

**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 Carmel-by-the-Sea
Name: Kelsey Ducklow ("Grant Manager")	Name: Chip Rerig, City Administrator
Address: 455 Market St. Suite 300 San Francisco, CA 94105	Address: P.O. Box CC Carmel-by-the-Sea, California, 93921
Phone: (415) 904-2335	Phone: (831) 620-2000
Email: <a href="mailto:kelsey.ducklow@coastal.ca.gov">kelsey.ducklow@coastal.ca.gov</a>	Email: <a href="mailto:crerig@ci.carmel.ca.us">crerig@ci.carmel.ca.us</a>

3. Primary project contact:

<b>State Agency:</b> California Coastal Commission	<b>Grantee</b> City of Carmel-by-the-Sea
Section/Unit: Statewide Planning	Section/Unit: Public Works
Name: Carey Batha ("Grant Coordinator")	Name: Robert Harary
Address: 455 Market Street, Suite 300 San Francisco, CA 94105	Address: P.O. Box CC Carmel-by-the-Sea, California, 93921
Phone: (415) 904-5487	Phone: (831) 620-2021
Email: <a href="mailto:Carey.Batha@coastal.ca.gov">Carey.Batha@coastal.ca.gov</a>	Email: <a href="mailto:bharary@ci.carmel.ca.us">bharary@ci.carmel.ca.us</a>

## EXHIBIT A

### SCOPE OF WORK

**Name of Local Government:** City of Carmel-by-the-Sea

**Name of Project:** Hazard Policy Review and Revisions, Outreach, and Adaptation Pathway Development

**Funding Source:** General Fund

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

**Federal Tax ID#:** 94-6000306

**Budget Summary:**

CCC funding:	\$500,000
<u>Other funding:</u>	<u>\$175,000</u>
Total project cost:	\$675,000

**Term of Project:** 12/18/2023 (or date of grant agreement execution) – 04/30/2026

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**A. PROJECT DESCRIPTION**

The City of Carmel-by-the-Sea's Local Coastal Program (LCP) was certified by the Coastal Commission in 2004. The LCP includes a policy document, the Land Use Plan, and a set of ordinances and resolutions to implement those policies, the Coastal Implementation Plan. The Land Use, Circulation, Coastal Access, Recreation, and Coastal Resource Management elements of the City's General Plan have been combined with its Local Coastal Land Use Plan to ensure coordination of these two policy documents. The Coastal Implementation Plan consists of Carmel Municipal Code Chapter 17 as well as Coastal Implementation Plan appendices which include the City's Shoreline Management Plan (Appendix A).

Climate change is one of the most significant policy areas to emerge since the certification of Carmel's LCP in 2004, and statewide attention has focused on sea level rise and climate change considerations for local jurisdictions. As a response, in August 2022, the Carmel City Council adopted the Climate Action Plan and Climate Adaptation Plan. The City provided \$175,000 to fund Integral Consulting and HKA to complete Phase 1 work to: assess the conditions and lifespans of existing coastal protection structures, analyze historic blufftop and beach width changes, and model coastal hazard exposure within the City of Carmel's Coastal Zone. Phase 1 Task 1 (Coastal Engineering Condition Evaluation) has been accepted by the City, and Phase 1 Task 2 (Shoreline and Beach Change Analysis) is well underway. Phase 1 Task 3 (Shoreline and Beach Erosion Modeling) and Task 4 (Coastal Hazard and Sea

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Level Rise Vulnerability, High Priority Adaptation Identification, and Action Plan) will be underway shortly.

This grant agreement funds the Phase 2 policy work that will build off the technical work done in Phase 1 and will update the City's LCP to address coastal hazards based on the findings of the Phase 1 technical studies funded by the City of Carmel. Policy updates will be focused on the Coastal Hazards section of the LCP and will address sea level rise and associated hazards, areas of vulnerability, preferred adaptation strategies, potential coastal resiliency projects, and coastal hazards mapping. Specifically, Phase 2 will include: 1) reviewing existing coastal hazards policies, 2) conducting a social vulnerability assessment; 3) submitting an LCP amendment to update coastal hazard policies; and 4) updating the City's coastal hazard mapping. This effort would result in an updated LCP that identifies areas of coastal vulnerability in the City of Carmel, addresses environmental justice needs, and plans for coastal resiliency and climate adaptation projects.

