

**STATE COASTAL CONSERVANCY  
TUNITAS CREEK BEACH PLANNING  
GRANT AGREEMENT #18-133**

Grantee's full, legal name: San Mateo County

Taxpayer ID Number 94-6000532

Address: 455 County Center, 4<sup>th</sup> Floor  
C/O: Parks Department  
Redwood City, CA 94063

Phone No.: (650) 599-1386

Name of Person Signing: Carole Groom

Title of Person Signing: President, San Mateo County Board of Supervisors

Contact Person, if different than Person Signing:

Name of Contact: Nicholas Calderon

Title of Contact: Assistant Parks Director, San Mateo County Parks  
Department

**SCOPE OF AGREEMENT**

Pursuant to Chapter 4.5 of Division 21 of the California Public Resources Code, the State Coastal Conservancy ("the Conservancy") hereby grants to San Mateo County ("the grantee") a sum not to exceed \$3,000,000 (three million dollars), subject to the terms and conditions of this agreement. The grantee shall use these funds for the Tunitas Creek Beach area of San Mateo County, as shown on Exhibit A, which is incorporated by reference and attached hereto (the "property") in a manner that is consistent with the project definition immediately below.

The project consists of preparing plans, designs, environmental documents, and permit applications for potential coastal public access improvements and natural resource protection at the property ("project").

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

**CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT OF FUNDS**

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

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

The parties acknowledge and agree that the grantee may solicit and retain additional contractors subsequent to the commencement of the project and initial disbursement of funds under this agreement. The Conservancy shall not be obligated to disburse funds for work completed by any additional contractor until: (1) the Conservancy has approved in writing the additional contractor the grantee intends to retain, and a revised work program for the project work to be performed by the additional contractor; and (2) grantee has provided written evidence to the Conservancy of any required insurance coverage by the additional contractor in compliance with the “INSURANCE” section below. Grantee shall comply with the process for retaining additional contractors in accordance with the “WORK PROGRAM” section below.

**ADDITIONAL GRANT CONDITIONS**

The grantee shall also meet the following conditions:

1. To the extent appropriate, the Conservancy’s ‘Standards and Recommendations for Accessway Location and Development’ (Exhibit B) and the requirements of all applicable federal and state laws governing barrier-free access for persons with disabilities shall be incorporated into the project.
2. Prior to the disbursement of any funds under this agreement, the grantee shall submit for the review and written approval of the Executive Officer evidence that:
  - (1) the San Mateo County Board of Supervisors has approved the acquisition of

the property; and (2) grantee has entered into a purchase and sale agreement with Peninsula Open Space Trust, the seller of the property.

3. Grantee shall provide to the Conservancy an executed written agreement between grantee and the Peninsula Open Space Trust regarding management and operational activities for the Cowell-Purisima Coastal Trail, which agreement will be entered into on or before the closing of the acquisition for the property, which shall be no later than October 31, 2019. The Conservancy shall not be obligated to disburse any additional funds under this agreement after October 31, 2019, unless and until this condition has been met to the reasonable satisfaction of the Executive Officer. However, the Executive Officer may, in his or her sole discretion, waive or extend the deadline to execute the Cowell-Purisima Coastal Trail management agreement, in which case disbursement of funds shall be made in accordance with an amendment executed by both parties.
4. Grantee acknowledges and agrees that any activities conducted under this project must comply with the California Environmental Quality Act (CEQA), and this agreement does not bind grantee or any other party to a definite course of action prior to complying with CEQA.

### **TERM OF AGREEMENT**

This agreement shall take effect when signed by both parties and received in the office of the Conservancy together with the resolution described in the “CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT” section of this agreement. An authorized representative of the grantee shall sign the first page of the originals of this agreement in ink.

This agreement shall run from its effective date through April 30, 2021 (“the termination date”) unless otherwise terminated or amended as provided for in this agreement. However, all work regarding the project as defined herein shall be completed by February 28, 2021, unless otherwise agreed to in writing by the Conservancy and grantee (“the completion date”). Grantee shall submit its final Request for Disbursement no later than March 31, 2021. The parties anticipate potentially extending the term of this agreement if funding extensions are approved, subject to the terms of this agreement.

### **AUTHORIZATION**

The signature of the Executive Officer of the Conservancy on this agreement certifies that at its March 14, 2019 meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit C. This agreement is executed under that authorization.

## Standard Provisions

### **WORK PROGRAM**

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

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

If all or any part of the project to be funded under this agreement will be performed by third parties ("contractors") under contract with the grantee, then the grantee shall, prior to initiating any contractor selection process, submit the solicitation package to the Executive Officer for review and written approval as to consistency with the purposes of this grant agreement. Upon approval of the solicitation package by the Executive Officer, the grantee shall proceed with the contractor selection process. As a project funder, Conservancy reserves the right to participate in all contractor review, interview, and selection processes in a manner that is consistent with grantee's standard contractor procurement process. Upon selection of a contractor, grantee shall submit to the Executive Officer for prior written approval, which such approval shall not be unreasonably withheld, the names of all contractors that the grantee intends to hire. The grantee shall then comply with the above paragraph regarding submission and approval of a work program prior to initiating work to be completed by that contractor.

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

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

### **COORDINATION AND MEETINGS**

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

## **WORK PRODUCTS AND ACKNOWLEDGMENT OF CONSERVANCY SUPPORT**

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

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

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

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

## **COSTS AND DISBURSEMENTS**

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

The withholding for this agreement is five percent. The Conservancy shall disburse funds for costs incurred to date, less five percent, upon (1) the grantee's satisfactory progress under the approved work program and (2) upon submission of a "Request for Disbursement" form, which shall be submitted no more frequently than monthly but no less frequently than quarterly. The Conservancy shall disburse the five percent withheld upon the grantee's satisfactory completion of the project and compliance with the "PROJECT COMPLETION" section, below, and upon the Conservancy's acceptance of the project.

