



City of
Santa Monica®

Department of Community & Cultural Services
1685 Main Street, Room 210
Santa Monica, CA 90401
(310) 458-8310
(310) 576-1539 fax

July 19, 2016

Al Padilla
California Coastal Commission
200 Ocean Gate, 10th Floor
Long Beach, CA 90802-4416

Dear Al:

Enclosed please find the permit application from the City of Santa Monica for the Santa Monica Beach Restoration Project that we are doing in partnership with The Bay Foundation. This is a pilot project to restore approximately three acres of beach to natural dune habitat resilient to sea level rise.

In addition to the application, we have included two sets of plans, a letter of support from CA State Parks, the signed MOU between the City and The Bay Foundation, and stamped, addressed envelopes to property owners and residents within 100 feet of the project site.

Please let me know if you need additional information.

Best regards,

Judith Meister
Beach Administrator

CALIFORNIA COASTAL COMMISSION

SOUTH CENTRAL COAST DISTRICT OFFICE
 89 SOUTH CALIFORNIA STRET, SUITE 200
 VENTURA, CA 93001-4508
 VOICE AND TDD (805) 585-1800
 FAX (805) 641-1732



PERMIT APPLICATION INSTRUCTIONS

A completed application includes the APPLICATION FOR COASTAL DEVELOPMENT PERMIT, the appendices to the application, and **Required Attachments**.

- Please answer all questions. If a question is not applicable to your project, indicate "N.A."
- Refer to pages 7–8 of the APPLICATION for a list of **Required Attachments**.
- Incomplete applications will not be accepted for filing.
- All exhibits must be legible.

The following checklist is provided for the convenience of applicants in gathering necessary application materials; it is not a complete statement of filing requirements.

	Page	Item
<input type="checkbox"/> Proof of applicant's interest in the property.	7	1
<input checked="" type="checkbox"/> Assessor's parcel map(s) showing the proposed development site and all adjacent properties within 100 feet of the property boundary.	7	2
<input checked="" type="checkbox"/> Stamped envelopes (<i>no postage meter please</i>) addressed to neighboring property owners and occupants and other interested parties and a list of the same.	7, 8	4, 5
<input checked="" type="checkbox"/> Vicinity map.	8	6
<input type="checkbox"/> Two sets of each: project plan(s), site plan(s), and applicable other plans. (All plans must be stamped and signed "Approved in Concept" by the applicable local government. Please note the size which plans are required to be submitted.)	8	7, 11
<input type="checkbox"/> Copy of any environmental documents (DRAFT AND FINAL EIRs, EISs, NEGATIVE DECLARATION) if prepared for the project and any comments and responses.	8	9
<input checked="" type="checkbox"/> Verification of all other permits, permissions or approvals applied for or granted by public agencies.	8	10
<input type="checkbox"/> Copy of geology or soils report (if necessary).	8	11
<input checked="" type="checkbox"/> Local approval of the project.	Appendix B	
<input checked="" type="checkbox"/> Has the Notice of Pending Permit been posted in a conspicuous place?	Appendix D	
<input checked="" type="checkbox"/> Filing fee.	Appendix E	
<input checked="" type="checkbox"/> Have you and the agent (if appropriate) signed the application at the appropriate lines on pages 9, 10, and 13?		

2. Describe the proposed development in detail. Include secondary improvements such as grading, septic tanks, water wells, roads, driveways, outbuildings, fences, etc. (Attach additional sheets as necessary.)

The Santa Monica Beach Restoration Pilot Project of approximately three (3) acres aims to return a healthy and beautiful ecosystem to this beach, which in turn, will address climate change issues for both humans and wildlife. The project will evaluate increased protection for our coastal infrastructure and residences from sea level rise and erosion, while also providing a vital refuge for invertebrates, birds, and rare coastal vegetation species. It will also serve as a model for the region, showing that heavy recreational use of beaches and meaningful habitat restoration are both possible.

This pilot project will use low-lying sand fence and native plant seeds to restore approximately two out of the three acres of a highly impacted beach system. The goal is to bring back a diverse, endemic-rich, coastal plant and wildlife community which has been almost completely eliminated from the Los Angeles region. We believe that the iconic beaches of Santa Monica will be a beautiful and important location to implement this restoration project. A portion of the current beach will be transformed into a sustainable coastal strand and foredune habitat complex resilient to sea level rise.

This demonstration site will provide not only a scientific basis to develop guidelines and protocols but an integrated, locally-based program for increasing the usefulness of natural environments in a developed area. It will evaluate "soft" low-cost natural shore protection from sea-level rise and storms while providing public benefits and enhancing natural resource values.

...continued on Attachment #1

a. If multi-family residential, state:

Number of units			Number of bedrooms per unit (both existing and proposed)	Type of ownership proposed
Existing units	Proposed new units	Net number of units on completion of project		
				<input type="checkbox"/> rental <input type="checkbox"/> condominium <input type="checkbox"/> stock cooperative <input type="checkbox"/> time share <input type="checkbox"/> other _____

b. If land division or lot line adjustment, indicate:

Number of lots			Size of lots to be created (indicate <i>net</i> or <i>gross</i> acreage)	
Existing Lots	Proposed new lots	Net number of lots on completion of project	Existing	Proposed

3. Estimated cost of development (not including cost of land) \$ 11,980.00

4. Project height: Maximum height of structure (ft.) _____
- above existing (natural) grade _____ Height of fence: 3 ft
 - above finished grade _____
 - as measured from centerline of frontage road _____
5. Total number of floors in structure, including
subterranean floors, lofts, and mezzanines..... N.A.
-
6. Gross floor area excluding parking (sq.ft.) N.A.
-
- Gross floor area including covered parking and
accessory buildings (sq.ft.) N.A.
-
7. Lot area (within property lines) (sq.ft. or acre) 3 acres
-

Lot coverage	Existing (sq.ft. or acre)	New proposed (sq.ft. or acre)	Total (sq.ft. or acre)
Building			
Paved area			
Landscaped area		2 acres	2 acres
Unimproved area			1 acres
<i>Grand Total (should equal lot area as shown in #7 above)</i>			3 acres

8. Is any grading proposed? Yes No

<i>If yes, complete the following.</i>			
a) Amount of cut	cu. yds.	d) Maximum height of cut slope	ft.
b) Amount of fill	cu. yds.	e) Maximum height of fill slope	ft.
c) Amount of import or export (circle which)	cu. yds.	f) Location of borrow or disposal site	

Grading, drainage, and erosion control plans must be included with this application, if applicable. In certain areas, an engineering geology report must also be included. See page 7, items # 7 and 11.

Please list any geologic or other technical reports of which you are aware that apply to this property:

2. Describe the proposed development in detail. Include secondary improvements such as grading, septic tanks, water wells, roads, driveways, outbuildings, fences, etc. (Attach additional sheets as necessary.)

The Santa Monica Beach Restoration Pilot Project of approximately three (3) acres aims to return a healthy and beautiful ecosystem to this beach, which in turn, will address climate change issues for both humans and wildlife. The project will evaluate increased protection for our coastal infrastructure and residences from sea level rise and erosion, while also providing a vital refuge for invertebrates, birds, and rare coastal vegetation species. It will also serve as a model for the region, showing that heavy recreational use of beaches and meaningful habitat restoration are both possible.

This pilot project will use low-lying sand fence and native plant seeds to restore approximately two out of the three acres of a highly impacted beach system. The goal is to bring back a diverse, endemic-rich, coastal plant and wildlife community which has been almost completely eliminated from the Los Angeles region. We believe that the iconic beaches of Santa Monica will be a beautiful and important location to implement this restoration project. A portion of the current beach will be transformed into a sustainable coastal strand and foredune habitat complex resilient to sea level rise.

This demonstration site will provide not only a scientific basis to develop guidelines and protocols but an integrated, locally-based program for increasing the usefulness of natural environments in a developed area. It will evaluate "soft" low-cost natural shore protection from sea-level rise and storms while providing public benefits and enhancing natural resource values.

...continued on Attachment #1

a. If multi-family residential, state:

Number of units			Number of bedrooms per unit (both existing and proposed)	Type of ownership proposed
Existing units	Proposed new units	Net number of units on completion of project		
				<input type="checkbox"/> rental <input type="checkbox"/> condominium <input type="checkbox"/> stock cooperative <input type="checkbox"/> time share <input type="checkbox"/> other _____

b. If land division or lot line adjustment, indicate:

Number of lots			Size of lots to be created (indicate net or gross acreage)	
Existing Lots	Proposed new lots	Net number of lots on completion of project	Existing	Proposed

3. Estimated cost of development (not including cost of land) \$ 11,980.00

4. Project height: Maximum height of structure (ft.) _____
- above existing (natural) grade _____ Height of fence: 3 ft
 - above finished grade _____
 - as measured from centerline of frontage road _____
5. Total number of floors in structure, including
subterranean floors, lofts, and mezzanines..... N.A.
6. Gross floor area excluding parking (sq.ft.) N.A.
- Gross floor area including covered parking and
accessory buildings (sq.ft.) N.A.
7. Lot area (within property lines) (sq.ft. or acre) 3 acres

Lot coverage	Existing (sq.ft. or acre)	New proposed (sq.ft. or acre)	Total (sq.ft. or acre)
Building			
Paved area			
Landscaped area		2 acres	2 acres
Unimproved area			1 acres
<i>Grand Total (should equal lot area as shown in #7 above)</i>			3 acres

8. Is any grading proposed? Yes No

<i>If yes, complete the following.</i>			
a) Amount of cut	cu. yds.	d) Maximum height of cut slope	ft.
b) Amount of fill	cu. yds.	e) Maximum height of fill slope	ft.
c) Amount of import or export (circle which)	cu. yds.	f) Location of borrow or disposal site	

Grading, drainage, and erosion control plans must be included with this application, if applicable. In certain areas, an engineering geology report must also be included. See page 7, items # 7 and 11.

Please list any geologic or other technical reports of which you are aware that apply to this property:

9. Parking:

Number of parking spaces (indicate whether standard or compact)		
Existing Spaces	Proposed new spaces	Net number of spaces on completion of project
		N.A.

Is any existing parking being removed?..... Yes No

If yes, how many spaces? _____ size _____

Is tandem parking existing and/or proposed? Yes No

If yes, how many tandem sets? _____ size _____

10 Are utility extensions for the following needed to serve the project? (Please check **yes** or **no**)

- | | | | | |
|--|--|--|--|--|
| a) water | b) gas | c) sewer | d) electric | e) telephone |
| <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes |
| <input checked="" type="checkbox"/> No | <input checked="" type="checkbox"/> No | <input checked="" type="checkbox"/> No | <input checked="" type="checkbox"/> No | <input checked="" type="checkbox"/> No |

Will electric or telephone extensions be above-ground? Yes No

11. Does project include removal of trees or other vegetation? Yes No

If yes, indicate **number**, **type** and **size** of trees _____

or **type** and **area** of other vegetation _____

SECTION III. ADDITIONAL INFORMATION

The relationship of the development to the applicable items below must be explained fully. Attach additional sheets if necessary.

1. Present use of property.

a. Are there existing structures on the property? Yes No

If yes, describe

- b. Will any existing structures be demolished? Yes No
- Will any existing structures be removed? Yes No

If yes to either question, describe the type of development to be demolished or removed, including the relocation site, if applicable.

2. Is the proposed development to be governed by any Development Agreement? Yes No
3. Has any application for development on this site including any subdivision been submitted previously to the California Coastal Zone Conservation Commission or the Coastal Commission? Yes No

If yes, state previous application number(s) _____

4. a. Is the development between the first public road and the sea (including lagoons, bays, and other bodies of water connected to the sea) Yes No
- b. If yes, is public access to the shoreline and along the coast currently available on the site or near the site? Yes No

If yes, indicate the location and nature of the access, including the distance from the project site, if applicable.

Public access to the shoreline is currently available and this project will have little to no impact on existing access.

- c. Will the project have an effect on public access to and along the shoreline, either directly or indirectly (e.g., removing parking used for access to the beach)? Yes No

If yes, describe the effect

5. Does the development involve diking, filling, draining, dredging or placing structures in open coastal waters, wetlands, estuaries, or lakes? (Please check **yes** or **no**)

- | | | | |
|--|--|--|--|
| a) diking | b) filling | c) dredging | d) placement of structures |
| <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes |
| <input checked="" type="checkbox"/> No | <input checked="" type="checkbox"/> No | <input checked="" type="checkbox"/> No | <input checked="" type="checkbox"/> No |

Amount of material to be **dredged** or **filled** (indicate which) N/A cu. yds

Location of dredged material disposal site N/A

Has a U.S. Army Corps of Engineers' permit been applied for? Yes No

6. Will the development extend onto or adjoin any beach, tidelands, submerged lands or public trust lands? Yes No

For projects on State-owned lands, additional information may be required as set forth in Section IV, paragraph 10.

