



CITY COUNCIL
Staff Report

Meeting Date: May 5, 2020
To: Mayor and City Council
From: Scott Chadwick, City Manager
Staff Contact: Michael Grim, Senior Program Manager, CAP Administrator
mike.grim@carlsbadca.gov, 760-602-4623
Subject: Authorize agreements for the South Carlsbad Boulevard Climate Adaptation Project

Recommended Action

Adopt a resolution authorizing execution of the State Coastal Conservancy Grant Agreement and University of California Research Agreement, and acceptance and appropriation of grant funds to the Environmental Management Department budget.

Executive Summary

On Dec. 19, 2019, the State Coastal Conservancy Board approved a \$498,075 Climate Ready Grant for the South Carlsbad Boulevard Climate Adaptation Project. The Project involves modeling of a detailed sea level rise impact analysis, development of potential adaptation scenarios, facilitation of discussions with state agencies, design of a roadway realignment and preparation of a report. The city is partnering with Scripps Institute of Oceanography's Center for Climate Change Impacts and Adaptation and will hire a consultant to assist with the Project. The Project will begin in summer 2020 and conclude in spring 2023.

Discussion

The city has been studying the realignment of Carlsbad Boulevard from Terramar to Batiquitos Lagoon since the 1980's with the intent of providing protection of the southbound lanes from coastal erosion and storm damage and increasing public access and amenities along the southern coastline. In 2000, the Carlsbad Housing and Redevelopment Commission adopted the South Carlsbad Coastal Redevelopment Area. One of the goals set forth within the Redevelopment Area plan was to provide funding for the realignment of Carlsbad Boulevard. While the Redevelopment Area plan is still active, the area is not generating tax increment revenue and, therefore, no funding is available for the project.

On June 19, 2009, City Council adopted Resolution No. 2009-143, approving the fiscal year 2009-10 budget, including funds for a Capital Improvement Program, or CIP, project to study future roadway alignment and related long-term coastal planning issues and constraints from Manzano Drive to La Costa Avenue. On June 29, 2010, City Council adopted Resolution No. 2010-172, approving the fiscal year 2010-11 budget, augmenting the Carlsbad Boulevard realignment funding to include preliminary engineering and environmental review. The Project continues to be funded in the CIP budget.

On June 7, 2011, City Council adopted Resolution No. 2011-124, approving a memorandum of understanding with the California Department of Parks and Recreation regarding a proposed land exchange related to the relocation of the southbound lanes of Carlsbad Boulevard. The City Council Resolution also adopted Guiding Principles for the Carlsbad Boulevard Realignment and Land Exchange project. These principles called for the realignment to be more than a road project and to include enhanced coastal access and gathering places, diverse recreational uses and protection of coastal resources and environmentally sensitive areas.

On Sep. 27, 2011, the City Council adopted Resolution No. 2011-205, approving master agreements for engineering and environmental services for design work related to the Carlsbad Boulevard Realignment and Land Exchange Project. Throughout 2012 and 2013, the Project continued, culminating in conceptual designs for both the eastern relocation of the roadway and uses along the coast. On Oct. 15, 2013, the City Council received a status report on the Carlsbad Coastal Corridor Project (Assembly Bill 21,397) and directed staff to change the primary focus to explore complete streets designs within the existing right-of-way along the entire length of Carlsbad Boulevard.

On Feb. 17, 2015, the City Council received a status report on the Carlsbad Coastal Corridor program, including information pertaining to the realignment of the southern portion of Carlsbad Boulevard. This information reiterated the components of the CIP project description, namely public outreach, concept design, permitting and construction, along with a draft schedule. The CIP project has not progressed since that time due to limited resources.

Regarding the potential impact of coastal erosion and sea level rise on Carlsbad Boulevard, on Aug. 15, 2017, City Council received a presentation on the draft City of Carlsbad Sea Level Rise Vulnerability Assessment report. The final assessment, dated December 2017, noted some sections of the existing Carlsbad Boulevard will be subject to coastal erosion. In 2016, the city installed revetment, a barricade of large rocks, at the Encinas Creek bridge location to address erosion issues as part of an emergency response that resulted from wave run-up, waves washing up over existing barricades and onto the road. Coastal erosion and wave run-up are expected to be further exacerbated by future sea level rise.

To support the efforts of both the Carlsbad Boulevard Realignment CIP project and the analysis of sea level rise impacts and adaptation, in 2019, the city partnered with Center for Climate Change Impacts and Adaptation to apply for a Climate Ready grant from the State Coastal Conservancy. The funds will assist in the climate adaptation planning along the southern portion of the Carlsbad coastline, including a study of coastal erosion from Terramar to Batiquitos Lagoon and realignment of Carlsbad Boulevard south of Palomar Airport Road. The State Coastal Conservancy is a non-regulatory state agency that supports projects to protect coastal resources and increase opportunities for the public to enjoy the coast.

Specifically, the grant-funded Project would entail modeling of a detailed sea level rise impact analysis, development of potential adaptation scenarios, facilitation of discussions with state agencies, design of a roadway realignment (Carlsbad Boulevard south of Palomar Airport Road) and preparation of a report. The report will be presented to City Council upon completion for

policy direction and to start public engagement on the future of south Carlsbad Boulevard and its surroundings.

The grant amount is \$498,075, which includes funding to support work by Center for Climate Change Impacts and Adaptation and a Project consultant. The Project period will run from summer 2020 to spring 2023 and involve city staff from the Environmental Management, Transportation, Community Development and Parks & Recreation Departments. The city will invoice the State Coastal Conservancy for expenses and receive the grant funds as reimbursement throughout the Project period.

Fiscal Analysis

Implementation of the Project and administration of the grant will require approximately 245 hours of staff time by personnel from the Environmental Management, Transportation, Community Development and Parks & Recreation Departments. Staff time will be accommodated in the fiscal years 2020-21, 2021-22 and 2022-23 operating budgets for these departments.

Next Steps

Staff will return to City Council with a professional services agreement for consulting services for the Project in summer 2020.

Environmental Evaluation (CEQA)

Pursuant to Public Resources Code Section 21065, executing these agreements and accepting the grant funds does not constitute a "project" within the meaning of California Environmental Quality Act (CEQA) in that it has no potential to cause either a direct or indirect physical change in the environment, or a reasonable foreseeable indirect physical change in the environment and, therefore, does not require environmental review.

Public Notification and Outreach

This item was noticed in accordance with the Ralph M. Brown Act and was available for public viewing and review at least 72 hours prior to the scheduled meeting date.

Exhibit

1. City Council Resolution

RESOLUTION NO. 2020-077

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARLSBAD, CALIFORNIA, AUTHORIZING EXECUTION OF THE STATE COASTAL CONSERVANCY GRANT AGREEMENT AND UNIVERSITY OF CALIFORNIA RESEARCH AGREEMENT, AND ACCEPTANCE AND APPROPRIATION OF GRANT FUNDS TO THE ENVIRONMENTAL MANAGEMENT DEPARTMENT BUDGET.

WHEREAS, the City of Carlsbad Sea Level Rise Vulnerability Assessment dated December 2017 noted some sections of Carlsbad Boulevard may be subject to future coastal erosion; and

WHEREAS, in 2016, wave run-up caused the closure of a southbound lane of Carlsbad Boulevard at Encinas Creek, which resulted in installation of a revetment to address erosion issues; and

WHEREAS, coastal erosion and wave run-up are expected to be further exacerbated by future sea level rise; and

WHEREAS, the city applied for, and received, a grant from the State Coastal Conservancy in the amount of \$498,075 to study coastal erosion from Terramar to Batiquitos Lagoon and the realignment of Carlsbad Boulevard south of Palomar Airport Road.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carlsbad, California, as follows:

1. That the above recitations are true and correct.
2. That the City Council authorizes and directs the city manager, or designee, to sign the State Coastal Conservancy Grant Agreement, attached hereto as Attachment A, and the University of California Research Agreement, attached hereto as Attachment B.
3. That the City Council accepts the award of grant funds under the State Coastal Conservancy Grant Agreement in the amount of \$498,075 and authorizes the deputy city manager, administrative services, to appropriate the grant funds upon receipt to the Environmental Management Department budget.

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Carlsbad on the 5th day of May, 2020, by the following vote, to wit:

AYES: Hall, Blackburn, Bhat-Patel, Schumacher.

NAYS: None.

ABSENT: None.



MATT HALL, Mayor



BARBARA ENGLESON, City Clerk

(SEAL)



STATE OF CALIFORNIA
STANDARD AGREEMENT
 Std.2 (Grant - Rev 01/18)

AGREEMENT NUMBER 19-093	AM. NO.
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO 95-6004793	

THIS AGREEMENT, made and entered into this 7th day of May, 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 City of Carlsbad		, 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 Chapters 3 and 9 of Division 21 of the California Public Resources Code, the State Coastal Conservancy ("the Conservancy") hereby grants to the City of Carlsbad ("the grantee") a sum not to exceed \$498,075 (four hundred ninety-eight thousand seventy-five dollars), subject to this agreement. The grantee shall use these funds to prepare a managed retreat and restoration plan ("the plan" or "the project") for the South Carlsbad Boulevard area of the City of Carlsbad, as shown on Exhibit 1, 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.) City of Carlsbad		
BY (Authorized Signature) 	BY (Authorized Signature) 		
PRINTED NAME AND TITLE OF PERSON SIGNING Samuel Schuchat, Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING Scott Chadwick, City Manager		
ADDRESS & PHONE NUMBER 1515 Clay Street, 10th Floor Oakland, CA 94612 Phone: (510) 286-1015	ADDRESS & PHONE NUMBER 1635 Faraday Avenue Carlsbad, CA 92008 Phone: (760) 602-4623		

AMOUNT ENCUMBERED BY THIS DOCUMENT \$498,075.00	PROGRAM/CATEGORY (CODE AND TITLE) Local Assistance	FUND TITLE/PROP NO. Green House Reduction Fund		
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$-0-	FUND ITEM 3760-101-3228	CHAPTER 29/30	STATUTE 2018	FISCAL YEAR 18/19
TOTAL AMOUNT ENCUMBERED TO DATE \$498,075.00	PROJECT NAME South Carlsbad Boulevard Climate Adaptation Project			

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

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER 	DATE
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Erinda Corpuz
Procurement and
Contracts Manager

- GRANTEE ACCOUNTING PROJECT MANAGER CONTROLLER STATE AGENCY

The project consists of a planning project to incorporate managed retreat and long-term sea level rise adaptation of public infrastructure and coastal resources. The project will plan for climate adaptation for a vulnerable stretch of highway in the City of Carlsbad by developing project alternatives and a 30% design for the new roadway which will incorporate non-motorized transportation lanes. The grantee will also facilitate a stakeholder process to identify opportunities for use at the site of the road retreat, which is expected to include public access and recreation as well as ecosystem enhancements.

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 City Council 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.
 - c. A plan for acknowledgment of Conservancy funding, and the Greenhouse Gas Reduction Fund as the source of that funding.
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.

ADDITIONAL GRANT CONDITION

GGRF Funding Requirements

Grantee acknowledges that the project is funded by the Greenhouse Gas Reduction Fund (GGRF), which is administered by the California Air Resources Board (CARB) as the California Climate Investments (CCI) program. Grantee also acknowledges that the Conservancy must comply with all requirements in CARB's "Funding Guidelines for Agencies Administering California Climate Investments," as revised from time to time ("GGRF Guidelines"), and any other requirements provided by CARB.

Grantee shall cooperate fully with Conservancy staff to meet these requirements and shall provide, in a timely manner, all information or documentation as requested by the Conservancy to comply with such requirements.

These requirements may include the following:

- (a) Applying the Quantification Methodology and Calculator Tool and other tools, templates, methodologies and frameworks approved and provided by CARB and the Conservancy, to evaluate the facilitation of the reduction of greenhouse gas emissions, benefits to priority populations, and co-benefits;
- (b) Project tracking, monitoring and reporting requirements, including periodic reporting of project status; and
- (c) Recordkeeping requirements, as described in the "AUDITS/ACCOUNTING/RECORDS" section of this agreement.

All reporting templates and forms provided by the Conservancy to grantee to meet these reporting requirements shall be incorporated into this agreement by reference.

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. An authorized representative of the grantee shall sign the first page of the originals of this agreement in ink.

This agreement shall run from its effective date through May 28, 2023 ("the termination date") unless otherwise terminated or amended as provided in this agreement. However, all work shall be completed by February 28, 2023 ("the completion date").

The grantee shall deliver a final Request for Disbursement to the Conservancy no later than March 31, 2023.

AUTHORIZATION

The signature of the Executive Officer of the Conservancy on this agreement certifies that at its December 19, 2019 meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit 2. 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. The grantee shall acknowledge funding from GGRF by using the official CCI logo in compliance with the GGRF Guidelines. The CCI logo shall be displayed, to the extent possible, at the project site or on other appropriate locations or materials. In addition to signage, grantee shall acknowledge GGRF funding on announcements, press releases and publications, as provided in the GGRF Guidelines.

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 plan and any other 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 indemnity 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 and 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, and maintain any documents or data collected or reports produced in the course of performing this agreement (collectively, "records"). The records shall include, without limitation, data or documents generated in compliance with reporting requirements referenced in the "ADDITIONAL GRANT CONDITIONS – GGRF FUNDING REQUIREMENTS" section of this agreement, and shall also include the amount, receipt, deposit, and disbursement of all funds related to the implementation of the project, and the use, management, operation and maintenance of the real property. Time and effort reports are also required. The grantee shall maintain adequate supporting records in a manner that permits 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 records relating to performance of the agreement. 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 the later of (1) final disbursement by the Conservancy, (2) the final year to which the particular records pertain, or (3) the project completion date provided in this agreement. The records shall be subject to examination and audit by the Conservancy, the Bureau of State Audits, CARB, the Department of Finance, the Joint Legislative Committee, and other state oversight agencies during the retention periods.

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.

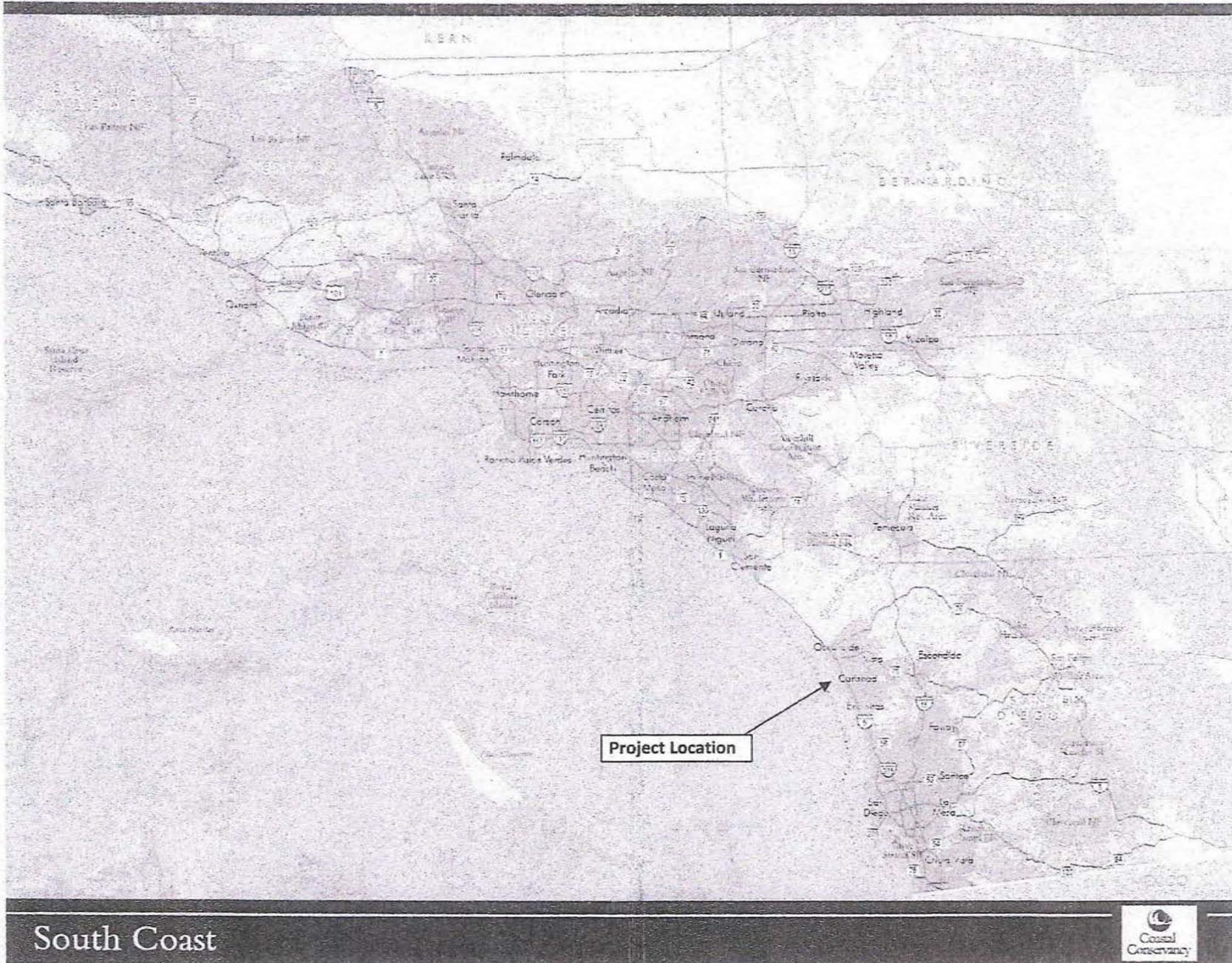
LOCUS

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.

Exhibit 1: Project Location Map



South Coast



COASTAL CONSERVANCY

Staff Recommendation
December 19, 2019

CLIMATE READY GRANTS

Project Nos. 19-040-01, 19-041-01, 19-042-01, 19-043-01
Project Manager: Dan Hossfeld and Mary Small

RECOMMENDED ACTION: Authorization to disburse up to \$1,595,470 to two nonprofit organizations and two public agencies for Climate Ready projects that address the effects of climate change on coastal resources and communities and facilitate reduction of greenhouse gas emissions.

LOCATION: Various locations in coastal watersheds of California and in the counties of the San Francisco Bay Area (Exhibit 1).

PROGRAM CATEGORY: Climate Change

EXHIBITS

- Exhibit 1: Project Maps
Exhibit 2: Letters of Support
-

RESOLUTION AND FINDINGS:

Staff recommends that the State Coastal Conservancy adopt the following resolution pursuant to Sections 31100 *et seq.* of the Public Resources Code:

“The State Coastal Conservancy hereby authorizes the disbursement of an amount not to exceed one million five hundred and ninety-five thousand four hundred and seventy dollars (\$1,595,470) to two nonprofit organizations and two public agencies for four projects that address climate change impacts and facilitate the reduction of greenhouse gas (GHG) emissions as follows:

- County of Marin: Five hundred thousand dollars (\$500,000) to acquire private land at Bucks Landing in Marin County (Marin County’s Assessor’s Parcel Nos. 186-010-20 and 180-171-11) to create a public shoreline park.
- The Bay Foundation: Two hundred ninety-eight thousand, one hundred and twelve dollars (\$298,112) to restore coastal dune habitat at Manhattan Beach to enhance habitat and increase sea level rise resiliency in Los Angeles County.

Exhibit 2: December 19, 2019 Staff Recommendation
CLIMATE READY GRANTS

- The City of Carlsbad: Four hundred ninety-eight thousand and seventy-five dollars (\$498,075) to plan a managed retreat project for South Carlsbad Boulevard in San Diego County.
- Los Peñasquitos Lagoon Foundation: Two hundred ninety-nine thousand two hundred and eighty-three dollars (\$299,283) to plan relocation of parking and public access facilities at Torrey Pines State Natural Reserve in San Diego County.

Prior to commencement of a non-acquisition 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.
3. A plan for acknowledgement of Conservancy funding.

