

AGREEMENT NUMBER 21-030	AM. NO.
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. 94-6050405	

THIS AGREEMENT is entered into this _____ day of _____, 2021 in the State of California, by and between:



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

I. SCOPE OF AGREEMENT

Pursuant to Chapter 9 of Division 21 of the California Public Resources Code, the State Coastal Conservancy (“the Conservancy”) hereby grants to the San Mateo County Harbor District (“the grantee”) a sum not to exceed \$212,812 (two hundred twelve thousand eight hundred twelve dollars) (“funds”), subject to this agreement.

(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 Harbor District
BY (Authorized Signature)	BY (Authorized Signature)
	
PRINTED NAME AND TITLE OF PERSON SIGNING Mary Small, Interim Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING James Pruett, General Manager
ADDRESS & PHONE NUMBER 1515 Clay Street, 10 th Floor Oakland, CA 94612 Phone: (510) 286-1015	ADDRESS & PHONE NUMBER 504 Avenue Alhambra, STE 200 El Granada, CA 94018 Phone: (650) 741-9163

AMOUNT ENCUMBERED BY THIS DOCUMENT \$212,812.00	PROGRAM/CATEGORY Local Assistance	FUND TITLE/PROP NO. Coastal Conservancy Funds, SCCF		
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$-0-	FUND ITEM 3760-101-0565	CHAPTER 21	STATUTE 2021	FISCAL YEAR 21/22
TOTAL AMOUNT ENCUMBERED TO DATE \$212,812.00	PROJECT NAME Pillar Point Surfer’s Beach Public Restrooms			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.				
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

The grantee shall use the funds to complete the following project (“the project”) at Surfer’s Beach at Pillar Point Harbor in San Mateo County, as shown on Exhibit A, which is incorporated by reference and attached.

The project consists of the construction of new public restrooms, realignment of a small segment of the California Coastal Trail, reconfiguration of the parking lot and installation other visitor-serving amenities at Pillar Point Harbor adjacent to Surfer’s Beach in San Mateo County.

The grantee shall carry out the project in accordance with this agreement. The grantee shall provide any funds beyond those granted under this agreement that are needed to complete the project.

II. CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT

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

1. The Board of Commissioners 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 (“the Executive Officer”) has approved in writing:
 - a. A work program for the project, as provided in section “VI. WORK PROGRAM.”
 - b. A plan for installation of signs and acknowledgment of Conservancy and Coastal Commission support, as provided in section “VII. SIGNS AND ACKNOWLEDGMENT.”
 - c. All contractors that the grantee intends to retain in connection with the project. The grantee must provide written evidence to the Conservancy that each contractor has complied with the bonding requirements described in section “VIII. BONDING.”
3. The grantee has provided written evidence to the Conservancy that:
 - a. All permits and approvals necessary to the completion of the project under applicable local, state and federal laws and regulations have been obtained.
 - b. The grantee has provided for required insurance coverage, including additional insured endorsement, as described in section “XVII. INSURANCE.”

III. ADDITIONAL GRANT CONDITION

The grantee shall also meet the following condition:

1. To the extent appropriate, the grantee shall incorporate the guidelines of the Conservancy's 'Standards and Recommendations for Accessway Location and Development'.

IV. TERM OF AGREEMENT

This agreement shall take effect when signed by both parties and received in the offices of the Conservancy together with the resolution described in section "II. CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT." This agreement may be signed electronically using a process specified by the Conservancy.

This agreement shall run from its effective date through October 31, 2042 ("the termination date") unless otherwise terminated or amended as provided in this agreement. However, all work shall be completed by October 31, 2022 ("the completion date").

The grantee shall deliver a final Request for Disbursement to the Conservancy no later than November 30, 2022.

V. AUTHORIZATION

The signature of the Executive Officer of the Conservancy on this agreement certifies that at its September 23, 2021 meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit B. This agreement is executed under that authorization.

Standard Provisions

VI. WORK PROGRAM

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

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, the grantee shall submit to the Executive Officer for review and approval the names and qualifications of the contractors.

