

CALIFORNIA COASTAL COMMISSION
STANDARD GRANT AGREEMENT
(Rev 11/2023)

STATE CONTROLLER'S OFFICE IDENTIFIER 3720-LCP2403	AGREEMENT NUMBER LCP-24-03
	FEDERAL ID NUMBER 95-6000807

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

STATE AGENCY'S NAME
California Coastal Commission

GRANTEE'S NAME
City of San Buenaventura
2. The term of this Agreement is: 10/15/2024 (or grant agreement execution date) Through 12/31/2027 (End Term Date)
3. The maximum amount of this Agreement is:

\$499,675.00
Four hundred Ninety-Nine Thousand Six Hundred Seventy-Five Dollars and Zero Cents
4. The parties agree to comply with the terms and conditions of the following EXHIBITS, which are by this reference made a part of the Agreement.

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

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

GRANTEE		California Coastal Commission Use Only <input checked="" type="checkbox"/> This agreement is exempt from approval by the Department of General Services per SCM Vol. 1 4.06 (see 58 Ops. Cal. Atty. Gen 586 and 63 Ops. Cal. Atty. Gen. 290).
GRANTEE'S NAME (if other than an individual, state whether a corporation, partnership, etc.) City of San Buenaventura		
BY (Authorized Signature)  Signed by: 	DATE SIGNED(Do not type) 12/05/2024	
PRINTED NAME AND TITLE OF PERSON SIGNING Rachel Dimond, Community Development Director		
ADDRESS 501 Poli Street Ventura, CA 93001		
STATE OF CALIFORNIA		
AGENCY NAME California Coastal Commission		
BY (Authorized Signature)  DocuSigned by: 	DATE SIGNED(Do not type) 12/07/2024	
PRINTED NAME AND TITLE OF PERSON SIGNING Madeline Cavalieri , Deputy Executive Director		
ADDRESS 455 Market Street, Suite 200, Room 228, San Francisco, CA 94105		

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:

State Agency: California Coastal Commission	Grantee: City of San Buenaventura
Name: Kelsey Ducklow, Grant Manager	Name: Rachel Dimond, Community Development Director
Address: 455 Market St. Suite 300 San Francisco, CA 94105	Address: 501 Poli Street Ventura, CA 93001
Phone: (415) 904-2335	Phone: (805) 677-3921
Email: kelsey.ducklow@coastal.ca.gov	Email: rdimond@cityofventura.ca.gov

3. Primary project contact:

State Agency: California Coastal Commission	Grantee City of San Buenaventura
Section/Unit: Statewide Planning Unit	Section/Unit:
Name: Karen Vu, Grant Coordinator	Name: Heather Bowling, Management Analyst II
Address: 455 Market St. Suite 300 San Francisco, CA 94105	Address: 501 Poli Street Ventura, CA 93001
Phone: (415) 904-5268	Phone: (805) 654-7754
Email: karen.vu@coastal.ca.gov	Email: hbowlng@cityofventura.ca.gov

EXHIBIT A**SCOPE OF WORK****Name of Local Government:** City of San Buenaventura**Name of Project:** City of Ventura Local Coastal Program Update**Funding Source:** General Fund**Specific Program:** Local Coastal Program Local Assistance Grant Program**Federal Tax ID#:** 95-6000807**Budget Summary:**

CCC funding:	\$499,675.00
<u>Other funding:</u>	<u>\$292,488.00</u>
Total project cost:	\$792,163.00

Term of Project: 10/15/2024 (or grant agreement execution date) to 12/31/2027

A. PROJECT DESCRIPTION

The City of Ventura (City)'s current Local Coastal Land Use Plan was created in 1984 and has not been updated. It is essential to update the LCP to account for the major physical and regulatory changes that have taken place in recent decades, including addressing climate change adaptation and regulating coastal development effectively.