The Bay Foundation shall also submit the following for the review and written approval of the Executive Officer prior to commencement of its project:

4. Evidence that all permits and approvals required to implement the project have been obtained.
5. Evidence that the grantee has entered into agreements sufficient to enable the grantee to implement, operate, and maintain the project.

Authorization of funding to Marin County for the Bucks Landing acquisition is subject to the following conditions:

1. Prior to the disbursement of funds for the Bucks Landing acquisition, the grantee shall submit for the review and approval of the Executive Officer:
 - All relevant acquisition documents for the acquisition including, without limitation, the appraisal, purchase and sale agreement, deed, escrow instructions, environmental or hazardous materials assessment, and title report; and
 - A baseline conditions report
2. The grantee shall pay no more than fair market value for the property, as established in an appraisal approved by the Executive Officer.
3. The property acquired under this authorization shall be managed and operated for habitat and park purposes. The property shall be permanently dedicated to those purposes by an appropriate instrument approved by the Executive Officer.
4. Conservancy funding shall be acknowledged by erecting and maintaining a sign on the property or in a nearby publicly-viewable area, the design and location of which are to be approved by the Executive Officer.

Exhibit 2: December 19, 2019 Staff Recommendation
CLIMATE READY GRANTS

In carrying out each project, each grantee shall comply with all applicable requirements associated with disbursements from the Greenhouse Gas Reduction Fund (GGRF), including all requirements set forth in the Air Resources Board's GGRF Funding Guidelines."

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 Section 31113 of Division 21 of the Public Resources Code, regarding addressing climate change and potential climate change impacts. The authorization is further consistent with Chapter 4.5 which authorizes the Conservancy to award grants to projects located in the nine-county San Francisco Bay Area that address the resource and recreational goals of the San Francisco Bay area, Chapter 5.5 which authorizes the Conservancy to award grants to improve coastal and marine habitats, and Chapter 9 which authorizes the Conservancy to award grants to develop, operate, and manage lands for public access purposes.
2. The proposed projects are consistent with the current Conservancy Project Selection Criteria and Guidelines.
3. The South Carlsbad Boulevard Climate Adaptation Project funds an accessway that will serve more than local needs.
4. Each nonprofit organization grantee proposed under this authorization is organized under section 501(c)(3) of the U.S. Internal Revenue Code, and each of their purposes are consistent with Division 21 of the Public Resources Code."

PROJECT SUMMARY:

Staff recommends that the Conservancy authorize disbursement of up to \$1,595,470 to two nonprofits and two public agencies for four projects that increase resilience of coastal resources and communities to the impacts of sea level rise. These projects are located along the coast, in coastal watersheds and within the San Francisco Bay Area. The projects were the highest-ranking projects in the Conservancy's sixth Climate Ready grant round. One additional project, the Point Pinos Trail Project, is recommended for funding up to \$1 million from this Climate Ready Grant Round, and will be presented in a separate staff recommendation.

This grant round prioritizes projects that include managed retreat, natural shoreline infrastructure, living shorelines and/or habitat enhancement to increase shoreline resilience to sea level rise. The Conservancy solicited projects in spring of 2019 and received 11 applications requesting more than \$6.1 million in funding. This sixth round of Climate Ready grants will be funded by state cap-and-trade proceeds, which are deposited in the Greenhouse Gas Reduction Fund (GGRF) and administered by the California Air Resources Board (CARB). These GGRF funds were appropriated to the Conservancy in 2018 for its Climate Ready Program.

Exhibit 2: December 19, 2019 Staff Recommendation
CLIMATE READY GRANTS

The Conservancy's Climate Ready Program encourages local governments and non-governmental organizations to prepare for a changing climate by advancing planning and implementation of on-the-ground actions that reduce GHG emissions, sequester carbon, or lessen the future impacts of climate change on California's coastal communities, infrastructure and natural resources.

In order to meet GGRF's legislative purposes, projects must (1) facilitate the achievement of reductions of GHG emissions and further the purposes of the Global Warming Solutions Act of 2006 and related statutes, and (2) where feasible, include additional co-benefits, such as investment in disadvantaged communities and economic, environmental and public health benefits to the state. In the expenditure plan for these Climate Ready funds, these projects were determined to facilitate GHG reductions by planning for relocation of development (managed retreat) and by restoring wetlands and coastal habitats and protecting coastal development. Projects that increase resilience to rising sea level will reduce future flooding and associated cleanup and rebuilding, thus facilitating GHG emission reductions.

Two of the recommended projects (**Bucks Landing Acquisition, Torrey Pines State Beach Sea-Level-Rise Adaptation Plan**) benefit disadvantaged communities,¹ and include environmental and public health co-benefits. Conservancy staff's goal in selecting projects to recommend for funding was that at least 35% of total available GGRF funding be used for projects located in or benefitting disadvantaged communities. Round 6 has fallen short of this goal as projects that are located in and benefit disadvantaged communities account for 30% of the total funding recommended for this round.

Staff recommends funding the following four projects for the sixth round of the Climate Ready Program. One project is an acquisition of private land with potential for wetland restoration and managed retreat, one project will implement natural strategies to improve resiliency to sea level rise, and the remaining two projects will plan for managed retreat at vulnerable coastal sites. These projects are arranged by latitude from north to south, with a description of the project type and how it is consistent with the funding purposes. Each individual project summary includes the grantee; project name; recommended funding amount; geographic region; and a brief project description.

¹For purposes of GGRF, the terms "disadvantaged communities" and "low income communities," are defined at Health and Safety Code Sections 39711 and 39713. In this staff report, the term "disadvantaged communities" encompasses both disadvantaged and low-income communities within the GGRF definitions. Section 39711 calls on the California Environmental Protection Agency to identify disadvantaged communities for purposes of GGRF. Disadvantaged communities are identified by the California Environmental Protection Agency as the top 25% most impacted census tracts in CalEnviroScreen 3.0. Low-income communities are defined as the census tracts that are either at or below 80% of the statewide median income, or at or below the threshold designated as low-income by the California Department of Housing and Community Development's 2016 State Income Limits. For more information, see: <https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm>.

Exhibit 2: December 19, 2019 Staff Recommendation
CLIMATE READY GRANTS

County of Marin

\$500,000

Bucks Landing Acquisition

San Francisco Bay Area

Marin County will purchase the property known as “Bucks Landing”, San Rafael, Marin County (Marin County’s Assessor’s Parcel Nos. 186-010-20 and 180-171-11) depicted in Exhibit 1. Acquisition of the 32-acre property will allow Marin County to incorporate the property into the Marin County Park’s jurisdiction and create a public park on the shores of the creek that has access to the shoreline and the creek for water-oriented recreation. The County is also committed to begin planning for a climate-resilient demonstration project onsite, including managed retreat and habitat enhancement components. The County has a purchase agreement with a private landowner for the acquisition in place.

The acquisition of this parcel will facilitate the planning and implementation of a climate-resiliency demonstration project on a likely highly trafficked Marin County Parks property. Wetland restoration on site and conservation of natural lands into perpetuity will foster greenhouse gas emission reductions. Co-benefits of the project include conservation of natural habitat from development, protection of protected species habitat, and facilitation of public access to the bay, and community engagement at a demonstration site.

Marin County Parks has identified this site as an opportunity for a climate-resiliency demonstration project due to its low-lying location along tidally-influenced Gallinas Creek. The property includes developed lowlands (a boat launch and facilities), native saltmarsh, and upland open space. The developed lowlands and native saltmarsh areas are likely to be affected by sea level rise, and have been identified as key components in the managed retreat planning process.

Proposed Funds

Coastal Conservancy	\$500,000
County of Marin, Measure A	\$1,090,000
<u>County of Marin, General Fund</u>	<u>\$9,490</u>
Project Total	\$1,599,490

The Bay Foundation

\$298,112

Manhattan Beach Dune Restoration Project

South Coast

This project will create an innovative protected dune system at Manhattan Beach in Los Angeles County. Santa Monica Bay Restoration Foundation (d.b.a. The Bay Foundation) will restore approximately 3 acres of existing dunes by removal of non-native vegetation, planting of native vegetation, and installation of fencing and educational features in collaboration with LA County Department of Beaches and Harbors and the City of Manhattan Beach, the landowner. Restoration of beach dunes offer a last line of protection from storm surge and sea level rise for vulnerable infrastructure as found in the Los Angeles County Public Beach Sea-Level Rise Vulnerability Assessment (LAC-SLRVA). The LAC-SLRVA also found that with no intervention, Manhattan Beach is expected to erode from 420 feet wide to under 70 feet wide by 2100 due to sea level rise and storm erosion.

This project offers a nature-based method of sea level rise protection and carbon sequestration – no heavy equipment or machinery will be operated to accomplish the goals of this project. Native plantings and restoration will increase the carbon sequestration potential for the dune system. Public access will not be impacted by this project. The project has potential to provide a wide array of benefits, including providing habitat for endangered shorebirds and native plants; sequestering carbon; and protecting homes, roads, and infrastructure against storm surge, sea level rise, and erosion of Manhattan Beach. This project will incorporate resilient shoreline design and operate as a demonstration project for the millions of annual visitors to learn about nature-based solutions to sea level rise through educational and recreational opportunities.

Proposed Funds

Coastal Conservancy	\$298,112
<u>The Bay Foundation</u>	<u>\$38,000</u>
Project Total	\$332,459

LA County Department of Beaches and Harbors and the City of Manhattan Beach will each provide in-kind labor hours with an estimated value of \$3,000.

The City of Carlsbad

\$498,075

The South Carlsbad Boulevard Climate Adaptation Project

South Coast

The City of Carlsbad will lead a planning project incorporating managed retreat and long-term sea level rise adaptation of public infrastructure and coastal resources. South Carlsbad Boulevard, a section of the Pacific Coast Highway, is a heavily trafficked route along the coast in Carlsbad, San Diego County. This southbound road is highly vulnerable to flooding and erosion and has been closed due to storm events.

The proposed project will plan for climate adaptation for this vulnerable stretch of coastal infrastructure. The project will facilitate greenhouse gas emission reductions through habitat

enhancement and development of non-vehicular transit options expected from the planning process. The project area includes both the City of Carlsbad and State Parks jurisdiction – South Carlsbad State Beach and Campground.

Past storm events have resulted in the need for extended rock revetments placed under emergency permits from the California Coastal Commission. The project will include planning for the retreat of this southbound road by presenting alternatives and a 30% design for the new roadway which will incorporate non-motorized transportation lanes. The City will also facilitate a stakeholder process to identify opportunities for use at the site of the road retreat, which is expected to include public access and recreation as well as ecosystem enhancements. The Center for Climate Change Impacts and Adaptation (CCCCIA) at Scripps Institution of Oceanography is partnering on the project and will provide advanced localized sea-level rise predictions and models of cliff and beach retreat.

This project will be a demonstration of a climate adaptation project involving partnership between scientists, resource managers, and decision-makers. The proposed project will have multiple benefits for habitat and climate-adaptive infrastructure protection.

Proposed Funds:

Coastal Conservancy \$ 498,075

The City of Carlsbad will provide in-kind staff time with an estimated value of \$82,190.

Los Peñasquitos Lagoon Foundation \$299,283

Torrey Pines State Beach Sea-Level-Rise Adaptation Plan South Coast

The Los Peñasquitos Lagoon Foundation in collaboration with California State Parks will lead a planning project incorporating managed retreat and long-term climate resiliency strategies into a plan for future public access at Torrey Pines State Natural Reserve. The public access infrastructure in question along the Pacific Coast Highway in San Diego County is highly trafficked and already highly vulnerable to repeated flooding and erosion caused by storm events. These events will increase in frequency and severity due to sea level rise.

The proposed project will plan for relocation of the parking lot in State Parks jurisdiction that is currently vulnerable to sea level rise, and the public access infrastructure associated with the lot (restrooms, beach access, interpretive signage). The project will facilitate greenhouse gas emission reductions through the design of natural shoreline infrastructure to increase climate resilience, and through the habitat enhancement for Diegan coastal sage scrub and southern foredunes areas that support special-status species. The parking lot occupies historic tidal wetland, coastal dune, and coastal sage scrub habitat.

Past storm events have resulted in major erosion on the beach access infrastructure, causing unreliable access for people with disabilities to Torrey Pines State Beach and the California Coastal Trail. The project will include planning for preserved public access as well as relocation of the vulnerable infrastructure to a more resilient location.

This project will be a demonstration of a climate adaptation project involving partnership between non-profits, public agencies, and local stakeholders. Additionally, State Parks is actively identifying other facilities that must consider retreat, and this project will serve as a pilot and framework for statewide consideration.

Proposed Funds

Coastal Conservancy \$ 299,283

California State Parks will provide in-kind staff time, volunteer time, and equipment with an estimated value of \$10,000.

Site Description: All of the projects serve a coastal region or coastal watersheds of the state, and/or are within one of more of the nine counties under the jurisdiction of the San Francisco Bay Area Conservancy Program. See Exhibit 1 for regional maps depicting the locations of the projects.

Grantee Qualifications: All grantees have capacity to manage a state grant, qualified staff or contractors to carry out the project activities, and a record of success completing similar projects.

Project History: California is already experiencing the impacts of climate change. Temperatures are becoming warmer; sea levels are rising; heat waves and wildfires are becoming more frequent and severe; and precipitation patterns are becoming more variable (California's Fourth Climate Assessment, 2018). These impacts are projected to become more severe over the next century, and they will disproportionately affect vulnerable communities that already experience social, racial, health, and economic inequities (Safeguarding California, 2018).

In recognition of the urgent need to help local governments, ports and non-governmental organizations prepare for a changing climate, SB 1066 (Lieu) was signed in 2012, giving the Conservancy explicit authority to address the impacts and potential impacts of climate change on resources within the Conservancy's jurisdiction. This legislation enables the Conservancy to award grants for projects that reduce GHG emissions or address extreme weather events, sea level rise, storm surge, beach and bluff erosion, salt water intrusion, flooding, and other hazards that threaten ports, harbors, coastal communities, infrastructure and natural resources. The Conservancy established its Climate Ready program to address the climate change impacts identified in SB 1066, and give priority to climate change mitigation and adaptation projects that maximize public benefits.

Exhibit 2: December 19, 2019 Staff Recommendation
CLIMATE READY GRANTS

The Conservancy has held five prior rounds of Climate Ready Grants since 2013. Since 2013, the Conservancy has received proposals requesting approximately \$50 million in Conservancy funds. The Conservancy has funded 57 projects totaling approximately \$11 million in Conservancy funds. Past funded projects include sea level rise planning, urban greening, carbon farming and natural shoreline infrastructure planning and implementation projects.

This sixth round of Climate Ready grants was made possible by an appropriation of GGRF for the Climate Ready program. The solicitation was released on April 25, 2019. The focus of the sixth round of grants was on projects that plan or implement managed retreat projects for public infrastructure or that plan or implement natural infrastructure projects. The Conservancy received 11 applications requesting over \$6.1 million. Of these, five are recommended for funding under this grant round, one of which is described in a separate staff recommendation for the Conservancy's December 19, 2019 meeting. The recommendation to fund the other 4 highly ranked projects for a total of \$1,595,470 is based on funding availability and prioritization of projects using the Conservancy's Climate Ready criteria and CARB's Funding Guidelines.

PROJECT FINANCING

Coastal Conservancy	\$1,595,470
Other Funding	\$1,399,510
Project Total	\$2,994,980

This sixth round of Climate Ready grants is funded by a 2018 appropriation of GGRF funds. The Greenhouse Gas Reduction Fund Investment Plan and Communities Revitalization Act (Health and Safety Code (HSC) Sections 39710 – 39723) requires that GGRF funds be used to (1) facilitate the achievement of reductions of GHG emissions consistent with the Global Warming Solutions Act of 2006 (HSC Sections 38500 *et seq*), and (2) to the extent feasible, achieve other co-benefits, such as maximizing economic, environmental and public health benefits, directing investment to disadvantaged communities, and lessening the impacts of climate change on the state's communities, economy, and environment. (HSC 39712(b)). The Global Warming Solutions Act of 2006 sets forth (among other things) certain GGRF funding priorities (HSC Section 38590.1).

Bucks Landing Acquisition

The Bucks Landing Acquisition is consistent with the requirements for use of GGRF funds because this project facilitates the reduction of GHG emissions associated with land and natural resource conservation and management (HSC Section 39712(c)(3)). In addition, the project will lessen the impacts and effects of climate change on the state's communities and environment (HSC Section 39172(b)(6)).

This project is consistent with GGRF funding priorities in the Global Warming Solutions Act of 2006 by employing climate adaptation and resiliency strategies (HSC Section 38590.1(a)(6)).

Manhattan Beach Dune Restoration Project

The Manhattan Beach project is consistent with the requirements for use of GGRF funds because the project facilitates the reduction of GHG emissions associated with natural resource conservation and management (HSC Section 39712(c)(3)). It also supports programs implemented by a nonprofit organization coordinating with a local government (HSC Section 39712(c)(6)), supports the research, development, and deployment of innovative measures and practices (HSC Section 39172(c)(7)), and will lessen the effects of climate change on the state's communities, economy and environment (HSC Section 39172(b)(6)).

The project is consistent with GGRF funding priorities by implementing climate adaptation and resiliency strategies (HSC Section 38590.1(a)(6)).

The South Carlsbad Boulevard Climate Adaptation Project

The South Carlsbad project is consistent with the requirements for use of GGRF funds because the project facilitates the reduction of GHG emissions associated with natural resource conservation and management (HSC Section 39712(c)(3)). It also supports programs implemented by a local agency coordinating with a local government (HSC Section 39712(c)(6)) and supports the research, development, and deployment of innovative measures and practices (HSC Section 39172(c)(7)), and will lessen the effects of climate change on the state's communities, economy and environment (HSC Section 39172(b)(6)).

The project is consistent with GGRF funding priorities by planning climate adaptation and resiliency strategies (HSC Section 38590.1(a)(6)).

Torrey Pines State Beach Sea-Level-Rise Adaptation Plan

The Torrey Pines State Preserve project is consistent with the requirements for use of GGRF funds because the project facilitates the reduction of GHG emissions associated with natural resource conservation and management (HSC Section 39712(c)(3)). It also supports the research, development, and deployment of innovative measures and practices (HSC Section

39172(c)(7)) and will lessen the effects of climate change on the state's communities, economy and environment (HSC Section 39172(b)(6)).

The project is consistent with GGRF funding priorities by planning climate adaptation and resiliency strategies (HSC Section 38590.1(a)(6)).

GGRF Investment Plan

Pursuant to HSC Section 39716, this round of Climate Ready grants is consistent with the Third GGRF Investment Plan: Fiscal Years 2019-2022 (Investment Plan), which sets GGRF's funding goals. The current Investment Plan prioritizes GGRF funding for natural resources, urban greening, climate adaptation and resiliency, and climate research (Investment Plan, pgs. 19-25). Pursuant to the Investment Plan, this round of Climate Ready grants is also consistent with the state's climate goals, which include improving equity, achieving environmental justice, supporting capacity building, and increasing community engagement (Investment Plan, pgs. 4-13).

GGRF Funding Guidelines

CARB is directed by the state legislature to administer the GGRF funds and to develop funding guidelines to implement the GGRF statutory regime (HSC Section 39715). Consistent with the CARB 2018 Funding Guidelines, this round of Climate Ready grants meets the following required guiding principles for GGRF programs:

- Facilitate GHG emission reductions and further the purposes of AB 32 and related statutes
- Target investments in and benefiting priority populations, with a focus on maximizing disadvantaged community benefits
- Maximize economic, environmental, and public health co-benefits to the State
- Foster job creation and job training, wherever possible
- Avoid potential substantial burdens to disadvantaged communities and low-income communities
- Ensure transparency and accountability and provide public access to program information.

Consistent with the Funding Guidelines, this round of Climate ready grants also meets the following recommended guiding principles for GGRF programs:

- Encourage projects that contribute to other State climate goals
- Coordinate investments and leverage funds where possible to provide multiple benefits and to maximize benefits.

