

**STANDARD AGREEMENT**

APPROVED BY THE  
ATTORNEY GENERAL

FD-2 (REV. 5-91)

CONTRACT NUMBER 02-202	AM. NO.
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION 94-6000532	

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE Executive Officer	AGENCY State Coastal Conservancy	, hereafter called the State, and
CONTRACTOR'S NAME County of San Mateo		, hereafter called the Contractor

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter set forth, the Contractor hereby agrees to furnish to the State services and materials as follows: (Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

**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 County of San Mateo ("the grantee") a sum not to exceed one million five hundred thousand dollars (\$1,500,000), subject to the terms and conditions of this agreement. These funds shall be used to acquire real property ("the real property") known as the Mirada Surf property and applied to a portion of that property (Mirada Surf West; County Assessor's Parcel No. 047-331-010), located in the County of San Mateo, State of California, and more particularly shown in Exhibit A, which is incorporated by reference and attached.

The real property is being acquired for the purposes of open space and habitat conservation, outdoor recreation and the construction of a segment of the Coastal Trail.

(Continued on following pages)

CONTINUED ON \_\_\_\_\_ SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.  
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR	
AGENCY State Coastal Conservancy		CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.) County of San Mateo	
BY (AUTHORIZED SIGNATURE) ▷		BY (AUTHORIZED SIGNATURE) ▷	
PRINTED NAME OF PERSON SIGNING Samuel Schuchat		PRINTED NAME AND TITLE OF PERSON SIGNING John L. Maltbie, County Manager	
TITLE Executive Officer		ADDRESS Office of the County Manager County Government Center, Redwood City, CA 94063	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$1,500,000.00	PROGRAM/CATEGORY (CODE AND TITLE) Capital Outlay	FUND TITLE Calif. Clean Water... Safe Neighborhood...	Department of General Services Use Only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$-0-	(OPTIONAL USE) Coastal Access Coastal Trail		
TOTAL AMOUNT ENCUMBERED TO DATE \$1,500,000.00	I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		
SIGNATURE OF ACCOUNTING OFFICER ▷		T.B.A. NO.	B.R. NO.
		DATE	

I Certify that this grant agreement/  
~~contract agreement~~ is exempt from  
department of General Services approval.

**SCOPE OF AGREEMENT** (Continued)

The grantee shall provide any instruments or other documents under this agreement which are needed to complete the acquisition of the real property.

**CONDITIONS PRECEDENT TO ACQUISITION AND DISBURSEMENT**

The grantee shall not acquire the real property and the Conservancy shall not be obligated to disburse any funds under this agreement unless and until the following conditions precedent have been met:

1. A resolution has been adopted by the Board of Supervisors of the grantee authorizing the execution of this agreement and approving its terms and conditions.
2. The Executive Officer of the Conservancy ("the Executive Officer") has reviewed and approved in writing:
  - a. All title and acquisition documents pertaining to acquisition of the real property, including, without limitation, appraisals, preliminary title reports, agreements for purchase and sale, environmental assessments, escrow instructions, and instruments of conveyance.
  - b. The number, location, design, and wording of signs and placards to be placed on the real property as provided in the "SIGNS" section of this agreement.
  - c. A signed and acknowledged Irrevocable Offer to Dedicate Title in Fee offering to permanently dedicate the real property for open space and habitat conservation, public access and outdoor recreation. The offer shall be recorded concurrently with the instrument conveying title to the real property to the grantee.
3. The purchase price of any interest in land purchased under this agreement may not exceed fair market value as established by the approved appraisal.

**COSTS AND DISBURSEMENTS**

Upon satisfaction of all provisions of the "CONDITIONS PRECEDENT TO ACQUISITION AND DISBURSEMENT" section of this agreement, the Conservancy shall disburse a total amount not to exceed one million five hundred thousand dollars (\$1,500,000), as follows:

**COSTS AND DISBURSEMENTS** (Continued)

The purchase price, plus closing costs consisting of escrow, recording and title insurance fees to the extent not included in the purchase price, shall be disbursed directly into an escrow account established for the acquisition.

The grantee shall request disbursement for the acquisition by sending a letter to the Conservancy. The grantee shall include in the letter the name and address of the grantee, the number of this agreement, the date, the amount to be disbursed, and a description of the items for which disbursement is requested. Additionally, the letter shall include the name, address and telephone number of the title company or escrow holder and the escrow account number to which the funds will be disbursed. The letter shall be signed by an authorized representative of the grantee. Failure to send the required letter will relieve the Conservancy of its obligation to disburse funds.

**TERM OF AGREEMENT**

This agreement shall be deemed executed and effective when signed by both parties and received in the offices of the Conservancy together with the resolution described in "CONDITIONS PRECEDENT TO ACQUISITION 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.

The term of this agreement shall run from its effective date through December 31, 2023 ("the termination date").

**COMPLETION DATE**

The grantee shall complete acquisition of the real property no later than August 31, 2003 ("the completion date").

Prior to the completion date, either party may terminate this agreement for any reason by providing the other party with seven days notice in writing.

If the Conservancy terminates prior to the completion date, the grantee shall take all reasonable measures to prevent further costs to the Conservancy under this agreement. 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, but only up to the unpaid balance of funding authorized in this agreement.

**AUTHORIZATION**

The signature of the Executive Officer on the first page of this agreement certifies that at its February 27, 2003 meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit B. This agreement is executed pursuant to that authorization.

Standard Provisions

**ESSENTIAL PROVISIONS OF IRREVOCABLE OFFER TO DEDICATE TITLE IN FEE**

The Irrevocable Offer to Dedicate Title in Fee by which the grantee offers to dedicate title to the real property shall include the following essential provisions, and shall be recorded concurrently with the instrument that conveys title to the real property to the grantee.

1. The real property was acquired by the grantee pursuant to a grant of funds from the State Coastal Conservancy, an agency of the State of California, for the purpose of open space and habitat conservation, public access and outdoor recreation, and no use of the real property inconsistent with that purpose is permitted.

Without limitation, the grantee shall not use or allow the use of any portion of the real property for mitigation (in other words, to compensate for adverse changes to the environment elsewhere) without the written permission of the Executive Officer. All funds generated in connection with any authorized or allowable mitigation on the real property shall be remitted promptly to the Conservancy until the Conservancy has been fully paid for all of its past, present, and future costs with respect to the real property, including, without limitation, staff, planning, development, restoration, operation and maintenance, and monitoring costs, and acquisition costs at fair market value as of the time mitigation is to begin.

2. The real property (including any portion of it or any interest in it) may not be used as security for any debt without the written approval of the State of California, acting through the Executive Officer of the Conservancy, or its successor.
3. The real property (including any portion of it or any interest in it) may not be transferred without the approval of the State of California, through the Executive Officer of the Conservancy, or its successor.
4. The grantee is obligated to use, manage, operate and maintain the real property as described in the "USE, MANAGEMENT, OPERATION AND MAINTENANCE" section of California State Coastal Conservancy Grant Agreement No. 02-202, as it may be amended from time to time.
5. If the existence of the grantee ceases for any reason or if any of the essential provisions stated above are violated, all of the grantee's right, title and interest in the real property shall automatically vest in the State of California for the benefit of the Conservancy or its successor, upon acceptance of the real property and approval by the State Public Works Board; provided, however, that the State, through the Executive Officer of the Conservancy, or its successor, may designate another public

**ESSENTIAL PROVISIONS OF IRREVOCABLE OFFER TO DEDICATE TITLE  
IN FEE** (Continued)

agency or a nonprofit organization to accept the right, title and interest, in which case vesting shall be in that agency or organization rather than in the State.

6. The offer is irrevocable.

**SIGNS**

*The grantee shall erect and maintain a sign (or signs) visible from the nearest public roadway directing the public to the project and acknowledging Conservancy assistance and displaying the Conservancy's logo. The Conservancy shall provide specifications for the sign(s) to the grantee for this purpose. The sign(s) erected by grantee shall also acknowledge that the project has been funded by the Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Act of 2000 (Proposition 12), in a manner consistent with the requirements of Proposition 12 and with the "Sign Guidelines" promulgated by the California Resources Agency, attached as Exhibit C. The grantee may incorporate the acknowledgment required by this section into other signs in a manner 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 source(s) of funding. The grantee shall submit plans describing the number, design, placement and wording of the signs, or the specifications of a proposed, alternative method.*

**USE, MANAGEMENT, OPERATION AND MAINTENANCE**

The grantee shall use, manage, operate and maintain the real property in a manner consistent with the purpose of the acquisition. The grantee further assumes all management, operation and maintenance costs associated with the real property, including the costs of ordinary repairs and replacements of a recurring nature, and costs of enforcement of regulations. The Conservancy shall not be liable for any cost of such management, operation or maintenance. The grantee shall refrain from developing or otherwise using any other property it owns or controls in the vicinity of the real property in such a way as to interfere with or inconvenience the use, management, operation or maintenance of the real property or to detract from the purpose of the acquisition. The grantee may be excused from its obligations for management, operation and maintenance only upon the written approval of the Executive Officer of the Conservancy or his or her successor.

**USE, MANAGEMENT, OPERATION AND MAINTENANCE** (Continued)

*Mitigation.* Without the written permission of the Executive Officer, the grantee shall not use or allow the use of any portion of the real property for mitigation (in other words, to compensate for adverse changes to the environment elsewhere). All funds generated in connection with any authorized or allowable mitigation on the real property shall be remitted promptly to the Conservancy until the Conservancy has been fully paid for all of its past, present, and future costs with respect to the real property, including, without limitation, staff, planning, development, restoration, operation and maintenance, and monitoring costs, and acquisition costs at fair market value as of the time mitigation is to begin.

**LIABILITY**

The grantee shall be responsible for, indemnify and save harmless the Conservancy, its officers, agents and employees from any and all liabilities, claims, demands, damages or costs resulting from, growing out of, or in any way connected with or incident to this agreement, except for active negligence of the Conservancy, its officers, agents or employees. The duty of the grantee to indemnify and save harmless includes the duty to defend as set forth in Civil Code Section 2778. This agreement supersedes the grantee's right as a public entity to indemnity (see Gov. Code Section 895.2) and contribution (see Gov. Code Section 895.6) as set forth in Gov. Code Section 895.4.

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.

**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 Practices" ("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 the acquisition, use, management, operation and maintenance of the real property. The grantee shall maintain adequate supporting records in a manner that permits tracing of transactions from the request for disbursement forms to the accounting records and to the supporting documentation.

**AUDITS/ACCOUNTING/RECORDS** (Continued)

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 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 records related to the acquisition for three years following the date of final disbursement for the acquisition by the Conservancy. All other records shall be retained by the grantee for three years following the later of final payment and the final year to which the records pertain. The records shall be subject to examination and audit by the Conservancy and the Bureau of State Audits 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.

**NONDISCRIMINATION CLAUSE**

During the performance of this agreement, the grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, medical condition, marital status, age (over 40), or denial of family-care leave, medical-care leave, or pregnancy-disability leave. The grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations (California Code of Regulations, Title 2, Section 7285.0 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated into this agreement. 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. This nondiscrimination clause shall be



**NONDISCRIMINATION CLAUSE (Continued)**

included in all contracts and subcontracts entered into to perform work provided for under this agreement.

**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 State, this agreement is not assignable by the grantee either 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.