7. Will the development protect existing lower-cost visitor and recreational facilities? Yes No

Will the development provide public or private recreational opportunities? .. Yes No

If yes, explain.

8. Will the proposed development convert land currently or previously used for agriculture to another use? Yes No

If yes, how many acres will be converted? _____

9. Is the proposed development in or near:
- a. Sensitive habitat areas (Biological survey may be required) Yes No
 - b. Areas of state or federally listed rare, threatened, or endangered species Yes No
 - c. 100-year floodplain (Hydrologic mapping may be required) Yes No
 - d. Park or recreation area Yes No

10. Is the proposed development visible from:

- a. State Highway 1 or other scenic route Yes No

- b. Park, beach, or recreation area Yes No
- c. Harbor area Yes No
11. Does the site contain any: (If yes to any of the following, please explain on an attached sheet.)
- a. Historic resources Yes No
- b. Archaeological resources Yes No
- c. Paleontological resources Yes No
12. Where a stream or spring is to be diverted, provide the following information:
- Estimated streamflow or spring yield (gpm) N.A.
- If well is to be used, existing yield (gpm) N.A.
- If water source is on adjacent property, attach Division of Water Rights approval and property owner's approval.

SECTION IV. REQUIRED ATTACHMENTS

The following items must be submitted with this form as part of the application.

1. **Proof of the applicant's legal interest in the property.** A copy of any of the following will be acceptable: current tax bill, recorded deed, lease, easement, or current policy of title insurance. Preliminary title reports will not be accepted for this purpose. Documentation reflecting intent to purchase such as a signed Offer to Purchase along with a receipt of deposit or signed final escrow document is also acceptable, but in such a case, issuance of the permit may be contingent on submission of evidence satisfactory to the Executive Director that the sale has been completed.

The identity of all persons or entities which have an ownership interest in the property superior to that of the applicant must be provided.
2. **Assessor's parcel map(s)** showing the page number, the applicant's property, and all other properties within 100 feet (excluding roads) of the property lines of the project site. (Available from the County Assessor.)
3. Copies of required **local approvals** for the proposed project, including zoning variances, use permits, etc., as noted on Local Agency Review Form, Appendix B. Appendix B must be completed and signed by the local government in whose jurisdiction the project site is located.
4. **Stamped envelopes addressed to each property owner and occupant of property situated within 100 feet of the property lines of the project site (excluding roads), along with a list containing the names, addresses and assessor's parcel numbers of same.** The envelopes must be plain (i.e., no return address), and regular business size (9 1/2" x 4 1/8"). Include first class postage on each one. **Metered postage is not acceptable.** Use Appendix C, attached, for the listing of names and addresses. (Alternate notice provisions may be employed at the discretion of the District Director under extraordinary circumstances.)

5. **Stamped, addressed envelopes (no metered postage, please) and a list of names and addresses of all other parties known to the applicant to be interested in the proposed development** (such as persons expressing interest at a local government hearing, etc.).
6. **A vicinity or location map** (copy of Thomas Bros. or other road map or USGS quad map) with the project site clearly marked.
7. Copy(s) of plans drawn to scale, including (as applicable):
 - site plans
 - floor plans
 - building elevations
 - grading, drainage, and erosion control plans
 - landscape plans
 - septic system plans

Trees to be removed must be marked on the site plan. In addition, a reduced site plan, 8 1/2" x 11" in size, must be submitted. Reduced copies of complete project plans will be required for large projects. NOTE: See instruction page for number of sets of plans required.

8. Where septic systems are proposed, evidence of County approval or Regional Water Quality Control Board approval. Where water wells are proposed, evidence of County review and approval.
9. A copy of any **Draft or Final Negative Declaration, Environmental Impact Report (EIR) or Environmental Impact Statement (EIS)** prepared for the project. If available, comments of all reviewing agencies and responses to comments must be included.
10. **Verification of all other permits, permissions or approvals** applied for or granted by public agencies such as:
 - Department of Fish and Game
 - State Lands Commission
 - Army Corps of Engineers
 - U.S. Coast Guard

For projects such as seawalls located on or near state tidelands or public trust lands, the Coastal Commission must have a written determination from the State Lands Commission whether the project would encroach onto such lands and, if so, whether the State Lands Commission has approved such encroachment.

11. For development on a bluff face, bluff top, or in any area of high geologic risk, a comprehensive, site-specific **geology and soils report** (including maps) prepared in accordance with the Coastal Commission's Interpretive Guidelines. Copies of the guidelines are available from the District Office.

SECTION V. NOTICE TO APPLICANTS

Under certain circumstances, additional material may be required prior to issuance of a coastal development permit. For example, where offers of access or open space dedication are required,

preliminary title reports, land surveys, legal descriptions, subordination agreements, and other outside agreements will be required prior to issuance of the permit.

In addition, the Commission may adopt or amend regulations affecting the issuance of coastal development permits. If you would like notice of such proposals during the pendency of this application, if such proposals are reasonably related to this application, indicate that desire.....

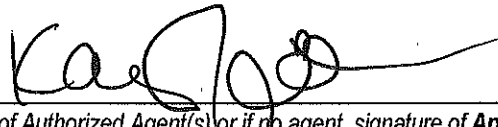
Yes No

SECTION VI. COMMUNICATION WITH COMMISSIONERS

Decisions of the Coastal Commission must be made on the basis of information in the public record available to all commissioners and the public. Permit applicants and interested parties and their representatives may contact individual commissioners to discuss permit matters outside the public hearing (an "ex parte" communication). However, the commissioner must provide a complete description of the communication either in writing prior to the hearing or at the public hearing, to assure that such communication does not jeopardize the fairness of the hearing or potentially result in invalidation of the Commission's decision by a court. Any written material sent to a commissioner should also be sent to the commission's office in San Francisco and the appropriate district office for inclusion in the public record and distribution to other commissioners.

SECTION VII. CERTIFICATION

1. I hereby certify that I, or my authorized representative, have completed and posted or will post the **Notice of Pending Permit** stock card in a conspicuous place on the property within three days of submitting the application to the Commission office.
2. I hereby certify that I have read this completed application and that, to the best of my knowledge, the information in this application and all attached appendices and exhibits is complete and correct. I understand that the failure to provide any requested information or any misstatements submitted in support of the application shall be grounds for either refusing to accept this application, for denying the permit, for suspending or revoking a permit issued on the basis of such misrepresentations, or for seeking of such further relief as may seem proper to the Commission.
3. I hereby authorize representatives of the California Coastal Commission to conduct site inspections on my property. Unless arranged otherwise, these site inspections shall take place between the hours of 8:00 A.M. and 5:00 P.M.

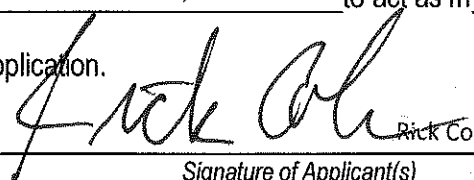


Signature of Authorized Agent(s) or if no agent, signature of Applicant

NOTE: IF SIGNED ABOVE BY AGENT, APPLICANT MUST SIGN BELOW.

SECTION VIII. AUTHORIZATION OF AGENT

I hereby authorize Karina Johnston to act as my representative and to bind me in all matters concerning this application.



Rick Cole, City Manager

Signature of Applicant(s)

(Only the applicant(s) may sign here to authorize an agent)

7-13-16

APPLICATION FOR COASTAL DEVELOPMENT PERMIT

APPENDIX A

DECLARATION OF CAMPAIGN CONTRIBUTIONS

Government Code Section 84308 prohibits any Commissioner from voting on a project if he or she has received campaign contributions in excess of \$250 within the past year from project proponents or opponents, their agents, employees or family, or any person with a financial interest in the project.

In the event of such contributions, a Commissioner must disqualify himself or herself from voting on the project.

Each applicant must declare below whether any such contributions have been made to any of the listed **Commissioners or Alternates** (see last page).

CHECK ONE

- The applicants, their agents, employees, family and/or any person with a financial interest in the project **have not contributed** over \$250 to any Commissioner(s) or Alternate(s) within the past year.

- The applicants, their agents, employees, family, and/or any person with a financial interest in the project **have contributed** over \$250 to the Commissioner(s) or Alternate(s) listed below within the past year.

Commissioner or Alternate _____

Commissioner or Alternate _____

Commissioner or Alternate _____



Signature of Applicant or Authorized Agent

July 13, 2018

Date

RICK COLE
City Manager

Please type or print your name _____

APPENDIX B

LOCAL AGENCY REVIEW FORM

SECTION A (TO BE COMPLETED BY APPLICANT)

Applicant City of Santa Monica

Project Description Pilot project to restore approximately three acres of Santa Monica Beach. Two of the three acres will be seeded with native beach and dune species and small dune hummocks will form of between 1 and 3 feet. Invertebrates and local shorebirds will make use of this previously inhabitable space. There will be a curved 3 foot fence, a path through the restoration area and an unenclosed perimeter along the water's edge. This is an effective and inexpensive demonstration of reducing storm and sea level rise damage.

Location Santa Monica State Beach – just north of lifeguard tower #2

Assessor's Parcel Number 4293017900

SECTION B (TO BE COMPLETED BY LOCAL PLANNING OR BUILDING INSPECTION DEPARTMENT)

Zoning Designation OS PARKS AND OPEN SPACE NA du/ac

General or Community Plan Designation PARKS AND OPEN SPACE NA du/ac

Local Discretionary Approvals

Proposed development meets all zoning requirements and needs no local permits other than building permits.

Proposed development needs local discretionary approvals noted below.

Needed Received

- Design/Architectural review
- Variance for _____
- Rezone from _____
- Tentative Subdivision/Parcel Map No. _____
- Grading/Land Development Permit No. _____
- Planned Residential/Commercial Development Approval
- Site Plan Review
- Condominium Conversion Permit
- Conditional, Special, or Major Use Permit No. _____
- Other _____

CEQA Status

- Categorically Exempt Class 15333 Item 33
- Negative Declaration Granted (Date) _____
- Environmental Impact Report Required, Final Report Certified (Date) _____
- Other _____

Prepared for the City/County of SANTA MONICA by [Signature]

Date 7.7.16 Title PRINCIPAL PLANNER

APPENDIX C

LIST OF PROPERTY OWNERS AND OCCUPANTS WITHIN 100 FEET AND THEIR ADDRESSES

(MAKE ADDITIONAL COPIES OF THIS SHEET AS NECESSARY)

BEACH CLUB 201 PALISADES BEACH RD SANTA MONICA CA, 90402-1401	SALT AIR CLUB PO BOX 280034 NORTHRIDGE CA 91328-0034	PALISADES BEACH CLUB 414 22ND ST SANTA MONICA CA 90402-3118
NOVACK, BRIAN H JENNIFEER 414 N CAMDEN DR STE # 10 BEVERLY HILLS CA 90210-4532	PHILBIN, PETER J TR PETER J PHILBIN TRUST PO BOX 2056 SANTA MONICA CA 90406	LICHTENBERG, MATTHEW TR MOSES TRUST 15260 VENTURA BLVD STE 1040 SHERMAN OAKS CA 91403-5345
ORNSTEIN, JONATHAN G TR ORNSTEIN FAMILY TRUST 410 N 44TH ST STE 700 PHOENIX AZ 85008	547 PBR LLC C/O HEC TSUTSUI PO BOX 49976 LOS ANGELES CA 90049-0976	PBM PROPERTY LLC C/O REN R HAYHURST 650 CASTRO ST 120-288 MOUNTAIN VIEW CA 94041-2093
DRISSI, TOMY C/O LINDA ROBINSON 6721 ROMAINE ST LOS ANGELES CA 90038-2425	LEVIN, DON S TR DON LEVIN TRUST 11300 W OLYMPIC BLVD NO 770 LOS ANGELES CA 90064-1644	JACKSON HOLE T C LLC TR RAINIER TRUST 3101 N CENTRAL AVE STE 1390 PHOENIX AZ 85012
LEVY, GRANT A TR C AND L LEVY TRUST 637 PALISADES BEACH RD SANTA MONICA CA 90402-2605	NUGENT, MARY P TR NUGENT FAMILY TRUST 443 PALISADES BEACH RD SANTA MONICA CA 90402-1601	GREENE, BROWNE AND LEANA TRS GREENE FAMILY TRUST 707 PALISADES BEACH RD SANTA MONICA CA 90402-2607
BRAVERMAN, MICHAEL 704 PALISADES BEACH RD SANTA MONICA CA 90402-2608	MOORE, ROBERT C/O CRAIG TESSLER 1990 S BUNDY DR UNIT 200 LOS ANGELES CA 90025-5249	ELLAHI, SHIEKH S AND SHIEKH, ANJUM 1777 S VINTAGE AVE ONTARIO CA 91761-3659
MCGRATH, MAURICE TR DJM TRUST AND MAGRATH, LUANA TR DJM TRUST PO BOX 777276 HENDERSON NV 89077-7276	PAI, SALLY S TR PAI PAI TRUST 3517 VALLEY MEADOW RD SHERMAN OAKS CA 91403-4840	GRAY, HARRISON 21301 VENTURA BLVD WOODLAND HILLS CA 91364-2099

