

**FIRST AMENDMENT TO AGREEMENT 39000-20-R077272B
BETWEEN THE COUNTY OF SAN MATEO,
THE CALIFORNIA STATE COASTAL CONSERVANCY AND
THE PENINSULA OPEN SPACE TRUST**

THIS AMENDMENT TO THE AGREEMENT, entered into this 31st day of March, 2024, by and between the COUNTY OF SAN MATEO, hereinafter called "County," the California State Coastal Conservancy, hereinafter called "Conservancy", and the Peninsula Open Space Trust, hereinafter called "POST" (collectively, County, POST, and Conservancy are referred to herein as the "Parties");

W I T N E S S E T H:

WHEREAS, as authorized by County Resolution #077272, on or about March 24, 2020, the Parties entered into Agreement No. 39000-20-R077272B, also known as the Cowell-Purisima Trail Agreement ("Trail Agreement"), as one of several transactions related to the County's acquisition of the Tunitas Creek Beach property for development as a County park; and

WHEREAS, through the Trail Agreement, the County agreed to operate and maintain the Cowell-Purisima Trail pursuant to the terms and conditions in the Trail Agreement, for an initial five (5) year term, with the County being obligated to expend a minimum of \$450,000 on its management obligations and responsibilities; and

WHEREAS, the Trail Agreement further provided that the County would operate and maintain the Cowell-Purisima Trail for a second five (5) year term immediately following the first term; and

WHEREAS, The Trail Agreement provides that during this second five (5) year term, the County may access \$1,000,000 (or \$200,000/year) in funds from certain grant monies totaling \$3.245M, which POST has secured and dedicated for use by County as related to the development of Tunitas Creek Beach property as a County park and for the County's Cowell-Purisima Trail management obligations and responsibilities; and

WHEREAS, due to unanticipated, higher costs required for the development of the Tunitas Creek Beach property as a County park, County desires to utilize all funds secured by POST and dedicated for use by County for such purpose, and thereby no funds will remain for County to access for its Cowell-Purisima Trail management obligations and responsibilities during the second 5-year term of the Trail Agreement; and

WHEREAS, to account for this change in available funding sources as related to the second 5-year term of the Trail Agreement, the Parties by this First Amendment to the Trail Agreement desire to amend the Trail Agreement accordingly.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Subsection (a) (“Duration of Agreement”) of Section 2 (“Term”) of the Trail Agreement is amended to read as follows:

The Parties agree that the duration of this Trail Agreement shall be a minimum of five (5) years, subject to the terms and conditions of this Trail Agreement (“First Term”). At the conclusion of the First Term, this Trail Agreement shall renew for a Second Term totaling five (5) additional years in accordance with Section 2(d) below.

2. Subsection (d) (“Second Term”) of Section 2 (“Term”) of the Trail Agreement is amended to read as follows:

The Second Term shall immediately follow the First Term and be for a five (5) year period. County shall perform its Management Responsibilities during the Second Term at its own expense, but if the COUNTY projects that its expenses will exceed \$200,000 per year, then the Parties will meet to discuss strategies for scaling the County’s Management Responsibilities and/or the number of hours per day or days per week the Trail is open.

3. **All other terms and conditions of the agreement dated March 24, 2020, between the County, the Conservancy, and POST shall remain in full force and effect.**