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 construct the project in accordance with the approved work program.

VII. SIGNS AND ACKNOWLEDGMENT

Prior to beginning the 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 and Coastal Commission assistance and displaying the Conservancy's and Coastal Commission's logos. The Conservancy shall provide to the grantee specifications for the signs. 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

If the grantee intends to use any contractors on any portion of the 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. COSTS AND DISBURSEMENTS

When the Conservancy determines that all conditions in section "II. CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT" have been fully met, the Conservancy shall disburse to the grantee a total amount not to exceed the amount of this grant, in accordance with the approved project budget and this section.

The withholding for this agreement is five percent. The Conservancy shall disburse funds for costs incurred to date, less five percent, upon the grantee's satisfactory progress under the approved work program, and upon the grantee's 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 construction and compliance with section “XI. PROJECT COMPLETION,” and upon the Conservancy’s acceptance of the project.

Hourly rates billed to the Conservancy shall be equal to the actual compensation paid by grantee to employees, which may include employee benefits. The grantee shall require its employees to keep records of their time spent on the project for purposes of documenting the employee time billed to the Conservancy. 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 state employee rates as identified on the California Department of Human Resources (CalHR) website under travel reimbursements for state employees. Except for rates for operating a private vehicle, the Conservancy may reimburse in excess of the state employee rates upon documentation that these rates are not reasonably available to the grantee. 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. 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 forms. 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 progress report summarizing the current status of the project and the work 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 until the grantee corrects all deficiencies.

X. EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS

No increase in the total amount of this grant will be valid unless set forth in a 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. 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.

XI. PROJECT COMPLETION

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 IV. TERM OF AGREEMENT that includes:

1. A report certifying completion of the project according to the approved work program, including photographs documenting project completion.
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 section “IX. COSTS AND DISBURSEMENTS.” The project shall be deemed complete as of the date of the letter.

XII. EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM

Before the project has commenced, either party may terminate this agreement for any reason by providing the other party with seven days notice in writing.

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. In either case, 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 fails to complete the project as required, or fails to fulfill any other obligations of this agreement prior to the termination date, the grantee shall be liable for immediate repayment to the Conservancy of all amounts disbursed by the Conservancy under this agreement. 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.

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.

XIII. OPERATION AND MAINTENANCE

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.

XIV. MITIGATION

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.

XV. INSPECTION

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

XVI. 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.

The obligations in this section “XVI. INDEMNIFICATION AND HOLD HARMLESS” will survive termination of this agreement.

XVII. INSURANCE

The grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons and damage to property that may arise from or in connection with any activities of the grantee or its agents, representatives, employees, 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 requirement 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.

The grantee shall maintain property insurance, if required below, throughout the term of this agreement. Any required errors and omissions liability insurance shall be maintained from the effective date through two calendar years after the completion date. The grantee shall maintain all other required insurance from the effective date through the completion date.

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.
 - d. Course-of-construction (also known as “Builder’s Risk”) insurance covering all risks of loss. (Any proceeds of loss payable under this coverage shall be used to replace, rebuild or repair the damaged portions of the facilities and structures constructed under this agreement.)
 - e. Property insurance covering the loss, damage, or destruction of the facilities or structures constructed under this agreement against fire and extended coverage perils.

(Any proceeds of loss payable under this coverage shall be used to replace, rebuild and/or repair the damaged portions of the facilities and structures constructed under this agreement.)

2. Minimum Limits of Insurance. The grantee shall maintain coverage limits no less than:
 - a. General Liability: *(Including operations, products and completed operations, as applicable)* \$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 and Employer's Liability: Worker's compensation as required by law and Employer's Liability of no less than \$1,000,000 per accident for bodily injury or disease.
 - d. Course of Construction: "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project with no coinsurance penalty provisions.
 - e. Property Insurance: 90 percent of full replacement cost of the facilities or structures.
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.

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.