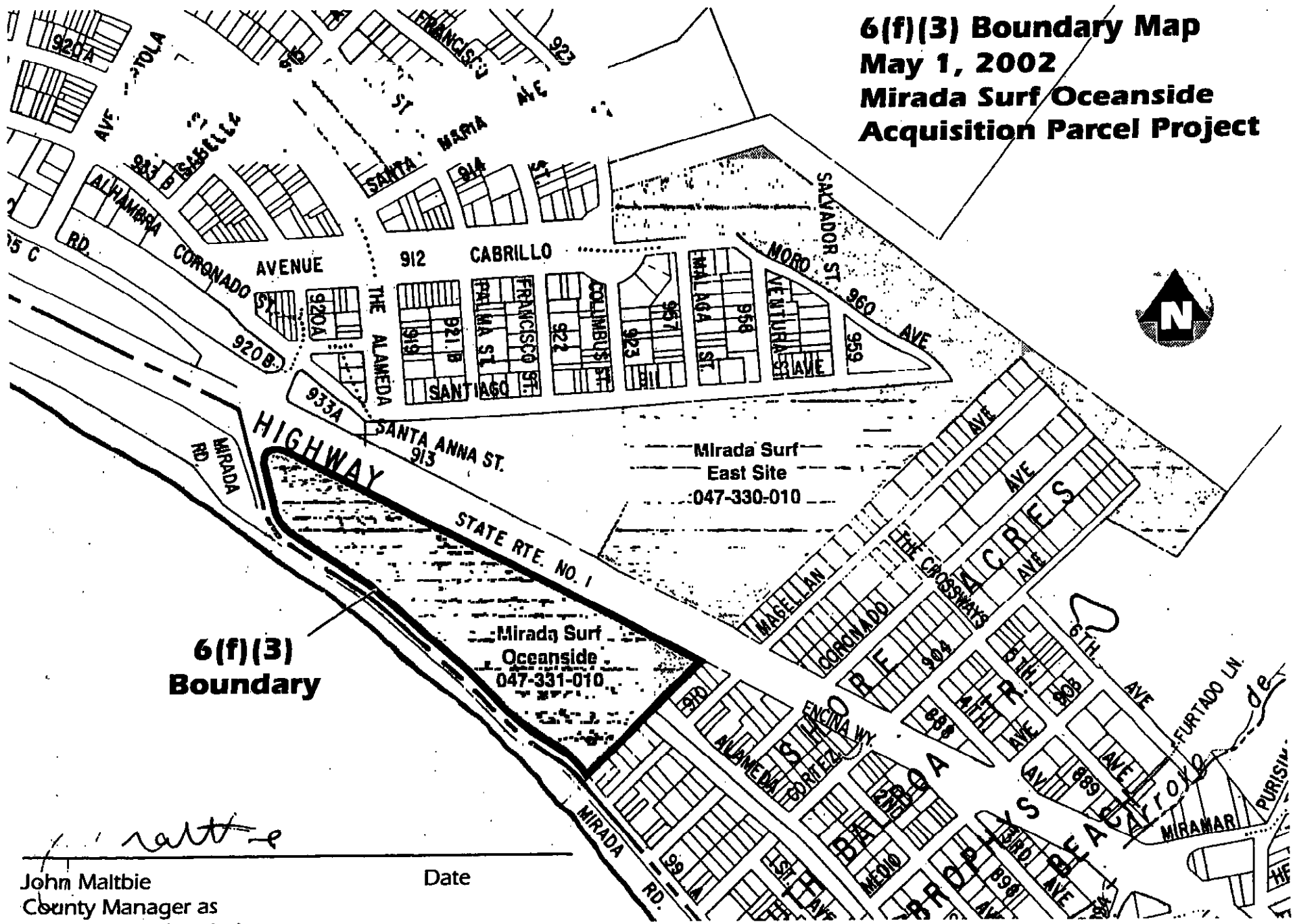
**AMENDMENT**

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.

**LOCUS**

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

# 6(f)(3) Boundary Map May 1, 2002 Mirada Surf Oceanside Acquisition Parcel Project



**6(f)(3)  
Boundary**

*John Maltbie*  
 \_\_\_\_\_  
 John Maltbie  
 County Manager as  
 Authorized in Resolution

\_\_\_\_\_ Date

**MIRADA SURF ACQUISITION**

**Agenda Item 11.**

**February 27, 2003**

COASTAL CONSERVANCY

Project Summary  
February 27, 2003

MIRADA SURF ACQUISITION

File No. 02-051  
Project Manager: Prentiss F. Williams

RECOMMENDED ACTION: Authorization to disburse up to \$1,600,000 to the County of San Mateo towards the acquisition of the Mirada Surf property, and for planning and design of a segment of the Coastal Trail.

LOCATION: On the west side of Highway 1, just north of the City of Half Moon Bay, 20 miles south of San Francisco (Exhibit 1)

PROGRAM CATEGORY: Coastal Access

ESTIMATED COST:		
	Coastal Conservancy	\$ 1,500,000
	County of San Mateo	3,000,000
	Other Grants	<u>1,500,000</u>
	Acquisition Total:	\$ 6,000,000
	<u>Coastal Trail Planning &amp; Design</u>	
	Coastal Conservancy	<u>\$ 100,000</u>
	<b>Project Total:</b>	<b>\$ 6,100,000</b>

It is anticipated that the sources of funds would be the Conservancy's FY 2000/01 appropriation for the Coastal Trail from the Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000 (Proposition 12) and the Conservancy's FY 02/03 appropriation from the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Fund (Proposition 40).

PROJECT SUMMARY: The proposed project consists of a grant to the County of San Mateo to complete the second phase of an acquisition of 49 acres of coastal property known as Mirada Surf located just south of the community of El Granada and just north of the City of Half Moon Bay along State Highway 1 (see Exhibits 1 and 2) and for the planning and design of a section of the Coastal Trail to be located on the western portion of the prop-

erty. The County completed the first phase of the acquisition in January 2002 with its purchase of the 34-acre portion of the property lying east of Highway 1 (Mirada East). The second phase of the acquisition would secure the 15 acres lying west of Highway 1 (Mirada West).

The Mirada Surf property, East and West, would be incorporated into the County's system of regional parks and would be managed primarily for passive recreation such as hiking and beach access. Acquisition of Mirada East provides a connection from Highway 1 inland and connects with Quarry Park, a heavily used county park (Exhibit 3). Public acquisition of Mirada West would provide an immediate opportunity to complete a missing link in a 14-mile section of the Coastal Trail that extends from Pillar Point Harbor through the City of Half Moon Bay (Exhibit 4). Upon acquisition of Mirada West, the County would prepare plans for the completion of this link.

In addition to providing recreational access for visitors, this portion of the Coastal Trail links residential communities north of Mirada Surf to jobs and businesses found in the City of Half Moon Bay and other areas south of Mirada Surf. This segment of the Coastal Trail also serves as a non-motorized commute route for farm-workers and for children and youth traveling between the El Granada area and the City of Half Moon Bay. With a relatively flat topography on the bluff, any future trails would be designed to accommodate wheelchair users and other mobility-impaired visitors. Additionally, this segment of the Coastal Trail is located closer to the shoreline than many segments of the trail in this region, offering beach views to the trail user. Acquisition of Mirada West would also enable the restoration of areas damaged by informal hiking trails and would preserve unobstructed coastal views from Highway 1.

Together with Mirada East, the acquisition of Mirada West would complement the recent acquisition by the Peninsula Open Space Trust (POST) of the 4,262-acre Rancho Corral de Tierra, which is itself adjacent to other significant public open spaces (Exhibit 5). It would also provide a corridor to the coast from all of these areas, allowing for trail connections between the California Coastal Trail and the Bay Area Ridge Trail and other inland trail systems.

COASTAL CONSERVANCY

Staff Recommendation  
February 27, 2003

**MIRADA SURF ACQUISITION**

File No. 02-051  
Project Manager: Prentiss F. Williams

**STAFF  
RECOMMENDATION:** Staff recommends that the State Coastal Conservancy adopt the following Resolution pursuant to Sections 31400 *et. seq.* of the Public Resources Code:

“The State Coastal Conservancy hereby authorizes the disbursement of an amount not to exceed one million six hundred thousand dollars (\$1,600,000) to the County of San Mateo (the County) with \$1,500,000 of the funds to be used for acquisition of the Mirada Surf property and applied to the purchase of the portion of that property located west of Highway 1 in San Mateo County (Assessor’s Parcel No. 047-331-010), as shown on Exhibit 2 of the accompanying staff recommendation, and with \$100,000 of the funds to be used for planning and design of a section of the Coastal Trail, subject to the following conditions:

1. Prior to the disbursement of funds for acquisition, the County of San Mateo shall submit for the review and approval of the Executive Officer of the Conservancy:
  - a. All relevant acquisition documents, including but not limited to, appraisals, agreements of purchase and sale, escrow instructions and documents of title necessary to the acquisition of the property
  - b. Evidence that the County has available all funds necessary to complete the acquisition.
  - c. A signing plan for the project acknowledging Conservancy participation.
2. Prior to the disbursement of funds for trail planning, the County shall submit for review and approval of the Executive Officer of the Conservancy:
  - a. A work plan, budget and schedule for the preparation of the trail plan.

- b. The names and qualifications of any contractors to be employed to carry out the work plan.
  - c. Evidence that the County has taken title to the Mirada West parcel.
3. The County shall pay no more than fair market value for the Mirada Surf property acquired pursuant to this authorization, as established in an appraisal approved by the Executive Officer of the Conservancy.
  4. The Conservancy and Proposition 12 funding shall be acknowledged by erecting and maintaining on the property a sign or signs, the design and placement of which has been reviewed and approved by the Executive Officer.
  5. The County shall incorporate the guidelines of the Conservancy's 'Standards and Recommendations for Accessway Location and Development' into the planning and design criteria for the Coastal Trail segment on the property.
  6. The County shall permanently dedicate the property for open space and habitat conservation, public access and outdoor recreation, in a manner acceptable to the Executive Officer."

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 project is consistent with the purposes and objectives of Sections 31400 *et seq.* of the Public Resources Code regarding access to the coast
2. The proposed project is consistent with the Project Selection Criteria and Guidelines adopted by the Conservancy on January 24, 2001
3. The project will serve greater than local needs."

**STAFF DISCUSSION:**

Project Description: The proposed project entails a grant of \$1,600,000 to the County of San Mateo for completion of the acquisition of the Mirada Surf property, located along Highway 1, just north of the community of El Granada in the County of San Mateo (Exhibit 1) and for planning and design of a segment of the Coastal

Trail to be located on the portion of the property lying west of Highway 1. \$1,500,000 of the proposed Conservancy grant would be used to acquire the western portion of the Mirada Surf property and the remaining \$100,000 would be used for planning and design of a segment of the Coastal Trail to be constructed on that parcel.

On January 2002 the County of San Mateo closed escrow on the 34-acre eastern portion of the Mirada Surf property, known as Mirada East. The acquisition of the western portion, known as Mirada West (Exhibit 2), would complete the County's two-phase acquisition of 49 acres of open space for incorporation into the County's system of regional parks.

The County's acquisition of Mirada West would provide an immediate opportunity to complete a missing link in a 14-mile section of the Coastal Trail that extends from Pillar Point Harbor through the City of Half Moon Bay (Exhibit 4). Upon acquisition of Mirada West, the County would prepare plans for the completion of this link. Acquisition of Mirada West would also enable the restoration of areas damaged by informal hiking trails and would preserve coastal views from Highway 1. The site also has the potential to support picnicking, nature study, and beach activities. The combination of parcels that make up Mirada Surf would allow for trail connections to the California Coastal Trail and the Bay Area Ridge Trail.

As can be seen from Exhibit 4, the Mirada Surf property is in proximity to a number of other public and open space lands in the area. Together with Mirada East, the acquisition of Mirada West would complement the recent acquisition by the Peninsula Open Space Trust (POST) of the 4,262-acre Rancho Corral de Tierra, which is itself adjacent to other significant public open spaces. The County's acquisition of Mirada West will provide a corridor to the coast from all of these areas, including the Golden Gate National Recreation Area and the San Mateo County San Pedro Valley Park. Locally, it will also link visitors to the mid-coast system of beaches such as the Half Moon Bay State Beaches, and the El Granada, Miramar, Naples, Dunes, Venice, and Elmar Beaches.

While a master plan process must be completed before the development of recreational facilities on Mirada East, permanent protection of the Mirada Surf property as parkland would allow for passive public recreation (walking hiking, bird watching, etc.) and for the restoration and protection of environmentally sensitive areas on the property. Acquisition of the site would have an immediate benefit to the quality, quantity, and variety



of recreational opportunities in the area. The general public currently uses the property for hiking, walking and jogging. Occurring on private land, without the permission of the landowner, these recreational activities could be considered trespassing. Acquisition of the site would legitimize the current uses. Acquisition of Mirada West would enable the development of trails that comply with the County's Trail Master Plan and ADA standards, and would also allow the County to undertake erosion control measures and restoration of the wetlands and riparian areas found on the property.

Further, the proposed acquisition would prevent private development of the property that would greatly decrease the level of public access available on the site. Because the bluff at the Mirada West site is slowly, but steadily receding (as are most bluffs along the San Mateo coast), any trail constructed there will have to be set well back from the bluff edge to assure long-term stability. If not acquired by the County, the most likely development scenario for Mirada West is the construction of three to four large homes on the property. Although it is likely that a public right-of-way along the bluff would be required as part of any development permit, it is unlikely that the County could obtain a public right-of-way wide enough to date the set back needed for a stable trail. Any trail constructed in conjunction with a development permit would be squeezed in between the development and the eroding bluff edge. Further, development of Mirada West would all but eliminate the coastal views from Highway 1 and surrounding public beaches. Should the Mirada West property not be purchased, it is likely that the current owners would resume their efforts to develop the property.

<b>ESTIMATED COST:</b>	
<u>Acquisition</u>	
Coastal Conservancy	\$ 1,500,000
County of San Mateo	3,000,000
Other Grants	<u>1,500,000</u>
<b>Acquisition Total:</b>	<b>\$ 6,000,000</b>
<u>Coastal Trail Planning &amp; Design</u>	
Coastal Conservancy	<u>\$ 100,000</u>
<b>Project Total:</b>	<b>\$ 6,100,000</b>

It is anticipated that the sources of funds would be the Conservancy's FY 2000/01 appropriation for the Coastal Trail from the Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000 (Proposition 12) and the Conservancy's FY 02/03 appropriation from the California

Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Fund (Proposition 40).

