

STATE OF CALIFORNIA
State Coastal Conservancy
GRANT AGREEMENT
Grant - Rev 11/20

AGREEMENT NUMBER 18-133	AM. NO. 4
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. 94-6000532	

THIS AGREEMENT is entered into this _____ day of _____, _____ in the State of California, by and between:

AGENCY State Coastal Conservancy	and
GRANTEE'S NAME San Mateo County	

The State Coastal Conservancy ("the Conservancy") and San Mateo County ("the grantee") agree to amend their existing Agreement No. 18-133 as follows:

The amount of this agreement is increased to \$3,760,000 (three million seven hundred sixty thousand dollars).

Continued on the following pages.

The provisions on the following pages constitute a part of this agreement. This agreement has been executed by the parties as shown below.

STATE OF CALIFORNIA		GRANTEE			
AGENCY State Coastal Conservancy		GRANTEE (If other than an individual, state whether a corporation, partnership, etc.) San Mateo County			
BY (Authorized Signature) 		BY (Authorized Signature) 			
PRINTED NAME AND TITLE OF PERSON SIGNING Amy Hutzel, Executive Officer		PRINTED NAME AND TITLE OF PERSON SIGNING Don Horsley, President, San Mateo County Board of Supervisors			
ADDRESS & PHONE NUMBER 1515 Clay Street, 10th Floor Oakland, CA 94612 Phone: (510) 286-1015		ADDRESS & PHONE NUMBER 455 County Center, 4th Floor Redwood City, CA 94063 Phone: (650) 559-1386			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$760,000*	PROGRAM/CATEGORY Local Assistance	FUND TITLE/PROP NO. General Fund/ Prop 84/ Prop 68			
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$3,000,000	FUND ITEM 3760-101-608800009(B8272) = \$319,114.61* 3760-101-605100008(B0632) = \$440,885.39* 3760-101-0001(A) = \$1,800,000.00 3760-101-605100008(B0632) = \$1,200,000.00	CHAPTER 29/30 14	STATUTE 2018 2017	FISCALYEAR 18/19 17/18	
TOTAL AMOUNT ENCUMBERED TO DATE \$3,760,000	PROJECT NAME Tunitas Creek Beach Acquisition and Public Access				
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>					
NAME AND SIGNATURE OF ACCOUNTING OFFICER			DATE		

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

Erlinda Corpuz
Procurement and
Contracts Manager

I. SCOPE OF AGREEMENT

The Scope of Agreement section is deleted and replaced as follows:

Pursuant to Chapter 4.5 of Division 21 of the California Public Resources Code, the State Coastal Conservancy (“the Conservancy”) hereby grants to the San Mateo County (“the grantee”) a sum not to exceed \$3,760,000 (three million, seven-hundred-sixty thousand 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 project will construct public access improvements and visitor-serving amenities at Tunitas Creek Beach (“construction project”). Amenities will include parking, trails, restrooms, interpretive signage, and other features that support public access at Tunitas Creek Beach.

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.

II. CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT FOR CONSTRUCTION PROJECT

This new section is inserted after the Conditions Precedent to Commencement of Project and Disbursement of Funds section.

The grantee shall not begin construction of the construction project and the Conservancy shall not be obligated to disburse any funds for construction unless and until the following conditions precedent have been met:

1. The Executive Officer of the Conservancy (“the Executive Officer”) has approved in writing:
 - a. A work program for the construction project (“construction work program”), as provided in section V. WORK PROGRAM.
 - b. A plan for installation of signs and acknowledgment of support of the Conservancy and Proposition 68, as provided in section VII. SIGNS AND ACKNOWLEDGMENT.

- c. All contractors that the grantee intends to retain in connection with the construction project. The grantee must provide written evidence to the Conservancy that each contractor has complied with the bonding requirements described in section VIII. BONDING.
2. The grantee has provided written evidence to the Conservancy that:
 - a. All permits and approvals necessary to the completion of the construction project under applicable local, state and federal laws and regulations have been obtained.
 - b. The grantee has entered into agreements with Caltrans sufficient to enable the grantee to implement and maintain the construction project.
 - c. The grantee has provided for required insurance coverage, including additional insured endorsement, as described in the INSURANCE section.

III. TERM OF AGREEMENT

The term of the agreement is extended to December 31, 2043.

The completion date is extended to December 31, 2023.

The grantee shall deliver a final Request for Disbursement to the Conservancy no later than January 31, 2024.

IV. AUTHORIZATION

The following is added to the end of the Authorization section:

The signature of the Executive Officer of the Conservancy on this agreement certifies that at its March 24, 2022 meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit D. This amendment is executed under that authorization.

V. WORK PROGRAM

The following is added to the end of the Work Program section:

Before beginning the construction project, the grantee shall submit a detailed construction work program to the Executive Officer for review and written approval of its consistency with the purposes of this grant agreement. The construction work program shall include:

1. Construction plans and specifications that have been certified by a licensed architect or registered engineer, or approved by the grantee's Public Works Director.