The main goal of the LCP update is to evaluate the current land use development, coastal resources, public access, and infrastructural conditions in the City's coastal zone, including Environmentally Sensitive Habitat Areas (ESHA), vulnerability to coastal hazards, scenic views, and recreational opportunities. Additionally, the update of the City's LCP will consider the socio-economic factors such as environmental justice and community engagement. The project will utilize the latest scientific data outlined in the Ocean Protection Council State of California Sea Level Rise Guidelines 2024 and will incorporate an adaptive pathways approach to coastal management. This approach involves phased and responsive strategies based on specific triggers and thresholds that will be defined based on the projections of sea level rise. The result of this project will be a modernized LCP that enables the City to address the challenges posed by sea level rise, coastal erosion, land development, public access, and habitat and recreational resources conservation, fostering resilience and sustainability across all sectors of the City's coastal zone. This grant will fund updates to the LUP component of the City's LCP.

EXHIBIT A**B. TASKS****Task 1 Environmentally Sensitive Habitat Areas (ESHA) Mapping**

This task involves identifying and updating existing ESHA and biological communities information within the coastal zone of the City, as well as preparing maps and a technical memorandum with findings. The consultant will coordinate with CCC staff on establishing protocol for the following work effort to conduct site-visits, desktop analysis, and literature review, with a focus on vegetation communities, wildlife habitats, occurrences of special status species, areas of potentially suitable habitat for special status species, rivers and streams, marine, estuarine/brackish and freshwater habitats, wetland, riparian, and other areas that may be considered ESHA with the City's coastal zone.

Subtasks:

- 1.1** Development of administrative draft ESHA map with CCC review
- 1.2** Revisions and development of final ESHA map

Deliverables:

- a) Administrative draft ESHA map
- b) Final ESHA map

Task 2 Sea Level Rise and Coastal Hazards Technical Memorandum

This task will develop a gap analysis comparing former coastal hazard studies prepared for the Ventura region with more recent data such as the tsunami hazard maps for Ventura County and best available science on sea level rise and coastal impacts (e.g., flooding and erosion). The consultant will use existing studies prepared by the County of Ventura (VC Resilient Coastal Adaptation prepared in 2018 [Revell Coastal], and the Coastal Resilience Ventura Model prepared in 2012 [TNC and ESA] to identify gaps in these existing studies and will provide adjustments needed to bring the studies into alignment with the best available science (State of California Sea Level Rise Guidelines 2024) and updated maps. The findings and the maps will be presented in a technical memorandum that will inform the City's LUP.

The gap analysis will:

- a) Identify and use best available science;
- b) Identify and address gaps in the previous vulnerability studies;
- c) Incorporate EJ Considerations; and
- d) Develop SLR policy recommendations based on findings of the gap analysis.

Subtasks:

- 2.1** Development of administrative draft Sea Level Rise and Coastal Hazards Technical Memo Identifying Gaps and administrative draft maps with CCC review
- 2.2** Revisions and final Technical Memo and maps

EXHIBIT A

Deliverables:

- a) Administrative draft Sea Level Rise and Coastal Hazards Technical Memo and updated maps
- b) Final Sea Level Rise and Coastal Hazards Technical Memo and updated maps

Task 3 Beach Management and Adaptation Plan

This task will focus on preparation of a Beach Management and Adaptation Plan that discusses potential adaptation strategies for the City's coastline. The plan will identify priority areas within the City to receive adaptation action, and strategies to preserve natural and recreational resources as well as cultural and scenic resources. In addition, the plan will include a phased adaptation approach (Adaptation Pathways) that would be dictated by thresholds and triggers related to, for example, observed water levels, sea level rise, and frequency and intensity of coastal storms. Implementing Adaptation Pathways would allow the City to phase short- and long-term adaptation strategies over time to build resilience in the face of uncertainty. This approach will also facilitate cost-effective near-term implementation while planning for future needs that will be triggered by predetermined thresholds or tipping points. This plan will be consistent with the updated LUP, the City's capital improvement plan, and supported by Interested Parties such as California State Parks, homeowners, and historically marginalized communities.

The Beach Management and Adaptation Plan will include:

- a) Short and long-term goals for the City's coastline;
- b) Management actions and policies necessary for reaching those goals;
- c) Triggers and thresholds to inform the Adaptation Pathways approach;
- d) Clear and realistic timelines and benchmarks for different phases;
- e) Identification of the most vulnerable infrastructures and assets for prioritization;
- f) Identification of natural resources to enhance and protect;
- g) Guidelines for best management practices for the plan;
- h) An implementable monitoring program that will be necessary to ensure the effectiveness and success of the plan; and
- i) A framework with an adaptation strategies menu for different areas of the City's coastline that will inform the Adaptation Pathways and guide the next steps when tipping points are triggered.