The Carmel-by-the-Sea City Manager and City Council aim to complete these tasks expeditiously to ensure that coastal hazards are fully addressed and planned for in the LCP.

### **B. TASKS**

#### **Hazards Policy Review and Revisions, Outreach and LCP Amendment**

##### **Task 0 – Project Management**

This task includes billing hours after the City issues a purchase order to complete, project administration, execution of subconsultant contracts, internal team coordination, a kickoff meeting, and quarterly progress calls with summary notes. EMC Planning Group, as Prime, will take the lead for the consultants on project management and administration. The City staff is also requesting funds to support staff participation and project management in the various project tasks.

##### **Task 1 – Adaptation Feasibility**

Integral will summarize the wide range of possible adaptation strategies (projects and policy, green vs gray) and briefly describe the secondary consequences of each and using our professional judgement and experiences to identify adaptation strategies that should be left on the table and presented to the community for further analysis and discussion in Phase 2. We will also identify high priority adaptations that have a very good chance of needing to be implemented over the next 10 years. Some of the feasibility criteria for adaptation will include secondary consequences, regulatory viability, as well as initial construction and ongoing maintenance costs. Essentially this will identify which adaptation tools remain on the table for community discussion, which ones are ruled out, and which are of higher priority that should be expedited to the City planning and permit phase. Integral will lead this task with input on costs from HKA and EMC write up for policy approaches.

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### Deliverables:

- Draft tables summarizing feasibility, recommendations for policy and project approaches, and identify high priority adaptations, sent to CCC staff for 6-week review
- Final tables reflecting CCC comments as appropriate

### Task 2 – Public Outreach and Engagement

EMC Planning Group and Integral will prepare and present to the Climate Change Committee (CCC) – 1 city council, 1 planning commission meeting (\$5K per meeting for prep, staff support for staff reports, technical presentation development, participation, travel, and follow ups). Assist staff to identify and engage low-income communities as well as California Native American Tribes and develop outreach and meetings to solicit meaningful engagement. Attended by Integral and EMC lead. EMC will prepare an outreach plan to engage broader community members such as non-homeowners, members of surrounding communities (Carmel Valley, Big Sur, Monterey, Pacific Grove, etc.), and frequent visitors. Such outreach efforts could include email lists, radio announcements, beach and grocery store informational postings, and a dedicated website for content development prepared and managed by EMC Planning Group. Phase 2 Task 3 (socio-economic analyses) will help inform outreach strategies and groups to target.

### Deliverable:

- Technical content and preparation for at least eleven (11) presentations, including: two (2) Climate Committee, two (2) Forest and Beach Commission, one (1) Planning Commission, up to (2) City Council, two (2) Public Workshops, and up to (2) Coastal Commission hearings led by Integral and EMC Planning Group (these hearings and presentations are inclusive of all anticipated hearings and presentations for the project, and are listed again below for applicable Tasks);
- Draft Outreach Plan sent to CCC staff for 6-week review
- Final Outreach Plan
- Website content
- Outreach and Education materials.

### Task 3 – Socio-Economic Analyses

Integral will lead this socio-economic analysis, which will build upon data collected from Phase 1 Task 4 (Coastal Hazard and Sea Level Rise Vulnerability, High Priority Adaptation Identification, and Action Plan) and Phase 2 Task 1 (Adaptation Feasibility) to analyze changes to City revenue streams, asset values and non-market beach and coastal recreational use values from a 'business as usual' approach. This task includes a travel-cost survey to understand visitation patterns and values associated with recreational and tourism use of Carmel's coast, to help guide preferences for adaptation approaches. This

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task will also include the purchase of cellphone data, to better understand the source of visitors to the area, and the importance of access to the coastline of Carmel to residents of inland communities, particularly during high heat events. This is important to understand both the aggregate value of non-market values of the Carmel coastline (as values are a product of the daily use estimates from the travel cost survey and the number of visitors), but also to examine the feasibility and equitability of different funding and financing options, such as tourism taxes and daily parking fees. Analysis of cellphone data will be based on geo-fencing of points of interest (access points, coastal reserves), and analysis of the 'home' location of visitor cellphone devices. The methodology will be similar to that employed by [Merrill et al 2020](#), with advisory input from Associate Professor Kiki Patsch at California State University Channel Islands, who has experience in the use of this data in central California. Finally, this task will include developing indicative cost estimates for construction and maintenance costs associated with various prioritized adaptation strategies, based on unit cost information, to inform the benefit cost analysis (BCA). The results of the data collection and initial analysis will be used to refine a site-specific benefit cost assessment, to evaluate economic and fiscal changes from the baseline case 'business as usual' for community/City selected adaptation strategies.

