

CALIFORNIA COASTAL COMMISSION
STANDARD GRANT AGREEMENT

(Rev 05/2022)

AGREEMENT NUMBER

LCP-22-07

STATE CONTROLLER'S OFFICE IDENTIFIER

3720-LCP2207

FEDERAL ID NUMBER

94-6000335

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 Fort Bragg

2. The term of this

Agreement is: March 31, 2023 Through December 1, 2026 (End Term Date)
or date of execution

3. The maximum amount
of this Agreement is:

\$ 898,990.00

Eight Hundred Ninety-Eight Thousand Nine Hundred Ninety Dollars & No 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 – Scope of Work | 9 pages |
| EXHIBIT A1- Definitions | 1 page |
| EXHIBIT B – Budget | 2 pages |
| EXHIBIT B1 – Budget Detail and Payment Provisions | 3 pages |
| EXHIBIT C – General Terms and Conditions | 4 pages |
| EXHIBIT D – Special Terms and Conditions | 4 pages |
| Check mark one item below as EXHIBIT D Attachment: | |
| <input checked="" type="checkbox"/> EXHIBIT D1 – Local Coastal Programs Terms and Conditions | 9 pages |
| <input type="checkbox"/> EXHIBIT D2 – WHALE TAIL® Terms and Conditions | |
| EXHIBIT E – Grantee Certification Clauses Form (GCC-01/2019) | 5 pages |
| EXHIBIT F – Amendment Template (Informal) | 1 page |

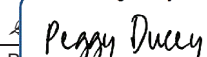
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

GRANTEE

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

City of Fort Bragg

BY (Authorized Signature)
DocuSigned by:



PERSON SIGNING

Peggy Ducey, City Manager

ADDRESS

416 N Franklin Street, Fort Bragg CA 95437

STATE OF CALIFORNIA

AGENCY NAME

California Coastal Commission

BY (Authorized Signature)
DocuSigned by:



PERSON SIGNING

Madeline Cavalieri, Deputy Executive Director

ADDRESS

455 Market Street, Suite 200, Room 228, San Francisco, CA 94105

**California Coastal Commission
Use Only**

This agreement is exempt from approval by the Department of General Services per SCM Vol. 1 4.06 (see 58 Ops. Cal. Atty. Gen 586 and 63 Ops. Cal. Atty. Gen. 290).

EXHIBIT A

SCOPE OF WORK

1. Grantee agrees to expend grant funds provided by the Commission only for and in accordance with project activities as described under the Scope of Work attached hereto as EXHIBIT A.
2. The Project representatives during the term of this agreement, and the person authorized to sign grant amendments and RFFs on behalf of the grantee, will be:

| | |
|---|---|
| State Agency: California Coastal Commission | Grantee: City of Fort Bragg |
| Name: Kelsey Ducklow ("Grant Manager") | Name: Sarah McCormick |
| Address: 455 Market St. Suite 300 San Francisco, CA 94105 | Address: 416 N Franklin Street Fort Bragg, CA 95437 |
| Phone: (415) 904-2335 | Phone: (707) 961-2827 x113 |
| Fax: (415) 904-5400 | Fax: |
| Email: kelsey.ducklow@coastal.ca.gov | Email: smccormick@fortbragg.com |

3. Primary project contact:

| | |
|---|---|
| State Agency: California Coastal Commission | Grantee: City of Fort Bragg |
| Section/Unit: Statewide Planning Unit | Section/Unit: |
| Name: Awbrey Yost | Name: Sarah McCormick |
| Address: 1385 8th St., Suite 130 Arcata, CA 95521 | Address: 416 N Franklin Street Fort Bragg, CA 95437 |
| Phone: (707) 826-8950, ext. 203 | Phone: (707) 961-2827 x113 |
| Fax: N/A | Fax: |
| Email: awbrey.yost@coastal.ca.gov | Email: smccormick@fortbragg.com |

EXHIBIT A

SCOPE OF WORK

Name of Local Government: City of Fort Bragg

Name of Project: Noyo Harbor Blue Economy Visioning, Resiliency and Implementation Plan

Funding Source: California Coastal Commission

Specific Program: Local Coastal Program Local Assistance Grant Program

Federal Tax ID#: 94-6000335

Budget Summary:

CCC funding: \$898,990

Other funding:

Total project cost: \$898,990

Term of Project: March 2023 – December 2026

A. PROJECT DESCRIPTION

The City of Fort Bragg will develop a communications and engagement plan (CEP), and Noyo Harbor Blue Economy Visioning, Resiliency and Implementation Plan (Noyo Harbor Plan) that will support a strategic climate resilience planning effort, and the findings will be integrated into an LCP update for both the City of Fort Bragg and County of Mendocino.

B. TASKS

The proposed planning work and related studies will support the Mendocino Coast's regional strategy to address climate change through supporting blue economy initiatives.

Task 1: Project Initiation and Management

1.1 Project Initiation

1.1.1 Prepare RFP and secure professional services from qualified consultants to assist the City in completing the identified technical reports and studies.

