



CITY OF PACIFIC GROVE
300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

To: Honorable Mayor and Members of City Council

From: Mark Brodeur, Community and Economic Development Director

Meeting Date: May 18, 2016

Subject: Professional Planning Services Agreement Amendment No. 5 with
EMC Planning Group for Local Coastal Program

CEQA: This action is not a project under Section 15378 of the CEQA
Guidelines, set forth in California Administrative Code, Title 14,
Section 15000, et seq.

RECOMMENDATION

Approve a resolution authorizing the City Manager to execute Amendment #5 valid through December 31, 2016 with EMC Planning Services, in order to provide professional planning services for the Local Coastal Program, for a total amount not-to-exceed \$58,418 including a \$9,680 contingency fee.

DISCUSSION

In April 2014, the City of Pacific Grove was awarded a \$130,000 grant from the California Coastal Commission. The grant was to update the City's 1989 Local Coastal Program Land Use Plan, draft an accompanying Implementation Plan, and achieve Coastal Commission certification. Achieving certification enables the City to permit land use development in the Coastal Zone without additional Coastal Commission staff permitting. The Coastal Commission will retain appeal authority in certain areas. Currently, land owners in the Coastal Zone must obtain permit approval from the City of Pacific Grove, and then undergo a second permitting process with the Coastal Commission, all before applying for building permits. This process adds time and risk to property owners. Approximately 17.5% of the City is located in the coastal zone which includes a number of City owned properties.

In May 2014, the City requested Statement of Qualifications and Bid Proposals for consultant services to update the existing LCP, and develop an Implementation Plan with the goal of full certification from the Coastal Commission. EMC was awarded the contract by Council on July 16, 2014 for a total amount of \$183,000. The Coastal Commission grant funded \$130,000, and the Community and Economic Development Department funded the remaining balance.

Amendment #5

In March, the City received extensive comments from five Coastal Commission staff members on the Land Use Plan and general comments on the Implementation Plan. This level of comment on the Land Use Plan was unexpected as the City and EMC Planning Group have been working closely with two members of Coastal Commission staff since 2014 and their comments on the

previous draft had been relatively minor. Several additional comments were received from the Planning Commission, Councilmembers and the public on the Land Use Plan into April. An amendment for a total amount not-to-exceed \$58,418 including a \$9,680 contingency fee, is necessary to finalize the documents and bring the Local Coastal Program Update to completion. If approved, the scope of work would include:

- Attendance at Planning Commission and Council meetings where the LCP is discussed;
- Production of Final documents, including any revisions directed by the Planning Commission and/or Council, for submission to Coastal Commission;
- Additional meetings with staff;
- Attendance at adoption and certification hearings including Coastal Commission meetings.

Previous Amendments

The original contract has been amended three times to date for the following:

- Amendment #1 was executed on February 23, 2015. The amendment moved funds from Task 5 Community Engagement and Task 6 Adoption and Certification of Hearings to Task 2 Technical Research and Background Report, in order to adequately cover the background and technical report costs required by the Coastal Commission. Data collection and hazard modeling was more costly and time consuming than originally anticipated due to difficulty obtaining GIS information from outside sources.
- Amendment #2 executed on September 15, 2015 authorized an additional \$22,882 for two additional workshops held in Fall 2015.
- Amendment #3 executed on October 17, 2015 authorized \$31,794 for additional consultant services to address the additional public comments received during the extended outreach period, and included an Implementation Plan workshop.
- Amendment #4 executed on February 17, 2016 authorized an additional \$42,638 to provide hazard zone mapping based on readily available data for 2025 and 2050, attendance at Planning Commission and Council meetings, a Joint Workshop for both Planning Commission and Council, and additional meetings with staff and document revisions based on public comments.

This action is not a project under Section 15378 of the CEQA Guidelines, set forth in California Administrative Code, Title 14, Section 15000, et seq.

FISCAL IMPACT

A reimbursement agreement with Domaine Partners LLC was approved by Council on February 17, 2016. The agreement included reimbursement for Local Coastal Program Update work, inclusive of Amendment #4 and any future amendments. Domaine Partners LLC will fund Amendment #5 in accordance with the approved Development Agreement.

ATTACHMENTS

1. Draft Resolution
2. EMC Amendment No. 5
3. EMC Agreement executed July 2014
4. EMC Amendment No. 1
5. EMC Amendment No. 2
6. EMC Amendment No. 3
7. EMC Amendment No. 4

8. Map of Coastal Zone

Respectfully submitted,



Mark Brodeur, Director
Community & Economic Development Dept.

Reviewed by:

Ben Harvey

Ben Harvey
City Manager

RESOLUTION NO. 16-_____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE
AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENT AMENDMENT
NO. 5 WITH EMC PLANNING SERVICES TO PREPARE AND SEEK
CERTIFICATION OF A FULLY CERTIFIED LOCAL COASTAL PROGRAM (LCP)**

FINDINGS

1. On July 16, 2014 Council executed a contract with EMC Planning Services to prepare and seek certification of a fully certified Local Coastal Program (LCP). The contract was funded by a Coastal Commission grant of \$130,000 and City funds of \$53,000 which were budgeted for consultant work for the FY 14/15 for a total amount of \$183,000.
2. The scope of work included Coastal Commission Engagement, Technical Research and Background Report, Focused Coastal Land Use Plan Update, Coastal Implementation Plan (IP), Community Engagement, and Adoption and Certification Hearings.
3. On February 23, 2015 Amendment No. 1 was executed. The overall contract budget remained unchanged. The amendment moved funds from Task 5, Community Engagement and Task 6 Adoption and Certification of Hearings to Task 2 Technical Research and Background Report in order to adequately cover the background and technical report costs required by the Coastal Commission. Data collection and hazard modeling was more costly and time consuming than originally anticipated due to difficulty obtaining GIS information from outside sources.
4. Amendment No. 2, executed on September 15, 2015, authorized an additional \$22,881.00 in contract funds for two additional workshops held in Fall 2015.
5. Amendment No. 3 for \$31,794.00 provided additional consultant services to address the additional public comments received during the extended outreach period and included a workshop related to the Implementation Ordinances.
6. Amendment #4 approved on February 17, 2016 for \$42,638.40 provided for attendance at Planning Commission and Council meetings where the LCP is discussed, conducting a Joint Workshop for both Council and Planning Commission, additional meetings with staff, project management and coordination, attendance at Coastal Commission meetings, and updated hazard zone mapping based on new readily available data for 2025 and 2050 time horizons.

7. In March 2016 the City received extensive comments from five Coastal Commission staff members on the Land Use Plan and general comments on the Implementation Plan. If approved, the scope of work would include: attendance at Planning Commission and Council meetings where the LCP is discussed; production of Final documents, including any revisions directed by the Planning Commission and/or Council, for submission to Coastal Commission; additional meetings with staff; attendance at adoption and certification hearings including Coastal Commission meetings. Amendment #5 for a total amount not to exceed not-to-exceed \$58,418 including a \$9,680 contingency fee, for a total project amount of \$338,423, would fund the scope of work.
8. A reimbursement agreement with Domaine Partners LLC was approved by Council on February 17, 2016 that included reimbursement for Local Coastal Program Update work, inclusive of Amendment #4 and any future amendments. Domaine Partners LLC will fund Amendment #5 in accordance with the approved Development Agreement.
9. This action does not constitute a "Project" as that term is defined under the California Environmental Quality Act (CEQA), CEQA Guideline Section 15378, as the submittal of a grant application is an administrative activity that will not cause a physical change to the environment.

NOW, THEREFORE, BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE:

1. The Council determines that each of the Findings set forth above is true and correct, and by this reference incorporates those Findings as an integral part of this Resolution.
2. The Council authorizes authorizing the City Manager to execute an Amendment No. 5 with EMC PLANNING SERVICES for a Certified Local Coastal Program, for an amount not to exceed \$58,418 including a \$9,680 contingency fee.
3. This Resolution shall take effect immediately following passage and adoption thereof.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE
this 18th day of May, 2016, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

BILL KAMPE, Mayor

ATTEST:

SANDRA KANDELL, Deputy City Clerk

APPROVED AS TO FORM:

DAVID C. LAREDO, City Attorney

AMENDMENT NO. 5
TO THE CITY OF PACIFIC GROVE
AGREEMENT FOR PROFESSIONAL SERVICES WITH EMC PLANNING GROUP
FOR PROVIDING A CERTIFIED LOCAL COASTAL PROGRAM, INCLUDING AN
UPDATED LAND USE PLAN (LUP) AND NEW IMPLEMENTATION PLAN (IP) AND
ASSOCIATED BACKGROUND DOCUMENTS AND COMMUNITY AND COASTAL
ENGAGEMENT

This Amendment No. 5 to the “Professional Services Agreement (“Agreement”) dated May 9, 2016 and entered into by and between the City of Pacific Grove, a California Public Agency (CITY) and EMC Planning Group, (hereinafter “CONTRACTOR”).

In consideration of the mutual covenants and conditions set forth in this Amendment, the parties agree as follows:

- 1. **Amended Exhibit A Pacific Grove Local Coastal Program Contract Amendment Request #5. See attached. All other terms and conditions in the Agreement shall remain.**

IN WITNESS WHEREOF, City and CONTRACTOR have executed this Agreement as of the day and year written below.

CITY OF PACIFIC GROVE

CONTRACTOR

By: _____
Mark Brodeur, Director Community
and Economic Development Dept

Date: _____

By: _____
Ben Harvey, Interim City Manager

Date: _____

.

Approved as to Form

By: _____
City Attorney

Date: _____

EMC Planning Group Inc.

Contractor’s Business Name*

By: _____
(Signature of Chair, President, or
Vice-President)*

Michael Groves, AICP, President

Date: _____

By: _____
(Signature of Secretary, Asst. Secretary, CFO, or
Asst. Treasurer)*

Terri Wissler Adam, Secretary

Date: _____



Planning for Success.

May 9, 2016

Anastazia Aziz, AICP, Senior Planner
Community and Economic Development Department
City of Pacific Grove
300 Forest Avenue
Pacific Grove, CA 93950

Re: Pacific Grove Local Coastal Program Contract Amendment Request #5

Dear Anastazia:

This letter responds to the City's request for a scope of work and cost estimate for additional financial resources to complete necessary Local Coastal Program (LCP) tasks and submit the LCP to the Coastal Commission for consideration at their August 2016 hearing.