The Conservancy will reimburse the grantee for expenses necessary to the project when documented by appropriate receipts. The Conservancy will reimburse travel and related expenses at actual costs not to exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations ("CCR"), except that

reimbursement may be in excess of these rates upon documentation that these rates are not reasonably available to the grantee. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented state employees as of the date the cost is incurred. The Conservancy will reimburse the grantee for other necessary expenses if those expenses are reasonable in nature and amount, taking into account the nature of the project, its location, and other relevant factors.

The grantee shall request disbursements by filing with the Conservancy a fully executed "Request for Disbursement" form (available from the Conservancy). The grantee shall include in the form its name and address, the number of this agreement, the date of the submission, the amount of the invoice, the period during which the work was actually done, and an itemized description, including time, materials, and expenses incurred, of all work done for which disbursement is requested. Hourly rates billed to the Conservancy and specified in the approved work program budget shall be equal to the actual compensation paid by grantee to employees, which may include employee benefits. The form shall also indicate cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the grant agreement.

An authorized representative of the grantee shall sign the form. Each form shall be accompanied by:

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

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

#### **EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS**

The total amount of this grant may not be increased except by written amendment to this agreement. The grantee shall expend funds consistent with the approved project

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

### **PROJECT COMPLETION**

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

1. The plan and any other work products specified in the work program for the project, each in a format or formats (for example, paper, digital, photographic) approved by the Executive Officer.
2. A fully executed final “Request for Disbursement.”

Within thirty days of the grantee’s submission of the above, the Conservancy shall determine whether the grantee has satisfactorily completed the project. If so, the Conservancy shall issue to the grantee a letter of acceptance of the project. The project shall be deemed complete as of the date of the letter.

### **EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM**

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

If the grantee is in default, the grantee shall be liable for immediate repayment to the Conservancy of all amounts disbursed by the Conservancy under this agreement.

“Default” shall mean failure to complete the project as required, or failure to fulfill any obligation of this agreement prior to the termination date. The Conservancy may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed. This paragraph shall not be deemed to limit any other remedies the Conservancy may have for breach of this agreement.

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

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

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

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

### **UNCONTROLLABLE FORCE**

As used in this agreement, the term “Uncontrollable Force” shall mean any cause beyond the reasonable control of the grantee, and which the grantee could not reasonably have been expected to avoid using reasonable best efforts. Uncontrollable Force may include, to the extent consistent with the foregoing, landslide, flood, drought, earthquake, storm, tornado, fire, tsunami, explosion, lightning, epidemic, public emergency, war, riot, civil disobedience, labor strike, labor dispute, labor or materials shortage, recession, sabotage, restraint by court order, restraint by public authority, or accident.

If grantee cannot perform its obligations under this agreement as a result of an Uncontrollable Force, grantee shall give prompt written notice to the Conservancy of its inability to perform its obligations by reason of an Uncontrollable Force, and shall use reasonable best efforts to remove such inability under this agreement. If the grantee cannot remove its inability to perform its obligations under this agreement by reason of an Uncontrollable Force, grantee may terminate this agreement pursuant to the “EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM” section above;



provided, that grantee shall not be deemed to be in default of this agreement, and the Conservancy shall not demand repayment for work partially completed.

Grantee shall not, however, be relieved of its obligations under this agreement, and the Conservancy shall not be obligated to waive repayment, if such failure to perform its obligations is due to causes arising out of grantee's own negligence, or due to removable or remediable causes which it fails to take reasonable best efforts to remove or remedy within a reasonable time. Nothing contained herein shall be construed to require grantee to settle any strike or labor dispute in which it may be involved.

### **INDEMNIFICATION AND HOLD HARMLESS**

The grantee shall be responsible for, indemnify and hold harmless the Conservancy, its officers, agents and employees from any and all liabilities, claims, demands, damages, or costs, including without limitation litigation costs and attorneys' fees, resulting from or arising out of the willful or negligent acts or omissions of the grantee, its officers, agents, contractors, subcontractors and employees, or in any way connected with or incident to this agreement, except for the active negligence of the Conservancy, its officers, agents or employees. The duty of the grantee to indemnify and hold harmless includes the duty to defend as provided in Civil Code Section 2778. This agreement supersedes any right the grantee may have as a public entity to indemnity and contribution as provided in Gov. Code Sections 895 et seq.

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

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

### **INSURANCE**

Throughout the term of this agreement, the grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the grantee or its agents, representatives, employees, volunteers, or contractors associated with the project undertaken pursuant to this agreement.

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

arrangement, or any combination of these, if consistent with the coverage required by this section.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
  - a. Insurance Services Office (“ISO”) Commercial General Liability coverage, occurrence basis (Form CG 00 01) or comparable.
  - b. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).
  - c. Workers’ Compensation insurance as required by the Labor Code of the State of California, and Employer’s Liability insurance.
  
2. Minimum Limits of Insurance. Grantee shall maintain coverage limits no less than:

a. General Liability: <i>(Including operations, products and completed operations, as applicable)</i>	\$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this agreement or the general aggregate limit shall be twice the required occurrence limit.
b. Automobile Liability:	\$1,000,000 per accident for bodily injury and property damage.
c. Worker’s Compensation	Work’s compensation as required by law and Employer’s Liability of no less than \$1,000,000 per accident for bodily injury or disease.
  
3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.
  
