STATE OF CALIFORNIA – NATURAL RESOURCES AGENCY

EDMUND G. BROWN, JR., *GOVERNOR*

CALIFORNIA COASTAL COMMISSION

45 FREMONT STREET, SUITE 2000
SAN FRANCISCO, CA 94105-2219
VOICE (415) 904-5200
FAX (415) 904-5400
TDD (415) 597-5885

March 6, 2017

RECEIVED
MAR 09 2017
BY:

James Nakagawa, City Planner
City of Imperial Beach
825 Imperial Beach Blvd.
Imperial Beach, CA 91932

Subject: Grant Agreement Number LCP-16-14

Dear Mr. Nakagawa:

Enclosed please find items related to your grant with the California Coastal Commission. This grant agreement cannot be considered binding on either party until approved and signed by all parties. No services should be provided prior to approval, as the State is not obligated to make any payments on any agreement prior to final approval. Expeditious handling of this Agreement is appreciated. For inquiries regarding this grant agreement, please call *Jessica Chan, Fiscal & Business Services Analyst at (415) 904-5451.*

__X__ The attached approved Standard Grant Agreement is for your records.

Jessica Chan, Fiscal & Business Services Analyst
(415) 904-5451
Jessica.Chan@coastal.ca.gov

Attachment(s)
cc: Daniel Nathan

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CALIFORNIA COASTAL COMMISSION

STANDARD GRANT AGREEMENT

(Rev 03/15)

AGREEMENT NUMBER
LCP-16-14
FEDERAL ID NUMBER
95-6006475

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 Imperial Beach

2. The term of this Agreement is: Upon Grant Execution Or 01/23/2017 through 12/31/2018 (the "Termination Date")

3. The maximum amount of this Agreement is: $225,000.00 Two Hundred Twenty-Five Thousand 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	13 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	11 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 Imperial Beach	
BY *(Authorized Signature)*	DATE SIGNED *(Do not type)* 2-24-17
PRINTED NAME AND TITLE OF PERSON SIGNING Andy Hall, City Manager	
ADDRESS 825 Imperial Beach Blvd. Imperial Beach, CA 91932	
STATE OF CALIFORNIA	
AGENCY NAME California Coastal Commission	
BY *(Authorized S*	DATE SIGNED *(Do not type)* 2/21/2017
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.

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FEB 27 2017

CALIFORNIA
COASTAL COMMISSION

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.[1] 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.

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[1] *Umbach and Moller 2001. Available: http://www.umbachconsulting.com/discussion/CaShortTerm.pdf. Accessed 19 September 2014.*

EXHIBIT A

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 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 B

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:

State Agency: California Coastal Commission	**Grantee:** City of Imperial Beach
Name: Madeline Cavalieri, LCP Grant Manager ("Grant Manager")	Name: Andy Hall, City Manager
Address: 45 Fremont Street, Suite 2000 San Francisco, CA 94105-2219	Address: 825 Imperial Beach Blvd. Imperial Beach, CA 91932
Phone: (831) 427-4890	Phone: (619) 423-0314
Fax: (415) 904-5400	Fax:

3. Direct all inquiries to:

State Agency: California Coastal Commission	**Grantee:** City of Imperial Beach
Section/Unit: Statewide Planning	Section/Unit:
Name: Kelsey Ducklow, LCP Grant Coordinator ("Grant Coordinator")	Name: James Nakagawa, City Planner
Address: 45 Fremont Street, Suite 2000 San Francisco, CA 94105-2219	Address: 825 Imperial Beach Blvd. Imperial Beach, CA 91932
Phone: (415) 904-2335	Phone: (619) 628-1355
Fax: (415) 904-5400	Fax:

EXHIBIT B1

Project Work Plan, Schedule, and Budget

City of Imperial Beach

2018 Resilient Imperial Beach (RIB) LCP/GP Update

Grantee Contact Information

Person Authorized to sign grant agreement and any amendments:
Andy Hall, City Manager
825 Imperial Beach Blvd, Imperial Beach, CA 91932
619-423-0314 ahall@imperialbeachca.gov

Main Project Manager/Point of Contact:
James Nakagawa, City Planner
825 Imperial Beach Blvd, Imperial Beach, CA 91932
619-628-1355 jnakagawa@imperialbeachca.gov

