

**EXHIBIT A**

**SCOPE OF WORK**

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

<b>State Agency:</b> California Coastal Commission	<b>Grantee:</b> City of San Diego	<b>Grantee:</b> City of San Diego
Name: Kelsey Ducklow ("Grant Manager")	Name: Casey Smith, Deputy Chief Operating Officer (Authorized to sign grant amendments on behalf of Grantee)	Name: Jonathan Avila (Authorized to sign RFFs on behalf of Grantee)
Address: 455 Market St. Suite 300 San Francisco, CA 94105	Address: 202 C Street, M.S. 413 San Diego, CA 92101	Address: 202 C Street, M.S. 413 San Diego, CA 92101
Phone: (415) 904-2335	Phone: (619) 214-5380	Phone: (619) 525-8233
Email: <a href="mailto:kelsey.ducklow@coastal.ca.gov">kelsey.ducklow@coastal.ca.gov</a>	Email: <a href="mailto:CDSmith@sandiego.gov">CDSmith@sandiego.gov</a>	Email: <a href="mailto:JOAvila@sandiego.gov">JOAvila@sandiego.gov</a>

3. Primary project contact:

<b>State Agency:</b> California Coastal Commission	<b>Grantee</b> City of San Diego
Section/Unit:	Section/Unit: City Planning Department
Name: Mary Matella ("LCP Grant Coordinator")	Name: Jonathan Avila
Address: 455 Market St. Suite 300 San Francisco, CA 94105	Address: 202 C Street, M.S. 413 San Diego, CA 92101
Phone: (415) 904-6093	Phone: (619) 525-8233
Email: <a href="mailto:mary.matella@coastal.ca.gov">mary.matella@coastal.ca.gov</a>	Email: <a href="mailto:JOAvila@sandiego.gov">JOAvila@sandiego.gov</a>

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### SCOPE OF WORK

**Name of Local Government:** City of San Diego

**Name of Project:** City of San Diego Trails Master Plan Existing Conditions Report

**Funding Source:** General Fund

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

**Federal Tax ID#:** 95-6000776

**Budget Summary:**

CCC funding:	\$499,153.00
<u>Other funding:</u>	<u>\$206,806.60</u>
Total project cost:	\$705,959.60

**Term of Project:** 10/16/2023 (or grant agreement execution date) - 08/01/2027

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#### **A. PROJECT DESCRIPTION**

The COSD plans to kick off the planning phase of the TMP by the Summer of 2024 and the primary source of data to inform the TMP will be the City of San Diego Trails Master Plan Existing Conditions Report (Report). The Report will include quantitative data on the current conditions of existing trails and where deficiencies or opportunities for improvement can be identified. Additionally, important qualitative data in the form of community input and stakeholder consultation will also be included in the Report. The completion of the Report as well as the proposed LCP update that will apply to the Community Plans is the full scope of work proposed for this grant project (Project).

The Project will be completed in three phases: Initial outreach and network formation, community engagement and data collection, and finally the drafting and finalization of the Report and LCP update. Specific tasks within each of these phases are described in more detail under the Task Description and Schedule section of this application.

The first priority of the Project will be to establish commitments with at least three community-based or non-profit groups who will serve as partners on this Project. The full Project team will consist of representatives from these three organizations (who will ideally represent or serve traditionally underserved communities), COSD Planning Department staff, and qualified technical consultants with expertise in community-driven landscape architecture and data analysis. Initial outreach work will seek to engage a diverse range of

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potential stakeholders (listed below) including some who have a longstanding relationship with the City such as San Diego Canyonlands and Groundwork San Diego, but outreach efforts will prioritize groups who have not been historically involved in Citywide planning such as Latinos Outdoors and Outdoor Outreach. The stakeholder network will serve in an as-needed capacity on the Project and will provide meaningful input on behalf of the groups they represent and their interests, and they will be an important resource for community engagement and outreach. Honoraria stipends are included in the funding request for this Project to support these collaborations and incidental costs incurred by the partners.

