

**EXHIBIT A****SCOPE OF WORK**  
**(Local Coastal Programs)**

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>	<b>Grantee:</b>
California Coastal Commission	City of Redondo Beach
Name: Kelsey Ducklow ("Grant Manager")	Name: Mike Witzansky, City Manager
Address: 455 Market St. Suite 200, Room 228 San Francisco, CA 94105	Address: 415 Diamond St, Redondo Beach, CA 90277
Phone: (415) 904-2335	Phone: (310) 697-3000
Email: <a href="mailto:kelsey.ducklow@coastal.ca.gov">kelsey.ducklow@coastal.ca.gov</a>	Email: <a href="mailto:mike.witzansky@redondo.org">mike.witzansky@redondo.org</a>

3. Primary project contact:

<b>State Agency:</b>	<b>Grantee:</b>
California Coastal Commission	City of Redondo Beach
Section/Unit:	Section/Unit:
Name: Brandon Quintana, Coastal Program Analyst	Name: Dave Charobee, Senior Management Analyst
Address: 301 E Ocean Blvd, Suite 300 Long Beach, CA 90802	Address: 415 Diamond St, Redondo Beach, CA 90277
Phone: (562) 395-9455	Phone: (310) 697-3047
Email: <a href="mailto:brandon.quintana@coastal.ca.gov">brandon.quintana@coastal.ca.gov</a>	Email: <a href="mailto:dave.charobee@redondo.org">dave.charobee@redondo.org</a>

## EXHIBIT A

### SCOPE OF WORK

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

**Name of Project:** Redondo Beach LCP Grant

**Funding Source:** General Fund

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

**Federal Tax ID#:** 95-6000767

**Budget Summary:**

CCC funding:	\$500,000
<u>Other funding:</u>	<u>\$0</u>
Total project cost:	\$500,000

**Term of Project:** 09/01/2025 (or grant agreement execution date) – 12/31/2027

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**A. PROJECT DESCRIPTION**

Pursuant to the authority of the California Coastal Act and under the Coastal Commission's Local Coastal Program (LCP) grant program, the City of Redondo Beach is applying for a \$500,000 grant to update and amend its LCP including the Land Use Plan (LUP) and Implementation Plan (IP). Redondo Beach is home to King Harbor, a valuable local and regional asset providing commercial and recreational waterfront space. The City's LCP was originally adopted in 1980, and in July 2019, in response to Assembly Bill 691, the City prepared a Sea Level Rise Vulnerability Assessment (SLRVA) of King Harbor for 2030, 2050, and 2100.

This grant will allow the City to hire a qualified contractor to assist with an LCP clean-up effort to update the existing document. The SLRVA will be updated to reflect the State's 2024 guidance and also incorporate the entire City's coastal zone, ideally via synthesis of existing County info rather than by relying on new modelling. The 2019 SLRVA assessment included impact-area mapping, estimated economic costs, infrastructure impacts, and other potential technical studies and adaptation strategies with associated costs primarily related to King Harbor. The City desires to amend its effectively certified LCP to increase harbor resiliency, address the effects of climate change and sea-level rise, and ensure consistency with current state guidance for the entire coastal zone. This includes identifying data needs that are necessary to address in future efforts, including SLR adaptation planning, SB 272 compliance,

## EXHIBIT A

etc. This effort will include meaningful public participation and close coordination with California Coastal Commission (CCC) staff throughout the process.

This grant will support relevant technical studies to inform LCP updates, a draft and final LCP update that focuses on climate change, SLRVA adaptation, and coastal resiliency planning, and comprehensive document reorganization for improved accessibility. The reorganization could include consolidating all LCP policies, amendments, and technical appendices into a logical thematic structure, refining the table of contents for ease of navigation, standardizing formatting and terminology, and incorporating cross-references and indexing to facilitate quick access to key sections. In 2021, the Harbor Commission directed staff to develop the Climate Resiliency Master Plan and seek funding options. The updated LCP will form the foundation of that Plan and guide future implementation. Once amended, the LCP will be submitted to City Council and the CCC for approval and certification.

