

CALIFORNIA COASTAL COMMISSION  
**STANDARD GRANT AGREEMENT**

(Rev 12/19)

AGREEMENT NUMBER

**LCP -19-11**

FEDERAL ID NUMBER

**95-6000723**

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

The City of Huntington Beach

2. The term of this Agreement is: Upon Execution Or 02/15/2020 through 03/31/2022 (the "Termination Date")
3. The maximum amount of this Agreement is: \$ 200,000.00 Two Hundred Thousand Dollars and Zero Cents
4. The parties agree to comply with the terms and conditions of the following EXHIBITS, which are by this reference made a part of the Agreement.

|  |          |
|--|----------|
| EXHIBIT A – Scope of Work  | 10 pages |
| EXHIBIT A1- Definitions  | 1 pages  |
| 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 | 10 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 pages  |

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.)

The City of Huntington Beach

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Ursula Luna Reynosa, Community Development Director

ADDRESS

2000 Main St., Huntington Beach, CA 92648

**STATE OF CALIFORNIA**

AGENCY NAME

California Coastal Commission

BY (Authorized Signature)

DATE SIGNED(Do not type)

04/09/2020



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**

☒ 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 will be:

|  |  |
|--|--|
| <b>State Agency:</b><br>California Coastal Commission      | <b>Grantee:</b><br>City of Huntington Beach                  |
| Name: Madeline Cavalieri<br>("Grant Manager")              | Name: Ursula Luna Reynosa, Community<br>Development Director |
| Address:<br>725 Front Street #300,<br>Santa Cruz, CA 95060 | Address:<br>2000 Main St.<br>Huntington Beach, CA 92648      |
| Phone: (831) 427-4890                                      | Phone: (714) 536-5271  |
| Fax: (831) 427-4877  | Fax: (714) 374-1648  |
| Email:<br>madeline.cavalieri@coastal.ca.gov                | Email: ursula.luna-reynosa@surfcity-hb.org                   |

3. All inquiries will be directed to:

|  |   |
|--|---|
| <b>State Agency:</b><br>California Coastal Commission            | <b>Grantee:</b><br>City of Huntington Beach             |
| Section/Unit: Statewide Planning                                 | Section/Unit: Community Development<br>Department       |
| Name: Kelsey Ducklow<br>("LCP Grant Coordinator")                | Name: Ricky Ramos, Senior Planner                       |
| Address:<br>45 Fremont St. Suite 2000<br>San Francisco, CA 94105 | Address:<br>2000 Main St.<br>Huntington Beach, CA 92648 |
| Phone: (415) 904-2335  | Phone: (714) 536-5624                                   |
| Fax: (415) 904-5400  | Fax: (714) 374-1648                                     |
| Email:<br>Kelsey.ducklow@coastal.ca.gov                          | Email: rramos@surfcity-hb.org                           |



**EXHIBIT A**  
**SCOPE OF WORK**

**Name of Local Government:** City of Huntington Beach

**Name of Project:** Huntington Beach Comprehensive Local Coastal Program Update

**Funding Source:** Greenhouse Gas Reduction Fund

**Specific Program:** Local Coastal Program Local Assistance Grant Program

**Federal Tax ID#:** 95-6000723

**Budget Summary:**

CCC funding: \$200,000

Other funding: \$124,340

Total project cost: \$324,340

**Term of Project:** February 15, 2020 or grant agreement execution date – March 31, 2022

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**PROJECT DESCRIPTION**

The scope of the proposed project includes an update to the Sea Level Rise (SLR) Vulnerability Assessment that was completed in 2014 in preparation for the City of Huntington Beach's General Plan Update. This update will inform the development and adoption of a Coastal Resiliency Program (CRP) Update and a comprehensive update to the Coastal Element of the City's Local Coastal Program (LCP), which has not been comprehensively updated since 2001. The SLR Vulnerability Study will also inform development and adoption of an update to the City's existing Floodplain Ordinance which is a portion of the City's LCP IP.