1.2 Grant Administration

1.2.1 The City's Grants Coordinator will process and track invoices and submit quarterly reports.

1.3 Project Management

EXHIBIT A

- 1.3.1 Project coordination and implementation will be managed by -Special Projects Manager, Sarah McCormick with the assistance of Noyo Harbormaster, Anna Neumann.

Task 1 Deliverables/Outcomes:

- RFP(s) for technical reports and studies
- Quarterly progress reports and requests for funds (RFFs)

Task 2: Equitable Outreach and Coordination through all Tasks

Over the past two years, the City has led a regional conversation through extensive outreach and has forged relationships with a diverse and wide range of community stakeholders, environmental advocates, policymakers, and regulators with the purpose of exploring the potential of blue economy opportunities to address climate impacts and improve local livelihoods and the quality of life for our low-moderate income community. Outreach and coordination efforts will continue with those actively engaged, while simultaneously conducting further communication and engagement to attract additional perspectives and amplify marginalized voices.

2.1 Agency Coordination

The following agencies share responsibility for the Noyo Harbor: Noyo Harbor District, Mendocino County, California Coastal Commission, Dept. of Fish & Wildlife, Dept. of Boating & Waterways, and US Army Corps. of Engineers.

- 2.1.1 The proposed project will provide an opportunity for the City, County and Harbor to partner on climate resilient strategy for the Noyo Harbor. The proposed project will not only result in a LCP update for the City of Fort Bragg, but also inform Mendocino County's LCP update concerning allowable land uses and policies for the zoning designation, Fishing Village.
- 2.1.2 The City's Local Coastal Program represents a unique partnership with the State, and the City is committed to upholding the Coastal Act and incorporating CCC staff into the process leading up to LCP update and throughout the certification process.
- 2.1.3 The US Army Corps of Engineers conducts regular maintenance dredging and the dredging spoils are stored near the mouth of the river. This project will engage with the Corps to evaluate existing dredging schedule, needs, and reconsider disposal plan in response to sea level rise assessment.

2.2 Noyo Ocean Collective

- 2.2.1 The City of Fort Bragg, Noyo Harbor District, Sherwood Valley Band of Pomo, Mendocino College, Mendocino County, and Noyo Center for Marine Science have

EXHIBIT A

formed a regional partnership, coined the Noyo Ocean Collective. The intent of this group is to: coordinate communication about blue economy strategy to community; share resources and partner on grant proposals, and align individual organizations' work plans to implement blue economy initiatives.

2.3 Community & Stakeholder Communication and Engagement

The first step in development of the Communication and Engagement Plan (CEP) will be to conduct an audit of the previous engagement work, review outcomes, and isolate the salient themes. The CEP that will outline the overarching goals, define the stakeholders and the public, the role of the public and stakeholders in shaping and realizing the project, the overall timeline, and opportunities for engagement (i.e., workshops, email, website schedule of workshops, and the final outcome). The CEP will act as a project charter to provide the public, stakeholders, (including harbor and marina tenants, businesses, other facility users, direct stakeholders as well other relevant stakeholders) a clear guide, and understanding of roles responsibilities, actions, accountability, and outcomes of the project. It will outline how, when, and where to engage; discuss process and protocol; and ensure accountability, effective management, and clear outcomes. The CEP will craft clear and consistent messages and develop clear schedule and timeline for community engagement. The CEP will outline a variety of progressive strategies to communicate and engage with frontline communities, including posting and promoting the project and engagement opportunities on social media, by meeting people where they are at community events and community centers, by conducting pop-up and tabling events, and within interactive and tactile driven workshops. The City may also elect to convene a Task Force. The CEP will utilize the following tools:

2.3.1 Personal Interviews

The City will conduct individual or small group interviews with Watermen's Alliance and various fishing associations to ensure there are common goals and common understanding about the Plan and the LCP. Subsequently, the City team will conduct personal interviews with community leaders, non-governmental organizations, community-based organizations, and other community members in order to ascertain what the priorities, community strengths, assets, needs, risks, and vulnerabilities are. The outcomes of these personal interviews will inform the next steps of the strategy, specifically, how community members want to be involved, when is the best time and place to be involved, and what community members want out of a process. At the close of the interviews and discussion with the team, the City may develop a survey that will be utilized at community events, workshops, and placed on materials via a QR code to capture the community strengths assets, needs, risks, vulnerabilities, and priorities.

2.3.2 Social Media Posts

Social media outlets will be used as a tool to provide cogent messaging and visual content about a variety of project-related outreach opportunities, including information about the Plan, opportunities to participate in workshops, pop-up events,

EXHIBIT A

opportunities to learn about the project and provide feedback at community events, and to communicate where the team is in the development of the Plan.

Social Media posts will be branded; use Americans with Disabilities Act (ADA) accessible colors, images, and branding associated with the Plan; and contain plain language and related messages that utilize a fifth-grade level of reading proficiency. Social media posts will be in English, Spanish, and other languages, as appropriate. The development and scheduling of social media posts will be developed along the timeline of the various engagement and outreach opportunities, such as community events, pop ups, and workshops. Three social media posts will be developed per activity, i.e., three social media posts associated with each community event. These will be scheduled for a week before the event, three days prior to the event, and the day of the event. Drafts and final social media posts for all events will be provided in draft form before they are finalized.