In July 2014, EMC Planning Group was retained to assist the City with its LCP update. Although the original schedule anticipated completion of the LCP by early April 2016, the City decided to allow additional time for public outreach which added several months to the overall schedule. A part of the outreach effort, an intermediate land use document ("Revised Final Land Use Plan") and an Administrative Draft Implementation Plan were prepared in January 2016 incorporating comments from the public and the planning commission which utilized budget allocated for production of the final LCP document.

In February, EMC Planning Group responded to the City's request for a scope and budget for additional meetings including a joint City Council and Planning Commission workshop, production of a Final Land Use Plan, preparation of a second (revised) Administrative Draft Implementation Plan, and additional sea level rise technical work. The scope of work was an estimate at the time of the extent of remaining public and Coastal Commission staff comment and the level of effort that would be necessary to complete the tasks achieve a City Council approved LCP.

In March the City received extensive comments from five Coastal Commission staff members on both the Land Use Plan and Implementation Plan. This level of comment was unexpected as the City and EMC Planning Group have been working closely with two members of Coastal Commission Staff since 2014 and their comments on the previous draft had been relatively minor. Also, several additional comments were received from the Planning Commission, the City Council and the public throughout February, March and into April. The level of effort necessary to coordinate and respond to comments far exceeded the level of effort estimated in February. The tasks of responding to Coastal Commission comments and preparing redline versions of the Land Use Plan and Implementation Plan (tracking the five Coastal Commission Staff commenters, Planning Commission, City Council, City Staff and public comments) alone required nearly 50 additional hours of staff time.

The tasks remaining for LCP completion include team meetings, consultation with Coastal Commission Staff, production of a Final Land Use Plan (LUP), production of Final Implementation Plan (IP), production of a Summary Table as an Appendix to the Final LUP that identifies all the Final approved policies and corresponding implementation measures, and adoption and certification hearings. Our scope of work includes these tasks as well as and project management and coordination to ensure the LCP is completed on time.

EMC Planning Group is providing an estimated budget for additional financial resources to complete the remaining LCP tasks necessary identified above and to submit the LCP to the Coastal Commission for consideration at their August 2016 hearing. The estimated budget is just that, an estimate of financial compensation projected over the next several months of work effort to achieve a City Council approved LCP. As such, a 20% contingency line item is included in the attached budget spreadsheet. This budget could be utilized for additional project work, such as an increased level of coordination with the City, unexpected additional meetings, and/or review of additional applicable information and comment or other unexpected issues. This contingency budget would only be used upon prior authorization by the City.

The anticipated tasks and associated budget are presented in the attached documentation.

The following presents a summary of the LCP budget and amendments.

Original Budget	\$182,691.00
Contract Amendment #1	\$0.00
Contract Amendment #2	\$22,881.75
Contract Amendment #3	\$31,794.00
Contract Amendment #4	\$42,638.40
Contract Amendment #5	\$48,737.80
New Amended Budget	\$328,742.95
Contingency	\$9,679.56
Total New Agreement Budget	\$338,422.51

If you have any questions regarding this request, please call me at 831.649.1799 ext. 201.

Sincerely,



Michael Groves AICP, President

cc: Mark Brodeur, Director

Pacific Grove LCP Update CA#5										
Task	EMC Planning Group Inc.									
Staff	Sr. Principal Michael Groves	Principal Planner Richard James	Senior Planner Polaris Kinison Brown	Senior Biologist Andrea Edwards	Production E.J. Kim	Asst. Planner/GIS Rachel Hawkins Janine Bird	Administrativ e Assistant			
Billing Rate (Per Hour)	\$205.00	\$185.00	\$150.00	\$150.00	\$125.00	\$105.00	\$95.00	Total Hours	Total Cost	
1. Project Management and Administration										
1.1 Contract and General Administration	4.0	0.0	8.0	0.0	0.0	0.0	4.0	16.0	\$2,400.00	
1.2 Consultation/Communications	4.0	1.0	12.0	0.0	0.0	0.0	0.0	17.0	\$2,805.00	
1.3 Meetings (4)	4.0	4.0	7.0	0.0	0.0	0.0	3.0	18.0	\$2,895.00	
2. Final Land Use Plan										
2.1 Prepare Final LUP	4.0	4.0	35.0	2.0	9.0	10.0	2.0	66.0	\$9,475.00	
3. Implementation Plan										
3.1 Prepare Final IP	10.0	50.0	20.0	0.0	0.0	10.0	5.0	95.0	\$15,825.00	
4. Adoption and Certification Hearings										
4.1 Planning Commission and Comment Summary (2)	4.0	3.0	4.0	0.0	0.0	0.0	0.0	11.0	\$1,975.00	
4.2 City Council Hearing and Comment Summary	0.0	2.0	3.0	0.0	0.0	0.0	0.0	5.0	\$820.00	
4.3 Coastal Commission Hearing	3.0	3.0	3.0	0.0	0.0	0.0	0.0	9.0	\$1,620.00	
4.4 Coastal Commission Certification /CC acceptance	2.0	2.0	2.0	0.0	0.0	0.0	1.0	7.0	\$1,175.00	
Subtotal (Hours)	35.0	69.0	94.0	2.0	9.0	20.0	15.0	Total Hours	Total Cost	
Subtotal (Cost)	\$7,175.00	\$12,765.00	\$14,100.00	\$300.00	\$1,125.00	\$2,100.00	\$1,425.00	244.0	\$38,990.00	

Additional Costs	
Production Costs	\$250.00
Travel Costs	\$25.00
Postal/Deliverables	\$15.00
Miscellaneous	\$50.00
Administrative Overhead 10%	\$34.00
Total	\$374.00

Additional Costs	
Response to CCC Comments and Redline LCP	\$9,373.80
Total	\$9,373.80

Total Costs	\$48,737.80
--------------------	--------------------

Contingency Fee	
Contingency Fee 20%	\$9,679.56
Total	\$9,679.56

Total Costs with Contingency	\$58,417.36
-------------------------------------	--------------------

Attachment 3
Page 1 of 14

CITY OF PACIFIC GROVE AGREEMENT FOR PROFESSIONAL SERVICES
(MORE THAN \$35,000)

This Professional Services Agreement (“Agreement”) is made by and between the City of Pacific Grove, a political subdivision of the State of California (hereinafter “City”) and EMC Planning Group, Inc. (hereinafter “CONTRACTOR”).

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

- 1. SERVICES TO BE PROVIDED.** The City hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows: Provide a certified Local Coastal Program, including an updated land use plan (LUP) and new Implementation Plan (IP) and associated background documents and community and Coastal Commission engagement.
- 2. PAYMENTS BY CITY.** City shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A**, subject to the limitations set forth in this Agreement. The total amount payable by City to CONTRACTOR under this Agreement shall not exceed the sum of \$183,000.
- 3. TERM OF AGREEMENT.** The term of this Agreement is from July 16, 2014 to December 31, 2016, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and City and with City signing last.
- 4. ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
Exhibit A: Scope of Services/Payment Provisions
- 5. PERFORMANCE STANDARDS.**
 - 5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR’s agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the City, or immediate family of an employee of the City.
 - 5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
 - 5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to City. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the City may require. The Contract

Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the City approves in conformity with this Agreement, and shall promptly submit such invoice to the City Administrative Services Director for payment. The City Administrative Services Director shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. TERMINATION.

7.01. During the term of this Agreement, either party may terminate the Agreement for any reason by giving written notice of termination to the other party at least fourteen (14) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The City may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If City terminates this Agreement for good cause, except for services performed in accordance with this Agreement, the City may be relieved of the payment of any consideration to CONTRACTOR, and the City may proceed with the work in any manner which City deems proper. The cost to the City shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION.

8.01. Except for claims, liabilities or losses arising from professional services, CONTRACTOR shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the City. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

8.02. As regarding claims, liabilities or losses arising from professional services, CONTRACTOR shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from and against any and all claims, liabilities, and losses to the extent such are caused by the negligent acts, errors or omissions of CONTRACTOR in performance of this Agreement.

9. INSURANCE.

9.01. Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

✓ Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

✓ Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

✓ Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services.

✓ Exemption/Modification (Justification attached; subject to approval).

9.02. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the City and issued and executed by an insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the City of Pacific Grove, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the City and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the City, CONTRACTOR shall file certificates of insurance with the City's contract administrator and City's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by City, annual certificates to City's Contract Administrator and City's Contracts/Purchasing Division. If the certificate is not received by the expiration date, City shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such

insurance is a default of this Agreement which entitles City, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

10.01. Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the City or prepared in connection with the performance of this Agreement, unless City specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to City any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02. City Records. When this Agreement expires or terminates, CONTRACTOR shall return to City any City records which CONTRACTOR used or received from City to perform services under this Agreement.

10.03. Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and City rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04. Access to and Audit of Records. The City shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the City or as part of any audit of the City, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05. Royalties and Inventions. City shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of City.

11. NON-DISCRIMINATION. During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT. If this Agreement has been or will be funded with monies received by the City pursuant to a contract with the state or federal government in which the City is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of

this Agreement, as though fully set forth herein. Upon request, City will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. INDEPENDENT CONTRACTOR. In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the City. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold City harmless from any and all liability which City may incur because of CONTRACTOR's failure to pay such taxes.

City agrees not to solicit for employment the employees of CONTRACTOR who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of one year after termination of this Agreement, except with the written permission of CONTRACTOR. Nothing in this paragraph shall preclude the City from publishing or otherwise distributing applications and information about job openings where such publication or distribution is directed to the general public.

14. NOTICES. Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the City's and CONTRACTOR'S contract administrators at the addresses listed below:

FOR CITY:	FOR CONTRACTOR:
<p style="text-align: center;">Thomas Frutchey City Manager</p> <hr/> <p style="text-align: center;">Name and Title</p>	<p style="text-align: center;">Michael J. Groves, AICP President/Principal Planner</p> <hr/> <p style="text-align: center;">Name and Title</p>
<p style="text-align: center;">City Manager's Office 300 Forest Avenue Pacific Grove, CA 93950</p> <hr/> <p style="text-align: center;">Address</p>	<p style="text-align: center;">EMC Planning Group, Inc. 301 Lighthouse Avenue, Suite C Monterey, CA 93940</p> <hr/> <p style="text-align: center;">Address</p>
<p style="text-align: center;">831-648-3106</p> <hr/> <p style="text-align: center;">Phone</p>	<p style="text-align: center;">831-649-1799</p> <hr/> <p style="text-align: center;">Phone</p>

15. MISCELLANEOUS PROVISIONS.

15.01. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

15.02. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the City and the CONTRACTOR.