### **Deliverables:**

- Draft technical memo of survey and economic results with maps and tabular data, sent to CCC staff for 6-week review
- Final technical memo of survey and economic results with maps and tabular data incorporating CCC comments as appropriate
- Two (2) presentations to either the Climate Committee, Planning Commission, Forest and Beach Commission or City Council presented by EMC Planning Group or Integral.

### **Task 4 – Adaptation Pathway Development**

Using results of Phase 1 Task 4 (Coastal Hazard and Sea Level Rise Vulnerability, High Priority Adaptation Identification, and Action Plan) and Phase 2 Tasks 1, 2 and 3, develop one adaptation pathway for each of the four sections of the City's coastline (North Beach, North Dunes, Central Beach, and South Beach) by identifying appropriate adaptation strategies for the short, medium and long term (by time and/or SLR elevation), as well as monitoring triggers for initiating planning steps to move to the next phase of adaptation. This Task will also include engineering cost estimates for potential adaptation pathways, including how to pay for adaptation over time.

### **Deliverables:**

- Short draft technical memo on monitoring needs and adaptation pathway graphics for each coastline section. Cost estimates and funding options for adaptation pathways, sent to CCC staff for 6-week review

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- Final technical memo and adaptation pathway graphics, incorporating CCC staff comments as appropriate
- One presentation to either the Climate Change Committee, Planning Commission, Forest and Beach Commission or City Council attended by Integral and EMC.

### **Task 5 – Revised Coastal Hazard Policies**

After identifying triggers and thresholds, develop draft coastal hazards policies as needed based on results of hazard policy review, public outreach, the adaptation feasibility and adaptation pathway development, the socio-economic analysis and the Phase 1 Coastal Engineering and Hazard Assessment. This Phase includes LUP and IP policy drafting and coordination with Coastal and City staff to identify and prepare draft language for Coastal Hazards LCP policy areas updates.

#### **Deliverables:**

- 1-2 meetings with California Coastal Commission staff to discuss draft coastal hazard policies and obtain Coastal staff's guidance on scope and policy priorities for the LCP Amendment.
- Draft LUP and IP amendments sent to CCC staff for 6-week review
- Final LUP and IP amendments, incorporating CCC staff comments as appropriate
- One presentation to the appropriate City body attended by EMC.

### **Task 6 – Additional Policy Area Updates**

This Task leaves time and budget for amendments to other sections of the LCP, if such amendments become necessary to maintain consistency throughout the entire LCP. For example, new Coastal Hazards policies may trigger inconsistencies with current Public Access or ESHA policies, which would then need to be updated to maintain consistency throughout the LCP. If no additional amendments become necessary, the City will request an informal amendment to reallocate the Task 6 funds within the Budget.

#### **Deliverables:**

- Draft LCP amendments in sections of the LCP other than the Coastal Hazards chapter, for 6-week CCC staff review
- Final LCP amendments in sections of the LCP other than the Coastal Hazards chapter, reflecting CCC comments as appropriate

### **Task 7 – LCP Amendment**

Task 7 will be focused on integrating the policies written in Task 5 and Task 6 into the LCP and evaluating programmatic changes, and implementation language and making other necessary amendments to the LCP based on the hazards work completed in the previous tasks. This will result in an updated, uniform, conforming LCP that is internally consistent between all coastal resource policy areas.