Federal Employer Identification Number: *FEIN 95-6006475*

Budget Summary:

Commission funding:	*$225,000*
Other funding:	*$80,000*
Total project cost:	*$305,000*

Term of Project: *January 23, 2017 or upon grant execution – December 31, 2018*

A. PROJECT DESCRIPTION/BACKGROUND:

Goals and Objectives: The goal of this project is to concurrently update/amend the Imperial Beach (IB) Local Coastal Program (LCP)/ General Plan (GP) that would address all relevant sections within Chapter 3 (Coastal Resources Planning and Management Policies) of the Coastal Act in addition to other State requirements. The project will include analysis of the portion of the City located within the Coastal Zone and the development of key policies for the following issue areas: sea level rise (climate change), public access, recreation and visitor servicing facilities, economic health, water quality protection, sensitive habitats and other natural resource protection, agricultural resource protection, land use and new development standards, coastal scenic resources protection, and energy and industrial development standards. Community outreach specifically designed to engage IB's demographics will occur as part of the project.

The project will meet the required purpose of the grant application, which is to support local governments in updating existing certified LCPs to reflect new information and changed conditions, especially in light of the effects of climate change.

The project will include special emphasis on effects of climate change and sea-level rise. One of the daunting challenges for a coastal community such as Imperial Beach in being able to address future sea level rise (SLR) impacts is that our community is bounded on

EXHIBIT B1

three sides by water (San Diego Bay, Pacific Ocean, and the Tijuana River). The City's current LCP allows for vertical seawalls in cases of existing and new development, coastal dependent uses, and public improvements (Policy S-11 of the GP). Studies have already been undertaken to assess the vulnerabilities that the community faces and the studies offered adaptation strategies to respond to them. The City relied on grants to fund such studies as Imperial Beach is not an affluent City.

The studies consisted of the following:

1. The San Diego Foundation funded ICLEI with $122,000 to develop the San Diego Bay Sea Level Rise Adaptation Strategy that was completed in January of 2012. The City of Imperial Beach served on its Steering Committee.
2. The Tijuana River National Estuarine Research Reserve (TRNERR) received a $300,000 grant from NOAA to study the effects of climate change/sea level rise in the Tijuana River Valley through their **Climate Understanding and Resilience in the River Valley (CURRV) project**.
3. The City of Imperial Beach received a $300,000 **Climate Ready grant** from the **State Coastal Conservancy (SCC)** to develop a sea level rise study that would address the flooding impacts from the Pacific Ocean and provide additional support for the Coastal Storm Modeling System (CoSMoS) 3.0 that was developed by USGS Santa Cruz. While this study will assess the effectiveness of various shore protection devices, the City's LCP currently allows for seawalls that the City intends to retain as one of its SLR adaptation strategies. Additionally, the consultant (Revell Coastal) developed a range of adaptation strategies identifying the ones that would be appropriate for the short term, medium term, and long term that the community can consider. This study concluded in June 2016.
4. The City also received a $70,000 **Resilience grant from the San Diego Foundation** that is designed to fill in data gaps in our SLR studies that included enhanced public outreach, an update to our shoreline protection inventory that would be included in the Coastal Commission's permit database, and an economic analysis of SLR vulnerabilities and adaptation measures that may be considered. This grant will conclude in January 2017.

Approach: The SLR studies will form a significant element of the adaptation component of a Climate Action Plan (CAP) that will be subsumed within the amendments to the LCP/GP. In order for the provisions of a CAP that would amend the LCP/GP to adequately address climate change impacts, a mitigation component will also need to be developed. These are measures that a city may take (albeit a small contribution when considered within a global context) to lessen its carbon footprint as provided in Coastal Act Section 30253. Such measures may include: switching to low carbon energy sources, encouraging solar panel installations, energy efficiency programs, water reduction programs, reduction in vehicle use through Transportation Demand Management (TDM) programs, and enhanced xeriscape landscaping programs to conserve water and mitigate for heat island effects. Some measures are already required by the State such as AB 1358 (Complete Streets Act of 2008 and SB 743 (VMT Traffic Analysis metrics under CEQA). Transit Oriented District/Development (TOD) Strategies that complements SANDAG's TOD Strategies may also be included. Our City has previously worked with

