



The City of Point Arena

Request for Proposal for Consultant Services to Assist With Sea Level Rise Analysis and Vulnerability Assessment

Responses due by 4pm PST November 3, 2022

City of Point Arena
PO Box 67
Point Arena, CA 95468
707-882-2122
<http://pointarena.ca.gov>

INTRODUCTION

The City of Point Arena, California, seeks the services of a professional consultant to prepare a sea level rise (SLR) analysis and vulnerability assessment for Point Arena Cove. The results and recommendations within the report will inform an update to the City's Community Health and Safety Element of its Local Coastal Program, which is not part of the scope of this Request for Proposal.

BACKGROUND

The City of Point Arena is a small coastal community in Mendocino County of approximately 450 residents within a 1.2-square mile area. It is home to Point Arena Cove and Pier and the Point Arena-Stornetta Lands of the California Coastal National Monument.

The City of Point Arena, a general law city incorporated in 1908, is located entirely in the Coastal Zone and is subject to the regulations of the Coastal Act of 1976.

Point Arena has a council/manager form of government, with five Councilmembers who are elected as the City's legislative and policymaking body. Under their direction, the City Manager is responsible for the daily administration of the city.

COASTAL COMMISSION LOCAL ASSISTANCE GRANT

The City was awarded \$100,000 of Local Assistance Grant funding by the California Coastal Commission on August 22, 2022, with \$85,000 of the grant awarded to hire a consultant to prepare a Sea Level Rise Study of Arena Cove that addresses the vulnerability and risk assessment to address the effects that sea level rise could have on coastal resources along the shoreline of Point Arena. Work to be completed by the consultant will be 100% grant funded. Firm or individual submitting a proposal should carefully review the City's grant agreement (Exhibit – A) to ensure that work scopes are consistent.

SCOPE OF SERVICES

The City of Point Arena seeks an individual or firm with an understanding of regulations in the Coastal Zone and experience developing sea level rise analyses and vulnerability assessments that can be relied upon for future projects to meet the sea level rise related standards of the California Coastal Commission. The City of Point Arena seeks the following scope of services.

1. Review the impacts of storms and extreme events, changing shorelines, and trends in relative local sea level on vulnerable natural and built resources and facilities, including public access, commerce, recreation, coastal habitats, and navigability in Point Arena Cove (Exhibit A, Section A). Activities performed under this task may include:
 - a. Gather/review existing data
 - b. Engage with community stakeholders to gather anecdotal and observational data on changing ocean conditions
 - c. Summarize current scientific guidance for SLR projections over the next 100 years
 - d. Prepare geo-referenced inventory of coastal infrastructure potentially affected by SLR
 - e. Model SLR scenarios in conjunction with other coastal flooding factors, such as Arena Creek (or utilize existing modelling such as CoSMoS or the NOAA Sea Level Rise Viewer)
 - f. Conduct SLR/Vulnerability Assessment
 - g. Engage with community and stakeholders to share SLR/Vulnerability Assessment and determine community priorities for adaptation
2. Produce a report explaining methods, summarizing findings, and recommending revisions to the Community Health and Safety Element of the General Plan.

ANTICIPATED WORK PRODUCTS

1. Develop draft SLR / Vulnerability Assessment for Coastal Commission review.
2. Prepare final SLR/Vulnerability Assessment.
3. Produce a report explaining methods, summarizing findings, and recommending revisions to the Community Health and Safety Element of the General Plan.

REQUESTED INFORMATION

All proposals must provide specific and succinct answers to all questions and requests for information listed below. Indirect, imprecise, or incomplete responses will not be accepted. Submission of resumes is encouraged, but alone may not be considered responsive to any specific questions contained herein.

Cover Letter: Provide a brief cover letter summarizing the key points of the proposal, including an understanding of the work to be performed and why the individual/firm believes it is the best qualified to perform the services requested. The letter must be signed by an individual with authority to bind the proposer and should state that all

conditions contained in the attached proposal are valid for a period of at least 90 days.

Company and Staff Information: Provide information about the individual/firm, including such items as organization and ownership structure, history, experience and credentials to demonstrate the ability to provide the requested services. Provide the location of the principal office that will be responsible for the implementation of this contract. Provide the names, titles, experience, qualifications (including certifications) and resumes of the personnel who will be assigned to the City, including any subconsultants.

Work Plan: Identify the process in which the project will be completed, including: methods for gathering public input and City staff, reviewing existing data and information to inform the analysis, methods to analyze the impacts and effects of SLR, and production of reports and recommendations. Also include a timeframe to complete the project, including important milestones. **Please include a proposed timeline in this section.**

Additional Information: Please include any additional information you or your firm feels would be essential to the proper evaluation of your response to this Request for Proposals.

References: Provide a minimum of three (3) references who may be contacted to discuss their experience working with the consultant/firm on similar services. Please provide contact information including the organization, name, title, address, phone, email, services provided and dates.

Cost Proposal: Based on the described scope of services, please include in your proposal the total cost of services in detail (including all incidentals). Include a schedule of hourly rates for each employee of the consultant/firm working on the City's program. Final cost will be negotiated upon selection of consultant/firm. Please include any costs not included in the fixed hourly cost, and the rates for each.

