

CALIFORNIA COASTAL COMMISSION  
**STANDARD GRANT AGREEMENT**

(Rev 03/15)

AGREEMENT NUMBER

**LCP-14-01 A/2**

FEDERAL ID NUMBER

**94-6000513**

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

County of Humboldt Planning and Building Department

2. The term of this Agreement is: **4/27/2015** through **12/31/2018** (the "Termination Date")

3. The maximum amount of this Agreement is: **\$125,000.00**  
**One Hundred Twenty-Five Thousand Dollars and No Cents<sup>1</sup>**

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	15 pages
Exhibit C – Budget Detail and Payment Provisions	3 pages
Exhibit D* – General Terms and Conditions	GTC 610
Check mark one item below as Exhibit E:	
<input checked="" type="checkbox"/> Exhibit E - Special Terms and Conditions	9 pages
Exhibit F – Amendments Template	1 page

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. *These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language).*

**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.)

County of Humboldt

BY (Authorized Signature)



DATE SIGNED (Do not type)

8/21/2017

PRINTED NAME AND TITLE OF PERSON SIGNING

John H. Ford, Director of Planning and Building

ADDRESS

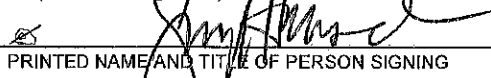
3015 H Street  
 Eureka, CA 95501

**STATE OF CALIFORNIA**

AGENCY NAME

California Coastal Commission

BY (Authorized Signature)



DATE SIGNED (Do not type)

8/31/2017

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.

<sup>1</sup> OPC Reimbursement of \$90,000.00

## 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 term “Commission” refers to the California Coastal Commission.
6. The term “Executive Director” means the Executive Director of the Commission.
7. The term “General Terms and Conditions” refers to terms contained in GTC-610 effective as of 6/9/2010 which may be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.
8. The term “Grant” or “Grant Funds” means the money provided by the Commission and Ocean Protection Council (“OPC”) to the Grantee pursuant to this Agreement.
9. The term "Grantee" means an applicant who has a signed agreement for Grant Funds.
10. The term “Grant Manager” means the representative of the Commission given authorization by the Executive Director to administer and provide oversight of the Grant.
11. The term “LCP” refers to Local Coastal Program.
12. 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.
13. The term “Materials” means all data, plans, drawings, specifications, surveys, studies, and other written or graphic work produced in the performance of this Agreement.
14. The term “OPC” refers to Ocean Protection Council.

**EXHIBIT A**

15. 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.
16. 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>2</sup> The current rate is available: <http://www.treasurer.ca.gov/pmia-laif/pmib-program.asp>.
17. The term "Project" means the activity described under the Scope of Work, attached as Exhibit B1, to be accomplished with Grant Funds.
18. 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 materials costs of completing each component of the Project. The Project Budget may contain either itemized amounts, or ranges 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.
19. The term “Public Agency” means any State of California department or agency, a county, city, public district or public agency formed under California law.
20. 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.
21. The term “Scope of Work” refers to Exhibit B, including the approved Work Plan, Project Schedule, and Project Budget.
22. The term “Draft Sea Level Rise Guidance” refers to the Coastal Commission’s draft sea level rise guidance document released for public review in October 2013. 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.
23. The term “Final Guidance” refers to the Sea Level Rise Guidance document once adopted by the Commission.

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<sup>2</sup> Umbach and Moller 2001. Available: <http://www.umbachconsulting.com/discussion/CaShortTerm.pdf>. Accessed 19 September 2014.

**EXHIBIT A**

24. 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.
  
25. 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:

<b>State Agency:</b> California Coastal Commission	<b>Grantee:</b> County of Humboldt Planning and Building Department
Name: Madeline Cavalieri, Statewide LCP Grant Manager ("Grant Manager")	Name: John H. Ford, Director of Planning and Building
Address: 725 Front Street #300 Santa Cruz, CA, 95060	Address: 3015 H Street Eureka, CA 95501
Phone: (831) 427-4890	Phone: 707-268-3738
Fax: (831) 427-4877	Fax: 707-268-3792

3. Direct all inquiries to:

<b>State Agency:</b> California Coastal Commission	<b>Grantee</b> County of Humboldt Planning and Building Department
Section/Unit:	Section/Unit:
Name: Kelsey Ducklow, Statewide LCP Grant Coordinator ("Grant Coordinator")	Name: <del>Robert Wall, Supervising Planner ("Planning Manager")</del> <b><u>Lisa D. Shikany, Senior Planner</u></b>
Address: 45 Fremont Street, Suite 2000 San Francisco, CA 94105-2219	Address: 3015 H Street Eureka, CA 95501
Phone: (415) 904-2335	Phone: 707-268-378025
Fax: (415) 904-5400	Fax: 707-268-3792

**EXHIBIT B****Project Work Plan, Schedule, and Budget**

County of Humboldt, Planning and Building Department  
Humboldt County Update to the Humboldt Bay Area Plan

## Budget Summary -

CCC funding:	\$35,000
OPC funding:	\$90,000
<u>Other funding:</u>	<u>\$4,900</u>
Total project cost:	\$129,900

Begin date: April 27, 2015 End date: ~~April 30, 2018~~ **December 31, 2018**

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**A. PROJECT DESCRIPTION**

The Humboldt Bay Area Plan was certified in 1982 and establishes policies that govern the use of approximately 21,500 acres of land in the unincorporated area around Humboldt Bay and over 20 miles of Pacific coastline. The LCP has not been comprehensively updated to reflect the significant changes that have occurred locally and regionally over the last 32 years. The Cities of Eureka and Arcata also have important lands within the Coastal Zone along Humboldt Bay and are in the process of updating their LCPs.

