

# Attachment B

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**SUBRECIPIENT AGREEMENT BETWEEN  
COUNTY OF MONTEREY  
AND  
COASTAL CONSERVATION AND RESEARCH  
FOR  
LCP SEA LEVEL RISE ADAPTATION GRANT PROGRAM**

THIS SUBRECIPIENT AGREEMENT, executed on the last date opposite the respective signatures below, is entered into and effective as of October 15, 2014, by and between the County of Monterey (herein called “Grantee”) and Coastal Conservation and Research (CCR) herein called “Subrecipient”).

WHEREAS, Grantee applied for and has been approved to receive funds from the “Local Coastal Program Sea Level Rise Adaptation Grant Program” to develop and adopt updated plans that conserve and protect coastal resources from future impacts from sea-level rise and related climate change impacts;

WHEREAS, Grantee has entered into a Grant Agreement with the California Natural Resources Agency dated September 29, 2014 (attached and incorporated by this reference as Attachment A);

WHEREAS, pursuant to the Grant Agreement, Grantee is authorized to use Grant funds for those activities described in Attachment A; and

WHEREAS, Grantee wishes to engage Subrecipient to assist Grantee in utilizing such funds by entering into this Subrecipient Agreement (“Sub-Agreement”).

NOW, THEREFORE, it is agreed between the parties hereto that:

**I. SCOPE OF SERVICE**

**A. Activities**

Subrecipient will be responsible for administering the prescribed Scope of Work in a manner consistent with any standards required as a condition of providing these funds. Such program is described in the Grant Agreement (Attachment A).

**B. Staffing**

A list of staff, including key personnel is provided in the Team Members Statement of Qualifications (attached and incorporated by this reference as Attachment B).

Any changes in the Key Personnel assigned or their general responsibilities under this Sub-Agreement are subject to prior approval of Grantee.

### C. Performance Monitoring

Grantee will monitor the performance of Subrecipient against goals and performance standards. The Subrecipient shall prepare and submit quarterly reports in a form acceptable to the Grant Agency. Substandard performance as determined by Grantee will constitute noncompliance with this Sub-Agreement. If action to correct such substandard performance is not taken by Subrecipient within a reasonable period of time after being notified by Grantee, Sub-Agreement suspension or termination procedures will be initiated.

## II. TIME OF PERFORMANCE

The Grant Agreement between the California Natural Resources Agency and Grantee provides that performance may begin effective October 15, 2014, for purposes of determining eligible expenses. Accordingly, services of Subrecipient shall start on the 1st day of October, 2014 and end on the 30th day of September 2016 but will be extended and remain in effect during any period that the Subrecipient has control over grant funds. The term of this Sub-Agreement and the provisions herein may be extended by mutual agreement in writing to cover any additional time period consistent with grant requirements. Such extension may be based upon remaining initial funding under this Sub-Agreement or funding which Subrecipient remains in control of from grant fund. A Schedule of Performance is attached and incorporated by this reference as Attachment C.

## III. BUDGET

The budget is attached and incorporated by this reference as Attachment D.

Any indirect costs charged must be consistent with the conditions of Paragraph VI (D) (2) of this Sub-Agreement. In addition, Grantee may require a more detailed budget breakdown than the one contained herein. Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by Grantee. Any amendments to the budget must be approved in writing by both Grantee and Subrecipient.

## IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by Grantee under this Sub-Agreement shall not exceed the amount shown in Attachment D. Drawdowns for the payment of eligible expenses shall be made against the line items specified in Attachment D herein and in accordance with performance.

Payments to Subrecipient are contingent upon receipt of appropriate funds by Grantee pursuant to the Grant Agreement with the California Natural Resources Agency. Payments may also be contingent upon certification of Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

## V. NOTICES

Notices required by this Sub-Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery, facsimile, or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery. Notices sent by mail are presumed delivered after five (5) days. All written communications under this Sub-Agreement shall be addressed to the individuals in the capacities listed below, unless otherwise modified by subsequent written notice.

Communications and details concerning this Sub-Agreement shall be directed to the following representatives:

### Grantee

County of Monterey  
Resource Management Agency – Planning  
Attention: Martin Carver, AICP  
168 West Alisal St., 2<sup>nd</sup> Floor  
Salinas, CA 93901  
(831) 796-6049  
carverm@co.monterey.ca.us

### Subrecipient

Coastal Conservation and Research (CCR)  
Attention: Jim Oakden & Jane Oliver  
PO Box 543  
Moss Landing, CA 95039  
(831) 479-0277  
Oakden@gmail.com  
janeoliverccr@gmail.com

## VI. SPECIAL PROVISIONS

- A. Subrecipients of Grant Funds shall include acknowledgement of grant funding in all materials produced with grant funds. The California Natural Resources Agency, the California Ocean Protection Council, and the County of Monterey shall each have the right to republish any material generated by this grant.
- B. Definitions
  1. The term “Benchmark” means specific tasks or project deliverables identified in the project Scope of Work as approved by the state.
  2. The term “Completion Date” means the date by which all activity for the project must be concluded. Work performed after this date cannot be reimbursed.
  3. The term “Director of Planning” means the Director of Planning at the Monterey County Resources Management Agency.
  4. The term “Grant” or “Grant Funds” means the money pass through by the Grantee to the Subrecipient in this Sub-Agreement.
  5. The term “Grant Agency” means California Natural Resources Agency.
  6. The term “Grantee” means the County of Monterey, who has a signed agreement for Grant Funds from the Ocean Protection Council.
  7. The term “Project” means the activity described in the Scope of Work to be accomplished with Grant Funds passed through Monterey County to the Subrecipient.
  8. The term “Project Budget” means the State approved cost estimate submitted to the Executive Director of the Ocean Protection Council (“Executive Director”) as part of the Scope of Work. The Project Budget shall describe all labor and materials costs of

- completing each component of the Project. The Project Budget may contain either itemized amounts, or ranges permissible for each item or task described in Project Scope of Work. The Project Budget must include the set administrative and indirect costs agreed upon by the Parties if applicable. For each project component, the Project Budget shall list all intended funding sources including the State's grant and all other sources of monies, materials or labor.
9. The term "Project Manager" means the representative of the County of Monterey given authorization by the Director of Planning to administer and provide oversight of the Grant funds passed through to the Subrecipient.
  10. The term "Public Agency" means any State of California department or agency, a county, city, public district or public agency formed under California law.
  11. The term "Request for Disbursement Form" means the form that will be submitted requesting payment.
  12. The term "State" means the Secretary for Natural Resources, the Ocean Protection Council or their representatives, or other political subdivision of the State.
  13. The term "Subrecipient" means Coastal Conservation and Research (CCR), which is the signatory to this agreement, and any of its assignees.
  14. The term "Termination Date" means the date by which all invoices and other reporting requirements must be complete.
  15. The term "Scope of Work" means the State approved Scope of Work, Project Schedule and Project Budget, as described in "State of California, Natural Resources Agency, Grant Agreement, Agreement Number C0300700" (Attachment A).

#### C. Project Execution

1. Subrecipient shall furnish any and all additional funds that may be necessary to complete the Project.
2. Subrecipient shall complete the Project before the Completion Date as set forth in the Schedule of Performance (Attachment C), unless an extension has been granted by the State and under the Terms and Conditions of this Sub-Agreement. Subrecipient shall complete invoicing and reporting requirements as set forth in the Schedule of Performance (Attachment C), unless an extension has been granted by the Grantee and under the Terms and Conditions of this Sub-Agreement. Extensions may be requested in advance and will be considered by Grantee, at its sole discretion, in the event of circumstances beyond the control of the Subrecipient.
3. Subrecipient certifies that the Scope of Work does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, environmental laws, including, but not limited to, California Environmental Quality Act, health and safety codes, and disabled access laws.
4. Prior to the commencement of any work, Subrecipient agrees to submit in writing to the Grantee for prior approval any deviation from the original Scope of Work per Attachment A. Any modification or alteration in the Scope of Work contained in Attachment A must be submitted to the Grantee for approval.

5. Subrecipient shall provide quarterly status reports of the work in a form acceptable to the Grant Agency.

D. Project Costs

1. Any Grant Funds provided to Subrecipient under this Sub-Agreement will be disbursed for eligible costs as outlined in Appendix B to the OPC Grant Funding Procedures (attached and incorporated by this reference as Attachment E) on a reimbursement basis, as follows, but shall not exceed in any event the amount set forth on the signature page of this Sub-Agreement.
2. Up to Ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the Project and receipt by the Grantee of a detailed summary of Project costs from the Subrecipient, found to be satisfactory by the Grantee and the Grant Agency State, and a copy of the final products generated with Grant Funds.
3. If all or any part of the project to be funded under this agreement will be performed by third parties under contract with the grantee, then the Subrecipient should, prior to executing an agreement for services, seek the approval of the Grantee on the selection of the third party. The Subrecipient shall then comply with the above paragraph regarding submission and approval of a Scope of Work prior to project commencement.
4. Payment Documentation:
  - a. All payment requests must be submitted using a completed Request for Disbursement Form. The Subrecipient shall include in the form its name and address, the number of this agreement, the date of the submission, the amount of the invoice, the period during which the work was actually done, and an itemized description, including time, materials, and expenses incurred, of all work done for which disbursement is requested. The expenses shall be organized by task number from the Scope of Work. The form shall also indicate, per task number from the Scope of Work, cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the grant agreement. An authorized representative of the Subrecipient shall sign the form.
  - b. In connection with submission of each form, the Subrecipient shall also submit, unless the Grantee makes a specific exemption, the following:
    - i. An itemized ledger, in a form approved by an authorized representative, detailing all direct expenditures incurred by the Subrecipient.
    - ii. Receipts, travel expense vouchers and claim forms for travel expenses incurred by the Subrecipient. The Grantee will reimburse the Subrecipient for expenses necessary to the project when documented by appropriate receipts. The Grantee will reimburse travel and related expenses at actual costs not to exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations (“CCR”), except that reimbursement may be in excess of these rates upon documentation that these rates are not reasonably available to the

Subrecipient. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented state employees as of the date the cost is incurred. The Grantee will reimburse the Subrecipient for other necessary expenses if those expenses are reasonable in nature and amount taking into account the nature of the project, its location, and other relevant factors.

- iii. Receipts or any other source documents for direct expenditures for any purchase of equipment or materials by the Subrecipient.
  - iv. A supporting progress report from the Subrecipient summarizing the work that was completed during the invoice period and the current status of the work for which disbursement is sought, comparing it to the status required by the Scope of Work (budget, timeline, tasks, etc.).
- c. Notwithstanding the foregoing, the Grantee may request and the Subrecipient shall provide receipts or other source documents for any other direct expenditure or cost as described in the ledger, as and when necessary to resolve any substantial issue concerning reimbursement.
  - d. The Subrecipient's failure to fully execute and submit a Request for Disbursement form, including attachment of supporting documents, may relieve the Grantee of its obligation to disburse funds to the Subrecipient unless and until the Subrecipient corrects all deficiencies.
  - e. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate or inaccurate, the Grantee will inform the Subrecipient and hold the payment request until all required information is received or corrected. Subrecipient shall submit a payment request no more frequently than monthly but no less frequently than quarterly (assuming activity occurred within that quarter). Any penalties imposed on the Subrecipient by a contractor, or other consequence, because of delays in payment will be paid by the Subrecipient and is not reimbursable under this Sub-Agreement.
5. Grant Funds in this award have a limited period in which they must be expended. Subrecipient expenditures funded by the Grantee must occur before the Completion Date as indicated in the Schedule of Performance (Attachment C).
  6. Except as otherwise provided herein, the Subrecipient shall expend Grant Funds in the manner described in the Scope of Work approved by the Grant Agency. Expenditure on items contained in the approved Project Budget may vary by as much as ten percent without prior approval by the Grantee, provided the Subrecipient submits a revised Project Budget prior to requesting disbursement based on the revised budget. In any event, the total amount of the Grant Funds may not be increased, except by written amendment to this agreement.