Insurance: Prior to commencement of work, the City of Point Arena will require evidence of appropriate professional liability insurance, errors and omissions insurance, and workers' compensation insurance coverage.

NOTE: Such coverage must be provided by an insurance company(ies) licensed to do business in the state of California. Certificates must name the City of Point Arena as an Additional Insured and shall provide that contractor's policy is primary over any insurance carried by the City of Point Arena and that the policy will not be canceled or materially changed without thirty (30) days prior notice in writing to the City of Point Arena. The successful firm must agree, if awarded a contract as a result of its proposal, to indemnify and hold harmless the City of Point Arena, its officers, agents and

employees from any and all claims and losses accruing or resulting to persons engaged in the work contemplated by its proposal, or to persons who may be injured or damaged by a firm or its agents in the performance of the work. Prior to the commencement of any work, a signed legal contract will be established for these and other provisions.

SELECTION CRITERIA

Qualifications will be evaluated against, but not be limited to, the following criteria:

- Understanding of the scope of work.
- Experience with preparing SLR / Vulnerability Assessments and related documents.
- Experience interacting with Coastal Commission staff.
- Professional qualifications of the staff to be assigned.
- Examples of projects that have relied upon your firms SLR / Vulnerability Assessments for permitting and completion.
- Cost of services.
- Timeline to complete project.
- References and other evidence submitted supportive of excellent past experience in providing similar services.
- Completeness of responses to the Request for Proposals.

EVALUATION CRITERIA RATING POINTS

The experience of each proposal is evaluated as it relates to the Scope of Work and funding source purpose and requirements.

- Responsiveness and approach to the scope of work requested (25 points)
 - SLR related to ocean (15/25 points)
 - Climate Change Factors related to Arena Creek (10/25 points)
- Capabilities and resources of the firm (20 points)
- Specific qualifications and experience of key individuals in SLR Analysis that addresses CCC Standards and Policies (30 points)
- Budget and schedule of charges (25 points)

Total Points (100)

GENERAL INFORMATION

Deadline for receipt of Proposals

All Proposals must be received by the City of Point Arena by 4:00 PM PST on November

3, 2022. An original and one electronic copy (on USB flash drive) of the proposal shall be submitted in a sealed envelope to:

City of Point Arena
Attn: City Manager
PO Box 67
Point Arena, CA 95468

Proposals must be in writing and must contain an original signature by an authorized officer of the proposing consulting company. **All proposals must be received no later than 4:00 PM PST on November 3, 2022, via U.S. mail, UPS/FedEx/etc., or in person.**

The City reserves the right to accept multiple proposals for the components listed in this RFP or a single proposal for all the components listed in this RFP. Proposals will not be valid until all information has been verified and proposing consulting company's references checked. The completed proposal shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless requested. The proposal may be withdrawn upon request by the proposing consulting company without prejudice up to, but not after, the time fixed for opening of proposals, provided that the request to withdraw the proposal is made in writing and is timely filed with the City. Proposals shall be submitted in accordance with the form prescribed by the City of Point Arena in the Requested Information section. Failure to respond in this manner may render the proposal non-responsive.

Questions Regarding the Scope of Services

All inquiries regarding this Request for Proposals should be directed to Paul Andersen, City Manager, in writing or via email at: cm@pointarena.ca.gov. No verbal responses will be given. A copy of the inquiry and the response from the City shall be forwarded to all firms receiving a copy of this Request for Proposals who have indicated an interest in submitting a proposal by November 3, 2022.

Proposals Become the Property of the City

Proposals become the property of City and information contained therein shall become public property subject to disclosure laws after Notice of Intent to Award. The City reserves the right to make use of any information or ideas contained in the proposal.

Confidential Material

All bids are public records and can be held confidentially. Proposer must notify the City in advance of any proprietary or confidential material contained in the proposal and provide justification for not making such material public. The City shall have sole

discretion to disclose or not disclose such material subject to any protective order which proposer may obtain.

Rejection of Proposals

The City may reject any or all proposals and may waive any immaterial deviation in a proposal. The City's waiver of an immaterial defect shall in no way modify the Request for Proposal (RFP) documents or excuse the proposer from full compliance with the specifications if he/she is awarded the contract. Proposals referring to terms and conditions other than the City's terms and conditions may be rejected as being non-responsive.

The City may conduct investigations as it deems necessary to determine the ability of the proposer to perform the work specified herein. The proposer shall furnish to the City any and all information requested by the City for this purpose. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the City that such proposer is properly qualified to carry out the obligations of the contract and to complete the work specified.

Conditions

1. Failure to meet all requirements will not disqualify a firm. However, the City will evaluate each proposal to determine its overall fit in the best interests of the City.
2. All third-party solutions proposed as part of a joint proposal are subject to the same requirements of this RFP, unless otherwise stated.
3. This RFP, its general provisions, and the terms and conditions identified shall be incorporated in any agreement resulting from this solicitation, and the RFP and its terms and conditions, shall control unless the Agreement expressly provides otherwise.
4. All proposals and any subsequent clarification or response to the City's questions shall be valid for a minimum of 120 days.