CONSISTENCY WITH CONSERVANCY'S ENABLING LEGISLATION:

All of the recommended projects would be undertaken pursuant to Section 31113 of Chapter 3 of Division 21 of the Public Resources Code, which authorizes the Conservancy to address the impacts and potential impacts of climate change on resources within the Conservancy's jurisdiction (Section 31113(a)).

Pursuant to Section 31113(b), the Conservancy is authorized to award grants to nonprofit organizations and public agencies to undertake projects that include reducing greenhouse gas emissions, and addressing extreme weather events, sea level rise, flooding, and other coastal hazards that threaten coastal communities, infrastructure, and natural resources. Consistent with this section, the proposed authorization awards grants to nonprofit organizations and public agencies to undertake the projects described in the "Project Summary" section, which maximize public benefits by facilitating the reduction of greenhouse gas emissions, reducing coastal hazards due to sea level rise, enhancing coastal wetlands and natural lands, and conserving biodiversity.

Bucks Landing Acquisition

The Bucks Landing Acquisition project would also be undertaken pursuant to Chapter 4.5 of Division 21 of the Public Resources Code, Sections 31160-31165, which authorizes the Conservancy to award grants to projects located in the nine-county San Francisco Bay Area that address the resource and recreational goals of the San Francisco Bay area. The project is consistent with Section 31162(b), which sets the goal of protection, restoration, and enhancement of natural habitats and connecting corridors, watersheds, scenic areas, and other open-space resources of regional importance. The project is considered a priority for the San Francisco Bay Area Conservancy Program consistent with Section 31163(c), as the project provides for opportunities for benefits that could be lost if the project is not quickly implemented, and substantial matching funds support the acquisition. The project will preserve 32 acres of habitat, facilitate creation of a new park and public access site, and provide a location for a future San Francisco Bay Water Trail site.

Manhattan Beach Dune Restoration

The Manhattan Beach Dune Restoration Project would also be undertaken pursuant to Chapter 5.5 of Division 21 of the Public Resources Code, Section 31220, which authorizes the Conservancy to award grants to improve coastal and marine habitats as follows:

Pursuant to Section 31220(b)(2), the Conservancy may undertake projects to protect and restore coastal habitats if the project "protects or restores fish and wildlife habitat within coastal and marine waters and coastal watersheds." Consistent with this section, the proposed project will implement restoration and enhancement of coastal dune habitat for wildlife, including listed species.

Pursuant to Section 31220(b)(4), the Conservancy may award grants to protect and restore coastal habitats if the project “contributes to the reestablishment of natural erosion and sediment cycles.” Consistent with this section, the proposed project will restore coastal sand dune habitat and foster the reestablishment of sediment cycles on Manhattan Beach.

Section 31220(c) states that “projects funded pursuant to this section shall include a monitoring and evaluation component.” The proposed project will include post-restoration monitoring to assess restoration success and identify needs for maintenance and adaptive management.

Consistent with section 31220(a), the Conservancy consulted with the State Water Resources Control Board in the development of this grant to ensure consistency the Water Quality Control Plan for the Los Angeles Region (Basin Plan). In addition, the project is consistent with the Greater Los Angeles County Integrated Regional Water Management Plan (GLAC IRWM) by addressing three objectives identified in the plan; enhancing habitat, reducing flood risk, and addressing climate change. The project is also consistent with the GLAC IRWM South Bay Subregional Plan due to the restoration of native habitat.

South Carlsbad Boulevard Climate Adaptation and Torrey Pines State Beach Sea-Level-Rise Adaptation

The South Carlsbad Boulevard Climate Adaptation Project and the Torrey Pines State Beach Sea-Level-Rise Adaptation Plan would also be undertaken pursuant to Chapter 9 of Division 21 of the Public Resources Code, Section 31400.1, which authorizes the Conservancy to award grants to develop, operate, and manage lands for public access purposes to and along the coast.

Section 31400 states the Legislature’s intent that the Conservancy play a principal role in the implementation of a system of public accessways to and along the state’s coastline. Both proposed projects listed above will be funded by the Conservancy to implement public access objectives, as more specifically described in the Access Program Standards below.

Section 31400.2 states that the Conservancy may determine the amount of funding for coastal public accessway projects dependent on factors prescribed by the Conservancy in order to carry out the provisions of the division, and the Conservancy may fund the total cost of initial development of public accessways by non-profit organizations.

Section 31400.3 authorizes the Conservancy to provide such assistance as is required to aid public agencies and nonprofit organizations in establishing a system of public coastal accessways, and related functions necessary to meet the objectives of this division. Both proposed projects listed above are consistent with these sections as the projects will include alternatives for public access at each site into the future while incorporating sea level rise projections.

In addition, Torrey Pines State Beach Sea-Level-Rise Adaptation Plan would be undertaken pursuant to Chapter 9, Section 31408 which states that the Conservancy shall work with

relevant public agencies and departments to plan and implement projects supporting completion of the California Coastal Trail.

CONSISTENCY WITH CONSERVANCY'S ACCESS PROGRAM STANDARDS:

Standard No. 1, Protect Public and Coastal Resources: The South Carlsbad Boulevard Climate Adaptation Project and the Torrey Pines State Beach Sea-Level-Rise Adaptation Plan will plan for the protection of public access in future sea level rise scenarios.

Standard No. 2, Correct Hazards: The South Carlsbad Boulevard Climate Adaptation Project and the Torrey Pines State Beach Sea-Level-Rise Adaptation Plan will prepare plans for highly-used sites to minimize the future hazard of flooding from sea level rise.

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

The four projects proposed for funding assist the Conservancy in meeting a number of its Strategic Plan Goals and Objectives. Relevant Goals and Objectives are listed below each of the proposed projects. Please see the "Project Summary" section, above, for how each proposed project meets the relevant goal(s) and objective(s).

All projects were selected to advance **Goal 8** of the Conservancy's Strategic Plan, to enhance the resilience of coastal communities and ecosystems to the impacts of climate change.

Bucks Landing Acquisition

Bucks Landing Acquisition is consistent with **Goal 8, Objective C**, which seeks to implement projects to increase resilience to sea level rise and other climate change impacts. Acquisition and subsequent park creation onsite will increase the coastal resiliency of the nearby community. The project is further consistent with **Goal 2, Objective G**, which seeks to acquire land to allow for development of new coastal accessways. The site will be converted to a County park, and will be a future site for the San Francisco Bay Water Trail. The project is further consistent with **Goal 6, Objective D**, which seeks to implement projects that preserve and enhance coastal watersheds and floodplains. The acquisition will preserve 32 acres of a coastal watershed. The project is additionally consistent with **Goal 12, Objective A**, which seeks to protect tidal wetlands, riparian habitat, and subtidal habitat. The project is further consistent with **Goal 13, Objective C**, which seeks to complete acquisition projects that increase amount of land accessible to the public. The project is further consistent with **Goal 16, Objective B**, which seeks to increase the resilience to climate change impacts of communities along the coast of California or in the San Francisco Bay Area that lack capacity due to systemic inequities. The acquisition is within a Low-Income Community as defined by AB 1550.

Manhattan Beach Dune Restoration

Manhattan Beach Dune Restoration is consistent with **Goal 8, Objective C**, which seeks to implement projects to increase resilience to sea level rise and other climate change impacts.

Dune restoration will contribute to flood protection and carbon sequestration. The project is also consistent with **Goal 6, Objective B**, which seeks to restore or enhance coastal habitats, including coastal wetlands and intertidal areas, stream corridors, dunes, coastal sage scrub, coastal terraces, forests, and coastal prairie. The project will restore approximately 3 acres of coastal dune habitat. It is further consistent with **Goal 6, Objective D**, which seeks to implement projects that preserve and enhance coastal watersheds and floodplains.

The South Carlsbad Boulevard Climate Adaptation Project

The project is consistent with **Goal 8, Objective B**, which seeks to plan and design adaptation projects to increase resilience to sea level rise and other climate change impacts. The project is further consistent with **Goal 6, Objective A**, which seeks to develop plans for the restoration and enhancement of coastal habitats, including coastal wetlands and intertidal areas, stream corridors, dunes, coastal terraces, coastal sage scrub, forests, and coastal prairie.

Torrey Pines State Beach Sea-Level-Rise Adaptation Plan

The project is consistent with **Goal 8, Objective B**, which seeks to plan and design adaptation projects to increase resilience to sea level rise and other climate change impacts. The project is further consistent with **Goal 2, Objective A**, which seeks to enhance opportunities for access for people with disabilities along the coast. The project is further consistent with **Goal 6, Objective A**, which seeks to develop plans for the restoration and enhancement of coastal habitats, including coastal wetlands and intertidal areas, stream corridors, dunes, coastal terraces, coastal sage scrub, forests, and coastal prairie. The project is additionally consistent with **Goal 6, Objective C**, which seeks to develop plans to preserve and enhance coastal watersheds and floodplains. The project is also consistent with **Goal 16, Objective B**, which seeks to increase the resilience to climate change impacts of communities along the coast of California or in the San Francisco Bay Area that lack capacity due to systemic inequities.

**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:** All projects are consistent with the 2018 Update to the *Safeguarding California Plan* (California Natural Resources Agency), which seeks to "actively engage, educate, learn from, and partner with communities to enable early, continuous, and meaningful participation in adaptation initiatives." (Goal 1, p.

33) and to “support planning and adaptation to reduce hazards and to increase the resilience of coastal communities, infrastructure, development, and other resources” (O-1, p. 172). *Safeguarding California* also calls for support for managed retreat strategies and projects (p.282). All of the proposed projects are also consistent with the 2015 *A Strategy for California @ 50 Million: The Environmental Goals and Policy Report* (Governor’s Office of Planning and Research), which seeks to “prioritize GHG emission reduction actions that provide climate resilience benefits, especially in the natural resource sector” (p.26). All projects are consistent with the 2018 Update to the *Sea Level Rise Policy Guidance* (California Coastal Commission), which provides “an overview of the best available science on sea level rise for California and recommended methodology for addressing sea level rise in Coastal Commission planning and regulatory actions”. The Guidance gives priority to projects that incorporate nature-based approaches and managed retreat (p.124).

a. Bucks Landing Acquisition

- i. This project is consistent with the 2018 Update to the *Safeguarding California Plan*, which seeks to promote mitigation and adaptation strategies with public health and equity benefits (P-3, p. 99); and increase restoration and enhancement activities to increase climate resiliency of natural lands (B-3, p.142).
- ii. This project is also consistent with the 2015 *A Strategy for California @ 50 Million: The Environmental Goals and Policy Report*, which seeks to “build resilience into natural systems and prioritize natural and green infrastructure solutions”, as “well-maintained watersheds and floodplains can lessen flood risks resulting from variations in stream flow and timing of runoff.” (p. 23). The report further seeks to “support landscape-scale approaches to conservation and mitigation that account for multiple benefits” (p.22).
- iii. This project is also consistent with the 2016 *California Water Action Plan*, which seeks to restore coastal watersheds (p.12).

b. Manhattan Beach Dune Restoration

- i. This project is consistent with the 2018 Update to the *Safeguarding California Plan*, which seeks to design and implement nature-based projects to protect and enhance the adaptive capacity of coastal and marine ecosystems (O-2, p.175); increase restoration and enhancement activities to increase climate resiliency of natural lands (B-3, p.142); educate, empower, and engage Californians to reduce vulnerabilities to climate change through mitigation and adaptation (P-2, p. 96); and promote mitigation and adaptation strategies with public health and equity benefits (P-3, p. 99).
- ii. This project is also consistent with the 2015 *A Strategy for California @ 50 Million: The Environmental Goals and Policy Report*, which seeks to “build

resilience into natural systems and prioritize natural and green infrastructure solutions” (p. 23). The report further seeks to “support landscape-scale approaches to conservation and mitigation that account for multiple benefits” (p.22).

- iii. This project is also consistent with the 2016 *California Water Action Plan*, which seeks to restore coastal watersheds (p.12); and encourage flood projects that plan for climate change and achieve multiple benefits (p. 19).

c. The South Carlsbad Boulevard Climate Adaptation Project

- i. This project is consistent with the 2018 Update to the *Safeguarding California Plan*, which seeks to promote community resilience and health equity by improving underlying environmental and living conditions (P-1, p.93); promote mitigation and adaptation strategies with public health and equity benefits (P-3, p. 99); and increase restoration and enhancement activities to increase climate resiliency of natural lands (B-3, p.142). The project plans the retreat of Carlsbad Boulevard, a strategy supported by the plan (p.282).
- ii. This project is also consistent with the 2015 *A Strategy for California @ 50 Million: The Environmental Goals and Policy Report*, which seeks to “support landscape-scale approaches to conservation and mitigation that account for multiple benefits” (p.22).
- iii. This project is also consistent with the 2016 *California Water Action Plan*, which seeks to restore coastal watersheds (p.12); and encourage flood projects that plan for climate change and achieve multiple benefits (p. 19).

d. Torrey Pines State Beach Sea-Level-Rise Adaptation Plan

- i. This project is consistent with the 2018 Update to the *Safeguarding California Plan*, which seeks to promote community resilience and health equity by improving underlying environmental and living conditions (P-1, p.93); promote mitigation and adaptation strategies with public health and equity benefits (P-3, p. 99); and increase restoration and enhancement activities to increase climate resiliency of natural lands (B-3, p.142). The project plans the retreat of facilities at Torrey Pines, a strategy supported by the plan (p.282).
- ii. This project is also consistent with the 2015 *A Strategy for California @ 50 Million: The Environmental Goals and Policy Report*, which seeks to “build resilience into natural systems and prioritize natural and green infrastructure solutions”, as “well-maintained watersheds and floodplains can lessen flood risks resulting from variations in stream flow and timing of runoff.” (p. 23). The report further seeks to “support landscape-scale

approaches to conservation and mitigation that account for multiple benefits" (p.22).

- iii. This project is also consistent with the 2016 *California Water Action Plan*, which seeks to restore coastal watersheds (p.12); and encourage flood projects that plan for climate change and achieve multiple benefits (p. 19).
4. **Support of the public:** As indicated by the support letters provided in Exhibit 2, the suite of proposed projects are supported by elected officials, numerous community and nonprofit organizations, and local agencies.
5. **Location:** All of the projects are located either within a coastal watershed or the nine-county San Francisco Bay region.
6. **Need:** Without Conservancy funding, the proposed projects would either not proceed or would have to be scaled back.
7. **Greater-than-local interest:** The projects to be funded by this authorization will improve resiliency, public access, and recreation throughout the coastal regions of the state and the San Francisco Bay Area. Over the next century the California coastal region will experience more severe impacts from the combined effects of sea level rise, higher air and water temperatures, altered precipitation patterns, salinity changes, ocean acidification, more severe El Niño climate events, increased storm frequency and intensity, higher coastal erosion rates, saltwater intrusion, and greater fire intensity and frequency. These impacts will in turn increase vulnerabilities of our coastal infrastructure, public health and safety, and our natural resources which support our economy and a vast number of other services. They will have wide-ranging implications for coastal and inland communities alike.
8. **Sea level rise vulnerability:** All four Climate Ready projects address the impacts of sea-level rise directly as a project goal. All projects will complete crucial planning steps for protection against sea level rise by providing shoreline and sediment stabilization, retreat of infrastructure, or acquisition of lands to be used as a sea level rise demonstration project.
9. **Urgency:** The longer we wait to adapt to climate change, the greater the future costs and losses will be (California's Coast and Ocean Summary Report, Fourth Climate Change Assessment, 2018). Retreat is the safest, most predictable, and most cost-effective strategy at many locations along California's coast. Coastal marshes and other living shorelines that are restored today will be more resilient as sea level rises, thereby maintaining the flood protection and ecological benefits they provide. It is therefore urgent that we act now to protect our coastal communities and economy as well as our natural resources, public health, and agricultural resources.
10. **Resolution of more than one issue:** The projects recommended for funding are multi-benefit projects that use nature-based solutions to increase resilience to climate change impacts. They will provide both climate mitigation and adaptation while also helping to

achieve a suite of other benefits such as sea level rise resiliency, habitat enhancement, and traffic reduction.

11. **Leverage:** See the "Project Financing" section above.
12. **Innovation:** All four proposed projects incorporate an innovative approach to increasing resiliency to sea level rise at sites available for public interaction and education.
13. **Readiness:** All four projects described in the "Project Summary" section above are ready to implement and complete within one to five years.
14. **Realization of prior Conservancy goals:** See the "Project History" section above.
15. **Return to Conservancy:** See the "Project Financing" section above.
16. **Cooperation:** The Climate Ready projects are intended to foster cooperation across multiple regional and political boundaries to address the impacts of climate change. To achieve this goal multiple nonprofit organizations and federal, state, and local agencies are involved in project implementation.
17. **Vulnerability from climate change impacts other than sea level rise:** All of the proposed projects are focused on climate change adaptation or mitigation, and their goal is to increase resilience of the project area to projected climate change impacts. All of the proposed projects have thus taken vulnerabilities from other climate change impacts, other than sea level rise, into consideration throughout the design of the project.
18. **Minimization of greenhouse gas emissions:** All of the proposed projects will facilitate the reduction of GHG emissions. Please see the "Project Summary" section above.

CEQA COMPLIANCE:

Bucks Landing Acquisition

The project is categorically exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to the CEQA Guidelines at 14 Cal. Code of Reg. Sections 15313(a), 15325 and 15316, which exempt acquisitions of property for purposes of: preserving fish and wildlife habitat; preserving the natural conditions of the property, including plant and animal habitats and its open spaces; and transfer of land to establish a park. The proposed project will preserve the existing natural conditions and habitats of the property, and the management plan for the park has not been developed by Marin County Parks.

An anticipated future use of the property is as an access point to Gallinas Creek and the San Pablo Bay through the property. These activities will be evaluated for their potential environmental effect when Marin County creates a plan for the property. Those activities are not funded, approved or adopted through this authorization.

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

Manhattan Beach Dune Restoration Project

The proposed project is categorically exempt from CEQA review under CEQA Guidelines Section 15333 as a small habitat restoration project of less than five acres that assures the maintenance, restoration, enhancement, or protection of habitat for fish, plants, or wildlife. This project consists of the utilization of existing sediments to passively restore and transform approximately 3 acres of sandy beach habitat into a sustainable coastal strand and dune habitat complex. The project does not involve moving any sediment to or from outside of the project site, and will only involve hand labor without the use of mechanical tools. There are no rare or endangered species located at the project site; accordingly, consistent with CEQA Guidelines Section 15333(a), there would be no significant adverse impact on endangered, rare or threatened species or their habitat. Consistent with CEQA Guidelines Section 15333(b), there are no hazardous materials at or around the project site that would be disturbed or moved. Finally, this project is a stand-alone project, and consistent with CEQA Guidelines Section 15333(c), will not result in impacts that are significant when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects. The project would result in a beneficial impact on wildlife.

Upon approval, staff will file a Notice of Exemption that this proposed project is exempt from CEQA.

The South Carlsbad Boulevard Climate Adaptation Project

The proposed project is statutorily exempt from review under CEQA pursuant to CEQA Guidelines Section 15262, which exempts planning and feasibility studies for possible future actions which have not been approved, adopted or funded. The project involves only (1) the completion of the conceptual and technical designs, and (2) assessment of information needed for environmental review for possible future actions that the Conservancy has not approved, adopted, or funded.

Upon approval, staff will file a Notice of Exemption that this proposed project is exempt from CEQA.

Torrey Pines State Beach Sea-Level-Rise Adaptation Plan

The proposed project is statutorily exempt from review under CEQA pursuant to CEQA Guidelines Section 15262, which exempts planning and feasibility studies for possible future actions which have not been approved, adopted or funded. The project involves only (1) the completion of the conceptual and technical designs, and (2) assessment of information needed for environmental review for possible future actions that the Conservancy has not approved, adopted, or funded.

Upon approval, staff will file a Notice of Exemption that this proposed project is exempt from CEQA.

