CALIFORNIA COASTAL COMMISSION STANDARD GRANT AGREEMENT

| . | ANDAND CITAITI ACKELIILI | • • | | | | |
|----------|--|----------------|-------------------|----------------|-----------------------|----------------|
| (Re | ev 02/2024) | | | | AGREEMENT NUMBER | |
| | | | | | LCP-24-06 | |
| ST | ATE CONTROLLER'S OFFICE IDENTIFIER | | | | FEDERAL ID NUMBER | |
| 372 | 20-LCP2406 | | | | 94-6000524 | |
| 1. | This Agreement is entered into be | etween the St | ate Agency and | he Grantee na | med below: | |
| | STATE AGENCY'S NAME | | | | | |
| | California Coastal Commission | n | | | | |
| | GRANTEE'S NAME | | | | | |
| | Monterey County | | | | | |
| 2. | The term of this | | | | | |
| | Agreement is: 04/24/2025 | Through | 12/30/2027 | (End Term | Date) | |
| | (or date of grant execution) | | | | | |
| | | | _ | | | _ |
| 3. | | \$938,960.00 | | 1.512 | | 17 0 1 |
| | of this Agreement is: | | | | lundred Sixty Dollars | |
| 4. | The parties agree to comply with the made a part of the Agreement. | he terms and | conditions of the | following EXHI | BITS, which are by | this reference |
| | EXHIBIT A - Scope of Work | | | | | 11 pages |
| | EXHIBIT A1- Defin | itions | | | | 2 pages |
| | EXHIBIT B – Budget | | | | | 2 pages |
| | EXHIBIT B1 – Bud | dget Detail an | d Payment Provi | sions | | 3 pages |
| | EXHIBIT C – General Terms a | and Conditions | S | | | 4 pages |
| | EXHIBIT D – Special Terms a | nd Conditions | ; | | | 4 pages |
| | Check mark one item below a | s EXHIBIT D | Attachment: | | | |
| | EXHIBIT D1 – Local C | _ | | onditions | | 9 pages |
| | EXHIBIT D2 – WHALE | | | | | |
| | EXHIBIT E – Grantee Certifica | | • | 019) | | 4 pages |
| | EXHIBIT F – Amendment Template (Informal) 1 page | | | | | |
| | | | | | | |

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

| GRANTE | California Coastal Commission Use Only | | | | |
|--|--|---|--|--|--|
| GRANTEE'S NAME (if other than an individual, state whether a | 7_ | | | | |
| Monterey County | 04/30/2025 | This agreement is exempt from approval by the Department of General | | | |
| BY (Authorized Signature)signed by: | Signed by: DATE SIGNED (Do not type) | Services per SCM Vol. 1 4.06 (see 58 Ops. | | | |
| « Craig Spencer | Wendy Strim 193/30/2025 | Cal. Atty. Gen 586 and 63 Ops. Cal. Atty. Gen. 290). | | | |
| PRINTED NAME AND TITLE OP PERSON SPIGNING | Approved as to form: County Counsel | | | | |
| Craig Spencer, HCD Director | Wendy Strimling, Deputy County Counsel | | | | |
| ADDRESS | | | | | |
| 1141 Schilling Place, South 2nd Floor, S | 1141 Schilling Place, South 2nd Floor, Salinas, CA 93901 | | | | |
| STATE OF CAL | | | | | |
| AGENCY NAME | | | | | |
| California Coastal Commission | | | | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | | | | |
| Madeline Cavalieri | | | | | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | | | | |
| Madeline Cavalieri, Deputy Executive D | | | | | |
| ADDRESS | | | | | |
| 455 Market Street, Suite 200, Room 228 | | | | | |

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: | Grantee: |
|--------------------------------------|--|
| California Coastal Commission | Monterey County |
| Name: Kelsey Ducklow | Name: |
| ("Grant Manager") | Craig Spencer ("HCD Director") |
| Address: | Address: |
| 455 Market St. Suite 200, Room 228 | 1441 Schilling Place, South 2 nd Floor, |
| San Francisco, CA 94105 | Salinas, CA 93901 |
| Phone: (415) 904-2335 | Phone: (831) 755-5233 |
| Email: kelsey.ducklow@coastal.ca.gov | Email: SpencerC@countyofmonterey.gov |