15.03. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the City and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

15.05. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute. Contractor and the CITY hereby agree to make good faith efforts to resolve disputes as quickly as possible. In the event any dispute arising from or related to this Agreement results in litigation or arbitration, the prevailing party shall be entitled to recover all reasonable costs incurred, including court costs, attorney fees, expenses for expert witnesses (whether or not called to testify), expenses for accountants or appraisers (whether or not called to testify), and other related expenses. Recovery of these expenses shall be as additional costs awarded to the prevailing party, and shall not require initiation of a separate legal proceeding.

15.06. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the City. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the City. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.07. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the City and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

15.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12. Non-exclusive Agreement. This Agreement is non-exclusive and both City and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

15.13. Construction of Agreement. The City and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15. Authority. Any individual executing this Agreement on behalf of the City or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16. Integration. This Agreement, including the exhibits and any documents incorporated by reference, represent the entire Agreement between the City and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral,

between the City and the CONTRACTOR as of the effective date of this Agreement, which is the date that the City signs the Agreement.

15.17. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

15.18. Severability. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of this Agreement for any cause. If a part of this Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

15.19. Ownership of Documents. Documents, data, records, or other materials created by CONTRACTOR in the performance of services are considered “works for hire” and, as such, shall become the property of the City. CONTRACTOR shall not be held liable for any re-use or modification of the City-owned materials for purposes outside this Agreement.

CITY OF PACIFIC GROVE

CONTRACTOR

By: Tom Frutchey
Tom Frutchey, City Manager

Date: 7-25-14

By: [Signature]

Date: 07/25/14

Approved as to Form:
By: [Signature]

David Laredo, City Attorney

Date: 7/15/2014

EMC Planning Group, Inc.
Contractor's Business Name*

By: [Signature]
(Signature of President)*

Michael J. Groves, AICP, President
Name and Title

Date: 7/21/14

By: Teri Wissler Adam
(Signature of Secretary)*

Teri Wissler Adam, Secretary
Name and Title

Date: 7/21/14

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

EXHIBIT A

SCOPE OF SERVICES/PAYMENT PROVISIONS

The Scope of Work for the Project includes:

Task 1. Coastal Commission Engagement. Early and regular interaction with the Commission is critical to project success. The consultant will participate in an initial meeting with its regional Commission contact (Mike Watson) to discuss the CZLUP update and the drafting of the IP. Initial meeting topics will include the scope and direction of the LCP update, boundary confirmation, primary coastal resources, specific planning issues and Pacific Grove priorities, document format, and other issues that are important at the early stages of the project. The City and consultant intend to obtain Commission staff's early review and acceptance on the scope and to have a thorough understanding of Commission goals to ensure that the preliminary LCP document, as reviewed and forwarded to the Coastal Commission by the City Council, will not require extensive revision and/or recirculation. This initial meeting should also review the prior CZLUP (1991) document and comments provided by the Commission on previous attempts to adopt and certify an IP. Pending Commission staff availability, the City would also like to have a status check-in every other month with the Commission to monitor progress and ensure project success.

Task 1 Deliverables: 1 kickoff meeting, 12 City staff check-ins with Commission staff

Task 2. Technical Research and Background Report. The technical research and background report will start with the existing Coastal Zone Land Use Plan and identify background information that needs updating, including natural hazards, environmentally sensitive habitats, archaeological resources, scenic resources, priority uses, water supply, circulation, and public shoreline access. The consultant team will use Part I of the Commission's Local Coastal Program (LCP) Update Guide (2013) to identify new background information topics. The City will also perform a policy audit to ensure consistency with planning documents adopted after the CZLUP, including local plans such as the City of Pacific Grove General Plan (1994), the Pacific Grove Coastal Parks Plan (1998), the City of Pacific Grove Historic Context Statement (2011) and regional plans such as the Monterey Bay Scenic Trail Master Plan (2007) and the Monterey County Bicycle and Pedestrian Master Plan (2010). As information is collected, it will be integrated into updated Coastal Zone maps using GIS.

Throughout this process, the consultant will also assess climate change vulnerability. A vulnerability assessment, following the California Adaptation Planning Guide's method (Cal EMA 2012), will be conducted as part of background conditions research. It will include a screening of exposures (anticipated climate change effects, such as sea level rise, coastal hazards, changes in temperature, increases in fire hazards, changes in precipitation, etc.) and sensitivities (structures, functions, and populations that could be affected such as shoreline protection infrastructure, existing shoreline, bluff-top development, critical habitat, monarch butterflies, low-income populations, government operations, etc.). The consultant will

identify impacts and generate a list of key vulnerabilities that focus on Commission priorities such as coastal access, tourist-serving amenities, shoreline erosion, and biological communities. For sea level rise, the consultant will use the Commission's draft Sea-Level Rise Policy Guidance (California Coastal Commission 2013) to identify sea-level exposure and potential impacts. In particular, the consultant will use Appendix B of the report to develop projections of potential hazard conditions. To ensure a streamlined and cost effective approach, the consultant will use Appendix B's basic recommendations and will look to publically available data and existing resources to complete the analysis.

Task 2 Deliverables: Background Report; Climate Change Vulnerability Assessment

Task 3. Focused Coastal Zone Land Use Plan Update. The City will use background information collected in Task 2 (Technical Research and Background), outreach information gathered through Task 6 (Community Engagement), Part I of the Local Coastal Program Update Guide (California Coastal Commission 2013), and Step 4, Section IV of the Commission's draft Sea-Level Rise Policy Guidance to prepare a focused Coastal Zone Land Use Plan update. The City will summarize the update of existing environmental conditions, land use and development activity, housing, parking, coastal access opportunities, and potential redevelopment or development opportunity sites. The City will also review and incorporate any active development proposals and evaluate their current status and relevancy to the LUP update. In addition to updating the body of the existing CZLUP, the City will update the CZLUP's appendices as needed for LCP internal consistency.

The LUP update document will reflect contemporary City land use goals, and maintaining and enhancing coastal access, bicycle access, alternative modes of transportation, storm water system evaluation, responding to climate change and sea level rise, and providing adequate levels of public services. The City will incorporate current planning practices and standards, particularly for potential development in the Asilomar Dunes area. As part of this update, the consultant will critically review and update existing LCP policies based on previous Commission staff comments. The City's goal is to incorporate best practice policy language acceptable to the Commission that will allow the City to move forward with the IP. This may include very specific policy language as applied to certain parcels or subareas.

Task 3 Deliverables: Draft Coastal Zone Land Use Plan; Final Coastal Zone Land Use Plan; Coastal Commission LCP Application Package

Task 4. LCP Implementation Plan. The City's Local Coastal Program Implementation Plan (IP) will serve as a Coastal Zoning Ordinance, providing specific development regulations (and exemptions) for certain coastal zone activities such as new or infill development, shoreline restoration, and storm water management projects. The City will use the recently reorganized sections of the Zoning Code as a formatting guide to ensure consistency, readability, and streamlined permit review procedures. The City will also use work completed in previous IP efforts as a first step in identifying implementation language for the existing CZLUP. Updates to the CZLUP and considerations identified in the background research will be incorporated into the IP using Commission guidance, best practices, and community input. The IP will include clear and consistent regulations that will help carry the LCP through the

certification process. In addition to implementing the updated CZLUP, the IP will focus on the following:

- A Coastal Development Permit Ordinance that would identify the procedures for processing City coastal development permits at the local level following LCP certification.
- A Storm Water Ordinance that would identify priority coastal zone infrastructure to support storm water system updates, development standards, construction standards, and post-construction requirements which would protect coastal access and beach quality, reduce erosion, and prevent degradation of adjacent protected marine areas. The ordinance would also provide implementation mechanisms for local storm water quality regulations that the City is currently drafting to ensure consistency with state regulations.

To ensure readability, the City will clearly identify the Coastal Zone standards within the City's Municipal Code.

Task 4 Deliverables: Draft Coastal Zone Implementation Plan; Final Coastal Zone Implementation Plan; Coastal Commission LCP Application Package

Task 5. Community Engagement. Outreach will proceed concurrently with and in support of Tasks 1 through 4. The project will utilize three primary outreach strategies. First, the consultant will conduct a series of one-on-one stakeholder interviews to gather information early in the process. Stakeholder interviews will be conducted in person or via telephone, depending on the stakeholder's preference and availability. Stakeholder interviews will be summarized and aggregated anonymously. In addition to local stakeholders, representatives from adjacent jurisdictions will also be invited to participate. Second, the consultant will provide up to three workshops at key points in the planning process. The workshops will be open house workshops and will educate the public about the Coastal Act, Commission requirements and priorities, background conditions, and climate change, as well as gather feedback about important land use and IP strategies and decisions. Third, the consultant will conduct up to two study sessions each with the Planning Commission and City Council (total of up to four sessions). The consultant will provide a summary of the results of each session to the public via the Internet, using the City's website. Appropriate responses to comments will be incorporated into the draft CZLUP and IP to ensure adoption of draft documents without major revision.

Task 5 Deliverables: Stakeholder interviews and interview summary; up to three community workshops with workshops summary; up to four Planning Commission and City Council study sessions (two each).

Task 6. Adoption and Certification Hearings. The consultant will conduct a total of four public hearings before the Planning Commission and City Council during the local LCP update approval process. The consultant will also attend two hearings before the Coastal Commission in support of the CZLUP update and the IP. The City understands that the Commission prefers to certify the CZLUP update prior to the IP. The schedule for this project

reflects this preference and the CZLUP and the IP will go through separate local adoption and Commission certification processes.