Following the formation of the Project team and stakeholder network, the City will initiate the community engagement and data collection phase. This effort will rely heavily on the Project partners and stakeholder network to organize volunteers to conduct a field survey of the existing trail systems and provide education outreach materials to the communities. Every officially recognized trail will be walked and documented using GPS equipment to determine the existing trail condition, identify gaps in the existing trail network, points of public access including coastal access, opportunities for recreation for all age groups, and areas vulnerable to climate change impacts including sea level rise. The COSD will coordinate with Outdoor Outreach and San Diego Canyonlands to develop STEM-focused volunteer opportunities for local high school students, and this will hopefully provide inspiration for these students to consider careers in public service or STEM. Students will have the opportunity to walk and document trails with City park rangers, biologists, and planners and learn about the native flora and fauna within their communities. It is envisioned that a pool of volunteers will complete the field survey consisting of local high school or college students, members of community-based organizations, and local non-profits under the guidance of the Project team.

In addition to the field survey serving as a data collection exercise, the survey will also provide an opportunity for public engagement on the trails with community members who encounter the survey volunteers to learn about the purpose and goals of the Project. The results of the field survey will be analyzed and documented in the Report. This report will inform the future development of a Citywide TMP, which aims to establish goals and policies needed to ensure an equitable Citywide trail system that promotes sustainable public access to the City's valuable open spaces, including the coastline and beaches.

Data collection activities will also require technical support from a qualified consulting firm. To adequately consider the potential effects of climate change on the proposed TMP and ensure a sustainable Citywide trail system, multiple collections of data will be gathered in consultation with experts experienced in climate change resiliency planning to identify areas expected to be at the greatest risk from climate change impacts. This data will be collected from publicly available sources, but if there are gaps in publicly available data or it's deemed insufficient for this Project, the City will issue a contract to a consulting firm

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experienced in data collection and modeling to gather the environmental data needed to complete a thorough climate change impact analysis.

In addition to data collection work during this phase, the Project team will also begin coordinating regular outreach and engagement efforts to seek community input and feedback on trails and public access in the City that will serve as qualitative data in the Report. Outreach activities such as regional workshops, community popups, and door knocking campaigns will educate the public on the need for a Citywide TMP, the goals of the TMP, and how this will affect their communities in the future. These events will also help the City gather input on how the community utilizes the existing trail system and how it can be improved. This input is essential for setting the stage for an equitable, Citywide TMP.

Once data collection is complete, the Planning Department, with the support of a consulting team, will prepare the draft Report. When the first draft is available, the Planning Department will distribute copies of the draft to the CCC, every partner on the Project, and it will be made publicly available on the Planning Department's website. Stakeholders who served in a volunteer capacity on the Project will be invited to review and comment on the report. The Planning Department will seek feedback on the first draft from all these parties, and once received, comments will be addressed in a letter sent to commenters from the Planning Department. Following the incorporation of comments and suggested edits, the Report will be finalized. A final copy of the Report will be provided to the CCC, all project partners, and all stakeholders who contributed to the Project, as well as published on the Planning Department's website. The Planning Department will continue gathering comments from the public on the report through the duration of the TMP development.

Before the end of the grant term, the COSD will propose amendments to community plans to update policies related to equitable multimodal access to the coast and other open spaces throughout the City. This effort will propose new policies in the community plans and updated policies to the LCPs established in the City's coastal community plans to highlight the new goals and vision encompassed by the TMP and other COSD equitable planning initiatives. At a minimum, the Report will be cited in the proposed LCP amendment language as a source of information to guide the implementation of new policies as it relates to trail planning and development. The COSD will work in coordination with the CCC to draft the proposed policy amendment prior to bringing the amendments forward to the City Council for consideration and eventual submittal to the CCC for approval and adoption.

### **B. TASKS**

**Task 1. Initial Outreach and Network Formation** is the first step and will include engaging with key stakeholders and organizing a project team to kick off the project. The City's Planning Department staff will be the primary entity overseeing the implementation of this project.