APPENDIX C

LIST OF PROPERTY OWNERS AND OCCUPANTS WITHIN 100 FEET AND THEIR ADDRESSES
(MAKE ADDITIONAL COPIES OF THIS SHEET AS NECESSARY)

GAMBERG,BRIAN TR BRIAN GAMBERG TRUST 270 PALISADES BEACH RD # 402 SANTA MONICA CA 90402-1432	KO,VINCENT TR VINCENT KO TRUST 132 E DELAWARE PL APT 6301 CHICAGO IL 60611-4956	LAW,JOHN C CO TR LAW WARSCHAW TRUST 514 PALISADES BEACH RD SANTA MONICA CA 90402-2604
SIX ZERO SEVEN PCH LP C/O SCOTT BADER 14093 BALBOA BLVD SYLMAR CA 91342	HARRINGTON,RICHARD TR RICHARD HARRINGTON TRUST 17383 W SUNSET BLVD STE 400 PACIFIC PALISADES CA 90272-4198	GEORGE YUEN LLC 1500 AVENUE AT PORT IMPERIAL APT 921 WEEHAWKEN NJ 07086-6950
COHEN,DAVID AND GAETANE M TRS COHEN FAMILY TRUST 6084 LAKE LINDERO DR AGOURA HILLS CA 91301-4638	DURAIRAJ,KALPNA K CO TR BALDEV AND MANJU DEVGAN TRUST 11735 W WASHINGTON BLVD LOS ANGELES CA 90066-5917	DYE,MARJORIE D TR DYE TRUST 602 PALISADES BEACH RD SANTA MONICA CA 904022606
FLINT,YVONNE CO TR MARJORIE D DYE DECD TRUST 525 S MYRTLE AVE STE 209 MONROVIA CA 91016-6132	KASHUK,WARREN F AND ANN C 270 PALISADES BEACH RD 102 SANTA MONICA CA 904021432	RODRIGUES,ALAN J AND VERONICA 270 PALISADES BEACH RD UNIT 103 SANTA MONICA CA 90402-1432
CHRISTIAN,ASHTON B AND SHAWE,PHILIP C/O GERBER & CO,INC. 700 6TH ST NW 5TH FL WASHINGTON DC 20001-4893	ANNENBERG COMMUNITY BEACH HOUSE 415 PALISADES BEACH RD SANTA MONICA CA 90402-1601	924 PBR LLC C/O DAVID SCHNAID 5660 KELVIN AVE WOODLAND HILLS CA 91367-6700
ROBERTSON,IAN F AND BARBARA 918 PALISADES BEACH RD SANTA MONICA CA 90403-2410	972 PBR LLC C/O DAVID SCHNAID ACCOUNTANCY 5660 KELVIN AVE WOODLAND HILLS CA 91367-6700	JONATHAN CLUB 545 S FIGUEROA ST LOS ANGELES CA 90071-1704
966 PBR LLC 5660 KELVIN AVE WOODLAND HILLS CA 91367-6700	PRAGER,JOSHUA P CO TR PRAGER FAMILY TRUST 964 PALISADES BEACH RD SANTA MONICA CA 90403-2410	SINEL,MICHAEL TR MICHAEL SINEL TRUST 944 PALISADES BEACH RD SANTA MONICA CA 90403-2410

APPENDIX C

LIST OF PROPERTY OWNERS AND OCCUPANTS WITHIN 100 FEET AND THEIR ADDRESSES
 (MAKE ADDITIONAL COPIES OF THIS SHEET AS NECESSARY)

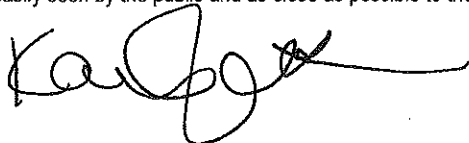
DIENER,ROYCE TR ROYCE DIENER TRUST 1038 PALISADES BEACH RD SANTA MONICA CA 90403-3534	ADAMS,ROBERT V TR ROBERT V ADAMS TRUST 1024 PALISADES BEACH RD SANTA MONICA CA 90403-3534	MCQUAY,TIM 4927 GOULD AVELACANADA CA 91011
DEVGAN,BALDEV 522 PALISADES BEACH RDCA 90402	ROSENTHAL, GEORGE 549 PALISADES BEACH RD CA 90402	RAINER TRUST 3101 NORTH CENTRAL AVE, SUITE 1390 PHOENIX AZ 85012
SCHNEIDER,GARY 15260 VENTURA BLVD, SUITE 1040 SHERMAN OAKS CA 91403	MOORE,ROBERT 705 PALISADES BEACH RD CA 90402	SAP,CRAIG 1925 LAS VIRGENES RD CALABASAS CA 91302-1909

APPENDIX D
(Permit Application)

DECLARATION OF POSTING

Prior to or at the time the application is submitted for filing, the applicant must post, at a conspicuous place, easily read by the public and as close as possible to the site of the proposed development, notice that an application for the proposed development has been submitted to the Commission. Such notice shall contain a general description of the nature of the proposed development. The Commission furnishes the applicant with a standardized form to be used for such posting. If the applicant fails to post the completed notice form and sign the Declaration of Posting, the Executive Director of the Commission shall refuse to file the application. 14 Cal. Code Regs. Section 13054(d).

Please sign and date this Declaration of Posting form when the site is posted; it serves as proof of posting. It should be returned to our office with the application.

Pursuant to the requirements of California Administrative Code Section 13054(b), I hereby certify	
that on, <u>10 June 2016</u> <small>(date of posting)</small>	I or my authorized representative posted the Notice
of Pending Permit for application to obtain a coastal development permit for the development of	
<u>The Santa Monica Beach Restoration Pilot Project</u>	
<small>(description of development)</small>	
Located at <u>Santa Monica State Beach, Lifeguard Tower #2</u>	
<small>(address of development or assessor's parcel number)</small>	
The public notice was posted at <u>an area directly adjacent to the proposed project site on the side</u>	
<u>of Lifeguard Tower #2 where other publically posted notices are visible.</u>	
<small>(a conspicuous place, easily seen by the public and as close as possible to the site of the proposed development)</small>	
	<small>(signature)</small>
<u>10 June 2016</u>	<small>(date)</small>

NOTE: Your application cannot be processed until this **Declaration of Posting** is signed and returned to this office.

<small>FOR OFFICE USE ONLY</small>	
PERMIT	NUMBER _____
RECEIVED	_____
DECLARATION COMPLETE	_____

APPENDIX E

FILING FEE SCHEDULE

(EFFECTIVE JULY 1, 2015)

FEES WILL BE ADJUSTED EACH YEAR ON JULY 1, ACCORDING TO THE CALIFORNIA CONSUMER PRICE INDEX

- Pursuant to Government Code section 6103, public entities are exempt from the fees set forth in this schedule.
- Permits shall not be issued without full payment for all applicable fees. If overpayment of a fee occurs, a refund will be issued. Fees are assessed at the time of application, based on the project as proposed initially. If the size or scope of a proposed development is amended during the application review process, the fee may be changed. If a permit application is withdrawn, a refund will be due only if no significant staff review time has been expended (e.g., the staff report has not yet been prepared). Denial of a permit application by the Commission is not grounds for a refund.
- If different types of development are included on one site under one application, the fee is based on the sum of each fee that would apply if each development were applied for separately, not to exceed \$110,800 for residential development and \$277,000 for all other types of development.
- Fees for after-the-fact (ATF) permit applications shall be five times the regular permit application fee unless the Executive Director reduces the fee to no less than two times the regular permit application fee. The Executive Director may reduce the fee if it is determined that either: (1) the ATF application can be processed by staff without significant additional review time (as compared to the time required for the processing of a regular permit,) or (2) the owner did not undertake the development for which the owner is seeking the ATF permit.
- In addition to the above fees, the Commission may require the applicant to reimburse it for any additional reasonable expenses incurred in its consideration of the permit application, including the costs of providing public notice.
- The Executive Director shall waive the application fee where requested by resolution of the Commission. Fees for green buildings or affordable housing projects may be reduced, pursuant to Section 13055(h) of the Commission's regulations.

**SEE SECTION 13055 OF THE COMMISSION'S REGULATIONS
(CALIFORNIA CODE OF REGULATIONS, TITLE 14)
FOR FULL TEXT OF THE REQUIREMENTS**

I. RESIDENTIAL DEVELOPMENT¹

- De minimis waiver..... \$ 554
- Administrative permit \$ 2,770²

A. Detached residential development

Regular calendar for up to 4 detached, single-family dwelling(s)^{3,4}

- 1,500 square feet or less \$ 3,324/ea
- 1,501 to 5,000 square feet \$ 4,986/ea
- 5,001 to 10,000 square feet \$ 6,648/ea
- 10,001 or more square feet..... \$ 8,310/ea

Regular calendar for more than 4 detached, single-family dwellings^{3,4}

- 1,500 square feet or less \$ 16,620 or \$1,108/ea⁵
whichever is greater
- 1,501 to 5,000 square feet \$ 24,930 or \$1,662/ea⁵
whichever is greater
- 5,001 to 10,000 square feet \$ 33,240 or \$2,216/ea⁵
whichever is greater
- 10,001 or more square feet..... \$ 41,550 or \$2,770/ea⁵
whichever is greater

B. Attached residential development

- 2-4 units \$ 8,310
- More than 4 units \$ 11,080 or \$831/ea⁶
whichever is greater

C. Additions or improvements

If **not** a waiver or an amendment to a previous coastal development permit, the fee is assessed according to the schedule in A. above (i.e., based on the calendar and/or size of the addition, plus the grading fee, if applicable).

If handled as an amendment to a previous coastal development permit, see Amendments (in Section III.F).

¹ Additional fee for grading applies. (See Section III.A of this fee schedule.)

² Additional fee will apply if the project is removed from the Administrative Calendar and rescheduled on the Regular Calendar.

³ "Square footage" includes gross internal floor space of main house and attached garage(s), plus any detached structures (e.g., guest houses, detached bedrooms, in-law units, garages, barns, art studios, tool sheds, and other outbuildings).

⁴ For developments that include residences of different sizes, the fee shall be based upon the average square footage of all the residences.

⁵ Not to exceed \$110,800.

⁶ Not to exceed \$55,400.

II. OFFICE, COMMERCIAL, CONVENTION, INDUSTRIAL (INCLUDING ENERGY FACILITIES), AND OTHER DEVELOPMENT NOT OTHERWISE IDENTIFIED IN THIS SECTION^{7,8,9}

A. Based on Gross Square Footage

1,000 square feet (gross) or less	<input type="checkbox"/>	\$ 5,540
1,001 to 10,000 square feet (gross)	<input type="checkbox"/>	\$ 11,080
10,001 to 25,000 square feet (gross)	<input type="checkbox"/>	\$ 16,620
25,001 to 50,000 square feet (gross)	<input type="checkbox"/>	\$ 22,160
50,001 to 100,000 square feet (gross)	<input type="checkbox"/>	\$ 33,240
100,001 or more square feet (gross).....	<input type="checkbox"/>	\$ 55,400

B. Based on Development Cost¹⁰

Development cost up to and including \$100,000.....	<input type="checkbox"/>	\$ 3,324
\$100,001 to \$500,000	<input type="checkbox"/>	\$ 6,648
\$500,001 to \$2,000,000	<input type="checkbox"/>	\$ 11,080
\$2,000,001 to \$5,000,000.....	<input type="checkbox"/>	\$ 22,160
\$5,000,001 to \$10,000,000.....	<input type="checkbox"/>	\$ 27,700
\$10,000,001 to \$25,000,000.....	<input type="checkbox"/>	\$ 33,240
\$25,000,001 to \$50,000,000.....	<input type="checkbox"/>	\$ 55,400
\$50,000,001 to \$100,000,000.....	<input type="checkbox"/>	\$ 110,800
\$100,000,001 or more	<input type="checkbox"/>	\$ 277,000

III. OTHER FEES

A. Grading¹¹

50 cubic yards or less	<input type="checkbox"/>	\$ 0
51 to 100 cubic yards.....	<input type="checkbox"/>	\$ 554
101 to 1,000 cubic yards.....	<input type="checkbox"/>	\$ 1,108
1,001 to 10,000 cubic yards.....	<input type="checkbox"/>	\$ 2,216
10,001 to 100,000 cubic yards.....	<input type="checkbox"/>	\$ 3,324
100,001 to 200,000 cubic yards.....	<input type="checkbox"/>	\$ 5,540
200,001 or more cubic yards.....	<input type="checkbox"/>	\$ 11,080

⁷ The fee shall be based on either the gross square footage or the development cost, whichever is greater.