E. Project Administration

1. Subrecipient shall promptly provide Project reports with payment requests and upon request by the Grantee. In any event Subrecipient shall provide the Grantee a report showing total final Project expenditures with the final Request for Disbursement and required closing documents.
2. Subrecipient shall submit all documentation for Project completion, as applicable, and final reimbursement by the Termination Date of September 30, 2016.
3. Final payment is contingent upon State verification that Project is consistent with Project Scope of Work as described in Exhibit A, together with any Grantee approved amendments.
4. This Sub-Agreement may be amended by mutual agreement in writing between Subrecipient and Grantee. Any request by the Subrecipient for amendments must state the amendment request and reason for the request. The Subrecipient shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.
5. Subrecipient must report to the State in the Project Budget all sources of other funds for the Project.

F. Project Termination

1. Prior to the completion of the Project, either party may terminate this Sub-Agreement by providing the other party with thirty (30) days' written notice of such termination. The Grantee may also terminate this agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by Subrecipient which effects performance of this or any other grant agreement or contract entered into with the Grantee.
2. If the Grantee terminates without cause the Sub-Agreement prior to the end of the Completion Date, the Subrecipient shall take all reasonable measures to prevent further costs to the Grantee under this Sub-Agreement. The Grantee shall be responsible for any reasonable and non-cancelable obligations incurred by the Subrecipient in the performance of the Sub-Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Sub-Agreement.
3. If the Subrecipient fails to complete the Project in accordance with this Sub-Agreement, or fails to fulfill any other obligations of this Sub-Agreement prior to the Termination Date, the Subrecipient shall be liable for immediate repayment to the Grantee of all amounts disbursed by the Grantee under this Sub-Agreement, plus accrued interest and any further costs related to the Project. The Grantee may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the Grantee determines it is in the Grantee's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the Grantee for breach of this Sub-Agreement.

4. Failure by the Subrecipient to comply with the terms of this Sub-Agreement or any other Sub-Agreement may be cause for suspension of all obligations of the Grantee hereunder.
5. Failure of the Subrecipient to comply with the terms of this Sub-Agreement shall not be cause for suspending all obligations of the Grantee hereunder if, in the judgment of the Grantee, such failure was due to no fault of the Subrecipient. At the discretion of the Grantee, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Sub-Agreement.
6. Because the benefit to be derived by the Grantee, from the full compliance by the Subrecipient with the terms of this Sub-Agreement, exceeds to an immeasurable and unascertainable extent the amount of money furnished by the Grantee by way of Grant Funds under the provisions of this Sub-Agreement, the Subrecipient agrees that payment by the Subrecipient to the Grantee of an amount equal to the amount of the Grant Funds disbursed under this Sub-Agreement by the Grantee would be inadequate compensation to the Grantee for any breach by the Subrecipient of this Sub-Agreement. The Subrecipient further agrees therefore, that the appropriate remedy in the event of a breach by the Subrecipient of this Sub-Agreement shall be the specific performance of this Sub-Agreement, unless otherwise agreed to by the Grantee.

#### G. Hold Harmless

1. Subrecipient shall waive all claims and recourses against the Grantee, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Sub-Agreement, except claims arising from the gross negligence of Grantee, its officers, agents and employees.
2. Subrecipient shall indemnify, hold harmless and defend Grantee, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Project under Government Code Section 895.2 or otherwise, including but not limited to items to which the Subrecipient has certified, except for liability arising out of the gross negligence of Grantee, its officers, agents or employees. Subrecipient acknowledges that it is solely responsible for compliance with items to which it has certified.
3. Subrecipient and Grantee agree that in the event of judgment entered against the Subrecipient and Grantee because of the gross negligence of the Subrecipient and Grantee, their officers, agents or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

#### H. Audit Requirements and Financial Records

1. Ocean Protection Council projects are subject to audit by the State annually and for three (3) years following the payment of Grant Funds. Subrecipient shall maintain satisfactory financial accounts, documents and records consistent with the policies

outlined in the OPC Grant Funding Procedures for the Project and to make them available to the Grantee for auditing at reasonable times. Subrecipient shall also retain such financial accounts, documents and records for three (3) years after final payment and one (1) year following an audit on site. OPC shall maintain all grant records for 35 years at the State Records Center and in perpetuity if funds are granted for acquisition of real property, in accordance with all applicable protocols as updated and required by the State Treasurer's Office.

2. Subrecipient agrees that during regular office hours, the Grantee and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Subrecipient pertaining to this Sub-Agreement or matters related thereto. Subrecipient shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Sub-Agreement.
3. Subrecipient shall use applicable generally accepted accounting principles, unless otherwise agreed to by the Grantee.

#### I. Work Products

1. The Subrecipient agrees that all data, plans, drawings, specifications, surveys, studies, and other written or graphic work produced in the performance of this Sub-Agreement, herein referred to as "materials" are subject to the rights of the Grantee as set forth in this section. The Grantee shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so.
2. Subrecipient agrees that the Subrecipient shall use the materials developed with grant funds under this agreement only for the purpose for which the grant funds were requested and no other use of the materials shall be permitted except by written permission.
3. Subrecipient must certify the materials developed with grant funds under this agreement shall remain available for public review. This Sub-Agreement shall not prevent the transfer of the materials from the Subrecipient to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Sub-Agreement.
4. If the use of the materials is changed to a use that is not permitted by the Sub-Agreement, or if the materials are sold or otherwise disposed of, at the Grantee's sole discretion, an amount equal to (1) the amount of the Grant, or (2) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the Grantee.

#### J. Nondiscrimination

1. The Subrecipient shall not discriminate against any person on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave in the use of any property or facility acquired or developed pursuant to this Sub-Agreement.

2. The Subrecipient shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. The completed products shall be available to members of the public generally.

K. Grant Funding Procedures and Funding Request Incorporation

With the exception of adjustments as discussed above, the Grant Funding Procedures and any subsequent changes or additions to the Scope of Work approved by the Grantee in writing are hereby incorporated by reference into this Sub-Agreement as though set forth in full in this Sub-Agreement.

L. Severability

If any provision of this Sub-Agreement is held invalid, that invalidity shall not affect other provisions or applications of this Sub-Agreement which can be given effect without the invalid provision, and to this end the provisions of this Sub-Agreement are severable.

M. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different or subsequent breach by either party.

N. Assignment

Except as expressly provided otherwise, this Sub-Agreement is not assignable by the Subrecipient either in whole, or in part.

O. Disputes

If the Subrecipient believes that there is a dispute or grievance between Subrecipient and the Grantee arising out of or relating to this Sub-Agreement, the Subrecipient shall first discuss and attempt to resolve the issue informally with the Project Manager. If the issue cannot be resolved at this level, the Subrecipient shall follow the following procedures:

1. If the issue cannot be resolved informally with the Project Manager, the Subrecipient shall submit, in writing, a grievance report together with any evidence to the Grantee. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Subrecipient's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Subrecipient, the Project Manager shall make a determination on the issue(s) and shall respond in writing to the Subrecipient indicating the decision and reasons therefore. Should the Subrecipient disagree with the Project Manager's decision, the Subrecipient may appeal to the Director of Planning at the Monterey County Resource Management Agency.

2. The Grantee must submit a letter of appeal to the Director of Planning explaining why the Project Manager's decision is unacceptable. The letter must include, as an attachment, copies of the Subrecipient's original grievance report, evidence originally submitted, and the response from the Project Manager. The Subrecipient's letter of appeal must be submitted within ten (10) working days of the receipt of the Project Manager's written decision. The Director of Planning shall, within twenty (20) working days of receipt of Subrecipient's letter of appeal, review the issues raised and shall render a written decision to the Subrecipient. The decision of the Director of Planning shall be final.

P. Director of Planning Designee

The Director of Planning shall designate a Project Manager who shall have authority to act on behalf of the Executive Director with respect to this agreement, except in the case of disputes. The Executive Director shall notify the Subrecipient of the designation in writing.

Q. Insurance

Throughout the term of this agreement, for the life of any asset funded by the grant monies awarded pursuant to this agreement, or for any period of project implementation after the termination date of this agreement, the Subrecipient shall maintain self-insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the Subrecipient or its agents, representatives, employees, volunteers, or contractors associated with the project undertaken pursuant to this Sub-Agreement. If the Subrecipient provides funds to any contractor to accomplish any of the work of this Sub-Agreement, the Subrecipient shall first enter into an agreement with each contractor requiring it to provide and maintain liability and property-damage insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the contractor, or its agents, representatives, employees, or volunteers, associated with the project undertaken pursuant to this Sub-Agreement. As an alternative, with the written approval of the Project Manager, the contractor may satisfy the coverage required by this section in whole or in part through: (a) its participation in a "risk management" plan, self-insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section. Required insurance shall be maintained from the commencement date through the completion date of the work undertaken by the contractor under the approved Scope of Work.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
  - a. Insurance Services Office ("ISO") Commercial General Liability coverage (occurrence Form CG 0001) or ISO Comprehensive General Liability form (1973) or comparable with Broad Form Comprehensive General Liability endorsement.
  - b. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).

- c. Workers' Compensation insurance as required by the Labor Code of the State of California.
2. Minimum Limits of Insurance. Subrecipient shall maintain coverage limits no less than:
  - a. General Liability: \$1,000,000 per occurrence for bodily injury, (Including operations, products and completed operations, as applicable) personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this agreement or the general aggregate limit shall be twice the required occurrence limit.
  - b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Use of Watercraft. If the Subrecipient or contractor is to engage in project work involving the use of watercraft, it shall provide and maintain insurance covering injury to person or property in connection with the use of watercraft, which may include, as appropriate, an endorsement to a Commercial General Liability policy covering non-owned watercraft liability or Protection and Indemnity Insurance or Jones Act coverage. Coverage shall be in a reasonable amount in light of the nature of the activity and shall be documented and approved by the Project Manager.
4. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Project Manager.
5. Required Provisions. Each insurance policy required by this section shall be endorsed to Grantee that coverage shall not be canceled by either party, except after thirty days' prior written notice by certified mail, return receipt requested, has been given to the Grantee. The general liability and automobile liability policies are to contain, or to be endorsed to contain, the following provisions:
  - a. The County of Monterey, its officers, agents and employees are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Subrecipient; and with respect to liability arising out of work or operations performed by or on behalf of the Subrecipient including materials, parts or equipment furnished in connection with such work or operations.
  - b. For any claims related to this Sub-Agreement, the Subrecipient's insurance coverage shall be primary insurance with respect to the County of Monterey, its officers, agents and employees.
  - c. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
6. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or

- better or, in the alternative, acceptable to the County of Monterey and approved in writing by the Project Manager.
7. **Verification of Coverage.** The Subrecipient shall furnish the Project Manager with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Project Manager before work commences. The Grantee reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.
  8. **Premiums and Assessments.** The Grantee is not responsible for premiums and assessments on any insurance policy.
  9. **Indemnity.** The Subrecipient shall agree to indemnify and hold harmless the County of Monterey and the State of California, acting by and through the Ocean Protection Council, and any employee or agent thereof harmless from any liability, loss or damage that may be suffered as a result of claims, demands, costs or judgments against them arising out of the activities to be carried out pursuant to the obligations of this Sub-Agreement, including, but not limited to, the use by Subrecipient of results obtained from the activities performed under this agreement; provided, however, that any such liability, loss or damage resulting from this Sub-Agreement was not caused by the gross negligence or malfeasance of the County of Monterey or the State of California, its employees or agents.

#### VII. SEVERABILITY

If any provision of this Sub-Agreement is held invalid, the remainder of the Sub-Agreement shall not be affected thereby and all other parts of this Sub-Agreement shall nevertheless be in full force and effect.

#### VIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Sub-Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Sub-Agreement.

