

STANDARD AGREEMENT

Std.2 (Grant - Rev 01/18)

AGREEMENT NUMBER 20-006	AM. NO.
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. 95-6002833	

THIS AGREEMENT, made and entered into this _____ day of _____, 2020
in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE Executive Officer	AGENCY State Coastal Conservancy	, hereafter called the Conservancy, and
GRANTEE'S NAME County of Santa Barbara		, hereafter called the Grantee.

The Grantee, for and in consideration of the covenants, conditions, agreements, and stipulations of the Conservancy hereinafter expressed, does hereby agree as follows:



SCOPE OF AGREEMENT


Pursuant to Chapter 10 of Division 21 of the California Public Resources Code, the State Coastal Conservancy ("the Conservancy") hereby grants to County of Santa Barbara ("the grantee") a sum not to exceed \$80,000 (eighty thousand dollars), subject to this agreement. The grantee shall use these funds to implement the Jalama Beach Campground Expansion and Improvements Planning Project ("the project") for the Jalama Beach County Park campground area of Santa Barbara County as shown on Exhibit A, which is incorporated by reference and attached.

(Continued on the following pages)

The provisions on the following pages constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	GRANTEE
AGENCY State Coastal Conservancy	GRANTEE (If other than an individual, state whether a corporation, partnership, etc.) County of Santa Barbara
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Samuel Schuchat, Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING George Chapjian, Director Community Services Department
ADDRESS & PHONE NUMBER 1515 Clay Street, 10th Floor Oakland, CA 94612 Phone: (510) 286-1015	ADDRESS & PHONE NUMBER 123 East Anapamu Street, 2nd Floor Santa Barbara, CA 93101

AMOUNT ENCUMBERED BY THIS DOCUMENT \$80,000.00	PROGRAM/CATEGORY (CODE AND TITLE) Local Assistance	FUND TITLE/PROP NO. Prop 68		
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$-0-	FUND ITEM 3760-101-608800009(B8252)	CHAPTER 23	STATUTE 2019	FISCAL YEAR 19/20
TOTAL AMOUNT ENCUMBERED TO DATE \$80,000.00	PROJECT NAME Jalama Beach Campground Expansion and Improvements Planning			
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>				
SIGNATURE OF ACCOUNTING OFFICER 			DATE	

I certify that this agreement is exempt from Department of General Services' approval.

Erlinda Corpuz
Procurement and
Contracts Manager

GRANTEE ACCOUNTING PROJECT MANAGER CONTROLLER STATE AGENCY

The project consists of preparing conceptual design plans, technical studies, and a County planning and permit pre-application package for the addition of an estimated 40-50 campsites, relocation of campground support facilities, and site improvements at Jalama Beach County Park. The design plans include preliminary campground design drawings including site improvements. The technical studies include biological and cultural resource surveys, assessment of current and proposed utilities at the site, and evaluation of the most economically feasible mix of tent, RVs, and cabin sites for the campground reconfiguration. The project includes holding community pop-up events in the cities of Lompoc, Guadalupe, and Santa Maria to gather community input on project designs.

The grantee shall carry out the project in accordance with this agreement and a work program as provided in the "WORK PROGRAM" section, below. The grantee shall provide any funds beyond those granted under this agreement which are needed to complete the project.

CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT

The grantee shall not commence the project and the Conservancy shall not be obligated to disburse any funds under this agreement until the following conditions precedent have been met:

1. The Board of Supervisors of the grantee has adopted a resolution designating positions whose incumbents are authorized to negotiate and execute this agreement and amendments to it on behalf of the grantee.
2. The Executive Officer of the Conservancy ("Executive Officer") has approved in writing:
 - a. The work program for the project as provided in the "WORK PROGRAM" section, below.
 - b. All contractors that the grantee intends to retain in connection with the project.
3. The grantee has provided written evidence to the Conservancy that:
 - a. The grantee has provided for required insurance coverage, including additional insured endorsement, as described in the "INSURANCE" section, below.

TERM OF AGREEMENT

This agreement shall take effect when signed by both parties and received in the office of the Conservancy together with the resolution described in the "CONDITIONS PRECEDENT TO

COMMENCEMENT OF PROJECT AND DISBURSEMENT” section of this agreement. This agreement may be signed using an electronic process specified by the Conservancy.

This agreement shall run from its effective date through September 30, 2022 (“the termination date”) unless otherwise terminated or amended as provided in this agreement. However, all work shall be completed by June 30, 2022 (the “completion date”).

The grantee shall deliver a final Request for Disbursement to the Conservancy no later than July 31, 2022.

AUTHORIZATION

The signature of the Executive Officer of the Conservancy on this agreement certifies that at its May 5, 2020 meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit B. This agreement is executed under that authorization.

Standard Provisions

WORK PROGRAM

Before beginning the project, the grantee shall submit a detailed work program to the Executive Officer for review and written approval of its consistency with this grant agreement. The work program shall include:

1. The specific tasks to be performed.
2. A schedule of completion for the project, specifically listing the completion date for each project component and a final project completion date.
3. A detailed project budget. The project budget shall describe all labor and materials costs of completing each component of the project. For each project component, the project budget shall list all intended funding sources including the Conservancy's grant and all other sources of monies, materials, or labor.

If all or any part of the project to be funded under this agreement will be performed by third parties ("contractors") under contract with the grantee, then the grantee shall, prior to initiating any contractor selection process, submit the selection package to the Executive Officer for review and written approval as to consistency with the purposes of this grant agreement. Upon approval by the Executive Officer, the grantee shall proceed with the contractor selection process. Prior to final selection of a contractor, the grantee shall submit to the Executive Officer for written approval the names of all contractors that the grantee intends to hire. The grantee shall then comply with the above paragraph regarding submission and approval of a work program prior to project commencement.

The work program shall have the same effect as if included in the text of this agreement. However, the work program may be modified without amendment of this agreement upon the grantee's submission of a modified work program and the Executive Officer's written approval of it. If this agreement and the work program are inconsistent, the agreement shall control.

The grantee shall carry out the project in accordance with the approved work program.

COORDINATION AND MEETINGS

The grantee shall coordinate closely with Conservancy staff and other involved entities, including local, state and federal agencies, and shall participate in meetings and other communications as necessary to ensure coordination.