2. A schedule of completion for the construction project specifically listing the completion date for each construction project component and a final project completion date.
3. A detailed construction project budget. The construction project budget shall describe all labor and materials costs of completing each component of the project, including the grantee's labor and materials costs and costs to be incurred under a contract with any third party retained by the grantee for work under this agreement. 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. The grantee shall review the plans with Conservancy staff, on-site if feasible.
4. Names and qualification of any third-parties ("contractors") that will perform any part of the construction project to be funded under this grant.

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

The grantee shall construct the construction project in accordance with the approved construction work program.

VI. PROJECT COMPLETION

This section is removed from the agreement and replaced with the following:

Upon completion of the project, the grantee shall supply the Conservancy with evidence of completion by submitting a final report by the final Request for Disbursement date set forth in section III. TERM OF AGREEMENT that includes:

1. A report certifying completion of the project according to the approved work programs, including plans, any work products specified in the work program for the project in formats approved by the Executive Office (for example paper or digital), and photographs documenting project completion of the construction.
2. Documentation that signs are installed as required by section VII. SIGNS AND ACKNOWLEDGMENT.
3. A fully executed final "Request for Disbursement." A "final Request for Disbursement" means a Request for Disbursement that includes the withheld amounts and all remaining amounts for which grantee is entitled to seek payment, if any, pursuant to this agreement.

4. A final inspection report by a licensed architect or registered engineer or the grantee's Public Works Director, and a copy of "as built" drawings of the completed project.

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 and release the withhold amount pursuant to COSTS AND DISBURSEMENTS section. The project shall be deemed complete as of the date of the letter.

VII. SIGNS AND ACKNOWLEDGMENT

This section is inserted after the Project Completion section.

Prior to beginning the construction project, the grantee shall submit, for review and written approval by the Executive Officer, a plan for the installation of signs and acknowledgment of Conservancy support. Except as the Executive Officer agrees otherwise, the plan shall commit the grantee to mention the Conservancy's support in its project-related press releases, contacts with the media, and social media postings, and on its website.

The plan shall commit the grantee to install and maintain a sign or signs visible from the nearest public roadway identifying the project, acknowledging Conservancy assistance and displaying the Conservancy's logo and directing the public to the project. The Conservancy shall provide to the grantee specifications for the signs. The signs shall also acknowledge funding from the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68). The grantee may incorporate the required information into other signs as approved by the Executive Officer. In special circumstances, where the placement of signs or the general specifications are inappropriate, the Executive Officer may approve alternative, more appropriate methods for acknowledging the sources of funding. In addition to signs acknowledging Conservancy assistance, the grantee shall install and maintain California Coastal Trail emblems on the real property and on all other real property interests controlled, maintained or managed by the grantee that are deemed by the Conservancy to be existing segments of the California Coastal Trail. Emblem locations shall be determined by the grantee in consultation with the Conservancy. The grantee sign plan shall describe the number, design, placement and wording of the signs, or the specifications of a proposed, alternative method. The grantee shall implement the approved signs and acknowledgment plan. The Conservancy will withhold final disbursement until the signs are installed as approved by the Conservancy.

VIII. BONDING

This section is added after the Signs and Acknowledgement section.

If the grantee intends to use any contractors on any portion of the construction project to be funded under this agreement, construction shall not begin until each contractor has furnished a performance bond in favor of the grantee in the following amounts: for faithful performance, one hundred percent (100%) of the contract value; and for labor and materials, one hundred

percent (100%) of the contract value. This requirement shall not apply to any contract for less than \$20,000.

Any bond furnished under this section shall be executed by an admitted corporate surety insurer licensed in the State of California.

IX. OPERATION AND MAINTENANCE

This section is inserted after the Early Termination, Suspension, and Failure to Perform section.

The grantee shall use, manage, maintain and operate the project throughout the term of this agreement consistent with the purposes for which the Conservancy's grant was made. The grantee assumes all operation and maintenance costs of these facilities and structures; the Conservancy shall not be liable for any cost of maintenance, management, or operation. The grantee may be excused from its obligations for operation and maintenance during the term of this agreement only upon the written approval of the Executive Officer.

For purposes of this agreement, "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses. "Maintenance costs" include ordinary repairs and replacements of a recurring nature necessary to prolong the life of capital assets and basic structures, and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures.

X. MITIGATION

This section is inserted after the Operation and Maintenance section.

Without the written permission of the Executive Officer, the grantee shall not use or allow the use for mitigation (in other words, to compensate for adverse changes to the environment elsewhere) of any portion of real property on which the Conservancy has funded construction. In providing permission, the Executive Officer may require that all funds generated in connection with any authorized or allowable mitigation on the real property shall be remitted promptly to the Conservancy. As used in this section, mitigation includes, but is not limited to, any use of the property in connection with the sale, trade, transfer or other transaction involving carbon sequestration credit or carbon mitigation.

XI. INSPECTION

This section is inserted after the Mitigation section.

Throughout the term of this agreement, the Conservancy shall have the right to inspect the project area to ascertain compliance with this agreement.

XII. INDEMNIFICATION AND HOLD HARMLESS

The following is added to the end of the Indemnification and Hold Harmless section:

The obligations in this section XII. INDEMNIFICATION AND HOLD HARMLESS will survive termination of this agreement.

All other terms and conditions of the existing agreement shall remain in effect.