#### IX. WAIVER

Grantee's failure to act with respect to a breach by Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

#### X. GOVERNMENT AND QUASI-GOVERNMENTAL AGENCIES

If Subrecipient is a governmental or quasi-governmental agency, Subrecipient shall comply with 24 CFR 570.502 (a), "Applicability of uniform administrative requirements." For all other Subrecipients, Subrecipient shall comply with 24 CFR 570.502 (b), "Applicability of uniform administrative requirements."

XI. ENTIRE AGREEMENT

This Sub-Agreement constitutes the entire Sub-Agreement between Grantee and Subrecipient for the use of funds received under this Sub-Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between Grantee and Subrecipient with respect to this Sub-Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Sub-Agreement on the last date opposite the respective signatures set forth below.

COUNTY OF MONTEREY

By: Shirley L. Mayer  
Its: President  
Date: Oct. 30, 2014

By: [Signature]  
Director of Planning  
Date: 11/10/14

By: [Signature]  
Its: Assistant Secretary  
Date: 10/28/14

Approved as to form and legality:  
By: [Signature]  
Deputy County Counsel  
Date: 12-3-2014

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Reviewed as to fiscal provisions:  
By: [Signature]  
Chief Deputy Auditor Controller  
Date: 12-4-14





CALIFORNIA OCEAN PROTECTION COUNCIL

John Laird, Secretary for Natural Resources, Council Chair  
Matt Rodriguez, Secretary for Environmental Protection  
John Chiang, State Controller, State Lands Commission Chair  
Fran Pavley, State Senator  
Toni Atkins, State Assemblymember  
Geraldine Knatz, Public Member  
Michael Brown, Public Member

October 2, 2014

Martin Carver  
County of Monterey  
168 W Alisal Street, 2<sup>nd</sup> Floor  
Salinas, CA 93901



Re: Grant Agreement No. C030070

Dear Mr. Carver:

Attached please an executed copy of Grant Agreement No. C030070, in an amount not to exceed \$150,000.00 for Collaborative Efforts to Assess SLR Impacts and Evaluate Policy Options for the Monterey Bay Coast.

Should you have any questions, please do not hesitate to contact Abe Doherty at (916) 653-0540 or via email [abe.doherty@resources.ca.gov](mailto:abe.doherty@resources.ca.gov).

Sincerely,

A handwritten signature in blue ink that reads "Catherine Kuhlman". The signature is written in a cursive, flowing style.

Catherine Kuhlman  
Deputy Secretary for Ocean and Coastal Matters, California Natural Resources Agency  
Executive Director, California Ocean Protection Council

Enclosures:  
Executed Grant Agreement C0300700

**State of California  
The Natural Resources Agency – GRANT AGREEMENT**

**GRANTEE NAME:** County of Monterey  
**PROJECT TITLE:** Collaborative Efforts to Assess SLR Impacts and Evaluate Policy Options for the Monterey Bay Coast  
**AUTHORITY:** The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 – Proposition 84  
**PROGRAM:** Ocean Protection Council  
**AGREEMENT NUMBER:** C0300700

**PROJECT COMPLETION DATE IS: June 30, 2016**

**PROJECT TERMINATION DATE IS: September 30, 2016** (Subject to the reappropriation of California Ocean Protection Trust Fund Item 0540-101-6076 Budget Act of 2008 (Chs. 268 and 269, Stats. 2008). Extension of said appropriation will constitute an automatic extension of the Project Termination Date of this project to September 30, 2016).

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project scope described in Exhibit A, and any subsequent amendments, and the State of California, acting through the Natural Resources Agency pursuant to the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006, agrees to fund the project up to the total state grant amount indicated.

**PROJECT DESCRIPTION:** See project description on page 1 and Exhibit A of the Agreement

Total State Grant not to exceed \$ **150,000** (or project costs, whichever is less)

The Special and General Provisions attached are made a part of and incorporated into the Agreement.

**County of Monterey**

**STATE OF CALIFORNIA  
THE NATURAL RESOURCES AGENCY**

By <u><i>Benny J. Young</i></u> for <b>Benny J. Young</b>	By <u><i>Catherine Kuhlman</i></u> <b>Catherine Kuhlman</b>
Title <u>Resource Management Agency Director</u>	Title <u>Deputy Secretary for Ocean and Coastal Policy</u>
Date <u>9/11/2014</u>	Date <u>9/15/14</u>

**CERTIFICATION OF FUNDING**

AMOUNT OF ESTIMATE FUNDING		AGREEMENT NUMBER		FUND	
\$150,000		C0300700		6076 – Ocean Protection Local Assistance (Prop 84)	
ADJ. INCREASING ENCUMBRANCE		APPROPRIATION			
\$		0540-301-6076			
ADJ. DECREASING ENCUMBRANCE		FUNCTION			
\$		Local Assistance			
UNENCUMBERED BALANCE		LINE ITEM ALLOTMENT	CHAPTER	STATUTE	FISCAL YEAR
\$150,000		\$150,000	268	2008	08/09
T.B.A. NO.	B.R. NO.	INDEX	OBJ. EXPEND	PCA	PROJECT NUMBER
		0540	751	23030	C03007

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance

*Linda Rodriguez*  
SIGNATURE OF ACCOUNTING OFFICER

9/29/14  
DATE

**GRANT AGREEMENT**  
State of California - The Natural Resources Agency

**Grantee Name:** Monterey County

**Project Title:** Collaborative Efforts to Assess SLR Impacts and Evaluate Policy Options for the Monterey Bay Coast

**Agreement Number:** Agreement No. C0300700

**Authority:** Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, Public Resources Code section 75060, implementing Public Resources Code sections 31000 *et seq.* 35500 *et seq.*, and 35650.

**Program:** California Ocean Protection Council

**PROJECT DESCRIPTION**

**Project Scope**

This project will achieve three key objectives intended to further regional planning for the inevitable impacts associated with sea-level rise (SLR) and the confounding effects of SLR on fluvial processes of two river systems (Soquel Creek and Old Salinas River): 1) Identify what critical coastal infrastructure will be compromised due to SLR and estimate when those risks may occur; 2) Identify how fluvial processes will increase flooding risk to coastal communities in the face of rising seas; and 3) Define appropriate response strategies for these risks and discuss with regional partners the programmatic and policy options that can be adopted for LCP updates.

For the entire Monterey Bay coastline, the project will result in an inventory of river levees and water control structures, temporal flood hazard maps, a regional assessment of protection structures likely to fail under different SLR scenarios, and a report on prioritized protection and upgrades to vulnerable infrastructure. For the Capitola and Moss Landing communities, the project will evaluate the combined impacts of SLR and changes in fluvial processes on municipal infrastructure, disadvantaged populations, and tax parcels. The project will also apply relevant state policies and evaluate adaptation responses for Santa Cruz and Monterey Counties, including how to integrate adaptation response alternatives ranging from "grey to green" into municipal planning documents. The project will support regional discussions on how to implement appropriate adaptation strategies through Local Coastal Program and other planning documents.

A Scope of Work, Project Schedule and Project Budget ("Work Program") are described in Exhibit A and attached to this Grant Agreement and incorporated by reference. Grantee will fully perform all work necessary to complete the Project as identified in the Work Program. A Work Plan describing the project at a more detailed scale may be developed by the Grantee and Project Manager as necessary to ensure proper completion of grant deliverables.

**Project Budget Details**

The Grantee is permitted to adjust any of the ranges in the Project Budget, other than administrative and indirect costs, upwards or downwards for a total of 10% of the amount of the Grant, so long as the sum of the whole Project Budget does not exceed the approved amount of funding for the Work Program. Grantee will provide notice of any such adjustment to the State explaining how it plans to account for and manage the adjustment. However, if Grantee seeks to adjust the allocations within the Budget ranges upwards or downwards more than 10%, create or



amend the ranges, or to delete ranges entirely, a request must be submitted in writing to the Project Manager. The Project Manager, along with the Project Manager's supervisor, will consider whether to approve the Grantee's request for new allocations and ranges. Upon approval of such a request by the Council staff, the new Budget ranges and allocations will become self-executing and will automatically be part of the Agreement and binding on Grantee, and incorporated into the Project Budget in Exhibit A.

## TERMS AND CONDITIONS OF GRANT

### Special Provisions

1. Recipients of Grant Funds shall include acknowledgement of grant funding in all materials produced with grant funds. The California Natural Resources Agency and California Ocean Protection Council (OPC or State) shall have the right to republish any material generated by this grant.

### General Provisions

#### A. Definitions

1. The term "Act" means Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006.
2. The term "Agreement" means this Grant Agreement.
3. The term "Application" means the individual application form, its required attachments for grants pursuant to enabling legislation and/or program and any applicable materials supplied to by the application to the Ocean Protection Council or California Natural Resources Agency prior to award.
4. The term "Authorization" means the Ocean Protection Council adopted resolution included in the staff recommendation attached as Exhibit B. This agreement is executed under that authorization.
5. The term "Benchmark" means specific tasks or project deliverables identified in the project Work Plan as approved by the state.
6. The term "Completion Date" means the date by which all activity for the project must be concluded. Work performed after this date cannot be reimbursed.
7. The term "Executive Director" means the Executive Director of the Ocean Protection Council, who is also the Deputy Secretary for Ocean and Coastal Policy.
8. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this Agreement.
9. The term "Grantee" means an applicant who has a signed agreement for Grant Funds.
10. The term "Nonprofit Organization" means any nonprofit corporation qualified to do business in California, and qualified under Section 501(c)(3) of the Internal Revenue Code.

11. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used to complete the project beyond the Grant Funds provided by this Agreement.
12. The term "Project" means the activity described in the Work Program to be accomplished with Grant Funds.
13. The term "Project Budget" means the State approved cost estimate submitted to the Executive Director of the Ocean Protection Council ("Executive Director") as part of the Work Program. The Project Budget shall describe all labor and materials costs of completing each component of the Project. The Project Budget may contain either itemized amounts, or ranges permissible for each item or task described in Project Scope and Work Plan. The Project Budget must include the set administrative and indirect costs agreed upon by the Parties if applicable. For each project component, the Project Budget shall list all intended funding sources including the State's grant and all other sources of monies, materials or labor.
14. The term "Project Manager" means the representative of the State given authorization by the Ocean Protection Council Executive Director to administer and provide oversight of the Grant.
15. The term "Public Agency" means any State of California department or agency, a county, city, public district or public agency formed under California law.
16. The term "Request for Disbursement Form" means the form that will be submitted requesting payment.
17. The term "State" means the Secretary for Natural Resources, the Ocean Protection Council or their representatives, or other political subdivision of the State.
18. The term "Termination Date" means the date by which all invoices and other reporting requirements must be complete.
19. The term "Work Plan" means the description of tasks and related work to be accomplished by the Project.
20. The term "Work Program" means the State approved Work Plan, Project Schedule and Project Budget, as described in Exhibit A.

B. Project Execution

1. Pursuant to the Ocean Protection Council Grant Funding Procedures, the Grantee shall comply with all applicable project execution procedures.
2. Subject to the availability of funds, the State hereby grants to the Grantee the sum \$150,000 (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of Project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement.
3. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.
4. Grantee shall complete the Project before the Completion Date as set forth on the signature page, unless an extension has been granted by the State and under the Terms and

Conditions of this Agreement. Grantee shall complete invoicing and reporting requirements by the Termination Date as set forth on the signature page, unless an extension has been granted by the State and under the Terms and Conditions of this Agreement. Extensions may be requested in advance and will be considered by State, at its sole discretion, in the event of circumstances beyond the control of the Grantee.

5. Grantee certifies that the Work Program does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, environmental laws, including, but not limited to, California Environmental Quality Act, health and safety codes, and disabled access laws.
6. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original Work Program per Exhibit A and/or the Application. Changes in the Work Program must continue to meet the need cited in Exhibit B or they will not be approved. Any modification or alteration in the Work Program on file with the State must be submitted to the State for approval.
7. Grantee shall provide status reports of the work at the request of the State.