WORK PRODUCTS AND ACKNOWLEDGMENT OF CONSERVANCY SUPPORT

All material, data, information, and written, graphic or other work produced, developed or acquired under this agreement is subject to the unqualified and unconditional right of the Conservancy to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so. If any of the work is subject to copyright, trademark, service mark, or patent, the Conservancy is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

The grantee shall include in any contract with a third party for work under this agreement terms that preserve the rights, interests, and obligations created by this section, and that identify the Conservancy as a third-party beneficiary of those provisions.

The grantee shall not utilize the work produced under this agreement for any profit-making venture, or sell or grant rights to a third party for that purpose.

In order to acknowledge the Conservancy's support of the project, the Conservancy's name and logo shall be included in the final report in a prominent location. The grantee shall mention the Conservancy's support in its project-related press releases, contacts with the media, and social media postings, and on its website.

COSTS AND DISBURSEMENTS

When the Conservancy determines that all "CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT" have been fully met, the Conservancy shall disburse to the grantee, in accordance with the approved project budget, a total amount not to exceed the amount of this grant, as follows:

The withholding for this agreement is five percent. The Conservancy shall disburse funds for costs incurred to date, less five percent, upon the grantee's satisfactory progress under the approved work program and upon submission of a "Request for Disbursement" form, which shall be submitted no more frequently than monthly but no less frequently than quarterly. The Conservancy shall disburse the five percent withheld upon the grantee's satisfactory completion of the project and compliance with the "PROJECT COMPLETION" section, below, and upon the Conservancy's acceptance of the project.

The Conservancy will reimburse the grantee for expenses necessary to the project when documented by appropriate receipts. The Conservancy 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 Conservancy 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.

The grantee shall request disbursements by filing with the Conservancy a fully executed “Request for Disbursement” form (available from the Conservancy). 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. Hourly rates billed to the Conservancy and specified in the approved work program budget shall be equal to the actual compensation paid by grantee to employees, which may include employee benefits. The form shall also indicate 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. Each form shall be accompanied by:

1. All receipts and any other source documents for direct expenditures and costs that the grantee has incurred.
2. Invoices from contractors that the grantee engaged to complete any portion of the work funded under this agreement and any receipts and any other source documents for costs incurred and expenditures by any such contractor, unless the Executive Officer makes a specific exemption in writing.
3. A supporting progress report summarizing the current status of the work and comparing it to the status required by the work program (budget, timeline, tasks, etc.), including written substantiation of completion of the portion of the project for which the grantee is requesting disbursement.

The grantee’s failure to fully execute and submit a Request for Disbursement form, including attachment of supporting documents, will relieve the Conservancy of its obligation to disburse funds to the grantee unless and until the grantee corrects all deficiencies.

EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS

The total amount of this grant may not be increased except by written amendment to this agreement. The grantee shall expend funds consistent with the approved project budget. Expenditure on items contained in the approved project budget, other than overhead and indirect costs, may vary by as much as ten percent without prior approval by the Executive Officer, provided that the grantee first submits a revised budget to the Conservancy and requests disbursement based on the revised budget. Any deviation greater than ten percent, and any deviation that shifts funds from approved budget items into an overhead or indirect costs category, must be identified in a revised budget approved in advance and in writing by the Executive Officer. The Conservancy may withhold payment for items which exceed the amount allocated in the project budget by more than ten percent and which have not received the approval required above. Any increase in the funding for any particular budget item shall mean a decrease in the funding for one or more other budget items unless there is a written amendment to this agreement.

PROJECT COMPLETION

The grantee shall complete the project by the completion date provided in the “TERM OF AGREEMENT” section, above. Upon completion of the project, the grantee shall supply the Conservancy with evidence of completion by submitting the following by the final Request for Disbursement date set forth in the “TERM OF AGREEMENT” section:

1. The work products specified in the work program for the project, each in a format or formats (for example, paper, digital, photographic) approved by the Executive Officer.
2. A fully executed final “Request for Disbursement.” A “final Request for Disbursement” means a Request for Disbursement that includes the withheld amounts and all remaining amounts for which grantee is entitled to seek payment, if any, pursuant to this agreement.

The Conservancy shall determine whether the grantee has satisfactorily completed the project. If so, the Conservancy shall issue to the grantee a letter of acceptance of the project. The project shall be deemed complete as of the date of the letter.

EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM

Before the project has commenced, either party may terminate this agreement for any reason by providing the other party with seven days notice in writing.

Before the project is complete, the Conservancy may terminate or suspend this agreement for any reason by providing the grantee with seven days notice in writing. In either case, the grantee shall immediately stop work under the agreement and take all reasonable measures to prevent further costs to the Conservancy. The Conservancy shall be responsible for any reasonable and non-cancelable obligations incurred by the grantee in the performance of this agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding authorized in this agreement. Any notice suspending work under this agreement shall remain in effect until further written notice from the Conservancy authorizes work to resume.

If the grantee fails to complete the project as required, 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 Conservancy of all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed. This paragraph shall not be deemed to limit any other remedies the Conservancy may have for breach of this agreement.

Before the project is complete, the grantee may terminate this agreement for any reason by providing the Conservancy with seven days notice in writing and repaying to the Conservancy all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and allow early termination without repayment for work partially completed.

On or before the date of termination of the agreement under this section, whether terminated by the grantee or the Conservancy, the grantee shall provide the Conservancy with all work, material, data, information, and written, graphic or other work produced, developed or acquired under this agreement (whether completed or partial), in appropriate, readily useable form.

The parties expressly agree to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this agreement under this section.

The grantee shall include in any agreement with any contractor retained for work under this agreement a provision that entitles the grantee to suspend or terminate the agreement with the contractor for any reason on written notice and on the same terms and conditions specified in this section.

INDEMNIFICATION AND HOLD HARMLESS

The grantee shall be responsible for, indemnify and hold harmless the Conservancy, its officers, agents and employees from any and all liabilities, claims, demands, damages, or costs, including without limitation litigation costs and attorneys fees, resulting from or arising out of the willful or negligent acts or omissions of the grantee, its officers, agents, contractors, subcontractors and employees, or in any way connected with or incident to this agreement, except for the active

negligence of the Conservancy, its officers, agents or employees. The duty of the grantee to indemnify and hold harmless includes the duty to defend as provided in Civil Code Section 2778. This agreement supersedes any right the grantee may have as a public entity to indemnify and contribution as provided in Gov. Code Sections 895 et seq.

The grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this agreement.

Nothing in this agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this agreement.