⁸ Additional fee for grading applies. (See section III.A of this schedule).

⁹ Pursuant to section 13055(a)(5) of the Commission's regulations, this category includes all development not otherwise identified in this section, such as seawalls, docks and water wells.

¹⁰ Development cost includes all expenditures, including the cost for planning, engineering, architectural, and other services, made or to be made for designing the project plus the estimated cost of construction of all aspects of the project both inside and outside the Commission's jurisdiction.

¹¹ The fee for grading is based on the cubic yards of cut, plus the cubic yards of fill.

O. Coastal Zone Boundary Adjustment.....

\$ 5,540

TOTAL SUBMITTED	\$
------------------------	-----------

TO BE COMPLETED BY STAFF

<i>SUBMITTED FEE VERIFIED BY:</i>	<i>DATE:</i>
<i>IS SUBMITTED AMOUNT CORRECT?</i>	
<input type="checkbox"/> Yes. Applicant has correctly characterized the development, and payment is appropriate.	<input type="checkbox"/> Applicant did not fill out form, thus staff has marked the form to compute the fee, and applicant has paid fee. <input type="checkbox"/> No. Why? _____ _____
<i>REFUND OR ADDITIONAL FEE REQUIRED? (STATE REASON)</i>	
<input type="checkbox"/> Refund amount (_____) <input type="checkbox"/> Additional fee amount (_____)	
REMINDER: RECORD FEE PAYMENT IN PERMIT LOG	
<i>FINAL FEE VERIFIED BY: (TO BE COMPLETED AFTER COMMISSION ACTION)</i>	<i>DATE:</i>

Attachment #1

2. (Continuation)...

Design aspects will feature curved, flowing, low-lying fence lines, a path through the restoration area, and an unenclosed perimeter along the water's edge. Many of these design components are incorporated to minimize disturbance, and even enhance your interaction with the beach. The site will allow visitors to continue to recreate as well as enjoy the local native flora and fauna that are now absent along the groomed beaches of the Santa Monica Bay.

Other public benefits include:

- Enhancing a developed coastline
- Familiarizing residents, especially children, with a healthy, natural landscape
- Promoting tourism based on environmental values through unique aesthetics and bird watching opportunities
- Educational opportunities including native plants and healthy beach management
- Understanding a 'softscape' climate change protection project

All of these benefits are expected while having low-to-no impact on existing recreational uses of the beach.

After seeding with native beach and dune plant species, small dune hummocks will slowly form, and are expected to be about 1 to 3 feet tall. The restoration site will be seeded with native southern California coastal beach species including beautiful flowering sand verbena and beach evening primrose (pictured to the left). The plant palette will also include sea scale and beach bur, both of which are low-profile and help form miniature sand dunes. The presence of these vegetated small dune hummocks will allow for invertebrates and local shorebirds to make use of this previously uninhabitable space. Similar beach restorations have been successfully conducted along the California coastline, such as Surfers Point in Ventura.

Project implementation should begin late summer or early fall of this year (2016), and should only take about 3-4 weeks, followed by monitoring and maintenance for several years. Over the course of 1 to 3 years, small dune hummocks will slowly form. These will provide not only a visibly pleasing landscape and habitat, but also an effective and inexpensive means of reducing storm and sea level rise damage.

NOTICE OF PENDING PERMIT

A PERMIT APPLICATION FOR DEVELOPMENT ON THIS SITE IS PENDING BEFORE THE CALIFORNIA COASTAL COMMISSION.

PROPOSED DEVELOPMENT: Santa Monica Beach Restoration Pilot Project:

Approximately three acres aims to return a healthy and beautiful ecosystem to this beach, which in turn, will address climate change issues for both humans and wildlife.

LOCATION: Santa Monica Beach, near County Life Guard Tower #2

APPLICANT: City of Santa Monica

APPLICATION NUMBER: Pending

DATE NOTICE POSTED: June 10, 2016

FOR FURTHER INFORMATION, PLEASE PHONE OR WRITE THE OFFICE LISTED BELOW BETWEEN 8 A.M. AND 5 P.M., WEEKDAYS.

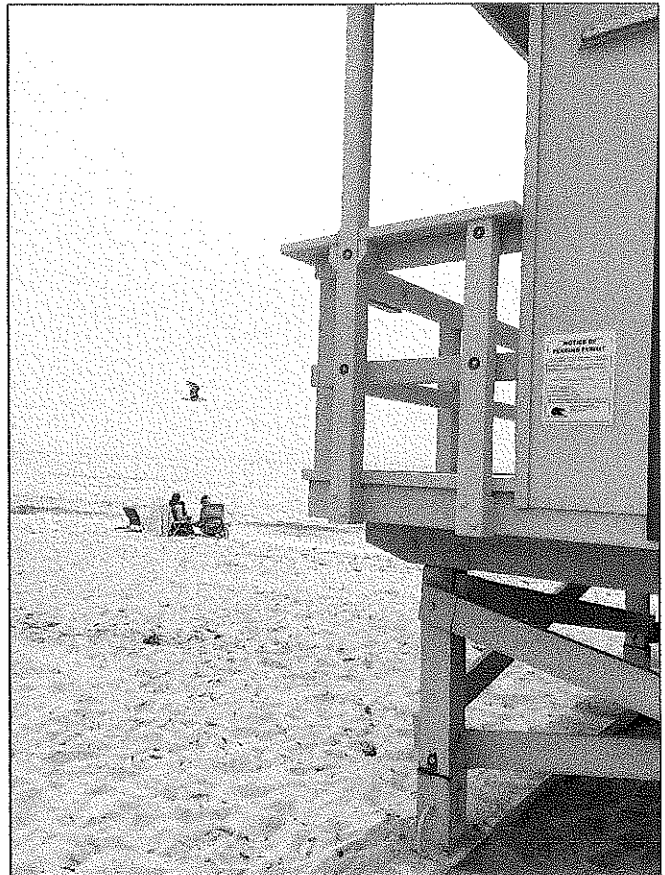


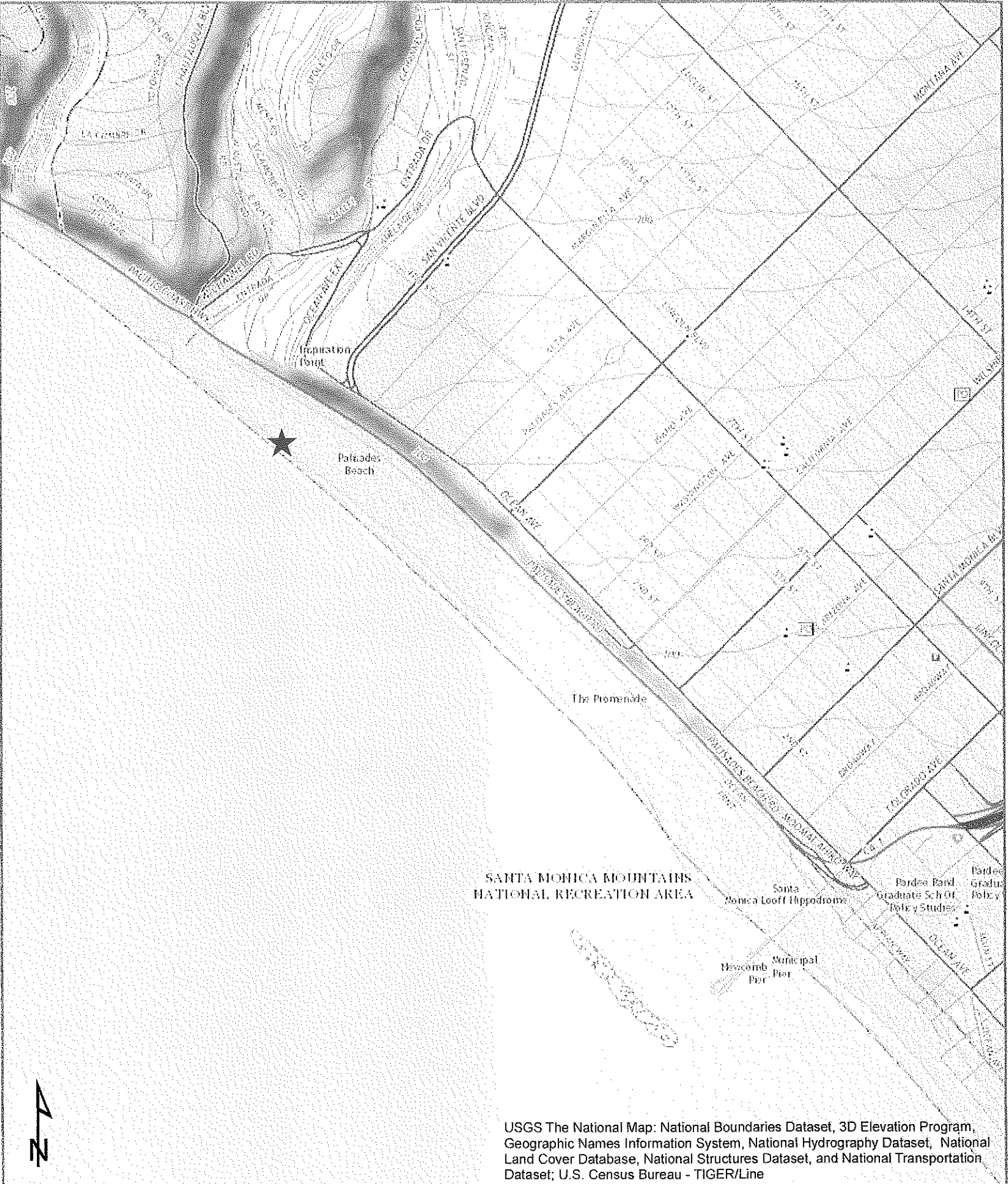
CALIFORNIA COASTAL COMMISSION
SOUTH CENTRAL COAST DISTRICT OFFICE
89 SOUTH CALIFORNIA STREET, SUITE 200
VENTURA, CA 93001-2801
(805) 585-1800

PRINT ON YELLOW STOCK CARD

Attachment #2

Photographs of Notice of Pending CDP Permit Posting (10 June 2016 – Lifeguard Tower #2, adjacent to project site)





USGS The National Map: National Boundaries Dataset, 3D Elevation Program, Geographic Names Information System, National Hydrography Dataset, National Land Cover Database, National Structures Dataset, and National Transportation Dataset; U.S. Census Bureau - TIGER/Line