The goal of this LCP update is to engage the public and to coordinate closely with the Coastal Commission and partner agencies in an update to the descriptions, policies, maps, and implementation plan for the Humboldt Bay Area Plan consistent with the Coastal Act. The primary objective of this LCP update is to build on the coordinated sea level rise planning around Humboldt Bay and address potential impacts to coastal dependent uses, critical public facilities such as roads, wastewater treatment plants and shoreline protection structures, communities, agricultural land, and Environmentally Sensitive Habitat Areas. In addition, the sea level rise planning will help direct policy initiatives to protect priority land uses, e.g. coastal dependent activities (such as coastal-dependent, industrial and recreation) and ESHA.

This grant will also support Humboldt Bay-wide tsunami safety planning by compiling community planning efforts that have been completed to date and conducting planning for sparsely populated areas. There is a significant need to update the Humboldt Bay Area Plan because the existing documents are out of date; planning is needed to ensure continued protections for high priority coastal-dependent industrial uses while providing for economic use of land that is demonstrated not to be needed for coastal-dependent uses; and because the impacts of sea level rise are projected to significantly impact Humboldt Bay's communities, coastal resources, infrastructure, and services.

**EXHIBIT B****B. TASKS****Task #1 –Regional Coordination [Coastal Commission Funds]**

**Task 1.1 Coastal Commission Coordination.** Coordinate closely with the regional CCC staff at all phases of LCP planning. The County will hold regular coordination meetings specific to this grant work on a quarterly basis, or more often as needed (phone or in-person) with the Coastal Commission, throughout the duration of the Project.

*Deliverables*

- *Attendance roster and meeting notes for at least nine quarterly meetings.*

**Task 1.2 Public Outreach.** Conduct a series of four workshops to foster public input into the LCP update, particularly regarding sea level rise, tsunami safety planning, land use mapping, and planning for infrastructure and services, make planning documents available to the public. This task includes development of an informational website. Although general input on the LCP will be welcomed, workshops will likely be focused on specific topic areas such as those mentioned above.

*Deliverables*

- *Informational Website (to be housed at [www.planupdate.org](http://www.planupdate.org)) to display LCP Update upcoming meetings, planning and hearing documents, mapping – including a Humboldt Bay SLR viewer using the County's on-line GIS system.*
- *Attendance roster, agenda, and meeting notes for a kick off meeting tentatively to be held on 7-15-2015 with presentation of findings from Humboldt Bay Sea Level Rise (HBLSR) working group and outline of Sea Level Rise LCP Update process*
- *Attendance roster, agenda, and meeting notes for public workshops on policy and land use alternatives*

**Task 1.3 Partner Agency Coordination.** Work as a partner with the City of Eureka and Humboldt Bay Harbor Recreation and Conservation District in the analysis of Industrial/Coastal Dependent lands around Humboldt Bay. Work with Caltrans in the analysis of critical transportation facilities that may be subject to inundation.

*Deliverables*

- *Attendance roster, agenda, and meeting notes for four coordination meetings*

## EXHIBIT B

**Task 1.4 Local Agency Coordination.** Coordinate LCP planning closely with the City of Eureka and the City of Arcata who are in the process of updating their LCPs to share documents, information, and planning strategies to address Coastal Act priority issues in a comprehensive manner, and meet regularly. Coordinate with local agency infrastructure and service providers, and natural resource and land management agencies. Additionally, the County will coordinate and share information and lessons learned as appropriate with other LCP planning grant recipients, regional local governments, and other entities, as appropriate.

### *Deliverables*

- *Attendance roster, agenda, and meeting notes for four coordination meetings*

**Task 1.5 Sea Level Rise Adaptation Planning Coordination.** The County will coordinate closely with relevant Sea Level Rise Planning entities as feasible.

## **Task #2 – Baseline conditions and sea level rise sensitivity analysis [OPC Funds]**

**Task 2.1 Up-to-date background information.** Update background and setting information in the Humboldt Bay Area Plan using material from the General Plan Update process and other recent Humboldt Bay planning projects relating to sea level rise. Sources include but are not necessarily limited to the Natural Resources and Hazards Technical Report and documents prepared as part of the 2001 LCP planning grant, updated coastal access inventory and mapping, Humboldt County Association of Governments regional transportation planning (especially trails planning), Humboldt Local Agency Formation Commission Municipal Service Reviews and Humboldt Bay Harbor Recreation and Conservation District planning documents. Compile up-to-date demographic, economic, geographic information, hazard, safety, and natural resource related reports and studies and correct out-of-date references in the LCP that that have since been superseded. Ensure all coastal natural resources, coastal access areas, and hazards are accurately mapped using GIS. Revise the narrative to reflect changes that have occurred in the local economy and land use/land ownership around Humboldt Bay.