4. Required Provisions Concerning the Conservancy and the State of California.
  - a. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days’ prior written notice by first class mail has been given to the Conservancy; or in the event of cancellation of coverage due to nonpayment, after ten days prior written notice to the Conservancy. The grantee shall notify the Conservancy within two days of receipt of notice that any required insurance policy will lapse or be

- cancelled. At least ten days before an insurance policy held by the grantee lapses or is cancelled, the grantee shall provide the Conservancy with evidence of renewal or replacement of the policy.
- b. The grantee hereby grants to the State of California, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the grantee may acquire against the State of California, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the grantee has received a waiver of subrogation endorsement from the insurer.
  - c. The general liability and automobile liability policies are to contain, or to be endorsed to contain, the following provisions:
    - (i) The State of California, its officers, agents and employees are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the grantee; and with respect to liability arising out of work or operations, including completed operations, performed by or on behalf of the grantee including materials, parts or equipment furnished in connection with such work or operations.
    - (ii) For any claims related to this agreement, the grantee's insurance coverage shall be primary insurance with respect to the State of California, its officers, agents and employees, and not excess to any insurance or self-insurance of the State of California.
    - (iii) The limits of the additional insured coverage shall equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this agreement.
  - d. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
5. Acceptability of Insurers. Insurance shall be placed with insurers admitted or authorized to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Conservancy and approved in writing by the Executive Officer.
  6. Verification of Coverage. The grantee shall furnish the Conservancy with certificates and amendatory endorsements, or copies of the applicable policy language, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The Conservancy reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.

7. Contractors. The grantee shall include all contractors as insureds under its policies or shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, grantee shall also require each professional contractor to provide and maintain errors and omissions liability insurance appropriate to the contractor's profession and in a reasonable amount in light of the nature of the project with a minimum limit of liability of \$1,000,000.
8. Premiums and Assessments. The Conservancy is not responsible for premiums and assessments on any insurance policy.

### **AUDITS/ACCOUNTING/RECORDS**

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

Additionally, the Conservancy or its agents may review, obtain, and copy all records relating to performance of the agreement. The grantee shall provide the Conservancy or its agents with any relevant information requested and shall permit the Conservancy or its agents, upon advance written request, access to the grantee's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations. Such access shall be at an agreed upon date and time and permission shall not be unreasonably withheld.

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

If the grantee retains any contractors to accomplish any of the work of this agreement, the grantee shall first enter into an agreement with each contractor requiring the contractor to meet the terms of this section and to make the terms applicable to all subcontractors. The Conservancy may disallow all or part of the cost of any activity or action that it reasonably determines to be not in compliance with the requirements of this agreement.

## **COMPUTER SOFTWARE**

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

## **NONDISCRIMINATION**

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

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

## **PREVAILING WAGE**

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

This agreement is funded in whole or in part with funds from the “Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006” (“Proposition 84”). Section 75075 of the Public Resources Code imposes on a body awarding any contract for a public works project financed in any part with Proposition 84 funds responsibility for adoption and enforcement of a “labor compliance program” under Labor Code section 1771.5(b). Regulations implementing Section 1771.5(b) include Title 8, California Code of Regulations, Division 1, Chapter 8, Subchapter 4.

The grantee shall review applicable statutory provisions and the regulations adopted under the provisions and the information available on the Department of Industrial Relations website (<http://www.dir.ca.gov/Public-Works/PublicWorks.html>) to determine its responsibilities. The grantee may also review the Conservancy publication, *Information on Current Status of Prevailing Wage Laws for State Coastal Conservancy Grantees (May 2018)*, available from the Conservancy on request, for additional information; provided, that this publication is for grantee’s informational purposes only, and shall not be construed as legal advice to the grantee on whether the grantee’s project is subject to prevailing wage laws.

#### **DRUG-FREE WORKPLACE**

The grantee’s signature on this agreement constitutes the certification required by Government Code Section 8355, which requires that all state grantees provide a drug-free workplace by doing all of the following:

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

#### **INDEPENDENT CAPACITY**

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

### **ASSIGNMENT**

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

### **TIMELINESS**

Time is of the essence in this agreement.

### **EXECUTIVE OFFICER'S DESIGNEE**

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

### **AMENDMENT**

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

### **SURVIVAL**

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








Exhibit A: Project Location



Tunitas Creek Beach Project

-  Property Boundary
-  Streams
-  Protected Land

Date: 11/29/2018 AT  
Sources: ESRI, POST, Ifland, San Mateo County.





## **Standards and Recommendations For Accessway Location and Development**

These standards provide guidelines for the location, size and type of accessways along the California coast. San Francisco Bay accessway standards are available from the San Francisco Bay Conservation and Development Commission. The California Coastal Commission and Conservancy adopted these standards to ensure a consistent approach is used for access construction. Since sites and circumstances vary along the coast the application of these standards is flexible. These standards apply to all new and existing developments.

### **Standard No. 1**                      *Protect the Public and Coastal Resources*

Coastal access facilities should be located where they safely accommodate public use. Their distribution should prevent crowding, parking congestion, and misuse of coastal resources. To fulfill this goal, accessway design and location should: a) minimize alteration of natural landforms and be subordinate to the setting's character; b) prevent unwarranted hazards to the land and public safety; c) ensure the privacy of adjoining residences; and d) protect environmentally sensitive habitats and agricultural areas.

### **Standard No. 2**                      *Correct Hazards*

The management and construction of accessways should correct or at least not increase the potential of any hazard, such as fire or erosion. At times when there is an increased hazard, for example during pesticide application in agricultural areas, the accessway should be closed.

### **Standard No. 3**                      *Access Easements: Construction and Location*

Accessways built on easements, such as offers-to-dedicate, should be no wider than necessary. Width of accessways can vary from a minimum of 30 inches for a trail to 10 feet or wider for ramps or paved walkways, depending on topography and the existing development. Wheelchair access should be provided wherever possible.

### **Standard No. 4**                      *Privacy*

The design and location of accessways should consider the privacy of adjoining residences. Vertical accessways may be fenced or screened with landscaping on the property line and be closed at night, depending on the needs of the adjoining residences.

**Standard No. 5**                      *Environmentally Sensitive Areas*

Access projects to areas such as wetlands, tidepools, or riparian areas should be evaluated on a case-by-case basis to ensure that the projects: a) are consistent with the policies of Chapter Three of the Coastal Act; b) avoid adverse effects on the resource and, if possible, enhance the resource; c) are reviewed by the Department of Fish and Game and the California Coastal Commission.