City's Rights Reserved

1. The City reserves the right to select the proposal which in its sole judgment best meets the needs of the City. The lowest proposed cost will not be the sole criterion for recommending the contract award.
2. The City reserves the right to reject any or all proposals and to waive technicalities and informalities when such waiver is determined by the City to be in the City's best interest.
3. The City may modify this RFP by issuance of one or more written addenda. Addenda will be posted on <http://pointarena.ca.gov>. City reserves the right to extend the proposal due date.

4. The City reserves the right to meet with select proposers at any time to gather additional information.

The City shall not be liable for any pre-contractual expenses incurred by prospective consulting companies, including but not limited to costs incurred in the preparation or submission of proposals. The City shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

Public Records

All proposals submitted in response to this RFP become the property of the City and may be subject to public review.

Exceptions

Service providers shall certify that they take no exception to this RFP, if the service provider does take exception to any portion of the RFP, the specific portion of the RFP to which exception is taken shall be identified and fully explained. Sample Agreement text may be considered for modification through the contract negotiations phase of the RFP; however, in no event will modifications be considered to any provisions not identified by proposer as part of their response to this RFP.

Special Consideration

This RFP does not commit City to award a contract, to defray any cost incurred in the preparation of a proposal pursuant to this RFP, or procure or contract for work.

Right to Cancel

This solicitation does not obligate the City to enter into an agreement with any proposing firm. The City retains the right to cancel in part or in its entirety, this RFP at any time. No obligation, either expressed or implied, exists on the part of the City to make an award or to pay any cost incurred in the preparation or submission of a proposal. If City cancels or revises this RFP, City will notify all proposers in writing and post cancellation notice on the City website.

Additional Information

City reserves the right to request additional information and/or clarifications from any or all proposers to this RFP.

CALIFORNIA COASTAL COMMISSION
STANDARD GRANT AGREEMENT

(Rev 05/2022)

STATE CONTROLLER'S OFFICE IDENTIFIER 3720-LCP2201	AGREEMENT NUMBER LCP-22-01
	FEDERAL ID NUMBER 94-6019185

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

STATE AGENCY'S NAME

California Coastal Commission

GRANTEE'S NAME

City of Point Arena

2. The term of this

Agreement is:

September 1, 2022

Through

September 1, 2024

(End Term Date)

3. The maximum amount
of this Agreement is:

\$ 100,000.00

One 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	8 pages
EXHIBIT A1- Definitions	2 pages
EXHIBIT B – Budget	1 pages
EXHIBIT B1 – Budget Detail and Payment Provisions	3 pages
EXHIBIT C – General Terms and Conditions	4 pages
EXHIBIT D – Special Terms and Conditions	4 pages
Check mark one item below as EXHIBIT D Attachment:	
<input checked="" type="checkbox"/> EXHIBIT D1 – Local Coastal Programs Terms and Conditions	9 pages
<input type="checkbox"/> EXHIBIT D2 – WHALE TAIL® Terms and Conditions	
EXHIBIT E – Grantee Certification Clauses Form (GCC-01/2019)	5 pages
EXHIBIT F – Amendment Template (Informal)	1 page

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



GRANTEE		California Coastal Commission Use Only <input checked="" type="checkbox"/> 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).
GRANTEE'S NAME (if other than an individual, state whether a corporation, partnership, etc.) City of Point Arena		
BY  F PERSON SIGNING Paul Andersen, City Manager	DATE SIGNED (Do not type) 8/22/2022	
ADDRESS 451 School Street, Point Arena, CA 95468		
STATE OF CALIFORNIA		
AGENCY NAME California Coastal Commission		
BY  PRI PRINCIPAL SIGNING Madeline Cavalieri, Chief Deputy Director	DATE SIGNED (Do not type) 8/22/2022	
ADDRESS 455 Market Street, Suite 200, Room 228, San Francisco, CA 94105		

EXHIBIT A1**SCOPE OF WORK**

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

State Agency: California Coastal Commission	Grantee: City of Point Arena
Name: Kelsey Ducklow ("Grant Manager")	Name: Paul Andersen (City Manager)
Address: 455 Market St. Suite 300 San Francisco, CA 94105	Address: 451 School Street Point Arena, CA 95468 Mailing: PO Box 67 Point Arena, CA 95468
Phone: (415) 904-2335	Phone: 707-882-2122
Fax: (415) 904-5400	Fax:
Email: kelsey.ducklow@coastal.ca.gov	Email: cm@pointarena.ca.gov

3. Primary project contact:

State Agency: California Coastal Commission	Grantee City of Point Arena
Section/Unit: Statewide Planning	Section/Unit:
Name: Awbrey Yost	Name: Paul Andersen (City Manager)
Address: 1385 8th St., Suite 130 Arcata, CA 95521	Address: 451 School Street Point Arena, CA 95468 Mailing: PO Box 67 Point Arena, CA 95468
Phone: (707) 826-8950, ext. 204	Phone: 707-882-2122
Fax: N/A	Fax:
Email: Awbrey.yost@coastal.ca.gov	Email: cm@pointarena.ca.gov

EXHIBIT A1

SCOPE OF WORK

Name of Local Government: City of Point Arena

Name of Project: Arena Cove Sea Level Rise Study

Funding Source: General Fund

Specific Program: Local Coastal Program Local Assistance Grant Program

Federal Tax ID#: 94-6019185

Budget Summary:

CCC funding: \$100,000

Other funding: \$0

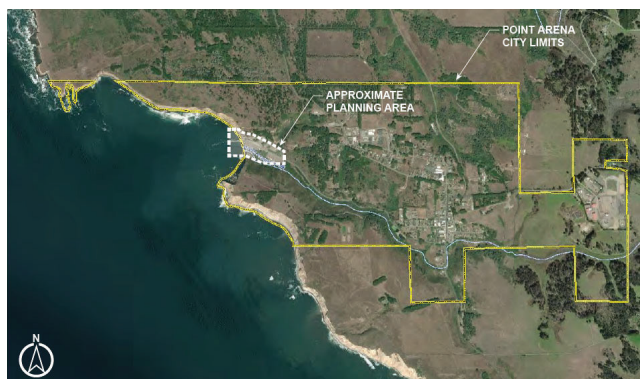
Total project cost: \$100,000

Term of Project: 9/1/2022 (or grant agreement execution date) through 9/1/2024

A. PROJECT DESCRIPTION

The City of Point Arena seeks to help protect public access, public recreation, and coastal-dependent land uses currently established at Arena Cove by amending the City's LCP to reflect the current reality of climate change and sea level rise. The project will include a Sea Level Rise/Vulnerability Analysis (SLR/VA), which will inform an amendment to the Safety Element of the City's Local Coastal Program and be integrated in future anticipated projects as the City continues to identify and implement adaptation measures to minimize the threats of climate change and sea level rise to Arena Cove. A completed SLR/VA will be leveraged in future funding requests to implement adaptation measures recommended in the SLR/VA.

The SLR/VA planning area is depicted below:



SLR/VA planning area

EXHIBIT A1**B. TASKS**

The following tasks and subtasks are necessary to accomplish the project goals identified above. The approach needed to accomplish these tasks, as well as the roles of partners and stakeholders, is described below.

Task 1. Procure Qualified Consultant

City staff does not have the expertise to conduct an adequate analysis of sea level rise and its impacts on Point Arena. In order to develop a report to adequately make revisions to the City's Community Health and Safety Element (CHSE) of the General and utilize as a foundation for future potential projects along Point Arena's shoreline, an outside consultant will need to be procured to perform the work. City staff will be responsible for Task 1.

Subtask 1.1. Develop and release Request for Proposals (RFP) to procure consultant to perform SLR/VA analysis for Arena Cove

The City's will develop an RFP to solicit firms for this level of work. City staff will develop a scope of work based on industry standards for SLR/VA assessment reports and input from stakeholders. City staff will coordinate with Commission staff to ensure that the scope of work will produce a report sufficient to meet current Commission recommendations related to sea level rise. City staff will be responsible for Subtask 1.1, and a completed RFP will be the deliverable.

Subtask 1.2. Review and rank/rate responses to RFP

Once proposals are received, the City will rank/rate respondents based on their qualifications, project understanding, and proposed approach. City staff will be responsible for Subtask 1.2, and a staff report to City Council recommending a firm will be the deliverable.

Subtask 1.3. Select consultant and enter into agreement to perform work

Once Council approves a qualified consulting firm to perform the scope of work, the City will enter into an agreement with the consultant to begin Task 2. City staff will be responsible for Subtask 1.3, and an executed contract will be the deliverable.

Task 1 deliverables/outcomes:

- Draft RFP for consultant to perform SLR/VA sent to Commission staff
- RFP released seeking qualified firms for the project scope
- Staff report to City Council recommending a consultant firm
- Executed contract between City of Point Arena and consultant for SLR/VA analysis

EXHIBIT A1

Task 2. Perform SLR/VA Analysis and Prepare Report

Once procured, the City will work with the selected consulting firm to perform the SLR/VA analysis.

Subtask 2.1 Consultant conducts assessment of impacts of sea level rise

The selected consultant will review the impacts of storms and extreme events, changing shorelines, and trends in relative local sea level on vulnerable natural and built resources and facilities, including public access, commerce, recreation, coastal habitats, and navigability. The full breadth of analysis and reporting will be determined during the Subtask 1.1, when the City will develop the scope of work for the RFP with assistance from Commission staff. However, activities performed by the consultant are likely to include:

- Gather/review existing data
- Engage with community stakeholders to gather anecdotal and observational data on changing ocean conditions
- Summarize current scientific guidance for SLR projections over the next 100 years
- Prepare geo-referenced inventory of coastal infrastructure potentially affected by SLR
- Model SLR scenarios in conjunction with other coastal flooding factors, such as Arena Creek (or utilize existing modelling such as CoSMoS or the NOAA Sea Level Rise Viewer)
- Conduct SLR/VA
- Engage with community and stakeholders to share SLR/VA and determine community priorities for adaptation
- Identify appropriate adaption policies
- Recommend revisions to CHSE of the General Plan

The consultant will largely complete the work for Subtask 2.1, with assistance from City staff where relevant (particularly involving community engagement).