RESEARCH AGREEMENT, No. 21428-20195252

This Agreement is made by and between City of Carlsbad ("City") with offices at 1635 Faraday Ave., Carlsbad, California 92008-7314, and The Regents of the University of California, a California Corporation having its principal office at 1111 Franklin Street, 5th floor, Oakland, California 94607-5200, on behalf of Scripps Institution of Oceanography at the University of California, San Diego campus ("UCSD") located at 9500 Gilman Drive, La Jolla, California 92093-0210. City and UCSD shall each be referred to as a "Party" or, collectively, as "Parties".

WHEREAS, it is in the mutual interest of City and University that research be conducted on a project entitled "The South Carlsbad Boulevard Climate Adaptation Project" ("Research Program");

WHEREAS, City desires to financially support said Research Program at University;

NOW, THEREFORE, the parties agree as follows:

1 RESEARCH PROGRAM DESCRIPTORS

Principal Investigator: Mark A. Merrifield
Agreement Type: Cost-Reimbursement
Agreement Number: 21428-20195252
Begin Date: April 17, 2020
End Date: March 31, 2023
Total Funded Amount (currently obligated amount): \$233,074.00

2 DEFINITIONS

- 2.1 Research Program. Research Program means the research to be performed as set forth in Exhibit A.
- 2.2 Confidential Information. All documents, information, materials and data provided by one Party to the other and marked as such shall be considered confidential information ("Confidential Information") except as follows. Confidential Information of a Party shall not include any information that: i) is already known by or available to the receiving Party without a confidentiality obligation; ii) is publicly known or available from other sources who are not under a confidentiality obligation to the source of the information; iii) has been made available by its owners to others without a confidentiality obligation; iv) is independently developed by or on behalf of the other Party without reference or access to Confidential Information; or v) relates to potential hazards or cautionary warnings associated with the performance of this Research Program/Statement of Work, or is required to be disclosed under operation of law.
- 2.3 Principal Investigator or Co Principal Investigator (PI). The research is to be conducted by University under the direction of the PI identified in paragraph 1 who will be responsible for the direction of the Research Program, including all budgeting and revisions to the Budget, in accordance with applicable University policies.
- 2.4 Technology. Technology means all tangible materials, inventions, works of authorship, software, information, and data conceived and developed in the performance of the Research Program and funded under this Agreement.
- 2.5 Period of Performance. The Research Program Period of Performance includes the Start Date and the End Date and the time in between.

- 3 **RESEARCH PROGRAM** - The Research Program shall be conducted in accordance with the Research Proposal UCSD 20195252 (Exhibit A) attached hereto and incorporated into this Agreement by this reference solely for the purpose of describing the scope of work to be performed under this Agreement. The Research Program shall be carried out during the Period of Performance unless sooner terminated as herein provided.
- 4 **BUDGET** - City shall support the Research Program by an award of \$233,074.00 U.S. Dollars. The award amount shall cover all direct and indirect costs of the Research Program, as set forth in the Budget attached to the Research Proposal. If at any time University has reason to believe that the cost of the Research Program will be greater than the amount budgeted, University shall notify City in writing to that effect, providing a revised budget of the cost of completion of the Research Program. City shall not be obligated to reimburse University for the costs incurred in excess of the Total Funded Amount and until City has notified University in writing that the revised budget is accepted. UCSD has the authority to rebudget Costs from time to time, at the discretion of the PI, as long as the rebudgeting is consistent with the goals of the Research Program. Upon expenditure of the accepted budget amount, University's obligation to continue performance of the Research Program shall cease. If the Research Program period is more than one year, the balance of any funds remaining at the end of any Research Program year can be carried over to subsequent years during the period of the Agreement to support the Research Program. At the end of the Research Program, if there is a balance owed to City of \$100 or less, UCSD may keep the balance. Any amounts over \$100 will be returned to City unless the parties agree otherwise. UCSD will provide its customary final financial report upon City's written request.
- 5 **TAXES.** UCSD is a nonprofit 501(c) (3) corporation. City agrees that if this Agreement is subject to taxation by any governmental authority, City will pay these taxes in full. UCSD will have no liability for the payment of these taxes.
- 6 **SCIENTIFIC RESEARCH.**
- 6.1 **No Guarantee.** City acknowledges that the Research Program is a scientific undertaking and, consequently, UCSD will not guarantee any particular outcome or specific yield.
- 6.2 **No Warranties.** UCSD provides City the rights granted in this Agreement AS IS and WITH ALL FAULTS. UCSD makes no representations and extends no warranties of any kind, either express or implied. Among other things, UCSD disclaims any express or implied warranty:
- (a) of merchantability, of fitness for a particular purpose,
 - (b) of non-infringement or
 - (c) arising out of any course of dealing.
- 6.3 **Animal Studies.** UCSD does not conduct animal studies that are intended to support applications for research or marketing permits for FDA-regulated products (as described in Title 21, Code of Federal Regulations (CFR) Part 58-Good Laboratory Practice (GLP) for Nonclinical Laboratory Studies).
- 6.4 **Export Control.** Neither Party shall provide export-controlled information or material to the other Party without formal modification of this provision. The Parties agree that it is not anticipated that any report or deliverable will be export controlled. Should the Parties discover

otherwise, the Parties may terminate this agreement or seek a mutual amendment to this provision and shall nevertheless at all times shall agree to comply with all U.S. export laws and regulations.

- 7 **FREEDOM OF RESEARCH.** This Agreement does not limit the freedom of individuals participating in this Research Program to engage in any other research.
- 8 **PAYMENT** - City shall reimburse the University not more often than monthly for allowable costs. The University shall mail invoices to: The University shall mail or email invoices to:

Mike Grim
Environmental Management Department
City of Carlsbad
1635 Faraday Ave.
Carlsbad, California 92008-7314

mike.grim@carlsbadca.gov

Payment may be made by check, ACH or wire transfer. When payment is made an email notification shall be sent to emfcashmgt@ucsd.edu.

Checks shall be made payable to "The Regents of the University of California" and sent to the following address:

The Regents of the University of California
University of California-San Diego
Cashier's Office, Mail Code 0009
9500 Gilman Drive
La Jolla, CA 92093-0009

Note that the Routing Number is different for ACHs and wire transfers.

Payment via ACH (preferred method) bank information:

Receiving bank name: Bank of America, NA
Receiving bank address:
Bank of America, NA
P.O. Box 37025
San Francisco, CA 94137, USA

Account number: 1233018188
Routing (ABA) number: 121000358
Account name: Regents of the University of California, San Diego
ACH preferred format: CTX
Type of Account: Checking

Payment via wire transfer bank information:

Receiving bank name: Bank of America, NA
Receiving bank address:
Bank of America, NA
100 West 33rd Street
New York, NY 10001, USA
Account number: 1233018188
Routing (ABA) number: 0260-0959-3
CHIPS address: 0959
SWIFT address: BOFAUS3N
Account name: Regents of the University of California, San Diego
Type of Account: Checking

Each payment shall be identified by providing the following information:

UCSD fund number or contract/ grant number
AR ISIS account number and invoice number
Principal investigator, department name, department contact name
Any other information that will facilitate the identification of the payment (for payment by check, include a copy of the invoice)
Exact amount of incoming funds
City shall have sixty (60) days from the completion of the Research Program to request that University provide a report of expenditures shown by major cost categories.

- 9 **REPORTS/DELIVERABLES** – The PI will submit a final (technical) report to the City within 90 days of the End Date if a final (technical) report was proposed in Exhibit A. The report will summarize the Research Program accomplishments and significant research findings. **There are no additional deliverables for this Research Program.** City understands and agrees that such final report content, data, and/or other deliverables are provided “as is” and thus, City uses such at its own risk. UCSD extends no warranties of any kind, either express or implied, including but not limited to, warranties of merchantability and fitness for a particular purpose.
- 9.1 **CONFIDENTIAL INFORMATION** - Subject to the Disclosure, Technology, and Patent Rights paragraph of this Agreement, it is the intent of the Parties that neither Party shall furnish any information considered confidential and/or proprietary by it and/or one or more third parties to the other Party in connection with this Agreement except as required by law. Where Confidential Information is disclosed, the receiving Party shall have a duty to protect only Confidential Information disclosed by the disclosing Party which is either: (a) in writing and marked as confidential at the time of disclosure, or (b) disclosed orally or visually and summarized and designated as confidential in a written memorandum delivered to the receiving Party within 30 days of disclosure, and, in the instance of Confidential Information provided to UCSD, it must not only be marked but it must also be delivered only to UCSD's PI. In consideration of the disclosure of any Confidential Information, the other Party agrees that, for a period of three years from the effective date of this agreement, it will take reasonable precautions as normally taken with the its own confidential and proprietary information.
- 10 **RIGHTS IN DATA** - University shall have the right to copyright, publish, disclose, disseminate and use, in whole and in part, any data and information developed under this Agreement.

Subject to paragraph 2.2 Confidential Information, University shall have the right to publish, disclose, disseminate and use, in whole and in part, any data and information disclosed to it by City under this Agreement. Subject to the terms of the Confidential Information, Publication, Use of Name and Disclosure, Technology, and Patent Rights provisions of this Agreement, City shall have the right to disclose, publish and use the reports and deliverables identified in the relevant paragraph and delivered hereunder to City by UCSD. However, under no circumstances will City state or imply in any publication or other published announcement that UCSD has tested, endorsed or approved any product, service or company.

- 11 **USE OF NAME/PUBLICITY** – Neither Party shall use the name, logo, or marks of the other Party, nor the name of any faculty member, employee, researcher, or student of the other Party, in connection with any product, service, promotion, news release, advertisement or other publicity without the prior written permission of the other Party and, if an individual's name be concerned, of that individual. The foregoing prohibition shall not include the transmission of such information to UC's Regents, Advisory Boards, legal counsel or any of their other internal formal boards or committees of either Party; any historically public accounting of funding sources; any listing by a PI, student or employee in a CV or resume in job-seeking or in documenting "other sources" of support or research experience while proposing other funding for research.

- 12 **PUBLICATION, FUNDAMENTAL RESEARCH, ACKNOWLEDGMENT, AND DISCLAIMER** - The basic objective of research activities at UCSD is the generation of new knowledge and its expeditious dissemination for the public's benefit. As a matter of basic academic policy, UCSD retains the right at its discretion to present and publish freely any results of the Research Program to the extent such results do not contain Confidential Information of City. City will provide all reasonable cooperation with UCSD in meeting this objective. UCSD shall have the right to present and publish the results of the work conducted by UCSD under this Agreement to the extent such results do not contain Confidential Information of City. UCSD shall, upon request, provide City the opportunity to review any proposed manuscripts describing said work thirty (30) days prior to submission for publication. City may review the manuscript or publication for disclosure of City's Confidential Information or for potentially patentable Subject inventions within 30 days. If City notifies UCSD that such submission would cause the loss of significant foreign patent rights, University will, at its option, either delete the enabling portion of the proposed publication, or withhold publication for sixty (60) days until U.S. patent filings are completed, but only to the extent that City agrees to reimburse University for costs associated with such patent applications and subsequent prosecutions. UCSD will acknowledge the City in resulting publications for its Research Program. City does not request any disclaimers or request the following disclaimers.

- 13 **DISCLOSURE, TECHNOLOGY, AND PATENT RIGHTS** -
 - 13.1 **City Technology** - All rights to Technology, including software, made solely by City shall belong to City and shall be disposed of in accordance with City policy.

 - 13.2 **University Technology** - All rights to Technology, including software, made solely by UCSD shall belong to the University and shall be disposed of in accordance with University policy.

- 13.3 Joint Technology - All rights to Technology, including software, made jointly by University and City shall be jointly-owned.
- 13.4 Subject Inventions. Inventorship of patentable developments or discoveries first conceived and actually reduced to practice in the performance of this Agreement (“Subject Inventions”) will be determined in accordance with applicable U.S. Patent Law and UCSD policy.
- 13.5 Time-Limited, First Right to Negotiate. To the extent that the University has the legal right to do so, and provided City pays all direct and indirect costs of the Research Program including a proportionate share of all research salaries and benefits, City will have, in accordance with the provisions of the following paragraph, a time-limited first right to negotiate a commercial, royalty-bearing license, to make, use, and sell any UCSD-owned Subject Invention, for the term of any patent thereon.
- 13.6 Disclosure. UCSD shall promptly disclose to City any Subject Inventions arising under this Agreement for which it is a sole or joint inventor. To the extent that City is collaborating with UCSD or engaging in iterative or alternating work with UCSD, whether or not reflected in this Agreement or associated statement of work or proposal, City shall also promptly disclose to UCSD any Subject Inventions arising under this Agreement. The receiving Party shall hold such disclosure on a confidential basis and will not disclose the information to any third party without consent of the disclosing Party. City shall advise University in writing within 60 days of disclosure to the City whether or not it wishes to secure an option or license to UCSD’s interest in the disclosed Subject Invention (“Election Period”). If City elects to secure a license, the City shall assume all costs associated with patent filing, prosecuting and maintaining patent protection for such Inventions whether or not a patent ultimately issues. City shall have 90 days from the date of election to conclude such license or option agreement with UCSD (“Negotiation Period”). Such period may be extended by mutual agreement. Said license shall contain reasonable terms, shall require diligent performance by the City for the timely commercial development and early marketing of applicable Subject Invention(s), and include the City’s continuing obligation to pay patent costs. In the event it is necessary in the opinion of UCSD to file any patent applications to protect a Subject Invention during the Election or Negotiation Periods, City will reimburse patent costs incurred by UCSD during such periods(s). If such option or license negotiation is not concluded within the Negotiation Period or if City does not notify UCSD of its wish to secure an option or license within the Election Period, neither Party will have any further obligation to the other with respect to UCSD’s interest in the disclosed Subject Invention and the rights to such Subject Invention(s) disclosed hereunder shall be disposed of in accordance with University policies. Nothing herein shall prevent UCSD from filing a patent application at its own discretion and expense.
- 13.7 Foreign-Filing Election. Notwithstanding any other provisions establishing or extending time, City must notify UCSD of those countries outside the United States in which it desires a license in sufficient time for UCSD to satisfy the patent-law requirements of those countries. City will reimburse UCSD for out-of-pocket costs for those filings, including patent filing, prosecution, and maintenance fees.
- 13.8 Disclaimer. Nothing in this Agreement is or shall be construed as conferring by implication, estoppel, or otherwise any license or rights under any patents or other rights of UCSD and/or The Regents of the University of California.

- 13.9 **Copyright.** Copyright in original works of authorship, including computer software, first created and fixed in a tangible medium of expression by UCSD in the performance of this Agreement will vest in UCSD. At City's request and to the extent that University has the legal right to do so, University will grant to City a license to University's interest in such works on reasonable terms and conditions, including reasonable royalties, as the Parties mutually agree in a separate writing. However, as with the preceding subsection, City shall advise UCSD in writing within 60 days of disclosure to the City whether or not it wishes to negotiate a license and the City shall then have 90 days from the date of election to conclude a license or option agreement with UCSD.
- 13.10 **Background and Other Intellectual Property.** For the avoidance of doubt, all intellectual property developed outside of this Agreement shall remain the property of its owner. Except as explicitly provided in this Agreement, neither Party receives any right to the other's intellectual property developed outside of this Agreement.
- 14 **INDEMNIFICATION** – Each Party (the "Indemnifying Party") shall defend, indemnify, and hold the other Party, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Indemnifying Party, its officers, employees or agents.
- 15 **EXPENDABLES, SUPPLIES AND EQUIPMENT** - Ownership and title shall vest in UCSD for all expendables, supplies and/or equipment purchased or fabricated to perform the Research Program.
- 16 **EXCUSABLE DELAYS** - In the event of a delay caused by inclement weather, fire, flood, strike or other labor dispute, act of God, act of governmental officials or agencies, or any other cause beyond the control of University, University shall be excused from performance hereunder for the period of time attributable to such delay, which may extend beyond the time lost due to one or more of the causes mentioned above. In the event of any such delay, this Agreement may be revised by changing the Budget, performance period and other provisions, as appropriate, by mutual agreement of the parties.
- 17 **NOTICE** - Whenever any notice is to be given hereunder, it shall be in writing and sent to the following address:

University: Judy Cheng
 (U.S. Mail) Office of Contract and Grant Administration
 Scripps Institution of Oceanography
 University of California, San Diego
 La Jolla, California 92093-0210

(email, preferred) judycheng@ucsd.edu

for courier delivery:

Judy Cheng
Office of Contract and Grant Administration
Scripps Institution of Oceanography
116 Scripps Building
8622 Charles F. Kennel Way (formerly Discovery Way)
La Jolla, California 92037

City: Mike Grim
Environmental Management Department
City of Carlsbad
1635 Faraday Ave.
Carlsbad, California 92008

(email, preferred) mike.grim@carlsbadca.gov

18 EARLY TERMINATION

- 18.1 Either Party may terminate this Agreement upon 30 days' written notice directed to the appropriate individual named in the Notice paragraph of this Agreement. If this Agreement is terminated before the End Date, City will pay the reasonable cost incurred by UCSD in winding down and terminating the Research Program, including the Cost of the Research Program during the wind-down period and all costs and non-cancelable commitments incurred before termination. Such obligations may include, but are not limited to, salary and fringe benefits (including vacation accrual) of personnel engaged on the Research Program during their severance period; purchase orders and other agreements with outside vendors which cannot be canceled; inventory storage and disposition costs for items produced under this Agreement; and indirect costs associated with these obligations. In addition, UCSD shall also be reimbursed for additional costs, which may be incurred as a result of termination, including reasonable clerical and accounting costs. UCSD shall try to limit or terminate any outstanding commitments. If any UCSD student is supported under this Agreement, City will remain responsible for the full cost of the student support through the end of the academic quarter in which this Agreement is terminated. After termination, UCSD will submit a final report of all Costs incurred and all funds received under this Agreement within 90 days. The report will be accompanied by a check for funds remaining after allowable Costs and non-cancelable commitments have been paid or a final invoice for settlement of all costs to be reimbursed.
- 18.2 UCSD reserves the right to cease performance and terminate this Agreement immediately if City fails to pay any invoice within 60 days of receipt.

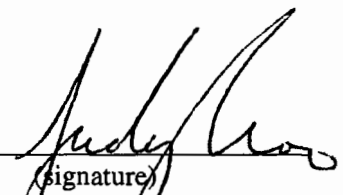
19 General Provisions.

- 19.1 Independent Contractors. UCSD and City are independent contractors and neither is an agent, joint venturer, or partner of the other.
- 19.2 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party.
- 19.3 Purchase Orders. To the extent any conflict arises between the terms of this Agreement and the terms of any purchase order issued by the City, the terms of this Agreement shall govern and those of the PO shall have no effect.

- 19.4 Prevailing Terms. In the event of any inconsistency between the terms of this Agreement and the documents referenced or incorporated into this Agreement, the terms of this Agreement prevail.
- 19.5 Entire Agreement. This Agreement represents the entire agreement and understanding between the parties with respect to its subject matter. It supersedes all prior or contemporaneous discussions, representations, or agreements, whether written or oral, of the parties regarding this subject matter.
- 19.6 Non Discrimination. UCSD shall follow its normal employment policies, which prohibit discrimination against any employee or applicant for employment on the basis of race, color, creed, religion, national origin, sexual preference, marital status, age, sex, or handicap (except where bona fide occupational qualification so requires), with respect to this Agreement. Qualified individuals will not be denied the opportunity to contribute to the work to be conducted at UCSD under this Agreement on those bases or on the basis of citizenship.
- 19.7 Governing Law. This Agreement is governed by the laws of the State of California, without regard to its conflict of laws doctrine. Any legal action involving this Agreement or the Research Program will be adjudicated in the State of California.
- 19.8 Electronic Copies, Signatures, and Amendments or Changes. The parties agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used. For purposes of this Agreement and any subsequent modifications, "original signature" shall include an ink or electronic signature. The parties further waive any right to challenge the admissibility or authenticity of this Agreement in a court of law based solely on the absence of an original signature and/or original document. This provision shall be upheld and shall survive termination of the agreement for a period of 5 years for purposes of establishing validity of this Agreement (including amendments) regardless of any choice of law determination made by a court or other authority. Amendments or changes to this Agreement must be in writing and signed by the parties' authorized representatives.
- 19.9 Counterparts. This Agreement and any amendment to it may be executed in counterparts and all of these counterparts together shall be deemed to constitute one and the same agreement.