EXHIBIT B1

SANDAG and SDG&E in developing an Energy Roadmap. The Energy Roadmap document will be updated with the support of this grant as Coastal Act section § 30253 requires that new development "minimize energy consumption and vehicle miles traveled." Consultants will be hired to assist in data gathering and research and develop a program to reduce energy, automobile use, heat island effects, and water use that meets the greenhouse gas (GHG) reduction targets of the State and Region. The consultants will also assist in translating the preferred SLR adaptation strategies into specific policy (Land Use Plan) and regulatory implementation language (Implementation Plan).

This project aligns with the adopted 2015 Coastal Commission *Sea Level Rise Policy Guidance* and the 2013 *Local Coastal Program (LCP) Update Guide*. Section 8 in Part 1 addresses coastal hazards as follows:

"Hazard Components of LCPs should be upgraded to address emerging issues related to adapting to climate change. Since this Guide was first published, government at all levels continues to address impacts from climate change pursuant to the requirements of AB 32, the Global Warming Solutions Act of 2006. Executive Order (EO) S-13-08 was issued on November 14, 2008. The EO called on state agencies to develop California's first strategy to identify and prepare for these expected climate impacts. In 2009, the California Department of Natural Resources published The California Climate Adaptation Strategy.2 A first step for any LUP [land use plan] update may be a vulnerability analysis….

"The National Academy of Sciences published a study Sea-Level Rise for the Coasts of California, Oregon, and Washington: Past, Present, and Future that makes independent projections of sea-level rise along California's coast for the years 2030, 2050, and 2100, taking into account regional factors that affect sea level. Such projections should be taken into account when requiring site-specific engineering and site analysis for development subject to sea level rise." (LCP Update Guide – Part I – Section 8, Coastal Hazards, 2013).

Developing amendments to address climate mitigation is in alignment with Coastal Act Section 30253, which states that "*New development shall do all of the following:*

a) *Minimize risks to life and property in areas of high geologic, flood, and fire hazard.*
b) *Assure stability and structural integrity, and neither create nor contribute significantly to erosion, geologic instability, or destruction of the site or surrounding area or in any way require the construction of protective devices that would substantially alter natural landforms along bluffs and cliffs.*
c) *Be consistent with requirements imposed by an air pollution control district or the State Air Resources Board as to each particular development.*
d) ***Minimize energy consumption and vehicle miles traveled.***
e) *Where appropriate, protect special communities and neighborhoods that, because of their unique characteristics, are popular visitor destination points for recreational uses."*

[2] The Adaptation Strategy includes consideration of hazards issues such as sea level rise and identifies that, in the coastal zone the Local Coastal Programs are a key mechanism to implement the state's Adaptation Strategy.

EXHIBIT B1

In addition to the LUP update, the Implementation Plan (IP) will also be updated in order to be consistent with the changes to the LUP. The City will adopt the updated LUP and IP in order to have them certified by the Coastal Commission as an update to the LCP.

Public Participation: A steering committee of partners (much like those who participated in the previous Climate Ready SLR studies) will be formed (including Coastal Commission staff) to guide the development of the LCP/GP amendments. The public, the Stakeholders, the City Council, the Tidelands Advisory Committee (TAC), the Design Review Board (DRB), and the Parks and Recreation Commission (PRC) would also be engaged in a series of workshops (similar to those that were convened for the SLR study) to obtain public input on the project.

B. TASKS

Task 0: Consultant Selection
This task would include the issuance of the RFP/Q, evaluation of the proposals, the selection of the consultant team, and the execution of the consultant contract.

Task 1: Work Plan and Outline
City staff and consultant will refine the Work Plan and prepare an Outline that identifies the elements and chapters that need to be amended in both the CLUP and IP. This task also includes the development of an Issues Analysis Report that will address the primary challenge of the project, i.e. establishing decision criteria in selecting the sea level rise (SLR) adaptation strategies and climate change mitigation measures that protect coastal resources as required by the Coastal Act, while being acceptable to the citizens and community leaders of Imperial Beach. A kick off meeting with Commission staff, LCP Steering Committee members and City staff plus consultants will occur as part of this task to refine the Work Plan and Outline.