**TASKS**

**Task 1. Project Launch**

**1.1: Project Kick-off meeting** – Following the award, a kick-off meeting with California Coastal Commission (CCC) staff will be held to discuss grant procedures and project expectations, including the project schedule, invoicing, quarterly reporting, and other relevant information. The City will produce notes summarizing the meeting. **Responsible Party: City of Huntington Beach**

**1.2: Consultant Selection Process** – Complete process for selection of a consultant using State-approved procurement procedures. The City will select a qualified consultant that can complete the proposed project in accordance with CCC Objectives. **Responsible Party: City of Huntington Beach**

## EXHIBIT A

**1.3: Staff Coordination with Selected Consultant to Track Project Progress** – The City and consultant will conduct regular phone calls to facilitate effective communication regarding upcoming tasks and ensure the project is completed in a timely and fiscally responsible manner. **Responsible Party: City of Huntington Beach and Consultant**

**1.4: Invoicing & Quarterly Reporting** – As required by grant administration procedures, the City will submit complete invoice packages to CCC staff based on milestone completion on a quarterly basis. The City will also submit quarterly reports to CCC staff providing a summary of project progress and grant/local match expenditures. Consultant is responsible of drafting reports and the City is responsible of reviewing reports before sending to the CCC. **Responsible Party: City of Huntington Beach and Consultant**

### Outcomes/Deliverables:

- Project kick-off meeting notes
- Executed consultant contract
- Invoice packages and quarterly reports

## Task 2. Sea Level Rise Vulnerability Assessment Update

**2.1: Background Data Collection Update to Incorporate New CCC Guidance and Best Available Science** – In 2017, the City adopted a comprehensive update to the General Plan. As part of the General Plan update effort, in 2014, the City prepared a SLR Vulnerability Assessment that was consistent with the adopted CCC Guidance available at the time. This previously completed SLR Vulnerability Assessment does not include new guidance from the CCC that has been adopted in the years since, including the 2015 Original SLR Policy Guidance Document and the 2018 Science Update to the SLR Policy Guidance. It also does not include the best available science outlined in the 2018 OPC State SLR Guidance Document.

To update the existing SLR Vulnerability Assessment for consistency with new CCC guidance, the consultant will collect and analyze the best available data and projections provided in the 2018 OPC State SLR Guidance Document. **Responsible Party: Consultant**

**2.2: Coastal Conditions Assessment** – The consultant will complete an updated coastal conditions assessment that incorporates new CCC guidance. This data analysis will provide the range of beach profiles from multiple seasons, and from each profile will be extracted beach slopes (for wave runup), backshore toe elevation (for calculating erosion potential), and crest elevation (for calculating wave overtopping and flooding). A mean high-water shoreline location will be extracted for inclusion in the historical shoreline change analysis. This will result in a backshore classification showing locations



## EXHIBIT A

of coastal armoring, inlets, and dunes that have the relevant geomorphic data necessary to run SLR models. **Responsible Party: Consultant**

**2.3: Planning Area Inventory Update** – As part of the 2014 SLR Vulnerability Assessment, the City completed a geo-referenced inventory of facilities potentially affected by SLR. The assessment found that by 2030 and 2050 major roadways, public facilities, and residential areas in the coastal zone are vulnerable during combined extreme high tide and coastal storm wave events. By 2100 there is potential for widespread inundation across large portions of northern Huntington Beach in the vicinity of Sunset Beach, Huntington Harbor, and Bolsa Chica. Critical facilities like the AES Southland (AES) power plant and the Orange County Sanitation District (OCSD) wastewater treatment facility in south Huntington Beach are vulnerable to tidal inundation, extreme wave events, and stormwater runoff. Beaches, stormwater and transportation infrastructure, public facilities, ecosystems, and commercial and residential buildings are also vulnerable.

As part of the proposed SLR update, the consultant will analyze this existing inventory of impacted facilities for consistency with updated SLR Vulnerability Assessment findings, with CCC SLR Adopted Policy Guidance, and with the 2018 OPC State SLR Guidance. This inventory will be updated and augmented if necessary. **Responsible Party: Consultant**

**2.4: Outreach Prior to Modeling** – The consultant will solicit input from the CCC and other resource agency staff regarding data and approach. **Responsible Party: Consultant**

**2.5: Model SLR Scenarios** – The City's 2014 SLR Vulnerability Assessment included a citywide assessment that divided the City into shoreline and inland waterway planning areas and evaluated six scenarios utilizing three different horizon years (2030, 2050, and 2100) with low and high SLR estimates.