The following authorized Party representatives have executed this Agreement, including all its terms and conditions.


THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: 
(signature)

Name: Judy Cheng
Title: Principal Contract & Grant
Officer

Date: 03/17/2020

THE CITY OF CARLSBAD

By: 
(signature)

Name: Scott Chadwick
Title: City Manager

Date: 7 MAY 20

Exhibit A

Workshops and Stakeholder Meetings	<p>This project serves to demonstrate an innovative partnership model between scientists, resource managers, and decision-makers for advancing a community-based sea-level rise adaptation strategy. A critical component of ensuring the Project's success is soliciting input from various departments at the City of Carlsbad on priority needs and sea-level rise adaptation strategies, as well as gathering input from regional stakeholders such as State Parks, Caltrans, coastal residents, and community groups.</p> <p>Researchers will participate in these meetings to advance a collective visioning process and to serve as a learning opportunity for how to advance sea-level rise adaptation from a plan to tangible investments and projects. These workshops will also provide opportunity for researchers to directly engage city and community leaders in their research results and to discuss ongoing partnership opportunities for monitoring sea-level rise and cliff retreat.</p>
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Work Products:

Cliff Retreat Analysis

- Historic Cliff Erosion Analysis
- Enhanced Predictions of Cliff Erosion Report
- Cliff Hazard Results Workshop

UNIVERSITY OF CALIFORNIA, SAN DIEGO

DETAILED BUDGET REQUEST FOR THE PERIOD FROM 01/01/2020 THROUGH 12/31/2022

ePD No.: 21428-2019

Agency: State Coast

SALARIES & EMPLOYEE BENEFITS:

Year: Total

Name and Payroll Title	* Monthly Salary Recharge Rate	Actual F/T Equivalent Person-Months Dedicated to Project	Total Salaries and Emp. Benefits Requested
Mark Merrifield (PI) Professor	See detail by year	0	\$0
Adam Young Assistant Project Scientist	See detail by year	5.00	\$77,040
Laura Engeman Acad Program Manager Officer 3	See detail by year	6.00	\$76,627
Robert Grenzeback Staff Research Associate	See detail by year	2.50	\$22,538
Lucian Parry Marine Tech	See detail by year	2.50	\$20,709

*Salary recharge rates are calculated for actual productive time only (except for non-faculty academic sick leave). The rates include component for employee benefits, provisions for applicable merit increases and range adjustments in accordance with University policy, except postdoc which do not include components for downtime, so those rates are calculated for all working hours. Staff overtime or remote location allowances may be required in order to meet project objectives, and separate rates are used in those cases.

TOTAL SALARIES & EMPLOYEE BENEFITS \$196,915

PROJECT SPECIFIC SUPPLIES, MATERIALS & OTHER EXPENSES:

See detail by year \$5,760

Project specific costs that include research telephones, tolls, voice and data communication charges, photocopying and postage are requested. Supply and expense items, categorized as project specific, and computer and networking services are for expenses that specifically benefit this project and are reasonable and necessary for the performance of this project.

TOTAL SUPPLIES, MATERIALS & OTHER \$5,760

TOTAL DIRECT COSTS \$202,674

INDIRECT COSTS: (15% total direct cost limit per sponsor):

Rate: On-Campus See detail by year

*Base:

*Base is total direct cost

INDIRECT COST \$30,400

TOTAL AMOUNT REQUESTED \$233,074

Budget Justification

Senior Personnel:

Mark Merrifield (PI), Professor, (No salary requested) will serve as PI and will coauthor publications resulting from this work.

Dr. Adam Young, Associate Project Scientist, (YR1 3.0 calendar month, YR2 2.0) will plan, conduct, and oversee the cliff retreat analysis and surveys. Dr. Young will also continue to lead the effort to develop best practices and methods for data processing and analysis.

Laura Engeman, Program Manager, (YR1 3.0 calendar month, YR2 2.5, and YR 3 0.5) will be responsible for overseeing the project, directing the other personnel. Additionally, she will lead the design and development of the tools used to communicate the data and results from the project.

Other Personnel:

Robert L. Grenzeback, Staff Research Associate, (YR1 1.5 calendar months, YR2 1.0) will be responsible for overseeing the engineering development aspects of the project, working closely with the Dr. Young and Dr. Merrifield. Additionally, he will design and develop tools used to collect and interact with the data, and results from the project.

Lucian Parry, Marine Technician, (YR1 1.5 calendar month, YR2 1.0) will perform necessary technical functions related to the completion of the scope of work of the award. The tasks will include work focused on the set-up of the marine environment units, and coordinating the deployment, monitoring and maintenance of the units.

Scripps Institution of Oceanography, in accordance with Cost Accounting Standards, uses recharge rates that include benefits with salary. Salary recharge rates are charged for actual productive time only (except for non-faculty academic sick leave, which is charged as direct). The rates include components for employee benefits, provisions for applicable merit increases, and range adjustments in accordance with University policy. Staff overtime or remote location allowance may be required in order to meet project objectives, and separate rates are used in those cases.

Project Specific Supplies, Materials & Other Expenses:

Total supplies, materials and other expenses requested is \$5,760.

(\$3,200) Total publication costs requested. \$1,200 in YR1, \$1,000 in YR2 and \$1,000 in YR3.

(\$2,560) Project Specific Costs include research telephone use, tolls, voice and data communication charges, photocopying, faxing and postage are requested by UCSD. Supply and expense items, categorized as project specific, and computer and networking services are for expenses that specifically benefit this project and are reasonable and necessary for the project performance of this project. \$1,440 in YR1, \$1,040 in YR2 and \$80 in YR3.

Indirect Costs (IDC):

The sponsor limits IDC to 15% total direct costs

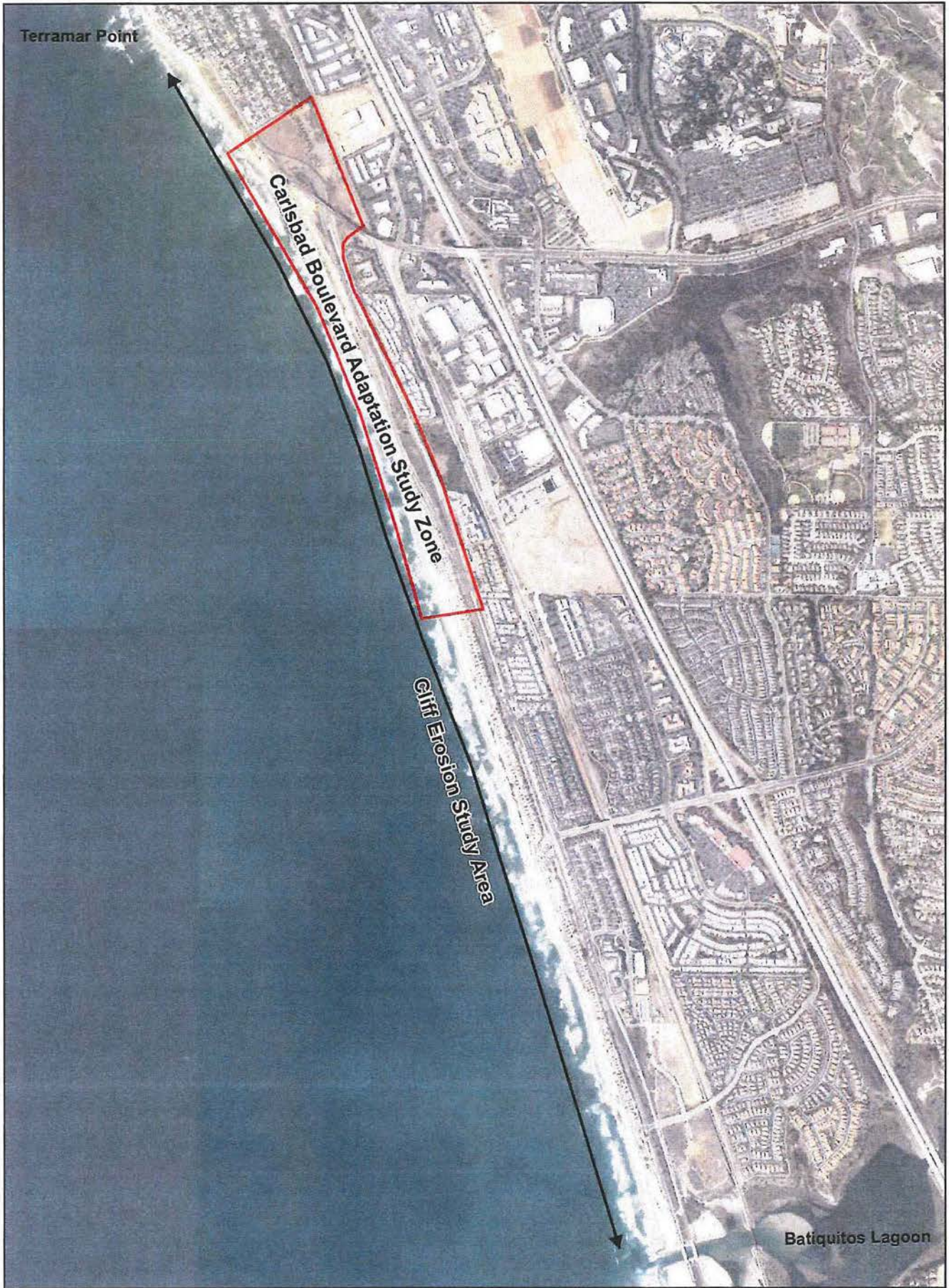
YR1 = \$16,717

YR2 = \$12,516

YR3 = \$1,167

Total IDC = \$30,400

Total direct and indirect costs requested for the three-year project \$233,074.



Attachment 1a: Project Area Map



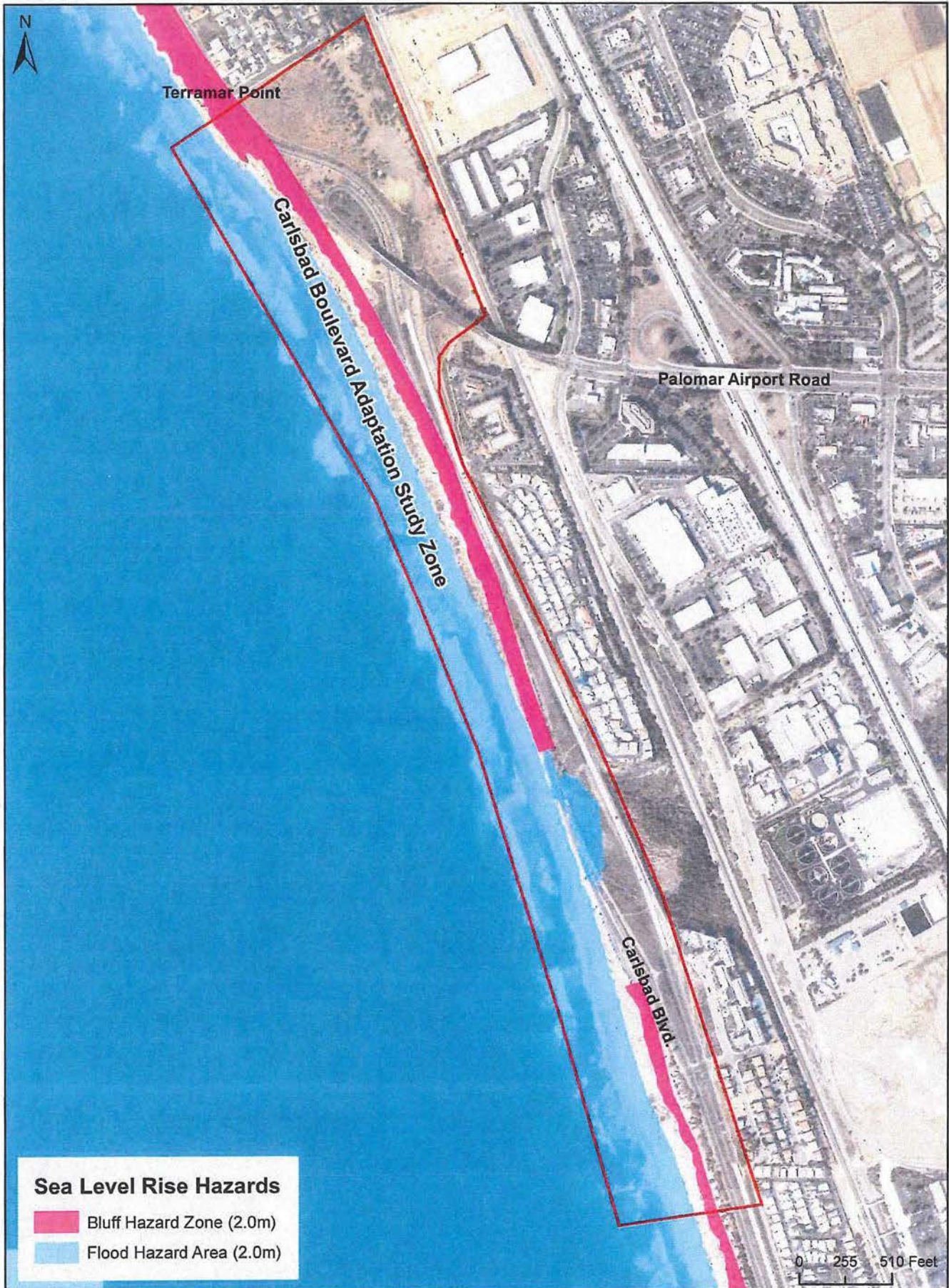
Attachment 1b: Map showing Carlsbad Boulevard split between Northbound and Southbound lanes and proximity to bluff and beach



Attachment 1c: Map showing where emergency revetment placed to protect Carlsbad Boulevard Southbound

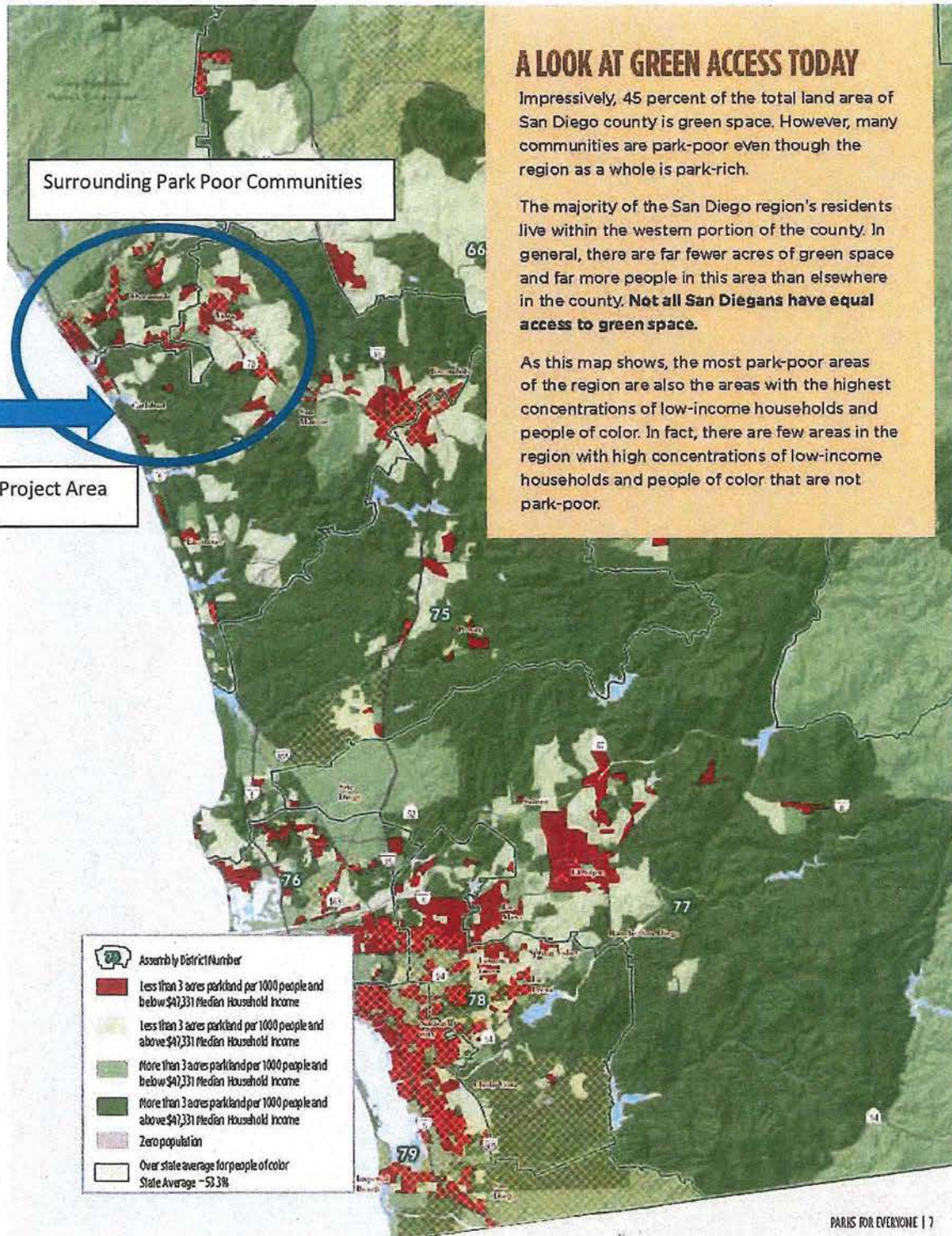


Attachment 1d: Project Area with SLR Predictions of 2 meters

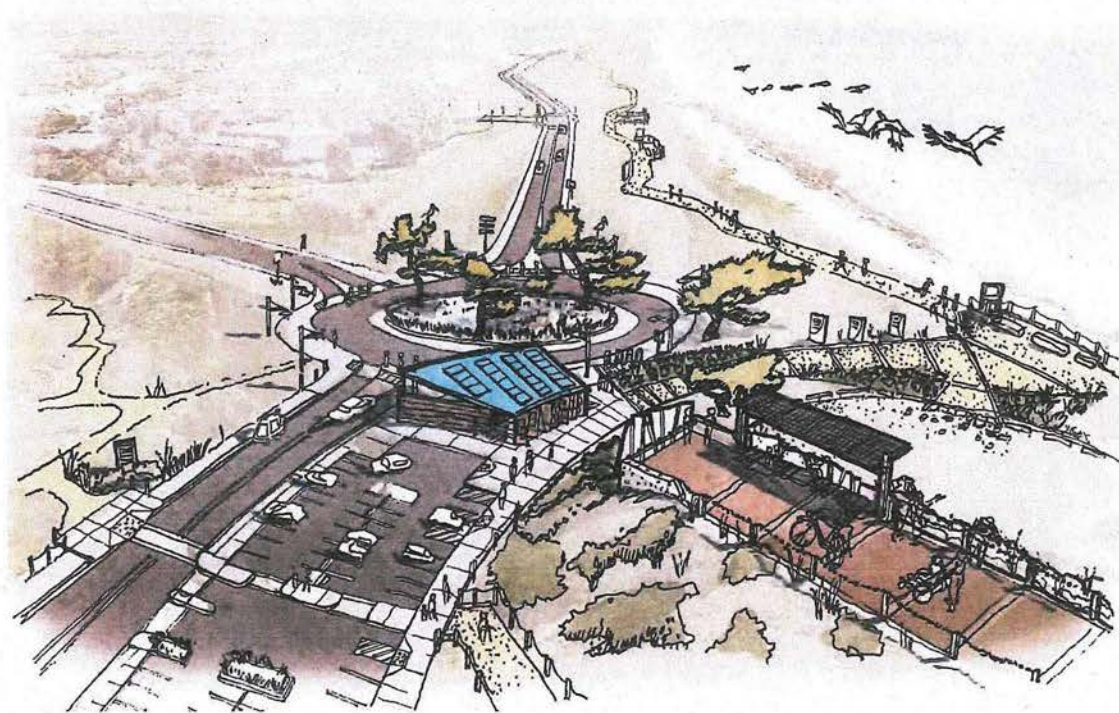
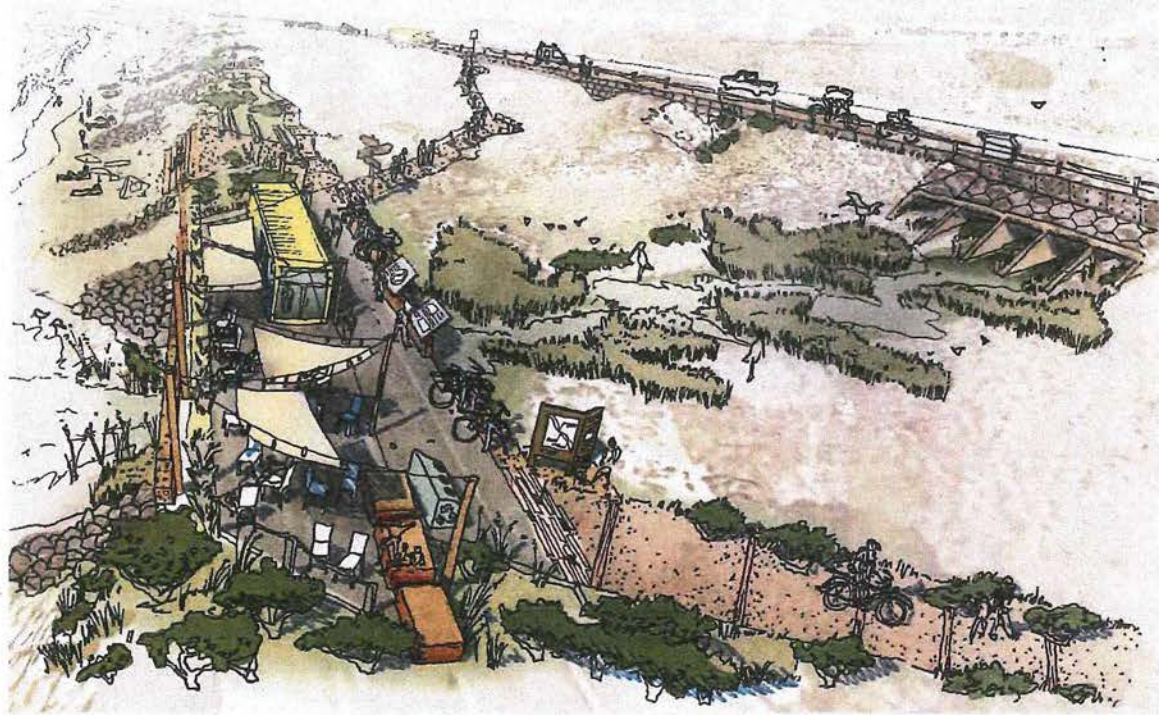