### *Deliverables*

- *Demographic, economic, geographic information, hazard, safety, and natural resource narrative summaries in a format to be inserted in Local Coastal Plan.*
- *GIS mapping of demographic, economic, geographic information, hazard, safety, natural resource, and coastal access areas*
- *Coordinate mapping with CCC mapping unit*

**Task 2.2 Values at risk to sea level rise and assessment of sensitivity to sea level rise.** Identify coastal resources and community resources (coastal natural resources, agricultural lands, coastal dependent uses, coastal access areas; critical public infrastructure and residential areas) at particular risk to inundation or

**EXHIBIT B**

periodic flooding from storms and high water events due to the condition of shoreline structures and a range of sea level rise amounts in the years 2030 (0.4 to 0.9 feet), 2050 (0.7 to 1.9 feet), and 2100 (2.0 to 5.3 feet) based on the Humboldt Bay Sea Level Rise Adaptation Planning project's regional vulnerability assessment. Model results from the Humboldt Bay Adaptation Planning project will be used to evaluate near term, mid-term, and long-term during average high tide and extreme water level conditions. For the 2030 time period, the existing conditions scenario, in combination with extreme high tide and storm events can be used to estimate future conditions in 2030. The assessment will include evaluation of the high sea level rise amount plus storms and high water events. The assessment will evaluate the sensitivity of the land uses, infrastructure, and resources to inundation over these timeframes and use quantitative data where available to assess the relative consequences of sea level rise. Where quantitative data is not available, the Caltrans District 1 Climate Change Vulnerability Assessment and Pilot Studies Climate Resilience Pilot Final Report will be used to assess risk. The County will also utilize California's 2012 Climate Adaptation Planning Guide and conduct an analysis that builds on the analysis of assets at risk around Humboldt prepared as part of Humboldt Bay sea level rise adaptation planning project. The County will use the best available science on sea level rise and the Commission's Final Sea Level Rise Policy Guidance to inform the Sea Level Rise Vulnerability Assessment.

*Deliverables*

- *Summary of analysis that incorporates the vulnerability assessment conducted as part of Humboldt Bay sea level rise adaptation planning project.*

**Task #3 – Humboldt Bay-Wide Tsunami Safety Planning and Policy Options**  
**[CCC Funds]**

***Task 3.1 Humboldt Bay-wide tsunami safety planning.*** Compile information that can contribute to the preparation of a Humboldt Bay-wide Tsunami Safety Plan (TSP) based on the most recent tsunami guidance materials, including the Tsunami-Ready Guidelines of National Weather Service Instruction 10-1802, August 15, 2014, Appendix D.

*Deliverables:*

- *Completion, or substantial progress towards completion, of Tsunami Safety Plan based on the Tsunami-Ready Guidelines of National Weather Service for each Humboldt Bay Area Plan community*

***Task 3.2 Tsunami Safety Mapping and Policy Options.*** Incorporate tsunami inundation mapping and review and revise as necessary tsunami hazard and risk analysis and policies developed for the Samoa Town Master Plan, as well as the ongoing work of other agencies conducting accurate tsunami inundation mapping for all potential annual occurrence rates for Humboldt Bay.

**EXHIBIT B***Deliverables:*

- *Options for update to Local Coastal Plan tsunami hazards policy*

**Task #4 – Policy Options – Sea Level Rise [OPC Funds]**

**Task 4.1 Sea level rise policy framework.** Develop a policy framework to respond to projected inundation relating to coastal flooding resulting from the degraded condition of shoreline structures and projected sea level rise in the years 2030, 2050, and 2100. Policies will focus on appropriate development locations and uses within projected inundation areas, and will include retreat, defense, and accommodation adaptation measures for the areas subject to inundation. The framework will be based on adaptive management approaches to account for changing conditions, best management practices, and scientific data. Preference will be given to adaptation measures that adhere to the *Safeguarding California Plan for Reducing Climate Risk* principles, including measures that protect California's most vulnerable populations, achieve multiple benefits from efforts to reduce climate risks and prioritize green infrastructure solutions, and that integrate climate risk reduction with emissions reductions to the fullest extent possible.

*Deliverables:*

- *Summary of options for Sea level rise policy framework*

**Task 4.2 Land Use Mapping.** Review land use mapping for changed conditions and convert mapping to parcel level detail based on the County geographic information system. The County will coordinate with the Coastal Commission's mapping unit on the development of maps for the LCP, including maps of the Coastal Zone, Coastal Appeal Zone, and other maps required by the Coastal Act.

*Deliverables:*

- *GIS shapefile containing alternatives for land use designations for Local Coastal Plan area.*

**Task 4.3 Natural Resource, tsunami and other hazard mapping and policy assessment.** Review and update as appropriate resources and hazards mapping and policies, including coastal access points and ESHA, in relation to Coastal Act priorities and the Coastal Commission LCP Update Guide. Review and update natural resource and hazard mapping for changed conditions and convert paper maps to geographic information system data.

*Deliverables:*

- *GIS shapefile containing updated natural resource and hazard mapping for Local Coastal Plan area.*
- *Summary of options for resources and hazards mapping and policies*

## EXHIBIT B

**Task 4.4 Infrastructure and Services.** Review and update as appropriate, urban and rural development policies, urban limit line mapping and service area mapping, including an analysis of need and description of public roadway and circulation improvements, and water and wastewater service improvement or expansion. Incorporate, as needed, policy relating to community service provision, such as parks and recreation, law enforcement, and fire protection.