INSURANCE

Throughout the term of this agreement, the grantee shall procure and maintain 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, or contractors associated with the project undertaken pursuant to this agreement.

As an alternative, with the written approval of the Executive Officer, the grantee may satisfy the coverage required by this section in whole or in part through: (a) its contractors' procurement and maintenance of insurance for work under this agreement, if the coverage otherwise fully satisfies the requirements of this section; or (b) the grantee's 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.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - a. Insurance Services Office ("ISO") Commercial General Liability coverage, occurrence basis (Form CG 00 01) or comparable.
 - 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, and Employer's Liability insurance.
2. Minimum Limits of Insurance. Grantee shall maintain coverage limits no less than:

- a. General Liability: *(Including operations, products and completed operations, as applicable)* \$2,000,000 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.
 - b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 - c. Worker's Compensation and Employment Liability Worker's compensation as required by law, and Employer's Liability of no less than \$1,000,000 per accident for bodily injury or disease.
 - d. Watercraft Liability (for private vessel) coverage, if required under 1.d., above:
 - a. Vessels under 30 ft.: \$1,000,000 combined single limit.
 - b. Vessels over 30 ft. or vessel involved in research: \$2,000,000 combined single limit.
3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.
4. Required Provisions Concerning the Conservancy and the State of California.
- a. 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 first class mail has been given to the Conservancy; or in the event of cancellation of coverage due to nonpayment, after ten days prior written notice to the Conservancy. The grantee shall notify the Conservancy within two days of receipt of notice that any required insurance policy will lapse or be cancelled. At least ten days before an insurance policy held by the grantee lapses or is cancelled, the grantee shall provide the Conservancy with evidence of renewal or replacement of the policy.
 - b. The grantee hereby grants to the State of California, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the grantee may acquire against the State of California, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any

endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the grantee has received a waiver of subrogation endorsement from the insurer.

- c. The general liability and automobile liability policies are to contain, or to be endorsed to contain, the following provisions:
 - (i) The State of California, its officers, agents and employees are to be covered as additional insureds 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, including completed operations, performed by or on behalf of the grantee including materials, parts or equipment furnished in connection with such work or operations.
 - (ii) 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, and not excess to any insurance or self-insurance of the State of California.
 - (iii) The limits of the additional insured coverage shall equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this agreement.
 - d. 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.
5. 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 Conservancy and approved in writing by the Executive Officer.
 6. Verification of Coverage. The grantee shall furnish the Conservancy with original certificates and amendatory endorsements, or copies of the applicable policy language, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The Conservancy reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.
 7. Contractors. The grantee shall include all contractors as insureds under its policies or shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, grantee shall also require each professional contractor to provide and maintain errors and omissions liability insurance appropriate to the

contractor's profession and in a reasonable amount in light of the nature of the project with a minimum limit of liability of \$1,000,000.

8. Premiums and Assessments. The Conservancy is not responsible for premiums and assessments on any insurance policy.

AUDITS/ACCOUNTING/RECORDS

The grantee shall maintain financial accounts, documents, and records (collectively, "required records") relating to this agreement, in accordance with the guidelines of "Generally Accepted Accounting Principles" ("GAAP") published by the American Institute of Certified Public Accountants. The required records include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, disbursement of all funds related to work under the agreement, and time and effort reports that permit tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

Additionally, the Conservancy or its agents may review, obtain, and copy all required records. The grantee shall provide the Conservancy or its agents with any relevant information requested and shall permit the Conservancy or its agents access to the grantee's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations.

The grantee shall retain the required records for a minimum of three years following final disbursement by the Conservancy. The records shall be subject to examination and audit by the Conservancy and the Bureau of State Audits during the retention period.

If the grantee retains any contractors to accomplish any of the work of this agreement, the grantee shall first enter into an agreement with each contractor requiring the contractor to meet the terms of this section and to make the terms applicable to all subcontractors.

The Conservancy may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this agreement.

COMPUTER SOFTWARE

The grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this contract, state funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

NONDISCRIMINATION

During the performance of this agreement, the grantee and its contractors shall not deny the agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. The grantee and contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the Conservancy to implement such article. The grantee shall permit access by representatives of the Department of Fair Employment and Housing and the Conservancy upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the Conservancy shall require to ascertain compliance with this clause. The grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

The grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under this agreement.

AMERICANS WITH DISABILITIES ACT

By signing this agreement, grantee certifies that it is in compliance with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

PREVAILING WAGE

Work done under this grant agreement may be subject to the prevailing wage and other related requirements of the California Labor Code, Division 2, Part 7, Chapter 1, sections 1720-1861. If required by law to do so, the grantee shall pay prevailing wage to all persons employed in the performance of any part of the project and otherwise comply with all associated requirements and obligations.

The grantee is responsible for determining whether the project is subject to prevailing wage laws, and for complying with all labor laws applicable to the project. The grantee may also review the Conservancy publication, Information on Current Status of Prevailing Wage Laws for State Coastal Conservancy Grantees (May 2018), available from the Conservancy on request; provided, that this publication is for grantee's informational purposes only, and shall not be construed as legal advice to the grantee on whether the grantee's project is subject to prevailing wage laws.

UNION ORGANIZING

By signing this agreement, grantee hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this agreement, and certifies that no state funds disbursed by this agreement will be used to assist, promote or deter union organizing. If grantee makes expenditures to assist, promote or deter union organizing, grantee agrees to maintain records sufficient to show that no state funds, including the funds provided under this agreement, have been used for these purposes, and shall provide these records to the Attorney General upon request.

DRUG-FREE WORKPLACE

The grantee's signature on this agreement constitutes the certification required by Government Code Section 8355 (Drug-Free Workplace Act of 1990), which requires that all state grantees provide a drug-free workplace by doing all of the following:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions that will be taken against employees for violations of the prohibition.
- (2) Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace.
 - b. The person's or organization's policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation, and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations.
- (3) Requiring that each employee engaged in the performance of the grant be given a copy of the drug-free workplace statement and that, as a condition of employment on the grant, the employee agrees to abide by the terms of the statement.

INDEPENDENT CAPACITY

The grantee, and the agents and employees of the grantee, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

ASSIGNMENT

Without the written consent of the Executive Officer, this agreement is not assignable by the grantee in whole or in part.

TIMELINESS

Time is of the essence in this agreement.