2018 Resilient Imperial Beach (RIB) LCP/GP Update: It is anticipated that some of the work that proposes updating data and changes to the policies in various elements of the general plan/local coastal program (GP/LCP) may not be eligible for payment from grant funds. Much of the basic data and policies in the GP/LCP are over 24 years old and need to be updated. The City is setting aside $100,000 from its Strategic Capital Reserves (SCR) and $50,000 from its general fund to fund both the policy and implementation work that may not be eligible for payment from the grant. Some of this funding would also be drawn to cover eligible work that was not funded by the Coastal Commission (i.e. $225,000 was awarded from the requested $300,000). The consultant would need to bifurcate the work into eligible (grant) and non-eligible (SCR) categories when invoicing the City.

Deliverables/Outcomes: Refined Work Plan for consultant contract and Outline; Issues Analysis Report

Task 2: Updated LCP Land Use Plan (LUP)

Recognizing the outdated nature of the LUP, this grant presents an excellent opportunity to update all relevant policies to be consistent with state laws including the Coastal Act,

EXHIBIT B1

as well as Commission regulatory and policy guidance including the LUP Update Guide, and the SLR Policy Guidance document. The City and consultant will work with Coastal Commission staff to assess the proposed policies and maps for Coastal Act consistency.

The City and consultant will also perform a policy audit to ensure consistency and identify connections with other City planning documents such as the amendment to the Circulation Element (i.e. bicycle transportation plan upgrades). Per the *LCP Update Guide*, additional analysis will be spent on updating the Circulation component of the LCP to adequately address **Complete Streets** requirements (AB 1358 and SB 743).

Additionally, the City's 2005 **Urban Waterfront and Ecotourism Study** found that the City should be focused on accommodating visitors who patronize the coastal environmental attributes, such as the Tijuana Estuary, with a specific emphasis on visitor-serving accommodations to support various ecotourism opportunities. Recreational tourism (bicyclists, surfers, and visitors who patronize the City's public beaches) will also be a part of the market that the City will continue to try to capture, and it will also be a strong criteria in the evaluation of adaptation strategies that the City will consider. As information is collected, it will be integrated into the City's mapping system using GIS where applicable. The final product will be a **Coastal Act Consistency Checklist** that will identify LCP policies that need to be amended in order for the LCP to be consistent with the Coastal Act and evaluate the proposed policies for Coastal Act consistency. A similar analysis will be done to demonstrate compliance with the Internal consistency requirement per Government Code § 65300.5. The external consistency requirement per Government Code § 65860 will be demonstrated during the development of the amendments to the IP component of the LCP.

LCP completions and updates that include policies and implementing ordinances that address sea-level rise and other climate change impacts (i.e. wildfire, increased heat, energy use, and drought) will be given special consideration. Therefore, following a coordination meeting with Coastal Commission staff to discuss the existing sea level rise adaptation plan, the City and Consultant will take the existing sea level rise adaptation strategies and effectively translate them into coastal act consistent policies and implementing regulations. Other issue areas such as drought will also be addressed in the Water Conservation policies.

Public Engagement: Work on the LUP component of the project will involve people at 3 levels: a Steering Committee (to include staff members from City planning, City public Works, San Diego Port District, Tijuana River National Estuarine Research Reserve, WiLDCOAST, a City Councilmember, Coastal Commission, US Navy, and EPIC/University of San Diego), Stakeholders (to include the Imperial Beach Chamber of Commerce, San Diego Regional Climate Collaborative, San Diego Foundation, utilities (water, power, telecommunications), environmental justice, Surfrider, Caltrans, SANDAG (energy and Shoreline Preservation Working Group), City of Coronado, City of San Diego, South County Economic Development Council, Building Industry Association, San Diego Climate Science Alliance, the IB Observers, and Seacoasters), and public bodies such as the City Council/Tidelands Advisory Committee (TAC)/Design Review Board DRB)/Parks & Recreation Commission (PRC).