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- **Task 1.1 - Identify project stakeholders** begins with information-gathering by the Planning Department and its existing network. Together, this team will brainstorm, research, and consolidate a list of all possible stakeholders who may be interested in contributing to the development of the Report. Currently, COSD has identified several organizations with a stake in the trails system, and this list will grow as additional outreach is conducted. A list of potential stakeholders is included below:

Casa Familiar	Groundwork San Diego
Climate Action Campaign	Outdoor Outreach
Environmental Health Coalition	San Diego Canyonlands
Mid-City CAN (Community Advocacy Network)	San Diego Coastkeeper
San Diego Urban Sustainability Coalition (SDUSC)	Sierra Club
The Greenlining Institute	Bayview Community Development Corporation
Eastern Area Community Planning Group	City Heights Community Development Corporation
Southeastern San Diego Planning Group	Bike San Diego
Chollas Valley Planning Group	Chollas Creek Coalition
Black Girls Hike	Latinos Outdoors
Friends of Rose Canyon	San Diego Audubon Society
Friends of Balboa Park	San Diego Mountain Biking Association
Friends of Los Penasquitos Canyon	Kumeyaay Diegueno Land Conservancy (KDLC)
Friends of Tecolote Canyon	The Surfrider Foundation
Mission Trails Regional Park Foundation	Outdoor Afro
Environmental Center of San Diego	San Diego Foundation
Los Penasquitos Lagoon Foundation	Environmental Center of San Diego (ECO)
San Dieguito River Park Joint Powers Authority	Disabled Hikers

- **Task 1.2 - Recruit stakeholders, partners, and collaborators** through calls, emails, and face-to-face meetings. COSD will prioritize and target networks that support diversity in the region such as Outdoors Outreach as well as neighborhood leadership.
- **Task 1.3 - Convene a project team to kick off the Project** by orienting the group to the Project goals, collectively determining strategies for outreach and engagement, setting the course and timeline for interactions, and vetting priorities through the group. COSD will lead this kickoff meeting alongside any collaborators that have volunteered for a heightened role in the Project.
- **DELIVERABLES:** By November 29, 2023, COSD will have completed:
  - Established commitments from the three project partners and network of stakeholders.
  - Project team rosters with corresponding roles and identified geographic leads.
  - A community outreach timeline and engagement strategy

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**Task 2. Community engagement and data collection** is essential to conducting a thorough qualitative and quantitative analysis to effectively inform the TMP and advance the goals of the PMP.

- **Task 2.1 - Conduct Neighborhood Outreach** concurrently with the existing trail field survey. Information flyers for the Project will be posted at surveyed trailheads if feasible, and door hangers with project information will also be left at residences surrounding trail entrances and points of public access to bring awareness to the Project and inform residents of ways they can get involved. Face-to-face interactions will also be encouraged during the field survey by engaging with trail users and community members who are curious about the survey work. COSD staff and project volunteers from Task 1 will conduct this neighborhood-centered interaction.
- **Task 2.2 - Participate in and/or schedule community events** by coordinating with community organizations, participating in existing community events (like markets and festivals), and planning additional engagement opportunities like popup events at popular spaces within the community. Coordinating with community organizations in every region within the City and consulting with experts experienced in developing creative strategies for engaging with historically underrepresented communities will be critical to ensuring the future TMP is equitable.
- **Task 2.3- Data collection will include both qualitative and quantitative data.** The first data collection activity that will be initiated is the field survey of the existing City trails. City staff including park rangers, biologists, and planners will accompany pairs of volunteers to survey and document existing trail conditions using GPS software. The qualitative dataset will be composed of the field survey results, feedback from the communities, and input from the Project team including the stakeholder network. The quantitative dataset will be composed of environmental impact data on the future trail system, existing trail condition and usage data, and the field survey results. The entire Project team will be involved in completing this task.
- **DELIVERABLES:** By July 1, 2024, COSD will have hosted at least 18 in-person community engagement events and at least one additional targeted popup event within at-risk communities, in addition to the following:
  - Data collection that includes both qualitative and quantitative data to inform and equitable and sustainable TMP.
  - A community engagement summary report of recommendations and issues to consider.
  - Complete field survey and dissemination of Project information, purpose, and goals to neighborhoods within the field survey study area.

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**Task 3. Drafting and finalizing the Report** will inform the future COSD's Citywide TMP and will be incorporated into future community plan/LCP updates. Finalization of the Report will not be completed until stakeholder comments are received. The report will discuss the community engagement and climate change vulnerability/resilience findings gathered in Task 2.