*Deliverables:*

- *GIS mapping of Urban Limit Line*
- *Summary of public works planning*
- *Summary of policy options for Urban Limit*

**Task 4.5 Environmental Screening.** Sea level rise impacts to the Humboldt Bay Area Plan area and the potential migration of uses away from inundated areas could have effects on inland areas. The County will conduct a program level review of environmental effects, including a cumulative impacts analysis. This may involve future California Environmental Quality Act analysis to support the action by Board of Supervisors and incorporate policies and other measures that are sufficient to reduce potential environmental impacts (no grant funding will be used for CEQA).

*Deliverables:*

- *Summary of environmental Screening and cumulative impacts analysis*

### **Task #5 – Policy Options - Industrial/Coastal Dependent [CCC Funds]**

**Task 5.1 Industrial/Coastal Dependent mapping and policy assessment.**

Complete mapping and analysis of Industrial/Coastal Dependent lands around Humboldt Bay (including changed conditions from 1981 Industrial Siting Study, current and future market conditions, and site suitability) and revise land use maps and policies as necessary.

*Deliverable*

- *Policy options summary for Coastal-Dependent Industrial lands*
- *Proposed land use mapping of Coastal-Dependent Industrial lands*

### **Task #6 – Finalize Updated LCP for certification [CCC Funds]**

Prepare a comprehensive update to the Humboldt Bay Area Plan and implementation plan, or Zoning Regulations, for certification by the Coastal Commission

**Task 6.1 Administrative Draft LCP Update.** Prepare an administrative draft of LCP update that compiles the work completed as part of tasks 1 through 5, above, for CCC review.

## EXHIBIT B

**Task 6.2 CCC Coordination.** Meet with CCC to review (meetings with CCC are part of the regular coordination meetings in Task 1) and update the administrative draft LCP based on CCC comments.

**Tasks 6.3 through 6.6 will be completed outside of the Round 2 grant term**

**Task 6.3 Public Review Draft LCP Update.** Release public review draft of LCP update that is published to website with hardcopies available to the public.

**Task 6.4 Planning Commission hearings / Recommendations to the Board of Supervisors regarding Updated LCP.** Two public hearings before the Planning Commission to refine policy and mapping recommendations for the Board of Supervisors.

**Task 6.5 Board of Supervisor hearings/ Adoption of Updated LCP.** Two public hearings before the Board of Supervisors in their consideration of the recommended LCP amendments.

**Task 6.6 Submit locally adopted LPC Update to CCC.** The County will submit the LCP documents (text, maps, and/or exhibits) to the Coastal Commission staff 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 format (such as in Microsoft Word .doc).

### *Deliverables*

- *Administrative draft LCP submitted to CCC for review*
- **To be completed outside of grant term:** *Public Draft LCP Update; Staff reports, agenda, and public noticing for four Public Hearings (two Planning Commission and two Board of Supervisors) on LCP Update; LCP/IP Update Amendment Package to CCC*

## **Task #7 – Project Management [CCC Funds]**

**Task 7.1 Project Management.** Effectively manage grant and process request for funds.

### *Deliverable*

- *Regular quarterly requests for funds and progress reporting*

**EXHIBIT B**

**C. SCHEDULE**

Project begin date: April 27, 2015      Project end date: April 30, 2018 **December 31, 2018**

Project Title: Humboldt County Update to the Humboldt Bay Area Plan	Complete Date: February 28, 2018
<b>Task 1. Regional Coordination (CCC)</b>	Begin 4/27/15 end <del>4/30/18</del> <b><u>12/31/18</u></b>
1.1 Coastal Commission Coordination	Begin 4/27/15 end <del>4/30/18</del> <b><u>12/31/18</u></b>
1.2 Public Outreach	Begin 1/1/17 end <del>12/31/18</del>
1.3 Partner Agency Coordination	Begin 5/15/15 end <del>7/31/17</del> <b><u>12/31/18</u></b>
1.4 Local Agency Coordination	Begin 5/1/15 end <del>12/31/18</del>
1.5 Sea Level Rise Adaptation Planning Coordination (as feasible)	Begin 5/15/15 end <del>4/30/18</del> <b><u>12/31/18</u></b>
<b>Task 2. Baseline conditions and sea level rise sensitivity analysis (OPC)</b>	Begin 5/15/15 end <del>7/12/31/17</del>
2.1 Up-to-date background information	Begin 6/15/15 end <del>10/31/17</del>
2.2 Values at risk to sea level rise and sensitivity assessment	Begin 4/30/15 end <del>7/10/31/17</del>
<b>Task 3 Humboldt Bay-Wide Tsunami Safety Planning and Policy Options (CCC)</b>	Begin 4/30/15 end <del>7/31/18</del>
3.1 Humboldt Bay-wide tsunami safety planning	Begin 4/30/15 end <del>4/30/17</del> <b><u>3/31/18</u></b>
3.2 Tsunami Safety Mapping and Policy Options	Begin 4/30/15 end <del>7/31/18</del>
<b>Task 4. Policy Options – Sea Level Rise (OPC)</b>	Begin 1/1/17 end <del>7/12/31/17</del>
4.1 Sea level rise policy framework	Begin 1/1/17 end <del>7/12/31/17</del>
4.2 Land Use Mapping	Begin 1/1/17 end <del>7/12/31/17</del>
4.3 Natural Resource and hazard mapping	Begin 1/1/17 end <del>7/12/31/17</del>
4.4 Infrastructure and Services	Begin 1/1/17 end <del>7/12/31/17</del>
4.5 Environmental Screening	Begin 1/1/17 end <del>7/12/31/17</del>
<b>Task 5. Policy Options - Industrial/Coastal Dependent (CCC)</b>	<b><u>Begin 7/1/16 end 7/31/18</u></b>
5.1 Industrial/Coastal Dependent mapping and policy assessment	Begin 7/1/16 end <del>7/31/18</del>
<b>Task 6. Finalize LCP update for certification (CCC)</b>	Begin <del>7/31/18</del> end <del>4/30/18</del> <b><u>12/31/18</u></b>
6.1 Administrative Draft LCP Update	<del>7/31/18</del> – <del>10/1/17</del> <b><u>12/31/18</u></b>
6.2 CCC Coordination	<del>7/31/18</del> – <del>4/30/18</del> <b><u>12/31/18</u></b>
<b><u>Tasks 6.3 through 6.6 will be completed outside the Round 2 Grant Term</u></b>	