3. Primary project contact:

| State Agency: | Grantee: |
|-----------------------------------|--|
| California Coastal Commission | Monterey County |
| Section/Unit: | Section/Unit: Housing and Community |
| Statewide Planning | Development Department |
| Name: Carey Batha | Name: |
| ("Grant Coordinator") | Philip Angelo ("Senior Planner") |
| Address: | Address: |
| 455 Market St. Suite 300 | 1441 Schilling Place, South 2nd Floor, |
| San Francisco, CA 94105 | Salinas, CA 93901 |
| Phone: (415) 687-9929 | Phone: (831) 784-5731 |
| Email: carey.batha@coastal.ca.gov | Email: AngeloP@countyofmonterey.gov |

SCOPE OF WORK

Name of Local Government: Monterey County

Name of Project: Moss Landing Community Plan Update

Funding Source: General Fund

Specific Program: Local Coastal Program Local Assistance Grant Program

Federal Tax ID#: 94-6000524

Budget Summary:

CCC funding: \$938,960.00

Other funding:

Total project cost: \$938,960.00

Term of Project: 04/24/2025 (or date of grant agreement execution) – 12/30/2027

A. PROJECT DESCRIPTION

The County of Monterey (County) has been working for several years on a comprehensive update to the Moss Landing Community Plan, Chapter 5 of the North County Land Use Plan in the County's Local Coastal Program (LCP). As part of this effort, in June 2017 a Coastal Climate Change Vulnerability report was prepared by Central Coast Wetlands Group. They also prepared a subsequent Sea Level Rise Vulnerability and Adaptation Strategy report for the Moss Landing Harbor District in June 2019. The project for this grant would be a two phased LCP amendment to address sea level rise and coastal hazards in the Moss Landing Community Plan area utilizing these vulnerability analyses and the latest guidance from the Ocean Protection Council and Coastal Commission. The first phase would be processed concurrently with the comprehensive update to the Moss Landing Community Plan, and the second as a follow-up amendment, which will include preparation of a detailed Shoreline and Harbor Adaptation Plan that will address adaptation options, retreat scenarios, and recommended projects.

Phase I

Phase I would consist of an update to the County's LCP. The update would focus on updating policies and regulations detailing how Coastal Development Permits involving coastal hazards or shoreline protection would be reviewed, considering existing Moss Landing vulnerability analyses, the California Coastal Commission's Sea Level Rise Policy Guidance. It would incorporate policies or regulations that address mid-term adaptation recommendations that

can be incorporated without more detailed adaptation feasibility studies, such as elevating structures and setbacks for structures near hazardous areas.

Phase II

Phase II would consist of performing focused updates to the 2017 and 2019 vulnerability reports to ensure that they reflect best available science and incorporate more detailed analysis of infrastructure vulnerability and equity for at-risk communities. Phase II would consist of preparation of a Shoreline and Harbor Adaptation Plan. This will include both a technical report, containing technical analysis and policy recommendations, and a phase II LCP amendment which will incorporate appropriate recommendations into the County's LCP. The technical report will include a detailed analysis of management and adaptation strategies such as potential triggers for re-evaluation or managed retreat, and recommended projects. Adaptation strategies could include dune restoration, beach replenishment, vegetation planting, or coastal protection if deemed necessary. The plan would include appropriate adaptation triggers and steps for managed retreat to accommodate sea level rise, recommended infrastructure projects, and identification of the lead and implementing agencies for those projects. An outreach and engagement plan, and a feasibility analysis to identify recommended projects and potential financing mechanisms, would be used to inform the adaptation plan. The plan would be prepared to satisfy the requirements of Public Resources Code Division 20.6.9, Sea Level Rise Planning and Adaptation.

B. TASKS

Task 1 – Project Management

This task involves County staff resources related to general project management. This includes preparing requests for proposals, consultant selection and oversight, contract and grant administration, internal team coordination, and quarterly progress reports on the administration of the grant. The County staff is also requesting funds to support staff participation and project management in the various project tasks. The County staff project lead will be Phil Angelo, Senior Planner, County of Monterey Housing and Community Development Department. (831) 784-5731 AngeloP@countyofmonterey.gov

Task 1 Deliverables/Outcomes:

- 1.1 Requests for proposals and for technical reports, studies, and supplemental planning documents.
- 1.2 Final copies of contracts for technical reports, studies, and supplemental planning documents.
- 1.3 Quarterly progress reports and requests for funds.