2.3.3 Tabling at Community Events or Pop-Up Events

Prior to workshops and to create enthusiasm and awareness of the Plan and related workshops, the City will work with the Noyo Ocean Collective to identify and attend community events that are already occurring in order to provide an overview of the Plan and process, opportunities to talk to people about the project, conduct the survey, and preview the blocks and interactive pop-up model of the Harbor.

2.3.4 Workshops

A total of three to five workshops will be organized over the course of the Plan development and sequenced to progressively build upon themes required for a successful Plan and outcomes. Workshops will be structured for the purposes of understanding, creating meaningful dialogue, and discussing the development of reduction and adaptation strategies and strategies for implementation. Each workshop will contain elements of presentation, breakout and processing, and reporting out. Workshop facilitation and materials will be in English and Spanish and ADA compliant.

An effective tool for community projects is using tactile tools, which engages more sensory components of a participant and can lead to more creativity and cooperation. This strategy also ignites the power of play, which allows people to let their guards down a bit and communicate about complex concepts in a more relaxed environment. At public events and workshops, the City team will utilize blocks, community mapping, and models to create organic conversation and interaction and provide an opportunity for people to envision and play with the scope and outcomes of the project. These opportunities also provide a wider lens to view the entire community, spatial inputs and outputs and connectivity.

The Plan will require technical information to be communicated in a relatable and accessible way for various communities in the City at various outreach and workshop events, as well as in materials in the Plan. Visual storytellers will work in concert with

EXHIBIT A

technical subject matter experts to shape complex processes into visual stories tailored to the community.

2.3.5 Public Meetings before Decision Makers

Project findings will be presented at the following: 1) regularly scheduled meetings of the City Council, Noyo Harbor Commission, Sherwood Valley Band of Pomo Tribal Council, County Board of Supervisors; California Coastal Commission; 2) board meetings of various local organizations including Waterman's Alliance, Fort Bragg Unified School District, Mendocino College; and 3) community gatherings such as Noyo Fish Market, and Fort Bragg Farmer's Market.

Task 2 Deliverables/Outcomes:

- Draft Communication and Engagement Plan (CEP)
- Final CEP

Task 3: Noyo Harbor Blue Economy Visioning, Resiliency, and Implementation Plan

Comprehensive baseline information about the existing environmental, physical, and economic conditions of Noyo Harbor is needed in order to prepare this area for a changing climate and position the harbor for blue economy investment. This task will gather appropriate existing information about the harbor to support the development of the Blue Economy Visioning, Resiliency, and Implementation Plan.

3.1 Harbor Improvements and Blue Economy Opportunities Identification

- 3.1.1 Site-specific analysis of the scenarios and impact of sea level rise, tsunami hazards, and increased erosion due to increased wave action within the harbor to mitigate expected sea level rise and inform future development considerations. This analysis will use the best available science, consider sea level rise for the time scales associated with the expected life of development considered in the Harbor Blue Economy Visioning, Resiliency, and Implementation Plan, and will use the County of Mendocino's Round 8 LCP grant sea level rise analysis as appropriate. This analysis will be used to identify opportunities and limitations for proposed development, infrastructure needs, and adaptation needs in the harbor.
- 3.1.2 Parcel inventory to identify current land use(s), economic contribution, boundaries, and historic status. Space within the harbor is limited, and a comprehensive review of existing development is needed to inform strategy for increasing overall productivity.
- 3.1.3 Harbor facilities conditions assessment to inform the planning effort, including inspections to assess and document the present condition of facilities and remaining life. The effort includes data review, interviews with Harbor District Management, City and County Officials and marina users to gather understanding of any chronic maintenance needs, operational issues or concerns, and development of a targeted

EXHIBIT A

scope of the conditions assessments on key facilities. The assessment is expected to focus on structural integrity, mooring basin analysis including size, vessel type, term of lease, condition of docks, etc., in order to maximize use and benefit to the local economy. The assessment will also identify needed harbor improvement/projects, and provide repair and replacement costs.

- 3.1.4 Technical studies including an aquaculture feasibility study that incorporates a water quality assessment and considers future climate impacts on potential aquaculture operations; and an analysis of special district management of the harbor.
- 3.1.5 Identify opportunities and limitations of the harbor's transition to blue economy uses; adaptation and resiliency measures based on the site-specific sea level rise and hazard assessment; a suite of potential projects to pursue in and around Noyo Harbor; and potential partners and funding sources.
- 3.1.6 Conduct public outreach on the Draft Noyo Harbor Blue Economy Visioning, Resiliency, and Implementation Plan consistent with the Communication and Engagement Plan.