EXECUTIVE OFFICER'S DESIGNEE

The Executive Officer shall designate a Conservancy project manager who shall have authority to act on behalf of the Executive Officer with respect to this agreement. The Executive Officer shall notify the grantee of the designation in writing.

AMENDMENT

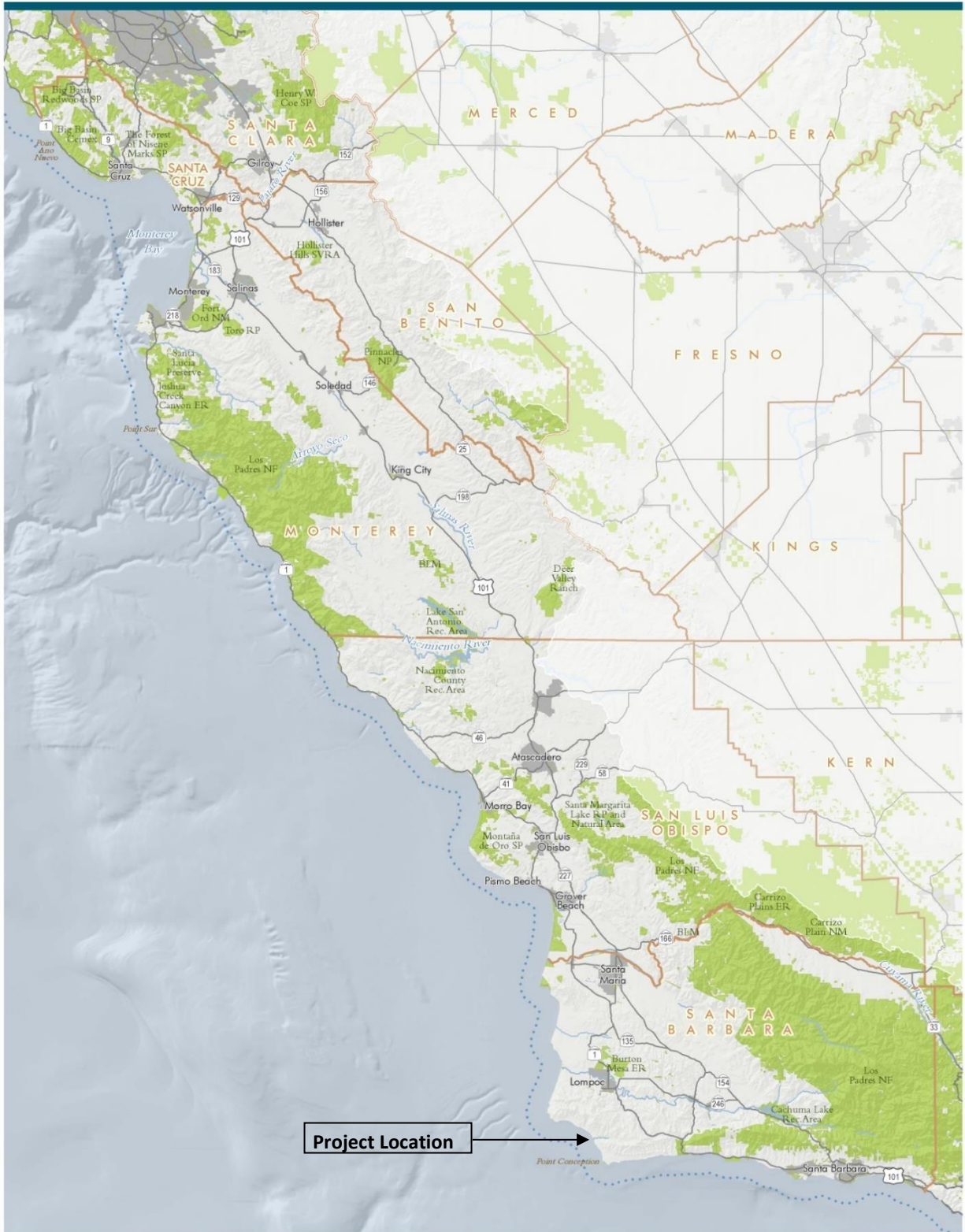
Except as expressly provided in this agreement, no change in this agreement shall be valid unless made in writing and signed by the parties to the agreement. No oral understanding or agreement not incorporated in this agreement shall be binding on any of the parties.

LOCUS

This agreement is deemed to be entered into in the County of Alameda.

SURVIVAL

The obligations in the "WORK PRODUCTS AND ACKNOWLEDGMENT OF CONSERVANCY SUPPORT" and "INDEMNIFICATION AND HOLD HARMLESS" sections, above, shall survive the termination of this agreement.