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This task will result in a final LCP Amendment that focuses on integrating the Coastal Hazard policy updates into other policy area updates, as necessary. This Task will include working with Coastal Commission staff to revise the policies and zoning around the coastal hazards and social vulnerability findings such that future uses are consistent with the City's LCP policies. Amendments to the Implementation Plan (IP) will be done concurrently with the amendments to the Land Use Plan (LUP), as necessary. Task 7 includes the following:

- Preparation of an Administrative and Draft version of the LCP;
- Submit draft LCP amendments for 6-week Coastal Commission staff review;
- Meet with Coastal Commission staff;
- Present draft LCP amendments at a public workshop for input and discussion;
- Develop revised draft LCP amendments that addresses feedback received to date;
- Prepare the Final Coastal Hazards and Sea Level Rise Draft LCP documents (and any associated LCP amendments);
- Attend and present at the Planning Commission Hearing (LCP Coastal Hazards and LCP Amendments adoption);
- Attend and present at the City Council Hearing (LCP Coastal Hazards LCP and Amendments adoption);
- Attend the Coastal Commission LCP Amendments (Coastal Hazards LCP and Amendments) Certification hearing and assist the City with response to questions, if needed;
- If the Coastal Commission approves the LCP Amendment with suggested modifications, then there will be another City Council hearing to accept the suggested modifications; and
- Second Coastal Commission Hearing for certification review.

### **Deliverables:**

- Administrative draft LCP amendment(s) for City and 6-week Coastal Commission staff review.
- Draft LCP amendment(s) for public review, revised to reflect City and CCC staff comments.
- Local hearing package: Revised draft LCP amendments for adoption consideration; final Coastal Hazards and Sea Level Rise Draft LCP documents
- Up to four (4) meetings with City and Coastal Commission staff to discuss amendments.
- One (1) public workshop to consider draft LCP amendments.
- One (1) Planning Commission Hearing.
- Up to two (2) City Council Hearings.
- Up to two (2) Coastal Commission Hearings.

**Note:** All documents will be produced as electronic format files (Word and Adobe pdf).

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**C. SCHEDULE**

Project start/end dates: 12/18/2023 (or date of grant agreement execution) – 04/30/2026

<b>Task 1. Adaptation Feasibility</b>	<b>Projected start/end dates: 12/18/2023 – 7/31/2024</b>
1.1 Prepare Draft tables summarizing feasibility, recommendations for policy and project approaches, and identify high priority adaptations	December 18, 2023 – June 28, 2024
1.2 Prepare Final tables reflecting CCC comments as appropriate	July 1, 2024 – July 31, 2024
Outcome/Deliverables: a. Draft tables summarizing adaptation feasibility b. Final tables summarizing adaptation feasibility	a. June 28, 2024 b. July 31, 2024
<b>Task 2. Public Outreach and Engagement</b>	<b>Projected start/end dates: 3/1/2024 – 4/30/2026</b>
2.1 Prepare technical content and preparation of eight (8) presentations	March 1, 2024 – December 31, 2024
2.2 Prepare Draft Outreach Plan	March 1, 2024 – March 15, 2024
2.3 Prepare Final Outreach Plan	March 22, 2024 – March 29, 2024
2.4 Provide Website Content	April 1, 2024 – April 30, 2024
2.5 Prepare Outreach and Education Materials	March 1, 2024 – April 30, 2024
Outcome/Deliverables a. Technical content and 8 presentations b. Draft Outreach Plan c. Final Outreach Plan d. Website Content e. Outreach and Education Materials	a. April 30, 2026 b. March 15, 2024 c. March 29, 2024 d. April 30, 2024 e. April 30, 2024
<b>Task 3. Socio-Economic Analysis</b>	<b>Projected start/end dates: 1/2/2024 – 7/31/2024</b>
3.1 Prepare draft technical memo of survey and economic results	January 2, 2024 – March 1, 2024
3.2 Prepare final technical memo of survey and economic results	March 29, 2024 – April 12, 2024
3.3 Two presentations to Commission/Council	May 1, 2024 – July 31, 2024
Outcome/Deliverables	a. March 1, 2024