Task 3 Deliverables/Outcomes:

- Draft Noyo Harbor Blue Economy Visioning, Resiliency, and Implementation Plan
- Final Noyo Harbor Blue Economy Visioning, Resiliency, and Implementation Plan

Task 4. Local Coastal Program Amendment

LCP Grant Program funding will not only result in an update to the City's LCP, but will also inform Mendocino County's LCP update related to land classifications within the Fishing Village zoning designation. Likewise, the County's LCP Grant Program application identifies a sea level rise vulnerability assessment that encompasses the entirety of the County's coastline, including the coastline of Fort Bragg. The City will consider and incorporate into LCP planning and policies as relevant and appropriate the findings from Mendocino's Round 8 LCP Grant work related to sea level rise and Noyo Harbor.

4.1 Coordination with Mendocino County

- 4.1.1 Incorporate joint City/County outreach efforts into the CEP, including public workshops and meetings with relevant stakeholders and decision makers.
- 4.1.2 Incorporate Mendocino County LCP planning findings (as relevant and appropriate) related to sea level rise and Noyo Harbor.
- 4.1.3 Present final Noyo Harbor report and City LCP amendment to Mendocino County Board of Supervisors at a public meeting.

4.2 Coordination with California Coastal Commission Staff

- 4.2.1 Incorporate sea level rise policies (at a minimum including baseline SLR policies of the type described by the Local Government SLR Working Group).
- 4.2.2 Prepare draft LCP Amendment to incorporate findings of Noyo Harbor Visioning, Resiliency and Implementation Plan.

EXHIBIT A

- 4.2.3 Public outreach and comment on draft LCPA
- 4.2.4 Revise LCP Amendment to incorporate comments from Commission staff and the public
- 4.2.5 Local adoption of LCP Amendment
- 4.2.6 Submit LCP Amendment to Coastal Commission
- 4.3 Public Outreach and Engagement
 - 4.3.1 CEP will function as project charter to ensure Noyo Harbor report reflects community objectives as it is the community that will be implementing recommendations and future projects.

Task 4 Deliverables/Outcomes:

- Draft LCP Amendment
- Locally adopted LCP Amendment
- Submittal of LCP Amendment to Coastal Commission

C. SCHEDULE

Project start/end dates:

| | |
|---|--|
| Task 1. Project Initiation and Management | Projected start/end dates: |
| 1.1 Project Initiation | March 2023 |
| 1.2 Grant Administration | March 2023 – October 2026 |
| 1.3 Project Management | March 2023 – October 2026 |
| Outcome/Deliverables: <ul style="list-style-type: none"> a. Quarterly progress reports and RFFs b. Close-out | <ul style="list-style-type: none"> a. Quarterly for duration of grant term b. October 2026 |
| Task 2. Equitable Outreach and Coordination | Projected start/end dates: |
| 2.1 Agency Coordination | April 2023 – October 2026 |
| 2.2 Noyo Ocean Collective | March 2023 – October 2026 |
| 2.3 Community Engagement | March 2023 – October 2026 |
| Outcome/Deliverables <ul style="list-style-type: none"> a. Draft Communication and Engagement Plan (CEP) b. Final CEP c. Implementation of CEP | <ul style="list-style-type: none"> a. August 1, 2023 b. September 29, 2023 c. September 2023 – January 2026 |
| Task 3. Noyo Harbor Blue Economy Visioning, Resiliency and Implementation Plan | Projected start/end dates: |
| 3.1 Site-specific sea level rise analysis | September 2023 – March 2024 |

EXHIBIT A

| | |
|---|---|
| 3.2 Parcel inventory and site conditions assessment | September 2023 – March 2025 |
| 3.2 Identification of blue economy opportunities and investment | September 2023 – March 2025 |
| Outcome/Deliverables a. Draft Noyo Harbor Blue Economy Visioning, Resiliency and Implementation Plan (Noyo Harbor Plan) b. Final Noyo Harbor Plan | a. June 2, 2025 b. September 30, 2025 |
| Task 4. LCP Amendment | Projected start/end dates: |
| 4.1 Coordination with Mendocino County | June 2025 – September 2025 |
| 4.2 Coordination with CCC staff | June 2025 – October 2026 |
| Outcome/Deliverables a. Draft LCP Amendment b. Locally adopted LCP Amendment c. Submittal of LCP Amendment to Commission | a. June 1, 2026 b. September 30, 2026 c. October 15, 2026 |

D. BENCHMARK SCHEDULE

| ACTIVITY | COMPLETION DATE |
|--|--------------------|
| LCP Amendment Project Launch | June 2025 |
| Final Communication and Engagement Plan | September 29, 2023 |
| Final Noyo Harbor Blue Economy Visioning, Resiliency and Implementation Plan | September 30, 2025 |
| Draft LCP Amendment | June 1, 2026 |
| Locally adopted LCP Amendment | September 30, 2026 |
| Submittal of LCP Amendment to Commission | October 15, 2026 |