Vicinity Map

★ Project Site

Scale 1:20,000

USGS Topographical Map



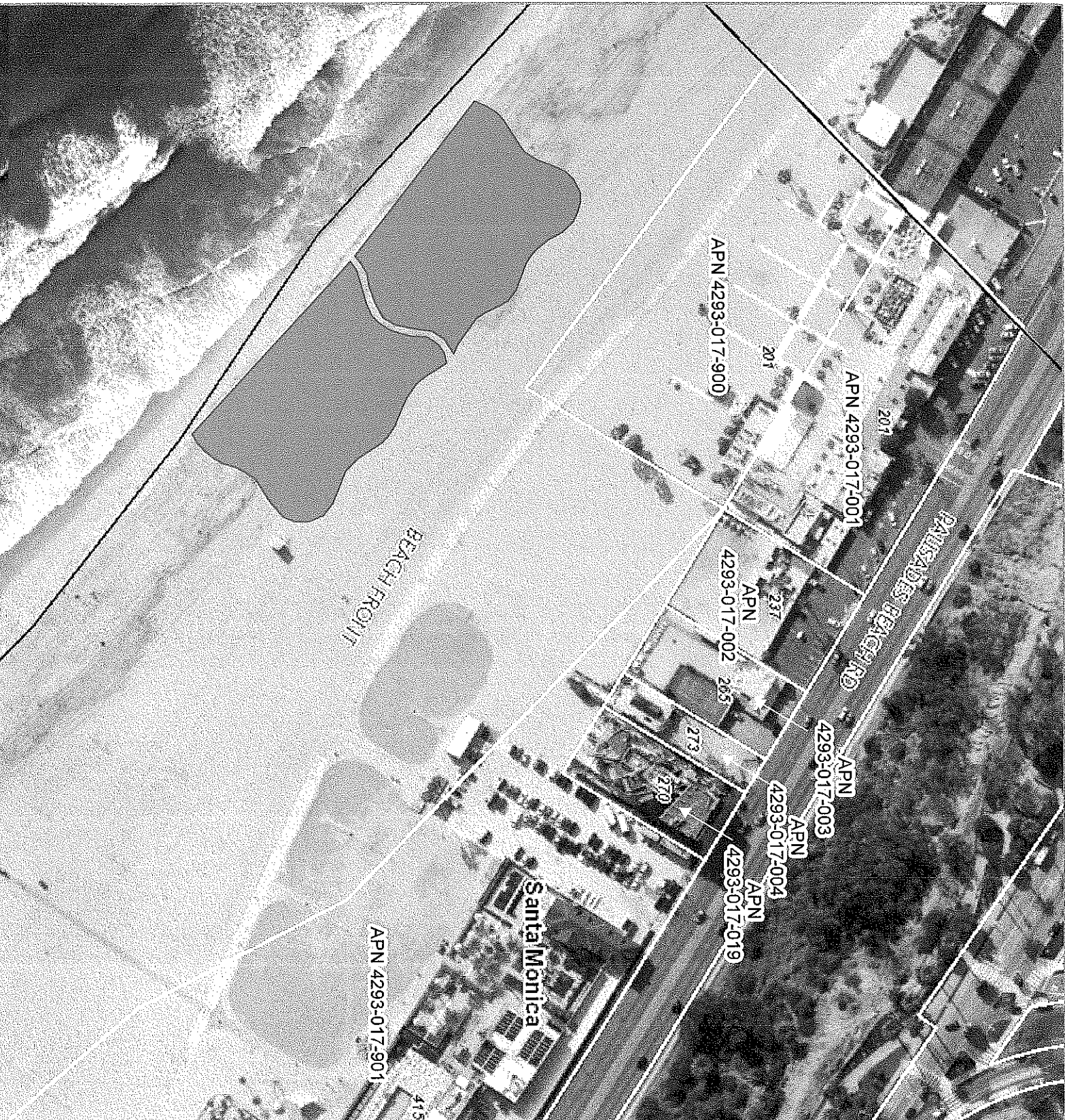
Parcel Map

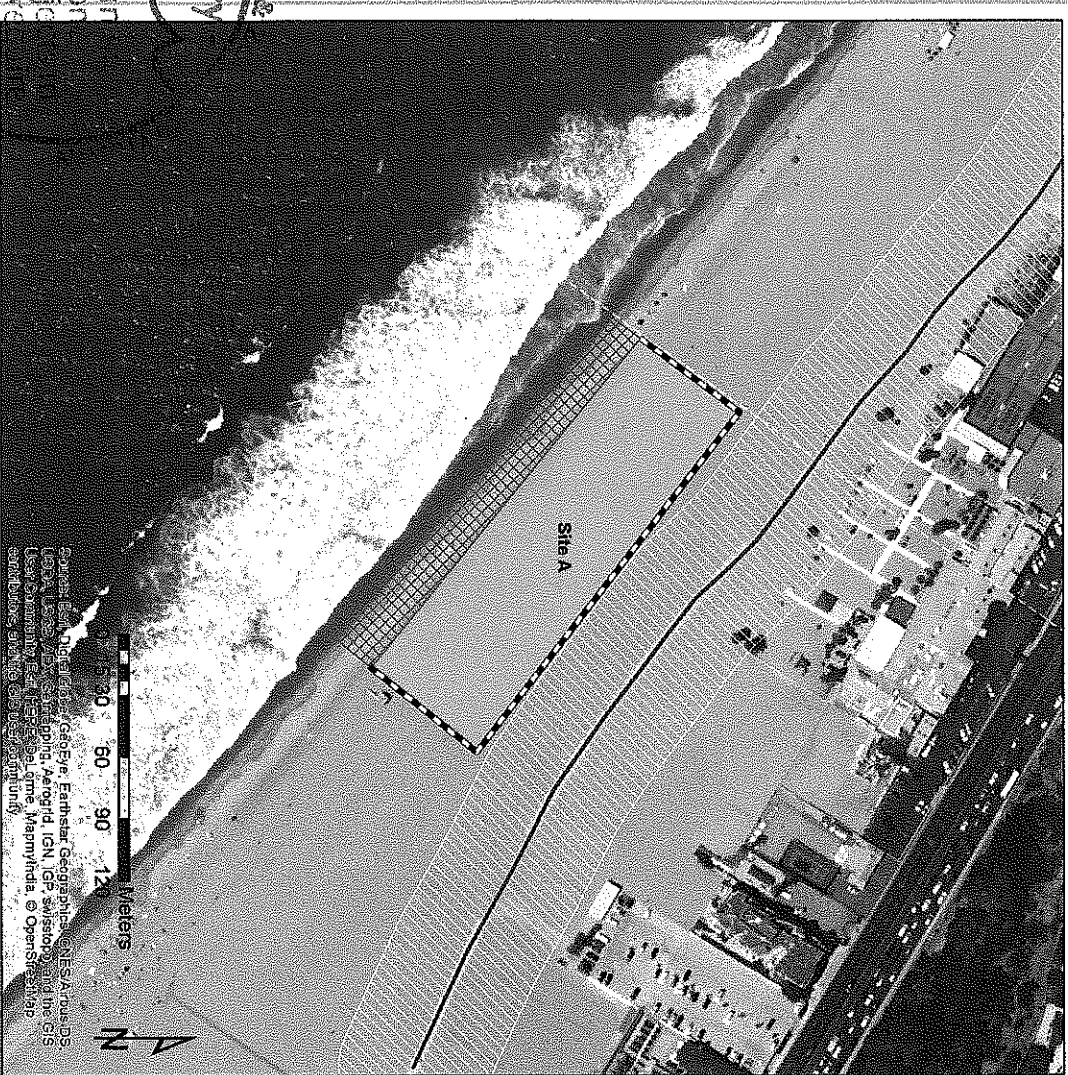
 **Project Site**

Ownership -
The State of CA
Management -
City of Santa Monica

Adjacent Parcels

- (Parcel)
APN 4293-017-900
Property Type - Government
- 201 Palisades Beach Rd (Parcel)
APN 4293-017-001
Property Type - Recreational
- 237 Palisades Beach Rd (Parcel)
APN 4293-017-002
Property Type - Residential
- 265 Palisades Beach Rd (Parcel)
APN 4293-017-003
Property Type Recreational
- 273 Palisades Beach Rd (Parcel)
APN 4293-017-004
Property Type Recreational
- 270 Palisades Beach Rd (Parcel)
201-402
Property Type - Residential
- APN 4293-017-012
- APN 4293-017-011
- APN 4293-017-010
- APN 4293-017-016
- APN 4293-017-014
- APN 4293-017-013
- APN 4293-017-015
- APN 4293-017-018
- APN 4293-017-009
- APN 4293-017-017
- APN 4293-017-020
- APN 4293-017-019
- 415 Palisades Beach Rd (Parcel)
APN 4293-017-901
Property Type - Government










**SANTA MONICA BEACH
RESTORATION
PILOT PROJECT**

"Site A" Option

Legend

-  Fence
-  Wash Zone
-  Bike Path
-  Bike Path 30m Buffer
-  Site A

Details:

- Solid Narrow Strip of Dry Sand
Area of 2.26 acres
- Wash Zone
Area of 0.96 acres
- Total Area = 3.22 acres
- Fencing = 916 feet

23 October 2015



SANTA MONICA PLANNING & ADVISORY

All projects in Coastal Zone including projects in the R1 Zone, require a permit from the California Coastal Commission.

AF
Aug 2
7/7/16

Santa Monica Beach Restoration Pilot Project Site Plan



including projects in the R1 Zone, require a permit from the California Coastal Commission.

AT
Muy &
7/7/16

Santa Monica Beach Restoration Pilot Project – BEFORE + AFTER renderings

View from Interior

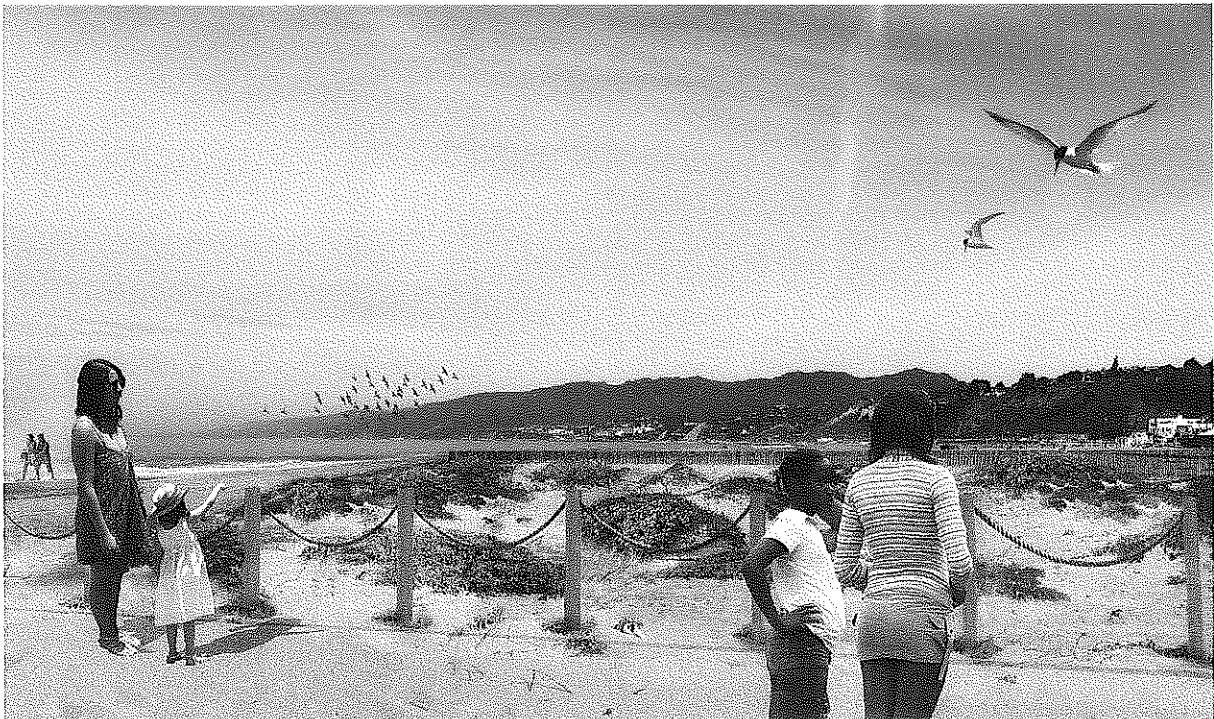
Before



SANTAMONICA PLANNING & ZONING DEPARTMENT
- Advisory -
All projects in the Coastal Zone, including projects in the RI Zone, require a permit from the California Coastal Commission.