C. Project Costs

1. Any Grant Funds provided to Grantee under this Agreement will be disbursed for eligible costs as outlined in Appendix B to the OPC Grant Funding Procedures , on a reimbursement basis, as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:
  - a. Up to Ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the Project and receipt by the State of a detailed summary of Project costs from the Grantee found to be satisfactory by the State and a copy of the final products generated with Grant Funds.

If all or any part of the project to be funded under this agreement will be performed by third parties under contract with the grantee, then the Grantee should seek the approval of the Executive Director or his/her designee on the selection of the third party. The Grantee shall then comply with the above paragraph regarding submission and approval of a work program prior to project commencement.

2. Payment Documentation:
  - a. All payment requests must be submitted using a completed Request for Disbursement Form. The grantee shall include in the form its name and address, the number of this agreement, the date of the submission, the amount of the invoice, the period during which the work was actually done, and an itemized description, including time, materials, and expenses incurred, of all work done for which disbursement is requested. The expenses shall be organized by task number from the work plan. The form shall also indicate, per task number from the Work Plan, cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the grant agreement. An authorized representative of the Grantee shall sign the form.
  - b. In connection with submission of each form, the Grantee shall also submit, unless the Executive Director makes a specific exemption, the following:

1. An itemized ledger, in a form approved by an authorized representative, detailing all direct expenditures incurred by the grantee and any subgrantee.
  2. Receipts, travel expense vouchers and claim forms for travel expenses incurred by the Grantee and any subgrantee. The State will reimburse the Grantee for expenses necessary to the project when documented by appropriate receipts. The State will reimburse travel and related expenses at actual costs not to exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations ("CCR"), except that reimbursement may be in excess of these rates upon documentation that these rates are not reasonably available to the Grantee. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented state employees as of the date the cost is incurred. The State will reimburse the Grantee for other necessary expenses if those expenses are reasonable in nature and amount taking into account the nature of the project, its location, and other relevant factors.
  3. Receipts or any other source documents for direct expenditures for any purchase of equipment or materials by the Grantee and any subgrantee.
  4. A supporting progress report from the grantee 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 subgrantee, and comparing it to the status required by the Work Program (budget, timeline, tasks, etc.).
- c. Notwithstanding the foregoing, the Executive Director may request and the Grantee shall provide receipts or other source documents for any other direct expenditure or cost as described in the ledger, as and when necessary to resolve any substantial issue concerning reimbursement.
  - d. The Grantee's failure to fully execute and submit a Request for Disbursement form, including attachment of supporting documents, may relieve the State of its obligation to disburse funds to the Grantee unless and until the Grantee corrects all deficiencies.
  - e. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Grantee shall submit a payment request no more frequently than monthly but no less frequently than quarterly (assuming activity occurred within that quarter). Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.
4. Grant Funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the State must occur before the Completion Date as indicated on the signature page of this Agreement.
  5. Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Work Program approved by the State. Expenditure on items contained in the approved Project Budget may vary by as much as ten percent without prior approval by the State, provided the grantee submits a revised Project Budget prior to requesting disbursement based on the revised budget. In any event, the total amount of the Grant Funds may not be increased, except by written amendment to this agreement.



D. Project Administration

1. Grantee shall promptly provide Project reports with payment requests and upon request by the State. In any event Grantee shall provide the State a report showing total final Project expenditures with the final Request for Disbursement and required closing documents.
2. Grantee shall submit all documentation for Project completion, as applicable, and final reimbursement by the Termination Date.
3. Final payment is contingent upon State verification that Project is consistent with Project Work Program as described in Exhibit A, together with any State approved amendments.
4. This Agreement may be amended by mutual agreement in writing between Grantee and State. Any request by the Grantee for amendments must state the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.
5. Grantee must report to the State in the Project Budget all sources of other funds for the Project.

E. Project Termination

1. Prior to the completion of the Project, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by Grantee which effects performance of this or any other grant agreement or contract entered into with the State.
2. If the State terminates without cause the Agreement prior to the end of the Completion Date, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
3. If the Grantee fails to complete the Project in accordance with this Agreement, or fails to fulfill any other obligations of this Agreement prior to the Termination Date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the Project. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.
4. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement may be cause for suspension of all obligations of the State hereunder.
5. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
6. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, exceeds to an immeasurable and unascertainable extent



the amount of money furnished by the State by way of Grant Funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

F. Hold Harmless

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of State, its officers, agents and employees.
2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Project under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.
3. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and Grantee, their officers, agents or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Audit Requirements and Financial Records

1. Ocean Protection Council projects are subject to audit by the State annually and for three (3) years following the payment of Grant Funds. Grantee shall maintain satisfactory financial accounts, documents and records consistent with the policies outlined in the OPC Grant Funding Procedures for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents and records for three (3) years after final payment and one (1) year following an audit on site. OPC shall maintain all grant records for 35 years at the State Records Center and in perpetuity if funds are granted for acquisition of real property, in accordance with all applicable protocols as updated and required by the State Treasurer's Office.
2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.
3. Grantee shall use applicable generally accepted accounting principles, unless otherwise agreed to by the State.
4. If Grantee stated in the Application for funding and/or Work Plan that other sources of funding will be used to complete the Project, the Grantee shall establish internal systems to track expenditures of matching or in-kind funds on a regular basis and will make the documentation available to the State upon request.

H. Work Products

1. The Grantee agrees that all data, plans, drawings, specifications, surveys, studies, and other written or graphic work produced in the performance of this Agreement, herein referred to as "materials" are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so.
  2. Grantee agrees that the grantee shall use the materials developed with grant funds under this agreement only for the purpose for which the grant funds were requested and no other use of the materials shall be permitted except by written permission.
  3. Grantee must certify the materials developed with grant funds under this agreement shall remain available for public review. This Agreement shall not prevent the transfer of the materials from the Grantee to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.
  4. If the use of the materials is changed to a use that is not permitted by the Agreement, or if the materials are sold or otherwise disposed of, at the State's sole discretion, an amount equal to (1) the amount of the Grant, or (2) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State.
- I. Nondiscrimination
1. The Grantee shall not discriminate against any person on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave in the use of any property or facility acquired or developed pursuant to this Agreement.
  2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.
  3. The completed products shall be available to members of the public generally.

J. Grant Funding Procedures and Funding Request Incorporation

With the exception of adjustments as discussed above, the Grant Funding Procedures and any subsequent changes or additions to the Work Plan approved in by the State are hereby incorporated by reference in to this Agreement as though set forth in full in this Agreement.

K. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

L. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different or subsequent breach by either party.

M. Assignment

Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole, or in part.

N. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Project Manager. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Project Manager, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Director of the OPC. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Director shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Director's decision, the Grantee may appeal to the Executive Director of the OPC who is also the Deputy Secretary for Ocean and Coastal Policy.
2. The Grantee must submit a letter of appeal to the Executive Director explaining why the Deputy Director's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and the response from the Deputy Director. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Director's written decision. The Executive Director shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Executive Director shall be final.

O. Executive Director's Designee

The Executive Director shall designate an Ocean Protection Council Project Manager who shall have authority to act on behalf of the Executive Director with respect to this agreement. The Executive Director shall notify the Grantee of the designation in writing.

P. Insurance

Throughout the term of this agreement, for the life of any asset funded by the grant monies awarded pursuant to this agreement, or for any period of project implementation after the termination date of this agreement, the Grantee shall maintain self-insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the Grantee or its agents, representatives, employees, volunteers, or contractors associated with the project undertaken pursuant to this Agreement. If the Grantee provides funds to any contractor to accomplish any of the work of this Agreement or provides funds to any subgrantee to carry out a project under this Agreement, the Grantee shall first enter into an agreement with each subgrantee or contractor requiring it to provide and maintain liability and property-damage insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the subgrantee or contractor, or its agents, representatives, employees, or volunteers, associated with the project undertaken pursuant to this Agreement. As an alternative, with the written approval of the Executive Director, the subgrantee or contractor may satisfy the coverage required by this section in whole or in part through: (a) its participation in a "risk management" plan, self-insurance program or insurance pooling arrangement, or any combination of these, if

consistent with the coverage required by this section. Required insurance shall be maintained from the commencement date through the completion date of the work undertaken by the subgrantee or contractor under the approved Work Program.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- a. Insurance Services Office ("ISO") Commercial General Liability coverage (occurrence Form CG 0001) or ISO Comprehensive General Liability form (1973) or comparable with Broad Form Comprehensive General Liability endorsement.
- b. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).
- c. Workers' Compensation insurance as required by the Labor Code of the State of California.

2. Minimum Limits of Insurance. Grantee shall maintain coverage limits no less than:

- a. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this agreement or the general aggregate limit shall be twice the required occurrence limit.  
(Including operations, products and completed operations, as applicable)
- b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

3. Use of Watercraft. If the subgrantee or contractor is to engage in project work involving the use of watercraft, it shall provide and maintain insurance covering injury to person or property in connection with the use of watercraft, which may include, as appropriate, an endorsement to a Commercial General Liability policy covering non-owned watercraft liability or Protection and Indemnity Insurance or Jones Act coverage. Coverage shall be in a reasonable amount in light of the nature of the activity and shall be documented and approved by the Executive Director.

4. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Director.

5. Required Provisions. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by certified mail, return receipt requested, has been given to the Ocean Protection Council. The general liability and automobile liability policies are to contain, or to be endorsed to contain, the following provisions:

- a. The State of California, its officers, agents and employees are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Grantee; and with respect to liability arising out of work or operations performed by or on behalf of the Grantee including materials, parts or equipment furnished in connection with such work or operations.
- b. For any claims related to this agreement, the Grantee's insurance coverage shall be primary insurance with respect to the State of California, its officers, agents and employees.
- c. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

6. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Ocean Protection Council and approved in writing by the Executive Director.
7. Verification of Coverage. The Grantee shall furnish the Executive Director with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Director before work commences. The Ocean Protection Council reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.
8. Premiums and Assessments. The Ocean Protection Council is not responsible for premiums and assessments on any insurance policy.
9. Indemnity. The grantee shall agree to indemnify and hold harmless the state of California, acting by and through the Ocean Protection Council, and any employee or agent thereof harmless from any liability, loss or damage that may be suffered as a result of claims, demands, costs or judgments against them arising out of the activities to be carried out pursuant to the obligations of this Agreement, including, but not limited to, the use by Grantee of results obtained from the activities performed under this agreement; provided, however, that any such liability, loss or damage resulting from this agreement was not caused by the gross negligence or malfeasance of the OPC, its employees or agents.



***Work Program for OPC Grant for Collaborative Efforts to Assess SLR Impacts and Evaluate Policy Options for the Monterey Bay Coast***

**Scope of Work**

This project will achieve three key objectives intended to further regional planning for the inevitable impacts associated with sea-level rise (SLR) and the confounding effects of SLR on fluvial processes of two river systems (Soquel Creek and Old Salinas River): 1) Identify what critical coastal infrastructure will be compromised due to SLR and estimate when those risks may occur; 2) Identify how fluvial processes will increase flooding risk to coastal communities in the face of rising seas; and 3) Define appropriate response strategies for these risks and discuss with regional partners the programmatic and policy options that can be adopted for LCP updates.

For the entire Monterey Bay coastline, the project will result in an inventory of river levees and water control structures, temporal flood hazard maps, a regional assessment of protection structures likely to fail under different SLR scenarios, and a report on prioritized protection and upgrades to vulnerable infrastructure. For the Capitola and Moss Landing communities, the project will evaluate the combined impacts of SLR and changes in fluvial processes on municipal infrastructure, disadvantaged populations, and tax parcels. The project will also apply relevant state policies and evaluate adaptation responses for Santa Cruz and Monterey Counties, including how to integrate adaptation response alternatives ranging from “grey to green” into municipal planning documents. The project will support regional discussions on how to implement appropriate adaptation strategies through Local Coastal Program and other planning documents.