Task 6 Deliverables: Materials to support the City during the hearing processes; certified LCP

Pacific Grove LCP Certification Project Budget													
EMC Planning Group Inc.													
Task	Michael Senior Principal	Chris/Teri Senior Principal	Sally Principal Planner	Rhon Principal Planner	Richard Principal Planner	Piclans Senior Planner	Andrea Senior Biologist	Ashley Associate Planner	Candy Associate PR	Aaron Graphics/GIS	Vickie Production Admin	Total Hours	Total Cost
Staff Billing Rate (Per Hour)	\$205	\$205	\$185	\$185	\$185	\$185	\$150	\$150	\$125	\$125	\$95		
1. Coastal Commission Engagement													
1.1 Kickoff Meeting (1 meeting)	4											15	\$2,300
1.2 B-Monthly Meeting (12 callings)												80	\$8,820
2. Technical Research and Background Report (BR)													
2.1 Updates to the existing LUP												41	\$5,860
2.2 Prepare BR topics per LCP Update Guide												6	\$900
2.3 Conduct policy audit												35	\$5,100
2.4 Conduct CC/SLR vulnerability analysis												42	\$6,470
2.5 Prepare maps using GIS												29	\$3,800
2.6 Release draft background report												27	\$3,620
2.7 Release final background report												2	\$2,935
3. Focused Coastal Land Use Plan (LUP) Update													
3.1 Summarize opportunities and constraints	1											41	\$5,845
3.2 Review and update existing LUP policies	4											31	\$4,565
3.3 Review and update CZ land use map	6											11	\$1,425
3.4 Draft LUP update	4											6	\$7,950
3.5 Final LUP update	2											2	\$4,030
4. Coastal Implementation Plan (IP)													
4.1 Review draft IP for update opportunities												45	\$6,475
4.2 Develop CDP Ordinance												31	\$5,265
4.3 Develop Storm Water Ordinance												14	\$2,050
4.4 Draft Implementation Plan												103	\$16,460
4.5 Final Implementation Plan												2	\$4,355
5. Community Engagement													
5.1 Stakeholder interviews	17											76	\$11,876
5.2-5.4 Community Meetings (3)	6											73	\$10,740
5.5-5.6 Joint CDP/SP Study Sessions (2)	4											30	\$7,775
6. Adoption and Certification Hearings													
6.1 LUP PC hearing	2											19	\$2,770
6.2 LUP CC hearing	2											15	\$2,270
6.3 LUP GCG hearing	4											38	\$6,026
6.4 IP PC hearing	2											18	\$2,645
6.5 IP CC hearing	2											14	\$2,145
6.6 IP CCG hearing	4											39	\$5,565
7. Project Management and Administration													
7.1 Project File, Contract, and General Administration	2											47	\$7,855
7.2 Ongoing Consultation/Communications with Client	2											32	\$4,910
7.3 Document Editing	12											12	\$2,460
Subtotal (Hours)	69	91	130	29	78	219	324	324	70	49	28	32	\$165,090
Subtotal (Cost)	\$14,143	\$4,305	\$24,050	\$5,365	\$14,060	\$32,850	\$8,400	\$40,500	\$8,750	\$6,125	\$3,500	1103	\$182,691
Additional Costs													
Production Costs													\$500
Travel Costs													\$350
Postal/Deliverables													\$250
Miscellaneous													\$500
Administrative Overhead 10%													\$160
Total													\$1,760
Subconsultant Fees													
William Self Associates (applies to Task 2)													\$2,951
Hatch Mott MacDonald (applies to Task 2)													\$9,450
Whitson Engineers (applies to Task 2)													\$3,000
Subconsultant Overhead 10%													\$1,440
Total													\$15,841
Total Costs													\$198,531

Notes and Assumptions:

- Surveys conducted for the update of biological resources information in the background report would be limited to larger-scale regional surveys and windshield surveys as observable from public access point, and will not include site specific surveys.
- Aerial imagery will be utilized to identify any potential resources on portions of private properties that are not observable from public access points.
- A breakdown of costs for tasks 5 and 6, as requested by City staff, has been provided that would be necessary to provide a quality deliverable for each subtask, and to serve the best result for the overall project.
- The number of stakeholder interviews will not exceed 25, and stakeholder interviews would occur over two days. This cost includes the preparation of meeting summaries.
- Workshops are assumed to be one day each, and could occur on a weekend day.
- Assumes EMC Planning Group staff will make presentations at both sessions.
- Public hearing attendance by EMC Planning Group staff assumes that we will make presentations and participate in the hearing.
- Attendance at additional public hearings by EMC Planning Group staff would cost \$1,000.00 per meeting. This budget does not include travel costs/time needed to attend Coastal Commission meetings. A budget amendment would be required once the meeting locations and dates are known.
- Assumes local meetings of the Coastal Commission. Commission meeting locations that would require significant driving or flying would require additional budget and may require a contract amendment.
- EMC Planning Group assumes that City staff will provide hardcopy production on all deliverables, including document production, noticing production, etc. The amount specified under additional costs in this budget does not include these items.
- EMC Planning Group will set aside \$3,000 for consultation with Whitson Group on the updating of stormwater and water supply infrastructure information.

AMENDMENT NO. 1
TO THE CITY OF PACIFIC GROVE AGREEMENT FOR PROFESSIONAL SERVICES
WITH EMC PLANNING GROUP FOR PROVIDING A CERTIFIED LOCAL COASTAL
PROGRAM, INCLUDING AN UPDATED LAND USE PLAN (LUP) AND NEW
IMPLEMENTATION PLAN (IP) AND ASSOCIATED BACKGROUN DOCUMENTS
AND COMMUNITY AND COASTAL ENGAGEMENT

This Amendment No. 1 to the "Professional Services Agreement ("Agreement") dated July 25, 2014 and entered into by and between the City of Pacific Grove, a California Public Agency (CITY) and EMC Planning Group, (hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Amendment, the parties agree as follows:

1. Amended Exhibit A Scope of Services and Payment Provisions. See attached

All other terms and conditions in the Agreement shall remain.

IN WITNESS WHEREOF, City and CONTRACTOR have executed this Agreement as of the day and year written below.

CITY OF PACIFIC GROVE

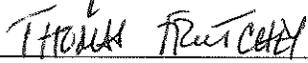
CONTRACTOR

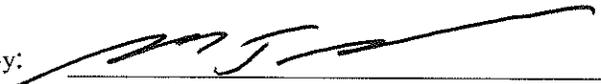
By: 
Mark Brodeur, Director Community
and Economic Development Dept

EMC Planning Group Inc.

Date: 2/19/15

Contractor's Business Name*

By: 
Tom Frutchey, City Manager

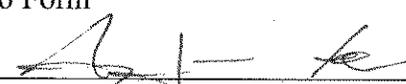
By: 
(Signature of Chair, President, or
Vice-President)*

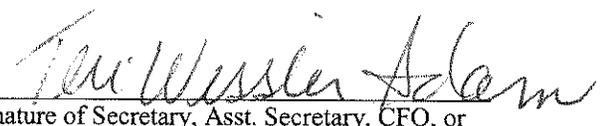
Date: 2-23-15

Michael Groves, AICP, President

Date: 2-12-15

Approved as to Form

By: 
City Attorney

By: 
(Signature of Secretary, Asst. Secretary, CFO, or
Asst. Treasurer)*

Date: 2/19/2015

Terri Wissler Adam, Secretary

Date: 2-12-15

EXHIBIT A AMENDED

SCOPE OF SERVICES/PAYMENT PROVISIONS

The Scope of Work for the Project includes:

Task 1. Coastal Commission Engagement. Early and regular interaction with the Commission is critical to project success. The consultant will participate in an initial meeting with its regional Commission contact (Mike Watson) to discuss the CZLUP update and the drafting of the IP. Initial meeting topics will include the scope and direction of the LCP update, boundary confirmation, primary coastal resources, specific planning issues and Pacific Grove priorities, document format, and other issues that are important at the early stages of the project. The City and consultant intend to obtain Commission staff's early review and acceptance on the scope and to have a thorough understanding of Commission goals to ensure that the preliminary LCP document, as reviewed and forwarded to the Coastal Commission by the City Council, will not require extensive revision and/or recirculation. This initial meeting should also review the prior CZLUP (1991) document and comments provided by the Commission on previous attempts to adopt and certify an IP. Pending Commission staff availability, the City would also like to have a status check-in every other month with the Commission to monitor progress and ensure project success.

Task 1 Deliverables: 1 kickoff meeting, 12 City staff check-ins with Commission staff

Task 2. Technical Research and Background Report. The technical research and background report will start with the existing Coastal Zone Land Use Plan and identify background information that needs updating, including natural hazards, environmentally sensitive habitats, archaeological resources, scenic resources, priority uses, water supply, circulation, and public shoreline access. The consultant team will use Part I of the Commission's Local Coastal Program (LCP) Update Guide (2013) to identify new background information topics. The City will also perform a policy audit to ensure consistency with planning documents adopted after the CZLUP, including local plans such as the City of Pacific Grove General Plan (1994), the Pacific Grove Coastal Parks Plan (1998), the City of Pacific Grove Historic Context Statement (2011) and regional plans such as the Monterey Bay Scenic Trail Master Plan (2007) and the Monterey County Bicycle and Pedestrian Master Plan (2010). As information is collected, it will be integrated into updated Coastal Zone maps using GIS.

Throughout this process, the consultant will also assess climate change vulnerability. A vulnerability assessment, following the California Adaptation Planning Guide's method (Cal EMA 2012), will be conducted as part of background conditions research. It will include a screening of exposures (anticipated climate change effects, such as sea level rise, coastal hazards, changes in temperature, increases in fire hazards, changes in precipitation, etc.) and sensitivities (structures, functions, and populations that could be affected such as shoreline protection infrastructure, existing shoreline, bluff-top development, critical habitat, monarch butterflies, low-income populations, government operations, etc.). The consultant will

certification process. In addition to implementing the updated CZLUP, the IP will focus on the following:

- A Coastal Development Permit Ordinance that would identify the procedures for processing City coastal development permits at the local level following LCP certification.
- A Storm Water Ordinance that would identify priority coastal zone infrastructure to support storm water system updates, development standards, construction standards, and post-construction requirements which would protect coastal access and beach quality, reduce erosion, and prevent degradation of adjacent protected marine areas. The ordinance would also provide implementation mechanisms for local storm water quality regulations that the City is currently drafting to ensure consistency with state regulations.

To ensure readability, the City will clearly identify the Coastal Zone standards within the City's Municipal Code.