Subtasks:

3.1 Development of administrative draft Beach Management and Adaptation Plan with CCC review

3.2 Revisions and development of public review draft Beach Management and Adaptation Plan

3.3 Final Beach Management and Adaptation Plan

EXHIBIT A*Deliverables:*

- a) Administrative Draft
- b) Public Review draft
- c) Final Beach Management and Adaptation Plan

Task 4 Public Engagement and Engagement Strategy

This task begins with a compilation of input from user groups that were engaged in the General Plan process and identifies any remaining outreach gaps in potential interested parties. An Engagement Strategy will be prepared that includes engagement objectives for outreach with EJ communities, project phasing, and reporting protocols. Following the completion of the public engagement outlined below, the consultant will prepare an Engagement Summary and best practices to inform future public engagement strategies for the City.

Subtasks:

4.1 Summarize Public Input From General Plan Process: This subtask summarizes the public input that was captured as part of the General Plan engagement process into a summary document that can be used to inform the engagement strategy for the LUP update.

4.2 Community Engagement: This subtask will include the facilitation of four in person workshops and two pop-up event sessions at community events and community centers. A “walkshop” where attendees are guided on a tour of a particular area may also be substituted for one or more of these proposed events. This task also includes the development of the supporting materials (poster boards, handouts, presentations, etc.) for these events as well as notification materials (flyers, social media blurbs, etc.)

4.3 Focus Group Meetings: This subtask includes up to ten interested parties focus group meetings, attendance at special interest meetings, and tribal engagement meetings.

4.4 Mini-Grant Program for EJ Groups: This subtask will focus on engagement with EJ and CBO groups, including providing a stipend of up to \$20,000 to support EJ CBO groups / leaders in engagement events with the City.

4.5 Digital Engagement: This subtask includes the expansion of the City’s existing (but not yet live) Vulnerability and Adaptation Dashboard to include a series of webpages dedicated to the LCP Update for soliciting input, disseminating LCP background information and technical analyses, and notifying the community on upcoming events. It also includes the development of four mini surveys focused on LCP topics to inform policy development.

4.6 Virtual Reality Engagement: For this subtask, the consultant will team with Virtual Planet Technologies to support community engagement activities by developing a virtual reality

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story-telling scenario around climate change impacts along the coast. This will include the development of virtual reality scenarios and use of virtual reality headsets.

4.7 Engagement Summary and Next Steps: This subtask will include the compilation of all engagement activities and summary of input by the community. It will also include an evaluation of engagement objectives and how they were met, particularly the project team's ability to engage with EJ communities. And lastly, it will contain recommendations for engagement as part of the LCP implementation and future updates.

Deliverables:

- a) Engagement Strategy
- b) Engagement Summary

Task 5 LUP Update

This task includes preparation of a comprehensive LUP update. The update will incorporate the previously described ESHA map, Sea Level Rise and Coastal Hazards Technical Memorandum, and the Beach Management and Adaptation Plan.

Subtasks:

5.1 Preliminary Policies and Programs Memorandum Addendum: This subtask will provide the City with a memorandum describing the proposed coastal policies and programs, highlighting the ones that may be controversial and require more in-depth discussions with the community and decision-makers. This subtask will closely adhere to the guidance provided by the CCC Policy Guidance regarding updating LUPs and policies regarding sea level rise, residential adaptation, and environmental justice. The memorandum will also include policies that have been developed in other jurisdictions and approved by the CCC that would be applicable to the City. The consultant will prepare recommended policies and programs for each of the following topics. Topics not already included in the existing contract are indicated as *New below:

- a) Location and planning of new development
- b) Coastal-Dependent and related development *New
- c) Coastal hazards near shoreline/beaches
- d) Public access and recreation
- e) Mobility *New
- f) ESHA habitats
- g) Water quality
- h) Critical facilities and infrastructure*New
- i) Historic and cultural resources*New
- j) Archeological & paleontological resource
- k) Scenic and aesthetic resources
- l) Ventura harbor

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m) Environmental justice*New

5.2 Development of Administrative draft LUP: To aid in CCC review, the consultant will prepare a memorandum describing substantive changes from the existing 1984 LUP to the updated LUP. This memorandum will aid in CCC’s review of the LUP and provide a brief discussion on the reasoning for the major changes.