- **Task 3.1 - Create a first draft of the Report** in accordance with the conversations and input received from community engagement activities and field work performed in tasks 2 and 3.1. Support from technical consultants will be needed to draft the Report with input from COSD and the Project team.
- **Task 3.2 - Gather comments on the first draft of the Report** by maintaining open lines of communication with stakeholder groups and hosting discussion meetings with the Project team. The first draft of the Report will also be provided to the CCC for review. COSD will host at least one virtual meeting with CCC staff to gather input and feedback on the draft report. COSD will oversee the collection of comments and will compile summaries of different comments that will inform revisions.
- **Task 3.3 - Revise and release the final Report** to project team members, stakeholders, and the CCC. The Report will also be published on the Planning Department's website and will be presented to the City Council's subcommittees as an information item to maintain opportunities for public input.
- **DELIVERABLES:** Report drafts will be prepared by the deadlines below:
  - The first draft of the Report will be prepared by July 1, 2024
  - The final draft of the Report will be completed by September 30, 2024.

**Task 4. Coordination with CCC staff during the development of the TMP.** COSD will be developing the Trails Master Plan using funding from a separate grant. That project includes its own separate set of tasks and outreach processes. However, as part of this CCC-funded project, COSD staff will meet with CCC staff a minimum of two times during the development of the TMP to ensure that goals, projects, etc. identified in the TMP are consistent with Coastal Act requirements and will lead to successful development and adoption of a proposed LCP amendment (Task 5).

- **DELIVERABLES:** completion of a minimum of two coordination meetings with CCC staff during the development of the TMP.

**Task 5. Amend Community Plans and Update LCP Policies** by drafting new policy language and revised trail figures that promote implementation of the goals outlined in the TMP that were

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guided by the findings of the Report. The CCC will have an opportunity to review and comment on the draft policy language before it’s brought to the City Council for approval and adoption which will amend the community plans.

- **DELIVERABLES:** It’s expected that the new policies will be brought to the City Council for approval and adoption by June 30, 2027.
  - Draft LCP policy language by November 30, 2026
  - Revised/Final policy language for City Council hearing by June 30, 2027
  - Submittal of locally adopted LCP language to the Coastal Commission by August 1, 2027

**C. SCHEDULE**

Project start/end dates:

<b>Task 1. Initial Outreach and Network Formation</b>		<b>Start Date</b>	<b>End Date</b>
1.1	Identify project stakeholders	10/16/2023	10/30/2023
1.2	Recruit stakeholders, partners, and collaborators	10/30/2023	11/13/2023
1.3	Project kickoff	11/13/2023	11/29/2023
<b>Outcome/Deliverables:</b>			
	A. Established commitments with 3 project partners and network of stakeholder	11/13/2023	
	B. Project team rosters with corresponding roles and identified geographic leads	11/29/2023	
	C. Community outreach timeline and engagement strategy	11/29/2023	
<b>Task 2. Community engagement and data collection</b>		<b>Start Date</b>	<b>End Date</b>
2.1	Conduct neighborhood outreach	11/13/2023	1/15/2023
2.2	Participate in and/or schedule community events	11/13/2023	7/1/2024
2.3	Data collection	11/13/2023	7/1/2024
<b>Outcome/Deliverables:</b>			
	D. Data compilation including qualitative and quantitative data	7/1/2024	
	E. Community engagement summary report following the participation in at least 18 outreach events		
	F. Complete field survey and dissemination of project information to neighborhoods		
<b>Task 3. Drafting and finalizing the Report</b>		<b>Start Date</b>	<b>End Date</b>
3.1	Create a first draft of the Report	3/15/2024	7/1/2024
3.2	Gather comments on the first draft of the Report	7/1/2024	8/3/2024
3.3	Revise and release the final Report	8/3/2024	9/30/2024
<b>Outcome/Deliverables:</b>			
	G. First draft of the Report	7/1/2024	
	H. Final draft of the Report	9/30/2024	
<b>Task 4. Coordination with CCC staff during TMP development</b>		<b>8/31/2024</b>	<b>6/30/2026</b>