**Standard No. 6**                      *Lateral Accessways: Construction and Location*

A lateral accessway is an area of land that provides the public with access and recreational use along the water's edge.

Lateral accessways should include a minimum of 25 feet of dry sand at all times of the year or the entire sandy area if the beach is less than 25 feet. They should not extend further inland than any shoreline protective structures; nor should they come closer than 10 feet to an existing single-family home. Specifications for construction will vary depending on the Local Coastal Program (LCP) requirements or Commission permit conditions.

Due to the proximity of the ocean and winter storm waves, construction of support facilities on lateral accessways should be kept to a minimum. Retractable ramps or boardwalks, however, not only enable the handicapped to reach the water, but they also can be removed as the seasons dictate.

**Standard No. 7**                      *Vertical Accessways: Construction and Location*

A vertical is an area of land connecting the first landward public road, trail, or use area with a public beach or lateral accessway, used to get people to the shore. Vertical accessways should be a minimum 10 feet wide.

Urban areas: Vertical accessways in urban areas should be located where streets end at the shoreline, once every six parcels, or up to once every 500 feet. New multiple-family residential projects of five dwelling units or more should provide sufficient space for a vertical accessway and public parking and pay for their construction. Condominium conversions of the same type of units should provide a vertical accessway, either on-site or in the same general area. The existence of public beaches nearby could reduce the number of verticals needed.

Commercial development should incorporate or preserve views of the ocean and vertical access, as well as construct and maintain the accessway as part of the project. Industrial development should provide vertical access and parking improvements according to the extent to which the potential public use is displaced by the facility.

## Exhibit B: Accessway Standards

Rural areas: When beachfront parcels are subdivided in rural areas, owners should provide a vertical accessway either as a separate parcel or as an easement over the parcels to be created. More than one vertical accessway may be required if the parcels contain more than one beach area or the beach is ¼ mile or longer. Residential developments should use the standards suggested for urban development.

Vertical accessways in agricultural and timberlands should be wide enough to protect accessway users as well as the crops. At least one accessway should be provided or acquired on such lands if they contain a beach appropriate for safe public use.

Stairways, ramps, trails, over- or underpasses are some of the facilities that can be built on vertical accessways. Drainage systems to prevent erosion may also be necessary.

### **Standard No. 8**                      *Trails*

A trail provides continuous public access either along a coastal bluff or links inland recreational facilities to the shoreline. Specifications for construction will vary according to the LCP.

Trail easements should be a minimum of 25 feet in width. They should never be closer than 10 feet to an existing residence.

Trails should be established on ocean front parcels, depending on the topographic conditions. These trails should connect: a) the shore with inland units of the federal, state, or local park systems; b) access easements; or c) the road with a scenic overlook. Such trails must avoid geologically unstable and erosive soils. Prime agricultural soils should also be avoided except where the trail will not interfere with agricultural production.

Trails can feature steps, footbridges, appropriate paving materials, adequate trail drainage system, trash receptacles, benches, barriers, restrooms, and signs.

### **Standard No. 9**                      *Scenic Overlooks*

A scenic overlook provides the public a unique or unusual view of the coast.

Development of scenic overlooks can vary from a simple roadside turnout with only trashcans, parking, and fencing as appropriate, to a more elaborate roadside rest area. Overlooks that are not next to a road should be accessible by trail, ramps or stairs, and be accessible to those with physical disabilities.

**Standard No. 10**                      *Coastal Bikeways*

Coastal bikeways are paths specifically designated to provide access to and along the coast by nonmotorized bicycle travel as defined in Section 2373 of the Streets and Highway Code.

There are three classes of bikeways:

**Class I Bikeway – Bike Path**

A completely separated right-of-way designated for the exclusive use of bicycles and pedestrians.

Minimum surface width of 8 feet for a two-way path and 5 feet for a one-way path and provision for a 2 foot wide graded area adjacent to either edge of the paths.

**Class II Bikeway – Bike Lane**

A Class II bikeway is a right-of-way in the paved areas of highways that is restricted for the use of bicycles. Motor vehicle parking and cross-flows are permitted.

To be classified as a Class II bikeway, the bikeway should be four feet wide on roads in outlying areas where parking is prohibited, 5 feet wide when parallel parking is allowed, or 11 to 13 feet wide when parallel parking is allowed and designated by specific striping.

**Class III Bikeway – Bike Route**

A Class III bikeway is a surface street that is shared with pedestrians or motorists. These routes are used primarily to provide a continuous link between Class I and II bikeways.

**All classes** of bikeways must feature a graded and paved path, bike racks, vehicle barriers, fencing, and signs. On a Class II and III, signs and striping are required.

**Standard No. 11**                      *Hostels*

Hostels are low-cost public travel accommodations that provide sleeping, kitchen, and bath facilities for traveling families, groups, and individuals of all ages. Following the example of the hostels in Europe, which generally allow a maximum stay of three nights, California coastal hostels combine low-cost lodging with educational, social, and cultural opportunities.

## Exhibit B: Accessway Standards

Hostels should have sufficient space for a minimum of 24 people, and one parking space for every eight guests and each residential staff person. Existing buildings, such as lighthouse stations, preferably on public or parkland, should be used for hostel sites whenever renovation is economically feasible and the structures are appropriate to current surrounding land use.

Ideally, hostels should be located at intervals of 20 to 40 miles, on or near the coast, and within two miles of recreational trails. If more than five miles of normal bicycle travel is required to get from one campground or hostel to another then campgrounds should be used to provide lodging.

Hostels should feature beds, kitchens, and bathrooms mentioned above as well as public telephones, location signing along highways, and public transit stops.

### **Standard No. 12**                      *Support Facilities*

Support facilities are structures that make it easier for people to use and maintain coastal accessways: signs, trash receptacles, public telephones, restrooms, showers, bike security racks, public transit loading and unloading areas, campgrounds, and parking areas fit into this category. The support facilities that each accessway will require should be decided on a case-by-case bases. Directional and resource interpretation signs are available from the Coastal Conservancy.