5.3 Development of Public LUP Draft: Following review of the administrative draft LUP, a revised draft will be prepared for public review.

5.4 Planning Commission/City Council Public Hearings of Final LUP with Recommendation for CCC Certification. This subtask assumes four public hearings, two Planning Commission and 2 City Council hearings.

5.5 Submittal to Coastal Commission for Certification

Deliverables:

- a) Preliminary Policies and Programs Memorandum Addendum
- b) Administrative draft LUP
- c) Public review draft LUP
- d) Final LUP

Task 6 Project Management and Coordination

This task will include coordinating with City staff, preparing invoices with status reports documenting progress, attending kick-off meetings, providing agendas and meeting notes, and meeting with the CCC. This task includes bi-weekly calls with the City over approximately twenty-eight months and weekly internal calls with the consultant. This task also includes participation in monthly calls with CCC staff over twenty- four months. Lastly, this task will include the development and transfer of monthly invoices and progress reports to the City, and various project management tasks related to production of documents and meeting materials.

C. SCHEDULE

Project start/end dates: 10/15/2024 (or grant agreement execution date) - 12/31/2027

Task 1. Environmentally Sensitive Habitat Areas (ESHA) Mapping	10/15/2024 – 8/31/2025
1.1 Development of administrative draft ESHA map with 4-week CCC review	10/15/2024 – 7/1/2025
1.2 Revisions and development of final ESHA map	7/2/2025- 8/31/2025
Deliverables: a. Administrative draft ESHA map	a. 6/1/2025 b. 8/31/2025

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b. Final ESHA map	
Task 2. Sea Level Rise and Coastal Hazards Technical Memorandum	10/15/2024 – 8/31/2025
2.1 Development of admin draft Sea Level Rise and Coastal Hazards Technical Memo Identifying Gaps and administrative draft maps with 4-week CCC review	10/15/2024 – 6/1/2025
2.2 Revisions and final Technical Memo and maps	6/2/2025 – 8/31/2025
Deliverables: a. Administrative Draft Sea Level Rise and Coastal Hazards Technical Memo and updated maps b. Final Sea Level Rise and Coastal Hazards Technical Memo and updated maps	a. 5/1/2025 b. 8/31/2025
Task 3. Beach Management and Adaptation Plan	1/1/2025 – 11/30/2025
3.1 Development of administrative draft Beach Management and Adaptation Plan with 4-week CCC review	1/1/2025 – 7/31/2025
3.2 Revisions and development of public review draft Beach Management and Adaptation Plan	8/1/2025 – 10/1/2025
3.3 Final Beach Management and Adaptation Plan	11/30/2025
Deliverables: a. Administrative Draft b. Public Review Draft c. Final Beach Management and Adaptation Plan	a. 6/30/2025 b. 9/1/2025 c. 11/30/2025
Task 4. Public Engagement and Engagement Strategy	1/1/2025 – 9/30/2026
4.1 Summarize public input from General Plan process	1/1/2025 – 3/1/2025
4.2 Community Engagement	7/1/2025 – 3/1/2026
4.3 Focus Group Meetings	7/1/2025 – 3/1/2026
4.4 Mini-grant program for EJ Groups	7/1/2025 – 3/1/2026
4.5 Digital Engagement	7/1/2025 – 3/1/2026

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4.6 Virtual Reality Engagement	7/1/2025 – 3/1/2026
Deliverables: a. Engagement Strategy and Engagement Summary	a. 5/1/2026
Task 5. LUP Update	6/1/2025 – 12/31/2027
5.1 Preliminary Policies and Programs Memorandum Addendum	6/1/2025 – 11/30/2025
5.2 Development of Administrative draft LUP with 4-week CCC review	11/1/2025 – 4/30/2026
5.3 Development of Public LUP Draft	5/1/2026 – 9/30/2026
5.4 Planning Commission / City Council Public Hearings of Final LUP	1/1/2027 – 3/31/2027
5.5 Submittal to Coastal Commission for Certification	5/1/2027 – 12/31/2027
Deliverables: a. Preliminary Policies and Programs Memorandum Addendum b. Administrative draft LUP c. Public review draft LUP d. Final LUP	a. 11/30/2025 b. 3/31/2026 c. 9/30/2026 d. 5/1/2027
Task 6. Project Management and Coordination	Ongoing