¹ This would include a review of the latest guidance from State Agencies and incorporation of this information as part of updating the earlier vulnerability reports.

Phase I

Task 2 - Local Coastal Program Amendment Phase I

This task consists of updating the County's LCP, both the Moss Landing Community Plan [Chapter 5 of the North County Land Use Plan (LUP)] and the Monterey County Coastal Implementation Plan (CIP) sections applicable in the Moss Landing Community Plan area to address sea level rise and coastal hazards. The amendment will be processed concurrently with a comprehensive update to the Moss Landing Community Plan which will involve public input including through the CEQA (in this case Environmental Impact Report) process, and Planning Commission and Board of Supervisors hearings.

- In the context of this grant application the focus of this amendment is on policies and regulatory changes that address projects in areas subject to coastal hazards, including development standards, technical report requirements, and restrictions on future protection.
- This LCP amendment will be informed by the 2017 and 2019 vulnerability reports and stakeholder input received through the environmental review and hearing processes.
- This task would include preparation for and attendance of public hearings for the LCP amendment, including the Planning Commission, Board of Supervisors, and California Coastal Commission (CCC). A minimum of one Planning Commission hearing would be required for review and recommendation on the amendment, and two Board of Supervisors hearings, one prior to consideration by the CCC and one after. An additional hearing for both local hearing bodies is included in case discussion on the amendment is continued with requests for additional information.
- This task includes community outreach meetings performed as part of the Phase I LCP update.

Task 2 – Deliverables/Outcomes:

- 2.1 Administrative draft hazard LUP and CIP amendments sent to CCC staff for 6-week review.
- 2.2 One to three meeting(s) with CCC staff to discuss draft hazard policies and regulations.
- 2.3 Publicly circulated Notice of Preparation (NOP), Draft Environmental Impact Report (EIR), and Final EIR.
- 2.4 One to two community outreach meetings.
- 2.5 Local hearing package: Planning Commission and Board of Supervisors hearing staff reports, draft LUP and CIP amendments, and presentation materials.
- 2.6 Up to two Planning Commission hearings.
- 2.7 Up to three Board of Supervisors hearings.
- 2.8 Submittal of draft LUP and CIP amendments to CCC for review and certification.
- 2.9 Attendance of up to two CCC hearings.

Phase II

Task 3 – Focused Vulnerability Assessment Update

This task would consist of a focused update of the existing 2017 and 2019 vulnerability reports prepared for Moss Landing by Central Coast Wetlands Group. The scope would be updating hazard mapping scenarios and projections based on best available science, and more detailed analysis of how sea level rise and coastal hazards could impact critical infrastructure, private and public property, disadvantaged and at-risk communities.

Task 3 Deliverables/Outcomes:

- 3.1 Scope of Focused Vulnerability Assessment Update to CCC staff for review and recommendations.
- 3.2 Draft Focused Vulnerability Assessment Update for 6-week CCC staff review.
- 3.3 Final vulnerability assessment update prepared by consultant.

Task 4 – Shoreline Adaptation Outreach and Engagement Plan

The County will engage in outreach efforts through the process of preparing the Shoreline and Harbor Adaptation Plan and associated studies. A comprehensive outreach plan will be prepared that describes how community members, environmental advocacy groups, affected government agencies, Native American tribes, and other stakeholders will be engaged. The plan will be submitted to CCC staff for review and input. Outreach efforts shall proactively engage disadvantaged and historically marginalized communities in the land use and environmental planning process. The *purpose statement* and *recommendations to eliminate barriers to public participation* sections of the outreach plan shall use the adopted 2019 California Coastal Commission Environmental Justice Policy for guidance. This task is intended to be inclusive of public outreach conducted during all Tasks during the phase II update.

The contents of the outreach plan shall include:

- A purpose statement and guiding principles.
- Recommendations to eliminate barriers to public participation.
- An outline of the engagement timeline and process.
- The contact information for the County outreach coordinator(s).
- A stakeholder notification list.
- Planned meetings and public presentations.
- Additional engagement tools including a project web page, fact sheets, and how outreach will be incorporated into the County's social media presence.