XVIII. AUDITS/ACCOUNTING/RECORDS

The grantee shall maintain financial accounts, documents, and records (collectively, "required 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 required records include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, and disbursement of all funds related to the construction of the project, and the use, management, operation and maintenance of the real property, time and effort reports, and supporting documents that permit tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

The Conservancy or its agents may review, obtain, and copy all required records. The grantee shall provide the Conservancy or its agents with any relevant information requested and shall permit the Conservancy or its agents 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.

The grantee shall retain the required records for a minimum of three years following the later of final disbursement by the Conservancy, and the final year to which the particular records pertain. The records shall be subject to examination and audit by the Conservancy and the California State Auditor during the retention periods.

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 determines to be not in compliance with the requirements of this agreement.

XIX. COMPUTER SOFTWARE

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

XX. 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.

XXI. AMERICANS WITH DISABILITIES ACT

By signing this agreement, grantee certifies that it is in compliance with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

XXII. 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 wage to all persons employed in the performance of any part of the project and otherwise comply with all associated requirements and obligations.

The grantee is responsible for determining whether the project is subject to prevailing wage laws, and for complying with all labor laws applicable to the project. 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; 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.

XXIII. UNION ORGANIZING

By signing this agreement, grantee hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this agreement, and certifies that no state funds disbursed by this agreement will be used to assist, promote or deter union organizing. If grantee makes expenditures to assist, promote or deter union organizing, grantee agrees to maintain records sufficient to show that no state funds, including the funds provided under this agreement, have been used for these purposes, and shall provide these records to the Attorney General upon request.

XXIV. DRUG-FREE WORKPLACE

The grantee's signature on this agreement constitutes the certification required by Government Code Section 8355 (Drug-Free Workplace Act of 1990), 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.

XXV. INDEPENDENT CAPACITY

The grantee, and the agents and employees of 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.

XXVI. ASSIGNMENT

Without the written consent of the Executive Officer, the grantee may not assign this agreement in whole or in part.

XXVII. TIMELINESS

Time is of the essence in this agreement.