EXHIBIT A1

DEFINITIONS

1. The term “Agreement”; this Grant Agreement.
2. The term “Budget Act”; the annual enacted version of the Budget Bill which makes appropriations for the support of the government of the State of California.
3. The term “Chief Deputy Director”; the Chief Deputy Director of the Commission.
4. The terms “Commission” or “Coastal Commission” and the acronym “CCC” all refer to the California Coastal Commission.
5. The term “Executive Director”; the Executive Director of the Commission.
6. The term “Grant” or “Grant Funds”; in the case of LCP grants, the money provided by the California Climate Investments program or, in the case of Public Education grants, sales and renewals of the WHALE TAIL[®] Specialty License Plate, or California’s Voluntary Tax Check-Off Program, or General Fund/Local Assistance, and administered by the Coastal Commission to the Grantee pursuant to this Agreement.
7. The term “Grant Manager”; the representative of the Commission with authorization per the Executive Director to administer and provide oversight of the Grant.
8. The term "Grantee"; an applicant who has a signed agreement for Grant Funds.
9. The term "Project"; the activity described under the Scope of Work, attached as EXHIBIT A, to be accomplished with Grant Funds.
10. The term “Project Budget”; the Commission approved cost estimate submitted to the Commission’s Grant Manager for the Project. 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 the Scope of Work. The Project Budget must include the set administrative and indirect costs agreed upon by the Parties if applicable.
11. The term “Public Agency”; any State of California department or agency, a county, city, public district or public agency formed under California law.
12. The term “Scope of Work” refers to EXHIBIT A, including the approved Project Description, Tasks, and Schedules.
13. The term “Termination Date”; the date by which all activity for the project must be concluded, as specified in the signature page of this Agreement. Work performed after this date cannot be reimbursed.

EXHIBIT B
BUDGET

| <i>City of Fort Bragg</i> | <i>CCC Grant Total</i> | <i>Match/Other Funds</i> | <i>Total (LCP Grant Funds + Match/Other Funds)</i> |
|---|------------------------|--------------------------|--|
| LABOR COSTS¹ | | | |
| City Staff Labor | | | |
| Task 1 – Invoicing and Reporting and Project Management | \$45,990.00 | | \$45,990.00 |
| Task 2 – Outreach Efforts and CEP Development | \$95,000.00 | | \$95,000.00 |
| Task 3 – Draft/Final Report | \$118,000.00 | | \$118,000.00 |
| Task 4 – LCP Amendment | \$45,000.00 | | \$45,000.00 |
| Total Labor Costs | \$303,990.00 | | \$303,990.00 |
| DIRECT COSTS | | | |
| Consultants²/Partners | | | |
| Noyo Harbor Master Anna Neuman | | | |
| Task 1 – Project Management | \$10,000.00 | | \$10,000.00 |
| Task 2 – Outreach and coordination | \$20,000 | | \$20,000 |
| Task 3 – Noyo Harbor Blue Economy Visioning, Resiliency and Implementation Plan | \$20,000 | | \$20,000 |
| Unidentified Consultants (to be selected through competitive RFP process; specific budget items will be updated once consultants are chosen) | | | |
| Task 2 – CEP Support | \$25,000.00 | | \$25,000.00 |
| Task 3 – Site specific sea level rise vulnerability, tsunami hazards, and erosion assessment | \$190,000.00 | | \$190,000.00 |
| Task 3 – Parcel Survey | \$30,000.00 | | \$30,000.00 |
| Task 3 – Facilities Assessment | \$90,000.00 | | \$90,000.00 |
| Task 3 – Water Quality / Aquaculture Assessment | \$150,000.00 | | \$150,000.00 |

¹ Amount requested should include total for salary and benefits.

² All consultants must be selected pursuant to a bidding and procurement process that complies with all applicable laws.

EXHIBIT B

| <i>City of Fort Bragg</i> | <i>CCC Grant Total</i> | <i>Match/Other Funds</i> | <i>Total (LCP Grant Funds + Match/Other Funds)</i> |
|--|------------------------|--------------------------|--|
| Task 3 – Special District Analysis | \$20,000.00 | | \$20,000.00 |
| Task 4 – LCP Update | \$40,000.00 | | \$40,000.00 |
| Consultants Total | \$595,000.00 | | \$595,000.00 |
| Total Direct Costs | \$898,990.00 | | \$898,990.00 |
| OVERHEAD/INDIRECT COSTS³ | | | |
| City Staff Overhead/Indirect Costs | - | | - |
| TOTAL PROJECT COST | \$898,990 | | \$898,990 |

³ 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 B1

BUDGET DETAIL AND PAYMENT PROVISIONS
(Local Coastal Programs)

1. **Request for Funds**

- A. For performance of activities satisfactorily rendered during the term of this Agreement (as specified in EXHIBITS A and B), 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 no more frequently than monthly (except as requested by the Commission) but no less frequently than quarterly (assuming activity occurred within that quarter) in arrears via email to your LCP grant coordinator or mailed in triplicate to:
- California Coastal Commission
Attn: Awbrey Yost
Statewide Planning Division
1385 8th St., Suite 130
Arcata, CA 95521
- C. Each RFF form shall contain the following information:
1. Grantee’s name and address as shown in this Agreement.
 2. Invoice number and date of the RFF
 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 A.
 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 B), 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 including the cumulative expenditures to date, the expenditures during the reporting period, and the unexpended balance of funds under this Agreement.
 8. The total amount of all other funds, including matching funds, under the Grantee Matching Funds section of the RFF.