**Site Description:** The Mirada Surf property consists of 49 acres that straddle Highway 1. The 34-acre portion on the east side of Highway 1, known as Mirada East, consists of wooded upland areas and a small seasonal wetland. The remaining 15 acres lying west of Highway 1, known as Mirada West, consists primarily of a flat coastal bluff, which affords unobstructed coastal views from Highway 1. Mirada East connects to an existing County park (Quarry Park) and will likely be developed for more active recreational uses such as playing fields. Mirada West is better suited to passive recreational uses such as hiking and bird watching. Due to the relatively flat nature of the topography, it would also be possible to develop a trail that would accommodate wheelchair-bound visitors and others with mobility challenges.

A lighted signal on Highway 1 was recently installed by CalTrans at the northeast corner of the site, providing protected access for residents and visitors from the east side of the Highway. The light also provides protected crossing for those using the SanTrans bus system, which provides a bus stop just to the northeast of the site. The Mirada Surf property is accessible by car from all of San Mateo County and the rest of the Bay Area. Currently automobiles park along Highway 1 and on neighborhood streets. Future development of Mirada East is likely to include parking spaces.

*There is a seasonal wetland and creek located on the southern portion of Mirada West. The creek is vegetated by a healthy willow plant community known as Central Coast Riparian Scrub and is considered to be a sensitive habitat by California Department of Fish and Game. The habitat is rated as threatened in its listing in the California Natural Diversity Database. The wetlands and small pond support hydrophytic species as well as mature cypress and pine trees. These trees serve as resting habitat for raptors that are feeding in the adjacent ruderal grasslands. In addition, numerous bird species use the open grasslands, seasonal wetlands, and riparian corridors as both forage and resting areas, or for nesting.*

**Project History:** The Mirada Surf property, both East and West, has been used informally by the local community for decades. Ready access to the property was largely taken for granted until 1998 when the property's owners began pursuing permits for a 35-unit subdivision on both the east and west parcels. Local community

groups opposed to the development proposal began a campaign for public acquisition of the entire 49-acre property. The property owners continued to pursue development permits for the property, but at the same time began exploring the possibility of a purchase by the County. After many months of negotiations, the County secured a purchase option for the entire property for a total price of \$6,000,000. The owners agreed to sell the property in two phases, and in January 2002 the County completed Phase 1: the purchase of Mirada East.

**PROJECT SUPPORT:** The proposed acquisition has the strong support of several state legislators, including Senators Jackie Speier and Byron Sher, and Gene Mullin and Joe Simitian, as well as Congresswoman Anna Eshoo. Members of the Mid-Coast Community Council, the San Mateo County Commission on Disabilities, and the San Mateo County Harbor District have all expressed their support for the proposed project, as have a number of non-profit organizations, including the San Mateo County Parks and Recreation Foundation, Coastwalk, and the Committee for Green Foothills. Letters received by the Conservancy in support of the proposed acquisition of the Mirada Surf property are included in Exhibit 6.

**CONSISTENCY WITH  
CONSERVANCY'S  
ENABLING LEGISLATION:**

The proposed project is consistent with Chapter 9 of the Conservancy's enabling legislation, Division 21 of the Public Resources Code (Sections 31400-31405), regarding public access and enjoyment of coastal resources. Section 31400 states that the Conservancy shall have a principal role in the implementation of a system of public accessways to and along the state's coastline. Once completed, the County's acquisition of the Mirada Surf property would facilitate completion of a 14-mile segment of the coastal trail. In addition to providing recreational access for visitors, this portion of the Coastal Trail would link residential communities north of Mirada Surf to jobs and businesses found in the City of Half Moon Bay and other areas south of Mirada Surf. This segment of the Coastal Trail would serve as a non-motorized commute route for farm-workers and would provide a safe non-motorized route for youth traveling between the El Granada area and the City of Half Moon Bay. With a relatively flat topography on the bluff, any future trails would be designed to accommodate wheelchair users and other mobility-impaired visitors. Additionally, this segment of the Coastal Trail is located closer to the shoreline

than many segments of the trail in this region, offering beach views to the trail user. Thus, by assisting with the acquisition of the Mirada Surf property, the Conservancy would play an important role in achieving the purposes of Chapter 9.

Section 31400.1 allows the Conservancy to award grants to a public agency for acquisition and development of public coastal accessways that serve more than local public needs. Surveys conducted by the San Mateo County Department of Parks and Recreation have shown that more than 1.5 million people visit the beaches and trails of the mid-coast area annually. These visitors come from throughout the Bay Area and the state.

Section 31400.2 requires the Conservancy to consider a number of factors in determining the amount of funding for an access project. Consistent with this section, the proposed level of funding was evaluated relative to the total amount of funding available to the Conservancy for coastal access projects. Also consistent with this section, the fiscal resources of the applicant have been taken into account. In this case, the County of San Mateo has limited funds available for land acquisition for parks. In spite of fiscal constraints, the County was able to contribute \$3,000,000 to the project. The Conservancy funds are needed in order to secure the rest of the property.

Lastly, Section 31400.2 stipulates that the level of funding for an access project be determined by an application of factors prescribed by the Conservancy for the purpose of determining project eligibility and priority. Consistent with this requirement, and as discussed in greater detail in the section below, the project has been evaluated and found to be consistent with the Conservancy's project selection criteria and guidelines.

CONSISTENCY WITH  
CONSERVANCY'S  
STANDARDS AND  
RECOMMENDATIONS FOR  
ACCESSWAY LOCATION  
AND DEVELOPMENT:

The proposed accessways to be developed on the Mirada Surf property, although not yet designed, would be consistent in general terms with the Conservancy's "Standards and Recommendations" in the following respects: 1) any trails developed on the property would minimize the alteration of natural landforms and be subordinate to the setting's character and designed to protect sensitive habitats, (Standard No. 1); 2) the placement of the Coastal Trail on Mirada West well back from the bluff edge would serve to correct the current hazard posed

by erosion (Standard No. 2); 3) the development of the Coastal Trail on Mirada West would establish a trail on an ocean front parcel that would connect the shore with inland park systems (Standard No. 8); and 4) the trail developed on Mirada West would be made wheelchair accessible (Standard No. 13).

Further, in order to ensure that the design of the accessways conform to these standards, as a condition of the planning grant the County shall be required to incorporate the Conservancy guidelines into the planning process.

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

The proposed project is consistent with the Conservancy's Project Selection Criteria and Guidelines adopted January 24, 2001, in the following respects:

**Required Criteria**

**Promotion of the Conservancy's statutory programs and purposes:** As discussed in the "Consistency with Conservancy's Enabling Legislation" section above, the proposed project is consistent with Chapter 9 of the Conservancy's enabling legislation regarding public access and enjoyment of coastal resources.

**Consistency with purposes of the funding source:** The intended sources of the proposed grant would be the Conservancy's FY 2000/01 Proposition 12 appropriation for the coastal resource development and the Conservancy's FY 02/03 appropriation from Proposition 40.

The proposed grant will carry out the objectives of Proposition 12, since the grant funds will be used to acquire and develop the Coastal Trail and related public use facilities located in a coastal area within the Conservancy's jurisdiction. (Public Resources Code Section 5096.352(c)(4)). Consistent with Proposition 12, the proposed project would provide air quality benefits by facilitating pedestrian and bicycle transportation in the Highway 1 corridor between Pillar Point Harbor and the City of Half Moon Bay (Public Resources Code Section 5096.346(c)).

Consistent with the purposes of Proposition 40, the proposed project would be carried out in accordance with the provisions of the Conservancy's enabling legislation and would involve the preservation of a coastal resource. In addition, under Proposition 40, this project is entitled to priority since it involves substantial matching funds from both public and private sources.

**Support from the public:** As discussed in the "Project Support" section above, the proposed project has the support of many community groups and legislators.

**Location:** The project site is located entirely in the coastal zone on the west side of Highway 1.

**Need:** There is a significant deficiency of recreational trails in San Mateo County, particularly in the coastal regions of the County. The Mirada Surf acquisition would help meet some of this need. A recent needs analysis commissioned by the San Mateo County Parks and Recreation Division found that almost 70 percent of all San Mateo County residents reported using trails within the County Parks' system. Of these trails, the most heavily used was the coastal trail. Studies have also shown that the mid-coast region is heavily used by visitors from throughout the Bay Area and the State. The need for additional recreational facilities in the mid-coast region is a greater than the County of San Mateo has the resources to provide. The County has already contributed half of the purchase price from its own funds and cannot complete the second phase of the acquisition without outside funding. Should the County be unable to secure Mirada West, the owners have indicated that they will resume their efforts to develop the property. It is highly likely that these efforts would eventually succeed and the property would be developed with four or more large homes, obliterating coastal views and greatly reducing opportunities for coastal access and extension of the coastal trail.

**Greater-than-local interest:** With over 1.5 million visitors to the El Granada region (commonly referred to as the mid-coast) annually, acquisition of Mirada West is of critical importance to preserving passive recreational activities on the mid-coast. While no attendance numbers have been collected for the existing use of the Mirada Surf properties, anecdotal evidence including traffic congestion and parking conflicts, and numbers of visitors to nearby segments of the Coastal Trail suggests a tremendous need.

#### **Additional Criteria**

**Urgency:** The County's purchase option will expire on July 31, 2003. Having extended the option once as allowed by the original purchase agreement, a new purchase agreement would have to be negotiated with the property owners. They are reluctant to negotiate another extension. Should the County be unable to complete the acquisition of Mirada West, it is highly unlikely that there will be another opportunity for a public ac-

quisition. As discussed in the paragraphs above and in the staff discussion, should the County be unable to acquire the parcel, it is likely to be developed with several residences and much of its value to the public would be lost.

**Leverage:** As stated in the staff discussion above, the County has contributed one half of the purchase price for the Mirada Surf property. In addition, the County expects to receive additional funding to complete the project from a number of other sources, including private contributions. The proposed Conservancy grant would therefore be used to leverage \$4,500,000 in other funds.

**Realization of prior Conservancy goals:** The proposed project would make it possible to complete a 14-mile stretch of the Coastal Trail between Pillar Point Harbor and the City of Half Moon Bay. The completion of the Coastal Trail is a major long-range goal for the Coastal Conservancy.

**Cooperation:** Acquisition of the Mirada Surf parcels has been a collaborative effort of government, non-profits and community groups. With the support and encouragement of several community groups, the County contributed \$3 million for the purchase of Mirada East and countless hours of staff time in organizing grant-writing and other fund-development efforts. The California Department of Parks and Recreation has also supported the acquisition with a recommendation for over \$350,000 in funding from the Land and Water Conservation Fund. Non-profits such as the County Parks Foundation and the Committee for Green Foothills have committed to secure funding for the remainder of the acquisition cost.

**CONSISTENCY WITH  
THE COASTAL ACT:**

Section 30001.5 of the Coastal Act (Division 20 of the Public Resources Code) identifies as one of the State's basic goals for the coastal zone to:

“Maximize public access to and along the coast and maximize recreational opportunities in the coastal zone consistent with sound resources conservation principles and constitutionally protected rights of private property owners.” [Public Resources Code Section 30001.5(c)]

The primary purpose of the acquisition of Mirada West is to maximize public access to the coast in the mid-coast area. Because the County has been working with willing sellers and negotiated the acquisition at fair market value, the rights of private property owners would be protected.

Consistent with Section 30213 of the California Coastal Act, the proposed project would protect and encourage "lower cost visitor and recreational facilities. . . ." As noted above, acquisition of Mirada West would facilitate completion of a 14-mile segment of the Coastal Trail and would provide improved access to the beach. Trails and public beaches constitute no-cost recreational facilities and are available to people of all income levels.

**CONSISTENCY WITH  
LOCAL COASTAL  
PROGRAM POLICIES:**

Policy 10.35 of the Shoreline Access Component of the San Mateo County Local Coastal Plan (LCP) provides for the establishment "of priorities for expenditure of public funds, including Coastal Conservancy funds, based on maximizing public recreational opportunities. . . ." Specifically, Policy 10.35.c. states that: "Before public expenditures are made, assess the potential for adjacent private development to provide access improvements. Spend public money in areas where required improvements exceed what could be expected from private development."

In the case of the Mirada Surf property, any adjacent private development would greatly decrease the level of public access available on the site. Because the bluff at the Mirada West site is slowly, but steadily receding (as are most bluffs along the San Mateo coast), any trail constructed there will have to be set well back from the bluff edge to assure long-term stability. Although it is likely that a public right-of-way along the bluff *would be required as part of any development permit*, it is unlikely that the County could obtain a public right-of-way wide enough to accommodate the set back needed for a stable trail. Any trail constructed in conjunction with a development permit would be squeezed in between the development and the eroding bluff edge. Thus, consistent with Policy 10.35.c. the improvement required on Mirada West exceeds what could be expected *from private development*.