City staff will establish a close and collaborative partnership with the staff of the California Coastal Commission (CCC), and engage in regular meetings and communications throughout the process. Additionally, the City staff will prepare meeting agendas and notes as needed. Staff will handle invoicing and reporting tasks, adhering to the grant specifications. Following the award of the grant, staff will initiate a kick-off meeting to identify the project scope. Staff will navigate the process to procure the services of a qualified consultant with experience in LCP and Sea Level Rise studies to conduct this work.

Once the City has entered an agreement with a qualified consultant, staff will coordinate with CCC staff on the progress made in updating the LCP and public outreach efforts that will be ongoing throughout the process. Once the review is complete, staff and the consultant will review the previous Sea Level Rise vulnerability study and identify necessary updates to the LCP including vulnerability assessments and any other necessary technical studies in full coordination with CCC. The consultant will also reorganize the existing document into a format that is more readable, organized, and easier to navigate. The revised LCP will go through a process of development, public feedback, revisions, and then formal submittal for approval and adoption/implementation. This process is expected to take approximately 2 years, and staff will remain in regular communication with CCC throughout the process.

### **B. TASKS**

#### **Task 1: Grant Award, Consultant Procurement & Project Management**

City staff will establish a close and collaborative partnership with California Coastal Commission (CCC) staff, and engage in regular meetings and communications throughout the process. Additionally, City staff will prepare meeting agendas and notes as needed. Staff will handle invoicing and reporting tasks, adhering to the grant specifications. Following the award of the grant, staff will initiate a kick-off meeting to identify the project scope, and will

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navigate the process to procure the services of a qualified consultant with experience in LCP and Sea Level Rise studies to conduct this work.

Subtasks:

- 1.1 Receive and execute the grant award. Define project scope, success and responsibilities.
- 1.2 Identify what is required to update the LCP, coordinating with internal and external stakeholders.
- 1.3 Draft an RFP/RFQ for consultant services with expertise in LCP amendments
- 1.4 Award consultant agreement, finalize consultant scope of work, and secure Council approval for the consultant contract.
- 1.5 Convene a kickoff meeting with City staff, the consultant, and CCC staff.

Deliverables:

- a. Kick-off meeting agenda and meeting notes
- b. RFP/RFQ Final Scope of Consultant Agreement/contract
- c. Ongoing project management (invoicing, reporting, etc.)

### **Task 2: Review Existing Documentation**

It has been identified by the City and other stakeholders that the City's existing LCP requires a cleanup to improve comprehension and consistency that will help facilitate future projects that will expand access to the waterfront as part of the City's Amenities Plan. Once the City has entered an agreement with a qualified consultant, City staff will coordinate with the Consultant and CCC staff regarding necessary updates to the LCP. Staff and the consultant will also review the previous Sea Level Rise vulnerability study and identify necessary updates to the vulnerability assessment and any other necessary technical studies in full coordination with CCC.

Subtasks:

- 2.1 Gather and review the existing LCP, and all related amendments.
- 2.2 Review the 2019 Sea Level Rise Vulnerability Assessment for King Harbor.
- 2.3 Identify policy, organizational, and content gaps needing updates for the Vulnerability Assessment (and related technical studies) and in the LCP, including updated Land Use Maps and Zoning Maps.
- 2.4 Catalog current and future harbor projects impacted by Sea Level Rise.

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Deliverables:

- a. List/memo of content gaps and other necessary LCP and vulnerability assessment/technical study updates

### **Task 3: Data Collection, Analysis & Policy Development**

The consultant and City will develop an update to the 2019 Sea Level Rise Vulnerability Assessment to reflect the 2024 updates to the OPC and CCC sea level rise guidance. The updated SLRVA will also be extended to incorporate the rest of the City's shoreline (beyond just the harbor), ideally by synthesizing existing information. The update will also identify necessary next steps for SB 272 consistency (e.g., any data/technical gaps, needs for detailed adaptation planning). The City/Consultant will also coordinate with Coastal Commission staff, allowing a 6-week review of the draft update prior to finalization.