The consultant will model new SLR scenarios in conjunction with other coastal factors as identified in the City's LCP and based on agency guidance, such as erosion, flooding and storm impacts, inundation, and saltwater intrusion into freshwater resources. In modeling a range of updated SLR scenarios based on the best available science, the consultant will follow the guidance provided in the 2018 OPC State SLR Guidance. **Responsible Party: Consultant**

**2.6: Conduct Updated SLR Vulnerability Assessment** – An updated SLR vulnerability assessment will be conducted for each of the infrastructure elements and other development categories identified such as public access, recreation facilities and environmentally sensitive habitat and will be performed in accordance with the 2018 OPC State SLR Guidance Document. Sensitivity assessments will consider how sensitive a planning area is to projected effects, as well as its capacity to adapt to those effects. A draft vulnerability assessment report will be prepared to allow for at least one month of

**EXHIBIT A**

review by Coastal Commission staff and other stakeholders. A final vulnerability assessment report will then be prepared that incorporates comments. **Responsible Party: Consultant**

**2.7: Study Approach Summary** – Consultant will prepare a summary of project approach and analysis methods to be incorporated into the vulnerability assessment report for reference use by other jurisdictions and resource agencies. **Responsible Party: Consultant**

**Outcomes/Deliverables:**

- Inventory of data gathered provided in electronic format
- Updated Baseline Conditions Assessment and Memo
- Draft and Final SLR Vulnerability Assessment and summary of study approach

**Task 3. Coastal Resiliency Plan Update**

**3.1: Review Current Coastal Resiliency Program, Existing Studies, and Adaptation Policies** – As part of the 2017 General Plan Update, the City prepared a Coastal Resiliency Program (CRP) and identified strategies and implementation measures to address and adapt to hazards associated with SLR. The CRP was intended to serve as a “bridge document” linking the General Plan to a future comprehensive LCP update in an advisory manner that allows both documents to incorporate SLR considerations, consistent with new CCC Guidance, into the planning process to achieve a common vision for a resilient community. As a result, some of the recommended strategies and implementation steps described in the current Coastal Resiliency Program were identified as more appropriate for addressing in a future LCP Update.

The consultant will review the City’s current CRP as well as existing studies and adaptation policies that have been implemented elsewhere in order to consider best practices for completing the proposed CRP Update. The consultant also will review updates to the CCC’s SLR policy guidance that have been adopted since the City completed this initial CRP document, including the 2015 Original SLR Policy Guidance Document, the 2018 Science Update to the SLR Policy Guidance, and the 2018 OPC State SLR Guidance Document. **Responsible Party: Consultant**

**3.2: Conduct a Public Outreach Process** – The City and the consultant will conduct a public outreach process that educates and engages the community and other stakeholders affected by SLR. In contrast to public outreach completed for the CRP as part of the General Plan update, this public outreach process will be specific to the impacts of SLR and will focus on educating and engaging stakeholders in the CRP update process. The City will also solicit input from CCC and other resource agency staff as well as the local community during Plan reparation. A potential obstacle associated with this aspect of the work plan is the possible time delay associated with soliciting input from a



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variety of agencies and individuals. **Responsible Party: City of Huntington Beach and Consultant**

**3.3: Develop SLR-Related Options and Policies** – The consultant will develop an updated menu of SLR-related options and policies that may be used by the City to address potential hazards and to incorporate these policies in the LCP update.

**Responsible Party: Consultant**

**3.4: Prepare Coastal Resiliency Plan** – The consultant will prepare an update to the Coastal Resiliency Plan as a result of the vulnerability assessment and an evaluation of the options and policies, which includes guiding principles, goals and preparedness actions. Reviewing data for both inside and outside the Coastal Zone may help assign varying levels of priority for facilities and resources. For example, facilities within the Coastal Zone could be assigned to short-term mitigation plans, and facilities located inland of the Coastal Zone could be designated for longer-term solutions. The second potential obstacle in the work plan is the challenge of developing consensus around policies and strategies that result in trade-offs.

A draft Coastal Resiliency Plan will be prepared to allow for at least one month of review by Coastal Commission staff and other stakeholders. A final Coastal Resiliency Plan will then be prepared that incorporates comments. **Responsible Party: Consultant**

**3.5: Establish a Monitoring Program** – With the assistance of the consultant, the City will establish a monitoring program based on public data sources. **Responsible Party: City of Huntington Beach and Consultant**

**Outcomes/Deliverables**

- Draft and Final Coastal Resiliency Program Update
- Public outreach presentation and summary
- Monitoring Program Summary

**Task 4. Coastal Element Update**

**4.1: Draft Coastal Element Update** – Based on the data collected (Sea Level Rise Vulnerability Assessment and Coastal Resiliency Plan) and policy framework, the consultant will identify components of the General Plan Coastal Element, which functions as the Land Use Plan component of the City's certified LCP, and LCP Implementing Ordinances that warrant modification. The consultant will also identify other plans, such as infrastructure master plans that may also require modification in light of new findings from the updated SLR Vulnerability Assessment. After identifying these elements and the feedback gathered in the public outreach meetings conducted as part of Task 3, the consultant will develop a Draft Coastal Element Update. The Draft will be posted on the City's website and distributed to interested parties for comment.