### **Standard No. 13**                      *Barrier-Free Access*

All accessways must be made wheelchair-accessible unless this would present an unreasonable hardship. Grounds for an unreasonable hardship are to be determined by the enforcement agency for the region.

Accessways that accommodate or plan to accommodate those with mobility problems are the highest priority for State funding. The standards for these accessways and their support facilities should at least meet, if not exceed, the requirements of Title 24 of the California Administrative Code. The Office of the State Architect has written a guide to Title 24, the California State Accessibility Standards Interpretive Manual. This manual is available for \$8.00 from the Office of the State Architect, Access Compliance Unit, P.O. Box 1079, Sacramento, CA 95805.

COASTAL CONSERVANCY

Staff Recommendation  
March 14, 2019

**TUNITAS CREEK BEACH ACQUISITION AND PLANNING**

Project No. 17-010-01  
Project Manager: Hilary Walecka / Timothy Duff

**RECOMMENDED ACTION:** Authorization to disburse up to \$6,200,000 to San Mateo County for the acquisition of the 58-acre Tunitas Creek Beach in San Mateo County, and for the preparation of plans, designs, environmental documentation and permit applications for potential public access improvements and natural resource protection at Tunitas Creek Beach.

**LOCATION:** Tunitas Creek Beach, unincorporated San Mateo County

**PROGRAM CATEGORY:** San Francisco Bay Area Conservancy Program

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**EXHIBITS**

Exhibit 1: [Location and Site Maps](#)

Exhibit 2: [Photos](#)

Exhibit 3: [Project Letters](#)

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**RESOLUTION AND FINDINGS:**

Staff recommends that the State Coastal Conservancy adopt the following resolution pursuant to Sections 31160-31165 of the Public Resources Code:

“The State Coastal Conservancy hereby authorizes the disbursement of an amount up to six million two hundred thousand dollars (\$6,200,000) to San Mateo County (County) to: (1) acquire approximately 58 acres at Tunitas Creek Beach in coastal San Mateo County (consisting of San Mateo County Assessor Parcel Numbers 081-060-03, 081-060-020, and 081-060-1300, collectively the “property”) for open space, coastal natural resource protection, and public access to the coast; and (2) to prepare plans, designs, environmental documents, and permit applications for potential coastal public access improvements and natural resource protections for the property (collectively, the “project”).

This authorization is subject to the following conditions:

1. Prior to the disbursement of funds for the acquisition portion of the project, the County shall submit for the review and approval of the Executive Officer of the Conservancy (Executive Officer):

Exhibit C: Staff Recommendation  
*TUNITAS CREEK BEACH ACQUISITION AND PLANNING*

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- a. All relevant acquisition documents for the acquisition including, without limitation, the appraisal, purchase and sale agreement, deed, escrow instructions, environmental or hazardous materials assessment, and title report;
  - b. A baseline conditions report;
  - c. A monitoring and reporting plan.
  - d. Evidence that sufficient funds are available to complete the acquisition.
2. The County shall pay no more than fair market value for the property, as established in an appraisal approved by the Executive Officer.
  3. The property acquired under this authorization shall be managed and operated for open space preservation, public access to the coast, and natural resource protection. The property shall be permanently dedicated to those purposes by an appropriate instrument approved by the Executive Officer.
  4. Conservancy funding shall be acknowledged by erecting and maintaining a sign on the property or in a nearby publicly-viewable area, the design and location of which are to be approved by the Executive Officer.
  5. The County shall enter into a written agreement regarding management and operational activities for the Cowell-Purisima Coastal Trail by December 31, 2019.
  6. Prior to commencement of the planning portion of the project, the County shall submit for the review and written approval of the Executive Officer the following:
    - a. A detailed work program, schedule, and budget.
    - b. Names and qualifications of any contractors to be employed in carrying out the project.
    - c. A plan for acknowledgement of Conservancy funding.
  7. Prior to the disbursement of funds for the planning portion of the project, the County shall submit for the review and approval of the Executive Officer:
    - a. Evidence that the San Mateo County Board of Supervisors has approved the acquisition of the property and that the County has entered into a purchase and sale agreement with Peninsula Open Space Trust (POST), the seller of the property.
  8. To the extent appropriate, the County shall incorporate into the planning portion of the project the guidelines of the Conservancy's 'Standards and Recommendations for Accessway Location and Development' and the requirements of all applicable federal and state laws governing barrier-free access for persons with disabilities into the project."

Staff further recommends that the Conservancy adopt the following findings:

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

1. The proposed authorization is consistent with Chapter 4.5 of Division 21 of the Public Resources Code, regarding the San Francisco Bay Area Conservancy Program.



2. The proposed project is consistent with the current Conservancy Project Selection Criteria and Guidelines.”
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**PROJECT SUMMARY:**

Staff recommends disbursement of up to \$6,200,000 to San Mateo County, acting through their Parks Department (County Parks) to: (1) acquire the scenic Tunitas Creek Beach property, located in coastal San Mateo County, and (2) conduct park planning for the property (together, the “project”). The proposed acquisition of this 58-acre property includes panoramic ocean views, nearly a mile of sandy beach and dune habitat, and a third of a mile of the Tunitas Creek riparian corridor from the mouth upstream to Highway 1 (Exhibit 1). Tunitas Creek Beach has long been considered a local gem, due to its long stretch of beautiful, wild, and secluded beach, and its dramatic rugged cliffs. The proposed project would secure a large portion of Tunitas Creek Beach for permanent coastal resource protection, open space, and coastal public access, and conduct the planning necessary to open the property to the public as a new San Mateo County Park, creating the first public coastal accessway to Tunitas Creek Beach.

