

**FUNDING AGREEMENT
BETWEEN
COUNTY OF SAN MATEO AND
COASTSIDE 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 the Coastside Land Trust at 788 Main St, Half Moon Bay, CA 94019 ("CLT").

PURPOSE

Coastside Land Trust (CLT) is dedicated to the protection and preservation of the urban open space of the San Mateo County midcoast. Taking a strategic approach to land conservation, CLT: protects land by purchasing and accepting donations of land and conservation easements; secures private and public funding for land conservation; provides assistance and resources to landowners interested in protecting their land; and leads local conservation, restoration, stewardship, and educational activities.

San Mateo County Parks (County) strives to preserve San Mateo County's natural and cultural treasures and provides safe, accessible parks, as well as recreation and learning opportunities, to enhance the community's quality of life. County Parks manages 20 parks, 190 miles of regional, county and local trails and two historic sites throughout San Mateo County.

CLT, in coordination with County, the City of Half Moon Bay, the California Coastal Conservancy, Peninsula Open Space Trust and other private landowners, is planning a two-mile Wavecrest Trail, Phase 2 in Half Moon Bay that will connect existing segments of the California Coastal Trail.

The County will partner with CLT to plan this two-mile pedestrian and bicycle trail in Half Moon Bay. The Wavecrest Trail, Phase 2 will link central Half Moon Bay and the city's southern neighborhoods, especially benefitting community members in the Ocean Colony subdivision and the Canada Cove Mobile Home Park. The Wavecrest Trail, Phase 2 will be an accessible trail usable throughout the year and will complement the tremendous habitat and scenic values of the area.

Measure A funding will support the development of the trail alignment and plan sets, and preparation of environmental reviews such that upon completion the project will be poised for permitting and construction.

TERMS AND CONDITIONS

CLT agrees:

- a. To produce a full set of construction plans, permits, specifications, and cost estimate for the Wavecrest Trail, Phase 2 using Measure A and any other funds.
- b. To hire and oversee any staff and consultants needed to produce the plans, permits, specifications, and cost estimate for the Wavecrest Trail, Phase 2.
- c. To design and plan a trail that conforms to California Coastal Trail and other trail design standards.
- d. To provide semi-annual narratives describing the status of project targets and measures to be used for press releases, Measure A Dashboard and other reporting requirements.
- e. To provide quarterly invoices with applicable deliverables and contractor invoices for work completed during the performance of this agreement, and provide a final invoice within 90 days after the end of program performance
- f. To secure funding for the implementation of the Wavecrest Trail, Phase 2 construction plans.

- f. To secure funding for the implementation of the Wavecrest Trail, Phase 2 construction plans.

County agrees:

- a. To provide \$260,000 of Measure A funds for the Wavecrest Trail, Phase 2 reimbursable upon receipt and approval of quarterly submittals. Administrative fees shall not exceed 10%. County agrees to make full payment to CLT within thirty (30) days of receipt of CLT's properly prepared invoice(s).

The Parties agree:

- a. The cost to County under this Agreement is not to exceed \$260,000.00 (Two hundred and sixty thousand dollars) for the Wavecrest Trail, Phase 2.
- b. CLT 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.
- c. Each party hereto shall indemnify and save harmless the other party from all claims, suits and actions for or on account of any injuries or damages occasioned by the other party's act of negligence or by the act of negligence of any its employees or volunteers 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 other party (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.
- d. 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, CLT 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. Jo Chamberlain, Executive Director, is hereby designated to serve as Coastsides 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.

COASTSIDE LAND TRUST

By:

Jo Chamberlain
Jo Chamberlain

Title: Executive Director

Date:

2015-06-25

SAN MATEO COUNTY

By:

Marlene Finley
Marlene Finley

Title: Parks Director

Date:

Measure A Grant Program
Grantee: Coastside Land Trust

Wavecrest Trail, Phase 2 Budget	
Task A: Project Initiation : \$7,400 Includes consultant estimate and 10% CLT Administrative costs	
1. Project Kick-Off Meeting 2. Data Collection & Review	3. Base Map Preparation
Task B: Existing Conditions Analysis & Trail Alignments : \$70,000 Includes consultant estimate and 10% CLT Administrative costs, and additional direct cost of \$10,000 to CLT for Subtask 6a. (not part of consultant estimate)	
1. Site Reconnaissance 2. Geologic & Hydrologic Assessment 3. Cultural Resources Assessment 4. Biological Resource Evaluation	5. Rare Plant Surveys 6a. Obtain antiquated subdivision street use for trail alignment from City of HMB and POST 6b. Proposed Trail Alignment Map
Task C: Permitting & Agency Coordination: \$81,000 Includes consultant estimate and 10% CLT Administrative costs	
1. Permit Applications 2. NOAA/USFWS Section 7 Biological Assessment & Consultation	3. Storm Water Pollution Prevention Plan
Task D: Environmental Document : \$56,600 Includes consultant estimate and 10% CLT Administrative costs	
1. Administrative Draft Initial Study (IS) 2. Public Review Draft IS/ Mitigated Negative Declaration (MND)	3. Response to Comments Memorandum 4. Public Presentation of Final IS/MND
Task E: Construction Documents : \$45,000	
1. 65% Plan set and elevation (PS&E) 2. 100% PS&E	3. City Coordination 4. Final Bid Set

Performance Goals and Budget:

FY 15-16 Targets: Project initiation, existing conditions analysis, obtain legal easement for antiquated subdivision street use, development of proposed trail alignments. Initiation of environmental review and document preparation, permitting and agency coordination.

Deliverables:

- Geologic and Hydrologic Conditions Report: Task B
- Cultural Resources Assessment: Task B
- Biological Resources Evaluation: Task B
- Rare Plant Survey Report: Task B
- Documentation of Legal Easements: Task B
- Proposed Trail Alignment Map: Task B
- Plant Palette Report: Task B

FY 16-17 Targets: Completion of environmental document, permitting and agency coordination, preparation of construction documents.

Deliverables:

- Permit Applications: Task C
- Section 7 Biological Assessment Report: Task C
- Stormwater Pollution Prevention Plan (SWPPP): Task C
- Administrative Draft Initial Study (IS): Task D
- Draft IS/ Mitigated Negative Declaration (MND): Task D
- Final IS/MND: Task D
- 65% Plan Set and Elevations (PS&E): Task E
- 100% PS&E: Task E
- Final Bid Set: Task E