Task 4 – Deliverables/Outcomes:

- 4.1 Draft Outreach Plan for 6-week CCC staff review.
- 4.2 Final Outreach Plan with CCC staff comments incorporated if appropriate.
- 4.3 List of stakeholders contacted.

- 4.4 One to two meeting with the Moss Landing Harbor District.
- 4.5 One to two meetings with TAMC and Caltrans.
- 4.6 Materials from public presentations, stakeholder meetings, and interviews.

Task 5 – Adaptation Feasibility and Fiscal Analysis

This task would be a technical feasibility and fiscal impact analysis of various adaptation methods and managed retreat scenarios. Incorporating the vulnerability analyses and outreach received, this task would evaluate the options identified and formulate recommended policies and projects based on:

- The direct economic costs associated with various adaptation paths, including costs to critical public infrastructure.
- The feasibility of various adaptation paths and projects, including economic, environmental, social, legal, and technological factors.
- Recommended triggers for managed retreat and future planning efforts.
- A final list of recommended adaptation paths and projects, including the lead and responsible agencies for each project and cost estimates.

Task 5 – Deliverables/Outcomes:

- 5.1 Scope of Adaptation Feasibility and Fiscal Analysis and recommendations for review.
- 5.2 Draft of Feasibility Analysis for 6-week CCC review.
- 5.3 Final Adaptation Feasibility and Fiscal Analysis report prepared by consultant.

Task 6 - Shoreline and Harbor Adaptation Plan Technical Report

This task consists of preparation of a Shoreline and Harbor Adaptation Plan Technical Report for Moss Landing. The Technical Report will include detailed technical analysis and policy recommendations. The adaptation plan would detail appropriate adaptation strategies to protect the Moss Landing community and harbor from climate hazards and sea level rise. These could include dune restoration, beach replenishment, vegetation planting, or coastal armoring if deemed necessary. The plan would also include appropriate adaptation triggers and steps for managed retreat where necessary to accommodate sea level rise.

- The plan would be informed by the recommendations of the 2017 and 2019 vulnerability analyses and their focused update in Task 3; the outreach performed in Task 4; and the feasibility analysis in Task 5.
- The plan would include recommended projects and the identification of lead planning and implementing agencies for those projects.

Task 6 – Deliverables/Outcomes:

- 6.1 Kickoff meeting with CCC staff to discuss technical report contents prior to detailed preparation.
- 6.2 Draft Shoreline and Harbor Adaptation Plan Technical Report for 6-week CCC review.

- 6.3 One to three meeting(s) with CCC staff to discuss draft technical report.
- 6.4 Finalize Shoreline and Harbor Adaptation Plan Technical Report and incorporate edits provided by CCC staff.
- 6.5 Local hearing package: Planning Commission and Board of Supervisors hearing staff reports, draft plan, and presentation materials.

Task 7 - Local Coastal Program Amendment Phase II

This task consists of a phase II LCP amendment, the "Shoreline and Harbor Adaptation Plan".

- The LCP Amendment Phase II would be informed by the policy recommendations derived from the Shoreline and Harbor Adaptation Technical Report (Task 6).
- Similar to the phase I amendment, this task would include preparation for and attendance of public hearings for the LCP amendment, including the Planning Commission, Board of Supervisors, and California Coastal Commission (CCC). A minimum of one Planning Commission hearing would be required for review and recommendation on the amendment, and two Board of Supervisors hearings, one prior to consideration by the CCC and one after. An additional hearing for both local hearing bodies is included in case discussion on the amendment is continued with requests for additional information.
- The Shoreline and Harbor Adaptation Plan shall include triggers for when future updates would be required, based on changing conditions environmental conditions and projections.

Task 7 – Deliverables/Outcomes:

- 7.1 Kickoff meeting with CCC staff to discuss LCP Amendment contents prior to detailed preparation.
- 7.2 Draft plan sent to CCC staff for 6-week review.
- 7.3 One to three meeting(s) with CCC staff to discuss draft LCP Amendment.
- 7.4 Local hearing package: Planning Commission and Board of Supervisors hearing staff reports, draft LCP Amendment, and presentation materials.
- 7.5 Up to two Planning Commission hearings.
- 7.6 Up to three Board of Supervisors hearings.
- 7.7 Submittal of draft LUP amendments to CCC for review and certification.
- 7.8 Attendance of up to two CCC hearings.