D. BENCHMARK SCHEDULE

ACTIVITY	COMPLETION DATE
ESHA Map	8/31/2025
Sea Level Rise and Coastal Hazards Technical Memorandum	8/31/2025
Final Beach Management and Adaptation Plan	11/30/2025
Admin Draft LUP	4/30/2026
Public Draft LUP	9/30/2026
Final LUP CCC Certification	5/1/2027

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® 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 (LCP Grant Funds + Match/Other Funds)</i>
LABOR COSTS¹			
County/City Staff Labor			
Task 1 – Environmentally Sensitive Habitat Areas (ESHA) Mapping	\$0	\$8,424.00	\$8,424.00
Task 2 – Sea Level Rise and Coastal Hazards Technical Memorandum	\$0	\$10,109.00	\$10,109.00
Task 3 – Beach Management and Adaptation Plan	\$0	\$25,273.00	\$25,273.00
Task 4 – Public Engagement and Engagement Strategy	\$0	\$68,907.00	\$68,907.00
Task 5 – LUP Update	\$0	\$28,639.00	\$28,639.00
Task 6 - Project Management and Coordination	\$0	\$21,962.00	\$21,962.00
Total Labor Costs	\$0	\$163,314.00	\$163,314.00
DIRECT COSTS			
County/City Staff Project Supplies			
Direct Expenses (Community Engagement Materials)	\$15,000.00	\$5,054.00	\$20,054.00
Total	\$15,000.00	\$5,054.00	\$20,054.00
County/City Staff Travel in State²			
Mileage			
Hotel, etc.			
Total			
Consultants³/Partners			
Task 1 – Environmentally Sensitive Habitat Areas (ESHA) Mapping	\$25,000.00	\$0	\$25,000.00
Task 2 – Sea Level Rise and Coastal Hazards Vulnerability	\$30,000.00	\$0	\$30,000.00

¹ Amount requested should include total for salary and benefits.

² Travel reimbursement rates are the same as similarly situated state employees.

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

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<i>Jurisdiction Name</i>	<i>CCC Grant Total</i>	<i>Match/Other Funds</i>	<i>Total (LCP Grant Funds + Match/Other Funds)</i>
Assessment			
Task 3 – Beach Management and Adaptation Plan	\$75,000.00	\$0	\$75,000.00
Task 4 – Public Engagement and Engagement Strategy	\$204,500.00	\$0	\$204,500.00
Task 5 – LUP Update	\$85,000.00	\$124,120.00	\$209,120.00
Task 6 – Project Management and Coordination	\$65,175.00	\$0	\$65,175.00
Consultants Total	\$484,675.00	\$124,120.00	\$608,795.00
Total Direct Costs	\$499,675.00	\$129,174.00	\$628,849.00
OVERHEAD/INDIRECT COSTS⁴			
Total County/City Staff Overhead/Indirect Costs	\$0	\$0	\$0
TOTAL PROJECT COST	\$499,675.00	\$292,488.00	\$792,163.00

⁴ 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: Karen Vu Statewide Planning Division 455 Market Street, Suite 300 San Francisco, CA 94105	California Coastal Commission Attn: Jasmine Han Statewide Planning Division 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.

2. **Budget Contingency Clause**

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

EXHIBIT B1

funds for the Grant Program, this Agreement shall be of no further force and effect, and the Commission shall have no liability to pay any funds whatsoever to Grantee or to furnish any other consideration under this Agreement and Grantee shall not be obligated to continue performance under the provisions of this Agreement.

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Grant Program, the Commission shall have the option at its sole discretion to either cancel this Agreement with no liability accruing to the Commission or enter into an agreement amendment with Grantee to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made no later than 45 days following receipt of properly submitted, undisputed invoices except as otherwise set forth in, and in each case in accordance with, the California Prompt Payment Act, Government Code section 927, et seq.