Subtasks:

- 3.1 Draft updated SLRVA.
- 3.2 Coordinate with CCC staff on draft updated SLRVA.
- 3.3 Revise/finalize updated SLRVA.

Deliverables:

- a. Draft updated SLRVA
- b. Final updated SLRVA

### **Task 4: Draft LCP, Public Outreach, & Stakeholder Engagement**

The consultant, in coordination with the City and CCC staff will develop LCP updates to better address resiliency and to form the foundation of the Climate Resiliency Master Plan and guide future implementation. The consultant will also reorganize the existing LCP into a format that is more readable, organized, and easier to navigate. The revised LCP will go through a process of development, public feedback, revisions, and then formal submittal for approval and adoption/implementation. This process is expected to take approximately 2 years, and staff will remain in regular communication with CCC throughout the process. The City may coordinate with the CCC to arrange a phased approach where some sections of the LCP, including King Harbor, may be prioritized to facilitate upcoming development in the Harbor, with other LUP components being delivered in later phases of the project

Subtasks:

- 4.1 Collaborate with consultant to draft updated LUP and IP.
- 4.2 Prepare administrative draft of LUP/IP sections for CCC staff review. (LCP sections may be prepared, reviewed, revised etc. on an iterative/phased basis).

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- 4.3 Prepared revised LUP/IP drafts for public outreach.
- 4.4 Public outreach including meetings with the Harbor Commission and/or City Council to ensure consistency with City's revitalization efforts as outlined in the Public Amenities Plan and other long-term goals.
- 4.5 Collect and incorporate feedback into updated LCP policies and document organization.
- 4.6 Revised draft of the LCP based on feedback received during community engagement and technical review process and planned/prioritized amenities.

### Deliverables:

- a. Administrative Draft LCP Sections for CCC staff review
- b. Public Review Draft LCRA
- c. Public Outreach Meeting Materials and Documentation (including Harbor Commission and City Council staff reports as applicable)
- d. Public Review Draft LCRA

## **Task 5: Local Adoption and LCP Submittal**

Following CCC staff review and public outreach, the LCP update will be revised and prepared for local adoption hearings. Once locally-approved, the LCP will be submitted to the Coastal Commission for certification.

### Subtasks:

- 5.1 Revise and finalize the LCP based on public and agency input.
- 5.2 Take LCP update to City Council for local adoption.
- 5.3 Submit the amended LCP to CCC for certification.

### Deliverables:

- a. Final draft LCRA for local adoption hearings
- b. LCRA Submittal (City Council-approved LCRA, Ordinance and Resolution, meeting minutes, and public comments)

**EXHIBIT A****C. SCHEDULE**

<b>Task 1. Grant Award, Consultant Procurement &amp; Project Management</b>	<b>September 1, 2025 – February 1, 2026</b>
1.1 Receive and Execute Grant Award. Define project scope and responsibilities.	September 1, 2025 / September 30, 2025
1.2 Identify what is required to update the LCP and LUP, coordinating with internal and external stakeholders.	October 1, 2025 / October 15, 2025
1.3 Draft an RFP/RFQ for consultant services with expertise in climate resiliency planning, LCP and LUP policy development, and document reorganization.	October 15, 2025 / December 15, 2025
1.4 Award agreement, finalize scope of work, and secure Council approval for the consultant contract.	December 15, 2025 / January 15, 2026
1.5 Convene a kickoff meeting with City staff, the consultant, and CCC staff on project management, reporting, etc.	January 15, 2026 / February 1, 2026
<b>Outcome/Deliverables:</b> <ul style="list-style-type: none"> <li>a. Ongoing project management (invoices, reporting, etc.)</li> <li>b. Consultant agreement/RFP</li> <li>c. Kick-off meeting agenda and meeting notes</li> </ul>	<ul style="list-style-type: none"> <li>a. Ongoing until project conclusion</li> <li>b. RFP/RFQ agreement scope provided to CCC for feedback by December 15, 2025</li> <li>c. Meeting notes to CCC by February 1, 2026</li> </ul>
<b>Task 2. Review Existing Documentation</b>	<b>February 1, 2026 – June 30, 2026</b>
2.1 Gather and review the existing LCP, and all related amendments.	February 1, 2026 / March 31, 2026
2.2 Review and update the 2019 Sea Level Rise Vulnerability Assessment for King Harbor.	April 1, 2026 / May 30, 2026
2.3 Identify policy, organizational, and content gaps needing updates.	June 1, 2026 / June 30, 2026
<b>Outcome/Deliverables:</b> <ul style="list-style-type: none"> <li>a. List of LCP content gaps needing updating</li> </ul>	<ul style="list-style-type: none"> <li>a. List of LCP content updates to CCC June 30, 2026</li> </ul>
<b>Task 3. Data Collection, Analysis &amp; Policy Development</b>	<b>August 1, 2026 – October 31, 2026</b>
3.1 Draft update SLRVA to 2024 State requirements.	August 1, 2026 / August 30, 2026