**EXHIBIT B**

6.3 Public Review Draft LCP Update	11/1/17 <b><u>TBD, outside of grant term</u></b>
6.4 Planning Commission hearings / Recommendations to the Board of Supervisors regarding Updated LCP	<del>Hearings scheduled between 11/1/17 – 2/15/18</del> <b><u>TBD, outside of grant term</u></b>
6.5 Submit locally adopted LCP Update to CCC	<del>4/20/18 – 4/30/18</del> <b><u>TBD, outside of grant term</u></b>
<i>LCP Certification</i>	<del>5/1/18 – TBD (outside of grant period)</del>
<b>Task 7. Project Management (CCC)</b>	Begin <del>7/1/16</del> <b><u>4/15/15</u></b> end <del>4/30/18</del> <b><u>12/31/18</u></b>
7.1 Project Management	Begin 4/15/15 end <del>4/30/18</del> <b><u>12/31/18</u></b>

**D. BENCHMARK SCHEDULE** *(Please include a list of benchmarks, or milestones, with completion date, that can be used to track whether the project is progressing according to the schedule. This can be copied directly from the application and modified as needed.)*

**BENCHMARK SCHEDULE**

ACTIVITY	COMPLETION DATE
Detailed Work Plan for LCP Update (Executed Grant Agreement)	May 1, 2015
<b><u>Task 2 and 4 - Completed Existing Baseline Conditions, Summaries Sea Level Rise Sensitivity Analysis, and Sea Level Rise Policy Options</u></b>	<del>July</del> <b><u>December 31, 2017</u></b>
<del>Analysis of Sea Level Rise Impacts on Values/ Assets at Risk</del>	<del>July 31, 2017</del>
<b><u>Task 3 - Humboldt Bay-wide Tsunami Safety Planning and Policy Options</u></b>	<del>July 31, 2017</del>
<b><u>Task 5 - Coastal-Dependent Industrial Planning Policy Options</u></b>	<del>July 31, 2017</del>
<del>Policy Options</del>	<del>July 31, 2017</del>
<b><u>Task 6 - Administrative Draft LCP Update</u></b>	<del>October 1, 2017</del> <b><u>December 31, 2018</u></b>
<del>Submit locally adopted LCP Update to CCC</del>	<del>April 30, 2018</del>

**EXHIBIT B**

**E. EVALUATION AND REPORTING**

- a. The Grantee shall promptly provide Project reports with payment requests at least every three months, and upon request by the Commission. Project reports are subject to the Coastal Commission Executive Director's review and approval. The Project report shall include a description of work tasks and deliverables completed to date, and a description of completed benchmarks, or progress toward completing benchmarks. In any event Grantee shall provide the Commission a report showing total final Project expenditures with the final Request for Funds and required closing documents. Grantee shall submit all documentation for Project completion, as applicable, and final reimbursement by the Termination Date
- b. Final payment is contingent upon Commission verification that Project is consistent with the Scope of Work as described in Exhibit B1, together with any Commission approved amendments.
- c. Grantee must report to the Commission in the Project Budget all sources of other funds for the Project.

