

**FUNDING AGREEMENT
BETWEEN
COUNTY OF SAN MATEO AND
PACIFICA LAND TRUST**

This agreement ("Agreement") is made as of the date upon which it is signed by both parties, between County of San Mateo, Parks Department with its principal place of business at 455 County Center, 4th Floor, Redwood City, CA 94063 ("County" or "County Parks") and Pacifica Land Trust ("PLT") at P.O. Box 988, Pacifica, CA 94044.

Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Attachment 1 – Timeline

Attachment 2 – Budget

Scope of Work

The Pedro Point Headlands (PPH) and Devil's Slide Trail (DST) Coast Area is rapidly becoming a prime destination for San Mateo County residents and visitors. Currently jointly owned by the California Coastal Conservancy and the City of Pacifica, PPH is slated to be transferred to San Mateo County Parks Department in fall, 2015. The PPH will then join DST, the Green Valley Trail, Montara Mountain and State Beach trails in one of the most stunning and popular coastal hiking, biking, and equestrian complexes between Marin and Santa Cruz Counties. It is projected that between 60,000 and 100,000 people will visit PPH and surrounding trails annually, bringing economic opportunity and healthy activity to the region.

Pedro Point Headlands, a 247-acre promontory located between Montara and Pacifica, was purchased to protect these extraordinary lands from development. Currently owned by the California Coastal Conservancy and the City of Pacifica, both agencies intend to transfer PPH to San Mateo County Parks in late 2015.

While the PPH presents a rich natural and cultural history, spectacular views and exceptional recreational opportunities, it also poses challenging management issues, primarily from an extensive network of historic off-highway vehicle (OHV) use. The persistent OHV scars are the source of serious erosion problems that threaten to cause landslides onto Highway 1 and the future California Coastal Trail. They also threaten steelhead and red-legged frog populations in San Pedro Creek, the ultimate destination of sediment.

The Pacifica Land Trust (PLT), a 501(c)(3) nonprofit organization, has been instrumental in saving PPH from development and off-highway vehicles since 1993. The PLT has stewarded the property, blocking motorcycle use, removing invasive plants, and maintaining recreational trails. Nonetheless, persistent vehicle scars remain on the bluffs, ridges and steep slopes, resulting in erosion, loss of vegetation and slides. To curtail continuing erosion, the PLT was awarded a \$1,139,274 Restoration Grant from the Off-Highway Vehicle Division of the California Department of Parks and Recreation (OHV grant). Beyond the scope of the OHV grant, the PLT plans to replace the existing unsustainable footpaths with well-designed hiking trails.

The OHV grant does not fund the design or construction of improved recreational trails. In addition, the OHV Grant requires a 26% match (\$411,840), provided primarily with in-kind volunteer labor for re-vegetation of the disturbed areas. The California Coastal Conservancy has contributed \$12,000 toward trail design so that

restoration re-contouring (funded by OHV) and trails can go through a single permitting process.

Measure A funds will complement existing project funding in two important ways:

- 1) \$100,000 will support the volunteers who will be undertaking all aspects of habitat restoration, including plant salvage, plant propagation, installation and maintenance. This will also contribute to the 26% match requirement for the OHV Grant.
- 2) \$215,000 will support trail building, including layout, clearing and grubbing, excavation, compaction, grading, erosion control, re-vegetation and maintenance.
- 3) \$35,000 will provide funding for PLT administration.

This investment of Measure A funds will leverage the OHV and Coastal Conservancy funds to restore the pristine nature of these sensitive and staggeringly beautiful coastal bluffs, while improving the safety and sustainability of recreational trails.

Project success will be measured by:

- 1) Establishment of a temporary on-site native plant nursery, including water storage, fencing and signage, by January 30, 2016.
- 2) Construction of 1.5+ miles of safe, sustainable recreational trails by June 30, 2017.
- 3) Preservation of up to 20 acres of sensitive coastal habitats through re-vegetation with salvaged and propagated native plants by June 30, 2017.
- 4) Logistical support of 2,000+ volunteer hours of volunteer re-vegetation work by June 30, 2017.

Timeline by Phase and Cost

See Attachment 1

Budget by Task Order

See Attachments 2

Advance funding will be sought by Task Order. 75% of each Task Order will be provided in advance and 25% will be provided upon satisfactory completion.

Measure A funds for trail building would be leveraged more than three-fold by combining them with the current OHV restoration grant and undertaking a single design, permitting and construction process.

Semi-Annual Reporting

The PLT will report results at fiscal mid-year and year-end, detailing progress on trail construction and re-vegetation. Information will be provided by staff, volunteers and contractors, and volunteer hours will be tracked by task.

The construction contractor is:

Go Native, Inc., David Sands, President
P.O. Box 370103
Montara, CA 94037
(650) 996-8996

Stewardship Coordinator, PLT staff is:

Lynn Adams
(650)355-1668 or (415)309-5856

The PLT will work directly with the County Park staff on this project with the Natural Resource Manager,

Senior Planner, and Development Consultant. As the PPH property is transferred to the County, PLT volunteer work and hours will also be incorporated into the County's volunteer program. And the PLT will also be a partner in other future habitat restoration and trail planning projects.