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<b>Outcome/Deliverables:</b>			
	I. Meeting 1 with CCC staff on TMP	~February 2025	
	J. Meeting 2 with CCC staff on TMP	~February 2026	
<b>Task 5. Amend Community Plans and Update LCP Policies</b>		<b>6/30/2026</b>	<b>8/1/2027</b>
<b>Outcome/Deliverables:</b>			
	K. Draft LCP language	11/30/2026	
	L. Revised/Final LCP language for City Council	6/30/2027	
	M. Submittal of adopted LCP language to CCC	8/1/2027	

**D. BENCHMARK SCHEDULE**

<b>BENCHMARK</b>	<b>ACTIVITY</b>	<b>COMPLETION DATE</b>
1	Initial outreach and network formation	11/29/2023
2	Community engagement and data collection	7/1/2024
3	Complete a first draft of the Report and address feedback and comments	8/3/2024
4	Finalize and distribute the Report	9/30/2024
5	Amend Community Plans and Update LCP Policies	8/1/2027

## **EXHIBIT A1**

### **DEFINITIONS**

1. The term “Agreement”; this Grant Agreement.
2. The term “Budget Act”; the annual enacted version of the Budget Bill which makes appropriations for the support of the government of the State of California.
3. The term “Chief Deputy Director”; the Chief Deputy Director of the Commission.
4. The terms “Commission” or “Coastal Commission” and the acronym “CCC” all refer to the California Coastal Commission.
5. The term “Executive Director”; the Executive Director of the Commission.
6. The term “Grant” or “Grant Funds”; in the case of LCP grants, the money provided by the California Climate Investments program or, in the case of Public Education grants, sales and renewals of the WHALE TAIL<sup>®</sup> Specialty License Plate, or California’s Voluntary Tax Check-Off Program, 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>Jurisdiction Name</i>	<i>CCC Grant Total</i>	<i>Match/Other Funds</i>	<i>Total</i>
<b>LABOR COSTS</b>			
<b>City Staff Labor</b>			
Task 1 – Initial Outreach and Network Formation	\$19,654.00	\$38,472.00	\$58,126.00
Task 2 – Community engagement and data collection	\$49,134.00	\$96,180.00	\$145,314.00
Task 3 – Draft and finalize Report	\$29,480.00	\$57,709.00	\$87,189.00
Task 4- Coordination w/ CCC Staff During TMP Development	-	\$11,925.60	11,925.60
<b>Total Labor Costs</b>	<b>\$98,268.00</b>	<b>\$204,286.60</b>	<b>\$302,554.60</b>
<b>DIRECT COSTS</b>			
<b>Project Supplies</b>			
Stationary materials for door hangers, informational flyers, fact sheets, and other as-needed stationary and incidental meetings supplies	\$10,000.00	-	\$10,000.00
Field survey equipment	\$12,885.00	-	\$12,885.00
<b>Total</b>	<b>\$22,885.00</b>	<b>-</b>	<b>\$22,885.00</b>
<b>Travel In State</b>			
Mileage	-	\$2,520.00	\$2,520.00
Transportation stipends for community members	\$2,000.00	-	\$2,000.00
<b>Total</b>	<b>\$2,000.00</b>	<b>\$2,520.00</b>	<b>\$4,520.00</b>
<b>Consultants and Partners</b>			
Task 1: Initial Outreach and Network Formation	\$21,000.00	-	<b>\$21,000.00</b>
Task 2: Community Engagement and Data Collection	\$325,000.00	-	<b>\$325,000.00</b>
Task 3: Draft and Finalize Report	\$30,000.00	-	<b>\$30,000.00</b>
<b>Total</b>	<b>\$376,000.00</b>	<b>-</b>	<b>\$376,000.00</b>
<b>Grand total</b>	<b>\$499,153.00</b>	<b>\$206,806.60</b>	<b>\$705,959.60</b>

**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: Mary Matella  
Statewide Planning Division  
455 Market St. Suite 300  
San Francisco, CA 94105
- 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.

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

## 2. **Budget Contingency Clause**

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

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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.