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The City will also work with CCC staff to revise the draft as necessary and will incorporate any input into the final draft of the Coastal Element for CCC certification. CCC staff will have at least one month to review draft changes. **Responsible Party: City of Huntington Beach and Consultant**

**4.2: Prioritize Implementation Elements for Implementation Program and Identify Funding Sources** – The consultant will conduct an analysis to prioritize the potential land use and other implementation improvements based on vulnerability, impact, timeframe, and cost. The consultant will also review and identify potential funding sources for future implementation of priority projects. This analysis will be summarized in a report (Priority and Potential Funding Sources Report). **Responsible Party: Consultant**

**4.3: Final Coastal Element Update** – Complete the final report that addresses the comments from Community Workshops, public feedback gathered during the community outreach for sea level rise vulnerability and risk assessment (Task 2), and input from CCC staff, City staff, officials, or other relevant parties on the Draft Coastal Element Update. The consultant will submit hard copies and electronic copies to the CCC. All plans will credit the financial contribution of the grant program on the cover of the report. **Responsible Party: Consultant**

**4.4: City Council Adoption** – Presentation by consultant on the final Coastal Element Update at a City Council meeting. Resolve any issues, if applicable. Adopt final City of Huntington Beach Coastal Element Update for the City's LCP and submit to the Coastal Commission for certification along with necessary/appropriate supporting documents and information. **Responsible Party: City of Huntington Beach and Consultant**

### Outcomes/Deliverables:

- Draft Coastal Element Update
- Priority and Potential Funding Sources Report
- Final Coastal Element
- Submittal of locally-adopted Coastal Element Update

### Task 5. Floodplain Ordinance Update

**5.1: Draft Floodplain Ordinance Update** – Based on the data collected and policy framework, the consultant will identify components of the City's Floodplain Ordinance that warrant modification. After identifying these elements and the feedback gathered in the public outreach meetings conducted as part of Task 3, the consultant will develop a Draft Floodplain Ordinance Update. The Draft will be posted on the City's website and distributed to interested parties for comment. **Responsible Party: Consultant**



## EXHIBIT A

**5.2: Public Outreach and Information Process** – The City and the consultant will conduct a public outreach process that educates and engages the community and other stakeholders regarding the proposed updates to the Floodplain Ordinance. The City will also work with CCC staff to revise the draft as necessary and will incorporate any input into the final draft of the Floodplain Ordinance Update. CCC staff will have at least one month to review draft changes. **Responsible Party: City of Huntington Beach and Consultant**

**5.3: Final Floodplain Ordinance Update** – Complete the final report that addresses the public outreach process and input from CCC staff, City staff, officials, or other relevant parties on the Draft Floodplain Ordinance Update. The consultant will submit hard copies and electronic copies to the CCC. **Responsible Party: Consultant**

**5.4: City Council Adoption** – Presentation by consultant on the final Floodplain Ordinance Update at a City Council meeting. Resolve any issues, if applicable. Adopt final City of Huntington Beach Floodplain Ordinance Update and submit to CCC for certification along with necessary/appropriate supporting documents and information. **Responsible Party: City of Huntington Beach and Consultant**

### Outcomes/Deliverables:

- Draft Floodplain Ordinance
- Public Outreach Slideshow Presentation and Meeting Notes
- Final Floodplain Ordinance Report
- Submittal of locally-adopted Floodplain Ordinance