County agrees:

- a. To provide \$350,000 of Measure A upon receipt of invoice per task order. Administrative fees shall not exceed 10%. County agrees to make full payment to Pacifica Land Trust within thirty (30) days of receipt of properly prepared invoice(s). Maximum payment for Fiscal Year 2015-16 will be \$100,000 and \$250,000 for fiscal Year 2016-17.

PLT agrees:

- a. To deliver the services described in the Scope of Work and the attached list of Task Orders (Attachment 2).

The Parties agree:

- a. The cost to County under this Agreement is not to exceed \$350,000 (Three Hundred Fifty Thousand dollars).
- b. Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2015, through June 30, 2017.
- c. Pacifica Land Trust shall maintain a current general liability insurance of not less than \$1,000,000 per occurrence for bodily injury and property damage, subject to the usual and customary policy conditions (including standard exclusion on vehicles licensed for highway use and on property in the care, custody and control of the policyholder). County may be named as an additional insured to the extent its interest may appear.
- d. Pacifica Land Trust shall indemnify and hold harmless the County, its officers, agents and employees from all claims, suits and actions resulting from or arising out of the willful or negligent acts or omissions of the Pacifica Land Trust, its employees or volunteers in connection with the work conducted under this agreement, except for liabilities determined by a court of competent jurisdiction to arise from the sole active negligence or willful misconduct of the County, its officers, agents or employees, and at its own cost and expense shall defend any and all such claims, suits or actions. For the right of indemnification in favor of any party to remain in effect, that party (the notice party) shall give the Pacifica Land Trust (the recipient party) prompt written notice of any claim or threat of a claim which may give rise to such right of indemnification. The notice party shall give the recipient party the opportunity to defend any such claim or proceeding being defended. Without the recipient party's written consent, the notice party shall not settle, compromise, or adversely affect in any manner the defense of such claim. Nothing in this agreement is intended to create in the public or in any member of its rights as a third party beneficiary under this agreement.
- e. This Agreement may be terminated at any time by mutual agreement of the Parties or by unilateral decision of either party provided at least thirty (30) days written notice is given to the other party. Upon such written notification, Pacifica Land Trust will invoice County for expenses and obligations incurred to date. Amendments to the Agreement may be proposed by either party and shall become effective upon written approval by both Parties.
- e. The Parties shall cooperatively review and mutually approve all press releases and public

relations and outreach material related to the Project prior to publication.

- f. Sam Casillas, President, is hereby designated to serve as Pacifica Land Trust's representative in implementation of this Agreement. Cecily Harris, Development Consultant, is designated to serve as County's representative in the implementation of this Agreement.
- g. The terms of this Agreement shall be construed in accordance with the laws of the State of California. The venue for any court proceedings on the Agreement will be San Mateo County Superior Court.

Electronic Signature

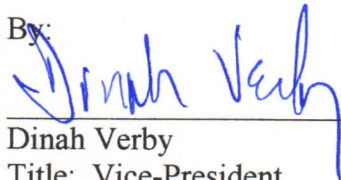
If both parties wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: ☒ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Pacifica Land Trust: ☒ If this box is checked by Pacifica Land Trust, Pacifica Land Trust consents to the use of electronic signatures in relation to this Agreement.

PACIFICA LAND TRUST

By:



Dinah Verby
Title: Vice-President
Date: July 24, 2015

SAN MATEO COUNTY

By:

Marlene Finley
Title: Parks Director
Date:

Pacifica Land Trust
Pedro Point Headlands Restoration and Trail Building Project
Measure A
Timeline

Tasks for Trail Building	Task #		
Mobilization	1	11,500	
Layout	2,3,4,5,6	59,000	
Clear & Grub	7	20,000	
Excavate	8	55,000	
Compact	9	25,000	
Final Grading	10	15,000	
Erosion Control	11	24,000	
Remove Fencing & Signs	12,13	5,000	

Maximum work window	
Minimum work window	

Note: the size of the work windows are dependent on weather & environmental conditions. The minimum construction window is expected to be August 15 to October 15.

ATTACHMENT 2

Pacifica Land Trust

Pedro Point Headlands Restoration and Trail Building Project

Measure A

Budget by Task Order

#	Trail Building		Cost Estimate
1	Mobilization		11,500
2	Survey staking and layout		7,500
3	Install temporary informational signs		1,000
4	Install temporary trail detour signs		1,000
5	Temporary protective fencing		15,000
6	Wildlife exclusion fencing		35,000
7	Clear and grub		20,000
8	Trail excavation		55,000
9	Trail compaction		25,000
10	Final grade		15,000
11	Erosion control		24,000
12	Remove wildlife & protective fencing		3,500
13	Remove temporary signage		1,500
	Subtotal		\$ 215,000
#	Restoration		Cost Estimate
	<u>Collection and Propagation</u>		
	<u>FY 2016-17</u>		
14	Equipment (water truck, excavator, truck & trailer, supplies, etc)		30,000
15	Infrastructure (water tank, irrigation, ground cloth, etc)		20,000
16	Temporary fencing		6,500
	<u>Revegetation - Planting 2017</u>		
17	Equipment (water truck, excavator, truck & trailer, supplies, etc)		23,500
	<u>Maintenance</u>		
18	Equipment 12 events over two years (truck/water trailer, supplies, etc)		20,000
	Subtotal		\$ 100,000
	Indirect Costs		Cost Estimate
19	Administrative overhead		35,000
	Subtotal		\$ 35,000
	TOTAL		\$ 350,000