EXHIBIT B1

- 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.). Progress reports must be submitted no less frequently than on a quarterly basis, even if an RFF is not submitted.
- 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.
- 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 and will withhold payment until all required information is received or corrected. In the case of non-compliance, the Commission will issue a formal Invoice Dispute Notification [STD (209)] and take necessary action in resolving any disputed matter(s). 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. The Grantee shall expend Grant Funds in the manner described in the Scope of Work and Project Budget 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 first submits a revised Project Budget for the purpose of amending the Project Budget. In any event, the total amount of the Grant Funds may not be increased, except by written amendment to this agreement and only if approved by the Commission.

2. **Budget Contingency Clause**

- A. It is mutually agreed that if the final Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the Grant Program, this Agreement shall be of no further force and

EXHIBIT B1

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 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.

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 C

GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the California Coastal Commission. Grantee may not commence performance until such approval has been obtained.
2. **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 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 (EXHIBIT A) and Project Budget (EXHIBIT B) approved by the Commission. In any event, the total amount of the Grant Funds may not be modified, except by written amendment to this Agreement. Any subsequent changes or additions to the Scope of Work and Project Budget approved by the Commission in writing are hereby incorporated by reference to this Agreement as though set forth in full in this Agreement. Changes to the grant term and/or the total amount of Grant Funds will require a formal amendment, while changes to Scope of Work (EXHIBIT A) and the Project Budget (EXHIBIT B) may be done through an informal amendment, found in EXHIBIT F.

3. **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 or informal written amendment.
4. **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.
5. **DISPUTES**: Grantee shall continue with the responsibilities under this Agreement during any dispute.
6. **NO CREATION OF AGENT RELATIONSHIP**: 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.

EXHIBIT C

7. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Grantee and its consultants, subconsultants 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.

8. CERTIFICATION CLAUSES: The GRANTEE CERTIFICATION CLAUSES contained in the document GCC-1/2019 are hereby incorporated by reference and made a part of this Agreement (EXHIBIT E) by this reference as if attached hereto.
9. TIMELINESS: Time is of the essence in this Agreement.
10. 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.
11. GOVERNING LAW: This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
12. ANTITRUST CLAIMS: The Grantee by signing this agreement hereby certifies that if services or goods are obtained through a public purchase 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:

EXHIBIT C

- 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 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.
13. 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

EXHIBIT C

- 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.
14. 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.
15. 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.
16. 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 Project Budget 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.

EXHIBIT D

Special Terms and Conditions

1. 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 \$898,990 (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 A and the Project Budget pursuant to EXHIBIT B. Changes in the Scope of Work or Project Budget must continue to ensure timely and effective completion of the Project, including where applicable a new or updated Local Coastal Program for certification by the Commission. Any modification or alteration in the Scope of Work or Project Budget on file with the Commission must be submitted to the Commission for approval. Changes to the Scope of Work or Project Budget shall require an amendment to this Agreement (see "Amendments" under EXHIBIT C).
- D. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.
- E. As applicable, 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, WHALE TAIL® Grants, grants previously awarded by the Coastal Commission, grants awarded by the Ocean Protection Council as well as grants awarded by the State Coastal Conservancy.
- F. Final invoicing shall be submitted promptly following the termination date of the grant or upon a date mutually agreed upon by the Grantee and the Grant Manager.
- G. Grantee certifies that the Project does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, the California Coastal Act, health and safety codes, and disabled access laws.

EXHIBIT D

2. POTENTIAL CONSULTANTS/CONTRACTORS

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 Grant Project terms that preserve the rights, interests, and obligations for the benefit of the Commission and its funding sources as described in EXHIBIT C ("General Terms and Conditions") and EXHIBIT D/D1/D2 ("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, prior to executing an agreement for services, the Grantee shall inform the Grant Manager of the selection of the third party.

Grantees seeking subcontractors under this Agreement to perform any services exceeding the cost of \$10,000.00 shall select those contractors pursuant to a process that seeks three competitive quotations or adequate justification for the absence of bidding.

All consultants and subcontractors are subject to all terms and conditions of this agreement in accordance with the California State Contracting Manual. Consultants seeking travel reimbursement see "Travel Reimbursement" clause below.

3. 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. Grantees shall ensure that travel and related expenses, including Grantee's consultant and subconsultant travel and related

EXHIBIT D

expenses, submitted to the Commission for reimbursement, do not exceed the State rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations, unless prior written approval permitting the expenses to be in excess of state rates was obtained, as noted above.

4. 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).

Grantees shall receive prior authorization in writing by the Commission before reimbursement for any purchase order or subcontract exceeding \$10,000.00 for any articles, supplies, equipment, or services. The contractor shall provide in the request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost and the reasonableness of the price or cost.

5. 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 his/her 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.

6. 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 D

7. REALLOCATION OF FUNDS

If Grantee fails to meet the performance criteria and/or Benchmarks in this Agreement, the Executive Director or his designee may immediately upon written notice cancel this Agreement or request to amend the Agreement, and as feasible, 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.