**Description of Tasks and Deliverables**

**Task 1. *Project Administration (Ongoing)*:** Monterey County will oversee the completion of this project and participate in the completion of the products listed below. Moss Landing Marine Labs (and fiscal agent Coastal Conservation and Research) will work with Monterey County to manage sub-contracts, complete tasks on time, and complete periodic progress reports.

*Deliverables:* Progress reports and subcontracts

**Task 2. *Sea –Level Rise Modeling, Mapping, and Science (Year 1)*:**

Improve results of the Coastal Conservancy funded Monterey Bay Sea Level Rise Study by including fluvial interactions to define coastal areas vulnerable to sea level rise and changed rainfall patterns (for 2030, 2050, 2100). This task is necessary to define adaptive capacity of existing infrastructure and risks to new development.

**Task 2a – Capitola and Moss Landing specific** - Use the fluvial methodology developed for The Nature Conservancy Coastal Resilience Ventura project, using existing FEMA Hec-RAS models applied to Soquel Creek and Old Salinas River, to evaluate climate change impacts on fluvial flood extents within the Capitola and Moss Landing areas. The resulting flood extent maps will provide both counties and the City of Capitola with site specific temporal flood risk maps that properly reflect the combine impacts of higher sea levels, changes in precipitation patterns, and the resulting changes in storm driven river flows to generate temporal flooding risks maps. These community specific temporal risk maps will be used to evaluate risks to public works infrastructure, private property and transportation corridors and facilitate municipal adaptation planning and building guideline changes.

**Task 2b – Entire region** - Improve upon the results of the Monterey Bay Sea Level Rise Study (funded by the State Coastal Conservancy) by incorporating the results from Task 3a and 3d to generate temporal flood hazard maps for the entire Monterey Bay coastline. These maps will represent areas in more detail that are hydraulically connected to ocean waters for various planning horizons.

**Task 2c.** - Evaluate the utility of various SLR models in making land use decisions, river flooding results will be compared with the Monterey Bay SLR Study, FEMA flood studies, and NOAA SLR Viewer for various planning horizons (2030, 2050, 2100).

*Deliverables:* Maps and report of climate change impacts on fluvial flood extents for Salinas River and Soquel Creek river mouths, and Temporal flood hazard maps for the entire Monterey Bay for various time horizons.

**Task 3. Assessment of Vulnerability to Sea-Level Rise (Year 1 and Year 2):**

**Task 3a - Entire region** - ground truth and expanded upon the work previously done by the Coastal Commission, ESA/PWA, MLML and CSUMB that catalogued existing coastal protection structures. Inventory (i.e. location, type, size, elevation etc.) river levees and water control structures (e.g. storm drains, culverts, lift stations and tide gates, etc.) for the entire Monterey Bay coastline. This task will use techniques similar to those employed for the Humboldt Bay vulnerability assessment.

**Task 3b – Entire region-** Overlay the temporal flood hazard maps (Task 2.b) with the inventory of control structures (task 3a) and available habitat, public access and land uses maps, to identify potentially vulnerable coastal resources and infrastructure subject to erosion, flooding and inundation within given time horizons.

**Task 3c – Entire region** - Evaluate the combined impacts of SLR and changes in fluvial processes (defined by Task 2a- temporal risk maps for Capitola and Moss Landing) on municipal infrastructure, disadvantaged populations, and tax parcels.

**Task 3d – Report compiling results of local and regional analysis** - Summarize the regional assessment of coastal protection structures (task 3.a) likely to fail under different SLR scenarios using regional hazard maps (task 2.b). Inundation that will undermine control structure functionality will be estimated and used to inform the adaptation analyses (task 4). Results will be used to further refine the vulnerable resources assessment (task 3.c) (i.e. tide gate failures that lead to impacts to wetland habitat). A Santa Cruz and Monterey Coastal Vulnerability Report will be produced that prioritize protection and upgrades to vulnerable infrastructure.

*Deliverables:* Shapefiles with FGDC compliant metadata, expanded coastal infrastructure database and Summary Report.

**Task 4. Evaluation of Adaptation Responses (Year 2):** Investigate alternative response options for the defined climate threats to coastal development and natural resources. Support the integration of adaptation response alternatives ranging from “grey to green” into municipal planning documents.

**Task 4.a - Regional-** Review state guidance including the draft CCC Sea Level Rise Adaptation guidance document, and coastal erosion mitigation study and identify applicable protection and adaptation strategies/policies (described at [www.centerforoceansolutions.org/montereybay/strategies/adaptation-action](http://www.centerforoceansolutions.org/montereybay/strategies/adaptation-action)). These strategies will focus on regional policy options and local building guidelines to address the risks and vulnerabilities defined in Task 3d Santa Cruz and Monterey Coastal Vulnerability Reports.

**Task 4b – Regional-** The Center for Ocean Solutions/ Natural Capital Project will use separate funding to employ the INVEST tool to evaluate ecosystem services and secondary economic valuation of protecting/restoring critical coastal habitats (sand dunes, coastal river mouths and estuaries). InVEST enables decision makers to assess tradeoffs associated with alternative management choices and to identify areas where investment in natural capital can enhance human development and conservation. InVEST models are based on production functions that define how an ecosystem's structure and function affect the flows and values of environmental services. The models account for both service supply (e.g. living habitats as buffers for storm waves)



and the location and activities of people who benefit from services (e.g. location of people and infrastructure potentially affected by coastal storms).

*Deliverables:* Report of applicable protection and adaptation strategies under defined circumstances.

***Task 5. Support updates to Local Coastal Program or other coastal plans:***

**Task 5a – Regional-** Host regional Monterey Bay Climate Change Adaptation Technical Advisory Committee meetings made up of members that participated in the 2010-2012 regional Climate planning processes (Counties, IRWMP members, Monterey Bay Sanctuary, Center for Ocean Solutions) and members of The Nature Conservancy - Coastal Resiliency Network project. Further, Santa Cruz and Monterey Counties will partner with MLML and the Nature Conservancy to lead a regional discussion on how to implement appropriate adaptation and protection strategies through LCP and other planning documents.

**Task 5b -** MLML will work with COS to maintain the regional climate preparedness website ([www.climatechangemontereybay.org](http://www.climatechangemontereybay.org)) to share data, vulnerability reports and policy documents with others.

*Deliverables:* Report of meeting outcomes and policy development next steps, maintained Climate Change website populated with Monterey Bay Coastal project products.

**Budget and Schedule Summary**

Task No.	Description	Budget	Completion Date
Task 1	Project Administration	3,000	
	Contract Administration	12,000	6/30/2016
Task 2.	Sea –Level Rise Modeling, Mapping, and Science.		
a.	Evaluate climate change impacts on fluvial flood extents for 2 major watersheds	40,000	7/31/2015
b.	Define vulnerability zones and create coastal and fluvial hazard maps for flood zone planning and update existing FIRMs	13,000	12/15/2015
c.	Evaluate the utility of various SLR models	0	6/15/2016
Task 3.	Assessment of Vulnerability to Sea - Level Rise		
a.	Catalogue river levees and water control structures (e.g. levees, culverts, tide gates, etc.) for the entire Monterey Bay	23,000	3/15/2015
b.	Overlay Monterey Bay SLR study results with infrastructure, habitats and land uses maps	13,000	3/15/2015
c.	Evaluate the combined impacts of SLR and watershed processes on two communities	21,000	9/15/2015
d.	Complete a regional assessment of future functionality of coastal protection structures (2 county coastal vulnerability reports)	10,000	3/15/2016
Task 4.	Evaluation of Adaptation Responses.		
a.	Review state guidance (CCC LCP Policy Guidance Document) and identify applicable protection and adaptation strategies/policies for Santa Cruz and Monterey Counties	15,000	3/15/2015
b.	Use INVEST tool to evaluate ecosystem services and secondary economic valuation of protecting/restoring critical coastal habitats	0	3/15/2016
Task 5.	Updates to Local Coastal Programs and other Coastal Plans		
a.	Lead a regional discussion on appropriate strategies to incorporate adaptation strategies into LCP and Planning documents	0	6/30/2016
b.	Maintain the www.climatechangemontereybay.org website as central location for disseminating regional climate change information	0	6/30/2016
<b>TOTAL</b>		<b>\$150,000</b>	<b>6/30/2016</b>

**Budget Showing Matching Funds**

**Budget Details**

Task No.	Description	OPC Grant Funds	ESA PWA	MLML CCWG	County of Monterey	CCR	Matching Funds	Match source	Task Leads
Task 1	Project Administration	3,000			3,000				MC and MLML
	Contract Administration	12,000				12,000			CCR
Task 2	Sea -Level Rise Modeling, Mapping, and Science								
a.	Evaluate climate change impacts on fluvial flood extents for 2 major watersheds	40,000	40,000				30,000	Ventura Study	ESA PWA
b.	Define vulnerability zones and create coastal and fluvial hazard maps for flood zone planning and update existing FIRMs	13,000	13,000				145,000	Coastal Conservancy MB SLR Study	ESA PWA
c.	Evaluate the utility of various SLR models	0	0				2,000		
Task 3	Assessment of Vulnerability to Sea - Level Rise								
a.	Catalogue river levees and water control structures (e.g. levees, culverts, tide gates, etc.) for the entire Monterey Bay	23,000		23,000					MLML
b.	Overlay Monterey Bay SLR study results with infrastructure, habitats and land uses maps	13,000		13,000			15,000	Municipal staff support	MLML/ Counties
c.	Evaluate the combined impacts of SLR and watershed processes on two communities	21,000	4,200	16,800			0		MLML/ ESA PWA
d.	Complete a regional assessment of future functionality of coastal protection structures (2 county coastal vulnerability reports)	10,000	5,000	5,000			10,000	Municipal staff support	MLML/ ESA PWA
Task 4	Evaluation of Adaptation Responses.								
a.	Review state guidance (CCC LCP Policy Guidance Document) and identify applicable protection and adaptation strategies/policies for Santa Cruz and Monterey Counties	15,000		15,000			5,000	TAC member participation	MLML
b.	Use INVEST tool to evaluate ecosystem services and secondary economic valuation of protecting/restoring critical coastal habitats	0					20,000	Natural Capital Project	NCP
Task 5	Updates to Local Coastal Programs and other Coastal Plans								
a.	Lead a regional discussion on appropriate strategies to incorporate adaptation strategies into LCP and Planning documents	0					4,000	Staff Services	Monterey County
b.	Maintain the www.climatechangemontereybay.org website as central location for disseminating regional climate change information	0					3,000	Website maintenance	COS
<b>TOTAL</b>		<b>\$150,000</b>	<b>\$62,200</b>	<b>\$72,800</b>	<b>\$3,000</b>	<b>\$12,000</b>	<b>\$234,000</b>		

**Notes on Match Source:**

- Task 2a ESA/PWA will use fluvial models developed by The Nature Conservancy for the Ventura river basin.
- Task 2b ESA/PWA will provide newly completed LIDAR interpretation maps that estimate the temporal threats of SLR and coastal bluff erosion associated with climate change.
- Task 3c&d Staff from Monterey and Santa Cruz counties and the City of Capitola will work with the science team to provide necessary GIS base maps, review draft vulnerability estimates and participate in regional meetings.
- Task 4a TAC members will provide guidance on infrastructure vulnerability interpretation and identify potential adaptation options to respond to those threats
- Task 4b The Stanford Natural Capital Project has received Packard grant funding to evaluate the natural resource threats and opportunities to use habitat restoration to reduce coastal impacts of SLR.
- Task 5a Monterey County Staff will support a regional discussion regarding adaptation strategies and mechanisms to include such strategies in LCP updates.
- Task 5b The Center for Ocean Solutions will maintain and update their website to host results of this project and support regional information exchange among municipalities.