Attachment 1e: Project Area with SLR Predictions of 2 meters

Attachment 2: Map of Park Poor Areas in San Diego near the Project Area



Attachment 3: Example of Architectural Visualizations to Be Created to Help Re-envision the South Carlsbad Boulevard Transportation Corridor



Attachment 4: Photos of Project Area

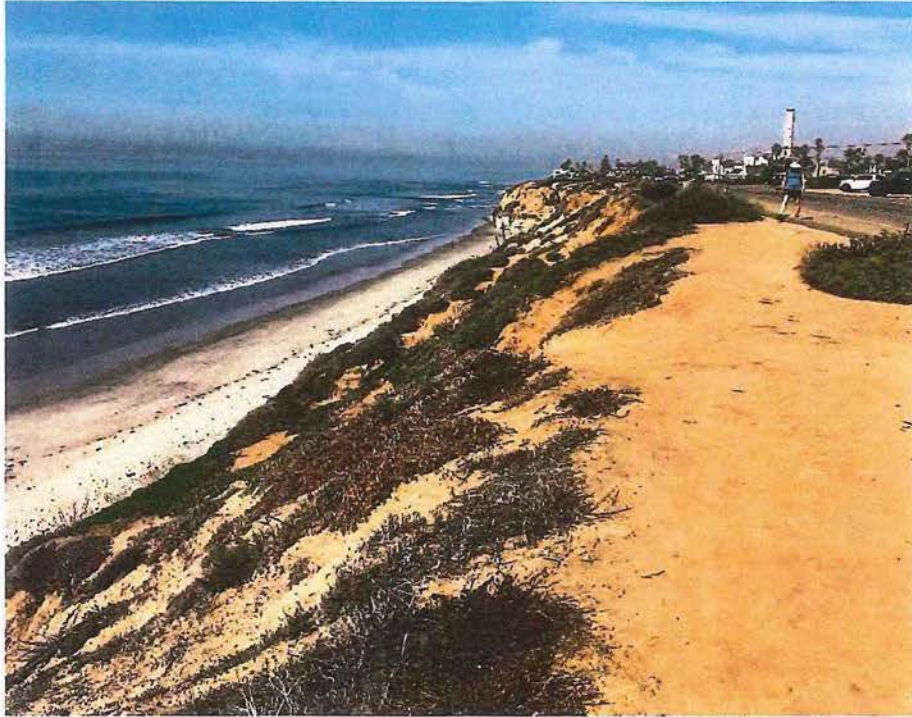


Photo 1. Beach conditions at northern end of Cliff Erosion Study Zone (in vicinity of Terramar Point)

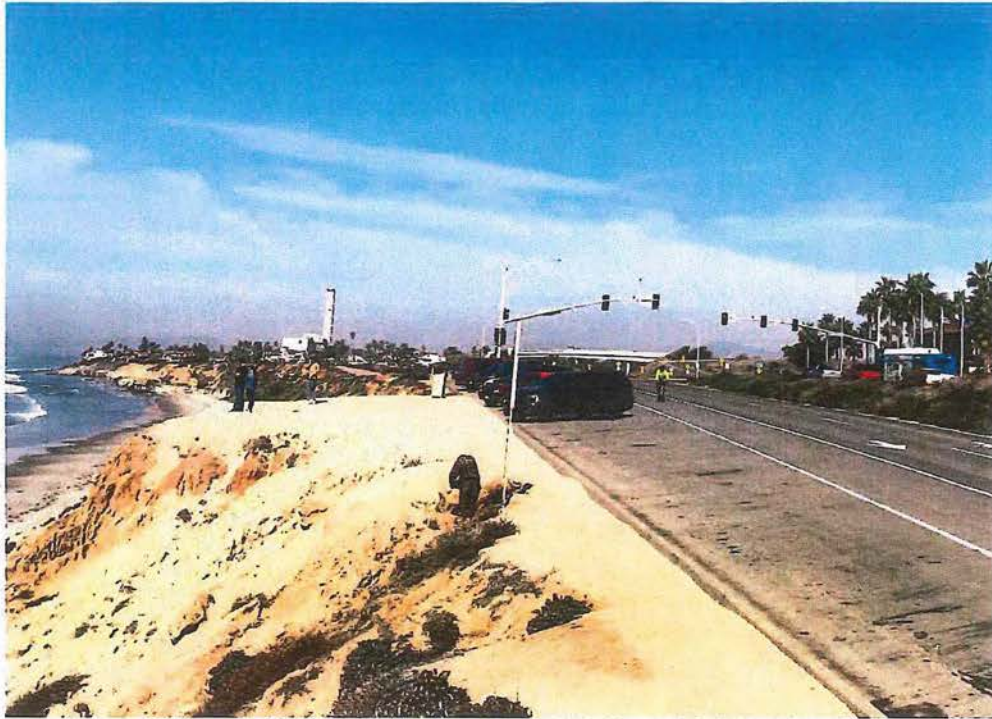


Photo 2. Existing conditions at western terminus of Solamar Road



Photo 3. Beach conditions at western terminus of Palomar Road

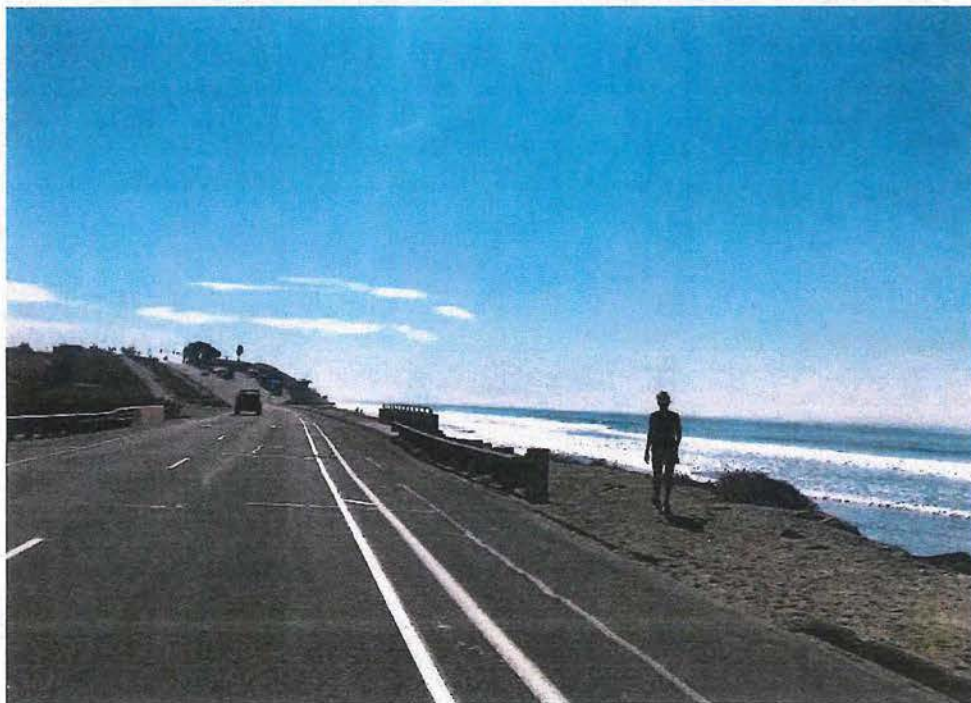


Photo 4. Las Encinas Bridge



Photo 5. Las Encinas Bridge



Photo 6. Existing Revetment at Las Encinas Bridge



Photo 7. Erosion at Las Encinas Bridge



Photo 8. Erosion and Flooding at Las Encinas Bridge



Photo 9. Carlsbad Boulevard northbound and southbound divide at Las Encinas Creek

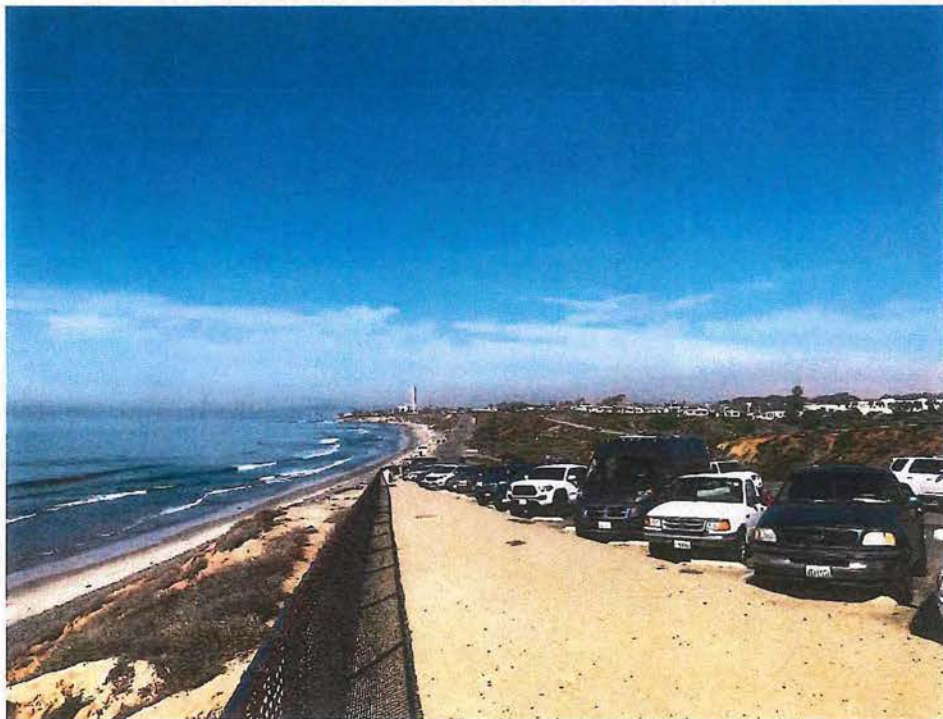


Photo 10. North Ponto State Beach day use area

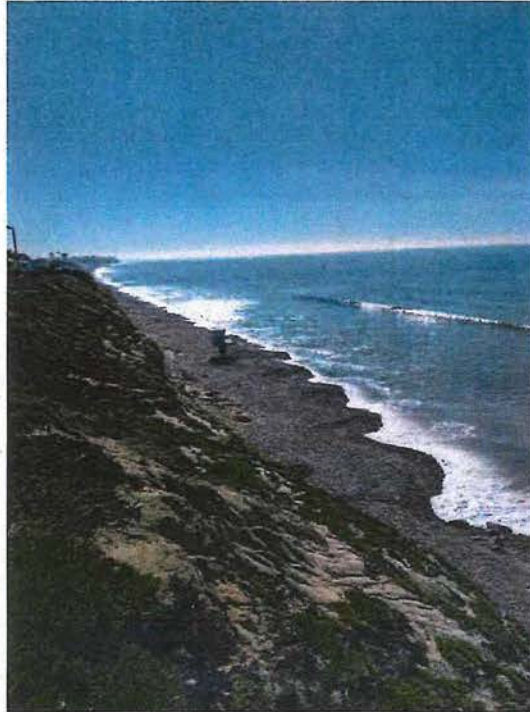


Photo 11. Beach Conditions North Ponto State Beach campground area

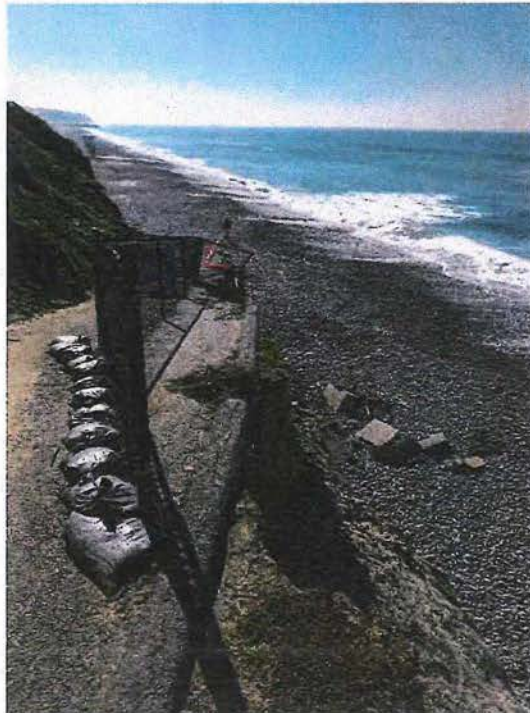


Photo 12. Beach access erosion at North Ponto State Beach campground area

All Receive - Agenda Item # 4
For the Information of the:
CITY COUNCIL
Date 5/5/20 CA CC
CM ACM DCM (3)



Council Memorandum

May 5, 2020

To: Honorable Mayor Hall and Members of City Council
From: Paz Gomez, Deputy City Manager, Public Works
Via: Geoff Patnoe, Assistant City Manager *GP*
Re: **Additional Materials Related to Staff Report Item No. 4 – Authorize Agreements for the South Carlsbad Boulevard Climate Adaptation Project**

This memorandum provides information related to staff report Item No. 4 of the May 5, 2020 City Council agenda packet. The staff report contains a reference to the City Council Oct. 15, 2013 meeting and Agenda Bill 21,397 regarding the Carlsbad Coastal Corridor Project. Attached are the minutes of the Oct. 15, 2013 meeting and Agenda Bill 21,397 for your reference.

Additionally, there was a question regarding the number of Capital Improvement Program (CIP) projects that have been removed from the CIP in the last 20 years. Projects are not removed from the CIP unless approved by City Council either during the CIP budget approval process or via separate action.

Attachments: A. Minutes from the Oct. 15, 2013 City Council meeting
B. Agenda Bill 21,397

cc: Scott Chadwick, City Manager
Celia Brewer, City Attorney
Robby Contreras, Assistant City Attorney
James Wood, Environmental Manager
Mike Grim, Senior Program Manager
Sheila Cobian, City Clerk Services Manager

Public Works Branch
Environmental Management Department
1635 Faraday Avenue | Carlsbad, CA 92008 | 760-602-2799

MINUTES

MEETING OF: CITY OF CARLSBAD CITY COUNCIL
(Regular Meeting)
DATE OF MEETING: October 15, 2013
TIME OF MEETING: 9:00 a.m.
PLACE OF MEETING: 1635 Faraday Avenue, Room 173A, Carlsbad, CA 92008

CALL TO ORDER: Mayor Hall called the Meeting to order at 9:05 a.m.

Present: Council Members Hall, Packard, Wood, Blackburn, Douglas.
Absent: None.

REGIONAL REPORTS: None

DEPARTMENTAL AND CITY MANAGER REPORTS:

1. **AB #21,397 – CARLSBAD COASTAL CORRIDOR PROJECT STATUS REPORT.**

Gary Barberio, Assistant City Manager, and Peter Norby, Peter Norby Consulting, provided a Powerpoint presentation (on file in the Office of the City Clerk) and recommended that Council direct staff to change the direction and strategic approach to the Coastal Corridor project.

Mr. Barberio reviewed the major outreach programs that precipitated the launch of the Coastal Corridor project. The outreach resulted in awareness of the public's desire to activate Carlsbad's beach community and to enhance services, e.g. beach area restrooms, showers, beach concessions, improved access, family safety, bicycle and walking trails, places to gather and bluff top parks. Council's direction also provided the guiding principles for the project.

He provided examples of similar desirable enhancements observed in Laguna Beach, Del Mar, Solana Beach and Encinitas Moonlight Beach areas. He also noted that oceanfront dining provides citizens and visitors close proximity to the beach and the opportunity to enjoy the reflective nature of the environment.

Mr. Barberio explained that staff felt that it might be an appropriate time to re-evaluate how best to achieve the goals of the project. He added that staff had determined that the geographic focus should be expanded along Carlsbad Boulevard.

Mr. Barberio also provided a review of the current projects underway in the northern part of Carlsbad, including Livable Streets and the State Street roundabout, and the benefits that these projects would provide. He added that staff continues to work with the State in the city's effort to exchange and expand land access at Highway 101/Cannon Road/Palomar Airport Road intersections.

Mr. Norby discussed the changes in community needs since Highway 101 was first constructed in 1918 and the growth Carlsbad has realized, from being a small sparsely populated city in the 1920's and 1930's, to a city of about 108,000 citizens today. The land development that has occurred has been predominantly east of Highway 101.

Mr. Norby's presentation included photographs of potential community improvements, both small and large, which could provide citizens a more peaceful environment, additional parking, safer crosswalks, seating areas, pet friendly and pedestrian friendly options, public art and small, well-appointed park areas along downtown streets, and gathering opportunities. He also provided a glimpse of several enhancements he envisions for Carlsbad Boulevard, from Cannon Road to Tamarack Avenue.

Mayor Hall commended City Manager, John Coates, and staff for re-evaluating this project and offering a greater vision in terms of both improvements and increasing the span of the corridor.

ACTION: On a minute motion by Mayor Pro Tem Packard, Council directed staff to proceed with further research to achieve both elements of the Coastal Corridor Plan.

AYES: Hall, Packard, Wood, Blackburn, Douglas.

NOES: None.

ACTION: On a minute motion by Mayor Pro Tem Packard, Council directed staff to proceed with negotiations with the State Parks to enhance/exchange land opportunities along Highway 101.

AYES: Hall, Packard, Wood, Blackburn, Douglas.

NOES: None.