XXVIII. 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.

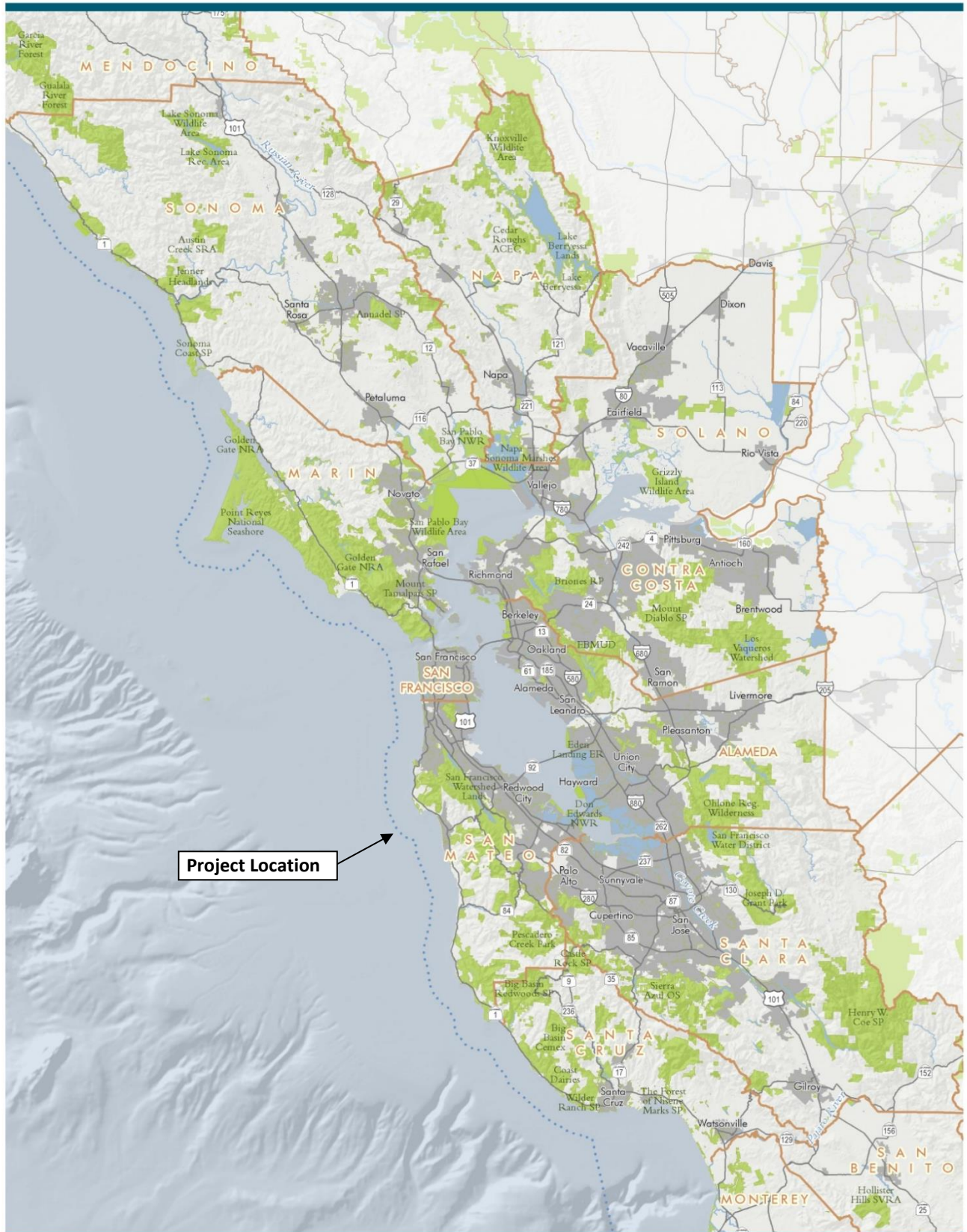
XXIX. AMENDMENT

Except as expressly provided in this agreement, no changes 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.

XXX. LOCUS

This agreement is deemed to be entered into in the County of Alameda.

Exhibit A



San Francisco Bay Area



Exhibit B

COASTAL CONSERVANCY

Staff Recommendation
September 23, 2021

PILLAR POINT SURFER'S BEACH PUBLIC RESTROOMS

Project No. 21-050-01
Project Manager: Hilary Hill

RECOMMENDED ACTION: Authorization to disburse up to \$212,812 to San Mateo County Harbor District to construct new public restrooms, realign a small segment of the California Coastal Trail, reconfigure the parking lot and install other visitor-serving amenities at Pillar Point Harbor adjacent to Surfer's Beach in San Mateo County.

LOCATION: Pillar Point Harbor adjacent to Surfer's Beach, San Mateo County.

EXHIBITS

- Exhibit 1: [Project Location Map](#)
Exhibit 2: [Site Photos and Project Designs](#)
Exhibit 3: [Project Letters](#)
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RESOLUTION AND FINDINGS

Staff recommends that the State Coastal Conservancy adopt the following resolution and findings.

Resolution:

The State Coastal Conservancy hereby authorizes a grant of an amount not to exceed two hundred twelve thousand eight hundred and twelve dollars (\$212,812) to San Mateo County Harbor District ("the grantee") to construct new public restrooms, realign a small segment of the California Coastal Trail, reconfigure the parking lot and install other visitor-serving amenities at Pillar Point Harbor adjacent to Surfer's Beach in San Mateo County.

Prior to commencement of the project, the grantee shall submit for the review and written approval of the Executive Officer of the Conservancy (Executive Officer) the following:

Exhibit B

1. A detailed work program, schedule, and budget.
2. Names and qualifications of any contractors to be retained in carrying out the project.
3. A plan for acknowledgement of Conservancy and Coastal Commission funding.
4. Evidence that all permits and approvals required to implement the project have been obtained.
5. In addition, to the extent appropriate, the grantee shall incorporate the guidelines of the Conservancy's 'Standards and Recommendations for Accessway Location and Development'.