**STAFF RECOMMENDATION**

Item 6

**TO:** Ocean Protection Council

**FROM:** Abe Doherty, Project Manager

**DATE:** November 21, 2013

**RE:** Project Selection for First Round of Local Coastal Program Sea-level Rise Grant Program

**ATTACHMENTS:**

- 1) November 29, 2012 OPC Staff Recommendation (Approval of Funding for the Grant Program)
- 2) March 27, 2013 OPC Staff Recommendation (Approval of Program Priorities and Selection Criteria and Application for the Grant Program)
- 3) Grant Program Announcement
- 4) Summary of Proposals Submitted for the First Round of the Grant Program

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**RECOMMENDED ACTION:** Approval of projects for the first round of the Local Coastal Program Sea-level Rise Grant Program.

**LOCATION:** Statewide

**STRATEGIC PLAN OBJECTIVE:** Climate Change

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**RESOLUTION AND FINDINGS:**

Staff recommends that the Ocean Protection Council adopt the following resolution pursuant to Sections 35500 *et seq.* of the Public Resources Code and the Local Coastal Program Sea-level Rise grant guidelines adopted by the Ocean Protection Council on March 27, 2013:

“The Ocean Protection Council hereby approves the projects recommended by staff from the Ocean Protection Council, State Coastal Conservancy and California Coastal Commission as being consistent with the previously adopted grant selection criteria for the Local Coastal Program Sea-level Rise Grant Program.

Staff further recommends that the Ocean Protection Council adopt the following findings:

“Based on the accompanying staff report and attached exhibits, the Ocean Protection Council hereby finds that:

1. The proposed projects are consistent with the purposes of Division 26.5 of the Public Resources Code, the Ocean Protection Act.
2. The proposed projects are consistent with the Ocean Protection Council's Grant Funding Procedures (Interim Standards and Protocols, August 2013).”

**BACKGROUND:**

In November of 2012, the Ocean Protection Council (OPC) approved \$2,500,000 for competitive grants to provide funds for local and regional vulnerability assessments and updates to Local Coastal Programs and other Coastal Act authorized plans to address sea-level rise, coastal hazards and other climate change-related impacts (Exhibit 1). This authorization was subject to the condition that the OPC approve the grant criteria prior to soliciting grant proposals. On March 27, 2013, the OPC approved the grant criteria and application form for the grant program and authorized staff to solicit and evaluate proposals, subject to the condition that the OPC shall approve final selection of any grants under this program (Exhibit 2).

Staff from the Ocean Protection Council, Coastal Conservancy and the Coastal Commission have worked together to write the grant program announcement, answer questions from potential applicants, review the

applications and develop recommendations for the projects which best fit the grant selection criteria. Eighteen (18) applications were submitted, requesting a total of \$3.8 million (Exhibit 4). Refer to the Project Summary Section for a description of the seven projects that are recommended for funding, for a total of \$1,305,000. A second round of the grant program for the remaining funds will be announced in 2014.

### **PROGRAM DESCRIPTION:**

Sea-level rise, extreme high tides, storms and coastal erosion are already impacting California's coast and the impacts will increase as sea-level rise accelerates due to changing climatic conditions. These impacts are unfolding differently in each region of the coast depending on the shoreline structure, development patterns and many other variables. Understanding, planning for, and reducing risk from these impacts must be done at the local, regional, and statewide scale in a collaborative manner. The purpose of these grants is to fund this work, particularly through local coastal planning pursuant to the California Coastal Act.

This grant program is focused on addressing sea-level rise in order to update Local Coastal Programs (LCPs) and other plans authorized under the Coastal Act such as Port Master Plans, Long Range Development Plans and Public Works Plans, which are fundamental planning documents for the California coast. LCPs and other Coastal Act authorized plans are required by the Coastal Act for each coastal jurisdiction, and are the basic planning and regulatory tool that guides development in the coastal zone in conformity with Coastal Act goals and policies. These plans must specify the kind, location, and intensity of land uses, the applicable resource protection and development policies and implementing ordinances. LCPs and other Coastal Act authorized plans are prepared primarily by local governments, and once certified, these plans govern most coastal permit decisions that can affect the short- and long-term conservation and use of coastal resources. Following adoption by the local planning authority, an LCP or other Coastal Act authorized plan is submitted to the Coastal Commission, which reviews and certifies as consistent with State law.

The purpose of this grant program is to support and encourage local governments and other entities responsible for planning under the Coastal Act to address sea-level rise as they develop and adopt updated plans that conserve and protect coastal resources, such as public accessways and recreation sites, environmentally sensitive habitat areas and other coastal and terrestrial resources, agricultural areas, new and existing development, coastal-dependent and visitor-serving uses, critical infrastructure, and other resources and priority uses identified by the Coastal Act. Grant funds will pay for technical planning work, evaluation of planning alternatives and transfer of this information to other jurisdictions; it is also the intent of this program to develop adaptation planning examples and/or ordinances that could be used by multiple jurisdictions. Finally, it is the goal of this program to encourage proactive planning that will protect public resources (including ecosystem function and public recreation) in the face of rising sea-levels and other impacts.

### **CONSISTENCY WITH ADOPTED SELECTION CRITERIA**

The staff from OPC, Coastal Commission and Coastal Conservancy reviewed the proposals using the following selection criteria that were developed by staff from these agencies and approved by the OPC in March 2013. The projects recommended for approval are consistent with these selection criteria.

1. **Likelihood of adoption/approval/implementation** – The applicants for projects recommended for funding explained specifically how the grant will support updating of an LCP (or other Coastal Act authorized plan) to address sea-level rise. All of the applicants recommended for funding adopted resolutions committing to addressing sea-level rise and completing an LCP Amendment submittal to the Commission for updating the LCP.
2. **Public Benefit** – The review team gave priority in awarding of grant funds to projects that committed to maximize public benefits of the coast in addressing sea-level rise as articulated in the



Coastal Act and California Ocean Protection Act. These benefits include: preserving and enhancing habitat such as coastal wetlands and natural lands, conserving biodiversity, protecting, providing and enhancing public access, protecting priority land uses such as coastal dependent development and recreational opportunities and protecting visitor-serving amenities.

3. **Use of Best Available Science** – The review team considered whether applicants were proposing to use the best available science on sea-level rise in projects, and will continue to work with the entities implementing projects funded through this grant program to ensure that they consider the recommendations presented in the State of California Sea-Level Rise Guidance and other key references. As required by the application process, all of the applicants submitted preliminary analysis of potential impacts from sea-level rise using the NOAA Coastal Services Center Sea-level rise and Coastal Flooding Impacts Viewer or other readily-available planning tools.
4. **Effectiveness** - The goal of these grants is to encourage local entities to conserve and protect coastal resources, such as such as public accessways and recreation sites, environmentally sensitive habitat areas and other coastal and terrestrial resources, agricultural areas, new and existing development, coastal-dependent and visitor-serving uses, critical infrastructure, and other resources and priority uses identified by the Coastal Act. Applicants for projects recommended for funding demonstrated how the proposed project will be effective in conserving and protecting these resources from future impacts from sea-level rise and related climate change impacts through changes in LCPs or other applicable plans, and how the proposed projects build upon or complements existing efforts that may be underway or completed for their local jurisdiction
5. **Urgency and Need** – The projects selected by the review team demonstrated urgency due to the specific resources that are at risk from sea-level rise and the relationships with planning decisions that will have long-lasting effects
6. **Transferability** – The projects recommended by the review team address issues in a manner that may be useful as a model for other communities and will result in analysis, strategies, or draft ordinance language that may be used by other communities. Staff will continue to work with grantees to include in the work program specific activities to actively share information with others and to report on lessons learned.
7. **Matching Funds/Leverage** – The review team considered the extent to which the applicants were able to provide matching funds or leverage resources and concluded that the applicants for the selected projects demonstrated their capacity to achieve the proposed work.

## RECOMMENDED PROJECTS

Based on a collaborative review process with staff from the Coastal Conservancy, Coastal Commission and OPC using the adopted criteria for the LCP Sea-level Rise Grant Program, OPC staff recommend that the Council approve funding seven projects from the first grant round. See Exhibit 4 for additional information on all of the proposals that were received.

### **City of Eureka General Plan Update: Coastal Land Use Policy – Sea-level Rise Adaptation Strategies and Policies**

Staff recommends providing \$250,000 to the City of Eureka to implement a project that will support modeling to enable the City to update the LCP for coastal areas vulnerable to flooding. The City has committed approximately \$1,250,000 to support the General Plan Update and estimates that it will contribute an additional \$1- \$1.3 million for in-kind services related to the General Plan and LCP Update.

#### **City of Morro Bay Sea-level Rise Vulnerability Assessment and Policy Framework**

Staff recommends providing \$250,000 to the City of Morro Bay to prepare a sea-level rise vulnerability assessment to support the LCP and General Plan update. The City will use the outcomes of the vulnerability assessment to identify a policy framework based on the concept of natural infrastructure and an informed approach to coastal wetlands, natural lands, and habitat management. The City has committed \$76,000 and \$67,000 in-kind services to support the project.

#### **Capacity Building and Information Acquisition for Sea-level Rise Planning in the Los Angeles Greater Metropolitan Region**

Staff recommends providing a grant of \$235,000 to the City of Santa Monica to support a regional sea-level rise and coastal storms study to examine coastal erosion and shoreline change along the Los Angeles region coastline to enhance sea-level rise planning and protection of coastal assets, populations, and economies of participating jurisdictions. Regional partners are committing approximately \$180,000 of in-kind services and this grant will leverage significant investments by other agencies to model climate change impacts in southern California.

#### **Collaborating on Sea-level Marin: Adaptation Response Team**

Staff recommends providing \$200,000 to the County of Marin to address vulnerabilities to sea-level rise and define adaptation strategies that will increase the resiliency of the coastal resources of Marin. The County has committed \$81,000 in matching and the project will build upon funding from other partners and the collaborative work of the Our Coast Our Future project, which is valued at approximately \$1,640,000.

#### **Sonoma County LCP Update: Sea-level Rise Assessment and Adaptation**

Staff recommends providing a grant of \$150,000 to the County of Sonoma to support a technical assessment that will support the County in including sea-level rise as part of an LCP update that the County is currently conducting. The grant will also support the development of a range of policy options and implementation strategies to address the impacts of sea level rise. The County has committed \$315,000 for the LCP update and the total funding from other sources is an additional \$1.9 million.

#### **Collaborative Efforts to Assess Sea-level Rise Impacts and Evaluate Policy Options for the Monterey Bay Coast**

Staff recommends providing \$150,000 to the County of Monterey to collaborate with the County of Santa Cruz to compile data to complete a regional vulnerability assessment and evaluate adaptation responses to sea level rise. Other funding for this regional project totals approximately \$250,000 and \$69,000 of in-kind services.

#### **City of Half Moon Bay Local Coastal Program**

Staff recommends providing \$70,000 to the City of Half Moon Bay to assess existing conditions, trends and vulnerabilities associated with sea-level rise and to identify adaptive capacities and evaluate alternatives and draft a Land Use Plan based on this information. The City has committed \$250,000 for this fiscal year for updating the LCP.