2. **AB #21,398 – ENVISION CARLSBAD GENERAL PLAN UPDATE PROGRAM STATUS, PROGRESS, AND SCHEDULE PRESENTATION.**

David de Cordova, Principal City Planner, provided a Powerpoint presentation (on file in the Office of the City Clerk) which reviewed the status of the General Plan Update. Mr. de Cordova reviewed both familiar and new elements of Carlsbad's General Plan.

Some of the new elements contain the expansion of the arts element to include historic resources and enhancements to library services, the mobility element which introduced "Livable Streets" and the housing element, reflecting changes in state requirements for the years 2013 to 2021. He added that some land use changes came about as a result of the development of the "preferred plan" including -

- Quarry Creek and barrio housing elements.
- Village use – Master Plan includes economic vitality and increased density.
- Maintain and enhance a sense of community in the barrio area.
- Encina Power Plant – some changes to include citizen/visitor use and open space.
- Northeast Quadrant and professional developments along College Boulevard and Palomar Airport Road.

Mr. de Cordova continued stating that the city has added a “Climate Action Plan” in accordance with the State’s legislative act as stated in AB32, which establishes goals to reduce greenhouse gas emissions and changes to the Environmental Quality Act. An Environmental Impact Report (EIR) will also be prepared for the General Plan.

Mayor Hall commended staff and the Council for its work to date and stated that the last General Plan update was conducted in 1994, and stressed the importance of this document.

Bob Ladwick came forward and addressed Council regarding the La Costa Town Square project. He suggested the element presently designated as office space be changed to high density residential (90 unit/multi-family) use.

Discussion ensued regarding the number of units left in the city’s excess dwelling bank, how potential changes would affect the dwelling bank, and the zoning and status of the vacant land that was once considered to be developed as a Walmart store.

City Attorney, Celia Brewer, suggested that a list of potential changes to the plan be created and placed on an agenda for public participation at a future regular meeting.

Mr. de Cordova also reviewed some of the housing elements and housing site inventory changes that have been proposed for Council incorporation into the General Plan update.

Discussion continued concerning the benefit to the city of re-evaluating and including the proposed changes in the draft of the Plan verses approving the current draft of the Plan as is and proceeding with the review process when, and if, individual applications for land development changes are received.

Kathy Dodson, Community and Economic Development Director, suggested that staff be directed to proceed with comprising a list of the best possible land use options as are known today.

Mr. Barberio added that making additional changes to the plan will also provide the Council with more information which may be beneficial in terms of time and expense.

In response to an inquiry from Mayor Pro Tem Packard, Mr. Barberio stated that staff will provide the Council with a list of projects at the November 5, 2013 City Council meeting. He added that at that time, the public will have an opportunity to offer suggestions for changes or additions to the land use plan.

ACTION: On a minute motion by Mayor Pro Tem Packard, Council requested this matter be placed on the November 5, 2013 agenda.

AYES: Hall, Packard, Wood, Blackburn, Douglas.

NOES: None.

PUBLIC COMMENT: None.

CITY MANAGER COMMENTS: None.

CITY ATTORNEY COMMENTS: None.

ANNOUNCEMENTS: None.

ADJOURNMENT:

By proper motion, the Regular Meeting of October 15, 2013 was adjourned at 11:56 a.m.


BARBARA ENGLESON
City Clerk



CITY OF CARLSBAD – AGENDA BILL

AB#	21,397	CARLSBAD COASTAL CORRIDOR PROJECT STATUS REPORT	DEPT. DIRECTOR	GTO
MTG.	10/15/13		CITY ATTY.	CB
DEPT.	CM		CITY MGR.	CC

RECOMMENDED ACTION:

To receive an oral report from staff regarding the status of the Carlsbad Coastal Corridor project and direct staff to change the direction and strategic approach to the project as follows:

- 1) Pursue livable streets improvements within the Carlsbad Boulevard right-of way and an expanded project boundary (northern to southern city limit lines); and
- 2) Pursue exploration of expanded partnership opportunities with CA State Parks with the goal of enhancing beach facilities and services along the full extent of Carlsbad’s coastline.

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

Pursuant to Public Resources Code section 21065, this status report does not constitute a “project” within the meaning of CEQA in that no potential to cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and therefore does not require environmental review.

EXHIBITS:

1. Carlsbad Community Vision Summary
2. South Carlsbad Coastal Corridor Guiding Principles

DEPARTMENT CONTACT: Gary T. Barberio 760-434-2821 gary.barberio@carlsbadca.gov

FOR CLERK USE.				
COUNCIL ACTION:	APPROVED	<input type="checkbox"/>	CONTINUED TO DATE SPECIFIC	<input type="checkbox"/>
	DENIED	<input type="checkbox"/>	CONTINUED TO DATE UNKNOWN	<input type="checkbox"/>
	CONTINUED	<input type="checkbox"/>	RETURNED TO STAFF	<input type="checkbox"/>
	WITHDRAWN	<input type="checkbox"/>	OTHER – SEE MINUTES	<input checked="" type="checkbox"/>
	AMENDED	<input type="checkbox"/>	REPORT RECEIVED	<input checked="" type="checkbox"/>

On a minute motion, Council directed staff to proceed with further research to achieve both elements of the Coastal Corridor Plan. On a minute motion, Council directed staff to proceed with negotiations with the State Parks to enhance/exchange land opportunities along Highway 101.

Community Vision

Thousands of community members have participated in the city-sponsored Envision Carlsbad program to create a community vision for Carlsbad's future. The core values and vision statements emerging from this process serve as a guide for city leaders as they carry out their service to all who live, work and play in the City of Carlsbad.



Small town feel, beach community character and connectedness

Enhance Carlsbad's defining attributes—its small town feel and beach community character. Build on the city's culture of civic engagement, volunteerism and philanthropy.

Open space and the natural environment

Prioritize protection and enhancement of open space and the natural environment. Support and protect Carlsbad's unique open space and agricultural heritage.

Access to recreation and active, healthy lifestyles

Promote active lifestyles and community health by furthering access to trails, parks, beaches and other recreation opportunities.

The local economy, business diversity and tourism

Strengthen the city's strong and diverse economy and its position as an employment hub in north San Diego County. Promote business diversity, increased specialty retail and dining opportunities, and Carlsbad's tourism.

Walking, biking, public transportation and connectivity

Increase travel options through enhanced walking, bicycling and public transportation systems. Enhance mobility through increased connectivity and intelligent transportation management.

Sustainability

Build on the city's sustainability initiatives to emerge as a leader in green development and sustainability. Pursue public/private partnerships, particularly on sustainable water, energy, recycling and foods.

History, the arts and cultural resources

Emphasize the arts by promoting a multitude of events and productions year-round, cutting-edge venues to host world-class performances, and celebrate Carlsbad's cultural heritage in dedicated facilities and programs.

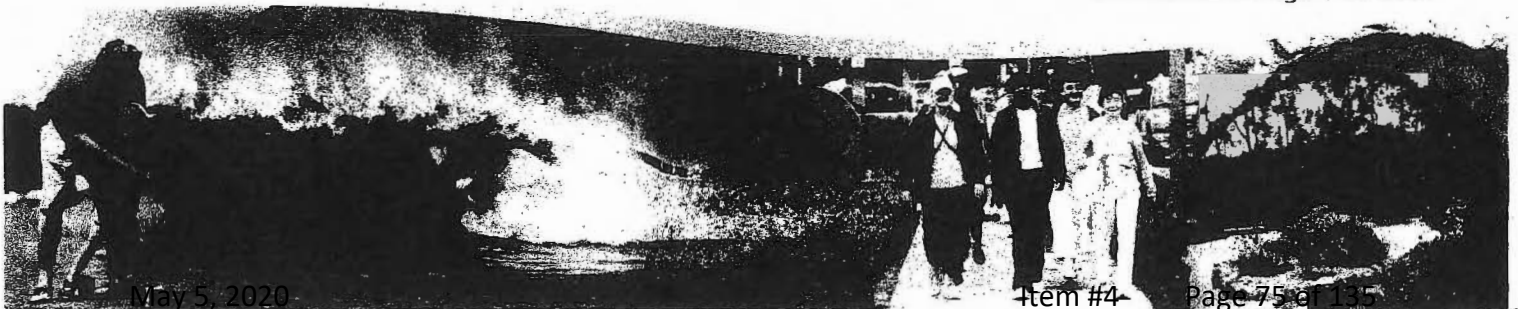
High quality education and community services

Support quality, comprehensive education and life-long learning opportunities, provide housing and community services for a changing population, and maintain a high standard for citywide public safety.

Neighborhood revitalization, community design and livability

Revitalize neighborhoods and enhance citywide community design and livability. Promote a greater mix of uses citywide, more activities along the coastline and link density to public transportation. Revitalize the downtown Village as a community focal point and a unique and memorable center for visitors, and rejuvenate the historic Barrio neighborhood.

www.carlsbadca.gov/envision



South Carlsbad *Coastal Corridor*

Guiding Principles

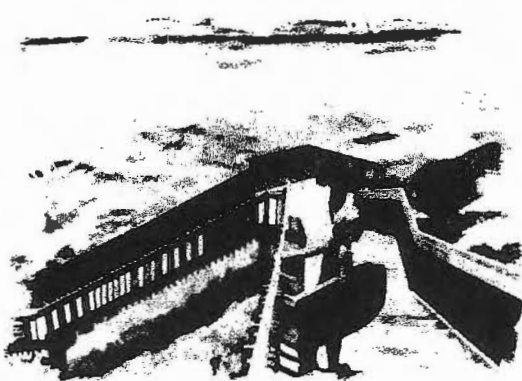
The City of Carlsbad and California State Parks are working together on a project to realign south Carlsbad Boulevard in a way that will provide for extraordinary recreational areas to be enjoyed today and for generations to come. This project is in the very early stages and will be carried out over the next 10 to 20 years based on the following 10 principles:

1. *Carlsbad Boulevard shall become more than a road.*

This transportation corridor shall provide for recreational, aesthetic and community gathering opportunities that equal the remarkable character of the land.

2. *Community safety shall be a high priority.*

A cornerstone of the project is to create a destination that provides a safe public environment to recreate.



3. *Strategic public access and parking is a key to success.*

Development shall capitalize on opportunities to add/enhance multiple public access points and public parking for the beach and related recreational amenities.

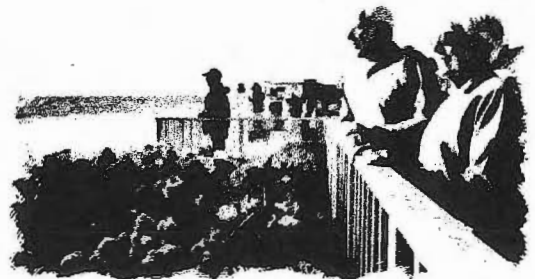
4. *Open views are desirable and important to maintaining the character of the area.*

Preservation and enhancement of views of ocean, lagoons, and other water bodies and beaches shall be a high

priority in road, landscaping, and amenity design and development.

5. *Enhance vitality of area through diversity of recreational land uses.*

Carlsbad Boulevard development shall provide for amenities, services and goods which attracts a diversity of residents and visitors.



continued on side 2



6. *Create vibrant and sustainable public spaces.*

Development shall provide for unique and vibrant coastal gathering spaces where people of all age groups and interests can gather to enjoy recreational and environmental amenities and supporting commercial uses.



7. *Connect community, place and spirit.*

Design shall complement and enhance connectivity between existing, community, and regional land uses.

8. *Environmentally sensitive design is a key objective.*

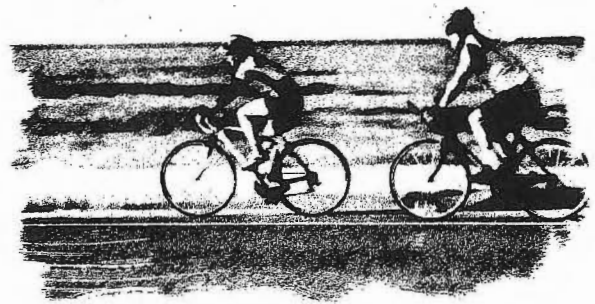
Environmentally sensitive development that respects existing coastal resources is of utmost importance.

9. *A signature scenic corridor shall be created through design that honors the coastline's natural beauty.*

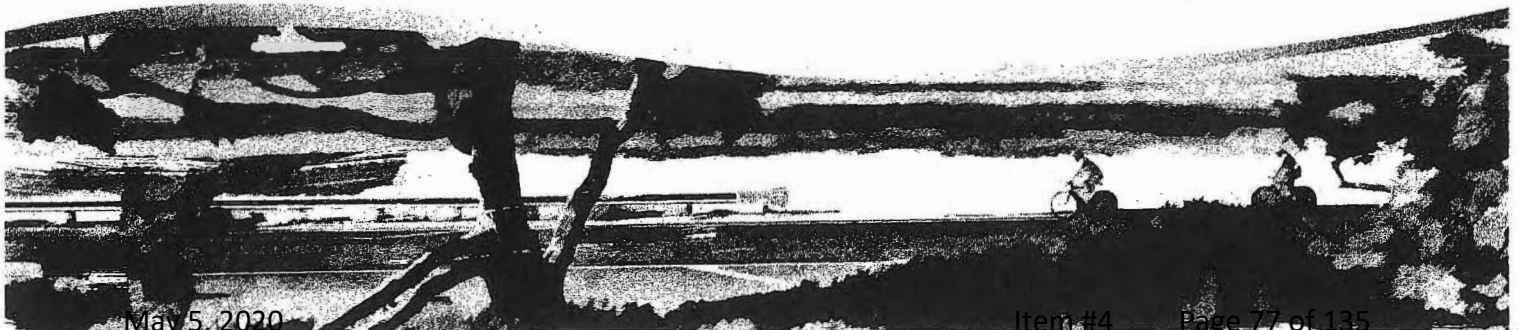
The resulting improvements will capture the "essence" of Carlsbad; making it a special place for people from throughout the region with its natural beauty and vibrant public spaces. Properly carried out, the realigned boulevard will maximize public views and encourage everyone to slow down and enjoy the scenery.

10. *Realignment of Carlsbad Boulevard shall be visionary.*

The design of a realigned Carlsbad Boulevard will incorporate core community values articulated in Envision Carlsbad by providing: (1) physical connectivity through multi-modal mobility improvements including bikeways, pedestrian trails, and a traffic-calmed roadway; (2) social connectivity through creation of memorable public spaces; and (3) economic vitality through a combination of visitor and local-serving commercial, civic and recreational uses and services.



www.carlsbadca.gov/coastal-corridor



Carlsbad Coastal Corridor Project



Today's Presentation

- Review city vision
- Where we are today
- Recent changes
- Proposed change in strategy



Vision and Goals

- Carlsbad Community Vision
- Council vision of a “world class city”
- Project Guiding Principles