Findings:

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

1. The proposed authorization is consistent with Chapter 9 of Division 21 of the Public Resources Code, regarding System of Public Accessway.
2. The proposed project is consistent with the current Conservancy Project Selection Criteria and Guidelines.

STAFF RECOMMENDATION

PROJECT SUMMARY:

Staff recommends the Conservancy authorize a \$212,812 grant to San Mateo County Harbor District to construct new public restrooms and other visitor-serving amenities at Pillar Point Harbor adjacent to Surfer's Beach in San Mateo County. In addition to restrooms, the project will provide improved day-use public parking, Americans with Disabilities Act (ADA)-compliant upgrades, outdoor shower, drinking fountain, benches, greenspace and open use area, and realignment of the Coastal Trail.

Pillar Point Harbor's Surfer's Beach, located just north of the City of Half Moon Bay, is a very popular coastal recreation destination for visitors from across the region. Currently however, there are very few public amenities to serve the hundreds of beach-goers, surfers, and Coastal Trail pedestrians and bicyclists that visit the area. No restrooms are easily accessible to the parking area or stairway to Surfer's Beach. In addition, there are few places for visitors and trail users to stop and rest, fill up a water bottle, lock up a bike, or wash off a child or pet's feet. The proposed project will greatly enhance visitor experience to this heavily-used coastal area. A new restroom structure will be constructed with four all-gender accessible stalls, drinking fountains, and an outdoor shower. A forecourt leading from the restroom to the Coastal Trail will provide space for pedestrians and bicyclists to safely pull off the trail with room to gather without impeding trail traffic, and will include educational signage, benches, bicycle racks, and trash and recycling receptacles. An outdoor meet-up and greenspace will allow small groups such as surf schools or educational field trips to gather, and a new van drop-off spot in the parking area will accommodate such groups.

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The proposed project will greatly enhance accessibility for people with physical disabilities or limited mobility. The project location is one of the few areas along the mid-coast of San Mateo County that visitors can get very close to the shoreline without steep bluffs or wide sand dunes. This project will reconfigure the existing parking area to increase the number of ADA parking spaces and include an ADA-compliant path of travel that will lead from the parking lot to the new accessible restrooms, paved Coastal Trail, and benches that provide sweeping views of the ocean and surfers, increasing accessibility of this location to all visitors.

The reconfigured parking lot will be free to use for the public and will include 7 ADA parking spaces, 6 day use parking spaces, 2 public EV-charging spaces, 1 ride-share parking space, and 1 van drop off, for a total of 17 parking spaces. To accommodate the proposed design, the overall number of day-use parking spaces will be reduced from 21 to 17 spaces and will utilize a small portion of Pillar Point Recreational Vehicle (RV) Park (6 out of the current 49 RV spaces), which is property owned by the San Mateo County Harbor District and leased to the RV Park. As part of the project, approximately 200-feet of Coastal Trail will be re-located inland, increasing the resiliency of the Coastal Trail to hazards from coastal erosion, extreme storm events, and sea level rise. The trail will be retreated 10-20 feet inland from its current alignment, varying by location.

The City of Half Moon Bay and the San Mateo County Harbor District collaborated in the development of this project, with an aligned vision for providing these much-needed public amenities to the area. Two community meetings were held to elicit feedback on project designs and the project has significant community support. Once, constructed, daily operations and maintenance will be provided by San Mateo County Harbor District staff. The visitorserving amenities that will be created by this proposed project will improve coastal access and recreation opportunities for a wide and diverse range of user groups from across the region.

Site Description: Surfer's Beach is one of San Mateo County's most popular beaches, drawing visitors from across the region to visit the beach, surf in the ocean, or walk and bike the Coastal Trail. The beach is located adjacent to Highway 1 at the northern end of the City of Half Moon Bay, just south of Pillar Point Harbor. A segment of paved Coastal Trail traverses the blufftop above Surfer's Beach, connecting the City of Half Moon Bay to Pillar Point Harbor. The trail is located at a bend in the coastline and is protected from erosion by rip rap. An existing day-use public parking area is located directly adjacent to the bluff-top Coastal Trail, and accommodates 23 day use parking spots (including 2 ADA-compliant parking stalls).