AP
Mary B
7/7/16

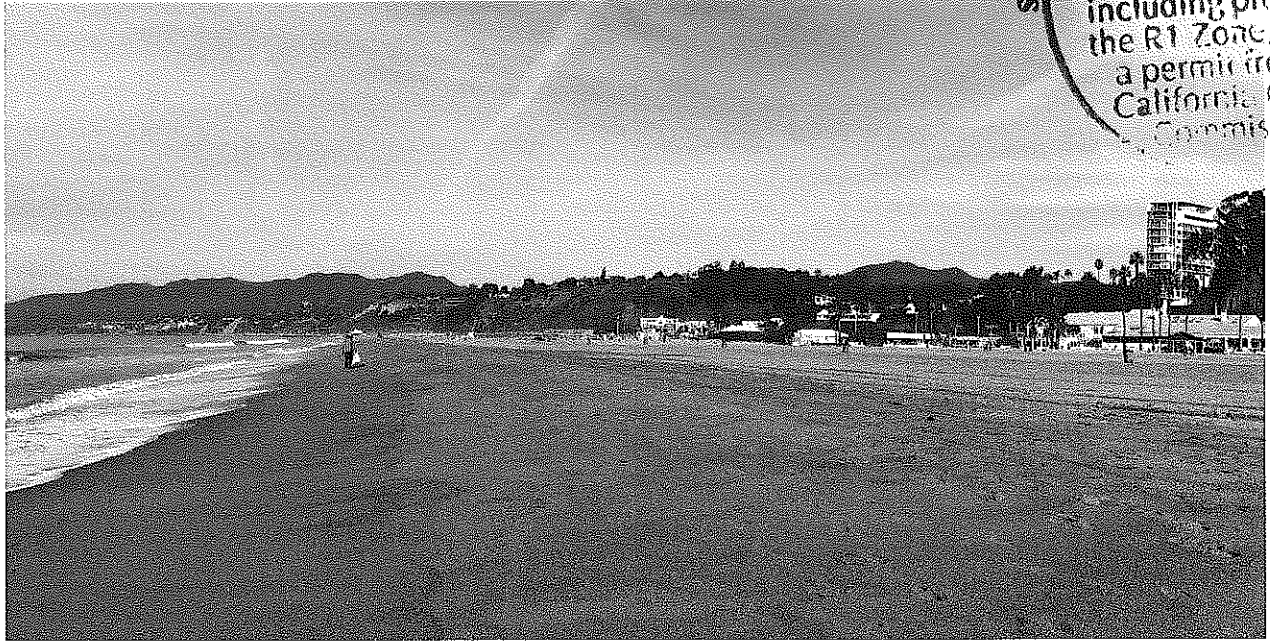
After



Santa Monica Beach Restoration Pilot Project – BEFORE + AFTER renderings

View of Wash Zone

Before



After



SANTA MONICA PLANNING & ZONING DEPARTMENT
- Advisory -
All projects in the Coastal Zone, including projects in the R1 Zone, require a permit from the California Coastal Commission.

AP
Kemp
7/7/16



DEPARTMENT OF PARKS AND RECREATION
Angeles District
1925 Las Virgenes Road
Calabasas, California, 91302

Lisa Ann L. Mangat, *Director*

June 27, 2016

California Coastal Commission
South Coast Area Office
200 Oceangate, Suite 1000
Long Beach, CA 90802-4302

Re: Support Letter for Santa Monica State Beach Restoration Pilot Project

Dear Honorable Commissioners:

The California Department of Parks and Recreation, Angeles District (State Parks), strongly supports the "Santa Monica Beach Restoration Pilot Project" proposed by The Bay Foundation (TBF) and the City of Santa Monica. As the land owner, California State Parks is committed to collaborating with The Bay Foundation and the City of Santa Monica to advance climate change adaptation planning and implementation along the Santa Monica Bay coast.

The sandy beaches of the Santa Monica Bay have been highly impacted through active sediment transport and sand replenishment, daily mechanized maintenance, vehicular use, and the removal of native vegetation. These activities have resulted in a destructive loss of natural beach morphology. Sandy beaches are one of the most vulnerable habitats to climate change, sea level rise, and erosion, while at the same time offering one of the last forms of natural protection to our homes, roads, and infrastructure. By restoring natural processes to these impacted beach habitats, this cost-effective and low-impact project will improve natural functions while creating a diverse native ecosystem that manages sand transport in a way that will help combat the impacts of climate change. Additionally, this demonstration project will provide an educational opportunity to recreational beach users and community groups.

The project will combat climate change, beach erosion, and sea level rise by implementing cost-effective restoration to enhance a highly developed Los Angeles coastline in an approximately three-acre area. It will also increase native floral and

California Coastal Commission
June 27, 2016
Page two

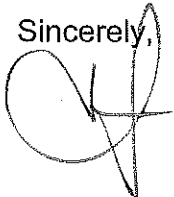
faunal biodiversity through the preservation and enhancement of an important and often over-managed ecosystem. The site in Santa Monica was chosen to minimize the impacts to recreation and current beach use, while maximizing the ecological and educational benefits from the proximity to existing trail systems. This project will allow residents and visitors to the Santa Monica beaches a chance to become familiar with a healthy and natural landscape, while still allowing all other existing recreational uses of the beach. More detailed information can be found on the project's webpage: <http://www.santamonica.org/santa-monica-beach-restoration-pilot/>.

This proposed demonstration project is particularly relevant as it aligns closely with our mission to provide for the health, inspiration, and education of the people of California by helping to preserve the state's extraordinary biological diversity, protect its most valued natural and cultural resources, and to create opportunities for high-quality outdoor recreation. We anticipate that the project will identify practical solutions to improve resource protection on State Parks beaches that we manage, or are managed by our partner agencies, and provide a model to replicate on other State Parks beaches.

California State Parks has a proud history of restoration in southern California including the Malibu Lagoon Restoration and Enhancement Project, the Topanga Creek Berm Removal Project, and other habitat restoration projects throughout the Angeles District.

Please consider approving and moving forward with the Coastal Development Permit for this project. Thank you for your consideration. Please feel free to contact my staff, Danielle LeFer, Environmental Scientist, at 818 880-0365, if we can provide additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'CS', written over a circular scribble.

Craig Sap
District Superintendent

Cc: Karina Johnston, Director of Watershed Programs, The Bay Foundation

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU" or "Agreement"), entered into as of July 7, 2016 ("Execution Date"), by and between the City of Santa Monica ("City") and The Bay Foundation ("Foundation"), is made with reference to the following:

RECITALS:

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. Foundation is qualified to do business, and is doing business, in the State of California. Foundation represents it has the background, knowledge, experience and expertise necessary to perform the pilot project described in this MOU.
- C. The City and Foundation now desire to enter into this memorandum of understanding with respect to a pilot project for the restoration of sandy coastal habitats located on the beaches of Santa Monica on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

TERMS AND CONDITIONS

1. **Term.** This MOU begins on the Execution Date and terminates eleven (11) years thereafter ("Term"), unless sooner terminated in accordance with Section 14.
 - 1.1. **Options to Renew.** Upon the expiration of the Term, the City shall have, at its sole and complete discretion, five (5) options to extend the Term by additional one year periods. The City will notify the Foundation of the exercise of the option, if any, through written letter sent by the City Manager or his/her designee.
2. **Pilot Project.** The City and the Foundation seek to restore sandy coastal habitats on certain portions of the beaches of Santa Monica pursuant to a pilot project entitled "Santa Monica Beach Restoration Pilot Project" ("Pilot Project") to bring back a diverse, endemic-rich, coastal plant and wildlife community as more fully set forth in the Foundation's Proposal attached hereto as Exhibit A ("Project Scope").
3. **Responsibilities.**
 - 3.1 The Foundation shall be responsible for all of the tasks set forth in the Project Scope, including, but not limited to, conducting preliminary outreach, conducting baseline monitoring, implementation of community hands-on dune habitat restoration, conducting post-restoration monitoring and maintenance,

completion of data analysis and deliverables, conducting post-restoration outreach and education.

- 3.2 The Foundation shall implement such tasks in accordance with applicable law.
 - 3.3 From time to time, the parties may modify the Project Scope pursuant to written amendment executed by the parties.
 - 3.4 The City, in its proprietary capacity through the Departments of Office of Sustainability and the Environment and the Community and Cultural Services, shall have the right of approval of the location of the Pilot Project, details regarding the sand fencing and interpretative signage, and other aspects of the Project Scope.
 - 3.5 The City and Foundation will mutually cooperate with each other in connection with the implementation of the Pilot Project.
 - 3.6 The schedule for the Pilot Project shall be as set forth in the Project Scope, or as modified by the parties' respective project manager in writing. Prior to scheduling the date for vegetation planting, maintenance, outreach activities, or any other activities impacting the beach, the Foundation shall coordinate such date with designated City staff and receive approval from the City with respect to such date.
4. **Project Costs.** The Foundation agrees to bear, at its sole cost and expense, all of the fees and costs for the implementation, maintenance and repair of the Pilot Project, including, but not limited to, vegetation planting, sand fencing, interpretative signage, maintenance, community outreach and educational outreach for a period of no less than ten years after the project implementation or the duration of this agreement.
 5. **Outreach Coordination.** The City and Foundation will mutually cooperate in the development of outreach materials, including, but not limited to, public notifications about the project, presentation, press releases, and interpretive signage.
 6. **Notices.** All notices, demands, requests or approvals to be given under this Agreement, must be in writing and will be deemed served when delivered personally, by email, or on the third business day after deposit in the United States mail, postage prepaid, registered or certified, addressed as follows:

6.1 All notices, demands, requests or approvals to the City:

City of Santa Monica Office of Sustainability and the Environment
1717 4th Street, Suite 100
Santa Monica, California 90401
Attention: Dean Kubani, Sustainability Manager
Re: Beach Dune MOU

with copies to:

City of Santa Monica Community and Cultural Services
1685 Main Street, Room 210
Santa Monica, California 90401
Attention: Karen Ginsberg, Director of Community and Cultural Services

Santa Monica City Attorney's Office
1685 Main Street, Third Floor
Santa Monica, California 90401
Attention: Marsha Jones Moutrie, City Attorney
Re: Beach Dune MOU

6.2 All notices, demands, requests or approvals to FOUNDATION:

Tom Ford
Executive Director
1 LMU Drive
Pereira Annex, MS: 8160
Los Angeles, CA 90045
Re: Beach Dune MOU

7. **Independent Parties.** Both parties to this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers of one another. Neither the City nor its officers or employees will have any control over the conduct of Foundation or any of Foundation's agents, employees, or subconsultants, except as otherwise provided in this Agreement.
8. **Integrated Contract.** This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties. Any preliminary negotiations and agreements of any kind or nature are merged into this Agreement. No oral agreement or implied covenant may be held to vary the provisions of this Agreement. This Agreement may be modified only by written agreement signed by City and Foundation, and approved as to form by the City Attorney.
9. **Insurance.** Prior to commencing work or tasks set forth in this Agreement, Foundation must procure, maintain and pay for insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of such work or tasks by Foundation or Foundation's agents, representatives, employees or subconsultants for the duration of this Agreement. Foundation must obtain insurance that, at a minimum, meets the requirements for insurance set forth in Exhibit B, Insurance Requirements and Verifications.
 - 9.1 **Subcontractor Insurance.** Prior to the commencement of any work by the Foundation's subcontractor for installation of sand fencing, the Foundation

shall submit the subcontractor's insurance to the City's Risk Manager for approval.

10. Defense and Indemnification.

10.1 Indemnification. As to Foundation's actions and tasks under this Agreement, Foundation agrees to defend, indemnify, protect, and hold harmless the City, its agents, officers, boards and commissions, and employees (collectively, "City") from and against any and all liability, claims, demands, damages, or costs, including but not limited to attorney's fees, or payments for injury to any person or property (collectively, "Losses") caused or claimed to be caused by the acts, errors and/or omissions of Foundation, or Foundation's employees, agents, officers, volunteers and subconsultants. Foundation's responsibilities under this Section 10.1 include liability arising from, connected with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of the City, which may be in combination with the acts or omissions of Foundation, its employees, agents or officers, or subconsultants; provided, however, that Foundation's duty to defend, indemnify, protect and hold harmless shall not include any Losses arising from the sole negligence or willful misconduct of the City. Notwithstanding Foundation's obligation to defend City hereunder, City has the right to conduct its own defense and seek reimbursement for reasonable costs of defense from Foundation, if City chooses to do so.

10.2 Enforcement Costs. Foundation agrees to pay any and all costs the City incurs enforcing the indemnity, defense and hold harmless provisions set forth in Section 10.1.

11. Prohibition Against Transfers. Foundation may not assign, hypothecate, or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without the prior written consent of City. Any attempt to do so without the City's consent will be null and void, and any assignee, hypothecatee or transferee acquires no right or interest by reason of such attempted assignment, hypothecation or transfer.

12. Permits and Licenses. Foundation, at its sole expense, must obtain and maintain during the term of this Agreement all required business and professional permits, licenses and certificates, and other regulatory approvals for the activities and tasks set forth in this MOU, including, but not limited to, the California Coastal Development permit.

13. **Waiver.** A waiver of any breach of this Agreement may not be deemed a waiver of any subsequent breach of the same or any other term, covenant, or condition of this Agreement.

14. Default and Termination.

14.1 If Foundation fails or refuses to perform any of the provisions of this Agreement, and if the default is not cured within a period of five days after the City's written notice of default specifying the nature of the default, City may immediately terminate this Agreement by written notice to Foundation.

14.2 The City and the Foundation each have the option, at its sole discretion and without cause, of terminating this Agreement by giving ten days' written notice to the other.

15. **Compliance with Law.** Foundation must comply with all laws of the State of California and the United States, and all ordinances, rules, and regulations enacted or issued by City.

16. **Discrimination.** Foundation may not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability.

17. **Nuisance.** Foundation may not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.

18. Records.

18.1 Foundation must maintain complete and accurate records with respect to data, results, statistics, photographs, reports, costs, expenses, receipts and other such information required by the City in connection with the Pilot Project. Foundation must keep the records, together with supporting documents, separate from other documents and records and maintain them for a period of three years after expiration of this Agreement.