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<ul style="list-style-type: none"> <li>a. Draft technical memo of survey and economic results</li> <li>b. Final technical memo of survey and economic results</li> <li>c. Two Presentations to Commission/Council</li> </ul>	<ul style="list-style-type: none"> <li>b. April 12, 2024</li> <li>c. July 31, 2024</li> </ul>
<b>Task 4. Adaptation Pathway Development</b>	<b>Projected start/end dates: 4/1/2024 – 12/31/2024</b>
4.1 Develop adaptation pathway for each of the four sections of Carmel Beach	April 1, 2024 – August 16, 2024
4.2 Prepare engineering cost estimates for potential adaptation strategies	April 1, 2024 – August 16, 2024
4.3 One presentation to Commission/Council	September 2, 2024 – December 31, 2024
<p>Outcome/Deliverables</p> <ul style="list-style-type: none"> <li>a. Draft technical memo on monitoring needs and adaptation pathway</li> <li>b. Final memo on monitoring needs and adaptation pathway</li> <li>c. Engineering cost estimates for potential adaptation strategies</li> <li>d. One presentation to Commission/Council</li> </ul>	<ul style="list-style-type: none"> <li>a. August 1, 2024</li> <li>b. August 16, 2024</li> <li>c. August 16, 2024</li> <li>d. December 31, 2024</li> </ul>
<b>Task 5. Revised Hazard Policies</b>	<b>Projected start/end dates: 1/2/2024 – 12/31/2024</b>
5.1 Identify and prepare draft language for coastal hazards LCP policy updates	January 2, 2024 – August 16, 2024
5.2 Prepare final policy language	August 19, 2024 – December 31, 2024
<p>Outcome/Deliverables</p> <ul style="list-style-type: none"> <li>a. 1-2 meetings with California Coastal Commission staff</li> <li>b. Draft policy language shown embedded in LUP and IP</li> <li>c. Final policy language</li> <li>d. One presentation to Commission/Council</li> </ul>	<ul style="list-style-type: none"> <li>a. March 29, 2024</li> <li>b. September 30, 2024</li> <li>c. December 31, 2024</li> <li>d. December 31, 2024</li> </ul>
<b>Task 6. Additional Policy area updates</b>	<b>Projected start/end dates: 3/15/2024 – 4/1/2025</b>
6.1 Preparation of Draft LCP Amendment other than Coastal Hazards	March 15, 2024 – April 1, 2025
6.2 Preparation of Final LCP	April 1, 2025 – May 1, 2025

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Amendment other than Coastal Hazards	
<b>Outcome/Deliverables</b> a. Draft LCP Amendment other than Coastal Hazards b. Final LCP Amendment other than Coastal Hazards	a. February 14, 2025 b. May 1, 2025
<b>Task 7. LCP Amendment</b>	<b>Projected start/end dates: 1/1/2025 – 10/7/2025</b>
7.1 Preparation of Admin. Draft LCP Amendment and 6-week CCC Review	January 1, 2025 – March 15, 2025
7.2 Preparation of Draft LCP Amendment	March 15, 2025 – April 16, 2025
7.3 Meeting with Coastal Commission staff	March 1, 2025 – March 10, 2025
7.4 Present draft LCP Amendment at a public workshop	March 30, 2025
7.5 Prepare revised Draft LCP Amendment	April 1, 2025 – May 1, 2025
7.6 Prepare Final Coastal Hazards and Sea Level Rise Draft LCP documents	May 1, 2025 – June 15, 2025
7.7 Public Workshop	June 30, 2025
7.8 One Presentation to Planning Commission Hearing	July 15, 2025
7.9 One Presentation to City Council Hearing	August 30, 2025
7.10 Attend Coastal Commission LCP Amendment Hearing	October 30, 2025
7.11 City Council Hearing to Accept Coastal Commission Suggested Modifications (as needed)	December 1, 2025
7.12 Coastal Commission Certification Review Hearing (as needed)	February 15, 2026
<b>Outcome/Deliverables</b> a. Admin. Draft LCP Amendment b. Draft LCP Amendment c. Meeting with Coastal Commission d. Revised Draft LCP Amendment e. Final Coastal Hazards and Sea Level Rise Draft LCP documents f. Public Workshop g. Planning Commission Hearing	a. March 15, 2025 b. April 16, 2025 c. March 10, 2025 d. May 1, 2025 e. June 15, 2025 f. June 30, 2025 g. July 15, 2025 h. August 30, 2025 i. October 30, 2025 j. December 1, 2025

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<ul style="list-style-type: none"> <li>h. City Council Hearing</li> <li>i. Coastal Commission Hearing</li> <li>j. City Council Hearing – Accept Suggested Modifications</li> <li>k. Second Coastal Commission Hearing</li> </ul>	<ul style="list-style-type: none"> <li>k. February 15, 2026</li> </ul>
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**D. BENCHMARK SCHEDULE**