Project Regional Location Map

Exhibit A

Exhibit A: Project Location Maps

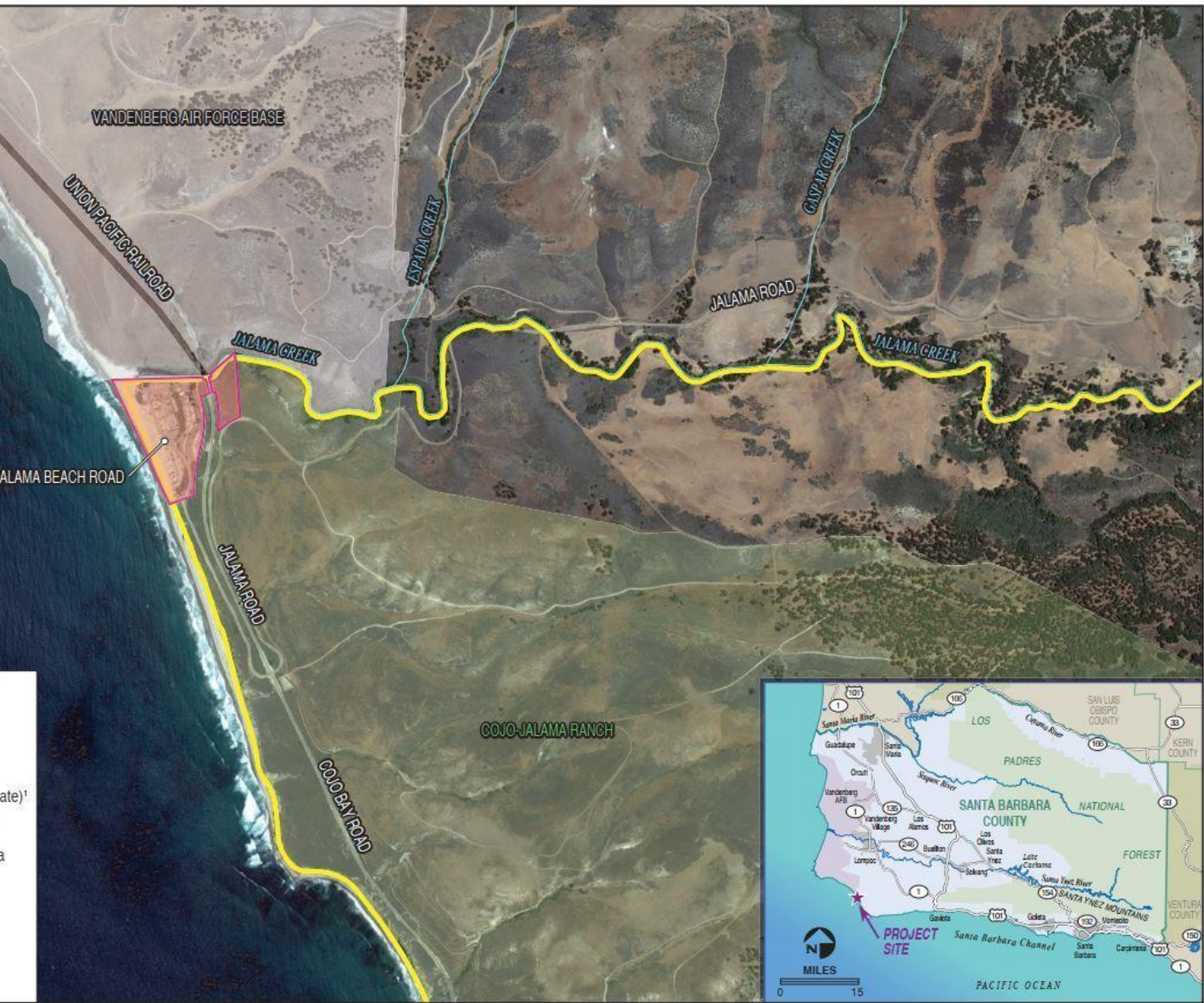


Figure 1: Project Location Map
Exhibit A: Project Location Maps

Exhibit A

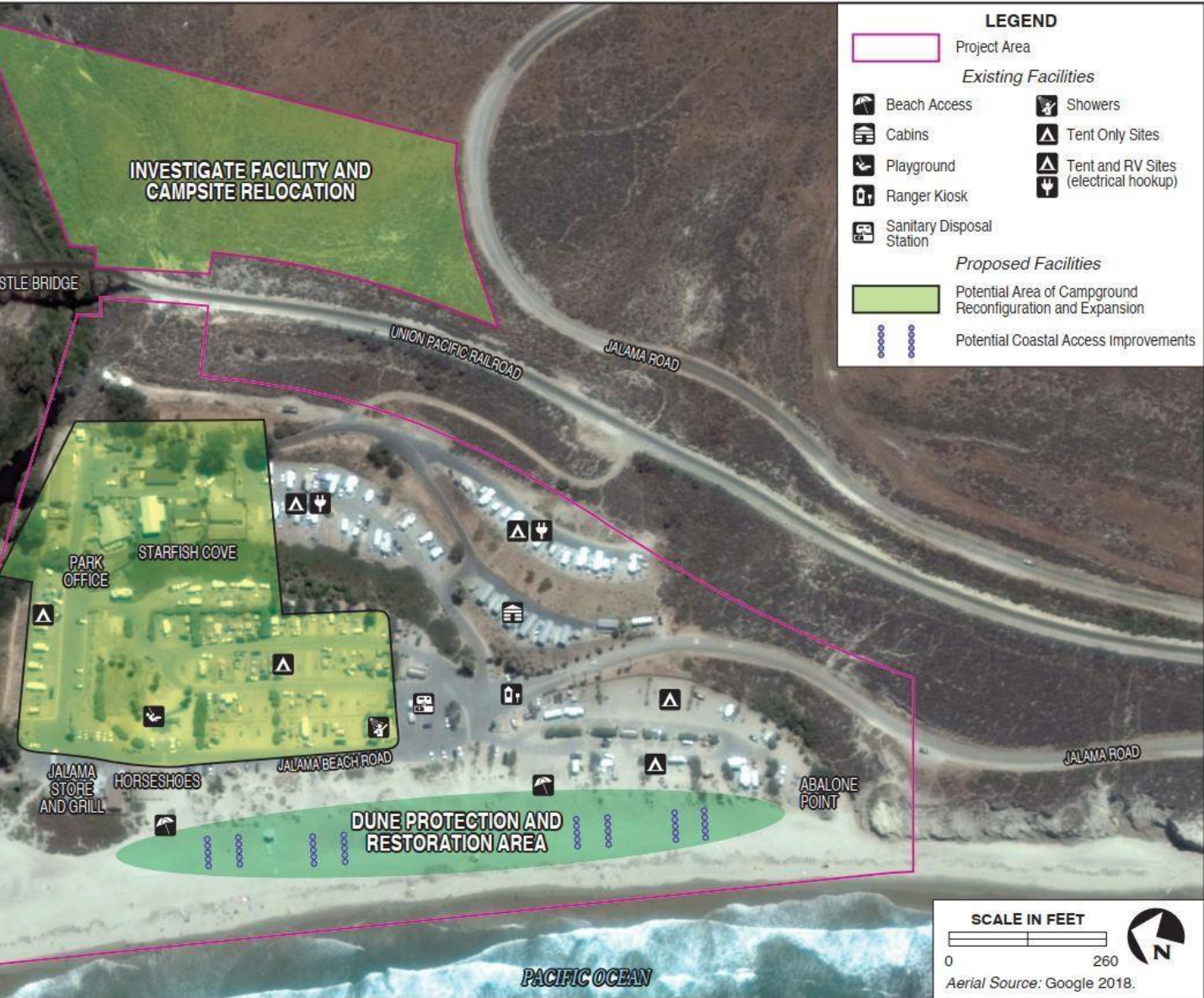


Figure 2: Project Site Map

Exhibit B
COASTAL CONSERVANCY

Staff Recommendation
May 05, 2020

Jalama Beach Campground Expansion and Improvement Planning

Project No. 20-007-01
Project Manager: Fanny Yang

RECOMMENDED ACTION: Authorization to disburse up to \$80,000 to the County of Santa Barbara to prepare design plans, technical studies, and a County permit pre-application package for the addition of campsites, relocation of campground support facilities, and improvements at Jalama Beach County Park located in Santa Barbara County.