Subtask 2.2 Consultant prepares a report summarizing findings and recommending revisions to CHSE

Following the analysis, the selected consultant will produce a report summarizing the findings and recommending revisions to the CHSE. The consultant will largely complete the work for Subtask 2.2, with assistance from City staff where relevant, and a completed SLR/VA will be the deliverable. A draft SLR/VA will be sent to Commission staff for review prior to finalization of the SLR/VA.

EXHIBIT A1

Task 2 deliverables/outcomes:

- Draft SLR/VA sent to Commission staff (and other stakeholders) for review
- Final SLR/VA

Task 3. Amend CHSE of General Plan

The City of Point Arena maintains Chapter VII of its General Plan, titled the CHSE, which is part of the City's LCP. The CHSE addresses the protection of the community from unreasonable risks associated with the effects of seismically-induced surface rupture, ground shaking, ground failure, tsunami and seiche, slope stability, flooding, and wildland and urban fires. The CHSE has not been updated since 1995 and does not address sea level rise.

The goal of this project is to amend the CHSE of the General Plan (and LCP) based on the findings of a SLR/VA. The report to be completed in Task 2 will be utilized to complete Task 3. City staff will mainly be responsible for Task 3, with assistance from the consultant where relevant.

Subtask 3.1 Develop redline draft of revised CHSE based on the recommendations of the SLR/VA Report

City staff will review the current CHSE and determine if any existing goals, policies, or programs conflict with the findings of the SLR/VA. City staff will also review the recommendations of the SLR/VA and the results of the community engagement to develop new goals, policies, and/or programs for inclusion in a revised CHSE. City staff will work with Coastal Commission staff to ensure the proposed amendment is consistent with the Coastal Act and will send Commission staff the draft revised CHSE for review and will develop a revised draft based on input from CCC staff and other stakeholders. City staff will mainly be responsible for Subtask 3.1, with assistance from the consultant where relevant. A staff report for the City Council to review proposed revisions will be the deliverable.

Subtask 3.2 City Council adopts revised CHSE for submission to Coastal Commission

At a public hearing, the City Council will review the proposed amendments to the CHSE. The public hearing will provide opportunity for community feedback on the proposed amendments.

The City Council will adopt the revisions to the CHSE and will authorize submission of the proposed CHSE to the Coastal Commission. City staff will mainly be responsible for Subtask 3.2, with assistance from the consultant where relevant. A resolution adopting the proposed revisions will be the deliverable.

EXHIBIT A1**Subtask 3.3 City submits revised CHSE to Coastal Commission for adoption**

City staff will submit the adopted CHSE, with revisions reflecting the SLR/VA, to the Coastal Commission for certification. The project will be subject to further community feedback at the Commission hearing. City staff will participate in the Commission hearing, with assistance from the consultant where relevant.

Task 3 deliverables/outcomes:

- Draft revised CHSE sent to Commission staff for review
- Adopted revisions to the CHSE
- Submission of the revised CHSE to the Commission

C. SCHEDULE

Task 1. Procure Qualified Consultant	Projected Start/End Dates
1.1. Develop and release Request for Proposals (RFP) to procure consultant to perform SLR/VA analysis for Arena Cove	Sep. 1, 2022 / Oct. 1, 2022
1.2. Review and rank/rate responses to RFP	Oct. 1, 2022 / Nov. 1, 2022
1.3. Select consultant and enter into agreement to perform work	Nov. 1, 2022 / Dec. 1, 2022
Task 1 Outcome/Deliverables:	
1a. Draft RFP sent to Commission staff for review	1a. Oct. 1, 2022
1b. Request for Proposals released seeking qualified firms for the project scope.	1b. Nov. 1, 2022
1c. Staff report to City Council recommending a consultant firm.	1c.: Dec. 1, 2022
1d. Executed contract between City of Point Arena and consultant for SLR/VA analysis	1d. Jan. 1, 2023
Task 2. Perform SLR/VA Analysis and Prepare Report	Projected Start/End Dates
2.1. Consultant conducts assessment of impacts of sea level rise	Jan. 1, 2023 / Mar. 1, 2023
2.2. Consultant prepares a draft report summarizing findings and recommending revisions to CHSE for Commission staff review	Jan. 1, 2023 / Mar. 1, 2023

EXHIBIT A1

2.3 Consultant prepares final report summarizing findings and recommending revisions to the CHSE	Mar. 1, 2023 / May 1, 2023
Task 2 Outcome/Deliverables:	
2a. Draft SLR/VA report to Commission staff for review	2a. Mar. 1, 2023
2b. Completed SLR/VA report	2b. May 1, 2023
Task 3. Amend CHSE of General Plan	Projected Start/End Dates
3.1. Develop redline draft of revised CHSE based on the recommendations of SLR/VA Report	May 1, 2023 / Jul. 1, 2023
3.2. City Council adopts revised CHSE for submission to Coastal Commission	Jul. 1, 2023 / Sep. 1, 2023
3.3. City submits revised CHSE to Coastal Commission for adoption	Sep. 1, 2023 / Oct. 1, 2023
Task 3 Outcome/Deliverables:	
3a. Staff report with draft revisions to the CHSE sent to Commission staff	3a. Jul. 1, 2023
3b. Council resolution adopting revised CHSE	3b. Sep. 1, 2023
3c. Submission of revised CHSE to Coastal Commission	3c. Oct. 1, 2023