**EXHIBIT A****SCHEDULE**

Project start/end dates: 2/15/2020 or grant agreement execution date – 3/31/2022

*[Tentative schedule below is subject to further refinement once a consultant is hired]*

|  |                              |
|--|------------------------------|
| <b>Task 1 – Project Launch</b>   | <b>2/15/2020 – 3/31/2022</b> |
| 1.1 Project Kick-off meeting   | 2/15/2020 – 2/15/2020        |
| 1.2 Consultant Selection Process   | 2/15/2020 – 5/4/2020         |
| 1.3 Staff Coordination   | 5/4/2020 – 3/31/2022         |
| 1.4 Invoicing and Quarterly Reporting  | 7/1/2020 – 3/31/2022         |
| Outcomes/Deliverables:   |                              |
| a. Project kick-off meeting notes  | a. 2/31/2020                 |
| b. Executed consultant contract  | b. 5/4/2020                  |
| c. Invoice packages and quarterly reports  | c. 3/31/2022                 |
| <b>Task 2 – Sea Level Rise Vulnerability Assessment Update</b>                           | <b>5/5/2020 – 11/15/2020</b> |
| 2.1 Background Data Collection Update  | 5/5/2020 – 5/29/2020         |
| 2.2 Coastal Conditions Assessment  | 5/5/2020 – 6/30/2020         |
| 2.3 Planning Area Inventory Update   | 5/5/2020 – 6/30/2020         |
| 2.4 Outreach Prior to Modeling   | 6/1/2020 – 7/15/2020         |
| 2.5 Model SLR Scenarios  | 7/15/2020 – 8/14/2020        |
| 2.6 Conduct Updated SLR Vulnerability Assessment   | 8/17/2020 – 11/15/2020       |
| 2.7 Study Approach Summary   | 9/1/2020 – 9/30/2020         |
| Outcomes/Deliverables:   |                              |
| a. Inventory of data gathered  | a. 7/15/2020                 |
| b. Updated Baseline Conditions Assessment and Memo                                       | b. 7/15/2020                 |
| c. Draft SLR Vulnerability Assessment  | c. 9/30/2020                 |
| d. Final SLR Vulnerability Assessment  | d. 11/15/2020                |
| <b>Task 3 – Coastal Resiliency Plan Update</b>   | <b>10/1/2020 – 3/31/2021</b> |
| 3.1 Review Current Coastal Resiliency Program, Existing Studies, and Adaptation Policies | 10/1/2020 – 10/30/2020       |
| 3.2 Conduct Public Outreach Process  | 11/2/2020 – 12/31/2020       |
| 3.3 Develop SLR-Related Options and Policies   | 11/2/2020 – 1/8/2021         |
| 3.4 Prepare Coastal Resiliency Plan  | 11/2/2020 – 3/31/2021        |
| 3.5 Establish a Monitoring Program   | 1/4/2021 – 2/15/2021         |
| Outcomes/Deliverables:   |                              |
| a. Public Outreach Presentation and Summary  | a. 1/15/2021                 |
| b. Monitoring Program Summary  | b. 2/15/2021                 |
| c. Draft Coastal Resiliency Plan Update  | c. 2/15/2021                 |
| d. Final Coastal Resiliency Plan Update  | d. 3/31/2021                 |
| <b>Task 4 – Coastal Element Update</b>   | <b>2/1/2021 – 2/7/2022</b>   |



### EXHIBIT A

|  |                            |
|--|----------------------------|
| 4.1 Draft Coastal Element Update   | 2/1/2021 – 7/30/2021       |
| 4.2 Prioritize Implementation Elements for Implementation Program and Identify Funding Sources | 4/1/2021 – 7/1/2021        |
| 4.3 Final Coastal Element Update   | 8/2/2021 – 9/30/2021       |
| 4.4 City Council Adoption  | 11/15/2021 – 2/7/2022      |
| Outcomes/Deliverables:   |                            |
| a. Draft Coastal Element Update  | a. 7/30/2021               |
| b. Priority Report and Potential Funding Sources   | b. 7/1/2021                |
| c. Final Coastal Element Update  | c. 9/30/2021               |
| d. Submittal of locally-adopted Coastal Element Update   | d. 2/7/2022                |
| <b>Task 5 – Floodplain Ordinance Update</b>  | <b>4/1/2021 – 2/7/2022</b> |
| 5.1 Draft Floodplain Ordinance Update  | 4/1/2021 – 6/18/2021       |
| 5.2 Public Outreach and Information Process  | 5/3/2021 – 6/18/2021       |
| 5.3 Final Floodplain Ordinance Update  | 6/21/2021 – 8/30/2021      |
| 5.4 City Council Adoption  | 12/20/2021 – 2/7/2022      |
| Outcomes/Deliverables:   |                            |
| a. Draft Floodplain Ordinance Update   | a. 6/18/2021               |
| b. Public Outreach Slideshow Presentation and Meeting Notes                                    | b. 6/18/2021               |
| c. Final Floodplain Ordinance Report   | c. 8/30/2021               |
| d. Slideshow Presentation and Meeting Notes  | d. 2/7/2022                |