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3.2 Coordinate with CCC staff on draft updated SLRVA	September 1, 2026 / September 30, 2026
3.3 Revise/finalize updated SLRVA	October 1, 2026 / October 31, 2026
<b>Outcome / Deliverables</b> a. Draft Updated SLRVA b. Final updated SLRVA	a. Draft SLRVA submitted to CCC October 1, 2026 CCC review complete October 31, 2026 b. Final SLRVA submitted to CCC November 31
<b>Task 4. Draft LCP, Public Outreach, &amp; Stakeholder Engagement</b>	<b>December 1, 2026 – September 30, 2027</b>
4.1 Collaborate with consultant to draft updated LUP and IP	December 1, 2026 / January 31, 2027
4.2 Prepare administrative draft of LUP/IP sections for CCC staff review	February 1, 2027 / March 31, 2027
4.3 Prepare revised LUP/IP draft for public outreach	April 1, 2027 / May 1, 2027
4.4 Public outreach including meetings with the Harbor Commission and/or City Council to ensure consistency with City's revitalization efforts as outlined in the Public Amenities Plan and other related long term goals	May 1, 2027 / July 31, 2027
4.5 Collect and incorporate feedback into updated LCP policies and document organization	August 1, 2027 / August 30, 2027
4.6 Revised draft of the LCP based on feedback	September 1, 2027 / September 30, 2027
<b>Outcome / Deliverables</b> a. Administrative Draft LCP Sections for CCC staff review b. Public Review Draft LCRA c. Public Outreach Meeting Materials and Documentation (including Harbor Commission and City Council staff reports as applicable)	a. Draft LCP submitted to CCC February 28, 2027 CCC review complete March 31 , 2027 b. Submitted to CCC May 1, 2027 c. Public outreach meeting materials to CCC for review June 30 , 2027
<b>Task 5. Local Adoption and LCP Submittal</b>	<b>November 1, 2027 – December 31, 2027</b>
5.1 Revise and finalize the LCP based on public and agency input.	November 1, 2027 / November 30 2027
5.2 Submit the amended LCP to City	December 1, 2027 / December 31, 2027

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Council for local adoption	
5.3 Submit the amended LCP to CCC for certification	December 1, 2027 / December 31, 2027
5.4 Conduct final project review and complete financial and closeout reporting.	December 1, 2027 / December 31, 2027
<b>Outcome / Deliverables</b>	<ul style="list-style-type: none"> <li>a. Final draft LCRA for local adoption hearings</li> <li>b. LCRA Submittal (City Council-approved LCRA, Ordinance and Resolution, meeting minutes, and public comments)</li> </ul> <ul style="list-style-type: none"> <li>a. Final draft LCRA submitted to CCC December 1, 2027 CCC review complete December 31, 2027</li> <li>b. LCRA submittal for approval from City Council December 31, 2027</li> </ul>

**D. BENCHMARK SCHEDULE**

ACTIVITY	COMPLETION DATE
Final Consultant Agreement	December 2025
Final Updated SLRVA	November 2026
Administrative Draft of LUP Updates	March 2027
Revised LCP Draft for local adoption	November 2027
Submittal of locally-adopted LCP	December 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 "Deputy Executive Director"; the Deputy Executive 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.