D. BENCHMARK SCHEDULE

Activity	Completion Date
Executed contract between City of Point Arena and consultant for SLR/VA analysis	Jan. 1, 2023
Completed SLR/VA report	May 1, 2023
Council resolution adopting revised CHSE	Sep. 1, 2023
Submission of revised CHSE to Coastal Commission	Oct. 1, 2023

EXHIBIT A1

DEFINITIONS

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

EXHIBIT B**BUDGET**

<i>City of Point Arena</i>	<i>CCC Grant Total</i>	<i>Match/Other Funds</i>	<i>Total (LCP Grant Funds + Match/Other Funds)</i>
LABOR COSTS			
City Staff Labor			
Task 1 – Procure Qualified Consultant	\$2,000	\$0	\$2,000
Task 2 – SLR/VA Analysis and Prepare Report	\$4,500	\$0	\$4,500
Task 3 – Amend CHSE of General Plan	\$8,000	\$0	\$8,000
Total Labor Costs	\$14,500	\$0	\$14,500
DIRECT COSTS			
County/City Staff Project Supplies			
Community meeting materials and supplies	\$500	\$0	\$500
Total	\$500	\$0	\$500
County/City Staff Travel In State			
Mileage	\$0	\$0	\$0
Hotel, etc.	\$0	\$0	\$0
Total	\$0	\$0	\$0
Consultants/Partners			
Consultant TBD			
Task 1 – Procure Qualified Consultant	\$0	\$0	\$0
Task 2 – Perform SLR/VA Analysis and Prepare Report	\$77,000	\$0	\$77,000
Task 3 – Amend CHSE of General Plan	\$8,000	\$0	\$8,000
Consultants Total	\$85,000	\$0	\$85,000
Total Direct Costs	\$85,500	\$0	\$85,500
OVERHEAD/INDIRECT COSTS			
Total County/City Staff Overhead/Indirect Costs	\$0	\$0	\$0
TOTAL PROJECT COST	\$100,000	\$0	\$100,000

EXHIBIT B1

BUDGET DETAIL AND PAYMENT PROVISIONS **(Local Coastal Programs)**

1. **Request for Funds**

- A. For performance of activities satisfactorily rendered during the term of this Agreement (as specified in EXHIBITS A and B), and upon receipt and approval of the Request for Funds Form described below (also referred to as the "RFF Form"), the Commission agrees to reimburse Grantee for actual expenditures incurred in accordance with the rates specified herein or attached hereto.
- B. Grantee shall submit each RFF form no more frequently than monthly (except as requested by the Commission) but no less frequently than quarterly (assuming activity occurred within that quarter) in arrears via email to your LCP grant coordinator or mailed in triplicate to:
- California Coastal Commission
Attn: Awbrey Yost
Statewide Planning Division
725 Front Street, Suite 300
Santa Cruz, CA 95060
Awbrey.yost@coastal.ca.gov
- C. Each RFF form shall contain the following information:
1. Grantee's name and address as shown in this Agreement.
 2. Invoice number and date of the RFF
 3. Time period covered by the RFF form during which work was actually done.
 4. Agreement number as shown on this Agreement.
 5. Original signature of the Grantee, specifically the Project Representative, as identified in EXHIBIT A.
 6. Itemized costs by tasks and source of funds as listed in the Scope of Work for the billing period in the same or greater level of detail as indicated in the Project Budget (see EXHIBIT B), with supporting documentation. Only those costs and/or cost categories expressly identified in this Agreement may be reimbursed.
 7. Remaining balance listed by task number from the Scope of Work including the cumulative expenditures to date, the expenditures during the reporting period, and the unexpended balance of funds under this Agreement.
 8. The total amount of all other funds, including matching funds, under the Grantee Matching Funds section of the RFF.

EXHIBIT B1

- D. Attached to the RFF form, the Grantee shall submit a supporting progress report summarizing the work that was completed during the invoice period and the current status of the work for which disbursement is sought, including work by any consultant, and comparing it to the status required by the Scope of Work (budget, timeline, tasks, etc.). Progress reports must be submitted no less frequently than on a quarterly basis, even if an RFF is not submitted.
- E. Notwithstanding the foregoing, the Grant Manager of the Commission may request, and the Grantee shall provide, receipts or other source documents for any other direct expenditure or cost as described in the RFF form, as and when necessary to resolve any issue concerning reimbursement.
- F. The Grantee's failure to fully execute and submit a RFF form, including attachment of supporting documents, may relieve the Commission of its obligation to disburse funds to the Grantee unless and until the Grantee corrects all deficiencies.
- G. Any RFF form that is submitted without the required itemization and documentation will be considered "disputed" and will not be authorized. If the RFF form package is incomplete, inadequate or inaccurate, the Commission will inform the Grantee and will withhold payment until all required information is received or corrected. In the case of non-compliance, the Commission will issue a formal Invoice Dispute Notification [STD (209)] and take necessary action in resolving any disputed matter(s). Any penalties imposed on the Grantee by a consultant, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.
- H. Grant Funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the Commission must occur within the term of the Grant Agreement and before the Termination Date.
- I. The Grantee shall expend Grant Funds in the manner described in the Scope of Work and Project Budget approved by the State. Expenditure on items contained in the approved Project Budget may vary by as much as ten percent with prior approval by the Commission Grant Manager, provided the grantee first submits a revised Project Budget for the purpose of amending the Project Budget. In any event, the total amount of the Grant Funds may not be increased, except by written amendment to this agreement and only if approved by the Commission.