The San Mateo County Harbor District, which manages Pillar Point Harbor, maintains the Coastal Trail segment in this area and owns the parcel the existing parking lot is located on. This 4-acre parcel is leased to a private developer that operates the Pillar Point Recreational Vehicle (RV) Park on the northern end of the site, and provides the day-use public parking at the southern end of the site as part of its lease. The San Mateo County Harbor District is collaborating with the RV Park operator as well as the City of Half Moon Bay on the project, and the San Mateo County Harbor District will take over operation of the day-use public parking once the project is constructed.

Grant Applicant Qualifications: The San Mateo County Harbor District has extensive experience in completing large-scale capital improvement projects. San Mateo County Harbor District has successfully completed a number of capital projects addressing public access facilities and environmental protection and has experience receiving state funding, including over \$1 million in recent grants from the California Natural Resources Agency and California Department of Parks and Recreation.

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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 below.
2. **Consistency with purposes of the funding source:** See the "Project Financing" section below.
3. **Promotion and implementation of state plans and policies:**
 - Coastal Act (1976), Public Resource Code Section 30210 on public access and recreation for "maximum access, which shall be conspicuously posted, and recreational opportunities shall be provided for all the people consistent with public safety needs and the need to protect public rights, rights of private property owners, and natural resource areas from overuse"
 - Completing the California Trail (2003), Objective #1, which calls for providing a continuous trail as close to the ocean as possible; Objective #4, which seeks to assure that the location and design of the California Coastal Trail is consistent with the policies of the Coastal Act and Local Coastal Programs; and Objective #5, to design the California Coastal Trail to provide a valuable experience for the user by protecting the natural environment and cultural resources while providing public access to beaches, scenic vistas, wildlife viewing areas and other points of interest
4. **Support of the public:** The project is supported by San Mateo County Supervisor Don Horsley and City of Half Moon Bay Mayor Robert Brownstone. The project was also supported at public meetings by representatives of the Half Moon Bay Surf Club, the Surfrider San Mateo County Chapter, and the Pillar Point Surf School. The project is consistent with local plans including the City of Half Moon Bay's 2019 Parks Master Plan, 2019 Final Draft Bicycle/Pedestrian Master Plan, and the 2013 Plan Bay Area.
5. **Location:** See the "Project Summary".
6. **Need:** As one of Half Moon Bay's most popular beaches, the proposed public restrooms and other amenities proposed by the project are badly needed due to the high levels of visitation. This project location is especially in need of the proposed ADA improvements, as it is one of very few areas along the mid-coast of San Mateo County that does not have high bluffs and can provide near-beach access for those with physical limitations.
7. **Greater-than-local interest:** Surfer's Beach, the Coastal Trail, and Pillar Point Harbor, with its plethora of restaurants, hotels, and activities, makes the project site a very popular coastal recreation destination of regional significance. As such, restrooms and other visitorserving

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amenities proposed by this project would be highly utilized and improve the coastal experience for visitors to the area.

8. **Sea level rise vulnerability:** The project location is located at an elevation of +18.0 feet (NADD 88). Due to the existing revetment at the shoreline, Our Coast Our Future modeling shows that the restroom site will be impacted from flood inundation at 5.7 feet of sea level rise under a 100-year storm scenario. The project’s Coastal Development Permit conditions include that if the Coastal Trail segment becomes regularly impassible due to sea level rise and/or wave action, a study will be done to assess if relocation of the restroom structure is needed in order to be safe from these coastal hazards. In addition, the restroom facility has been designed so that during extreme conditions of rare wave up and surge events, it can be protected using items such as sand bags and can be easily repaired and cleaned out following these events if any minor damage occurs.