**EXHIBIT B**

**F. BUDGET**

<b>LABOR COSTS</b>						
<i>Position Title</i>	<a href="#">Hourly Rate (salary plus benefits, incl. fringe benefits- see guidelines [1])</a>	<i># of Hours</i>	<i>CCC Total (# of hours x rate per hour)</i>	<i>OPC Total (# of hours x rate per hour)</i>	<i>Match/ Other Funds (Source #2)</i>	<i>Total (LCP Grant Funds + Match/ Other Funds)</i>
<b>Task 1 – Regional Coordination</b>						
County Staff As Needed						
<b>Total Task 1</b>			<b>\$54,050.50</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$54,050.50</b>
<b>Task 2 – Baseline conditions and sea level rise sensitivity analysis</b>						
<b>Task 2.1 Up-to-date background information</b>						
County Staff As Needed						
<b>Total Task 2.1</b>			<b>\$0.00</b>	<b>\$10,273.60</b>	<b>\$0.00</b>	<b>\$10,273.60</b>
<b>Task 2.2 Values at risk to sea level rise and sensitivity assessment</b>						
County Staff As Needed						
<b>Total Task 2.2</b>			<b>\$0.00</b>	<b>\$18,361.40</b>	<b>\$0.00</b>	<b>\$18,361.40</b>
<b>Total Task 2</b>			<b>\$0.00</b>	<b>\$28,635.00</b>	<b>\$0.00</b>	<b>\$28,635.00</b>
<b>Task 3 – Humboldt Bay-Wide Tsunami Safety Planning and Policy Options</b>						
<b>3.1 Humboldt Bay-wide tsunami safety planning</b>						
County Staff As Needed						
<b>Total Task 3.1</b>	-		<b>\$3,372.15</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,372.15</b>
<b>3.2 Tsunami Safety Mapping and Policy Options</b>						
County Staff As Needed						
<b>Total Task 3.2</b>			<b>\$1,638.85</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,638.85</b>
<b>Total Task 3</b>			<b>\$5,011.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$5,011.00</b>
<b>Task 4 – Policy Options– Sea Level Rise</b>						
<b>Task 4.1 Sea level rise policy framework</b>						
County Staff As Needed						
<b>Total Task 4.1</b>			<b>\$0.00</b>	<b>\$7,697.40</b>	<b>\$0.00</b>	<b>\$7,697.40</b>
<b>Task 4.2 Land Use Mapping</b>						
County Staff As Needed						
<b>Total Task 4.2</b>			<b>\$0.00</b>	<b>\$4,952.62</b>	<b>\$0.00</b>	<b>\$4,952.62</b>
<b>Task 4.3 Natural Resource, Tsunami and other hazard mapping and policy assessment</b>						
County Staff As Needed						
<b>Total Task 4.3</b>			<b>\$0.00</b>	<b>\$3,884.71</b>	<b>\$0.00</b>	<b>\$3,884.71</b>
<b>Task 4.4 Infrastructure and Services</b>						
County Staff As Needed						
<b>Total Task 4.4</b>			<b>\$0.00</b>	<b>\$2,916.97</b>	<b>\$0.00</b>	<b>\$2,916.97</b>
<b>4.5 Environmental Screening</b>						
County Staff As Needed						

**EXHIBIT B**

<b>Total Task 4.5</b>				\$0.00	\$5,003.30	\$0.00	\$5,003.30
<b>Total Task 4</b>				\$0.00	\$24,455.00	\$0.00	\$24,455.00
<b>Task 5 – Policy Options - Industrial/Coastal Dependent</b>							
County Staff As Needed							
<b>Total Task 5</b>				\$9,429.00	\$0.00	\$0.00	\$9,429.00
<b>LABOR COSTS (con't)</b>							
<i>Position Title</i>	<a href="#">Hourly Rate (salary plus benefits, incl. fringe benefits- see guidelines [1])</a>	<i># of Hours</i>	<i>CCC Total (# of hours x rate per hour)</i>	<i>OPC Total (# of hours x rate per hour)</i>	<i>Match/ Other Funds (Source #2)</i>	<i>Total (LCP Grant Funds + Match/ Other Funds)</i>	
<b>Task 6 – Finalize LCP update for certification</b>							
<b>Task 6.1 Administrative Draft LCP Update</b>							
County Staff As Needed							
<b>Total Task 6.1</b>				\$0.00	\$0.00	\$1,324.07	\$1,324.07
<b>6.2 CCC Coordination (See Task 1)</b> -							
County Staff As Needed							
<b>Total Task 6.2</b>				\$0.00	\$0.00	\$0.00	\$0.00
<b>6.3 Public Review Draft LCP Update</b>							
County Staff As Needed							
<b>Total Task 6.3</b>				\$0.00	\$0.00	\$406.42	\$406.42
<b>6.4 Planning Commission hearings / Recommendations to the Board of Supervisors</b>							
County Staff As Needed							
<b>Total Task 6.4</b>				\$0.00	\$0.00	\$1,244.39	\$1,244.39
<b>6.5 Board of Supervisor hearings/ Adoption of Updated LCP Update</b>							
County Staff As Needed							
<b>Total Task 6.5</b>				\$2,270.27	\$0.00	\$0.00	\$2,270.27
<b>Task 6.6 Submit locally adopted LPC Update to CCC</b>							
County Staff As Needed							
<b>Total Task 6.6</b>				\$0.00	\$0.00	\$574.33	\$574.33
<b>Total Task 6</b>				\$2,270.27	\$0.00	\$3,549.20	\$5,819.47
<b>Task 7 – Project Management</b>							
County Staff As Needed							
<b>Total Task 7</b>				\$24,239.23	\$0.00	\$0.00	\$24,239.23
<b>Total Labor Costs</b>				\$25,000.00	\$53,090.00	\$3,549.20	\$81,639.20