2. Budget Contingency Clause

- A. It is mutually agreed that if the final Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient

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:

EXHIBIT C

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
13. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:
- a. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

EXHIBIT C

- b. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
14. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
15. PRIORITY HIRING CONSIDERATIONS: If this Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
16. AUDIT REQUIREMENTS AND FINANCIAL RECORDKEEPING: Commission projects are subject to audit by the State annually and for three (3) years following the payment of Grant Funds. Accordingly, Grantee shall maintain orderly, accurate and complete documents and records of all financial accounts, costs, disbursements, receipts and other matters relating to this Agreement consistent with the policies outlined in EXHIBIT C, hereto, for the Project and shall make them available to the State or the Commission for auditing, inspecting and copying at reasonable times. Grantee agrees to allow the auditor(s) to interview any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896). Grantee shall also retain such documents and records for three (3) years after final payment and one (1) year following an audit unless a longer period of records retention is stipulated. The documents for audit should be retained onsite.

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

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

EXHIBIT D**Special Terms and Conditions****1. PROJECT EXECUTION**

- A. Grantee shall complete the Project before the Termination Date.
- B. Subject to the availability of funds, the Commission hereby grants to the Grantee the sum \$100,000 (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.

EXHIBIT D**2. POTENTIAL CONSULTANTS/CONTRACTORS**

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

The Grantee agrees to include in any agreement with any consultant and/or subconsultant under the Grant Project terms that preserve the rights, interests, and obligations for the benefit of the Commission and its funding sources as described in EXHIBIT C ("General Terms and Conditions") and EXHIBIT D/D1/D2 ("Special Terms and Conditions") of this Grant Agreement.

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

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

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

3. TRAVEL REIMBURSEMENT

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

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

4. PROPERTY PURCHASED

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

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

5. SETTLEMENT OF DISPUTES

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

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

6. WAIVER AND RELEASE

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

EXHIBIT D**7. REALLOCATION OF FUNDS**

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

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

8. SURVIVAL

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

9. WAIVERS GENERALLY

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

10. EXECUTIVE DIRECTOR'S DESIGNEE

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

EXHIBIT D1**Local Coastal Program (LCP) Terms and Conditions****Definitions**

1. The term “Benchmark”; specific tasks or project deliverables identified in the Scope of Work as approved by the Commission.
2. The term “Disadvantaged Community” refers to communities identified by the California Environmental Protection Agency as the top 25% most impacted census tracts in [CalEnviroScreen 4.0](#), a screening tool used to help identify communities disproportionately burdened by multiple sources of pollution and with population characteristics that make them more sensitive to pollution.
3. The term “General Fund” or the acronym “GF” all refer to the General Fund. .
4. The term “LCP” refers to Local Coastal Program.
5. The term “Local Coastal Program Local Assistance Grant Program” refers to the Coastal Commission’s grant program to support local governments in planning for sea level rise and climate change, and developing new or updating existing Local Coastal Programs (LCP), consistent with the California Coastal Act. *CA Code of Reg. Title 14 Division 5.5 Ch. 8 Sub. 2*
6. The term “Low-Income Community” refers to communities and households that are found within census tracts and households, respectively, that are either at or below 80 percent of the statewide median income, or at or below the threshold designated as low-income by the California Department of Housing and Community Development’s [adopted list of state income limits](#).
7. The term “Materials”; all data, plans, drawings, specifications, surveys, studies, and other written or graphic work produced in the performance of this Agreement and are identified as “deliverables” in the Scope of Work of this Grant Agreement.
8. The term “Other Sources of Funds”; cash or in-kind contributions that are required or used to complete the Project beyond the Grant Funds provided by this Agreement.
9. The term “Pooled Money Investment Account” (PMIA) refers to the account through which the State Treasurer invests taxpayers’ money to manage the State’s cash flow and strengthen the financial security of local governmental entities. The rate of interest earned on the Pooled Money Investment Account serves as a benchmark for setting interest rates in several provisions of state law, and is the rate that is used for purposes of this Agreement. *GC Title 2. Government of the Statute of CA [8000-22980], Division 4. Fiscal Affairs [16100-1777], Part 2. State Funds [16300-16649.95], Ch. 1.16314*