C. <u>SCHEDULE</u>

Project start/end dates: 04/24/2025 (or date of grant agreement execution) -12/30/2027.

| Task 1. Project Management | Projected start/end dates: April 2025- December 2027 |
|---|---|
| Outcome/Deliverables: 1.1 Request for Proposals for technical reports, studies, and supplemental planning. 1.2 Final copies of contracts for technical reports, studies, and supplemental planning documents. 1.3 Quarterly progress reports and requests for funds. | 1.1 April 2025 – December 2027 1.2 April 2025 – December 2027 1.3 April 2025 – December 2027 |
| Task 2. Local Coastal Program Amendment Phase I | Projected start/end dates: April 2025 – June 2026 |
| Outcome/Deliverables: 2.1 Administrative draft hazard LUP and CIP amendments sent to CCC staff for a 6-week review. 2.2 One to three meeting(s) with CCC staff to discuss draft hazard policies and regulations. 2.3 Publicly circulated Notice of Preparation (NOP), Draft Environmental Review (DEIR), and Final EIR (FEIR). 2.4 One to two community outreach meetings. 2.5 Local hearing package: Planning Commission and Board of Supervisors hearing staff reports, draft LUP and CIP amendments, and presentation materials. 2.6 Up to two Planning Commission hearings. 2.7 Up to three Board of Supervisors hearings. 2.8 Submittal of draft LUP and CIP | 2.1 April 2025 – April 2025 2.2 April 2025 – April 2025 2.3 April 2025 – December 2025 2.4 April 2025 – November 2025 2.5 December 2025 – March 2026 2.6 December 2025 – January 2026 2.7 April 2025 – March 2026 2.8 March 2026 2.9 March 2026 – June 2026 |

| amendments to CCC for review and | |
|--|--|
| certification. | |
| 2.9 Attendance of up to two CCC | |
| hearings | |
| T 105 11/1 11/1 | D : / |
| Task 3. Focused Vulnerability Assessment Update | Projected start/end dates: February 2026 – June 2026 |
| Outcome/Deliverables: | Julie 2020 |
| 3.1 Scope of focused vulnerability | |
| assessment update to CCC staff for | |
| review and recommendations. | 3.1 February 2026 |
| 3.2 Draft Focused Vulnerability | 3.2 February 2026 – April 2026 |
| Assessment Update for 6-week CCC | |
| staff review. | 3.3 February 2026 – June 2026 |
| 3.3 Final vulnerability assessment | |
| update prepared by consultant. | |
| Task 4. Shoreline Adaptation Outreach | Projected start/end dates: February 2026 – |
| and Engagement Plan | December 2027 |
| Outcome/Deliverables: | |
| 4.1 Draft outreach plan for 6-week CCC | |
| staff review. | |
| 4.2 Final outreach plan with CCC staff | |
| comments incorporated if | 4.1 February 2026 – April 2026 |
| appropriate. | 4.2 February 2026 – October 2026 |
| 4.3 List of stakeholders contacted. | 4.3 February 2025 – August 2027 |
| 4.4 One to two meeting with the Moss | 4.4 February 2026 – July 2026 |
| Landing Harbor District . | 4.5 February 2026 – July 2026 |
| 4.5 One to two meetings with TAMC | 4.6 December 2026 – December 2027 |
| and Caltrans. | |
| 4.6 Materials for public presentations, | |
| stakeholder meetings, and interviews. | |
| | Projected start/end dates: April 2026 – |
| | |
| Task 5. Adaptation Feasibility and Fiscal Analysis | 1 |
| Fiscal Analysis | November 2026 |
| Fiscal Analysis Outcome/Deliverables: | |
| Fiscal Analysis Outcome/Deliverables: 5.1 Scope of Adaptation Feasibility and | |
| Fiscal Analysis Outcome/Deliverables: 5.1 Scope of Adaptation Feasibility and Fiscal Analysis and | November 2026 |
| Fiscal Analysis Outcome/Deliverables: 5.1 Scope of Adaptation Feasibility and | November 2026 5.1 April 2026 – November 2026 |