Task 4 Deliverables: Draft Coastal Zone Implementation Plan; Final Coastal Zone Implementation Plan; Coastal Commission LCP Application Package

Task 5. Community Engagement. Outreach will proceed concurrently with and in support of Tasks 1 through 4 and 2. The project will utilize three primary outreach strategies. First, the consultant will conduct a series of one-on-one stakeholder interviews to gather information early in the process. Stakeholder interviews will be conducted in person or via telephone, depending on the stakeholder's preference and availability. Stakeholder interviews will be summarized and aggregated anonymously. In addition to local stakeholders, representatives from adjacent jurisdictions will also be invited to participate. Second, the consultant will provide up to ~~three~~ one workshops at a key points in the planning process. The workshops will be open house workshops and will educate the public about the Coastal Act, Commission requirements and priorities, background conditions, and climate change, as well as gather feedback about important land use and IP strategies and decisions. Third, the consultant will conduct up to ~~two~~ one study sessions each with the Planning Commission and City Council (~~total of up to four sessions~~). The consultant will provide a summary of the results of each session to the public via the Internet, using the City's website. Appropriate responses to comments will be incorporated into the draft CZLUP and IP to ensure adoption of draft documents without major revision.

Task 5 Deliverables: Stakeholder interviews and interview summary; up to ~~three~~ one community workshops with workshops summary; up to ~~four~~ one joint Planning Commission and City Council study sessions (~~two~~ each).

Task 6. Adoption and Certification Hearings. The consultant will conduct a total of four public hearings before the Planning Commission and City Council during the local LCP update approval process. The consultant will also attend two hearings before the Coastal Commission in support of the CZLUP update and the IP. The City understands that the Commission prefers to certify the CZLUP update prior to the IP. The schedule for this project

Pacific Grove LCP Certification Project Revised Budget (January 30, 2015)
EMC Planning Group Inc.

Staff	Michael	Chris/Jan	Salv	Ron	Richard	Polina	Andreas	Chia	Ashley	Andy	Aaron	James	EJ	Vickie	Total Hours	Total Cost
Billing Rate (Per Hour)	\$205	\$205	\$185	\$185	\$185	\$185	\$150	\$150	\$125	\$125	\$125	\$105	Production Admin	\$85		
1. Coastal Commission Engagement																
1.1 Kickoff Meeting (1 meeting)	4			2			4								6	\$2,900
1.2 Bi-monthly Meeting (12 calls/meetings)															60	\$12,300
2. Technical Research and Background Report (BR)															75	\$15,750
2.1 Updates to the existing LUP															41	\$8,400
2.2 Prepare BR topics per LUP Update Guide															9	\$1,815
2.3 Conduct policy work															35	\$7,175
2.4 Conduct CQSLR vulnerability analysis															114	\$23,274
2.5 Prepare maps using GIS*															125	\$25,625
2.6 Release draft background report															83	\$17,015
2.7 Release final background report															30	\$6,150
3. Focused Coastal Land Use Plan (LUP) Update															436	\$89,520
3.1 Summarize opportunities and constraints	1						6								41	\$8,400
3.2 Review and update existing LUP policies	4						16								31	\$6,365
3.3 Review and update CQSLR land use map	6						30								11	\$2,265
3.4 Draft LUP update	2						10								4	\$830
3.5 Final LUP update	2						10								2	\$415
4. Coastal Implementation Plan (IP)															221	\$45,210
4.1 Review draft IP for update opportunities															45	\$9,225
4.2 Develop CDP Ordinance															31	\$6,365
4.3 Develop Storm Water Ordinance															14	\$2,870
4.4 Draft Implementation Plan	8						40								103	\$21,165
4.5 Final Implementation Plan	1						5								2	\$415
5. Community Engagement															221	\$45,210
5.1 Stakeholder interviews	17						84								65	\$13,305
5.2-5.4 Community Meetings (1)	1						5								4	\$830
5.5-5.6 Joint CQSLR Study Sessions (1)	1						5								4	\$830
6. Adoption and Certification Hearings															40	\$8,300
6.1 LUP PC hearing															0	\$0
6.2 LUP CC hearing															0	\$0
6.3 LUP CCC hearing															0	\$0
6.4 IP PC hearing															0	\$0
6.5 IP CC hearing															0	\$0
6.6 IP CCC hearing															0	\$0
7. Project Management and Administration															75	\$15,375
7.1 Project File, Contract, and General Administration	6						30								39	\$7,965
7.2 Ongoing Consultation/Communications with Client	2						10								12	\$2,460
7.3 Document Editing	12						60								48	\$9,960
Subtotal (Hours)	49	21	95	29	101	228	56	26	31	36	87	20	0	0	416	\$85,365
Subtotal (Cost)	\$10,045	\$4,205	\$17,575	\$5,285	\$18,585	\$42,205	\$8,255	\$3,900	\$3,915	\$3,375	\$4,500	\$1,168	\$3,625	\$5,144	\$181	\$369,425
Additional Costs																
Production Costs																\$500
Travel Costs																\$350
Postal/Deliverables																\$250
Miscellaneous																\$500
Administrative Overhead 10%																\$1,600
Subtotal Additional Costs																\$17,600
Subcontractor Fees																
William Seel Associates (applies to Task 2)																\$7,951
Hatch Mott MacDonald (applies to Task 2)																\$8,419
Whitson Engineers (applies to Task 2)																\$0
Subcontractant Overhead 10%																\$1,137
Total																\$12,506

Notes and Assumptions:
 1. Surveys conducted for the update of biological resources information in the background report would be limited to larger-scale regional surveys and windshield surveys as observable from public access point, and will not include site specific surveys.
 2. Aerial imagery will be utilized to identify any potential resources on portions of private properties that are not observable from public access points.
 3. The number of stakeholder interviews will not exceed 25 and stakeholder interviews would occur over two days. This cost includes the preparation of meeting summaries.
 4. EMC Planning Group assumes that City staff will provide hardcopy production on all deliverables, including document production, noticing production, noticing production, noticing production, etc. The amount specified under additional costs in this budget does not include these items.

Total Costs
 \$181,931



Planning for Success.

February 12, 2015

City of Pacific Grove
Community & Economic Dev. Dept.
Attn: Anastazia Aziz, AICP, Senior Planner

Re: Amendment No. 1

Dear: Anastazia

On behalf of Polaris Kinison Brown please find enclosed a signed professional services agreement for your review and signatures.

Sincerely,

Susan Groves-Ameil
Office Assistant

EMC PLANNING GROUP INC.
A LAND USE PLANNING & DESIGN FIRM

301 Lighthouse Avenue Suite C Monterey California 93940 Tel 831-649-1799 Fax 831-649-8399
www.emcplanning.com

AMENDMENT NO. 2
TO THE CITY OF PACIFIC GROVE AGREEMENT FOR PROFESSIONAL SERVICES
WITH EMC PLANNING GROUP FOR PROVIDING A CERTIFIED LOCAL COASTAL
PROGRAM, INCLUDING AN UPDATED LAND USE PLAN (LUP) AND NEW
IMPLEMENTATION PLAN (IP) AND ASSOCIATED BACKGROUND DOCUMENTS
AND COMMUNITY AND COASTAL ENGAGEMENT

This Amendment No. 2 to the "Professional Services Agreement ("Agreement") dated July 25, 2014 and entered into by and between the City of Pacific Grove, a California Public Agency (CITY) and EMC Planning Group, (hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Amendment, the parties agree as follows:

1. **Amended Exhibit A Scope of Services and Payment Provisions dated September 9, 2015. See attached. All other terms and conditions in the Agreement shall remain.**

IN WITNESS WHEREOF, City and CONTRACTOR have executed this Agreement as of the day and year written below.

CITY OF PACIFIC GROVE

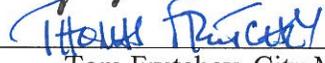
CONTRACTOR

By: 
Mark Brodeur, Director Community
and Economic Development Dept

EMC Planning Group Inc.

Date: 9/9/2015

Contractor's Business Name*

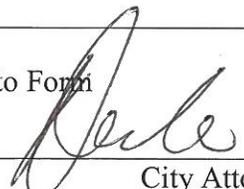
By: 
Tom Frutchey, City Manager

By: 
(Signature of Chair, President, or
Vice-President)*

Date: 9-15-15

Michael Groves, AICP, President

Date: 9-11-15

Approved as to Form
By: 
City Attorney

By: 
(Signature of Secretary, Asst. Secretary, CFO, or
Asst. Treasurer)*

Date: 9/9/2015

Terri Wissler Adam, Secretary

Date: 9-11-15



EXHIBIT A

Planning for Success.

September 9, 2015

Mark Brodeur, Director
Community and Economic Development Department
City of Pacific Grove
300 Forest Avenue
Pacific Grove CA 93950

Re: Pacific Grove LCP Contract Amendment Request #2

Dear Mark:

This letter responds to the City's request for a scope of work and cost estimate to conduct two public workshops as part of the ongoing Local Coastal Program (LCP) update process. The purpose of the workshops is to address issues raised during Planning Commission and Coastal Commission Staff review of the Draft LCP Land Use Plan (LUP).

Our understanding of the City's request is to provide an estimate for preparation, conducting and follow up for two public workshops; one to discuss updated Land Use Plan changes to V-C and RROW land use designations and related trail planning; and the second, to discuss Sea Level Rise and LUP Hazard policies.

The following tasks are proposed:

Task 1 Project Management and Administration

- 1.1 Contract and subconsultant management, project file administration
- 1.2 Internal communications, consultation and meetings

Task 2 Workshop 1: Land Use and Trail Planning

- 2.1 Coordination with City Staff. This task includes two meetings to identify issues to address, workshop format, review presentation materials, and confirm meeting/workshop roles and responsibilities
- 2.2 Development of workshop presentation, graphics, and/or other materials

EMC PLANNING GROUP INC.
A LAND USE PLANNING & DESIGN FIRM

*Mark, Brodeur, Director
Pacific Grove Community and Economic Development Department
September 9, 2015, Page 2*

EXHIBIT A

2.3 Conduct Workshop. This task consists of setup/breakdown and one 4-hour workshop

2.4 Prepare Written Summary of Results

Task 3 Workshop # 2 Sea Level Rise and Hazards

3.1 Coordination with City Staff. This task includes two meetings to identify issues to address, workshop format, review presentation materials, and confirm meeting/workshop roles and responsibilities

3.2 Development of workshop presentation, graphics, and/or other materials

3.3 Conduct Workshop. This task consists of setup/breakdown and one 4-hour workshop

3.4 Prepare Written Summary of Results

A resume for Coastal Revell, the coastal management firm that will assist with this workshop is attached.