### BENCHMARK SCHEDULE

| ACTIVITY  | COMPLETION DATE |
|---|-----------------|
| Project Kickoff and Selection of Consultant                                   | 5/4/2020        |
| Final SLR Modeling and Vulnerability Assessment                               | 11/15/2020      |
| Final Coastal Resiliency Plan   | 3/31/2021       |
| Draft Coastal Element Update  | 7/30/2021       |
| Draft Floodplain Ordinance Update   | 6/18/2021       |
| Submittal of Locally-Adopted Coastal Element and Floodplain Ordinance Updates | 2/7/2022        |

**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<sup>®</sup> Specialty License Plate, or California's Voluntary Tax Check-Off Program, 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 Huntington Beach</i>               | <i>CCC Grant Total</i> | <i>Match/Other Funds<br/>(City Funds)</i> | <i>Total (LCP Grant Funds + Match/<br/>Other Funds)</i> |
|---|------------------------|---|---|
| <b>LABOR COSTS<sup>1</sup></b>                |                        |   |   |
| <b>City Staff Labor</b>                       |                        |   |   |
| <b>Task 1 – Project Launch</b>                | \$0                    | \$3,500                                   | \$3,500   |
| <b>Task 2 – Sea Level Rise Analysis</b>       | \$0                    | \$6,000                                   | \$6,000   |
| <b>Task 3 – Coastal Resiliency Plan</b>       | \$0                    | \$7,000                                   | \$7,000   |
| <b>Task 4 – Coastal Element Update</b>        | \$0                    | \$30,000                                  | \$30,000  |
| <b>Task 5 – Floodplain Ordinance Update</b>   | \$0                    | \$24,000                                  | \$24,000  |
| <b>Total Labor Costs</b>                      | <b>\$0</b>             | <b>\$70,500.00</b>                        | <b>\$70,500.00</b>                                      |
| <b>DIRECT COSTS</b>                           |                        |   |   |
| <b>City Staff Project Supplies</b>            |                        |   |   |
| General Supplies                              | \$0                    | \$1000                                    | \$1000  |
| <b>Total</b>                                  | <b>\$0</b>             | <b>\$1000</b>                             | <b>\$1000</b>   |
| <b>City Staff Travel In State<sup>2</sup></b> |                        |   |   |
| Mileage, Hotel, etc.                          | \$0                    | \$2,200                                   | \$2,200   |
| <b>Total</b>                                  | <b>\$0</b>             | <b>\$2,200</b>                            | <b>\$2,200</b>  |
| <b>Consultants<sup>3</sup></b>                |                        |   |   |
| <b>Task 1 – Project Launch</b>                | \$4,438.38             | \$401.62                                  | \$4,840   |
| <b>Task 2 – Sea Level Rise Analysis</b>       | \$100,872.30           | \$9,127.70                                | \$110,000   |
| <b>Task 3 – Coastal Resiliency Plan</b>       | \$68,593.17            | \$6,206.83                                | \$74,800  |
| <b>Task 4 – Coastal Element Update</b>        | \$26,096.15            | \$4,703.85                                | \$30,800  |
| <b>Task 5 – Floodplain Ordinance Update</b>   | \$0                    | \$24,200                                  | \$24,200  |
| <b>Total Consultants</b>                      | <b>\$200,000</b>       | <b>\$44,640</b>                           | <b>\$244,640</b>  |

<sup>1</sup> Amount requested should include total for salary and benefits.

<sup>2</sup> Travel reimbursement rates are the same as similarly situated state employees.

<sup>3</sup> All consultants must be selected pursuant to a bidding and procurement process that complies with all applicable laws.

**EXHIBIT B**

| <i>City of Huntington Beach</i>                     | <i>CCC Grant Total</i> | <i>Match/Other<br/>Funds<br/>(City Funds)</i> | <i>Total (LCP Grant<br/>Funds + Match/<br/>Other Funds)</i> |
|---|------------------------|---|---|
| <b>Total Direct Costs</b>                           | <b>\$200,000</b>       | <b>\$47,840</b>                               | <b>\$247,840</b>  |
| <b>OVERHEAD/INDIRECT COSTS<sup>4</sup></b>          |                        |   |   |
| <b>Total City Staff<br/>Overhead/Indirect Costs</b> | <b>\$0</b>             | <b>\$6,000</b>                                | <b>\$6,000</b>  |
| <b>TOTAL PROJECT COST</b>                           | <b>\$200,000</b>       | <b>\$124,340</b>                              | <b>\$324,340</b>  |

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<sup>4</sup> 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, 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: Tamara Doan (LCP Grant Coordinator)  
Statewide Planning Division  
725 Front Street, Suite 300  
Santa Cruz, CA 95060

- 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.
- 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

**EXHIBIT B1**

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. If applicable, the Grantee must submit GGRF-related reporting materials, as required under "CALIFORNIA CLIMATE INVESTMENTS REPORTING" (under EXHIBIT D1).