LOCATION: Jalama Beach County Park, Santa Barbara County

PROGRAM CATEGORY: Lower-cost Coastal Accommodations

EXHIBITS

Exhibit 1: [Project Location Maps](#)

Exhibit 2: [Site Photos](#)

Exhibit 3: [Project Letters](#)

RESOLUTION AND FINDINGS:

Staff recommends that the State Coastal Conservancy adopt the following resolution pursuant to Sections 31411-31414 of the Public Resources Code:

“The State Coastal Conservancy hereby authorizes the disbursement of an amount not to exceed eighty-thousand dollars (\$80,000) to the County of Santa Barbara (“the grantee”) to prepare design plans, technical studies, and a County permit pre-application package for the addition of campsites, relocation of campground support facilities, and improvements at Jalama Beach County Park in Santa Barbara County.”

Prior to commencement of the project, the grantee shall submit for the review and written approval of the Executive Officer of the Conservancy (“Executive Officer”) the following:

1. A detailed work program, schedule, and budget.
2. Names and qualifications of any contractors to be retained in carrying out the project.

Exhibit B

3. A plan for acknowledgement of Conservancy funding.

Staff further recommends that the Conservancy adopt the following findings:

“Based on the accompanying staff report and attached exhibits, the State Coastal Conservancy hereby finds that:

1. The proposed authorization is consistent with Chapter 10 of Division 21 of the Public Resources Code, regarding Lower-cost Coastal Accommodations.
2. The proposed project is consistent with the current Conservancy Project Selection Criteria and Guidelines.

PROJECT SUMMARY:

Staff recommends the Conservancy authorize disbursement of up to \$80,000 to the County of Santa Barbara (“County”) for preparation of design plans, technical studies, and a County permit pre-application package for the addition of 40-50 campsites, relocation of campground support facilities, and site improvements at Jalama Beach County Park (“Park”).

The Park currently has the only coastal campground along the Santa Barbara County coast north of Point Conception; the campground serves both Santa Barbara’s North County population of more than 200,000 residents and a much wider regional demand. Demand for the Park’s campground accommodations is extremely high, often requiring reservations six months in advance, with campers sometimes turned away during weekends and peak summer months. Visitation has continued to increase annually, with an estimated total of 246,054 visitors in 2017, a 41% increase since 2010. Occupancy at the Park remains high throughout the year. Across the campsites and cabins, occupancy averages about 72% year-round. This includes occupancy at sites that are not reservable online. In the summer months, occupancy can be as high as 94%.

The Park plays an important role in providing coastal experiences and access for disadvantaged communities from the nearby City of Lompoc, which is identified as a disadvantaged community by the California Department of Water Resources. Other communities that the Park serves include farmworkers and Spanish-and Mixtec-speaking populations from the nearby cities of Guadalupe and Santa Maria. County user data for Park visitation in 2018 shows that the Park serves the residents of Lompoc, Guadalupe and Santa Maria, although there is, on average, more usage of the Park by non-local, out of state, and out of country visitors than from nearby cities. Although there are four nearby state beach campgrounds in Santa Barbara County just south of Point Conception, these too are often at full capacity, typically requiring reservations up to six months in advance, and turning potential campers away during peak periods. Demand for coastal recreational access is expected to continue to increase due to growth in population, tourism, and the popularity of many coastal-dependent or related recreational activities.

There has been no substantial expansion or construction of new public campgrounds in the coastal zone of Santa Barbara County in more than 40 years. One private coastal campground recently completed along the Gaviota coast (across from El Capitan State Beach) provides mostly higher-cost RV sites and only 26 tent sites. Development of new or expanded campgrounds in Santa Barbara County’s coastal zone faces development challenges due to

Exhibit B

regulatory barriers, high land costs, sensitive species protection, and the high costs and extended timelines associated with processing permits in the coastal zone.

The proposed project will undertake preliminary planning to increase the capacity of the current campground at the Park by approximately 40 percent by reconfiguring the existing campground to free up space for the addition of 40 to 50 campsites. This will involve relocation of campground support facilities such as the onsite shop building, service and storage areas, and ranger residences onto 36 acres of adjacent land recently acquired by the County. For the proposed project, the County will conduct biological and cultural resource surveys and assess current and proposed utilities at the site. The County will contract with an experienced campground designer to produce preliminary campground design drawings and with an economist to evaluate the most economically feasible mix of tent, RVs, and cabin sites for the reconfiguration of campsites.

In addition to the campground expansion and reconfiguration, the preliminary planning and design task will include proposed improvements to the campground focused on enhancing site sustainability and resiliency. This includes consideration of a wastewater package treatment plant to replace the current septic system to enable water reuse for irrigation and toilet flushing. Installation of solar photovoltaic panels and water heating systems will reduce overall electricity demand from cabins and campground support facilities on site. Other envisioned site enhancements will address the Park's long-term resiliency to sea level rise and storm surges through the construction of a living shoreline.

The proposed campground expansion is being addressed in the Santa Barbara Countywide Recreation Master Plan ("Recreation Master Plan") and Program Environmental Impact Report ("Program EIR") currently being prepared by the County. As part of the proposed project, the County will prepare a complete pre-application packet for the County permit process. The packet will include preliminary design plans, a completed pre-application assessment form, technical studies, key findings and mitigation measures from the Program EIR, and other supporting materials. Following completion of the proposed project and using feedback received during the pre-application process, the County will proceed to full campground design, completion of any outstanding environmental analysis, and preparation of the final permit application.

The proposed project includes holding community pop-up events (e.g. tabling at festivals, sporting events, farmers markets, etc.) in the cities of Lompoc, Guadalupe, and Santa Maria to gather community input on campground designs and conducting camper surveys on campground facility needs, frequency of visits, preferred recreational activities, and other potential concerns. After the proposed project is complete, the County will focus on expanding programming at the park that would encourage visitation and overnight stays for local underserved communities by collaborating with nonprofit organizations or school districts.