There will be a Steering Committee and Stakeholder meeting to obtain input prior to work on the LUP. There will be a joint study session with the City Council, TAC, DRB, and

EXHIBIT B1

PRC. This will be followed up with a public workshop. Additionally, the City and Consultant team will coordinate with Coastal Commission staff on an ongoing basis, including through providing time for iterative review of LUP drafts.

Deliverables: Coastal Act Consistency Checklist, Administrative/Review Draft(s) LUP (in Word), Revised Draft Land Use Plan (in Word)

Task 3: Updated LCP Implementation Plan (IP)

The LCP Implementation Plan will consist of the Zoning Ordinance, providing specific development regulations (and exemptions) for certain coastal zone activities. The City and consultant will develop the IP that emphasizes readability and streamlined permit review procedures. The goal of updating the outdated corresponding zoning regulations is to provide a clear path for future development that is not only consistent with the Coastal Act, the *Sea Level Rise Policy Guidance document and the Safeguarding California Plan for Reducing Climate Risk*, but also with the character and feel of the City of Imperial Beach, and its emerging visitor-serving, ecotourism and tourism economic development strategy. The City recognizes that there are confusing provisions in the recently-certified commercial zoning amendments that require clarification. These changes would be among those that would be funded with the SCR as well as changes that would "connect the dots of the Imperial Beach Big Picture."

Public Engagement: The Steering Committee will be involved in the development of the IP. There will be a Stakeholders meeting to obtain input on the draft IP. There will then be another joint study session with the City Council, TAC, DRB, and PRC to discuss the IP. This will be followed up with another public workshop on the IP. Additionally, the City and Consultant team will coordinate with Coastal Commission staff on an ongoing basis, including through providing time for iterative review of IP drafts.

Deliverable: Administrative/Review Draft(s) Updated Implementation Plan (in Word), Revised/Final Draft IP (in Word); Tracking Spreadsheet of LUP policy to corresponding IP regulation

Task 4: Agency/Public Review

A summary of the public workshops and study session comments (from public engagement activities noted in Tasks 1-3) will be compiled. The comments will be incorporated, to the extent feasible, into the draft LCP. Furthermore, the City will utilize the Climate Collaborative as a platform to further build regional collaboration and consistency, obtain additional input from local scientific experts and share methodologies, results and lessons learned across the region, the state, and nationally.

Proposed amendments will be routed for a 45-day public and agency review period pursuant to California Code of Regulations Code §13515 (14 CCR 13515) and California Government Code §65352. The implementation mechanisms must also be externally consistent pursuant to Government Code Section 65860. Innovative outreach tools, such as online feedback links, would be considered to not only provide information to the community but to invite their comments as a part of the process.

EXHIBIT B1

The City will have the selected consultants prepare any environmental documents and studies that may be necessary and the documents will be routed for the required agency/public review.

Deliverable: Agency/Public Comment Summary Report; any required environmental documents; revised LCP drafts reflecting stakeholder input (as applicable).

Task 5: Final Plan, Local Adoption, CCC submittal and Certification

The City and consultant will conduct a total of two public hearings before the City Council during the LCP approval process. Following local approval, the updated LCP will be submitted to the Coastal Commission for review and certification. The City and consultant will also attend two related hearings before the Coastal Commission (though this will likely occur outside of the grant term). The City intends to bring the LUP and Implementation Plan together before the Coastal Commission.

Deliverable: Staff Reports for up to Two City Council meetings ; Final draft LCP update policy (LUP) and implementation (IP) components; Tidelands Advisory/Design Review/Parks & Recreation, City Council, and California Coastal Commission staff report packages; submittal package for adopted LCP update.

Task 6: Project Management

This task includes managing contracts, paying consultants, billing the Commission, maintaining accounting records, and other time spent on managing the project. Monthly check-in meetings between City staff/consultant and the Coastal Commission staff are included in this task.