Additional Criteria

9. **Leverage:** See the “Project Financing” section below.
10. **Readiness:** Project construction is anticipated to begin in Winter 2022 and be completed in Summer 2022.
11. **Cooperation:** The project has been developed in coordination between the San Mateo County Harbor District, City of Half Moon Bay, and the RV Park lessee that operates the existing public day-use parking area.
12. **Minimization of greenhouse gas emissions:** The project is designed for low energy in its building design with restroom skylights and building orientation, as well as low water through use of drought tolerant native plants in landscaping. The project will include an EV charger, van-pool space, and a car-share parking space in order to diversify the types of parking options and encourage lower emission trips. The project will also improve the Coastal Trail user experience, thereby supporting alternative modes of transportation that do not produce greenhouse gas emissions.

PROJECT FINANCING

Coastal Conservancy	\$212,812
San Mateo County Harbor District	\$385,289
Metropolitan Transportation Commission (Priority Conservation Area Grant Program)	\$298,000
Project Total	\$895,101

The anticipated source of Conservancy funds is the Violation Remediation Account, in particular, funds paid pursuant to a settlement from a coastal development permit violation in Princeton-by-the-Sea, San Mateo County (Case name: Furmanski/Mickelsen; Violation Number: V-1-99-005). The Coastal Act establishes the Violation Remediation Account within the State

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Coastal Conservancy Fund to hold penalties paid as a result of violations of the Coastal Act. (See Public Resources Code section 30823.) Violation Remediation Account funds must be expended for purposes of the Coastal Act in close proximity to the geographic location of the violation. The proposed project addresses the public access and shoreline protection violations that occurred by improving public access amenities and implementing managed retreat of the Coastal Trail at a location approximately 1 mile from where the violation occurred. Consistent with the Memorandum of Understanding between the Coastal Commission and Conservancy regarding the Violation Remediation Account, this proposal has been discussed and agreed upon by Coastal Commission Enforcement Staff as an appropriate project for use of these VRA funds. San Mateo County Harbor District will be providing \$385,289 in matching funding from their budgeted working capital. The Metropolitan Transportation Commission will be providing \$298,000 from the Priority Conservation Area Grant Program (Round 2), which the Conservancy recommended for funding at its October 17, 2019 meeting. These matching funds are provided as estimates. The Coastal Conservancy does not typically require matching funds nor does it require documentation of expenditures from other funders. Typical grant conditions require Grantees to provide any funds needed to complete the project.

CONSISTENCY WITH CONSERVANCY'S ENABLING LEGISLATION:

The proposed project will be undertaken pursuant to Chapter 9 of Division 21 of the Public Resources Code (Sections 31400-31410), regarding public access to and enjoyment of coastal resources. Public Resources Code, Section 31400 states that it is the Legislature's intent that the Conservancy play a principal role in the implementation of a system of public accessways to and along the state's coastline. Through the proposed project, the Conservancy will improve public access to the state's coastline by constructing new restroom facilities for coastal visitors, improving accessibility to the coast for those with physical disabilities, and increasing the longevity of the Coastal Trail by retreating the trail inland further from coastal erosion and sea level rise impacts.

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

Consistent with **Goal 2, Objective A** of the Conservancy's 2018-2022 Strategic Plan, the proposed project will expand or enhance opportunities for access for people with disabilities to and along the coast and coastal trails.

Consistent with **Goal 2, Objective D** of the Conservancy's 2018-2022 Strategic Plan, the proposed project will construct visitor-serving amenities on the San Mateo coast including restrooms, parking lot, and other access improvements for beachgoers and Coastal Trail users.

CEQA COMPLIANCE:

The proposed project is categorically exempt from review under the California Environmental Quality Act pursuant to the Title 14 California Code of Regulations Section 15301, which exempts the minor alteration of existing public facilities because it involves the minor alteration of an existing trail and parking lot and does not expand their existing use, and Section 15303, which exempts the new construction of small structures because the proposed project involves a small restroom facility and small structures such as benches and bicycles racks.

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