18.2 Foundation must maintain records in sufficient detail to permit an evaluation of the Pilot Project and in accordance with generally accepted scientific principles for the Pilot Project and generally accepted accounting principles with respect to the costs of the Pilot Project. Foundation must clearly identify all records and make them readily accessible to the City. At the City's request, Foundation must provide records in an electronic format and, if necessary, access to any proprietary software to view such electronic records.

19. Work Product; Reports.

19.1 Any work product prepared or caused to be prepared by Foundation or any subconsultant for this Agreement will be jointly owned by both the City and Foundation. No work product given to or prepared by Foundation or any subconsultant pursuant to this Agreement may be made available to any individual or organization by Foundation without prior written approval by City through the City's Sustainability manager, with the exception of the obligations of the Foundation under multiple grant agreements given to the Foundation for the purposes of conducting the Pilot Project and subsequent monitoring, maintenance, and evaluations.

19.2 At the City's request, Foundation must furnish reports concerning the status of the Services.

20. **Standard of Care.** Foundation agrees that all actions and tasks, including services performed by any subconsultant, will be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Foundation's profession currently practicing in the same locality under similar conditions.

21. **Subconsultants and Subcontractors.**

21.1 Foundation intends to hire design consultant Mia Lehr ("Designer") for concept renderings, and such Designer is deemed approved by the City. If Foundation proposes to engage any other subconsultant or subcontractor to perform any part of the Project Scope, Foundation must submit a request for approval, in writing, describing the scope of work to be subcontracted and the name of the proposed subconsultant and subcontractor. The City, in its sole discretion, may grant or deny the request within ten business days.

21.2 Foundation will be responsible for the quality of any subconsultant/subcontractor's work. Every subcontract or agreement of any kind entered into between Foundation and any subconsultant/subcontractor (or between any subconsultant and others) must contain the following provision:

This agreement is consistent with all terms and conditions of the MOU entered into between the City of Santa Monica and Foundation on _____.

22. **Governing Law.** The laws of the State of California, without regard to any choice of law provisions, will govern this Agreement.

23. **Venue and Jurisdiction.** The City and Foundation agree that the Services will take place in Los Angeles County. Any litigation arising out of this Agreement may only be brought in either the United States District Court, Central District of California, or the Superior Court of California, County of Los Angeles, West District, as appropriate. The parties agree that venue exists in either court, and each party expressly waives any right to transfer to another venue. The parties further agree that either court will have personal jurisdiction over the parties to this Agreement.

24. **Survival of Provisions and Obligations.** Any provision of this Agreement, which by its nature must be exercised after termination of this Agreement, will survive termination and remain effective for a reasonable time. Any obligation that accrued prior to termination of this Agreement will survive termination of this Agreement.

25. **Exhibits.** The following exhibits are incorporated by reference into this Agreement as though fully set forth herein.

- Exhibit A Project Scope
- Exhibit B Insurance Requirements

In witness whereof, the parties have caused this Agreement to be executed the day and year first above written.

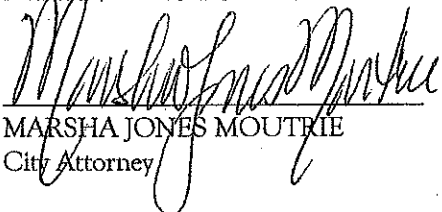
ATTEST:


DENISE ANDERSON-WARREN
City Clerk

CITY OF SANTA MONICA,
a municipal corporation

By: 
RICK COLE
City Manager

APPROVED AS TO FORM:


MARSHA JONES MOUTRIE
City Attorney

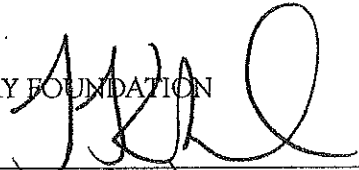
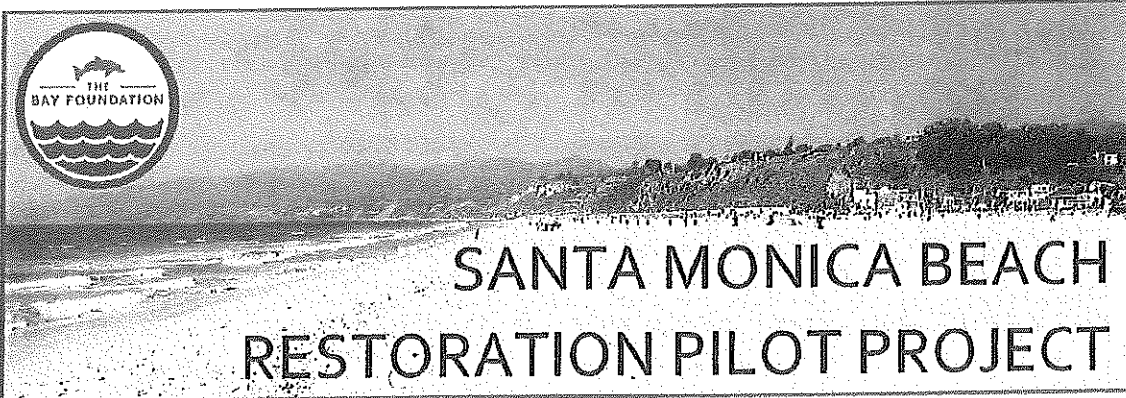
THE BAY FOUNDATION
By: 
Name: Tom Ford
Title: Executive Director

Exhibit A
Project Scope



OVERVIEW

This pilot project aims to restore approximately three acres of sandy coastal habitats located on the beaches of Santa Monica by utilizing existing sediments to transform a portion of the current beach into a sustainable coastal strand and foredune habitat complex resilient to sea level rise. A broad set of partnerships is proposed to actively restore three acres and passively restore two additional acres of a highly impacted beach system to bring back a diverse, endemic-rich, coastal plant and wildlife community which has been almost completely extirpated from the Los Angeles region. Returning broad ecosystem functions will create increased protection for coastal infrastructure and residences from sea level rise and erosion while providing a vital refuge for invertebrates, birds, and rare coastal vegetation species. This pilot project will also serve as a model for the region, showing that heavy recreational use of beaches and meaningful habitat restoration are not incompatible goals.

BACKGROUND

Over 17 million visitors frequent the beaches of Santa Monica every year. Southern California beach systems and associated wildlife are highly impacted by threats, including native species extirpation and extinction, erosion, non-natural sediment and sand transport through mechanical means, pollution, and loss of natural morphology due to daily vegetation and top soil removal through grooming and other regular maintenance (Dugan et al. 2003). However, these systems also offer essentially the last line of defense in terms of natural "softscape" protection. As a vital part of our coastline, beaches and dunes support and protect our homes, roads, and infrastructure, providing a natural buffer from sea level rise (SLR) as well as from tidal and wave action from the ocean. Beach habitats and dunes are critical in managing sand transport to create resilient beach morphologies, which naturally adapt to climate change impacts. By restoring natural processes to impacted beach systems, we will improve their ecological and utilitarian functions, and serve as a model for similar projects statewide.

Since the 1960s, beaches in the Los Angeles area have been subjected to the continuous removal of natural features as they begin to develop. Mechanical maintenance of beaches has significant impacts on the physical and biological processes of natural beach and dune ecosystems (Dugan et al. 2003, Dugan and Hubbard 2009, Hubbard et al. 2013). Over much of the state, and in many parts of the country, beaches are not frequently groomed, but are instead allowed to develop natural features, such as low dunes away from active recreation areas. These features not only support native, and in many

cases, rare and endemic species of plants and animals, they also provide a cost-effective buffer to storm surges and other regular, predictable threats, including SLR and increased erosion.

In addition to providing habitat for avifauna, including Federally-designated "Critical Habitat" (USFWS) for the threatened western snowy plover (*Charadrius nivosus alexandrius*), coastal strand habitats have a varied native vegetation community, including species such as red sand verbena (*Abronia maritima*), dune evening-primrose (*Camissoniopsis cheiranthifolia*), and beach saltbush (*Atriplex leucophylla*), and provide a vital habitat for invertebrate species. Thus, the current condition of groomed and flattened sand with vegetation removed provides almost no habitat value and removes all of the ecosystem services (Dugan et al. 2003, Hubbard et al. 2013, Gilburn 2012). Without vegetation, erosion is more frequent and there is nothing to trap wind-driven aeolian transport of sand (Nordstrom et al. 2011).

Future, restored conditions would include no mechanized 'flattening' of the sand and removal of vegetation. After seeding and planting vegetation, sandy coastal strand habitats and plant hummocks would develop, which would then support higher levels of the ecological community (e.g. invertebrates, birds). Recent scientific literature highlights the need for ecosystem-level, rather than species-level, beach restoration planning to achieve the greatest ecological benefits (e.g. Schlacher et al. 2008).

PROJECT DESCRIPTION

As an alternative to traditional hardscaping options, this project will evaluate a living, restored shoreline with a diverse wildlife community as an alternate approach to combat climate change. Seeded and planted specialized coastal strand and foredune vegetation will grow, develop, and begin trapping sand transported by wind. Wind-driven sand will bump into vegetation, fall, and accrete, naturally increasing the elevation of plant hummocks over time to an estimated height of 2-3 feet. Additional trapping of sand will occur through the deployment of sand fencing (Nordstrom et al. 2011). Because beach dunes accrete sediment transported from the ocean they will continue to grow concurrently with rising sea levels. This dynamic process can continue as long as the vegetation community is robust and healthy. This process has repeatedly been demonstrated in the scientific literature as well as in pilot projects in other California counties, such as the Surfer's Point restoration project in Ventura County (Figure 1). The preferred site is a single contiguous zone of beach managed by the City of Santa Monica (Map 1). Permitting, implementation, and post-restoration maintenance and monitoring will be coordinated and conducted by The Bay Foundation (TBF).

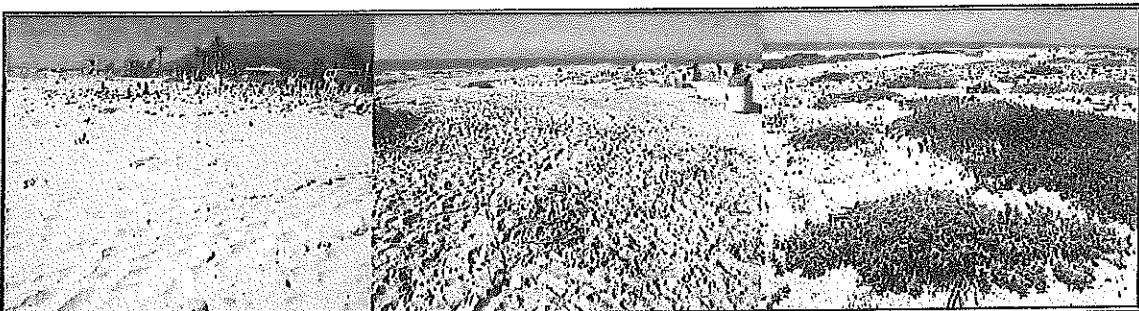


FIGURE 1. PHOTOGRAPHS SHOWING THE SUCCESSFUL RESTORATION PROJECT AT SURFER'S POINT, VENTURA COUNTY, BETWEEN SEPT. 2012 (PRE-RESTORATION) AND MAY 2013 (ONE YEAR POST-RESTORATION). INVERTEBRATES, BIRDS, AND NATIVE VEGETATION ARE ALL PROMINENT RESIDENTS.

A diverse set of entities have shown support for this project including: CA Department of Parks and Recreation (DPR), City of Santa Monica, Santa Monica Bay Restoration Commission, University of California, Santa Barbara, Loyola Marymount University, Audubon Society, California Native Plant Society, Heal the Bay, Friends of Ballona Wetlands, several elected officials, and additional expert scientists.