Deliverable: Quarterly RFFs and progress reports to Commission staff

C. SCHEDULE

Project start/end dates: 1/23/2017 or upon grant execution – 12/31/2018

Task 0. Consultant Selection	Begin date: Jan 2017 End Date: Mar 31, 2017
0.1 RFP/Q issued	Jan 2017
0.2 Proposals Evaluated	Begin date: Feb 2017 End Date: Feb 28, 2017
0.3 Consultant Selected	Mar 2017
Outcome/Deliverables: Consultant Contract	Completion Date: Mar 31, 2017
Task 1. Work Plan and Outline	Begin date: Apr 2017 End Date: May 31, 2017
1.1 Steering Committee Meeting with consultant team and Commission staff	Apr 2017
1.2 Refine Project Work Plan and Outline and Issues Analysis Report	Begin date: Apr 2017 End Date: May 2017

EXHIBIT B1

Outcome/Deliverables: Refined Work Plan and Outline; Issues Analysis Report	Complete Date: May 31, 2017
Task 2. Updated LCP Land Use Plan (LUP)	Begin date: June 2017 End date: Dec 31, 2017
2.1 Steering Committee & Stakeholder meetings, including a coordination meeting with CCC staff to discuss the existing adaptation report	June 2017
2.2 Develop administrative/review draft LUP	July – Aug 31, 2017
2.3 Draft LUP review by Commission staff, stakeholders	Sep 2017
2.4 Joint Council/TAC/DRB/PRC study session 1 re LUP	Oct 2017
2.5 Public Workshop 1 re LUP	Nov 2017
2.6 Revise LUP	Nov 2017 – Dec 31, 2017
2.7 Develop Coastal Act Consistency Checklist	Dec 31, 2017
Outcome/Deliverables: Coastal Act Consistency Checklist, Admin./review draft LUP; Revised draft LUP	Complete Date: a. Admin/Review draft: Aug 31, 2017 b. Revised draft: Dec 31, 2017 c. Checklist: Dec 31, 2017
Task 3. Update LCP Implementation Plan (IP)	Begin date: Jan 2018 End date: June 2018
3.1 Steering Committee meeting	Jan 2018
3.2 Develop administrative/review draft IP	Jan 2018 – Feb 28, 2018
3.3 Draft IP review by Commission staff, stakeholders	Mar 2018
3.4 Joint Council/TAC/DRB/PRC study session 2 re IP	Apr 2018
3.5 Public Workshop 2 re IP	May 2018
3.6 Revise IP	May 2018 – June 30, 2018
3.7 Develop LUP/IP Tracking spreadsheet	June 2018
Outcome/Deliverables: Admin./review draft IP (in Word); Revised draft IP (in Word); Tracking Spreadsheet of LUP policy to corresponding IP regulation	Complete Date: a. Admin/Review draft: Feb 28, 2018 b. Revised draft: June 30, 2018 c. Tracking spreadsheet: June 30, 2018
Task 4. Agency/Public Review	Begin date: July 2018 End date: Aug 2018
4.1 Route proposed LCP Amendment for agency/public review	July 2018
4.2 Review and prepare responses to comments	Aug 2018

EXHIBIT B1

4.3 Incorporate comments and finalize LCP for local adoption	Aug 2018
Outcome/Deliverables: Agency/Public Comment Summary Report; any required environmental documents; revised LCP drafts reflecting stakeholder input (as applicable)	Complete Date: Aug 31, 2018
Task 5. Final Plan, Local Adoption, CCC Submittal and Certification	Begin date: Aug 2018 End date: Fall 2018
5.1 Steering Committee meeting	Aug 2018
5.2 Locally adopt amendments to LCP policy (LUP) and implementation (IP) components	Fall 2018 (Adoption hearing dates TBD)
5.3 Submit LCP update policy and implementation components to Coastal Commission for certification	Fall 2018
Outcome/Deliverables: Staff Reports for up to Two City Council meetings; final draft LCP update policy and implementation components; Tidelands Advisory/Design Review/Parks & Recreation, City Council, and California Coastal Commission staff report packages; submittal package for adopted LCP update	Complete Date: 12/31/2018
Task 6. Project Management	Begin date: Jan 2017 End date: 12/31/2018
6.1 Coordination with Commission Staff, including monthly (or as needed) check-ins	Begin date: Jan 2017 End date: 12/31/2018
6.2 Contract management and billing	Begin date: Jan 2017 End date: 12/31/2018
Outcome/Deliverables: Quarterly RFFs and progress reports to Commission Staff	Complete Date: 12/31/2018