- 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



**EXHIBIT B1**

funds for the 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 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:
- 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



**EXHIBIT C**

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
- 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



**EXHIBIT C**

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 \$200,000 (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 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.

**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



## EXHIBIT D

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 contractors and/or consultants under this Agreement should select those contractors/consultants pursuant to a competitive bidding process if services exceed the amount of \$2,500.00. In the absence of bidding, adequate justification must be provided. Grantees seeking consultants to perform grant-related tasks and services shall select all consultants pursuant to a bidding and procurement process that complies with all applicable laws.

All consultants and subcontractors are subject to all terms and conditions of this agreement in accordance to 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 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



## EXHIBIT D

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 purchasing any articles, supplies, or equipment under this Agreement exceeding the cost of \$2,500.00 per purchase order shall select those items pursuant to a process that seeks three competitive quotations. In the absence of bidding adequate justification must be provided.

### 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.

### 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



## **EXHIBIT D**

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 terms "Air Resources Board", "California Air Resources Board", or the acronym "CARB" refer to the California Air Resources Board.
2. The term "Benchmark"; specific tasks or project deliverables identified in the Scope of Work as approved by the Commission.
3. The term "California Climate Investments" or the acronym "CCI" all refer to the California Climate Investments program, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities. <https://ww2.arb.ca.gov/our-work/programs/california-climate-investments>.
4. The term "Disadvantaged Community" refers to communities identified by the California Environmental Protection Agency as the top 25% most impacted census tracts in CalEnviroScreen 3.0, 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. <https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-30> and <https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm>
5. The term "Greenhouse Gas Reduction Fund" or the acronym "GGRF" all refer to the Greenhouse Gas Reduction Fund. [https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/2018-funding-guidelines.pdf? ga=2.117664137.1287993031.1543248408-696453445.1536613225](https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/2018-funding-guidelines.pdf?ga=2.117664137.1287993031.1543248408-696453445.1536613225).
6. The term "LCP" refers to Local Coastal Program.
7. 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*
8. 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. <https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm>



**EXHIBIT D1**

9. 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.
10. 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.
11. 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*
12. The term "Request for Funds Form" or "RFF Form"; the form that will be submitted requesting payment and which is described in EXHIBIT B1.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. The term "Round 6" refers to the Commission's sixth and current round of LCP grant funding that commenced in Fiscal Year 2019-2020 under the Local Coastal Program Local Assistance Grant Program.

## EXHIBIT D1

19. The term "Sea Level Rise Guidance" refers to the Coastal Commission's sea level rise 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.

### **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 and the California Climate Investments' support of the project, the Commission's and the California Climate Investments' 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. The email [info@caclimateinvestments.ca.gov](mailto:info@caclimateinvestments.ca.gov) shall be included on any distribution lists and @CAClimateInvest shall be posted on websites. The Grantee shall use the following standard funding language on websites and in announcements, press releases, and publications:

*The City of Huntington Beach Comprehensive Local Coastal Program Update is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment—particularly in disadvantaged communities. The Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investments website at: [www.caclimateinvestments.ca.gov](http://www.caclimateinvestments.ca.gov).*



**EXHIBIT D1**

The Grantee shall include in any agreement with any consultant or subconsultant under the LCP Grant Program terms that preserve the rights, interests, and obligations created by this section, and that identify the Commission and the California Climate Investments as third-party beneficiaries of those provisions. The Commission and the California Climate Investments 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 and the California Climate Investments as set forth in this section. The Commission and California Climate Investments shall have the right to reproduce, publish, display and make derivative use all such work, or any part thereof, free of charge in any manner and for any purposes whatsoever and to authorize others to do so. If any of the work material is subject to copyright, trademark, service mark, or patent, the Commission and the California Climate Investments are granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

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

Grantee must certify the materials developed with Grant Funds under this Agreement shall remain available for public 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



**EXHIBIT D1**

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 and the California Climate Investments as third-party beneficiaries 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**

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 of the Project.