The acquisition of Mirada West would also enable the implementation of several policies contained in the "Recreation/Visitor Serving Facilities Component" of the LCP. Policy 11.13a of this component calls for the establishment of a Coastal Trail system that will connect major shoreline facilities to inland parks and facilities and will link existing and proposed recreation facilities along the coast. Consistent with this section, the proposed project would allow the County to fill in



a missing critical link in the Coastal Trail in this area, resulting in the completion of a 14-mile stretch of the trail.

Policy 11.24 of this component recommends a number of priorities for the expenditure of public funds on public recreation and visitor-serving facilities. As explained in the “Staff Discussion” above, public acquisition of the Mirada Surf property would be consistent with the following priorities:

- Improve and maintain existing public recreation areas in the Mid-Coast (Policy 11.24.a(1))
- Expand recreational opportunities through the provision of trails and youth hostels (Policy 11.24.a(3))
- Expand recreational use lands which are adjacent to and would expand the size of existing publicly owned recreation area (Policy 11.24.a(4))

Policy 11.29 of this component directs policy makers to “Request the State Coastal Conservancy to contribute funds to acquire land or interests in land in the areas surrounding public beaches, parks and nature preserves when private development would clearly damage the resource values of the public land.” As discussed in the “Staff Discussion” above, the Mirada Surf property is adjacent to a number public lands and its subdivision and subsequent development with private homes would surely have a negative impact on the public’s enjoyment of these areas as well as compromise the contiguity of the public trails. Expenditure of Conservancy funds to secure the Mirada Surf property for public ownership would therefore be consistent with Policy 11.29.

#### COMPLIANCE WITH CEQA:

The proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15325 of the CEQA Guidelines (14 Cal. Code of Regulations, Sections 15000 *et seq.*). Section 15325 exempts projects which, as here, involve “transfers of ownership interests in land in order to preserve open space.”

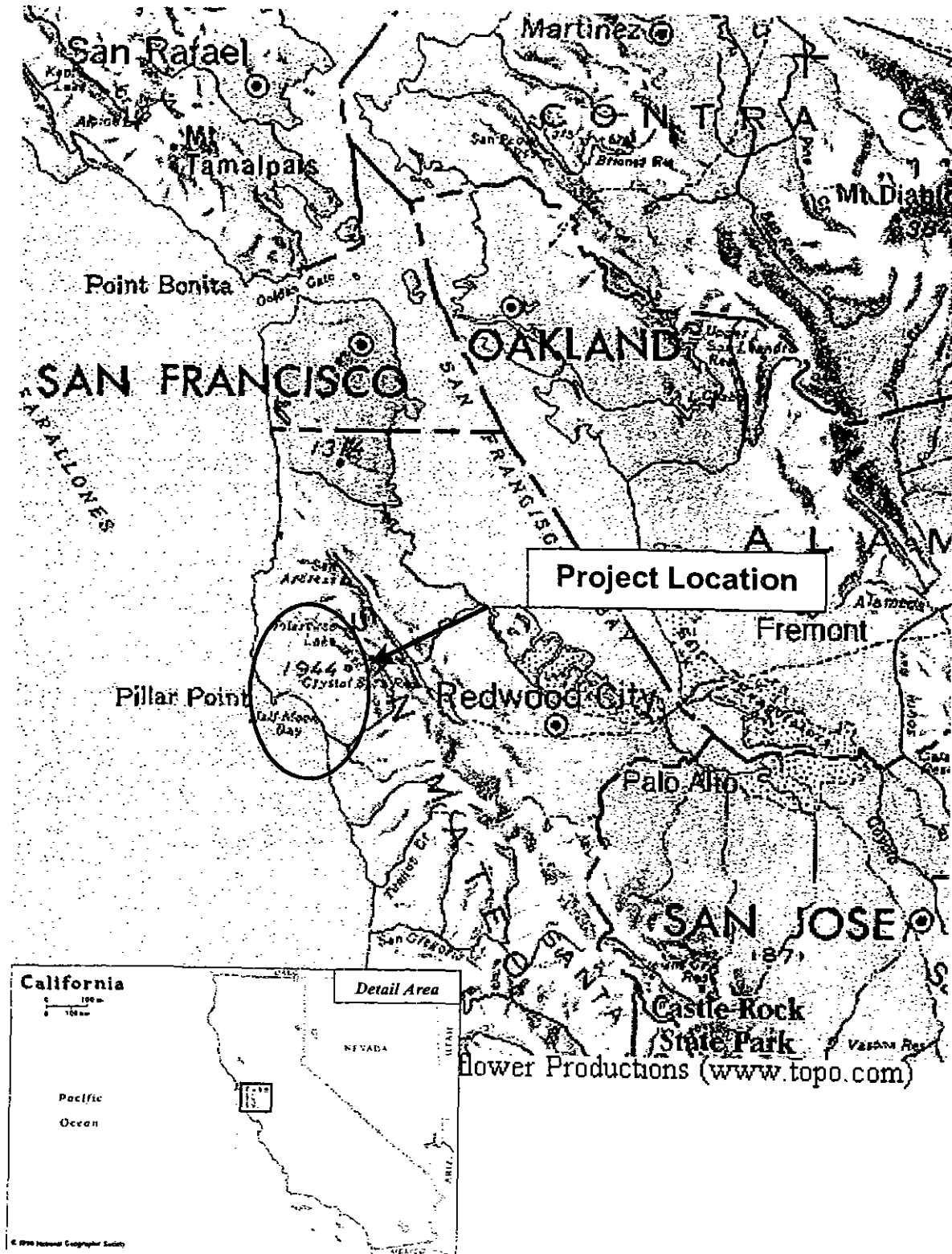
The proposed project is also exempt under Guidelines Section 15316, which exempts from CEQA review “. . . acquisitions of land for the purpose of establishing parks, where the land is in a natural condition and either a management plan for the park has not been prepared, or the management plan proposes to keep the area in a natural condition.”

The planning and design activities included in the proposed action are statutorily exempt from CEQA pursuant to Guidelines

Section 15262, which states that "A project involving only feasibility and planning studies for possible future actions which the agency, board or commission has not approved, adopted or funded does not require preparation of an EIR or Negative Declaration but does require consideration of environmental factors." As required by this Section, the County will take into account environmental factors in the planning and design of the Coastal Trail segment. This project does not include the funding of any construction activities.

Staff will file a Notice of Exemption upon approval of the project.