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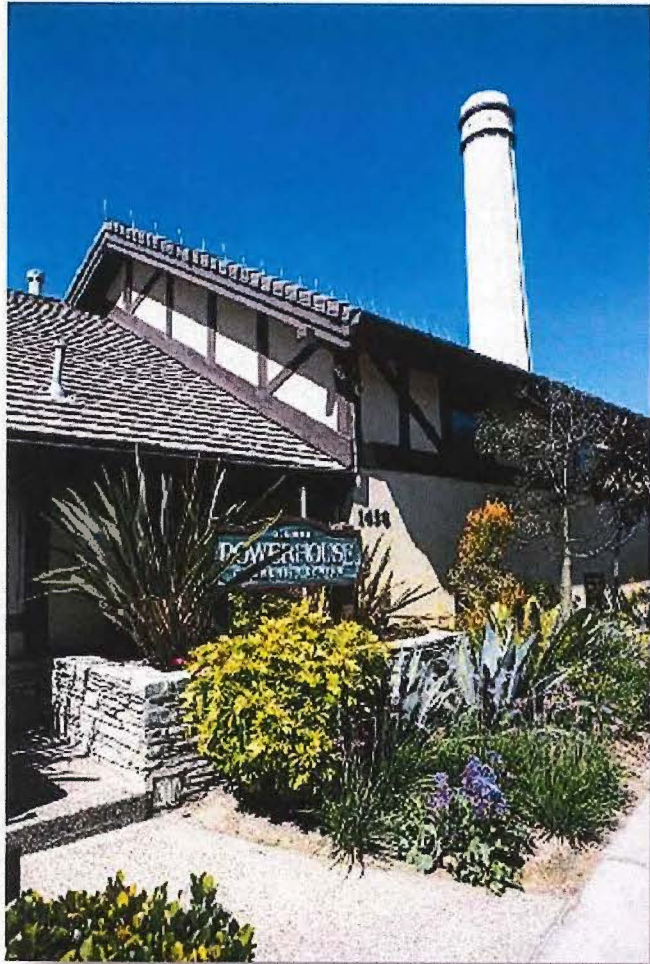
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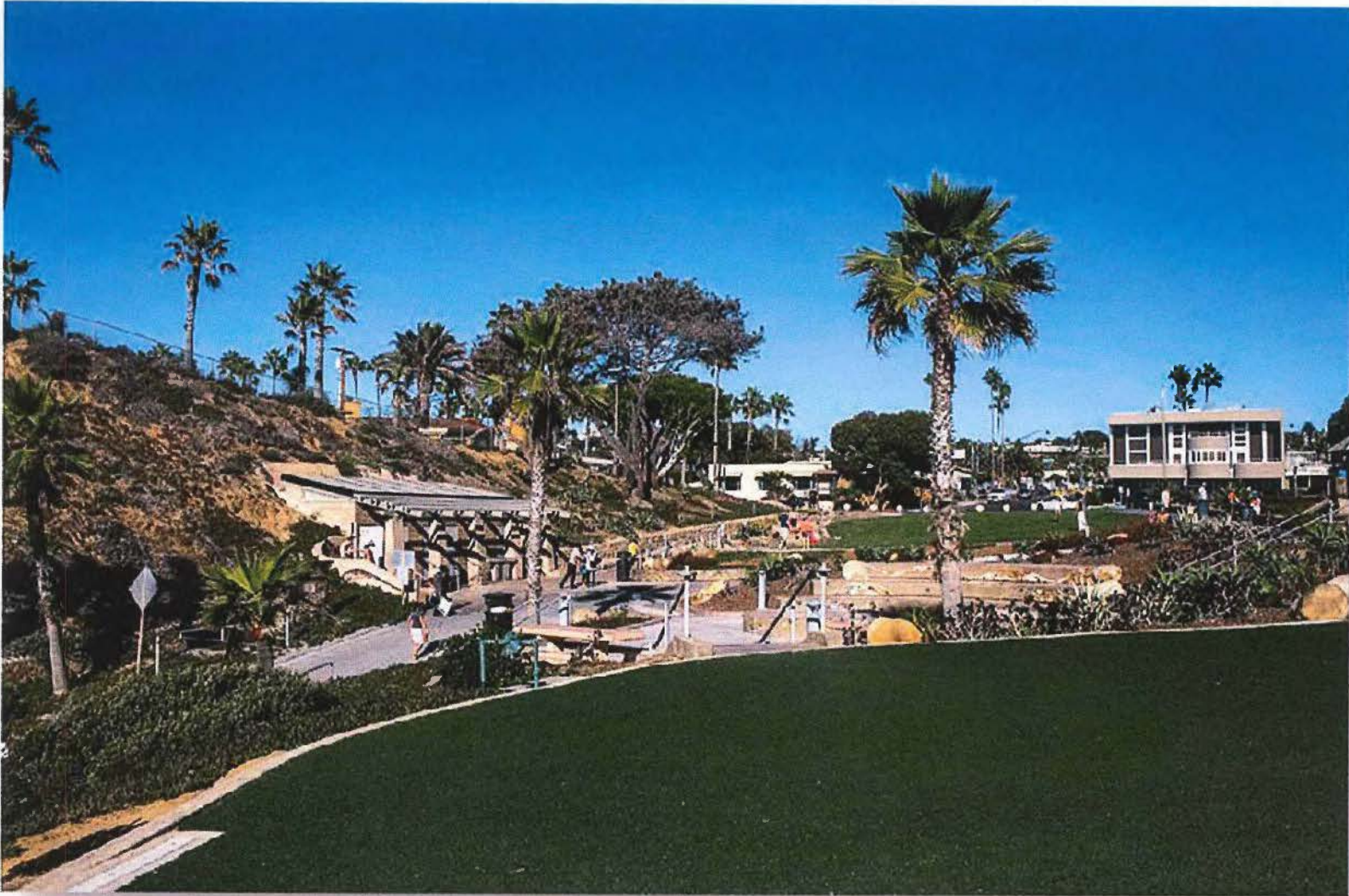
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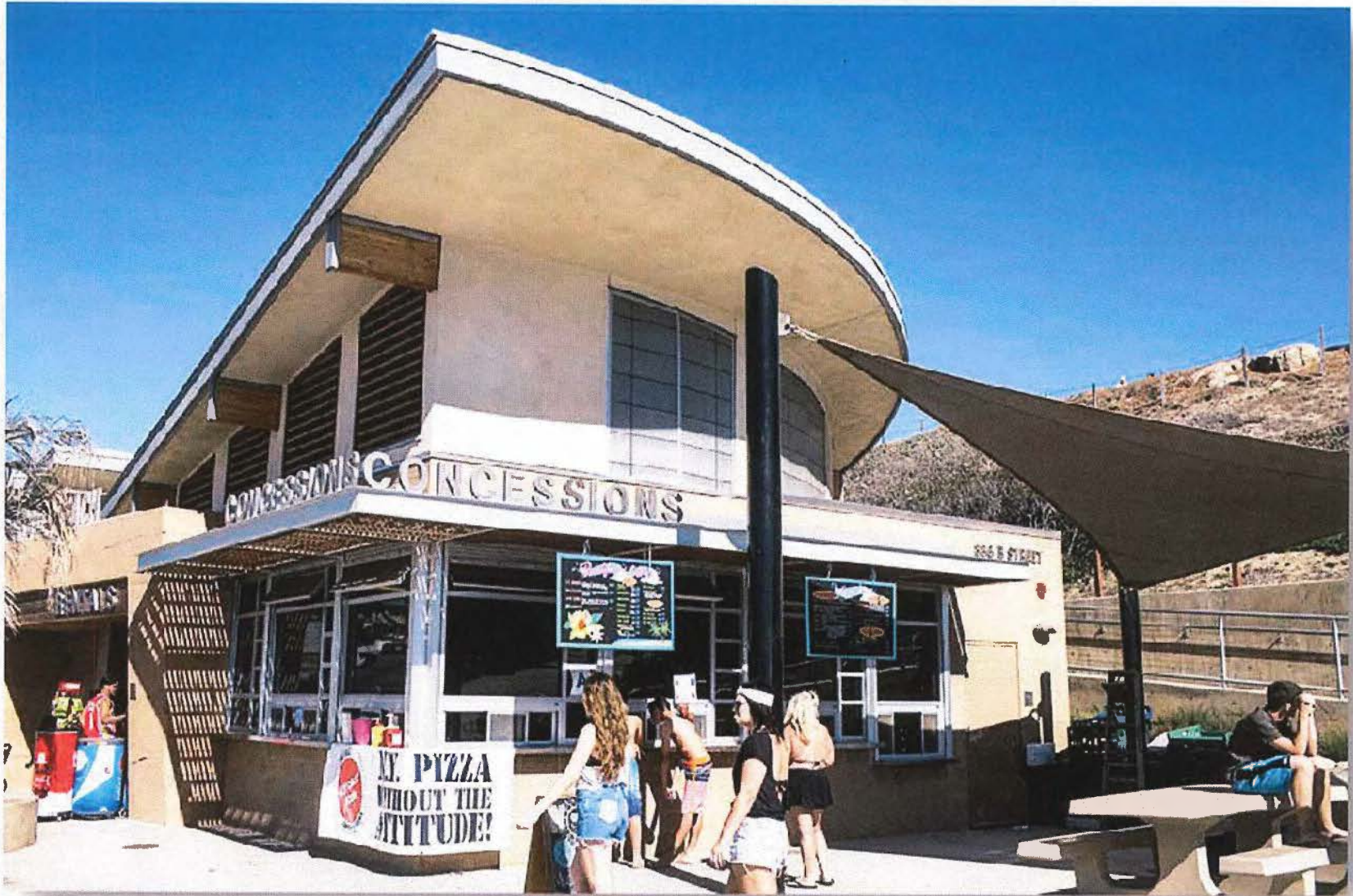
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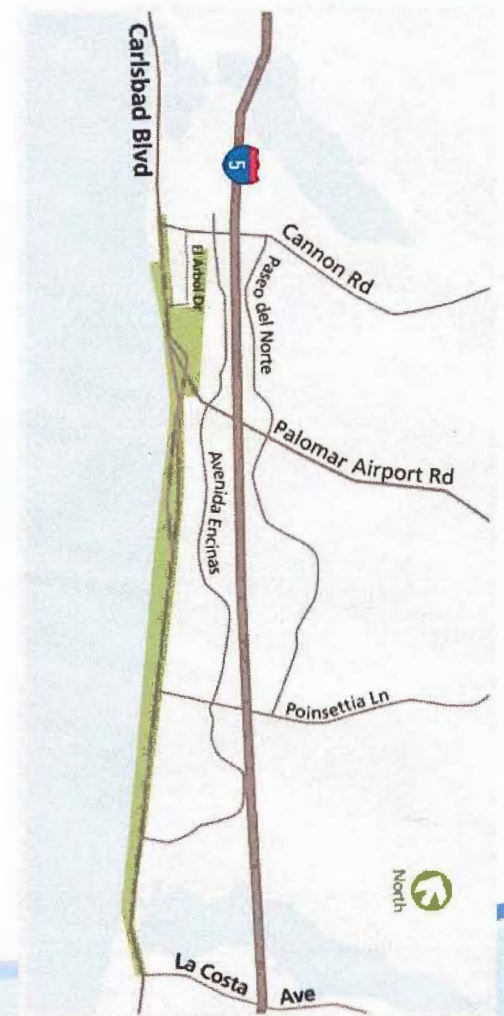
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Where Are We Today?

- South Carlsbad project area
 - Cannon Rd. to southern city limit
- Project is focused on land exchange and road realignment
- Future land use decisions deferred until land exchange complete



Where Are We Today?

- MOU with State Parks
- Exploring a land exchange
 - Land identified/appraisals completed
 - Environmental Studies
 - Preliminary road alignment alternatives
- Project introduced to stakeholders

What's Changed?

- New Mayor and Council members
- New City Council vision of a world class city
- New team members
- New leadership at State Parks

What's Changed

- Dissolution of redevelopment
- New emphasis on livable streets
- New emphasis on economic development
- New interest in improving our beaches, perhaps exploring new partnerships
- Changes in nearby cities

New Strategy?

- Is the current strategy approach the best way for Carlsbad to achieve its vision of a world class coastline?

New Strategy

- Expand the livable streets project description
 - Expand boundary from northern to southern border
 - Limit improvements to city right of way
 - Expedite livable streets project in coastal corridor
- Explore broader partnership with State Parks to improve the coastline, separate from the livable streets project

Expand Project Boundaries

- Already doing “livable streets” projects
 - State Street roundabout
 - Improved bike lanes
 - Crosswalks/beach access
- Project Benefits
 - Public gets to be informed by completed changes
 - Private investment/benefits happen sooner

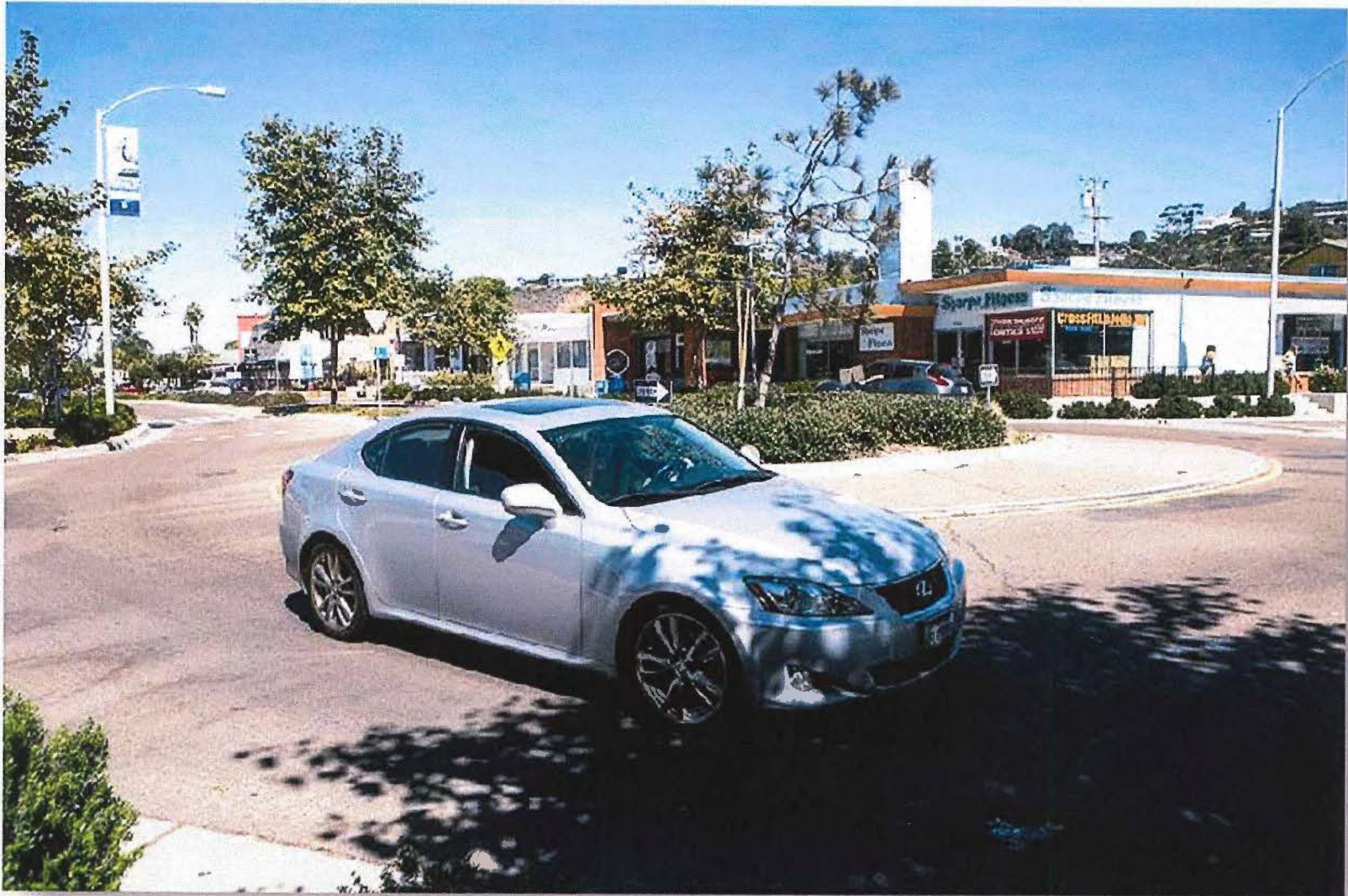




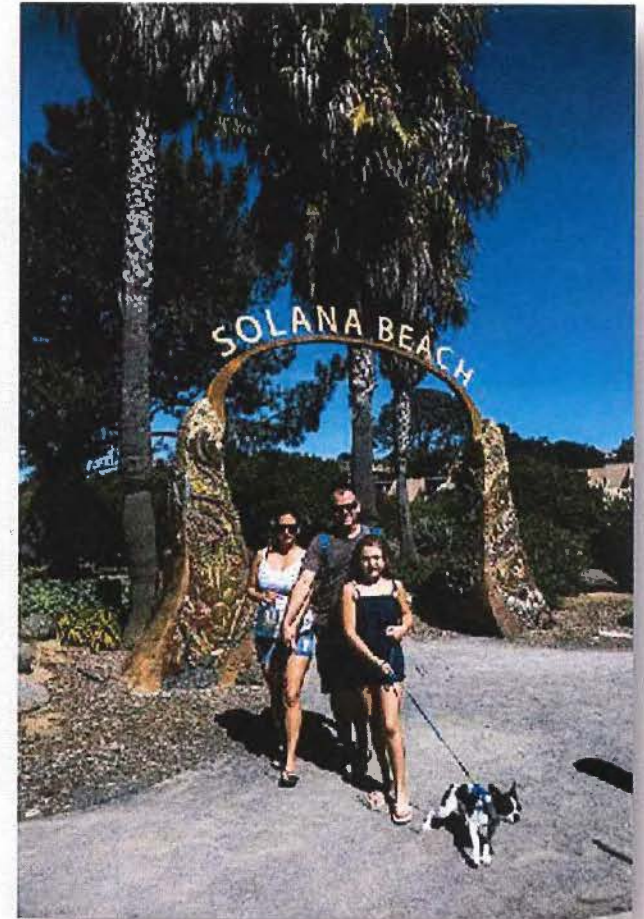
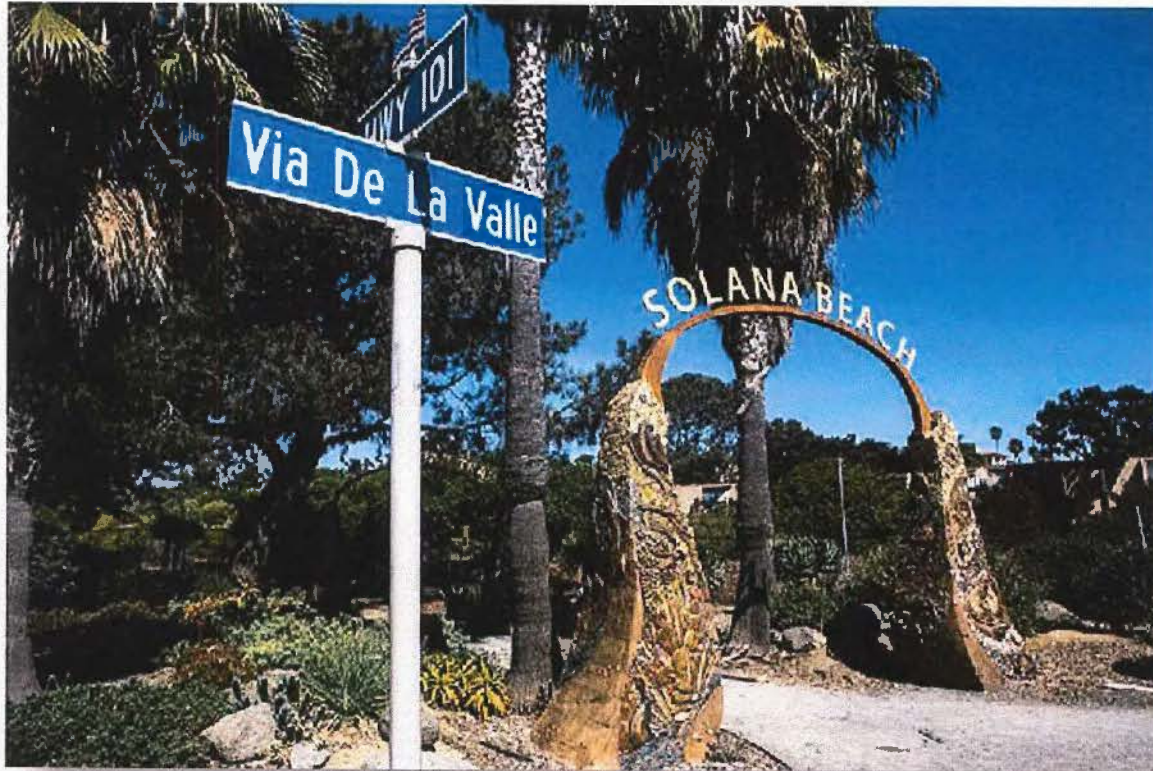
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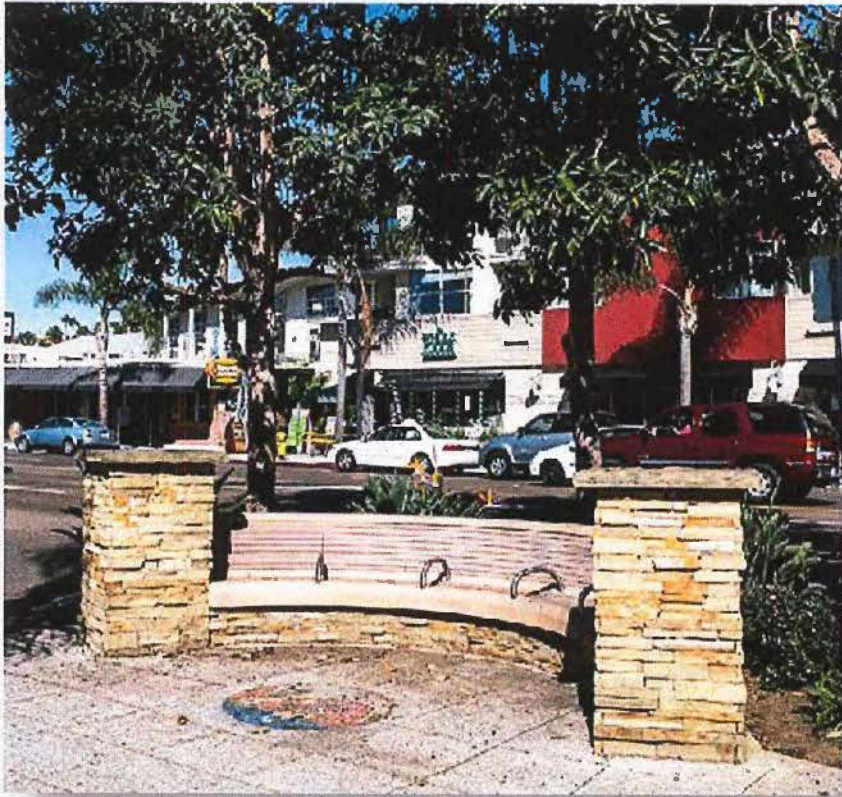






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Other Possibilities



Other Possibilities



Other Possibilities



Other Possibilities



Other Possibilities



Other Possibilities



Benefits of North-South Livable Streets Approach

- Reimagine the entire coastal corridor
- Already doing projects
- Projects would be under city control
- Realize project benefits sooner
 - User experience
 - Improved safety
 - Economic enhancement

Benefits of Expanded Partnership

- Many opportunities
- Create win-win for city and state
- Will take time to explore possibilities
- Could still include a land exchange or other type of land agreement

New Strategy

- Livable Streets improvements done sooner
 - Responds to community vision and Council priorities
- Enables greater opportunities to improve the coastal corridor
- Advances Council's vision of a world class city

Recommended Action

- Pursue livable streets improvements within the Carlsbad Boulevard right-of-way, with an expanded north to south boundary
- Explore expanded partnership opportunities with CA State Parks

South Carlsbad Boulevard Climate Adaptation Project

Mike Grim, CAP Administrator

May 5, 2020

Carlsbad Blvd Realignment Background

- South Carlsbad Coastal Redevelopment Area
- Capital Improvement Project
- Guiding Principles
- Sea Level Rise Vulnerability Assessment
- Encinas Bridge Coastal Development Permit

State Coastal Conservancy Grant

- Awarded \$498,075 on Dec. 19, 2019
- Four components
 - Detailed cliff erosion analysis
 - Agency stakeholder facilitation
 - Potential adaptation scenarios
 - Preliminary roadway design

Implementation Partners

- State Coastal Conservancy
- Scripps Institute of Oceanography Center for Climate Change Impacts and Adaptation
- Technical consultant
- Agency stakeholders
 - California Dept of Parks and Recreation
 - California Coastal Commission
 - Caltrans

Next Steps

- Return to City Council on June 9, 2020 with technical consultant contract
- Implementation team kick-off meeting and workplan development
- Begin data gathering for cliff erosion analysis and preliminary design concepts

Thank you