Site Description: Jalama Beach County Park was built in 1943 when the land was donated to the County by Atlantic Richfield Oil Company. Since then it has been a popular destination for its isolated and pristine natural resources. The County owned park and campground are directly adjacent to the Pacific Ocean, located at the terminus of rural Jalama Road, 14.5 miles from State Highway 1. The 59.5-acre Park lies within the valley of Jalama Creek and is bounded by the Pacific Ocean to the west, Vandenberg Air Force Base to the north, and The Nature Conservancy's Jack and Laura Dangermond Nature Preserve to the east and south. The Union Pacific Railroad runs along the eastern border of the existing Park.

Exhibit B

The Park itself supports a wide range of recreation in a remote coastal area. Jalama Beach is a world-famous surfing location, with major swells drawing surfers from throughout the region, Southern California and beyond. Kiteboarding and windsurfing are also very popular given the often-windy location. Depending on the tide, visitors can enjoy walking along the beach, with opportunities for whale and bird watching, fishing, and other recreational coastal activities. Developed on the valley floor adjacent to the creek, the main campground is located on the level valley bottom landward of coastal dunes, and the upper camping area is situated on three terraces overlooking the ocean. The current developed campground area is fronted by scenic sand dunes vegetated with a mix of native Southern Foredune and non-native vegetation. There is one formal coastal access way across the dunes and several informal access trails. The upper mesa where the proposed campground expansion will be is vegetated with southern coastal bluff scrub and coastal sage scrub.

The park campground provides 107 campsites with picnic tables and barbeque pits overlooking the ocean. Seventy-six sites are designated as tent campsites and 31 sites offer electrical hookups for RVs. There are also 7 cabins, each with an ocean view porch. Campground visitor amenities include five restrooms, one coin-operated hot shower building, and an RV dump station. Day-use amenities include parking spaces and picnic tables with raised fire boxes. Additional amenities for both overnight and day-use visitors include a basketball court, a children's playground, a beach volleyball area, horseshoe pits, and a general store/restaurant. Beach wheelchairs can be rented from the store.

Campground water supply is provided by an offsite water well located two miles north of Vandenberg Air Force Base and is piped via a gravity-fed system into two holding tanks at the campground. The two water tanks hold up to 110,000 gallons of potable water. Electricity is supplied by Southern California Edison. Onsite wastewater is disposed via septic tanks.

Grantee Qualifications: The County has dedicated grant administration staff and has managed hundreds of local, State, and Federal grants throughout the past decade. Given its history of receiving and implementing State grants, the County demonstrates strong fiscal viability to carry out the proposed project on a State grant and operating under a reimbursement basis. The County staff who will be managing the proposed project has eight years of experience in managing and supporting projects using State grants awarded to the County.

The County currently provides maintenance for the 7 cabins at the Park and road maintenance crews regularly repair Jalama Road; the County will continue to maintain and manage the site after completion of the additional campsites and relocation of campground support facilities.

Project History: In March 2019, the Conservancy officially released "Explore the Coast Overnight: An Assessment of Lower-Cost Coastal Accommodations" ("Assessment"), which analyzed the supply and demand of lower-cost coastal accommodations in California and opportunities for Californians to stay overnight at the coast. In the drafting of the assessment, the Conservancy reached out and collaborated with a number of landowners, nongovernmental organizations, and public agencies to identify plausible lower-cost coastal accommodation options. Developing a conceptual design for expanding the existing facility at Jalama Beach County Park was identified as a potential project and included in a list of potential project ideas in the assessment.

In October 2019, the Conservancy announced the availability of \$4.95 million to support design, planning, permitting, and construction of lower-cost coastal accommodation projects. The County submitted a pre-proposal for the Jalama Beach Campground Expansion and

Exhibit B

Improvement Planning Project; after initial review of all other pre-proposals and consideration of funding availability, the Conservancy selected the County to submit a full proposal for the proposed project.

PROJECT FINANCING

Coastal Conservancy	\$80,000
County of Santa Barbara General Funds	\$10,000
Project Total	\$90,000

The expected source of funds for this project is an appropriation to the Conservancy from the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of

2018 (Proposition 68, Public Resources Code Section 80000-80173). Chapter 9 of Proposition 68 (section 80120-80121) allocates funds to the Conservancy to enhance and protect coastal and ocean resources, and, in particular, to grant funds to public agencies and nonprofit organizations to develop lower-cost coastal accommodations (Public Resources Code Section 80120 (b)). The proposed project is an appropriate use of these funds because it will develop preliminary plans for an expansion of the Jalama Park campground, which offers lower-cost coastal accommodations in the form of tent sites, RV sites and cabins.

The County will provide in-kind services in the form of staff time to consult with Park rangers and other County maintenance staff, manage awarded grant funds, coordinate with stakeholders, and oversee implementation of the proposed project. The value of these services is estimated to be approximately \$25,000 over the course of the proposed project's implementation.

CONSISTENCY WITH CONSERVANCY'S ENABLING LEGISLATION:

The proposed project is consistent with Chapter 10 of Division 21 of the Public Resources Code, Sections 31411-31414, regarding the Lower-Cost Coastal Accommodations Program ("LCCA Program"). Pursuant to Public Resource Code, Section 31412(a), the Conservancy may award grants and undertake projects as part of its LCCA Program (also referred to as the Explore the Coast Overnight Program) to facilitate improvement of existing, lower cost accommodations within one and one-half miles of the coast. Consistent with this section, the proposed project will plan for the addition of 40 to 50 campsites at Jalama Beach County Park, which is located immediately adjacent to the beach.

Section 31412(a) specifies that in implementing the LCCA Program and undertaking projects or grants, the Conservancy shall be guided by an assessment. The Conservancy completed the Assessment in accordance with Section 31413 and released it on March 14, 2019. The proposed project will provide an increase of overnight options in Santa Barbara County, a location identified in the Assessment as having a low concentration of lower-cost coastal accommodations and a high occupancy rate for coastal accommodations.

Jalama Beach County Park currently provides 107 campsites at affordable rates of \$35-50 per site (not including reservation and extra vehicle fees). Consistent with Section 31412(b), the proposed project will plan for an additional 40-50 sites that will be subject to the same rates as the current campground. As part of the planning process, the County will engage with low- and

Exhibit B

middle-income families at pop-up tent events to increase awareness of the Park and camping opportunities, while receiving input on how to improve site facilities to best match currently unserved needs. In the future, as part of their long-term vision to address programmatic barriers for disadvantaged communities to access the Park campground, the County will work with schools and community-based nonprofit organizations with direct connections with disadvantaged communities to develop Park programs that will increase camping opportunities for the community.