**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.



**EXHIBIT D1****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:

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:

- |  |   |
|--|---|
| <ol style="list-style-type: none"><li>1. General Liability:<br/>(Including operations, products and completed operations, as applicable)</li></ol> | <p>\$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.</p> |
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**EXHIBIT D1**

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|--------------------------|---|
| 2. Automobile Liability: | \$1,000,000 per accident for bodily injury and property damage. |
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C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Director.

D. Required Provisions. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by certified mail, return receipt requested, has been given to the Executive Director. The general liability and automobile liability policies are to contain, or to be endorsed to contain, the following provisions:

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

E. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Commission and approved in writing by the Executive Director.

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

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

8. CALIFORNIA CLIMATE INVESTMENTS REPORTING

Upon request by the Grant Manager and in accordance with the reporting requirements under EXHIBIT B1, the Grantee shall complete and submit to the Commission the



**EXHIBIT D1**

following reporting templates for the purpose of reporting under the California Climate Investments program: Co-Benefit Assessment Methodologies for the purpose of estimating economic, environmental, and public health benefits of the project; Greenhouse Gas Emissions Reduction Assessment Methodologies for the purpose of estimating reductions to greenhouse gas emissions attributed to the project; and Evaluation Criteria for the purpose of identifying direct, meaningful, and assured benefits that the project provides to disadvantaged and low-income communities (also known as priority populations as defined by the California Climate Investments Program). All Assessment Methodology templates and Evaluation Criteria templates shall be provided by the Commission to the Grantee to complete and submit to the Commission, as required herein. The Commission retains the right to request submittal of additional, supporting information related to the reporting requirements herein.

**9. COASTAL COMMISSION SEA LEVEL RISE GUIDANCE**

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

**10. VULNERABILITY ASSESSMENTS**

In addition to the general recommendations contained within the Coastal Commission's Sea Level Rise Policy Guidance, and unless otherwise provided in the Scope of Work of this Agreement, Vulnerability Assessments shall include: (1) storm and non-storm scenarios, including maximum daily and annual tidal inundation, (2) assessment of sea level rise vulnerability with and without key development that is currently vulnerable and/or protected by a revetment, such as Highway 1, railroad tracks, and/or a row of residences, (3) anticipated changes in beach width under future sea level rise scenarios, (4) evaluation of the feasibility and effectiveness of sediment management and beach nourishment, and (5) evaluation of sea level rise vulnerability of existing and planned segments of the California Coastal Trail, (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),<sup>6</sup> the most recently adopted update to the State Sea Level Rise Guidance, and the most recent version of the *Safeguarding California Plan*<sup>7</sup>. These scenarios and topics should be modelled or

<sup>5</sup> *California Coastal Commission Sea Level Rise Policy Guidance 2018*. Available.

[https://documents.coastal.ca.gov/assets/slr/guidance/2018/0\\_Full\\_2018AdoptedSLRGuidanceUpdate.pdf](https://documents.coastal.ca.gov/assets/slr/guidance/2018/0_Full_2018AdoptedSLRGuidanceUpdate.pdf)

<sup>6</sup> California Ocean Protection Council Science Advisory Team Working Group 2017. Available:

<http://www.opc.ca.gov/webmaster/ftp/pdf/docs/rising-seas-in-california-an-update-on-sea-level-rise-science.pdf>  
Accessed 28 July 2017.

<sup>7</sup> *Safeguarding California Plan: 2018 Update*.

<http://resources.ca.gov/docs/climate/safeguarding/update2018/safeguarding-california-plan-2018-update.pdf>  
Accessed 17 December 2018.



## EXHIBIT D1

quantitatively analyzed where feasible and applicable, or at a minimum thoroughly discussed in a qualitative manner. Scenarios analyzed should include Medium-high Risk Aversion and Extreme Risk Aversion scenarios per the 2018 Ocean Protection Council Guidance and the Coastal Commission's Sea Level Rise Policy Guidance Update adopted November 2018, which both provide recommendations to aid in planning and understanding the worst-case scenario for projected time horizons.

### 11. 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.

### 12. 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.



**EXHIBIT D1**

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

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

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



## EXHIBIT E

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.)

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](http://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,

## **EXHIBIT E**

or the Department of Justice to determine Grantee compliance with the requirements under paragraph (a).

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.



## EXHIBIT E

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

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.

**EXHIBIT E**

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 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: \_\_\_\_\_