Exhibit 1  
Project Location



**6(f)(3) Boundary Map  
 May 1, 2002  
 Mirada Surf/Oceanside  
 Acquisition Parcel Project**



EXHIBIT 2

**6(f)(3)  
 Boundary**

Mirada Surf  
 East Site:  
 047-330-010

Mirada Surf  
 Oceanside  
 047-331-010

*John Maltbie*  
 John Maltbie  
 County Manager as  
 Authorized in Resolution

Date

Exhibit 3

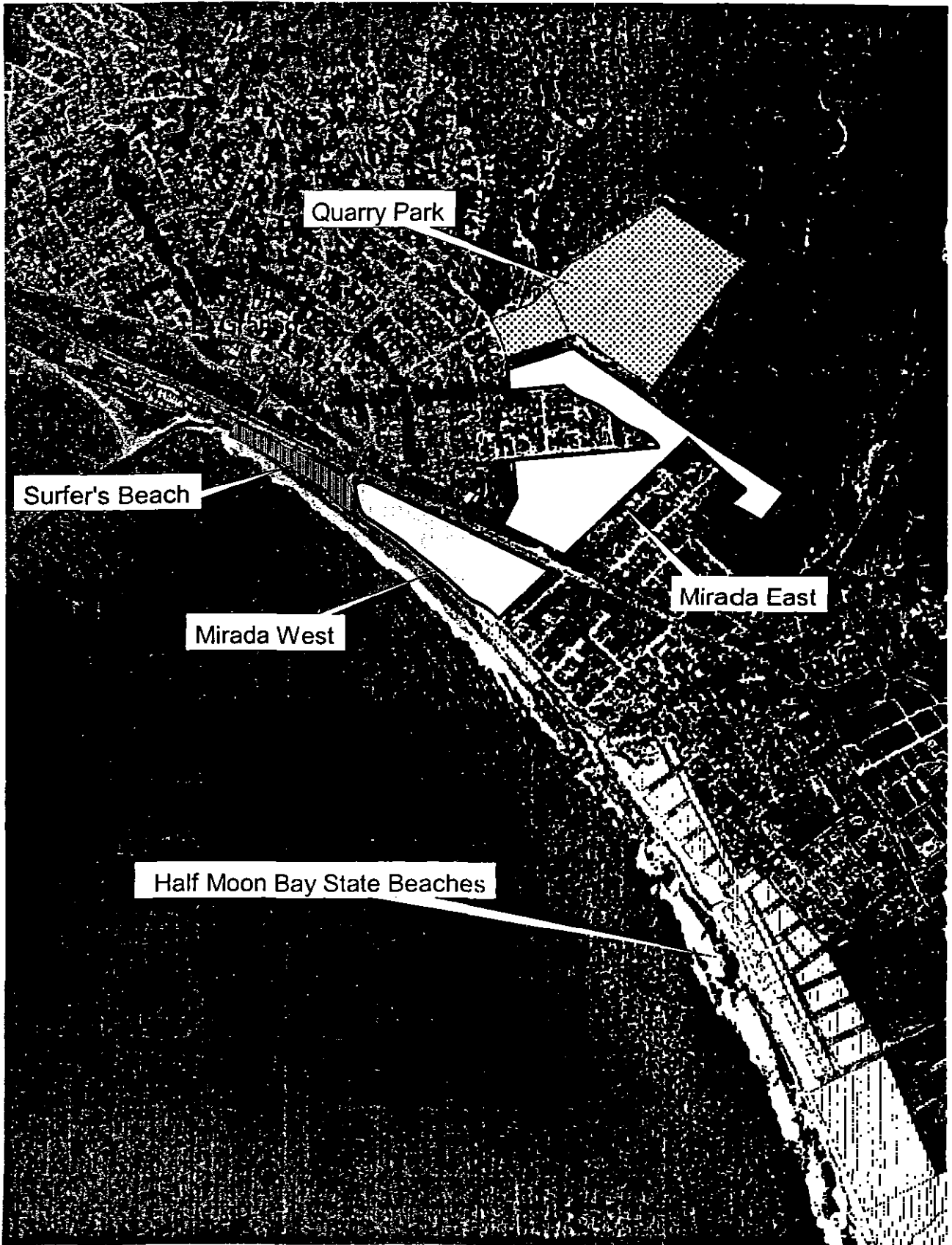


Exhibit 4  
Coastal Trail Links

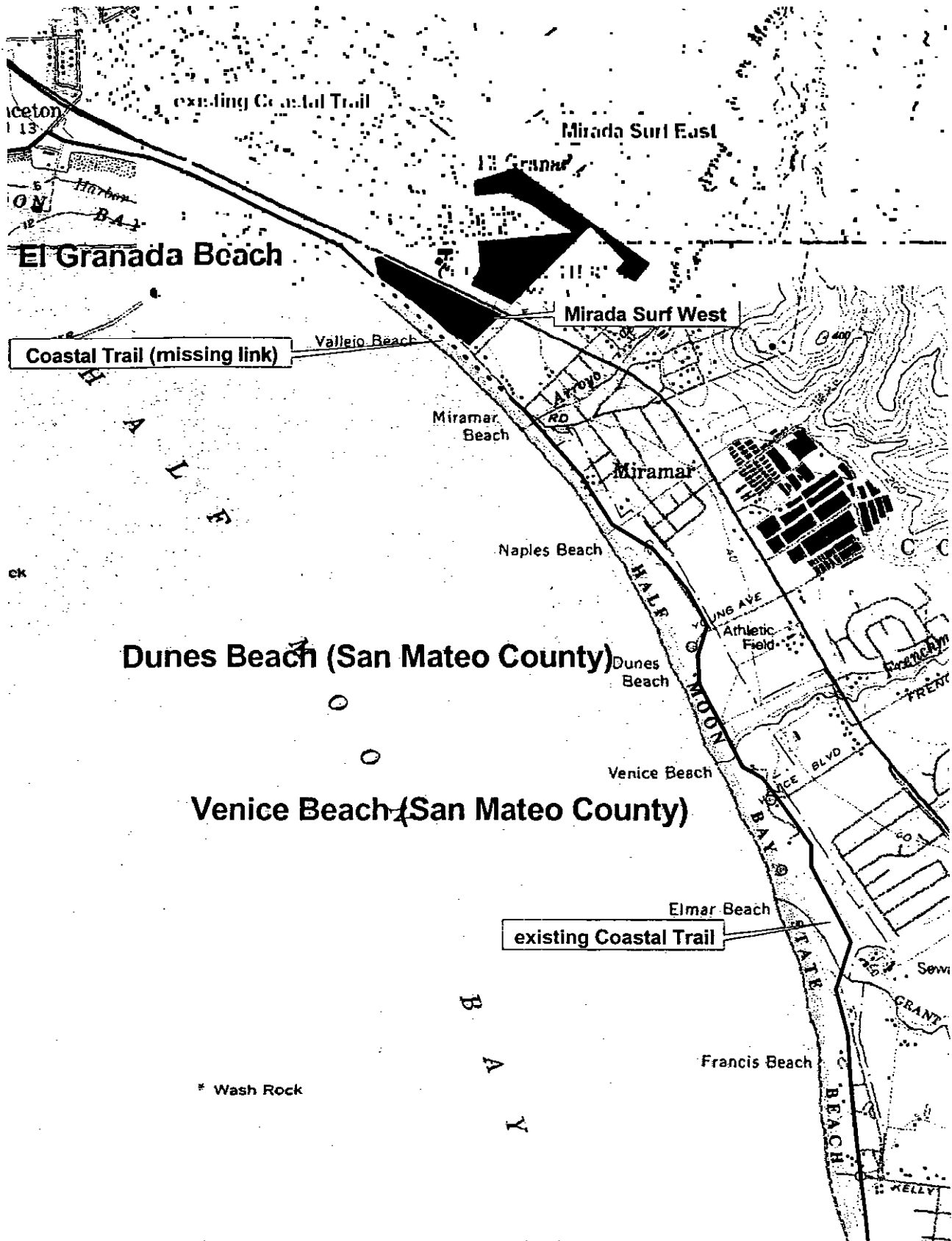
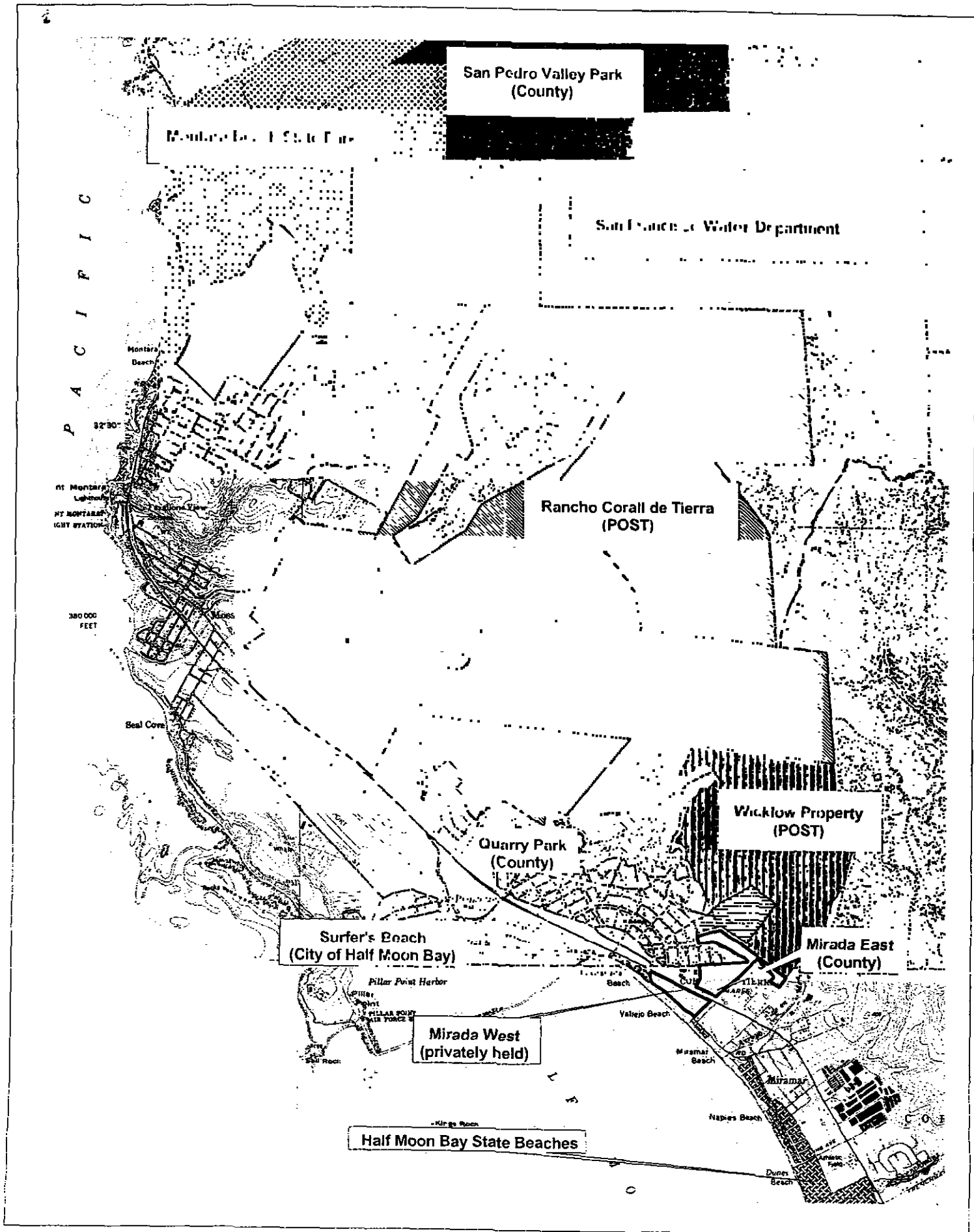


Exhibit 5



**EXHIBIT 6**

**Letters of Support**



Mr. Paul Morabito, Chairman  
California Coastal Conservancy  
1330 Broadway, 11<sup>th</sup> Floor  
Oakland, CA 94612

Feb. 6, 2003

Dear Mr. Morabito,

On Feb. 27 the Coastal Conservancy will be considering the issue of funding the purchase of the *Mirada Surf property in El Granada*. I strongly urge the Conservancy to approve this expenditure.

I live on the MidCoast and I value this area so very much. There are very few places along the highway where you can actually see the ocean from your car. For tourists, or commuters like myself, a view of the ocean is a treat, and one of the main reasons we are driving along Route 1 in the first place! Another reason this parcel is important is the fact that it is a walking path that is lovely and desperately needed as a link in the Coastal Trail. When I walk along the existing portion of the Coastal Trail I never cease to be amazed at how heavily it is used at any time of the day or night, but especially on weekends. With the *Mirada Surf link* it will be even more valued by citizens of California. A third reason for protecting this area is that it contains a variety of habitats at the edge of a populated area. The variety of birds, wildlife, and plant species is wonderful, and I hope we can protect their habitat by keeping this area from being developed.

Without Coastal Conservancy support it is doubtful that this property will ever end up in public ownership. The owners do have the right to build on that parcel, and that would be just a travesty. Please allocate the full 1.6 million dollars that is proposed.

Thank you very much.

Mary Hobbs  
P.O. Box 69, 881 Linda Vista  
Moss Beach, CA 94038

**RECEIVED**

FEB 06 2003

COASTAL CONSERVANCY  
OAKLAND, CALIF.

# San Mateo County Harbor District



## Board of Harbor Commissioners

James J. Tucker, President  
Leo Padreddii, Vice President  
Pietro Parravano, Secretary, Treasurer  
Sally R. Campbell, Commissioner  
Ken Lundie, Commissioner

General Manager  
Peter Grenell

February 6, 2003

Mr. Paul Morabito, Chairman  
California Coastal Conservancy  
1330 Broadway, 11<sup>th</sup> Floor  
Oakland, CA 94612

*Ref: Mirada Surf Property, San Mateo County*

Dear Mr. Morabito:

I am writing on behalf of the Board of Harbor Commissioners in support of a grant application submitted by San Mateo County for funds to acquire the western portion of the Mirada Surf property, at the south end of El Granada. Acquisition and improvement of this approximately 15-acre beachfront property will achieve several major coastal environmental goals:

- (1) Enabling completion of the Coastal Trail from Pillar Point Harbor south into the City of Half Moon Bay;
- (2) Provision of significant new coastal public access as a regional recreational destination for families, surfers, and travelers along the California coast;
- (3) Preservation from development of the last undeveloped coastal bluff in this area; and
- (4) Reduction of safety hazards and traffic congestion by providing new off-road parking area, and improved pedestrian access down the bluff to the beach.

The proximity of this location to the San Francisco Bay Area and to Pillar Point Harbor makes it an increasingly popular regional destination for beach and ocean users. The site's situation fronting Highway 1 on the east and the beach to the west, its generally level aspect, and its large size makes it especially well-suited to provide safe and convenient new public access to the shore.

Improvement of the property's bluff edge, while enabling safe access down to the beach, also will address the erosion concern and forestall the threat to Highway 1's stability already addressed by Caltrans to the north of this property.

The Coastal Conservancy has been working with, and supporting, the San Mateo County Harbor District's efforts to improve public access and address shoreline erosion concerns in Princeton in cooperation with San Mateo County's Recreation and Parks Division, the Coastal Commission, and Princeton shoreline property-owners. The Coastal Conservancy's financial support of this vital acquisition of the Mirada Surf property will provide the southern anchor to the Conservancy's priority coastal access efforts along Half Moon Bay. We urge your strong support for this project.

Sincerely,

**SAN MATEO COUNTY HARBOR DISTRICT**

  
James J. Tucker  
President, Board of Harbor Commissioners

cc: Julia Bott, Executive Director, San Mateo County Parks & Recreation Foundation  
Board of Harbor Commissioners  
Prentiss Williams, Project Manager



*Saving the California coast...one step at a time*

7207 Bodega Avenue Sebastopol, CA 95472 ☎ 707 829-6689 ✉ 800 550-6854 ☎ FAX 707 829-0326 🌐 www.coastwalk.org

2-4-03

Mr. Paul Morabito, Chairman  
California Coastal Conservancy  
1330 Broadway, 11<sup>th</sup> Floor  
Oakland, CA 94612

Re: Mirada Surf

Dear Mr. Morabito,

I am writing on behalf of the Board of Directors of Coastwalk to state our enthusiastic support for the Coastal Conservancy grant to the County of San Mateo supporting the acquisition of the Mirada Surf Oceanside parcel. Acquisition will result in a continuous path between Half Moon Bay and Pillar Point Harbor. The closeness of this site to Highway 1 is unique in this part of San Mateo County. That coupled with its proximity to the Harbor and the City of Half Moon Bay makes it a prime destination for residents of San Mateo and neighboring counties seeking to enjoy a day at the coast. It is also a favorite destination for tourists.

Coastwalk also strongly supports the portion of the grant dedicated towards the planning, design and environmental review of the California Coastal Trail segment proposed for this site.

Coastwalk promotes a continuous border-to-border California Coastal Trail (CCT) and for the protection of the coastline. We have long advocated for the completion of this missing link. We conduct hiking trips along the California coast. Our San Mateo Coastwalk has been walking along this part of the shore every summer for 15 years

We support this grant application and look forward to the completion of this missing link of the California Coastal Trail.

Sincerely

Richard Nichols  
Executive Director

RECEIVED

FEB 05 2003

CALIFORNIA COASTAL CONSERVANCY  
OAKLAND, CALIF.

## SIGN GUIDELINES

### **Authority:**

All projects funded by the "The Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Act of 2000" (2000 Parks Bond Act) must include a posted sign acknowledging the source of the funds following guidelines developed by the Resources Agency.

*Reference: Section PRC 5096.309*

### **Purpose:**

To inform the public that the 2000 Bond Acts that they voted for are providing public benefits throughout the State and that their Bond dollars are at work and helping make California a better place to live. This message will reinforce the need for additional funding for similar projects.

### **Universal Logo:**

All signs will contain a universal logo (as shown on the attached) that will be equated with the 2000 Bond Act statewide. The logo will be on a template, available through the Internet ([www.resources.ca.gov](http://www.resources.ca.gov)) and on disk. A disk can be requested from the grants administrator at no cost.

### **Tier I and Tier II:**

For the purposes of the sign guidelines only, all projects are divided into Tier I and Tier II projects:

**Tier I:** Projects using less than \$750,000 of Parks or Water Bond Act funds.

**Tier II:** Projects using more than \$750,000 of Parks or Water Bond Act funds and/or projects situated in areas of high public visibility. (such as near a freeway intersection).

(Archaeological sites are excluded)

### **Minimum Requirements: Tier 1**

The universal logo must be mounted in an area to maximize visibility and durability. The logo must be a minimum of 2'x2'. There is no maximum size. Exceptions are permitted in the case of trails, historical sites and other areas where these dimensions may not be appropriate. The logo must be posted no later than project completion.

A larger sign that includes the logo, other wording and acknowledgements may be posted. There is no maximum number of signs.

**Minimum Requirements: Tier II**

Two signs are required per project, one during construction and one upon project completion.