For decades, this private property was accessed primarily by locals and surfers. More recently, this remote beach has become popular with visitors from throughout the Bay Area as a destination for both day use and informal overnight camping, including all-night parties with hundreds of people invited via social media. With no facilities and no park agency management, there has been a dramatic increase in adverse impacts on the property’s natural resources and public health and safety, including large amounts human waste and garbage riddling the beach and creek corridor, multiple injuries, and a drowning. The creek corridor has become a primary trail route to the beach, damaging in-creek habitat for steelhead and impacting water quality before it drains to the Pacific Ocean. Trespassers have illegally cut down tree branches to create trails and creek crossings and for use in bonfires. Dozens of crab poachers have been cited for illegally poaching crab from the remote beach. Unregulated access has also increased bluff and creek erosion and damaged sensitive plant and wildlife habitat, including suitable habitat for federally-listed western snowy plovers.

Ownership of the property will enable San Mateo County Parks to develop safe and sustainable public access and recreation opportunities, reduce unregulated use and illegal dumping, and restore the property’s natural resources. Conservancy funds will also enable County Parks to prepare design, environmental review and permitting documents, with the intention of eventually opening the property as a new county park. The park amenities the County anticipates as part of the plan for the property may include trails, restrooms, parking, interpretive signage on cultural and natural resources, and a potential ranger station to provide 24-hour presence of County Parks’ staff. These potential amenities will not only improve access to this scenic section of coast, but also protect the property’s sensitive biological and cultural resources.

To date, County Parks has reserved \$2 million for potential construction activities for the proposed park. Peninsula Open Space Trust (“POST”), the current owner of the property and

partner on the project, is striving to raise an additional \$2 million or more for a stewardship fund for Tunitas Creek Beach County Park.

With increased presence on this section of coast as a result of the acquisition, County Parks also intends to assume management responsibilities at the Cowell-Purisima Coastal Trail, located three miles north of the property. This popular segment of the California Coastal Trail is currently managed by POST; however, the trail is only open to the public on weekends due to POST's limited management capacity. POST, as the manager of the trail, and the Conservancy, a landowner of portions of the trail, are interested in having County Parks assume management responsibilities at the trail. County Parks is not seeking funds from the Coastal Conservancy for management and operations activities at Cowell-Purisima Coastal Trail.

**Site Description:** The 58-acre property is located within unincorporated San Mateo County, five miles south of Half Moon Bay. The property is comprised of three parcels bound by Tunitas Creek to the north, State Route 1 to the east, and the Pacific Ocean to the west. The bulk of the property is undeveloped and comprised of coastal bluffs, sandy beach and dune habitat, and a third of a mile of the Tunitas Creek riparian corridor. The only development on the property is a fire-damaged, two-story single-family dwelling, a dilapidated single-story cabin, and the remains of five additional cabins that were damaged by landslides associated with the 1997-1998 El Niño storms. There is one access road to the property from State Route 1. The property offers scenic views of the ocean, coastline, and dramatic cliffs at the north end of the beach. The remainder of Tunitas Creek Beach to the north of the proposed acquisition is private property with six small cabins on the bluff top and an access road from Highway 1 to the homes. East of the property across Highway 1 is the 1,660-acre Tunitas Creek Open Space Reserve, owned by Midpeninsula Open Space District.

The property supports a diversity of habitats including marine, sandy beach, dunes, northern coastal scrub, coastal terrace prairie, Monterey pine forest, coastal and valley freshwater marsh, red alder riparian forest, and a creek corridor. The property supports rare, endangered, and unique species including the federally threatened western snowy plover and the coastal marsh milkvetch, a California Native Plant Society listed rare plant.

Tunitas Creek Beach and surrounding areas have historically provided habitat for threatened or endangered species including steelhead, Coho salmon, California red legged frog, and the San Francisco Garter Snake. This lower section of creek provides a linkage to protected areas upstream including Tunitas Creek Open Space Preserve. Based on the presence of suitable habitat, two state species of special concern are also expected to occur on the property: California giant salamander and the Santa Cruz black salamander. A red alder riparian forest on the property is likely to provide habitat for San Francisco common yellowthroat, a California species of special concern.

The property is significant historically, as the Torose Village of the Cotegen Tribe was located at Tunitas Creek Beach (archaeological site P-41-000007). The area likely contains sensitive cultural resources and unrecorded archaeological sites. The property is also historically significant because the Spanish Portola expedition, the first European land exploration of Alta California, camped at Tunitas Creek on their historic journey in 1769. In addition, Tunitas Creek was the southern terminus of the Ocean Shore Railroad in the early 1900s. The County will undertake a cultural resource assessment as part of the planning process.

**Grantee Qualifications:** County Parks manages 23 parks and 194 miles of trail encompassing over 16,000 acres of parkland. It works to preserve San Mateo County’s natural and cultural treasures and provide safe, accessible parks, recreation, and learning opportunities to enhance the community’s quality of life. At the land-sea interface, County Parks has experience managing their popular Fitzgerald Marine Reserve, famous for its tidepools and seal colony. County Parks and POST have partnered successfully on similar projects, such as Pillar Point Bluff County Park, for which the Conservancy and the Wildlife Conservation Board provided grant funds.

**Project History:** Due to severe degradation occurring at Tunitas Creek Beach from unregulated public use and abuse over the past several years, there has been a strong outpouring of community support for establishing safe public access that limits adverse impacts to the area’s spectacular natural resources. The local community raised this concern to local and state officials and requested their assistance. In late 2017, POST used their ability to act quickly and acquired the property for \$5 million from the previous landowner with private funding to secure protection of the property. POST purchased the property with intention of selling it to County Parks, as POST lacks resources to manage natural resources and public access, and cannot open the property to the public under their ownership. In the summer of 2018, County Parks and POST worked with legislators to secure a \$5 million appropriation from the state general fund to the Conservancy for the creation of Tunitas Creek Beach County Park.

**PROJECT FINANCING**

<b>Coastal Conservancy</b>	<b>\$6,200,000</b>
Peninsula Open Space Trust	\$2,040,000
<b>Project Total</b>	<b>\$8,240,000</b>

The anticipated source of Conservancy funding for this project are from two appropriations. The first anticipated source of Conservancy funding is a \$5 million FY 2018/2019 appropriation from the General Fund specifically for “local grants for San Mateo County and its local partners for the Tunitas Creek Beach County Park” (SB 840, Mitchell, Chapter 29 (2018)).