**EXHIBIT B**

<b>DIRECT COSTS</b>						
<i>Expense</i>	<i>Unit Rate/Cost</i>	<i># of Units</i>	<i>CCC Grant Funds (Unit Rate x # of Units)</i>	<i>OPC Grant Funds (Unit rate x # of units)</i>	<i>Match/ Other Funds (Source #2)</i>	<i>Total (LCP Grant Funds + Match/ Other Funds)</i>
<b>Project Supplies</b>						
Postage/Shipping			\$0.00	\$370.00		\$370.00
Supplies/Materials			\$0.00	\$1,420.00		\$1,420.00
<b>Total</b>			<b>\$0.00</b>	<b>\$1,790.00</b>		<b>\$1,790.00</b>
<a href="#">Travel In State[2]</a>						
Mileage			\$0.00	\$120.00	\$0.00	\$120.00
Hotel, etc.			\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>			<b>\$0.00</b>	<b>\$120.00</b>	<b>\$0.00</b>	<b>\$120.00</b>
<a href="#">Subcontractors[3]</a>						
<b>Task 1 – Regional Coordination</b>						
N/A			\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Task 1</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Task 2 – Baseline conditions and sea level rise sensitivity analysis</b>						
<b>Task 2.1 Up-to-date background information</b>						
To be determined			\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Task 2.1</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Task 2.2 Values at risk to sea level rise and assessment of sensitivity to sea level rise</b>						
To be determined			\$0.00	\$125,000.00	\$0.00	\$125,000.00
<b>Total Task 2.2</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$125,000.00</b>	<b>\$0.00</b>	<b>\$125,000.00</b>
<b>Total Task 2</b>			<b>\$0.00</b>	<b>\$125,000.00</b>	<b>\$0.00</b>	<b>\$125,000.00</b>
<b>Task 3 – Humboldt Bay-Wide Tsunami Safety Planning and Policy Options</b>						
To be determined			\$0.00	\$0.00	\$4,900.00	\$4,900.00
<b>Total Task 3</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$4,900.00</b>	<b>\$4,900.00</b>
<b>Task 4 – Policy Options– Sea Level Rise</b>						
<b>Task 4.1 Sea level rise policy framework</b>						
To be determined			\$0.00	\$210,000.00	\$0.00	\$210,000.00
<b>Total task 4.1</b>			<b>\$0.00</b>	<b>\$210,000.00</b>	<b>\$0.00</b>	<b>\$210,000.00</b>
<b>Task 4.2 Land Use Mapping</b>						

**EXHIBIT B**

To be determined			\$0.00	\$0.00	\$0.00	\$0.00
<b>Total task 4.2</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Task 4.3 Natural Resource, Tsunami and other hazard mapping and policy assessment</b>						
To be determined			\$0.00	\$0.00	\$0.00	\$0.00
<b>Total task 4.3</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Task 4.4 Infrastructure and Services</b>						
To be determined			\$0.00	\$0.00	\$0.00	\$0.00
<b>Total task 4.4</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total Task 4</b>			<b>\$0.00</b>	<b>\$20,000.00</b>	<b>\$0.00</b>	<b>\$20,000.00</b>
<b>DIRECT COSTS (con't)</b>						
<i>Unit Rate/Cost</i>	<i>Unit Rate/Cost</i>	<i># of Units</i>	<i>CCC Grant Funds (Unit Rate x # of Units)</i>	<i>OPC Grant Funds (Unit rate x # of units)</i>	<i>Match/ Other Funds (Source #2)</i>	<i>Total (LCP Grant Funds + Match/ Other Funds)</i>
<b>Task 5 – Policy Options - Industrial/Coastal Dependent</b>						
To be determined			\$10,000.00	\$0.00	\$0.00	\$10,000.00
<b>Total Task 5</b>			<b>\$10,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$10,000.00</b>
<b>Task 6 – Achieve certification of the updated LCP</b>						
To be determined			\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Task 6</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Task 7 – Project Management</b>						
To be determined			\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Task 7</b>						
<b>Total subcontractors</b>			<b>\$10,000.00</b>	<b>\$35,000.00</b>	<b>\$4,900.00</b>	<b>\$49,900.00</b>
<b>Total Direct Costs</b>			<b>\$10,000.00</b>	<b>\$36,910.00</b>	<b>\$4,900.00</b>	<b>\$51,810.00</b>
<u>OVERHEAD / INDIRECT COSTS[4]</u>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL PROJECT COST</b>			<b>\$35,000.00</b>	<b>\$90,000.00</b>	<b>\$8,449.20</b>	<b>\$133,449.20</b>

[1] Amount requested for benefits not to exceed 40% of amount requested for salary or wage.

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

[3] All subcontractors must be selected pursuant to a competitive bidding process that seeks at least three (3) bids from responsible bidders.

[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 Personnel."

**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: Kelsey Ducklow, Executive 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
  6. Itemized costs by tasks and source of funds (Commission and/or OPC, where relevant) 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 contractor, 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 not be authorized. If the RFF form package is incomplete, inadequate or inaccurate, the Commission will inform the Grantee and withhold payment until all required information is received or corrected. Grantee shall submit a RFF form no more frequently than monthly but no less frequently than quarterly (assuming activity occurred within that quarter). Any penalties imposed on the Grantee by a contractor, 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 before the Termination Date.
- I. Grantee must report to the Commission in the Project Budget all sources of other funds for the Project.
- 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 without prior approval by the State, provided the grantee submits a revised Project Budget prior to requesting disbursement based on such revised budget. In any event, the total amount of the Grant Funds may not be increased, except by written amendment to this agreement.

**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 C**

**3. Prompt Payment Clause**

Payment will be made no later than 45 days following receipt of properly submitted, undisputed invoices except as otherwise set forth in, and in each case in accordance with, the California Prompt Payment Act, Government Code section 927, *et seq.*

## EXHIBIT D

### **General Terms and Conditions**

The General Terms and Conditions (GTC-610, effective as of 6/9/2010) are incorporated into this agreement this Agreement by reference as if attached hereto, and may be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>. In the event of a direct conflict between a term of this Agreement and a term of the General Terms and Conditions such that both terms cannot both be complied with, the terms of this Agreement shall prevail except to the extent that it would result in noncompliance with any applicable law.