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10. The term “Request for Funds Form” or “RFF Form”; the form that will be submitted requesting payment and which is described in EXHIBIT B1.
11. The term “Round 1” refers to the Commission’s first round of LCP grant funding that commenced in Fiscal Year 2013-2014 under the Local Coastal Program Local Assistance Grant Program.
12. The term “Round 2” refers to the Commission’s second round of LCP grant funding that commenced in Fiscal Year 2014-2015 under the Local Coastal Program Local Assistance Grant Program.
13. The term “Round 3” refers to the Commission’s third round of LCP grant funding that commenced in Fiscal Year 2016-2017 under the Local Coastal Program Local Assistance Grant Program.
14. The term “Round 4” refers to the Commission’s fourth round of LCP grant funding that commenced in Fiscal Year 2017-2018 under the Local Coastal Program Local Assistance Grant Program.
15. The term “Round 5” refers to the Commission’s fifth round of LCP grant funding that commenced in Fiscal Year 2018-2019 under the Local Coastal Program Local Assistance Grant Program.
16. The term “Round 6” refers to the Commission’s sixth round of LCP grant funding that commenced in Fiscal Year 2019-2020 under the Local Coastal Program Local Assistance Grant Program.
17. The term “Round 7” refers to the Commission’s seventh and current round of LCP grant funding that commenced in Fiscal Year 2021-2022 under the Local Coastal Program Local Assistance Grant Program.
18. The term “Sea Level Rise Guidance” refers to the Coastal Commission’s Sea Level Rise Policy Guidance document adopted in August 2015 and updated in 2018. The document provides an overview of best available science on sea level rise for California and recommended steps for addressing sea level rise in Coastal Commission planning and regulatory actions under the Coastal Act.

EXHIBIT D1**LCP Terms and Conditions****1. PURPOSE OF GRANT FUNDING**

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

2. ACKNOWLEDGEMENT

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

3. WORK PRODUCT

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

The Grantee agrees that all materials are subject to the unqualified and unconditional rights of the Commission as set forth in this section. The Commission shall have the right to reproduce, publish, display and make derivative use all such work, or any part thereof, free of charge in any manner and for any purposes whatsoever and to authorize others to do so. If any of the work material is subject to copyright, trademark, service mark, or patent, the Commission is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of

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derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

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

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

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

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

Commission staff will be available to support the development of the Project through regular coordination and assistance. Commission staff support includes regular coordination meetings, timely review of reports, and participation in stakeholder advisory groups, as feasible, to ensure timely and successful completion of the Project.

4. PUBLIC ENGAGEMENT

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

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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.

7. INSURANCE

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

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

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

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

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

- | | |
|---|--|
| 1. General Liability:
(Including operations, products and completed operations, as applicable) | \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this Agreement or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability: | \$1,000,000 per accident for bodily injury and property damage. |

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

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

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

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

8. COASTAL COMMISSION SEA LEVEL RISE GUIDANCE

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

9. VULNERABILITY ASSESSMENTS and ADAPTATION PLANNING

In addition to the general recommendations contained within the Commission's Sea Level Rise Policy Guidance, and unless otherwise provided in the Scope of Work of this Agreement, vulnerability assessment and adaptation planning work shall include: (1) analysis of storm and non-storm scenarios, including maximum daily and annual tidal inundation, (2) assessment of sea level rise vulnerability with and without key development that is currently vulnerable and/or protected by a revetment, such as Highway 1, railroad tracks, and/or a row of residences, (3) anticipated changes in beach width and other habitat areas under future sea level rise scenarios, (4) evaluation of the feasibility and effectiveness of various protection, accommodation, and retreat strategies, including nature-based adaptation strategies like living shorelines, sediment management, and beach nourishment, (5) evaluation of sea level rise vulnerability of existing and planned segments of the California Coastal Trail, (6) incorporation of the subject of environmental justice by, to the extent feasible, analyzing the differential impacts of sea level rise upon various demographics and community groups, and (7) consideration of the latest reports on sea level rise science and recommendations from the state of California, including [Rising Seas in California](#) (Griggs et al. 2017), the most recently adopted update to the [State Sea-Level Rise Guidance](#), and the most recent version of the [Safeguarding California Plan](#). Scenarios analyzed should include Medium-high Risk Aversion and Extreme Risk Aversion scenarios per the Commission's Sea Level Rise Policy Guidance and the State Sea-Level Rise Guidance

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recommendations to aid in planning and understanding the worst-case scenario for projected time horizons.

10. COORDINATION OF SEA LEVEL RISE PLANNING WORK

Sea level rise work completed under the Local Coastal Grant Program shall be coordinated regionally to the extent feasible with other jurisdictions and entities working on sea level rise projects within the same county or broader regional area relevant for sea level rise adaptation, such as the watershed, littoral cell, or area with similar geologic characteristics. Entities working on sea level rise projects include, but are not limited to, the State Coastal Conservancy, the Ocean Protection Council, The Nature Conservancy, NOAA, and USGS. Coordination includes early coordination meetings among the different entities, sharing of technical analyses and lessons learned as well as consideration of regional adaptation policies, and development of LCP policies.

11. TERMINATION

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

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

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

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

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

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

EXHIBIT E**CERTIFICATION (GCC-1/2019)**

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

GRANTEE CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Grantee has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

EXHIBIT E**4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO**

REQUIREMENT: Grantee hereby certifies that Grantee will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

Current State Employees (Pub. Contract Code §10410)

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

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

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

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

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

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

EXHIBIT E

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

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

EXHIBIT F

INFORMAL AMENDMENT

Amendment to _____

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

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

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

Signed and Agreed:

Representative of _____

By: _____

Printed Name: _____

Title: _____

Dated: _____

Representative of Coastal Commission:

By: _____

Printed Name: _____

Title: _____

Dated: _____