The second anticipated source of Conservancy funding is \$1,200,000 million from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (“Proposition 84”), codified at Public Resources Code (PRC) Sections 75001-75130. Proposition 84 authorizes the use of these funds for the purpose of protecting and restoring beaches, bays and coastal waters and watersheds and for promoting access to and enjoyment of coastal resources of the state (PRC Section 75060). Consistent with PRC Section 75060, this proposed project will protect and restore Tunitas Creek Beach and promote access to and enjoyment of its coastal resources.

Section 75060(c) allocates funding specifically for the San Francisco Bay Area Conservancy Program (Chapter 4.5 of Division 21 of the Public Resources Code, Sections 31160-31165), and states that “not less than 20% of the funds allocated by this paragraph shall be expended on projects in watersheds draining directly to the Pacific Ocean.” The proposed project is consistent with Chapter 4.5 of Division 21, since the proposed acquisition and planning will conserve natural habitat values of the property and promote access to and enjoyment of coastal resources,

as further discussed below in “Consistency with Conservancy’s Enabling Legislation.” Tunitas Creek Beach is also located in an ocean-draining watershed of one of the nine counties in the San Francisco Bay Area Conservancy Program, so the project meets the requirements of Section 75060(c) of Proposition 84.

PRC Section 75070.4 requires acquisitions of real property pursuant to PRC Section 75060 to be from willing sellers. For the proposed project, POST is a willing seller of the Tunitas Creek Beach property to County Parks.

For projects that include the acquisition of property for natural resource protection, Proposition 84 requires the Conservancy to give priority to those projects that demonstrate one or more of the characteristics identified in PRC Section 75071. Conservancy staff gave priority to this project because it demonstrates three of the specified criteria in Section 75071: subsection (a), the project will protect the riparian corridor of Tunitas Creek, which provides a habitat linkage from the mouth of Tunitas Creek to protected areas upstream, including Midpeninsula Open Space District’s Tunitas Creek Open Space Preserve and facilitates wildlife movement and botanical transfer; subsection (c), acquisition of the property will support a relatively large area of under-protected major habitat types, including sandy beach, dune, and riparian habitat; and subsection (e), the project is supported by non-state matching funds and in-kind contributions, as POST, the seller of the property, is contributing additional funds in the form of a bargain sale and matching funds for planning. As also required by Section 75071(f), staff have submitted to the Natural Resources Agency an explanation as to whether and how the proposed acquisition meets these criteria, and posted this explanation on the Conservancy’s website.

POST will be donating substantial funds to the project by selling the property for less than the fair market value (final amount subject to a pending updated appraisal to the 2017 appraised value of \$5 million for the property), and will also provide \$240,000 in funding from the Gordan & Betty Moore Foundation to initiate park planning and Community Advisory Committee meetings.

County Parks and POST are also raising additional funds for management and stewardship costs, and are donating significant staff time and resources to the project. In addition, Midpeninsula Open Space District has committed funding to San Mateo County Parks for natural resource restoration, public access improvements, and management of Tunitas Creek Beach. Lastly, up to 15 members of a Community Advisory Committee are volunteering their time for the planning phase of the project. Funding has been committed by County Parks and POST for potential construction and operation of the proposed new park.

#### **CONSISTENCY WITH CONSERVANCY’S ENABLING LEGISLATION:**

The proposed project will be undertaken pursuant to Chapter 4.5 of Division 21 of the Public Resources Code, Sections 31160-31165, to address the natural resource and recreational goals of the nine-county San Francisco Bay Area.

Section 31162 authorizes the Conservancy to award grants in the nine-county San Francisco Bay Area to achieve specified goals of the San Francisco Bay Area Conservancy Program. Tunitas Creek Beach is located in San Mateo County, one of the nine counties of the San Francisco Bay Area, and so is part of the San Francisco Bay Area Conservancy Program. Consistent with Section 31162(b), the proposed project will protect natural habitats, and will also serve as a

connecting corridor to other open space resources of regional importance, such as Tunitas Creek Open Space Preserve. Consistent with Section 31162(c), the proposed project assists in the implementation of the policies and programs of the California Coastal Act, which calls for maximum public access and recreational opportunities along the coast (PRC Section 30210). Consistent with Section 31162(d), the project will enhance public access to the San Mateo coast, a natural area that is within a short drive of the urban population of the Bay Area. Consistent with Section 31163(a), POST is willing to sell the Tunitas Creek Beach property to County Parks. Consistent with Sections 31163(c), the project is: (1) supported by local and regional plans, including the San Mateo County Local Coastal Program; (2) serves a multijurisdictional area, as visitors from around the Bay Area and California are likely to visit the proposed Tunitas Creek Beach County Park; (3) the project can be implemented in a timely way, as the acquisition is anticipated to close before the end of 2019; (4) the project provides opportunities for benefits that could be lost if the project is not quickly implemented, as opening the property to the public would be significantly delayed; and (5) the project includes matching funds from other sources (see “Project Financing” section above).

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

Consistent with **Goal 2, Objective B** of the Conservancy’s 2018-2022 Strategic Plan, the proposed project will open new coastal areas to the public.

Consistent with **Goal 2, Objective C** of the Conservancy’s 2018-2022 Strategic Plan, the proposed will design access facilities to enhance coastal recreation.

Consistent with **Goal 2, Objective G** of the Conservancy’s 2018-2022 Strategic Plan, the proposed project entails acquiring land for development of new coastal accessways.

Consistent with **Goal 5, Objective A** of the Conservancy’s 2018-2022 Strategic Plan, the proposed project will protect 58 acres of a significant coastal and watershed resource property.