**EXHIBIT A1**

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**  
**(Local Coastal Programs)**

<i>Jurisdiction Name</i>	<i>CCC Grant Total</i>	<i>Match/Other Funds</i>	<i>Total (LCP Grant Funds + Match/Other Funds)</i>
<b>LABOR COSTS<sup>1</sup></b>			
<b>County/City Staff Labor</b>			
<b>Task 1 – Grant Award, Consultant Procurement &amp; Project Management</b>	\$25,000		<b>\$25,000</b>
<b>Task 2 – Review Existing Documentation</b>	\$15,000		<b>\$15,000</b>
<b>Task 3 – Data Collection, Analysis &amp; Policy Development</b>	\$15,000		<b>\$15,000</b>
<b>Task 4 – Draft LCP, Public Outreach, &amp; Stakeholder Engagement</b>	\$40,000		<b>\$40,000</b>
<b>Task 5 – Final Approval, Reporting and Closeout</b>	\$10,000		<b>\$10,000</b>
<b>Total Labor Costs</b>	<b>\$105,000</b>		<b>\$105,000</b>
<b>DIRECT COSTS</b>			
<b>County/City Staff Project Supplies</b>			
A			
B, etc.			
<b>Total</b>			
<b>County/City Staff Travel in State<sup>2</sup></b>			
Mileage			
Hotel, etc.			
<b>Total</b>			
<b>Consultants<sup>3</sup>/Partners</b>			
Consultant A			
<b>Task 1 – Grant Award, Consultant Procurement &amp; Project Management</b>			

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

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

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

## EXHIBIT B

<i>Jurisdiction Name</i>	<i>CCC Grant Total</i>	<i>Match/Other Funds</i>	<i>Total (LCP Grant Funds + Match/ Other Funds)</i>
<b>Task 2 – Review Existing Documentation</b>	\$160,000		<b>\$160,000</b>
<b>Task 3 – Data Collection, Analysis &amp; Policy Development</b>	\$75,000		<b>\$75,000</b>
<b>Task 4 – Draft LCP, Public Outreach, &amp; Stakeholder Engagement</b>	\$80,000		<b>\$80,000</b>
<b>Task 5 – Final Approval, Reporting and Closeout</b>	\$80,000		<b>\$80,000</b>
<b>Consultants Total</b>	<b>\$395,000</b>		<b>\$395,000</b>
<b>Total Direct Costs</b>	<b>\$395,000</b>		<b>\$395,000</b>
<b>OVERHEAD/INDIRECT COSTS<sup>4</sup></b>			
<b>Total County/City Staff Overhead/Indirect Costs</b>			
<b>TOTAL PROJECT COST</b>	<b>\$500,000</b>		<b>\$500,000</b>

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

**EXHIBIT B1**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**  
**(Local Coastal Programs)**

**1. Request for Funds**

- A. For performance of activities satisfactorily rendered during the term of this Agreement (as specified in EXHIBITS A and B), and upon receipt and approval of the Request for Funds Form described below (also referred to as the "RFF Form"), the Commission agrees to reimburse Grantee for actual expenditures incurred in accordance with the rates specified herein or attached hereto.
- B. Grantee shall submit each RFF form 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:

California Coastal Commission Attn: Jasmine Han, Associate Governmental Program Analyst 301 E Ocean Blvd, Suite 300 Long Beach, CA 90802	California Coastal Commission Attn: Brandon Quintana, Coastal Program Analyst 301 E Ocean Blvd, Suite 300 Long Beach, CA 90802
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- 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 or digital 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.

**EXHIBIT B1**

**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 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.