Sign while under construction:

The sign will use a white background and will contain the logo and the following language:

***(Description of Project)***

**Another project to improve California parks (coast, trails, urban parks, watersheds, etc.) funded by the 2000 Parks Bond –**

**Gray Davis, Governor**

Recommended size of Signs while under construction: minimum of 4.5' X 7.5'.

Project Completion Sign:

Upon completion of all Tier II projects, a sign will be posted that includes the Bond Logo. The logo on the sign must be a minimum of 2' X 2' and include the following wording:

***(Description of Project)***

**Another project to improve California parks (coast, trails, urban parks, watersheds, etc.) funded by the 2000 Parks Bond – *(in large font)***

*Optional Language: The Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Act of 2000 (the Villaraigosa-Keeley Act.)*

Director of State Department

*Mary Nichols, Secretary for Resources*

**Gray Davis, Governor**

The name of the director of the local agency or other governing body may also be added. The sign may also include the names (and/or logos) of other partners, organizations, individuals and elected representatives as deemed appropriate by those involved in the project.

**Sign Construction:**

All materials used shall be durable and able to resist the elements and graffiti. State Parks and CalTrans standards can be used as a guide for gauge of metal, quality of paints used, mounting specifications, etc.

**Sign Duration:**

The goal is to have project signs in place for a lengthy period of time, preferably a minimum of 2 years for Tier I project signs and 4 years minimum for Tier II projects signs.

**Sign Cost:**

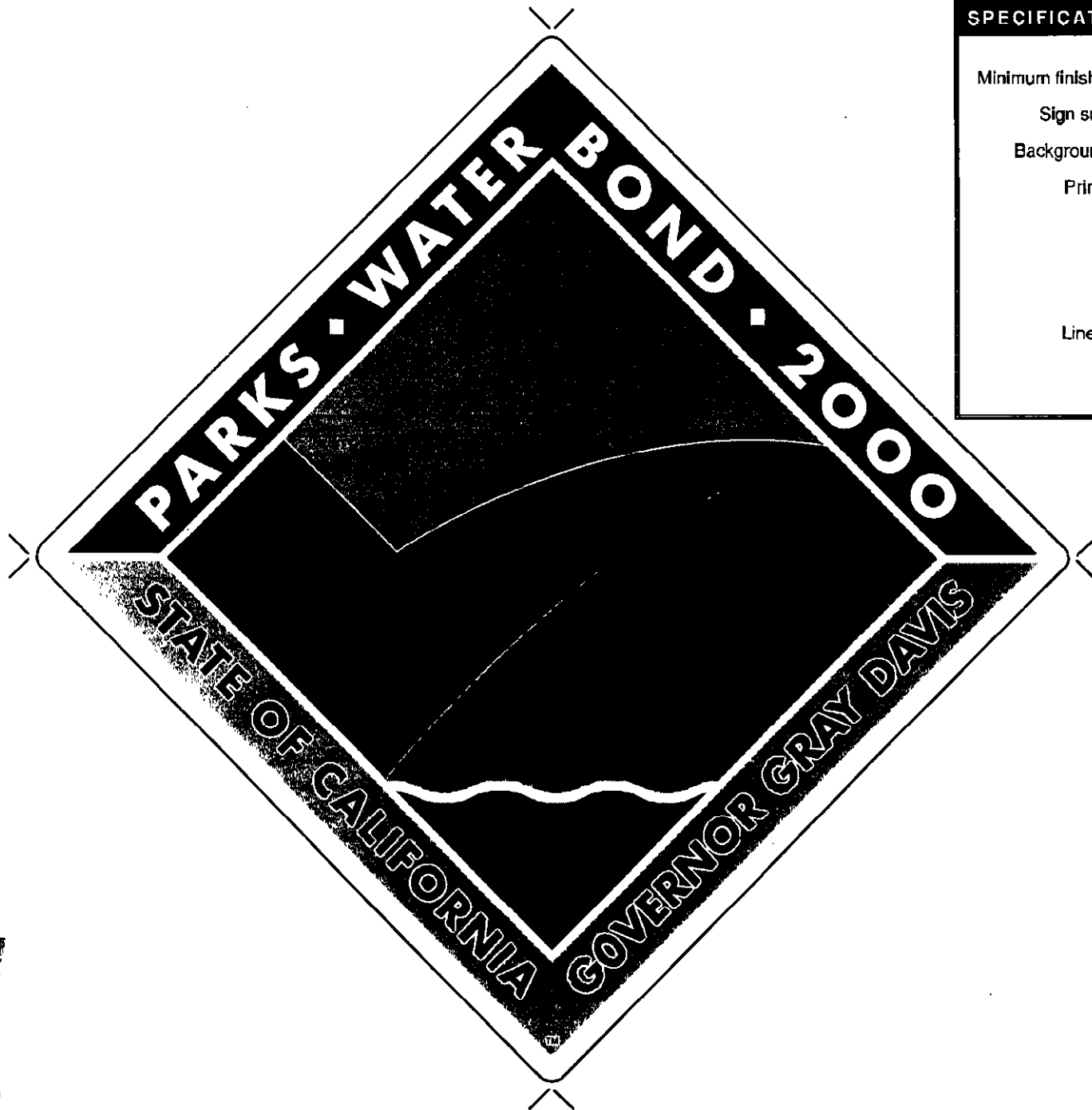
The cost of the sign(s) is an eligible project cost. Applicants should consider potential replacement costs as well. More durable signage is also encouraged; e.g. bronze memorials mounted in stone at trailheads, on refurbished historical monuments and buildings etc.

**Appropriateness of Signs:**

For projects where the required sign may be out of place (such as some refurbished cultural and historic monuments and buildings), the project officer/grants administrator in consultation with the applicant may authorize a sign that is tasteful and appropriate to the project in question. Alternate signage must be immediately recognizable as a Parks/Water Bond 2000 sign.

**Signs on State Highways:**

Signs placed within the state highway right-of-way may require a Caltrans encroachment permit. Contact your local Caltrans District Office early in the planning phases for more information.



#### SPECIFICATIONS

Minimum finished size: no smaller than 24" x 24"

Sign substrate: 0.050 aluminum with rounded corners

Background color: white

Print colors: dark blue — to match Pantone 301 CVC

light blue — 20% screen of dark blue

dark green — to match Pantone 341

light green — 50% screen of dark green

Line screen: no coarser than 45 lpi

Traps: 0.10" at 100% size (already built into artwork)

**STANDARD AGREEMENT**APPROVED BY THE  
ATTORNEY GENERAL

STD. 2 (REV. 5-91)

CONTRACT NUMBER 02-203	ALL NO.
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION 94-6000532	

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003,  
in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE Executive Officer	AGENCY State Coastal Conservancy	hereafter called the State, and
CONTRACTOR'S NAME County of San Mateo		hereafter called the Contractor

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter does hereby agree to furnish to the State services and materials as follows: (Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

**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 County of San Mateo ("the grantee") a sum not to exceed one hundred thousand dollars (\$100,000), subject to the terms and conditions of this agreement. These funds shall be used by the grantee to prepare a plan ("the plan" or "the project") for the development of a segment of the Coastal Trail on the "Mirada West" property located in an unincorporated area of San Mateo County, just north of the City of Half Moon Bay, as shown on Exhibit A, which is incorporated by reference and attached. The plan shall identify and provide the design for an appropriate alignment for the Coastal Trail on the Mirada West property and shall evaluate options for gaining access to the property from the south and north.

The grantee shall carry out the project in accordance with this agreement and a work

(Continued on following pages)

CONTINUED ON \_\_\_\_\_ SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY State Coastal Conservancy		CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.) County of San Mateo			
BY (AUTHORIZED SIGNATURE) ▷		BY (AUTHORIZED SIGNATURE) ▷			
PRINTED NAME OF PERSON SIGNING Samuel Schuchat		PRINTED NAME AND TITLE OF PERSON SIGNING John Maltbie, County Manager			
TITLE Executive Officer		ADDRESS Parks and Recreation Division 455 County Center, 4th Floor, Redwood City, CA 94603			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 100,000.00	PROGRAM/CATEGORY (CODE AND TITLE) Capital Outlay	FUND TITLE Safe Neighborhood...			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ -0-	(OPTIONAL USE) Mirada Surf Acquisition	Department of General Services Use Only			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 100,000.00	ITEM 3760-301-0005(4)(A)	CHAPTER 052	STATUTE 2000	FISCAL YEAR 00/01	
OBJECT OF EXPENDITURE (CODE AND TITLE) Coastal Access		I Certify that this grant agreement/ <del>contract agreement</del> is exempt from department of General Services approval			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.S.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER ▷		DATE			

CONTRACTOR     STATE AGENCY     DEPT. OF GEN. SER.     CONTROLLER



**SCOPE OF AGREEMENT** (Continued)

program to be approved by the Executive Officer of the Conservancy (“the Executive Officer”) pursuant to this agreement. 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**

The grantee shall not commence the project and the Conservancy shall not be obligated to disburse any funds under this agreement unless and until the following conditions precedent have been met:

1. A resolution has been adopted by the Board of Supervisors of the grantee authorizing the execution of this agreement and approving its terms and conditions.
2. The grantee has submitted for review and the Executive Officer has approved in writing:
  - a. The work program, budget and schedule for the project.
  - b. All contractors that the grantee intends to employ in connection with the project.
  - c. Evidence that the grantee has taken title to the Mirada West property.
3. The grantee shall incorporate the guidelines of the Conservancy’s “Standards and Recommendations for Accessway Location and Development” into the planning and design criteria for the Coastal Trail segment on the property.

**TERM OF AGREEMENT**

This agreement shall be deemed executed and effective 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.

**TERM OF AGREEMENT** (Continued)

This agreement shall run from its effective date through December 31, 2004 (“the termination date”) unless otherwise terminated or amended as provided in this agreement. However, all work shall be completed by September 30, 2004 (“the completion date”).

**AUTHORIZATION**

The signature of the Executive Officer of the Conservancy on this agreement certifies that at its February 27, 2003 meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit B. This agreement is executed pursuant to that authorization.

Standard Provisions

**WORK PROGRAM**

Prior to commencement of the project, the grantee shall submit a detailed work program to the Executive Officer for review and written approval as to its consistency with the terms of this 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 to be incurred to complete 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 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 request for contractor bids, submit the bid package for review and written approval of the Executive Officer. Upon approval by the Executive Officer, the grantee shall proceed with the bidding process. Prior to final selection, the grantee shall submit to the Executive Officer for written approval 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 implementation.

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**

All materials and work products produced by the grantee as a result of this agreement are the property of the Conservancy.

## **COSTS AND DISBURSEMENTS**

Upon determination by the Conservancy 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:

Disbursements shall be made on the basis of costs incurred to date, less ten percent, upon the grantee's satisfactory progress in accordance with the approved work program and upon submission of a "Request for Disbursement" form, which shall be submitted no more frequently than monthly but no less frequently than quarterly. Disbursement of the ten percent withheld shall be made upon (1) the grantee's satisfactory completion of the project, compliance with the "PROJECT COMPLETION" section of this agreement, and submission of a fully executed final "Request for Disbursement" form; and (2) the Conservancy's acceptance of the project.

The grantee shall request disbursements by filing with the Conservancy fully executed "Request for Disbursement" forms (available from the Conservancy). The grantee shall include in the forms 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 forms shall also indicate cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the grant agreement.

The forms shall be signed by an authorized representative of the grantee. Each form shall be accompanied by any receipts and supporting invoices or other source documents from contractors that the grantee engaged to complete any portion of the work funded under this agreement, and by written substantiation of completion of the portion of the project for which disbursement is requested. With each form, the grantee shall submit 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.). 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 all deficiencies are rectified.

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

The grantee shall expend funds in the manner described in the approved project budget. The allocation of the Conservancy's total grant among the items in the project budget may vary by as much as ten percent without approval by the Executive Officer. Any difference of more than ten percent must be approved in writing by the Executive Officer. The Conservancy may withhold payment for changes in particular budget items which exceed the amount allocated in the project budget by more than ten percent and which have not received the approval required above. The total amount of this grant may not be increased except by amendment to this agreement. 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; and (2) a fully executed final "Request for Disbursement" form. Within thirty days of grantee's compliance with this paragraph, the Conservancy shall determine whether the project has been satisfactorily completed. If the Conservancy determines that the project has been satisfactorily completed, 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 of acceptance.

**EARLY TERMINATION AND FAILURE TO PERFORM**

Prior to the completion of the project, either party may terminate this agreement for any reason by providing the other party with seven days notice in writing.

If the Conservancy terminates the agreement prior to the completion of the project, the grantee shall take all reasonable measures to prevent further costs to the Conservancy under this agreement, and 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, but only up to the undisbursed balance of funding authorized in this agreement.