IMPLEMENTATION

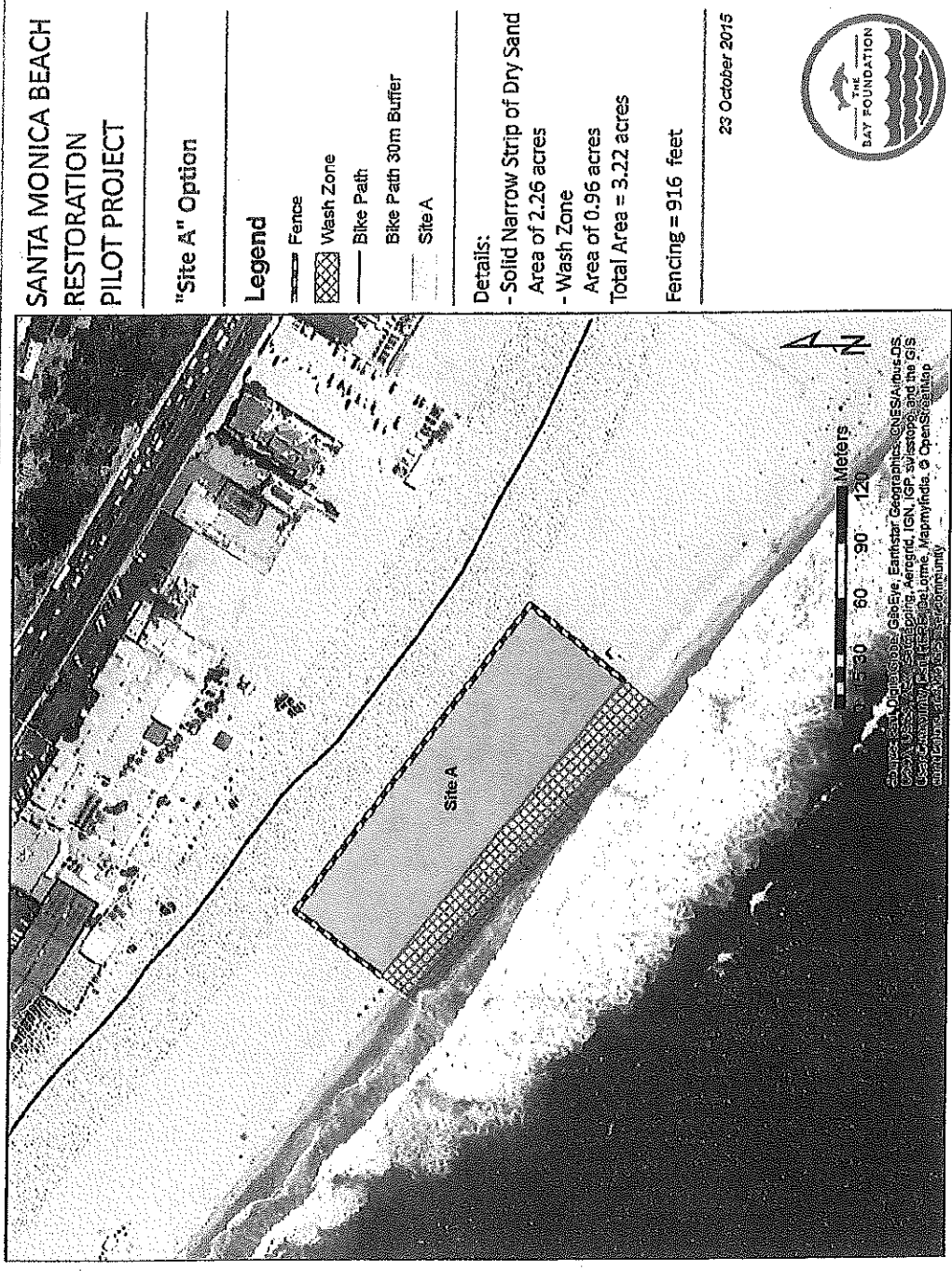
Fencing is an integral part of the project and TBF will coordinate with the City of Santa Monica to decide on fencing material and design. Additionally, TBF will recommend a plant pallet for seeding and container stock to be reviewed by the City of Santa Monica. Signage may also be evaluated as part of the project. Recommendations on logistics and details of the project will be provided by TBF, and consultation with the City of Santa Monica will influence final decisions (see "Task" table, below). Funding for fencing, plants and seeds, signs, and any additional needed supplies will be provided by TBF.

RESTORATION MONITORING AND MAINTENANCE

Accurate and robust scientific monitoring is a vital part of any restoration project. Monitoring is used to assess successful project implementation; for example, in this project, monitoring will allow an assessment of accretion rates of sand and elevation increases to combat sea level rise. TBF will be implementing a biological, physical, and social monitoring plan before the restoration to collect baseline data, for the duration of the restoration project, and several years afterwards to assess success. Additional "control" data along the adjacent unrestored beach will be collected as part of a before-after-control-impact ecological assessment monitoring program. Specialist scientists such as ornithologists and botanists are partners in this project and will use their expertise to advise both the final monitoring program and its implementation. Data will be collected for up to ten years to evaluate the ecological health of the created coastal strand ecosystem and its potential for long-term adaptation to accelerated rates of sea level rise. Funding for monitoring and maintenance will be provided by TBF.

Adaptive management may be implemented based on the success of the project as interpreted by the beach managers and the City of Santa Monica. The monitoring components and resulting data will be integral in determining the success of the project both from a socio-economic and ecological perspective. TBF, with the help of our existing volunteer internship program, will also undertake a hands-on, community-level maintenance strategy without the use of mechanized equipment, including trash removal and invasive species removal throughout the duration of the project and for no less than ten years afterwards. Evaluation of the project will occur annually and will be provided to the City.

MAP 1 - GENERAL PROJECT LOCATION



TASKS, TIMELINE, AND RESPONSIBILITIES

TASKS	ESTIMATED COMPLETION	RESPONSIBLE ORGANIZATION
<p>1. <i>Conduct Preliminary Outreach:</i></p> <p>Targeted outreach to community stakeholders will be conducted via a diverse strategy of public meetings, a press release, newsletters, websites, and social media.</p>	Ongoing throughout	TBF
<p>2. <i>Conduct Baseline Monitoring:</i></p> <p>Monitoring will occur for pre-restoration physical conditions, human use, and biological community.</p>	Spring 2016	TBF & Consultants
<p>3. <i>Implement Community Hands-on Dune Habitat Restoration:</i></p> <p>Volunteer groups and partner community organizations will conduct non-mechanized, hands-on native vegetation planting, dune restoration, and installation of sand fencing and potential interpretive signage. Periodic volunteer beach clean-up days will also be implemented as needed as part of this task through partner groups.</p>	Late Summer – Fall 2016	TBF
<p>4. <i>Conduct Post-Restoration Monitoring & Maintenance:</i></p> <p>Repeat monitoring to assess restoration success and remove non-native vegetation (if applicable).</p>	Immediately following restoration through 10 years	TBF
<p>5. <i>Complete Data Analyses and Deliverables:</i></p> <p>Final post-restoration report will include results, statistics, volunteer and outreach data, and photos. Additional reports will be developed annually following restoration.</p>	Summer 2017	TBF
<p>6. <i>Conduct Post-Restoration Outreach and Education:</i></p> <p>Outreach will include tours for stakeholder groups and students, posting online through websites and social media, press releases, newsletters, and meetings to present the results of this pilot project to interested groups.</p>	Spring 2016 – Summer 2017	TBF

REFERENCES

- Dugan, J. E., D.M. Hubbard, M. McCrary, M. Pierson. 2003. "The response of macrofauna communities and shorebirds to macrophyte wrack subsidies on exposed sandy beaches of southern California." *Estuarine, Coastal and Shelf Science* 58S: 25-40.
- Dugan, J.E., Hubbard, D.M., Rodil, I.F., Revell, D.L., and Schroeter, S. 2008. Ecological effects of coastal armoring on sandy beaches. 2008. *Marine Ecology*. 29(1): 160-170
- Dugan J.E., D.M. Hubbard. 2010. "Loss of coastal strand habitat in southern California: the role of beach grooming." *Estuaries and Coasts*, 33(1): 67-77.
- Gilburn, A.S. 2012. "Mechanical grooming and beach award status are associated with low strandline biodiversity in Scotland." *Estuarine, Coastal and Shelf Science*. 107:81-88
- Grifman, P.M., J.F. Hart, J. Ladwig, A.G. Newton Mann, M. Schulhof. 2013. "Sea Level Rise Vulnerability Study for the City of Los Angeles." USCSG-TR-05-2013.
- Hubbard, D.M., J.E. Dugan, N.K. Schooler, S.M. Viola. 2013. Local extirpations and regional declines of endemic upper beach invertebrates in southern California.
<http://dx.doi.org/10.1016/j.ecss.2013.06.017>
- National Oceanic and Atmospheric Administration Coastal Services Center, 2012. Incorporating Sea Level Change Scenarios at the Local Level, a companion report for Technical Considerations for Use of Geospatial Data in Sea Level Change Mapping and Assessment.
- * Nordstrom, K.F., Jackson, N.L., and Korotky, K.H. 2011. "Aeolian transport across beach wrack." *Journal of Coastal Research*. 1(59):211-217
- * Nordstrom, K.F., Jackson, N.L., Korotky, K.H., and Puleo, J. 2011. "Aeolian transport rates across raked and unraked beaches on a developed coast." *Earth Surfaces, Processes, and Landforms*. 36:779-789
- * Nordstrom, K.F., Jackson, N.L., Freestone, A.L., Korotky, K.H., and Puleo, J. 2012. "Effects of beach raking and sand fences on dune dimensions and morphology." *Geomorphology*. 179:106-115
- Schlacher, T.A, Dugan, J., Schoeman, D.S., Lastra, M., Jones, A., Scapini, F., McLachlan, A., and Defeo, O. 2007. "Sandy beaches on the brink." *Diversity and Distributions*. 13:556-560
- * United States Fish and Wildlife Service (USFWS). 2007. "Recovery Plan for the Pacific Coast Population of the Western Snowy Plover (*Charadrius alexandrinus nivosus*)." In 2 volumes. Sacramento, California. xiv + 751 pages.

Exhibit B
Insurance Requirements and Verifications

Professional Services Agreement Insurance Requirements

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

Minimum Scope/Limits of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury, with limits of no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form CA 00 01 covering Code 1 (any auto), or if the Consultant has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Workers' Compensation insurance as required by the State of California, with Statutory Limits and Employers' Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease (see footnote #1).
4. **Professional Liability:** Insurance appropriate to the Consultant's profession with a limit of not less than \$1,000,000 each claim/\$2,000,000 in the annual aggregate (see footnote #2).

If the Consultant maintains higher limits than the minimums shown above, the City of Santa Monica requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Santa Monica.

Other Insurance Provisions

1. The policies are to contain, or be endorsed to contain, the following provisions:

- a. **Additional Insured Status (CGL):** The City of Santa Monica, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as Insurance Services Office Form CG 20 10 11 85.
- b. **Primary Coverage (CGL, Auto, and Professional Liability):** For any claims related to this contract, the Consultant's insurance shall be primary as respects the City of Santa Monica, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Santa Monica, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. **Notice of Cancellation (all policies):** Each insurance policy required herein shall state that coverage shall not be cancelled except after notice has been given to the City of Santa Monica.
- d. **Waiver of Subrogation (all policies):** Consultant hereby grants to the City of Santa Monica a waiver of any right of subrogation which any insurer of said Consultant may acquire against the City of Santa Monica by virtue of payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Santa Monica has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City of Santa Monica. The City of Santa Monica may require the Consultant to purchase coverage with a lower deductible or retention or provide satisfactory proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City of Santa Monica.

Claims Made Policies

1. If the Professional Liability policy provides "claims made" coverage:
 - a. The Retroactive Date must be shown, and must be before the date of this Agreement or the start of work.

- b. The insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of work.
- c. If the policy is cancelled or not renewed, and not replaced with another "claims made" policy form with a Retroactive Date prior to the effective Agreement date, the Consultant must purchase "extended reporting" coverage for a minimum of 5 years after completion of work.

Verification of Coverage

Consultant shall furnish the City of Santa Monica with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required herein. All certificates and endorsements are to be received and approved by the City of Santa Monica before work commences. However, failure to obtain required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Santa Monica reserves the right to require complete, certified copies of all required insurance policies, including the endorsements required herein, at any time.

Failure to Maintain Insurance Coverage

If Consultant, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. The City of Santa Monica, at its sole option, may terminate this Agreement and obtain damages from the Consultant resulting from said breach. Alternatively, the City of Santa Monica may purchase such coverage (but has no special obligation to do so), and without further notice to the Consultant, the City may deduct from sums due to the Consultant any premium costs advanced by the City for such insurance.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein. All exceptions must be approved in writing by the Risk Manager.

Footnotes

- #1: Workers' Compensation insurance coverage is not required if the Consultant does not have employees. The Consultant must, however, execute the City's Workers' Compensation Coverage Exemption Declaration Form.

#2: Professional Liability insurance is required if the Consultant is providing a professional service regulated by the State (e.g., insurance agents, doctors, lawyers, architects, engineers, certified public accountants, etc.). However, some Consultants, such as software designers, claims administrators, or human resources professionals, should also carry Professional Liability insurance. Contact Risk Management for guidance.