Consistent with Section 31412(c)(1), the proposed project was selected through a collaborative effort with California Department of Park and Recreation, the California Coastal Commission, and local and regional public agencies. Consistent with Section 31412(c)(2), Conservancy staff engaged with the Santa Barbara County parks staff to ensure the project reflects and addresses community needs and interests.

CONSISTENCY WITH CONSERVANCY'S [2018-2022 STRATEGIC PLAN](#) GOAL(S) & OBJECTIVE(S):

Consistent with **Goal 3, Objective D** of the Conservancy's 2018-2022 Strategic Plan, the proposed project will design an additional 40 to 50 campsites at Jalama Beach County Park, increasing units of lower-cost overnight accommodations along the coast.

Consistent with **Goal 16, Objective A** of the Conservancy's 2018-2022 Strategic Plan, the proposed project directly benefits disadvantaged communities from the City of Lompoc, Guadalupe, and Santa Maria by increasing coastal overnight camping opportunities.

Consistent with **Goal 16, Objective C** of the Conservancy's 2018-2022 Strategic Plan, the proposed project increases access for all Californians by reducing barriers such as cost of lodging by planning for the expansion of the LCCA sites.

CONSISTENCY WITH CONSERVANCY'S PROJECT SELECTION CRITERIA & GUIDELINES:

The proposed project is consistent with the Conservancy's Project Selection Criteria and Guidelines, last updated on October 2, 2014, in the following respects:

Required Criteria

1. **Promotion of the Conservancy's statutory programs and purposes:** See the "Consistency with Conservancy's Enabling Legislation" section above.
2. **Consistency with purposes of the funding source:** See the "Project Financing" section above.
3. **Promotion and implementation of state plans and policies:** The proposed project serves to promote and implement the goals from the Conservancy's "Explore the Coast Overnight: An Assessment of Lower-Cost Coastal Accommodations" (2019) as follows:
 - Goal 1 - Improving existing and developing new lower-cost coastal accommodations within 1.5 miles of the California coast and/or within the coastal zone. The proposed project will prepare plans to create an additional 40 to 50 campsites at Jalama Beach County Park.

Exhibit B

- Goal 2 - Ensure that new coastal accommodation projects supported by the Explore the Coast Overnight Program are affordable and available for all Californians, in particular, low and middle-income individuals and families. The campsite additions will increase lower-cost coastal overnight opportunities for low-income communities in Santa Barbara County.
 - Goal 3 - Ensure that lower-cost coastal accommodations will be affordable and available to nongovernmental organizations and public entities that support programs for young or under-resourced populations. As part of the proposed project's outreach efforts, the County will be working with community nonprofits and school districts to expand programming that would increase opportunities for underserved communities to stay overnight or visit the Park campground.
 - Goal 6 - Maintain and increase stock of lower-cost coastal accommodations on coastal public lands. The proposed project will add additional campsites to a public park owned by the County.
4. **Support of the public:** The proposed project is supported by the City of Lompoc, the Santa Barbara County Trails Council, and other community organizations. See project letters in Exhibit 3.
 5. **Location:** The proposed project is located within the coastal zone of Santa Barbara County.
 6. **Need:** Without Conservancy funding, the County does not have sufficient resources to undertake the project at this time. With no additions of campsites to accommodate the increase in usage at the Park, fewer people will be able to access the coast each year, further preventing underserved communities from coastal opportunities.
 7. **Greater-than-local interest:** Jalama Beach County Park is the only coastal campground in Santa Barbara County north of Point Conception. The increase in campground capacity would serve both regional and statewide visitors.
 8. **Sea level rise vulnerability:** Most of the proposed project site is threatened by coastal storm flooding and dune erosion. Sea level rise modeling indicates that storm surges could pose a threat to the dunes and potentially to some of the campsites located closest to the ocean by 2050 and 2100. Storm-induced flooding could damage the campground while coastal erosion would threaten the beach and dunes. Under high sea level rise projections, the beach and dunes are projected to be subjected to both erosion and inundation by 2100, with the majority of the campsites periodically damaged by flooding after large coastal storms.

To address these risks and prevent dune erosions, preliminary designs will consider enhancing and expanding the existing dune line by constructing a living shoreline to reduce vulnerability and improve resiliency. This could include dune creation and expansion, revegetation, and use of buried cobbles to improve resiliency. Low-lying campsites may also be raised to reduce risk of both fluvial and coastal flooding, as well as to minimize potential

Exhibit B

cultural resource impacts. Further adaptive management approaches will be considered and evaluated throughout the proposed project's planning process.

Additional Criteria

9. **Leverage:** See the "Project Financing" section above.
10. **Readiness:** The County is ready to start and complete the project in a timely manner.
11. **Realization of prior Conservancy goals:** See "Project History" above.
12. **Vulnerability from climate change impacts other than sea level rise:** The Park itself is situated within a high wildfire hazard area with much of the campground located in a lowlying valley bottom that is potentially vulnerable to flooding. Changes in wildfire frequency or severity, increased variability in rainfall, or prolonged droughts associated with climate change may increase vulnerability of the site. The preliminary campground design will evaluate climate change vulnerabilities and identify mitigation measures; fire buffers, raised campsites, water conservation and recycling will all be considered to improve campground resiliency.
13. **Minimization of greenhouse gas emissions:** The proposed planning and design project will not result in any significant production of greenhouse gas emissions as it involves only planning and design activities. To reduce future greenhouse gas emissions in relation to campground activities and operations, conceptual designs of the proposed campground expansion will consider incorporating photovoltaic solar panels on cabins and restrooms and the inclusion of carbon sequestration methods such as using recycled irrigation water and enhancing both riparian woodland and dune habitats throughout the Park.

CEQA COMPLIANCE:

The proposed project is statutorily exempt from review under the California Environmental Quality Act pursuant to the Title 14 California Code of Regulations, Section 15262, in that the proposed project is the preparation of design drawings, technical studies, and pre-permit application package and it would only involve planning studies and feasibility analyses for future actions that have not yet been approved, adopted or funded. The planning and permitting portion of the project is also categorically exempt under Section 15306, which exempts basic data collection and resource evaluation activities. Environmental factors will be considered in the studies undertaken pursuant to this authorization.

Upon approval of the project, Conservancy staff will file a Notice of Exemption.