**NONDISCRIMINATION** (Continued)

Code of Regulations, Title 2, Section 7285.0 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations), are incorporated into this agreement. 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. This nondiscrimination clause shall be included in all contracts and subcontracts entered into to perform work provided for under this agreement.

**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 State, 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

**AMENDMENT** (Continued)

understanding or agreement not incorporated in this agreement shall be binding on any of the parties.

**LOCUS**

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





**MIRADA SURF ACQUISITION**

**Agenda Item 11.**

**February 27, 2003**

EXHIBIT B

COASTAL CONSERVANCY

Project Summary  
February 27, 2003

MIRADA SURF ACQUISITION

File No. 02-051  
Project Manager: Prentiss F. Williams

RECOMMENDED ACTION: Authorization to disburse up to \$1,600,000 to the County of San Mateo towards the acquisition of the Mirada Surf property, and for planning and design of a segment of the Coastal Trail.

LOCATION: On the west side of Highway 1, just north of the City of Half Moon Bay, 20 miles south of San Francisco (Exhibit 1)

PROGRAM CATEGORY: Coastal Access

ESTIMATED COST:	<u>Acquisition</u>	
	Coastal Conservancy	\$ 1,500,000
	County of San Mateo	3,000,000
	Other Grants	<u>1,500,000</u>
	Acquisition Total:	\$ 6,000,000
	<u>Coastal Trail Planning &amp; Design</u>	
	Coastal Conservancy	<u>\$ 100,000</u>
	<b>Project Total:</b>	<b>\$ 6,100,000</b>

It is anticipated that the sources of funds would be the Conservancy's FY 2000/01 appropriation for the Coastal Trail from the Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000 (Proposition 12) and the Conservancy's FY 02/03 appropriation from the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Fund (Proposition 40).

PROJECT SUMMARY: The proposed project consists of a grant to the County of San Mateo to complete the second phase of an acquisition of 49 acres of coastal property known as Mirada Surf located just south of the community of El Granada and just north of the City of Half Moon Bay along State Highway 1 (see Exhibits 1 and 2) and for the planning and design of a section of the Coastal Trail to be located on the western portion of the prop-

erty. The County completed the first phase of the acquisition in January 2002 with its purchase of the 34-acre portion of the property lying east of Highway 1 (Mirada East). The second phase of the acquisition would secure the 15 acres lying west of Highway 1 (Mirada West).

The Mirada Surf property, East and West, would be incorporated into the County's system of regional parks and would be managed primarily for passive recreation such as hiking and beach access. Acquisition of Mirada East provides a connection from Highway 1 inland and connects with Quarry Park, a heavily used county park (Exhibit 3). Public acquisition of Mirada West would provide an immediate opportunity to complete a missing link in a 14-mile section of the Coastal Trail that extends from Pillar Point Harbor through the City of Half Moon Bay (Exhibit 4). Upon acquisition of Mirada West, the County would prepare plans for the completion of this link.

In addition to providing recreational access for visitors, this portion of the Coastal Trail links residential communities north of Mirada Surf to jobs and businesses found in the City of Half Moon Bay and other areas south of Mirada Surf. This segment of the Coastal Trail also serves as a non-motorized commute route for farm-workers and for children and youth traveling between the El Granada area and the City of Half Moon Bay. With a relatively flat topography on the bluff, any future trails would be designed to accommodate wheelchair users and other mobility-impaired visitors. Additionally, this segment of the Coastal Trail is located closer to the shoreline than many segments of the trail in this region, offering beach views to the trail user. Acquisition of Mirada West would also enable the restoration of areas damaged by informal hiking trails and would preserve unobstructed coastal views from Highway 1.

Together with Mirada East, the acquisition of Mirada West would complement the recent acquisition by the Peninsula Open Space Trust (POST) of the 4,262-acre Rancho Corral de Tierra, which is itself adjacent to other significant public open spaces (Exhibit 5). It would also provide a corridor to the coast from all of these areas, allowing for trail connections between the California Coastal Trail and the Bay Area Ridge Trail and other inland trail systems.

COASTAL CONSERVANCY

Staff Recommendation  
February 27, 2003

**MIRADA SURF ACQUISITION**

File No. 02-051  
Project Manager: Prentiss F. Williams

**STAFF  
RECOMMENDATION:** Staff recommends that the State Coastal Conservancy adopt the following Resolution pursuant to Sections 31400 *et. seq.* of the Public Resources Code:

“The State Coastal Conservancy hereby authorizes the disbursement of an amount not to exceed one million six hundred thousand dollars (\$1,600,000) to the County of San Mateo (the County) with \$1,500,000 of the funds to be used for acquisition of the Mirada Surf property and applied to the purchase of the portion of that property located west of Highway 1 in San Mateo County (Assessor’s Parcel No. 047-331-010), as shown on Exhibit 2 of the accompanying staff recommendation, and with \$100,000 of the funds to be used for planning and design of a section of the Coastal Trail, subject to the following conditions:

1. Prior to the disbursement of funds for acquisition, the County of San Mateo shall submit for the review and approval of the Executive Officer of the Conservancy:
  - a. All relevant acquisition documents, including but not limited to, appraisals, agreements of purchase and sale, escrow instructions and documents of title necessary to the acquisition of the property
  - b. Evidence that the County has available all funds necessary to complete the acquisition.
  - c. A signing plan for the project acknowledging Conservancy participation.
2. Prior to the disbursement of funds for trail planning, the County shall submit for review and approval of the Executive Officer of the Conservancy:
  - a. A work plan, budget and schedule for the preparation of the trail plan.

- b. The names and qualifications of any contractors to be employed to carry out the work plan.
- c. Evidence that the County has taken title to the Mirada West parcel.
3. The County shall pay no more than fair market value for the Mirada Surf property acquired pursuant to this authorization, as established in an appraisal approved by the Executive Officer of the Conservancy.
4. The Conservancy and Proposition 12 funding shall be acknowledged by erecting and maintaining on the property a sign or signs, the design and placement of which has been reviewed and approved by the Executive Officer.
5. The County shall incorporate the guidelines of the Conservancy's 'Standards and Recommendations for Accessway Location and Development' into the planning and design criteria for the Coastal Trail segment on the property.
6. The County shall permanently dedicate the property for open space and habitat conservation, public access and outdoor recreation, in a manner acceptable to the Executive Officer."

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 project is consistent with the purposes and objectives of Sections 31400 *et seq.* of the Public Resources Code regarding access to the coast
2. The proposed project is consistent with the Project Selection Criteria and Guidelines adopted by the Conservancy on January 24, 2001
3. The project will serve greater than local needs."

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**STAFF DISCUSSION:**

**Project Description:** The proposed project entails a grant of \$1,600,000 to the County of San Mateo for completion of the acquisition of the Mirada Surf property, located along Highway 1, just north of the community of El Granada in the County of San Mateo (Exhibit 1) and for planning and design of a segment of the Coastal

Trail to be located on the portion of the property lying west of Highway 1. \$1,500,000 of the proposed Conservancy grant would be used to acquire the western portion of the Mirada Surf property and the remaining \$100,000 would be used for planning and design of a segment of the Coastal Trail to be constructed on that parcel.

On January 2002 the County of San Mateo closed escrow on the 34-acre eastern portion of the Mirada Surf property, known as Mirada East. The acquisition of the western portion, known as Mirada West (Exhibit 2), would complete the County's two-phase acquisition of 49 acres of open space for incorporation into the County's system of regional parks.

The County's acquisition of Mirada West would provide an immediate opportunity to complete a missing link in a 14-mile section of the Coastal Trail that extends from Pillar Point Harbor through the City of Half Moon Bay (Exhibit 4). Upon acquisition of Mirada West, the County would prepare plans for the completion of this link. Acquisition of Mirada West would also enable the restoration of areas damaged by informal hiking trails and would preserve coastal views from Highway 1. The site also has the potential to support picnicking, nature study, and beach activities. The combination of parcels that make up Mirada Surf would allow for trail connections to the California Coastal Trail and the Bay Area Ridge Trail.

As can be seen from Exhibit 4, the Mirada Surf property is in proximity to a number of other public and open space lands in the area. Together with Mirada East, the acquisition of Mirada West would complement the recent acquisition by the Peninsula Open Space Trust (POST) of the 4,262-acre Rancho Corral de Tierra, which is itself adjacent to other significant public open spaces. The County's acquisition of Mirada West will provide a corridor to the coast from all of these areas, including the Golden Gate National Recreation Area and the San Mateo County San Pedro Valley Park. Locally, it will also link visitors to the mid-coast system of beaches such as the Half Moon Bay State Beaches, and the El Granada, Miramar, Naples, Dunes, Venice, and Elmar Beaches.

While a master plan process must be completed before the development of recreational facilities on Mirada East, permanent protection of the Mirada Surf property as parkland would allow for passive public recreation (walking hiking, bird watching, etc.) and for the restoration and protection of environmentally sensitive areas on the property. Acquisition of the site would have an immediate benefit to the quality, quantity, and variety

of recreational opportunities in the area. The general public currently uses the property for hiking, walking and jogging. Occurring on private land, without the permission of the landowner, these recreational activities could be considered trespassing. Acquisition of the site would legitimize the current uses. Acquisition of Mirada West would enable the development of trails that comply with the County's Trail Master Plan and ADA standards, and would also allow the County to undertake erosion control measures and restoration of the wetlands and riparian areas found on the property.

Further, the proposed acquisition would prevent private development of the property that would greatly decrease the level of public access available on the site. Because the bluff at the Mirada West site is slowly, but steadily receding (as are most bluffs along the San Mateo coast), any trail constructed there will have to be set well back from the bluff edge to assure long-term stability. If not acquired by the County, the most likely development scenario for Mirada West is the construction of three to four large homes on the property. Although it is likely that a public right-of-way along the bluff would be included as part of any development permit, it is unlikely that the County could obtain a public right-of-way wide enough to accommodate the set back needed for a stable trail. Any trail constructed in conjunction with a development permit would be squeezed in between the development and the eroding bluff edge. Further, development of Mirada West would all but eliminate the coastal views from Highway 1 and surrounding public beaches. Should the Mirada West property not be purchased, it is likely that the current owners would resume their efforts to develop the property.

ESTIMATED COST: Acquisition:	
Coastal Conservancy	\$ 1,500,000
County of San Mateo	3,000,000
Other Grants	<u>1,500,000</u>
Acquisition Total:	\$ 6,000,000
<u>Coastal Trail Planning &amp; Design</u>	
Coastal Conservancy	<u>\$ 100,000</u>
<b>Project Total:</b>	<b>\$ 6,100,000</b>

It is anticipated that the sources of funds would be the Conservancy's FY 2000/01 appropriation for the Coastal Trail from the Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000 (Proposition 12) and the Conservancy's FY 02/03 appropriation from the California

Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Fund (Proposition 40).

**Site Description:** The Mirada Surf property consists of 49 acres that straddle Highway 1. The 34-acre portion on the east side of Highway 1, known as Mirada East, consists of wooded upland areas and a small seasonal wetland. The remaining 15 acres lying west of Highway 1, known as Mirada West, consists primarily of a flat coastal bluff, which affords unobstructed coastal views . Highway 1. Mirada East connects to an existing County park (Quarry Park) and will likely be developed for more active recreational uses such as playing fields. Mirada West is better suited to passive recreational uses such as hiking and bird watching. Due to the relatively flat nature of the topography, it would also be possible to develop a trail that would accommodate wheelchair-bound visitors and others with mobility challenges.

A lighted signal on Highway 1 was recently installed by CalTrans at the northeast corner of the site, providing protected access for residents and visitors from the east side of the Highway. The light also provides protected crossing for those using the SamTrans bus system, which provides a bus stop just to the northeast of the site. The Mirada Surf property is accessible by car from all of San Mateo County and the rest of the Bay Area. Currently automobiles park along Highway 1 and on neighborhood streets. Future development of Mirada East is likely to include parking spaces.

There is a seasonal wetland and creek located on the southern portion of Mirada West. The creek is vegetated by a healthy willow plant community known as Central Coast Riparian Scrub and is considered to be a sensitive habitat by California Department of Fish and Game. The habitat is rated as threatened in its listing in the California Natural Diversity Database. The wetlands and small pond support hydrophytic species as well as mature cypress and pine trees. These trees serve as resting habitat for raptors that are feeding in the adjacent ruderal grasslands. In addition, numerous bird species use the open grasslands, seasonal wetlands, and riparian corridors as both forage and resting areas, or for nesting.

**Project History:** The Mirada Surf property, both East and West, has been used informally by the local community for decades. Ready access to the property was largely taken for granted until 1998 when the property's owners began pursuing permits for a 35-unit subdivision on both the east and west parcels. Local community



groups opposed to the development proposal began a campaign for public acquisition of the entire 49-acre property. The property owners continued to pursue development permits for the property, but at the same time began exploring the possibility of a purchase by the County. After many months of negotiations, the County secured a purchase option for the entire property for a total price of \$6,000,000. The owners agreed to sell the property in two phases, and in January 2002 the County completed Phase 1: the purchase of Mirada East.