Assumptions

1. One review round of workshop/presentation materials
2. City staff is responsible for providing the following items:
 - a. Summary of issues to be addressed for each workshop
 - b. Preparation/distribution/publication of all public notices
 - c. Identifying and securing the workshop locations
3. Changes to the scope of services requested may require a contract amendment
4. Excessive delays not under the control of EMC Planning Group may require a contract amendment
5. Significant environmental issues or public controversy that EMC Planning Group is not aware of at the time of preparation of this proposal

Additional Item

1. Contingency Budget (Upon Approval). A 15 percent contingency line item is included in the attached budget spreadsheet, which could be utilized for additional project work, such as an increased level of coordination with the City, unexpected additional meetings,

EXHIBIT A

*Mark, Brodeur, Director
Pacific Grove Community and Economic Development Department
September 9, 2015, Page 3*

and/or review of additional applicable information and comment or other unexpected issues. This contingency budget would only be used upon prior authorization by the client.

A budget spreadsheet is attached for your use. The amended budget is summarized in the following table:

Original Budget	\$182,691.00
Contract Amendment #1	\$0.00
Contract Amendment #2	\$22,881.75
Total New Agreement Budget	\$205,572.75

If you have any questions regarding this request, please call me at 831.649.1799 ext. 201.

Sincerely,



Michael Groves AICP, President

cc: Anastazia Aziz, Tom Frutchey

EXHIBIT A

PG LCP Workshops (Contract Amendment #2)									
EMC Planning Group Inc.									
Task	Sr. Principal	Principal Planner	Senior Planner	Graphics/GI	Production	Admin	Total Hours	Total Cost	
	Michael Groves	Richard James	Polaris Kinison Brown	S Janine Bird	E.J. Kim	Vickie Bermea			
Billing Rate (Per Hour)	\$205.00	\$185.00	\$150.00	\$125.00	\$125.00	\$95.00			
1. Project Management and Administration									
1.1 Project File, Contract, General Administration	1.0	0.0	4.0	0.0	0.0	2.0	7.0	\$995.00	
1.2 Consultation/Communications/Internal Meetings	4.0	2.0	4.0	0.0	0.0	0.0	10.0	\$1,790.00	
2. Workshop #1 (Land Use)									
2.1 Pre-Meetings with City Staff (2)	4.0	0.0	4.0	0.0	0.0	0.0	8.0	\$1,420.00	
2.2 Preparation and Materials	3.0	1.0	3.0	3.0	4.0	1.0	15.0	\$2,220.00	
2.3 Workshop 1	5.0	0.0	5.0	0.0	0.0	1.0	11.0	\$1,870.00	
2.4 Wrap Up - Summary	1.0	0.0	3.0	0.0	0.0	1.0	5.0	\$750.00	
3. Workshop #2 (Sea Level Rise)									
3.1 Pre-meetings with City Staff (2)	4.0	0.0	4.0	0.0	0.0	1.0	9.0	\$1,515.00	
3.2 Preparation and materials	1.0	0.0	4.0	2.0	3.0	0.0	10.0	\$1,430.00	
3.3 Workshop 2	5.0	0.0	5.0	0.0	0.0	0.0	10.0	\$1,775.00	
3.4 Wrap Up - Summary	1.0	0.0	3.0	0.0	0.0	0.0	4.0	\$655.00	
Subtotal (Hours)	29.0	3.0	39.0	5.0	7.0	6.0	89.0	Total Cost	\$14,420.00
Subtotal (Cost)	\$5,945.00	\$555.00	\$5,850.00	\$625.00	\$875.00	\$570.00	\$9.0	Total Cost	\$14,420.00
Additional Costs									
Production Costs								\$100.00	
Travel Costs								\$25.00	
Postal/Deliverables								\$0.00	
Miscellaneous								\$50.00	
Administrative Overhead 10%								\$17.50	
Total								\$192.50	
Subconsultant Fees									
Ingram Group								\$1,250.00	
Revel Coastal								\$3,575.00	
Subconsultant Overhead 10%								\$482.50	
Total								\$5,307.50	
Contingency Fee									
Contingency Fee 15%								\$2,961.75	
Total								\$2,961.75	
Total Costs									\$22,881.75



MISSION STATEMENT

Our mission is to create and inspire sustainable communities by sharing our passions for the coast and ocean environments with others.

FIRM PROFILE

Revell Coastal, LLC is a coastal management firm that specializes in coastal geomorphology, coastal lagoon dynamics, beach and dune sediment management, climate change vulnerability and adaptation planning, and regulatory policy advisement with expertise along the entire U.S. West Coast. Revell Coastal is a California Corporation (S-Corp, Federal Tax ID # 47-1389680). Revell Coastal achieves project success by applying the best available science on climate change to interpret the potential hazards and vulnerabilities in combination with recommendations on adaptation strategies tailored to address local jurisdictions' needs and political realities across multiple planning horizons. The firm focuses on improving the use of science in coastal management decisions through scientific facilitation, expert witness, technical analysis, field surveying and planning services. Revell Coastal, LLC was founded in 2014, by Dr. David Revell, Ph.D. in Santa Cruz, California. We support our clients through informed decision-making about coastal resource management in an ever-changing environment.

Dr. Revell has been involved in coastal management and coastal process assessments for over 20 years. He has been pioneering climate related work beginning in 2008 with the initial technical hazard analysis and vulnerability assessment for the Pacific Institute study "*The Impacts of Sea Level Rise to the Coast of California.*" Most recently, Dr. Revell has completed hazard modeling for the *Coastal Resilience Ventura* project for the Nature Conservancy (2013), and the *Monterey Bay Sea Level Rise Vulnerability Assessment (2014)* for the California Coastal Conservancy. Dr. Revell has led an interdisciplinary team of economists, legal scholars, and engineers to evaluate potential erosion mitigation (adaptation) strategies in Southern Monterey Bay (2012). Dr. Revell has a reputation for pioneering new approaches with collaborative teams to meet the unique demands of every project and to communicate results in an understandable manner.

AMENDMENT NO. 3
TO THE CITY OF PACIFIC GROVE AGREEMENT FOR PROFESSIONAL SERVICES
WITH EMC PLANNING GROUP FOR PROVIDING A CERTIFIED LOCAL COASTAL
PROGRAM, INCLUDING AN UPDATED LAND USE PLAN (LUP) AND NEW
IMPLEMENTATION PLAN (IP) AND ASSOCIATED BACKGROUND DOCUMENTS
AND COMMUNITY AND COASTAL ENGAGEMENT

This Amendment No. 3 to the "Professional Services Agreement ("Agreement") dated July 25, 2014 and entered into by and between the City of Pacific Grove, a California Public Agency (CITY) and EMC Planning Group, (hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Amendment, the parties agree as follows:

1. **Amended Exhibit A Scope of Services and Payment Provisions dated September 16, 2015 and approved by City Council on October 7, 2015. See attached. All other terms and conditions in the Agreement shall remain.**

IN WITNESS WHEREOF, City and CONTRACTOR have executed this Agreement as of the day and year written below.

CITY OF PACIFIC GROVE

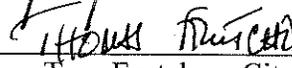
CONTRACTOR

By: 
Mark Brodeur, Director Community
and Economic Development Dept

EMC Planning Group Inc.

Date: 10/25/15

Contractor's Business Name*

By: 
Tom Frutchey, City Manager

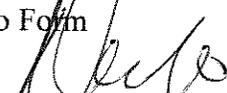
By: 
(Signature of Chair, President, or
Vice-President)*

Date: 10-27-15

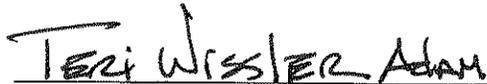

Michael Groves, AICP, President

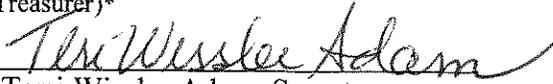
Date: 10-12-15

Approved as to Form

By: 
City Attorney

Date: 10/23/2015

By: 
(Signature of Secretary, Asst. Secretary, CFO, or
Asst. Treasurer)*


Terri Wissler Adam, Secretary

Date: 10-12-15



Planning for Success.

September 16, 2015

Mark Brodeur, Director
Community and Economic Development Department
City of Pacific Grove
300 Forest Avenue
Pacific Grove, CA 93950

Re: Pacific Grove Local Coastal Program Contract Amendment Request #3

Dear Mark:

This letter responds to the City's request for a scope of work and cost estimate to review and organize comments on the draft Land Use Plan (LUP), respond to those comments, and, in consultation with City staff, incorporate comments/responses into the final LUP, as appropriate. In addition, the City has requested a scope and cost estimate for an additional public workshop focused on the Implementation Plan (IP).

The City released the draft LUP to the public in May of this year and is accepting comments on the LUP through Monday, September 21, 2015. To date, numerous comments have been received from Coastal Commission staff, City staff, the City Architectural Review Board, the City Planning Commission, the City Beautification and Natural Resources Committee, the City Historic Resources Committee, and various agencies. In addition, twenty-eight (28) comment letters have been received from the public so far.

Our understanding of the City's request is to provide an estimate for reviewing and organizing comments received, responding to comments received by the City through September 21, 2015, and incorporating pertinent responses into the LUP.

The following tasks are proposed:

Task 1 Project Management and Administration

- 1.1 Manage contract and administration of project files.
- 1.2 Provide internal communications and consultation.

EMC PLANNING GROUP INC.
A LAND USE PLANNING & DESIGN FIRM

301 Lighthouse Avenue Suite C Monterey California 93940 Tel 831-649-1799 Fax 831-649-8399
www.emcplanning.com

- 1.3 Obtain copies of all comments received on the draft LUP (May through September 21, 2015), including any meeting minutes where City staff has identified significant comment on the LUP that should be included in the response to comments.