8. SURVIVAL

The obligations in the "INDEMNIFICATION" and "AUDIT REQUIREMENTS AND FINANCIAL RECORDKEEPING" clauses of the General Terms and Conditions (EXHIBIT C), and in the "ACKNOWLEDGMENT" and "WORK PRODUCT" clauses in the Special Terms and Conditions (EXHIBIT D1), as well as any other provisions in this Agreement that by their nature are intended to survive termination or expiration, shall survive the termination of this Agreement.

9. 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.

10. 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.

EXHIBIT D1

Local Coastal Program (LCP) Terms and Conditions

Definitions

1. The term “Benchmark”; specific tasks or project deliverables identified in the Scope of Work as approved by the Commission.
2. The term “Disadvantaged Community” refers to communities identified by the California Environmental Protection Agency as the top 25% most impacted census tracts in [CalEnviroScreen 4.0](#), a screening tool used to help identify communities disproportionately burdened by multiple sources of pollution and with population characteristics that make them more sensitive to pollution.
3. The term “General Fund” or the acronym “GF” all refer to the General Fund.
4. The term “LCP” refers to Local Coastal Program.
5. 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. *CA Code of Reg. Title 14 Division 5.5 Ch. 8 Sub. 2*
6. The term “Low-Income Community” refers to communities and households that are found within census tracts and households, respectively, that are either at or below 80 percent of the statewide median income, or at or below the threshold designated as low-income by the California Department of Housing and Community Development’s [adopted list of state income limits](#).
7. The term “Materials”; 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.
8. The term “Other Sources of Funds”; cash or in-kind contributions that are required or used to complete the Project beyond the Grant Funds provided by this Agreement.
9. 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. *GC Title 2. Government of the Statute of CA [8000-22980], Division 4. Fiscal Affairs [16100-1777], Part 2. State Funds [16300-16649.95], Ch. 1.16314*

EXHIBIT D1

10. The term “Request for Funds Form” or “RFF Form”; the form that will be submitted requesting payment and which is described in EXHIBIT B1.
11. 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.
12. 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.
13. The term “Round 3” refers to the Commission’s third round of LCP grant funding that commenced in Fiscal Year 2016-2017 under the Local Coastal Program Local Assistance Grant Program.
14. The term “Round 4” refers to the Commission’s fourth round of LCP grant funding that commenced in Fiscal Year 2017-2018 under the Local Coastal Program Local Assistance Grant Program.
15. The term “Round 5” refers to the Commission’s fifth round of LCP grant funding that commenced in Fiscal Year 2018-2019 under the Local Coastal Program Local Assistance Grant Program.
16. The term “Round 6” refers to the Commission’s sixth round of LCP grant funding that commenced in Fiscal Year 2019-2020 under the Local Coastal Program Local Assistance Grant Program.
17. The term “Round 7” refers to the Commission’s seventh round of LCP grant funding that commenced in Fiscal Year 2021-2022 under the Local Coastal Program Local Assistance Grant Program.
18. The term “Round 8” refers to the Commission’s eighth round of LCP grant funding that commenced in Fiscal Year 2022-2023 under the Local Coastal Program Local Assistance Grant Program.
19. The term “Sea Level Rise Guidance” refers to the Coastal Commission’s Sea Level Rise Policy Guidance document adopted in August 2015 and updated in 2018. 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.

EXHIBIT D1

LCP Terms and Conditions

1. PURPOSE OF GRANT FUNDING

Grant funds shall be used to fulfill the goals of the California Climate Investments program, including planning for strategies to reduce greenhouse gas emissions, adapt to the impacts of climate change, and maximize benefits to disadvantaged and low-income communities.

2. ACKNOWLEDGEMENT

In order to acknowledge the Commission's support of the project, the Commission's name and logo shall be included in a prominent location in all materials related to the LCP Grant Project, including, but not limited to: Grantee reports or website postings about the grant program; draft and final work products, such as vulnerability assessments, adaptation plans, land use plans and implementation plans; and public outreach-related materials, including workshop announcements, press releases, contacts with the media, signage, invitations, and other media-related and public outreach products. Less formal materials, such as stakeholder participation rosters and outreach agendas, do not need to include acknowledgement of Commission support. 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 as third-party beneficiaries of those provisions. The Commission shall have the right to republish any material generated as a result of this Agreement.

3. WORK PRODUCT

It shall be the Commission's Grant Manager's sole determination as to whether grant materials (*i.e.*, project deliverables in Scope of Work) have been successfully completed and are acceptable to the Commission. The Commission reserves the right to withhold reimbursement under the REIMBURSEMENT clause for materials deemed incomplete or substandard. For materials that constitute LCPs, including Land Use Plans and Implementation Plans, the standard of review in determining whether a LCP is 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 materials are subject to the unqualified and unconditional rights of the Commission as set forth in this section. The Commission 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 is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of

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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 request. 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 Grant Project terms that preserve the rights, interests, and obligations created by this section, and that identify the Commission as a third-party beneficiary of those provisions.

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 reports, and participation in stakeholder advisory groups, as feasible, to ensure timely and successful completion of the Project.