### **PROGRAM FINANCING**

Ocean Protection Council	\$1,305,000
Matching Funds	<u>\$1,972,000</u>
Total Project Cost	\$3,277,000

The anticipated source of funds will be the fiscal year 2008 appropriation from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84). Proposition 84 authorizes the use of these funds for purposes consistent with Section 35650 of the Public

Resources Code, establishing the California Ocean Protection Trust Fund (Pub. Res. Code § 75060(g)). Under section 35650(b), Ocean Protection Trust Fund monies may be expended for projects authorized by the OPC that are identified as appropriate Trust Fund purposes. These purposes include projects that provide funding for adaptive management, planning, coordination, and other activities to minimize the adverse impacts of climate change, including sea-level rise on California's ocean ecosystem. (Pub. Res. Code § 35650(b)(2)(J)). Modernizing local coastal plans will directly improve the management of coastal and ocean resources as specified by this section. Any information developed under the grants which identifies early action measures for the elimination or reduction of emissions from greenhouse sources will be shared with the California Air Resources Board, consistent with PRC § 35650(b)(2)(J)(ii)

#### **CONSISTENCY WITH CALIFORNIA OCEAN PROTECTION ACT:**

See Exhibit 1: November 29, 2012 OPC Staff Recommendation

#### **CONSISTENCY WITH THE OPC'S STRATEGIC PLAN:**

See Exhibit 1: November 29, 2012 OPC Staff Recommendation

#### **CONSISTENCY WITH THE OPC'S GRANT PROGRAM FUNDING GUIDELINES:**

The OPC previously resolved that the LCP Sea-level Rise Grant Program is consistent with the OPC's Grant Program Funding Guidelines that were adopted on November 20, 2008 (see Exhibit 1 - November 29, 2012 OPC Staff Recommendation). The OPC adopted specific criteria and a grant application to use to evaluate projects for this grant round on March 27, 2013. The projects recommended for selection under the grant program are also consistent with the Interim Standards and Protocols for the OPC Grant Funding Procedures (August 2013) in the following respects:

1. **Project Eligibility** – The projects recommended for funding under the LCP Sea-Level Rise Grant Round are consistent with the California Ocean Protection Act and the OPC Strategic Plan and are directly related to the coast, associated estuaries and coastal-draining watersheds since they all pertain to projects that address sea-level rise vulnerabilities. All of the projects recommended for funding are supported by resolutions adopted by the governing bodies of local governments, indicating demonstrable support from the public. The selected projects are of greater-than-local interest since they all involve urgent vulnerabilities to sea-level rise and are designed to support transferability to other jurisdictions.
2. **Applicant Eligibility** – All of the proposed projects are led by local governments.
3. **Program Priorities** – The projects recommended for funding under the Grant Round support implementation of the OPC's Strategic Plan, including the following goals:
  - Improve decision-making through use of best available science by state entities and agencies charged with ocean and coastal stewardship.
  - Prepare for and reduce harmful impacts of climate change on coastal development and infrastructure, public health and safety, the economy, and ecosystems by encouraging adaptation to climate change and engaging decision makers at all levels of government.
  - Reduce the negative impacts of land-based activities on marine ecosystems and the state's coastal and ocean economy.

#### **COMPLIANCE WITH CEQA:**

The proposed projects are categorically exempt from review under the California Environmental Quality Act ("CEQA") pursuant to 14 Cal. Code of Regulations Section 15306 because they involve data collection, research and resource evaluation activities that will not result in a serious or major disturbance to an



environmental resource; and Section 15262 in that they involve feasibility or planning studies for possible future actions which have not yet been approved, adopted or funded. Staff will file a Notice of Exemption upon approval by the OPC.



## **OPC Sea Level Rise Grant: Collaborative Efforts to Assess SLR Impacts and Evaluate Policy Options for the Monterey Bay Coast (2014)**

### TEAM MEMBERS STATEMENTS OF QUALIFICATION

#### **Team Partners:**

**Monterey County (contract lead), Coastal Conservation and Research (contract administrator), Central Coast Wetlands Group @ Moss Landing Marine Labs (project management and coastal resource assessment), Santa Cruz County and City of Capitola (policy guidance and project support), ESA/PWA (coastal impact modeling)**

The Monterey Bay Coastline OPC Sea Level Rise Grant program will use the expertise of numerous local research and policy institutions in the region to ensure successful completion of the described tasks. Attached are statements of qualification of primary partners responsible for task deliverables budgeted within the referenced contract.



# CENTRAL COAST WETLANDS GROUP



2014

Statement of Qualifications



# About



## MISSION

*To coordinate the advancement of wetland science and management on the Central Coast.*

## WHO WE ARE

The Central Coast Wetlands Group (CCWG) is a wetlands research and restoration group serving the Central Coast of California. Housed at Moss Landing Marine Laboratories, we work closely with regional and state partners to expand the wetland science and policy dialog between researchers, resource managers, landowners and policy makers. Our efforts support local research, the development of tools and programs to better manage wetland resources, and host workshops and symposia that foster constructive problem solving among diverse stakeholders. By collaborating with other research and resource management organizations on wetland-related efforts, our collective knowledge and expertise can be leveraged to improve the condition of local wetlands and management of the services they provide.

## ORGANIZATIONAL OBJECTIVES

- Advocate for additional state and federal, as well as provide, resources to advance the science of wetland restoration and management on the Central Coast.
- Support standard monitoring and assessment techniques and the creation of a Central Coast wetland monitoring program.
- Provide a regional voice to state decision makers
- Provide regional perspective in developing restoration objectives and policy

- Build capacity for long term wetland management
- Support stronger wetlands conservation policies and reduce the threat from future land use changes.

## WHERE WE WORK

Though our habitat and water quality restoration and coordination work is focused in California's Central Coast, our wetland research efforts have expanded to the entire state. This statewide work takes us to all corners of California to perform wetland assessments. We also provide a regional voice to the development of statewide wetland protection policy and monitoring programs. Furthermore, our watershed assessment work has expanded to sites along the entire coast of California.

## CONTACT

Central Coast Wetlands Group  
Moss Landing Marine Laboratories  
8272 Moss Landing Rd  
Moss Landing, CA 95039  
(831) 771-4463  
[www.centralcoastwetands.org](http://www.centralcoastwetands.org)

# Key Personnel



## **ROSS CLARK, *Program Director***

### **Education:**

M.S. Marine Sciences; Ecology, Moss Landing Marine Laboratories, 1996.

B.A. Aquatic Biology, UC Santa Barbara, 1990.

### **Summary and Expertise:**

Ross has broad-based experience in environmental program development for coastal communities including: wetlands restoration and ecology, nutrient load reductions through wetland restoration and algal cultures, integration of environmental objectives into agricultural businesses and municipal planning, and climate change impacts from sea level rise. He has a strong background in program development, contract management and grant implementation.

## **KEVIN O'CONNOR, *Program Manager and Wetland Scientist***

### **Education:**

M.S. Biology, San Diego State University, 2007

B.S. Biology and Environmental Studies, UC Santa Cruz, 2004

### **Summary and Expertise:**

Kevin O'Connor is an ecologist specializing in wetland restoration, monitoring and assessment, and is the Project Manager for CCWG. Kevin is involved with wetland and upland restoration in the Moro Cojo Slough, the development of a rapid assessment method (CRAM) for multiple wetland types in California, and participation with the California Wetlands Monitoring



Workgroup. He also serves as one of the central coast liaisons for the Level 2 Committee of the CWMW.

### **SIERRA RYAN, *Program Coordinator and Researcher***

#### **Education:**

M.S. Environmental Sustainability, University of Edinburgh, 2007

B.A. Environmental Studies, UC Santa Barbara, 2005

#### **Summary and Expertise**

In October 2007 Sierra started working at Moss Landing Marine Labs, and since 2008 she has been the CCWG Program Coordinator. She is a CRAM practitioner, website designer, grant writer, and trained in GIS. Sierra is the CCWG lead for historical ecology. She represents CCWG at the Greater Monterey County IRWMP, coordinates the Water Resource Project Coordination process, and coordinates most meetings hosted by CCWG.

### **CARA CLARK, *Senior Wetland Scientist***

#### **Education:**

M.S. Coastal and Watershed Science and Policy, CSU Monterey Bay, 2008

B.S. Earth Science with a focus in Environmental Geology, UC Santa Cruz, 2002

#### **Summary and Expertise**

Cara Clark is a wetland scientist specializing in monitoring and restoration of wetland systems. She has worked at Moss Landing Marine Labs since 2003 restoring wetlands and dunes and developing a wetland rapid assessment method (CRAM). She has expertise in botany and designing plant palettes for restoration projects. She was the lead for California's participation in the 2011 National Wetland Condition Assessment. Current research using CRAM includes the development and validation of modules for wet meadows, depressional wetlands, vernal pools, bar-built estuaries, and arid streams.

### **SARAH STONER-DUNCAN, *Project Associate***

#### **Education**

M.S. Environmental Studies; Conservation Education, Antioch University New England, 2010

B.A. Environmental Studies, UC Santa Cruz, 2004

#### **Summary and Expertise**

Sarah began working for CCWG in 2011 and has been involved in numerous projects and programs, including helping to lead CCWG's regional climate change adaptation planning efforts, managing the Santa Rita Creek Restoration Project, leading local outreach and education efforts, conducting local and state-wide wetland assessments, and helping to develop the bar-built

estuarine CRAM module. She is a CRAM practitioner and journeyman trainer. Sarah also produces CCWG's communication and graphic materials and assists in grant writing.

### **JASMINE RUVALCABA, *Restoration Manager***

#### **Education**

M.S. Marine Science, Moss Landing Marine Laboratories, 2014

B.S. Marine and Coastal Ecology, CSU Monterey Bay 2007

#### **Summary and Expertise**

Since 2008, Jasmine has been organizing, implementing, and managing local restoration projects around the Moro Cojo watershed. As greenhouse manager she collects, propagates, and supervises all growing activities of local native plants for projects. As habitat manager of local restoration projects, she applies adaptive weed management practices and monitors habitats through vegetation surveys. Jasmine is CRAM trained and has experience in water quality testing. She is very interested in the mitigation of agricultural runoff through wetland systems.

### **KIM NULL, *Postdoctoral Researcher***

#### **Education**

Ph.D. Marine Chemistry; North Carolina State University, 2010

M.S. Geology; Indiana University-Purdue University Indianapolis, 2005

B.S. Environmental Science and Public Health; IUPUI, 2000

#### **Summary and Expertise**

Kim is a marine chemist whose research focuses on groundwater discharge, nutrient pollution and eutrophication in coastal environments. Kim started working at Moss Landing Marine Labs and CCWG in 2014. She has been involved in numerous research projects investigating the role of groundwater in delivering nutrients to estuarine ecosystems, nutrient cycling and budgets in sediments and surface waters, and anthropogenic impacts on nutrient loading.

### **CHARLIE ENDRIS, *GIS Specialist***

#### **Education**

M.S. Marine Sciences; Geological Oceanography, Moss Landing Marine Labs, 2009

B.A. Geology, Hamilton College, 1998

#### **Summary and Expertise**

Charlie has a background in geology and geomorphology and specializes in geospatial analyses of marine and terrestrial environments. His research has involved the use of a terrestrial laser scanner (TLS) to identify and measure fine-scale changes of tidal creek banks and mudflats in

Elkhorn Slough. Charlie serves as the GIS Specialist with the Elkhorn Slough Foundation and as lead project manager at the Center for Habitat Studies in Moss Landing. He began work with CCWG in 2011 and is currently working on mapping wetland habitats as part of the California Aquatic Resources Status and Trends Monitoring program.

## **JASON ADELAARS, *GIS Specialist***

### **Education**

M.S. Coastal & Watershed Science and Policy, CSU Monterey Bay, 2012

B.A. Environmental Science with a focus on soil and water chemistry, UC Riverside, 2005

### **Summary and Expertise**

Jason has a broad skillset in marine and terrestrial environmental monitoring, GIS analysis, data management, and computer programming. He spent the first 5 years of his post-undergraduate career monitoring soil and groundwater contamination throughout California. He earned his graduate degree in an effort to diversify his science education into marine ecosystems. He has been with Moss Landing Marine Labs since September 2013, performing a variety of tasks including: program management, GIS analysis, and maintaining a network of seawater and meteorological sensors.

## SECTION C

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### Staff



For this project, ESA brings together a creative and integrated team of engineers, scientists and geomorphologists dedicated to adaptation planning and sustainable management of our coasts. We have proposed staff familiar with Monterey Bay who bring specific and proven expertise conducting coastal processes analysis and developing coastal hazard maps, as well as providing agencies with technical support on sea level rise planning and vulnerability assessments. ESA's staff of civil engineers, and hydrologists, coastal scientists and geomorphologists have years of technical and field experience in coastal and watershed management, marine and fluvial hydrologic and hydraulic analysis, sediment transport modeling, environmental planning, computer modeling and shoreline flood hazard determination.