Task 2 Response to Comments

- 2.1 Organize all comments received on the draft LUP, including from City staff, Planning Commission, Boards, Committees and public comments. The comments will be evaluated and up to seven (7) major issue areas will be identified for all comments. Requests for text changes will be summarized. A table will be created that identifies the name, date, comment (LUP comment or document comment), and action taken (response and/or text change).
- 2.2 Attend a meeting with City staff to review the major issue area topics identified, document-specific comments, and table layout. This task includes one (1) meeting to discuss major issues identified in the comments, text changes, the comment table format, and to confirm issues to be addressed and format to be used in the response to comments document.
- 2.3 Prepare master responses to the major issues identified in the comments. EMC Planning Group will populate the comment table with all comments received and prepare the administrative draft response to comments.
- 2.4 Meet with City staff to review staff's comments on the administrative draft response to comments. This task includes one (1) meeting to review staff comments.
- 2.5 Prepare the final response to comments based upon City staff comments.

Deliverables

- Two (2) bound and one (1) digital (PDF and/or Word version) copies of the administrative draft response to comments.
- Two (2) bound and one (1) digital (PDF and/or Word version) copies of the final response to comments.

Task 3 Incorporate Comments into the Draft LUP

- 3.1 EMC Planning Group will incorporate the applicable issue responses and document specific changes (based on the final response to comment prepared in Task 2 above) into a revised draft Land Use Plan.
- 3.2 EMC Planning Group will review the entire LUP document to ensure internal consistency and to ensure that all applicable comments received on the Land Use Plan are addressed in the Revised Draft Land Use Plan.

Task 4 Workshop – Implementation Plan

- 4.1 Coordinate with City staff. This task includes two (2) meetings to identify issues to address, determine workshop format, review presentation materials, and confirm meeting/workshop roles and responsibilities.
- 4.2 Develop workshop presentation, graphics, and/or other materials.
- 4.3 Conduct workshop. This task consists of setup/breakdown and a four-hour workshop.
- 4.4 Prepare written summary of results (memo format).

Assumptions

1. City staff is responsible for providing the following items:
 - a. All comments received during the comment period (May - September 21, 2015), comments received after September 21, 2015 are not budgeted herein;
 - b. Preparation/distribution/publication of the final response to comments (if the City desires);
 - c. Summary of issues to be addressed at the workshop;
 - d. Preparation/distribution/publication of all public notices for the workshop; and
 - e. Identifying and securing the workshop location.
2. This scope includes one review round of response to comments and workshop presentation materials.
3. Changes to the scope of services or request for additional analysis may require a contract amendment.
4. Excessive delays not under the control of EMC Planning Group may require a contract amendment.

5. Significant environmental issues, public controversy, or number/nature of comments that EMC Planning Group is not aware of at the time of preparation of this proposal may require a contract amendment.

Optional Item

1. Contingency Budget (Upon Approval). A 15 percent contingency line item is included in the attached budget spreadsheet, which could be utilized for additional project work, such as an increased level of coordination with the City, unexpected additional meetings, and/or review of additional applicable information/comments or other unexpected issues.

This contingency budget would only be used upon authorization by the City.

Budget

A budget spreadsheet is attached for your review. The amended budget is summarized in the following table:

Original Budget	\$182,691.00
Contract Amendment #1	\$0.00
Contract Amendment #2	\$22,881.75
Contract Amendment #3	\$31,794.00
Total New Amended Budget	\$237,366.75

If you have any questions regarding this request, please call me at 831.649.1799 ext. 201.

Sincerely,



Michael Groves AICP, President

cc: Anastazia Aziz, Tom Frutchey

EMC Planning Group Inc.										
Project Name										
Task	Sr. Principal Michael Groves	Principal Planner Richard James	Principal Planner Sally Rideout	Senior Planner Polaris Kinison Brown	Senior Biologist Andrea Edwards	Production E.J. Kim	Asst. Planner Rachel Hawkins	Admin Vickie Barnea	Total Hours	Total Cost
Staff Billing Rate (Per Hour)	\$205.00	\$185.00	\$185.00	\$150.00	\$150.00	\$125.00	\$105.00	\$95.00		
1. Project Management and Administration										
1.1 Contract and General Administration	1.0	0.0	0.0	8.0	0.0	0.0	0.0	2.0	11.0	\$1,585.00
1.2 Consultation/Communications	2.0	1.0	0.0	4.0	0.0	0.0	0.0	0.0	7.0	\$1,195.00
1.3 Obtain and Inventory Copies of Comments	0.0	0.0	0.0	1.0	0.0	0.0	0.0	3.0	4.0	\$435.00
2. Response to Comments										
2.1 Organize and Summarize Comments	2.0	0.0	4.0	4.0	0.0	0.0	4.0	2.0	16.0	\$2,360.00
2.2 Meeting with City Staff (1)	0.0	0.0	2.0	2.0	0.0	0.0	0.0	0.0	4.0	\$670.00
2.3 Prepare Administrative Draft Response to Comment	3.0	0.0	20.0	25.0	4.0	0.0	8.0	4.0	64.0	\$9,885.00
2.4 Meeting with City Staff (1)	0.0	0.0	2.0	2.0	0.0	0.0	0.0	0.0	4.0	\$670.00
2.5 Prepare Final Response to Comments	1.0	0.0	4.0	8.0	1.0	0.0	4.0	2.0	20.0	\$2,905.00
3. Incorporate Comments into LUP										
3.1 Incorporate comments into LUP	0.0	0.0	2.0	7.0	0.0	0.0	2.0	2.0	31.0	\$3,710.00
3.2 Review LUP for internal consistency	1.0	0.0	0.0	2.0	0.0	0.0	5.0	0.0	8.0	\$1,030.00
4. Workshop (Implementation Plan)										
4.1 Pre-meetings with City Staff (2)	4.0	4.0	0.0	2.0	0.0	0.0	0.0	0.0	10.0	\$1,860.00
4.2 Preparation and materials	1.0	4.0	0.0	1.0	0.0	3.0	0.0	1.0	10.0	\$1,565.00
4.3 Workshop	5.0	5.0	0.0	0.0	0.0	0.0	0.0	0.0	10.0	\$1,950.00
4.4 Wrap Up - Summary	1.0	2.0	0.0	1.0	0.0	0.0	0.0	1.0	5.0	\$820.00
Subtotal (Hours)	21.0	16.0	34.0	67.0	5.0	3.0	41.0	17.0	204.0	Total Cost
Subtotal (Cost)	\$4,305.00	\$2,960.00	\$6,290.00	\$10,050.00	\$750.00	\$375.00	\$4,305.00	\$1,615.00	\$30,650.00	\$30,650.00
Additional Costs										
Production Costs										\$250.00
Travel Costs										\$25.00
Postal/Deliverables										\$15.00
Miscellaneous										\$50.00
Administrative Overhead 10%										\$34.00
Total										\$374.00
Subconsultant Fees										
Ingram Group (Task #4)										\$700.00
Subconsultant Overhead 10%										\$70.00
Total										\$770.00
Total Costs										\$31,794.00
Contingency Fee (Optional)										
Contingency Fee 15%										\$4,769.10
Total Costs with Contingency										\$36,563.10

AMENDMENT NO. 4
TO THE CITY OF PACIFIC GROVE AGREEMENT FOR PROFESSIONAL SERVICES
WITH EMC PLANNING GROUP FOR PROVIDING A CERTIFIED LOCAL COASTAL
PROGRAM, INCLUDING AN UPDATED LAND USE PLAN (LUP) AND NEW
IMPLEMENTATION PLAN (IP) AND ASSOCIATED BACKGROUND DOCUMENTS
AND COMMUNITY AND COASTAL ENGAGEMENT

This Amendment No. 4 to the "Professional Services Agreement ("Agreement") dated February 12, 2016 and entered into by and between the City of Pacific Grove, a California Public Agency (CITY) and EMC Planning Group, (hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Amendment, the parties agree as follows:

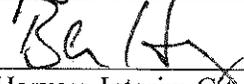
1. **Amended Exhibit A Pacific Grove Local Coastal Program Contract Amendment Request #4. See attached. All other terms and conditions in the Agreement shall remain.**

IN WITNESS WHEREOF, City and CONTRACTOR have executed this Agreement as of the day and year written below.

CITY OF PACIFIC GROVE

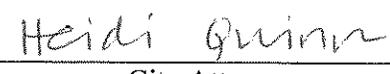
By: 
Mark Brodeur, Director Community
and Economic Development Dept

Date: 3/15/16

By: 
Ben Harvey, Interim City Manager

Date: 3/17/16

Approved as to Form

By: 
City Attorney

Date: 3/15/16

CONTRACTOR

EMC Planning Group Inc.

Contractor's Business Name*

By: 
(Signature of Chair, President, or
Vice-President)*

Date: 
Michael Groves, AICP, President
3-10-16

By: 
(Signature of Secretary, Asst. Secretary, CFO, or
Asst. Treasurer)*

Date: Teri Wissler Adam, Secretary
3-9-16



Planning for Success.

February 12, 2016

Anastazia Aziz, AICP, Senior Planner
Community and Economic Development Department
City of Pacific Grove
300 Forest Avenue
Pacific Grove, CA 93950

Re: Pacific Grove Local Coastal Program Contract Amendment Request #4

Dear Anastazia:

In July 2014, EMC Planning Group was retained to assist the City with its Local Coastal Program Update (LCP). The LCP update is funded by a California Coastal Commission grant and must be completed by April 31, 2016. Although the original schedule anticipated completion of the LCP by early April, the City decided to allow additional time for public outreach which added several months to the overall schedule. A part of the outreach effort, an intermediate document ("Revised Final Land Use Plan") was prepared incorporating comments from the public and the planning commission which utilized budget allocated for production of the Final Land Use Plan. The Final Land Use Plan will still need to be prepared as part of the LCP process.

This letter responds to the City's request for a scope of work and cost estimate for an expedited Local Coastal Program schedule to ensure the LCP is delivered to the Coastal Commission staff by the April 31, 2016 grant deadline date. Coastal Commission staff has indicated that meeting this deadline would also ensure that the LCP submission to Coastal Commission could be considered for adoption and certification at their local August 2016 meeting. Due to the nature and extent of comments received regarding hazards policies and implementation related to sea level rise, our scope also includes retention of Dr. David Revell to conduct hazard mapping refinements incorporating time horizons 2025 and 2050 (data that was not previously available).