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| 7.5 Up to two Planning Commission |
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| hearings. |
| 7.6 Up to three Board of Supervisors |
| hearings. |
| 7.7 Submittal of draft LUP amendments |
| to CCC for review and certification. |
| 7.8 Attendance of up to two CCC |
| hearings. |

D. BENCHMARK SCHEDULE

| ACTIVITY | COMPLETION DATE | |
|---|-----------------|--|
| Task 1 Project Management | December 2027 | |
| Task 2 Local Coastal Program Amendment Phase I | June 2026 | |
| Task 3 Focused Vulnerability Assessment Update | June 2026 | |
| Task 4 Shoreline Adaptation Outreach and | Danambar 2027 | |
| Engagement Plan December 2027 | | |
| Task 5 Adaptation Feasibility and Fiscal Analysis | November 2026 | |
| Task 6 Shoreline and Harbor Adaptation Plan | March 2027 | |
| Technical Report | March 2027 | |
| Task 7 Local Coastal Program Amendment Phase | Dagarahan 2027 | |
| l II | December 2027 | |

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.

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.

BUDGET

| <u>BUDGET</u> | | | | | |
|--|--------------------------|----------------------|--|--|--|
| Monterey County | CCC Grant Total | Match/Other Funds | Total (LCP Grant Funds + Match/ Other Funds) | | |
| | LABOR COSTS ² | | | | |
| County Staff Labor | | | | | |
| Task 1 – Project Management | \$33,000 | | \$33,000 | | |
| Task 2 – Local Coastal Program Amendment I | \$41,250 | | \$41,250 | | |
| Task 3 –Vulnerability Assessment Update | \$8,250 | | \$8,250 | | |
| Task 4 – Shoreline Adaptation and Outreach Engagement | \$16,500 | | \$16,500 | | |
| Task 5 – Adaptation Feasibility and Fiscal Analysis | \$12,375 | | \$12,375 | | |
| Task 6 – Shoreline and Harbor Adaptation Plan Technical Report | \$12,375 | | \$12,375 | | |
| Task 7 – Local Coastal Program Amendment II | \$41,250 | | \$41,250 | | |
| Total Labor Costs | \$165,000 | | \$165,000 | | |
| DIRECT COSTS | | | | | |
| Consultants ³ /Partners | | | | | |
| Unidentified Consultants: to be selected through competitive RFP process; specific budget items will be updated once consultants are chosen. | | | | | |
| Task 2 - Local Coastal Program Amendment I | \$259,660 | | \$259,660 | | |
| Task 3 - Vulnerability Assessment Update | \$75,000 | | \$75,000 | | |
| Task 4 - Shoreline Adaptation and Outreach Engagement | \$98,000 | | \$98,000 | | |
| Task 5 - Adaptation Feasibility and Fiscal Analysis | \$106,800 | | \$106,800 | | |
| Task 6 - Shoreline and Harbor Adaptation Plan Technical Report | \$159,500 | | \$159,500 | | |

² Amount requested should include total for salary and benefits.

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

| Monterey County | CCC Grant Total | Match/Other Funds | Total (LCP Grant Funds + Match/ Other Funds) |
|---|-----------------|----------------------|--|
| Task 7 – Local Coastal | \$75,000 | | \$75,000 |
| Program Amendment II | \$75,000 | | \$75,000 |
| Total Direct Costs | \$773,960 | | \$773,960 |
| OVERHEAD/INDIRECT COSTS ⁴ | | | |
| Total County/City Staff Overhead/Indirect Costs | N/A | | |
| TOTAL PROJECT COST | \$938,960 | | \$938,960 |

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."

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 | California Coastal Commission |
|-------------------------------|--|
| Attn: Jasmine Han, Associate | Attn: Carey Batha |
| Governmental Program Analyst | 455 Market Street, Suite 200, Room 228 |
| 301 E Ocean Blvd, Suite 300 | San Francisco, CA 94105 |
| Long Beach, CA 90802 | · |

- 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.
 - 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.
 - 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.

- 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 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.