**CONSISTENCY WITH CONSERVANCY’S  
PROJECT SELECTION CRITERIA & GUIDELINES:**

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

**Required Criteria**

1. **Promotion of the Conservancy’s statutory programs and purposes:** See the “Consistency with Conservancy’s Enabling Legislation” section above.
2. **Consistency with purposes of the funding source:** See the “Project Financing” section above.
3. **Promotion and implementation of state plans and policies:**

- *California @ 50 Million: The Environmental Goals and Policy Report (2015)*: The project is consistent the Plan’s 3rd key area to “steward and protect natural and working landscapes” including Action 1, which calls for the support of landscape-scale approaches to conservation that account for multiple benefits. Acquisition and proper management of the property will provide multiple ecosystem benefits, including habitat protection and reduction of negative impacts to water quality in Tunitas Creek and Pacific Ocean.
  - *California Water Action Plan (2016 Update)*: The project is consistent with Action 4 to “protect and restore important ecosystems,” including protecting and restoring coastal watersheds. The proposed project protects Tunitas Creek from future degradation.
  - *CA Wildlife Action Plan (2015 Update)*: The project furthers the statewide recommended actions under Section 4.2.7 for Conservation Strategy 1: Land Acquisition, Easement, and Lease, by “protect[ing] land and/or water through acquisition fee-title ownership or...conservation easements” for the following identified conservation targets in the Central Coast Province: American Southwest Riparian Forest and Woodland and Coastal Dune and Bluff Scrub.
  - *CA Climate Adaptation Strategy/Safeguarding California (2018 Update, p.140)*: The project is consistent with the action set forth in this plan to develop management practices to help safeguard species and ecosystems from climate risks. By protecting habitat and water quality in Tunitas Creek and the Pacific Ocean the project protects critical connectivity between Tunitas Creek, the Monterey Bay National Marine Sanctuary, and the California Coastal National Monument.
4. **Support of the public:** The project has broad support of the public, local community groups, public agencies, and elected officials as demonstrated by the letters attached as Exhibit 3 including San Mateo County Supervisors Don Horsley and Carole Groom; Senator Jerry Hill, State Assemblymembers Marc Berman and Kevin Mullin; Surfrider Foundation; and Committee for Green Foothills.
  5. **Location:** The proposed project would be located within the coastal zone of San Mateo County.
  6. **Need:** Without Conservancy funding, County Parks will be unable to acquire the property and the property would remain closed to the public. POST, the current landowner, lacks the resources to manage public access and does not plan to open the property to the public. Without County Parks’ involvement, the property will remain closed. In addition, County Parks has limited resources to complete the extensive planning and design of new facilities, and Conservancy funds will ensure the project does not experience delays due to budget constraints.
  7. **Greater-than-local interest:** The proposed project has regional significance with respect to recreation and natural resources. The project will enable County Parks to provide public access and coastal recreation to one of San Mateo County’s most beautiful beaches while also protecting significant natural resources in a coastal watershed that drains to the ocean, conserving landscape-level linkages, and benefiting federally-listed threatened and endangered species, including the coastal marsh milkvetch and western snowy

plover. Midpeninsula Regional Open Space District identifies the Tunitas Creek watershed as a Tier 1 conservation priority.

8. **Sea level rise vulnerability:** The project is located in an area vulnerable to sea level rise due to its location at the edge of the Pacific Ocean. The property's beach, dune, and bluff habitats are vulnerable to sea level rise and increased erosion due to rising sea levels. This project will ensure the protection of these natural areas in order to increase the adaptive capacity of these habitats in response to climate change. The park planning portion of this project will incorporate sea level rise considerations in its design, including increasing resilience of the property's habitats to sea level rise. Managed access through the Property is expected to improve soil and vegetation conditions that support adaptation to sea level rise.

#### **Additional Criteria**

9. **Urgency:** Managed access is urgently needed as people travel from around the Bay Area and world to visit California's beaches, and Tunitas Creek Beach is known throughout social media as a hotspot for illegal beach access. Impacts from unregulated beach access are damaging sensitive and unique coastal resources and threatening public safety.
10. **Resolution of more than one issue:** The project will protect rare and declining habitat types from degradation through unmanaged public use and will provide new opportunities for public access.
11. **Leverage:** See the "Project Financing" section above.
12. **Readiness:** County Parks and POST are currently working on a purchase and sale agreement for the transaction, and the acquisition is expected to be completed by the end of 2019. Park planning has recently begun through POST's assistance with matching funds to initiate planning work and convene a Community Advisory Committee.
13. **Cooperation:** This project is a collaboration between many partners: San Mateo County, POST, the local community, and state legislatures have worked together to secure funding for the project; POST and County Parks have worked cooperatively for the development and implementation of the project; public input in the planning process will be provided by Community Advisory Committee; and San Mateo County Resources Conservation District plans to contribute to habitat restoration activities.

#### **CEQA COMPLIANCE:**

The proposed acquisition of the property is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations (CCR) Section 15325, as a transfer of ownership of land to preserve open space and habitat. Under Section 15325(a), the acquisition is as a transfer of ownership of land to preserve existing natural conditions, including plant and animal habitats. The property currently supports rare, endangered, and unique species; with the transfer of the property to County Parks, the property will be protected from human impact and potential development that damages sensitive biological and cultural resources. Under Section 15325(f), the acquisition is a transfer of property ownership to preserve lands for park purposes. County Parks is acquiring Tunitas Creek Beach specifically to preserve open space and habitat, and intends to eventually open the property to the public as a park, subject to environmental review in compliance with CEQA.

The planning phase of the proposed project is statutorily exempt from the provisions of CEQA pursuant to Title 14 CCR Section 15262, as it involves only planning for future actions which have not yet been approved or funded. The planning activities anticipated under this proposed project include environmental review in compliance with CEQA, and will consider environmental factors. With this authorization, the Conservancy is only approving the acquisition of the property for a potential county park and the preparation of plans for the park; the anticipated plans and any potential improvements for the proposed park at Tunitas Creek Beach will not be approved without undergoing environmental review in compliance with CEQA.

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