The term "Contractor" in the General Terms and Conditions shall be interpreted to refer to Grantee.

## EXHIBIT E

### **SPECIAL TERMS AND CONDITIONS**

#### **ACKNOWLEDGEMENT**

The Grantee shall include an acknowledgement of the use of “California Coastal Commission Local Coastal Program” grant funding in all materials produced as a result of this Agreement. The Commission shall have the right to republish any material generated as a result of this Agreement.

#### **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 \$125,000 (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 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.
- F. 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.
- G. 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.

#### **POTENTIAL CONTRACTORS**

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Commission and any contractors, 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 contractors 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 contractors is an independent obligation from the Commission’s obligation to make payments to the Grantee. As a result, the

## **EXHIBIT E**

Commission shall have no obligation to pay or to enforce the payments of any moneys to any contractor.

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.

### **TRAVEL REIMBURSEMENT**

Travel Reimbursement shall be at the same rates as similarly situated State employees. If any conflicts exist between the Grantee's rates and those applicable to State employees, the State's reimbursement rates shall prevail. Receipts will be required. All travel costs are inclusive within the budgeted amount referenced in this Agreement.

### **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).

### **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 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.

### **TERMINATION**

Except as otherwise set forth in this Agreement, this Agreement may be terminated (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, the Grantee shall 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

## EXHIBIT E

the performance of this Agreement up to the date Grantee ceased performing under this Agreement as determined by the Commission, but not to exceed the balance of the total funds which remains unencumbered under this Agreement at the time of termination.

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.

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 contractor retained for work under this Agreement a provision that entitles the Grantee to immediately suspend or terminate the agreement with the contractor 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.

### 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.

## **EXHIBIT E**

### **REIMBURSEMENT**

Complete reimbursement of funds under this Agreement will be dependent upon successful completion of the final deliverable of this Agreement. Grantee agrees that up to 20% of the total amount due hereunder may not be reimbursable until all final deliverables have been completed and delivered by the Grantee.

### **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, using the Amendment Request form provided in Exhibit E hereto. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment. 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.

### **REALLOCATION OF FUNDS**

If Grantee fails to meet the performance criteria and Benchmarks in this Agreement, the Executive Director or his designee may immediately and upon written notice cancel this Agreement and re-allocate any unspent funds to one or more of the other approved Grantees 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 or fail to meet Work Program Benchmarks, the Executive Director or his designee may reallocate funds to supplement an already awarded grant.

### **DIGITAL 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 format (such as in Microsoft Word .doc).

## EXHIBIT E

### COASTAL COMMISSION SEA LEVEL RISE GUIDANCE

Grantees shall use the Commission's [Draft Sea Level Rise Guidance document](#)<sup>5</sup> on an interim basis until the Final Guidance is adopted by the Commission, and then shall use the final Sea Level Rise Guidance to inform the development of sea level rise impact assessments, vulnerability assessments, and LCP Land Use Plan and Implementation Plan completion or updates.

### 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.

### 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 2014. Available.  
[http://www.coastal.ca.gov/climate/slr/guidance/CCC\\_Draft\\_SLR\\_Guidance\\_PR\\_10142013.pdf](http://www.coastal.ca.gov/climate/slr/guidance/CCC_Draft_SLR_Guidance_PR_10142013.pdf). Accessed 19 September 2014

<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.

## EXHIBIT E

- 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.

### AUDIT REQUIREMENTS AND FINANCIAL

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 the 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 shall also retain such documents and records for three (3) years after final payment and one (1) year following an audit. The documents for audit should be retained onsite.

Grantee shall use applicable generally accepted accounting principles unless otherwise agreed to by the Commission in writing.

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.

### WORK PRODUCT

The Grantee agrees that all data, plans, drawings, specifications, surveys, studies, and other written or graphic work produced in the performance of this Agreement, herein referred to as "materials" are subject to the rights of the Commission as set forth in this section. The Commission shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so.

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 except as otherwise agreed to in an Amendment.

## **EXHIBIT E**

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.

### 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.

### 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.

### 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 self-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 contractors associated with the Project undertaken pursuant to this Agreement.

If the Grantee provides funds to any contractor 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 contractor 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 contractor, 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 contractor 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 contractor under the approved Scope of Work.

**EXHIBIT E**

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- a. 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.
- b. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).
- c. Workers’ Compensation insurance as required by the Labor Code of the State of California.

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

- a. General Liability: \$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.  
(Including operations, products and completed operations, as applicable)
- b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

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

4. 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:

- a. 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.
- b. 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.
- c. 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.

5. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best’s rating of “B+:VII” or better or,

**EXHIBIT E**

in the alternative, acceptable to the Commission and approved in writing by the Executive Director.

6. 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 before work commences. The Commission reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.

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

**EXHIBIT F**

**AMENDMENT TEMPLATE**

**Amendment to \_\_\_\_\_**

1. This amendment (the "Amendment") is made by \_\_\_\_\_ and \_\_\_\_\_, parties to the agreement \_\_\_\_\_ dated (the "Agreement").

2. As of (date), the Agreement is amended as follows:

\_\_\_\_\_

3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

Signed and Agreed:

Representative of \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Representative of Coastal Commission:

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_