<b>ACTIVITY</b>	<b>COMPLETION DATE</b>
Task 1 Adaptation Feasibility	July 31, 2024
Task 2 Public Outreach and Engagement	December 31, 2024
Task 3 Socio-economic survey and fiscal impact analysis	July 31, 2024
Task 4 Adaptation Pathway Development	December 31, 2024
Task 5 Revised Hazard Policies	December 31, 2024
Task 6 Additional Policy area updates	May 1, 2025, 2025
Task 7 LCP Amendment	February 15, 2026

## **EXHIBIT A1**

### **DEFINITIONS**

1. The term “Agreement”; this Grant Agreement.
2. The term “Budget Act”; the annual enacted version of the Budget Bill which makes appropriations for the support of the government of the State of California.
3. The term “Chief Deputy Director”; the Chief Deputy Director of the Commission.
4. The terms “Commission” or “Coastal Commission” and the acronym “CCC” all refer to the California Coastal Commission.
5. The term “Executive Director”; the Executive Director of the Commission.
6. The term “Grant” or “Grant Funds”; in the case of LCP grants, the money provided by the California Climate Investments program or, in the case of Public Education grants, sales and renewals of the WHALE TAIL<sup>®</sup> Specialty License Plate, or California’s Voluntary Tax Check-Off Program, 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 Carmel-by-the-Sea</i>	<b>CCC Grant Total</b>	<b>Match/Other Funds</b>	<b>Total (LCP Grant Funds + Match/Other Funds)</b>
<b>LABOR COSTS<sup>1</sup></b>			
<b>County/City Staff Labor</b>			
Task 0 – <i>Project Management</i>	\$50,000	\$175,000 (Phase I)	\$225,000
<b>Total Labor Costs</b>	<b>\$50,000</b>	<b>\$175,000</b>	<b>\$225,000</b>
<b>DIRECT COSTS</b>			
<b>County/City Staff Project Supplies</b>			
N/A	N/A		
<b>County/City Staff Travel in State<sup>2</sup></b>			
N/A			
<b>Consultants<sup>3</sup>/Partners</b>			
Task 0 – Project Management	\$68,745		\$68,745
Task 1 – Adaptation Feasibility	\$27,260		\$27,260
Task 2 – Public Outreach and Engagement	\$62,320		\$62,320
Task 3 – Socio-Economic Analyses	\$63,850		\$63,850
Task 4 – Adaptation Pathway Development	\$87,180		\$87,180
Task 5 – Revised Hazard Policies	\$50,240		\$50,240
Task 6 – Additional Potential Policy Area Updates	\$35,740		\$35,740
Task 7 – LCP Amendment	\$54,665		\$54,665
<b>Consultants Total</b>	<b>\$450,000</b>		<b>\$450,000</b>
<b>Total Direct Costs</b>	<b>\$450,000</b>		<b>\$450,000</b>
<b>OVERHEAD/INDIRECT COSTS<sup>4</sup></b>			

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

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

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

<sup>4</sup> Indirect costs include, for example, a pro rata share of rent, utilities, and salaries for certain positions indirectly supporting the proposed project but not directly staffing it. Amount requested for indirect costs should be capped at 10% of amount requested for “Total Labor.”

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<i>City of Carmel-by-the-Sea</i>	<i>CCC Grant Total</i>	<i>Match/Other Funds</i>	<i>Total (LCP Grant Funds + Match/Other Funds)</i>
<b>Total County/City Staff Overhead/Indirect Costs</b>	NA		
<b>TOTAL PROJECT COST</b>	<b>\$500,000</b>	<b>\$175,000</b>	<b>\$675,000</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 (preferred method) to your LCP grant coordinator or mailed in triplicate to:

Email Information:

Carey.batha@coastal.ca.gov and  
Jasmine.han@coastal.ca.gov

Mailing Information:

California Coastal Commission  
Attn: Carey Batha and Jasmine Han  
Statewide Planning Division  
455 Market Street, 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.

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8. The total amount of all other funds, including matching funds, under the Grantee Matching Funds section of the RFF.
  - D. Attached to the RFF form, the Grantee shall submit a supporting progress report summarizing the work that was completed during the invoice period and the 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**



**EXHIBIT B1**

- 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 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.