The anticipated scope of work includes production of a Final Land Use Plan (LUP), additional team meetings, preparation of an internal Administrative Draft Implementation Plan (IP), additional consultation with Coastal Commission Staff, subconsultant

EMC PLANNING GROUP INC.
A LAND USE PLANNING & DESIGN FIRM

301 Lighthouse Avenue Suite C Monterey California 93940 Tel 831-649-1790 Fax 831-649-8399
www.emcplanning.com

*Anastazia Aziz, AICP, Senior Planner
Pacific Grove Community and Economic Development Department
February 12, 2016, Page 2*

coordination (Revell Coastal) for additional sea level rise hazard evaluation (see attached Revell Coastal scope of work), a joint City Council and Planning Commission workshop to review the LCP update process and IP (scheduled for February 24th), adoption and certification hearings, and project management and coordination to ensure the project is completed on time.

EMC Planning Group is providing an estimated budget for additional financial resources to complete the remaining LCP tasks necessary to meet the City's grant deadline and submit the LCP to the Coastal Commission for consideration at their August 2016 hearing. The estimated budget is just that, an estimate of financial compensation projected over the next several months of work effort to achieve a City Council approved LCP. This estimated budget may need to be supplemented as tasks within this work effort arise.

The anticipated tasks and associated budget are presented in the attached documentation. The following presents a summary of the LCP budget and amendments.

Original Budget	\$182,691.00
Contract Amendment #1	\$0.00
Contract Amendment #2	\$22,881.75
Contract Amendment #3	\$31,794.00
Contract Amendment #4	\$42,638.40
Total New Amended Budget	\$280,005.15

If you have any questions regarding this request, please call me at 831.649.1799 ext. 201.

Sincerely,



Michael Groves AICP, President

cc: Mark Brodeur, Director



125 Pearl Street
Santa Cruz, CA 95060
Phone: 503-577-4515
Email: revellcoastal@gmail.com
Website: www.revellcoastal.com

MEMORANDUM

Date: February 12, 2016

To: Anastasia Aziz, Polaris Kinison Brown

From: David Revell, PhD

Subject: Pacific Grove Sea Level Rise hazard refinement scope

Scope

Task 1. Revell Coastal will prepare two maps showing the results of the Pacific Institute Sea Level Rise modeling (PWA 2009) for the time horizons of 2025, 2050, and 2100 using the same Hazard scenario using the 1.4m (4.6feet) of sea level rise by 2100. One map will show the extents of coastal erosion for 2025, 2050, and 2100. The second map will show the extents of coastal erosion for 2025, 2050, and 2100.

Task 2. Revell Coastal will prepare a short presentation (no more than 10 minutes) on the hazard modeling of sea level rise and present it at the City Council workshop on 2/24/2016.

Fee Estimate –

Task 1 - \$1000

Task 2 - \$600 plus travel expense allocation of \$54 for mileage round trip to Santa Cruz

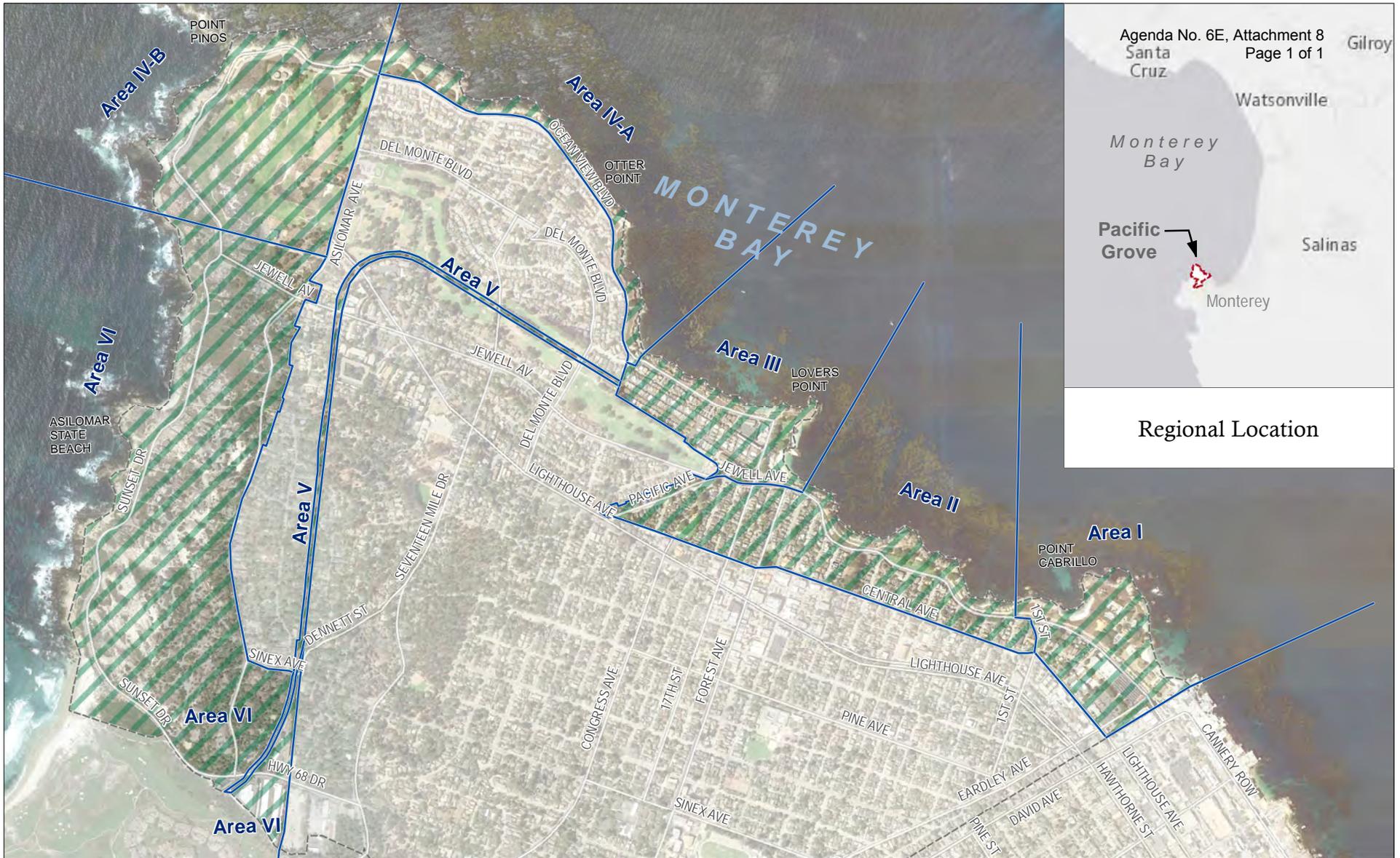
Total Fee of \$1654.00

Schedule

All work shall be completed by 2/24/2016 pending a notice to proceed on task 1 by 2/12/2016.

Contract Amendment #4 - Pacific Grove LCP Update									
EMC Planning Group Inc.									
Task	Sr. Principal Michael Groves	Principal Planner Richard James	Senior Planner Polatis Kintson Brown	Senior Biologist Andrea Edwards	Production E. J. Kim	Asst. Planner/GIS Rachel Hawkins Janine Bird	Administrativ e Assistant	Total Hours	Total Cost
Staff									
Billing Rate (Per Hour)	\$205.00	\$185.00	\$150.00	\$150.00	\$125.00	\$105.00	\$95.00		
1. Project Management and Administration									
1.1 Contract and General Administration	3.0	0.0	8.0	0.0	0.0	0.0	2.0	13.0	\$2,005.00
1.2 Consultation/Communications	2.0	1.0	12.0	0.0	0.0	0.0	0.0	15.0	\$2,395.00
1.3 Meetings (8)	16.0	16.0	18.0	0.0	0.0	0.0	3.0	53.0	\$9,225.00
2. Final Land Use Plan									
2.1 Organize and Summarize Comments	1.0	0.0	4.0	0.0	0.0	8.0	2.0	15.0	\$1,835.00
2.3 Prepare Internal Administrative Final LUP	2.0	3.0	30.0	2.0	2.0	7.0	4.0	50.0	\$7,130.00
2.5 Prepare Final LUP	2.0	2.0	10.0	1.0	4.0	2.0	2.0	23.0	\$3,330.00
3. Implementation Plan									
3.1 Prepare Internal Administrative Draft Revised IP	2.0	20.0	5.0	0.0	0.0	8.0	2.0	37.0	\$5,890.00
3.2 PC/CC IP Study Session	3.0	4.0	8.0	0.0	3.0	2.0	0.0	20.0	\$3,140.00
4. Adoption and Certification Hearings									
4.1 Planning Commission	3.0	3.0	3.0	0.0	0.0	0.0	0.0	9.0	\$1,620.00
4.2 City Council Hearing	2.0	2.0	2.0	0.0	0.0	0.0	0.0	6.0	\$1,080.00
4.3 Coastal Commission Hearing	3.0	3.0	3.0	0.0	0.0	0.0	0.0	9.0	\$1,620.00
4.4 Coastal Commission Certification /CC acceptance	2.0	2.0	2.0	0.0	0.0	0.0	1.0	7.0	\$1,175.00
Subtotal (Hours)	41.0	56.0	105.0	3.0	6.0	27.0	16.0	257.0	
Subtotal (Cost)	\$8,405.00	\$10,360.00	\$15,750.00	\$450.00	\$1,125.00	\$2,835.00	\$1,520.00	\$257.0	\$40,445.00
Additional Costs									
Production Costs									\$250.00
Travel Costs									\$25.00
Postal/Deliverables									\$15.00
Miscellaneous									\$50.00
Administrative Overhead 10%									\$34.00
Total									\$374.00
Subconsultant Fees									
Revell Coastal									\$1,654.00
Subconsultant Overhead 10%									\$165.40
Total									\$1,819.40
Total Costs									\$42,638.40

Regional Location



0 1800 feet

Legend

- Planning Area Boundaries
- - - City of Pacific Grove
- Major Roads
- ▨ Coastal Zone

Source: City of Pacific Grove, Google Earth 2013



Figure 1
Pacific Grove Coastal Zone
Pacific Grove Vulnerability Assessment