### Project Team

The ESA team will be managed by James Gregory, PE who will also lead the river modeling. Dr. David Revell will work directly with MLML and others providing technical support for coastal geomorphology and hazard mapping. Bob Battalio, PE, as Project Director, will provide senior-level project oversight, Quality Control and Assurance and climate change adaptation expertise. Louis White, PE, will provide coastal engineering. Elena Vandebroek, PE and James Jackson will provide GIS mapping and other technical services.

Detailed resumes for these staff follow this page.

## **ESA Staff Scientists**

### **ROBERT BATTALIO, P.E.**

**Project Director / Vice President and Chief of Engineering**

A registered professional engineer with a Masters in Engineering from UC Berkeley, Bob Battalio has 25 years of experience with flood management, restoration design, coastal engineering, preparation of construction documents, and project management. His training and work experience is focused in the coastal and estuarine areas, wetland and creek restoration design, and waterfront civil engineering projects. His experience in San Francisco Bay includes the BCDC sea level rise study published in 1990, and multiple wetland restoration, dredging, shore armoring and shore modification projects. Bob was also one of the study leaders in the development of FEMA's Pacific Coast Flood Hazard Mapping Guidelines, as well as Project Director for a study of coastal erosion response to climate change for Pacific Institute and the California Ocean Protection Council. Bob is assisting Alameda County and FEMA by reviewing Bay flood studies and developing their methodology for coastal flood mapping in Alameda County.

### **JAMES M. GREGORY, PE**

**Hydrologist / Hydraulic Modeling**

James is a hydrologist with a background in water quality, flood management, and hydrologic modeling. He earned his Master of Science degree in Environmental Engineering from the University of California, Berkeley, with a focus on groundwater hydrology, advanced fluid mechanics, applied stream ecology, aqueous geochemistry, and environmental physical and chemical processes. As part of ESA's Fluvial Team, James focuses on hydrologic and hydraulic modeling for flood studies and river restoration projects. He helped develop conceptual alternatives for flood reduction using HEC-RAS in the lower reach of San Francisquito Creek (San Jose), he developed hydrologic models to assess the impact of impervious land development on the hydrodynamics of the Winter Creek watershed (Berkeley), he developed and calibrated a model of the system using the Bay Area Hydrologic Model (BAHM) to estimate flow statistics for San Mateo Creek, and he performed field surveying and subsequent hydraulic modeling for weir structures on Kellogg Creek (Calistoga) to aide in the establishment of new weir designs to facilitate fish migration.

### **JAMES ROBERT JACKSON, EIT**

**GIS and Geomorphology**

James has a masters in Environmental Engineering with experience in hydraulics, hydrology, and fluvial geomorphology. He has experience as a field technician surveying rivers and streams in the Sierra Nevada Mountains. James has also worked as a research technician performing background literature research and review, post processing hydrodynamic model results, performing data analysis, and report writing. He joined ESA in 2012 as part of the Design team, providing CAD and field support for fluvial and wetland restoration projects and has experience developing three-dimensional grading plans used in design. James also works on ESA's Fluvial and Coastal teams performing geomorphic technical analyses, data analysis, hydrologic and hydraulic modeling, and preparing reports.

## **DAVID L. REVELL, Ph.D.**

### **Senior Coastal Geomorphologist**

As an independent contractor to ESA, Dr. David Revell is a coastal geomorphologist with 10 years experience studying marine, coastal and estuarine processes, in particular in the management of coastal processes and marine resources. He has been involved in a variety of community stakeholder processes ranging from evaluating erosion hazard alternatives to fisheries management, water quality, and marine spatial planning. Much of his work has involved using Geographical Information Systems (GIS) to facilitate communication of science to inform decision making. He received his M.S. in 2000 from Oregon State University in Marine Resource Management with an Emphasis on Earth Science Information and Technology. He received his Ph.D. in Earth Sciences in 2007 with his research focusing on shoreline evolution, storm response, and coastal monitoring in Santa Barbara and Ventura Counties. He has served as an advisor on a range of topics related to ocean and coastal management especially at the intersection of how physical processes and alterations affect habitats, sensitive species, and human use. Prior to that, he served as a technical advisor to the Oregon Coastal Management Program on regional coastal hazards assessments and GIS. His work on the Baja to Bering Initiative provided valuable contributions to informing marine planning along the coasts of Canada, the US, and Mexico. Currently, he serves as a science advisor to CoastalCOMS, an international coastal monitoring company based in Australia.

## **ELENA E. VANDEBROEK, PE**

### **Deputy Project Manager / Modeling and GIS**

Elena Vandebroek is an environmental engineer specializing in the analysis of hydrodynamic processes in coastal and estuarine ecosystems. She completed both her undergraduate and graduate studies at Cornell University, receiving a bachelor's degree in Biological Engineering and a master's degree in Environmental Engineering with a focus on Environmental Fluid Mechanics and Hydrology. Her work at ESA includes GIS analysis, hydrologic modeling, and geomorphic technical analyses in support of coastal, fluvial, and estuarine management and restoration projects in the San Francisco Bay and along the Pacific Coast.

## **LOUIS WHITE, P.E.**

### **Project Engineer**

Louis is a coastal engineer specializing in coastal flood processes and tidal restoration design. He integrates coastal and estuarine physical dynamics with project constraints and objectives to achieve optimal construction design and implementation. His experience includes technical and project management for hydraulic and hydrologic analyses, feasibility studies, and design and cost estimation at various project phases, including field data collection, conceptual design, preliminary design, and final design/construction documentation.

## Attachment C: Schedule of Performance

Task No.	Description	Budget	Completion Date
<b>Task 1</b>	<b>Project Administration</b>	3,000	
	<b>Contract Administration</b>	12,000	6/30/2016
	<b>Task 2. Sea –Level Rise Modeling, Mapping, and Science.</b>		
a.	Evaluate climate change impacts on fluvial flood extents for 2 major watersheds	40,000	7/31/2015
b.	Define vulnerability zones and create coastal and fluvial hazard maps for flood zone planning and update existing FIRMs	13,000	12/15/2015
c.	Evaluate the utility of various SLR models	0	6/15/2016
	<b>Task 3. Assessment of Vulnerability to Sea - Level Rise</b>		
a.	Catalogue river levees and water control structures (e.g. levees, culverts, tide gates, etc.) for the entire Monterey Bay	23,000	3/15/2015
b.	Overlay Monterey Bay SLR study results with infrastructure, habitats and land uses maps	13,000	3/15/2015
c.	Evaluate the combined impacts of SLR and watershed processes on two communities	21,000	9/15/2015
d.	Complete a regional assessment of future functionality of coastal protection structures (2 county coastal vulnerability reports)	10,000	3/15/2016
	<b>Task 4. Evaluation of Adaptation Responses.</b>		
a.	Review state guidance (CCC LCP Policy Guidance Document) and identify applicable protection and adaptation strategies/policies for Santa cruz and Monterey Counties	15,000	3/15/2015
b.	Use INVEST tool to evaluate ecosystem services and secondary economic valuation of protecting/restoring critical coastal habitats	0	3/15/2016
	<b>Task 5. Updates to Local Coastal Programs and other Coastal Plans</b>		
a.	Lead a regional discussion on appropriate strategies to incorporate adaptation strategies into LCP and Planning documents	0	6/30/2016
b.	Maintain the www.climatechangemontereybay.org website as central location for disseminating regional climate change information	0	6/30/2016
<b>TOTAL</b>		<b>\$150,000</b>	6/30/2016





## Attachment D – Project Budget

Task No.	Description	OPC Grant Funds	ESA PWA	MLML CCWG	County of Monterey	CCR	Matching Funds	Match source	Task Leads
<b>Task 1</b>	<b>Project Administration</b>	3,000			3,000				MC and MLML
	Contract Administration	12,000				12,000			CCR
	<b>Task 2. Sea –Level Rise Modeling, Mapping, and Science.</b>								
a.	Evaluate climate change impacts on fluvial flood extents for 2 major watersheds	40,000	40,000				30,000	Ventura Study	ESA PWA
b.	Define vulnerability zones and create coastal and fluvial hazard maps for flood zone planning and update existing FIRMS	13,000	13,000				145,000	Coastal Conservancy MB SLR Study	ESA PWA
c.	Evaluate the utility of various SLR models	0	0				2,000		
	<b>Task 3. Assessment of Vulnerability to Sea - Level Rise</b>								
a.	Catalogue river levees and water control structures (e.g. levees, culverts, tide gates, etc.) for the entire Monterey Bay	23,000		23,000					MLML
b.	Overlay Monterey Bay SLR study results with infrastructure, habitats and land uses maps	13,000		13,000			15,000	Municipal staff support	MLML/ Counties
c.	Evaluate the combined impacts of SLR and watershed processes on two communities	21,000	4,200	16,800			0		MLML/ ESA PWA
d.	Complete a regional assessment of future functionality of coastal protection structures (2 county coastal vulnerability reports)	10,000	5,000	5,000			10,000	Municipal staff support	MLML/ ESA PWA
	<b>Task 4. Evaluation of Adaptation Responses.</b>								
a.	Review state guidance (CCC LCP Policy Guidance Document) and identify applicable protection and adaptation strategies/policies for Santa cruz and Monterey Counties	15,000		15,000			5,000	TAC member participation	MLML
b.	Use INVEST tool to evaluate ecosystem services and secondary economic valuation of protecting/restoring critical coastal habitats	0					20,000	Natural Capital Project	NCP
	<b>Task 5. Updates to Local Coastal Programs and other Coastal Plans</b>								
a.	Lead a regional discussion on appropriate strategies to incorporate adaptation strategies into LCP and Planning documents	0					4,000	Staff Services	Monterey County
b.	Maintain the www.climatechangemontereybay.org website as central location for disseminating regional climate change information	0					3,000	Website maintenance	COS
<b>TOTAL</b>		<b>\$150,000</b>	<b>\$62,200</b>	<b>\$72,800</b>	<b>\$3,000</b>	<b>\$12,000</b>	<b>\$234,000</b>		



## APPENDIX B - ELIGIBLE COSTS

Direct costs necessary for the development of the OPC project and incurred during the Project Performance Period specified in the Grant Agreement will be eligible for reimbursement. All eligible costs must be supported by appropriate documentation. Costs incurred outside of the performance period are not eligible for funding. Consistent with the requirements of State Administrative Manual section 8756, indirect costs up to 25% of total direct costs are eligible. .

1. Personnel or employee services – Costs for services of the grantee's employees directly engaged in project development must be computed according to the Grantee's prevailing wage or salary scales, and may include fringe benefit costs such as vacations, sick leave, Social Security contributions, etc., that are customarily charged to the recipient's various projects. Costs charged to the project development must be computed on actual time spent on the project development and evidenced by time and attendance records describing the work performed on the project development as well as payroll records. Overtime costs may be allowed under the recipient's established policy provided the regular work time was devoted to the same project.

Salaries and wages claimed for employees working on State grant funded projects must not exceed the Grantee's established rates for similar positions.

2. Consultant services – Costs for the services of consultants working on developing the project or any related documents, processes, etc. are eligible.
3. Other expenditures - In addition to the major categories of expenditures, funding may be provided for miscellaneous costs necessary for development of the project at the discretion of the State. Some of these costs may include:
  - Work performed by another section or department of the grantee's agency that can be documented as direct costs to the project development. (See requirements above under Personnel or employee services).
  - Public Outreach including brochures, advertisements and costs attributed to the planning and conducting of meetings (except refreshments).
  - Travel necessary to complete the project as identified in the Work Program. Travel reimbursements for Grantees and their consultants must adhere to the State rates and restrictions as feasible, including mileage, hotel and meal costs. Travel expenses should be billed at cost, and documentation must be provided with requests for payment.
4. Contingency – Up to 10% of the grant may be budgeted for contingency costs. All such costs must be eligible per these guidelines.