EXHIBIT B1

D. BENCHMARK SCHEDULE

ACTIVITY	COMPLETION DATE
Refined Work Plan and Outline	May 31, 2017
Admin./Review Draft LUP	Aug 31, 2017
Revised draft updated Land Use Plan	Dec 31, 2017
Admin./Review Draft IP	Feb 28, 2018
Revised draft updated Implementation Plan	June 30, 2018
Final draft LCP update policy and implementation components	Sep 1, 2018
Submit LCP update policy and implementation components to Coastal Commission for certification	Dec 31, 2018

EXHIBIT B1

E. BUDGET

	Commission Grant Total	*Match/ Other Funds (General Funds)*	*Match/ Other Funds (Strategic Capital Reserves)*	*Total (LCP Grant Funds + Match/ Other Funds)*
LABOR COSTS[3]				
County/City Staff Labor				
Task 0	**$0.00**			**$0.00**
Task 1	**$0.00**			**$0.00**
Task 2	**$0.00**			**$0.00**
Task 3	**$0.00**			**$0.00**
Task 4	**$0.00**			**$0.00**
Task 5	**$0.00**			**$0.00**
Task 6	**$0.00**			**$0.00**
Total Labor Costs	**$0.00**			**$0.00**
DIRECT COSTS				
County/City Staff Project Supplies				
A	**$0.00**			**$0.00**
B, etc.	**$0.00**			**$0.00**
Total	**$0.00**			**$0.00**
County/City Staff Travel In State[4]				
Mileage	**$0.00**			**$0.00**
Hotel, etc.	**$0.00**			**$0.00**
Total	**$0.00**			**$0.00**
Consultants[5]				
Task 1 *– Work Plan and Outline*	**$0.00**	**$1,000**	**$0.00**	**$1,000**
Task 2 *– Updated LUP*	**$125,000.00**	**$10,000**	**$20,000**	**$155,000**
Task 3 *– Updated IP*	**$75,000.00**	**$9,000**	**$20,000**	**$104,000**
Task 4 *– Agency/ Public Review*	**$0.00**	**$0.00**	**$5,000**	**$5,000**
Task 5 *– Final Plan, Local Adoption, CCC submittal and Certification*	**$25,000.00**	**$0.00**	**$10,000**	**$35,000**

[3] *Amount requested should include total for salary and benefits.*
[4] *Travel reimbursement rates are the same as similarly situated state employees.*
[5] *All consultants must be selected pursuant to a bidding and procurement process that complies with all applicable laws.*

EXHIBIT B1

	Commission Grant Total	***Match/ Other Funds (General Funds)***	***Match/ Other Funds (Strategic Capital Reserves)***	***Total (LCP Grant Funds + Match/ Other Funds)***
Task 6 *– Project Management*	**$0.00**	**$0.00**	**$5,000**	**$5,000**
Total	**$225,000**	**$20,000**	**$60,000**	**$305,000**
Total Direct Costs	**$225,000**	**$20,000**	**$60,000**	**$305,000**
OVERHEAD/INDIRECT COSTS[6]				
Total City Staff Overhead/ Indirect Costs	**$0.00**	**$0.00**	**$0.00**	**$0.00**
TOTAL PROJECT COST	**$225,000**	**$20,000**	**$60,000**	**$305,000**

[6] *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. <u>Budget Contingency Clause</u>

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.

    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

EXHIBIT D

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 $225,000 (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

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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[5] 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,[6] as listed below, and as described in the adopted 2014 Ocean Protection Council Resolution to support implementation of the *Safeguarding Plan*.[7] 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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[5] *California Coastal Commission 2015. Available. http://documents.coastal.ca.gov/assets/slr/guidance/August2015/0_Full_Adopted_Sea_Level_Rise_Policy_Guidance.pdf. Accessed 30 August 2016*

[6] *California Natural Resources Agency 2014. Available. http://resources.ca.gov/docs/climate/Final_Safeguarding_CA_Plan_July_31_2014.pdf. Accessed 19 September 2014.*

[7] *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. 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

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Implementation Plans, the standard of review in determining whether a LCP is 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

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nature are intended to survive termination or expiration, shall survive the termination of this Agreement.

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.

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

1. General Liability: (Including operations, products and completed operations, as 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 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.

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