4. PUBLIC ENGAGEMENT and TRIBAL CONSULTATION

Public outreach shall target all interested members of the public, including visitors and other non-residents to the maximum extent feasible for the purpose of meaningful engagement in policy development, technical studies, and other tasks conducted pursuant to the grant Project. All public outreach activities related to the Project shall, to the maximum extent feasible, proactively engage those who already face disproportionate environmental burdens or vulnerabilities to environmental hazards, and/or those who come from communities of existing social inequalities, including members of the public and organizations from the following communities: disadvantaged communities, communities of color and/or low income, communities with low capacity to adapt to climate change, and communities not in close proximity to the shoreline but who visit and recreate there. Outreach activities shall seek to provide maximum opportunities for these groups to engage with and provide input on the tasks

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of the Project. Grantees shall also seek to engage with California Native American Tribes in line with the Coastal Commission's Tribal Consultation Policy ([adopted August 2018](#)).

5. 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.

6. DIGITAL AND PAPER SUBMITTAL OF MATERIALS

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 and maps in both paper and editable digital format to the Coastal Commission.

7. 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:

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

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

- | | |
|---|--|
| 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.

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- E. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Commission and approved in writing by the Executive Director.
- F. Verification of Coverage. The Grantee shall furnish the Grant Manager with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Grant Manager within 30 working days from the start date of the Grant Project. The Commission reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.
- G. Premiums and Assessments. The Commission is not responsible for premiums and assessments on any insurance policy

8. COASTAL COMMISSION SEA LEVEL RISE GUIDANCE

Grantees shall use the Commission's [Sea Level Rise Policy Guidance](#), [Critical Infrastructure Guidance](#), Local Government Working Group [Baseline SLR LCP policies](#), and other information to inform the development of sea level rise impact assessments, vulnerability assessments, and LCP Land Use Plan and Implementation Plan completion or updates.

9. VULNERABILITY ASSESSMENTS and ADAPTATION PLANNING

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 assessment and adaptation planning work shall include: (1) analysis of 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, (3) anticipated changes in beach width and other habitat areas under future sea level rise scenarios, (4) evaluation of the feasibility and effectiveness of various protection, accommodation, and retreat strategies, including nature-based adaptation strategies like living shorelines, sediment management, and beach nourishment, (5) evaluation of sea level rise vulnerability of existing and planned segments of the California Coastal Trail, (6) incorporation of the subject of environmental justice by, to the extent feasible, analyzing the differential impacts of sea level rise upon various demographics and community groups, and (7) consideration of the latest reports on sea level rise science and recommendations from the state of California, including [Rising Seas in California](#) (Griggs et al. 2017), the most recently adopted update to the [State Sea-Level Rise Guidance](#), and the most recent version of the [Safeguarding California Plan](#). Scenarios analyzed should include Medium-high Risk Aversion and Extreme Risk Aversion scenarios per the Commission's

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Sea Level Rise Policy Guidance and the State Sea-Level Rise Guidance recommendations to aid in planning and understanding the worst-case scenario for projected time horizons.

10. 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. Entities working on sea level rise projects include, but are not limited to, the State Coastal Conservancy, the Ocean Protection Council, The Nature Conservancy, NOAA, and USGS. Coordination includes early coordination meetings among the different entities, sharing of technical analyses and lessons learned as well as consideration of regional adaptation policies, and development of LCP policies.

11. 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.

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.

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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.

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.

EXHIBIT E

CERTIFICATION (GCC-1/2019)

The Grantee's signor CERTIFIES UNDER PENALTY OF PERJURY that they are duly authorized to legally bind the Grantee to the clauses below. This certification is made under the laws of the State of California.

GRANTEE CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Grantee has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the Coastal Commission determines that any of the following has occurred: (1) the Grantee has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION**: Grantee certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Grantee within the immediately preceding two-year period because of Grantee's failure to comply with an order of a Federal court which orders Grantee to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

EXHIBIT E

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Grantee hereby certifies that Grantee will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Grantee agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Grantee hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Grantees contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Grantee further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The Grantee agrees to cooperate fully in providing reasonable access to Grantee records, documents, agents or employees, or premises if reasonably required by authorized officials of the Coastal Commission, the Department of Industrial Relations, or the Department of Justice to determine Grantee compliance with the requirements under paragraph (a).

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7. DOMESTIC PARTNERS: For Grantee Agreements of \$100,000 or more, Grantee certifies that the Grantee and/or its subcontractors/consultants are in compliance with Public Contract Code section 10295.3.
8. GENDER IDENTITY: For Grantee Agreements of \$100,000 or more, Grantee certifies that Grantee is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410)

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent Grantee with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the agreement while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (PCC 10420)

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Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. GRANTEE NAME CHANGE: An amendment is required to change the Grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
 - a. When agreements are to be performed in the state by corporations, the Coastal Commission will be verifying that the Grantee is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Grantee performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. The Coastal Commission will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated

EXHIBIT E

by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all Grantees that are not another state agency or other government entity.

EXHIBIT F

INFORMAL AMENDMENT

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: _____