**PROJECT SUPPORT:** The proposed acquisition has the strong support of several state legislators, including Senators Jackie Speier and Byron Sher, and Gene Mullin and Joe Simitian, as well as Congresswoman Anna Eshoo. Members of the Mid-Coast Community Council, the San Mateo County Commission on Disabilities, and the San Mateo County Harbor District have all expressed their support for the proposed project, as have a number of non-profit organizations, including the San Mateo County Parks and Recreation Foundation, Coastwalk, and the Committee for Green Foothills. Letters received by the Conservancy in support of the proposed acquisition of the Mirada Surf property are included in Exhibit 6.

**CONSISTENCY WITH  
CONSERVANCY'S**

**ENABLING LEGISLATION:** The proposed project is consistent with Chapter 9 of the Conservancy's enabling legislation, Division 21 of the Public Resources Code (Sections 31400-31405), regarding public access and enjoyment of coastal resources. Section 31400 states that the Conservancy shall have a principal role in the implementation of a system of public accessways to and along the state's coastline. Once completed, the County's acquisition of the Mirada Surf property would facilitate completion of a 14-mile segment of the coastal trail. In addition to providing recreational access for visitors, this portion of the Coastal Trail would link residential communities north of Mirada Surf to jobs and businesses found in the City of Half Moon Bay and other areas south of Mirada Surf. This segment of the Coastal Trail would serve as a non-motorized commute route for farmworkers and would provide a safe non-motorized route for youth traveling between the El Granada area and the City of Half Moon Bay. With a relatively flat topography on the bluff, any future trails would be designed to accommodate wheelchair users and other mobility-impaired visitors. Additionally, this segment of the Coastal Trail is located closer to the shoreline

than many segments of the trail in this region, offering beach views to the trail user. Thus, by assisting with the acquisition of the Mirada Surf property, the Conservancy would play an important role in achieving the purposes of Chapter 9.

Section 31400.1 allows the Conservancy to award grants to a public agency for acquisition and development of public coastal accessways that serve more than local public needs. Surveys conducted by the San Mateo County Department of Parks and Recreation have shown that more than 1.5 million people visit the beaches and trails of the mid-coast area annually. These visitors come from throughout the Bay Area and the state.

Section 31400.2 requires the Conservancy to consider a number of factors in determining the amount of funding for an access project. Consistent with this section, the proposed level of funding was evaluated relative to the total amount of funding available to the Conservancy for coastal access projects. Also consistent with this section, the fiscal resources of the applicant have been taken into account. In this case, the County of San Mateo has limited funds available for land acquisition for parks. In spite of fiscal constraints, the County was able to contribute \$3,000,000 to the project. The Conservancy funds are needed in order to secure the rest of the property.

Lastly, Section 31400.2 stipulates that the level of funding for an access project be determined by an application of factors prescribed by the Conservancy for the purpose of determining project eligibility and priority. Consistent with this requirement, and as discussed in greater detail in the section below, the project has been evaluated and found to be consistent with the Conservancy's project selection criteria and guidelines.

CONSISTENCY WITH  
CONSERVANCY'S  
STANDARDS AND  
RECOMMENDATIONS FOR  
ACCESSWAY LOCATION  
AND DEVELOPMENT:

The proposed accessways to be developed on the Mirada Surf property, although not yet designed, would be consistent in general terms with the Conservancy's "Standards and Recommendations" in the following respects: 1) any trails developed on the property would minimize the alteration of natural landforms and be subordinate to the setting's character and designed to protect sensitive habitats, (Standard No. 1); 2) the placement of the Coastal Trail on Mirada West well back from the bluff edge would serve to correct the current hazard posed

by erosion (Standard No. 2); 3) the development of the Coastal Trail on Mirada West would establish a trail on an ocean front parcel that would connect the shore with inland park systems (Standard No. 8); and 4) the trail developed on Mirada West would be made wheelchair accessible (Standard No. 13).

Further, in order to ensure that the design of the accessways conform to these standards, as a condition of the planning grant the County shall be required to incorporate the Conservancy guidelines into the planning process.

CONSISTENCY WITH  
CONSERVANCY'S  
PROJECT SELECTION  
CRITERIA & GUIDELINES:

The proposed project is consistent with the Conservancy's Project Selection Criteria and Guidelines adopted January 24, 2001, in the following respects:

**Required Criteria**

**Promotion of the Conservancy's statutory programs and purposes:** As discussed in the "Consistency with Conservancy's Enabling Legislation" section above, the proposed project is consistent with Chapter 9 of the Conservancy's enabling legislation regarding public access and enjoyment of coastal resources.

**Consistency with purposes of the funding source:** The intended sources of the proposed grant would be the Conservancy's FY 2000/01 Proposition 12 appropriation for the coastal resource development and the Conservancy's FY 02/03 appropriation from Proposition 40.

The proposed grant will carry out the objectives of Proposition 12, since the grant funds will be used to acquire and develop the Coastal Trail and related public use facilities located in a coastal area within the Conservancy's jurisdiction. (Public Resources Code Section 5096.352(c)(4)). Consistent with Proposition 12, the proposed project would provide air quality benefits by facilitating pedestrian and bicycle transportation in the Highway 1 corridor between Pillar Point Harbor and the City of Half Moon Bay (Public Resources Code Section 5096.346(c)).

Consistent with the purposes of Proposition 40, the proposed project would be carried out in accordance with the provisions of the Conservancy's enabling legislation and would involve the preservation of a coastal resource. In addition, under Proposition 40, this project is entitled to priority since it involves substantial matching funds from both public and private sources.

**Support from the public:** As discussed in the "Project Support" section above, the proposed project has the support of many community groups and legislators.

**Location:** The project site is located entirely in the coastal zone on the west side of Highway 1.

**Need:** There is a significant deficiency of recreational trails in San Mateo County, particularly in the coastal regions of the County. The Mirada Surf acquisition would help meet some of this need. A recent needs analysis commissioned by the San Mateo County Parks and Recreation Division found that almost 70 percent of all San Mateo County residents reported using trails within the County Parks' system. Of these trails, the most heavily used was the coastal trail. Studies have also shown that the mid-coast region is heavily used by visitors from throughout the Bay Area and the State. The need for additional recreational facilities in the mid-coast region is a greater than the County of San Mateo has the resources to provide. The County has already contributed half of the purchase price from its own funds and cannot complete the second phase of the acquisition without outside funding. Should the County be unable to secure Mirada West, the owners have indicated that they will resume their efforts to develop the property. It is highly likely that these efforts would eventually succeed and the property would be developed with four or more large homes, obliterating coastal views and greatly reducing opportunities for coastal access and extension of the coastal trail.

**Greater-than-local interest:** With over 1.5 million visitors to the El Granada region (commonly referred to as the mid-coast) annually, acquisition of Mirada West is of critical importance to preserving passive recreational activities on the mid-coast. While no attendance numbers have been collected for the existing use of the Mirada Surf properties, anecdotal evidence including traffic congestion and parking conflicts, and numbers of visitors to nearby segments of the Coastal Trail suggests a tremendous need.

#### **Additional Criteria**

**Urgency:** The County's purchase option will expire on July 31, 2003. Having extended the option once as allowed by the original purchase agreement, a new purchase agreement would have to be negotiated with the property owners. They are reluctant to negotiate another extension. Should the County be unable to complete the acquisition of Mirada West, it is highly unlikely that there will be another opportunity for a public ac-

quisition. As discussed in the paragraphs above and in the staff discussion, should the County be unable to acquire the parcel, it is likely to be developed with several residences and much of its value to the public would be lost.

**Leverage:** As stated in the staff discussion above, the County has contributed one half of the purchase price for the Mirada Surf property. In addition, the County expects to receive additional funding to complete the project from a number of other sources, including private contributions. The proposed Conservancy grant would therefore be used to leverage \$4,500,000 in other funds.

**Realization of prior Conservancy goals:** The proposed project would make it possible to complete a 14-mile stretch of the Coastal Trail between Pillar Point Harbor and the City of Half Moon Bay. The completion of the Coastal Trail is a major long-range goal for the Coastal Conservancy.

**Cooperation:** Acquisition of the Mirada Surf parcels has been a collaborative effort of government, non-profits and community groups. With the support and encouragement of several community groups, the County contributed \$3 million for the purchase of Mirada East and countless hours of staff time in organizing grant-writing and other fund-development efforts. The California Department of Parks and Recreation has also supported the acquisition with a recommendation for over \$350,000 in funding from the Land and Water Conservation Fund. Non-profits such as the County Parks Foundation and the Committee for Green Foothills have committed to secure funding for the remainder of the acquisition cost.

**CONSISTENCY WITH  
THE COASTAL ACT:**

Section 30001.5 of the Coastal Act (Division 20 of the Public Resources Code) identifies as one of the State's basic goals for the coastal zone to:

“Maximize public access to and along the coast and maximize recreational opportunities in the coastal zone consistent with sound resources conservation principles and constitutionally protected rights of private property owners.” [Public Resources Code Section 30001.5(c)]

The primary purpose of the acquisition of Mirada West is to maximize public access to the coast in the mid-coast area. Because the County has been working with willing sellers and negotiated the acquisition at fair market value, the rights of private property owners would be protected.

Consistent with Section 30213 of the California Coastal Act, the proposed project would protect and encourage "lower cost visitor and recreational facilities. . . ." As noted above, acquisition of Mirada West would facilitate completion of a 14-mile segment of the Coastal Trail and would provide improved access to the beach. Trails and public beaches constitute no-cost recreational facilities and are available to people of all income levels.

**CONSISTENCY WITH  
LOCAL COASTAL  
PROGRAM POLICIES:**

Policy 10.35 of the Shoreline Access Component of the San Mateo County Local Coastal Plan (LCP) provides for the establishment "of priorities for expenditure of public funds, including Coastal Conservancy funds, based on maximizing public recreational opportunities. . . ." Specifically, Policy 10.35.c. states that: "Before public . . . are made, assess the potential for adjacent private development to provide access improvements. Spend public money in areas where required improvements exceed what could be expected from private development."

In the case of the Mirada Surf property, any adjacent private development would greatly decrease the level of public access available on the site. Because the bluff at the Mirada West site is slowly, but steadily receding (as are most bluffs along the San Mateo coast), any trail constructed there will have to be set well back from the bluff edge to assure long-term stability. Although it is likely that a public right-of-way along the bluff would be required as part of any development permit, it is unlikely that the County could obtain a public right-of-way wide enough to accommodate the set back needed for a stable trail. Any trail constructed in conjunction with a development permit would be squeezed in between the development and the eroding bluff edge. Thus, consistent with Policy 10.35.c. the improvement required on Mirada West exceeds what could be expected from private development.

The acquisition of Mirada West would also enable the implementation of several policies contained in the "Recreation/Visitor Serving Facilities Component" of the LCP. Policy 11.13a of this component calls for the establishment of a Coastal Trail system that will connect major shoreline facilities to inland parks and facilities and will link existing and proposed recreation facilities along the coast. Consistent with this section, the proposed project would allow the County to fill in

a missing critical link in the Coastal Trail in this area, resulting in the completion of a 14-mile stretch of the trail.

Policy 11.24 of this component recommends a number of priorities for the expenditure of public funds on public recreation and visitor-serving facilities. As explained in the "Staff Discussion" above, public acquisition of the Mirada Surf property would be consistent with the following priorities:

- Improve and maintain existing public recreation areas in the Mid-Coast (Policy 11.24.a(1))
- Expand recreational opportunities through the provision of trails and youth hostels (Policy 11.24.a(3))
- Expand recreational use lands which are adjacent to and would expand the size of existing publicly owned recreation area (Policy 11.24.a(4))

Policy 11.29 of this component directs policy makers to "Request the State Coastal Conservancy to contribute funds to acquire land or interests in land in the areas surrounding public beaches, parks and nature preserves when private development would clearly damage the resource values of the public land." As discussed in the "Staff Discussion" above, the Mirada Surf property is adjacent to a number public lands and its subdivision and subsequent development with private homes would surely have a negative impact on the public's enjoyment of these areas as well as compromise the contiguity of the public trails. Expenditure of Conservancy funds to secure the Mirada Surf property for public ownership would therefore be consistent with Policy 11.29.

#### COMPLIANCE

WITH CEQA: The proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15325 of the CEQA Guidelines (14 Cal. Code of Regulations, Sections 15000 *et seq.*). Section 15325 exempts projects which, as here, involve "transfers of ownership interests in land in order to preserve open space."

The proposed project is also exempt under Guidelines Section 15316, which exempts from CEQA review "... acquisitions of land for the purpose of establishing parks, where the land is in a natural condition and either a management plan for the park has not been prepared, or the management plan proposes to keep the area in a natural condition."

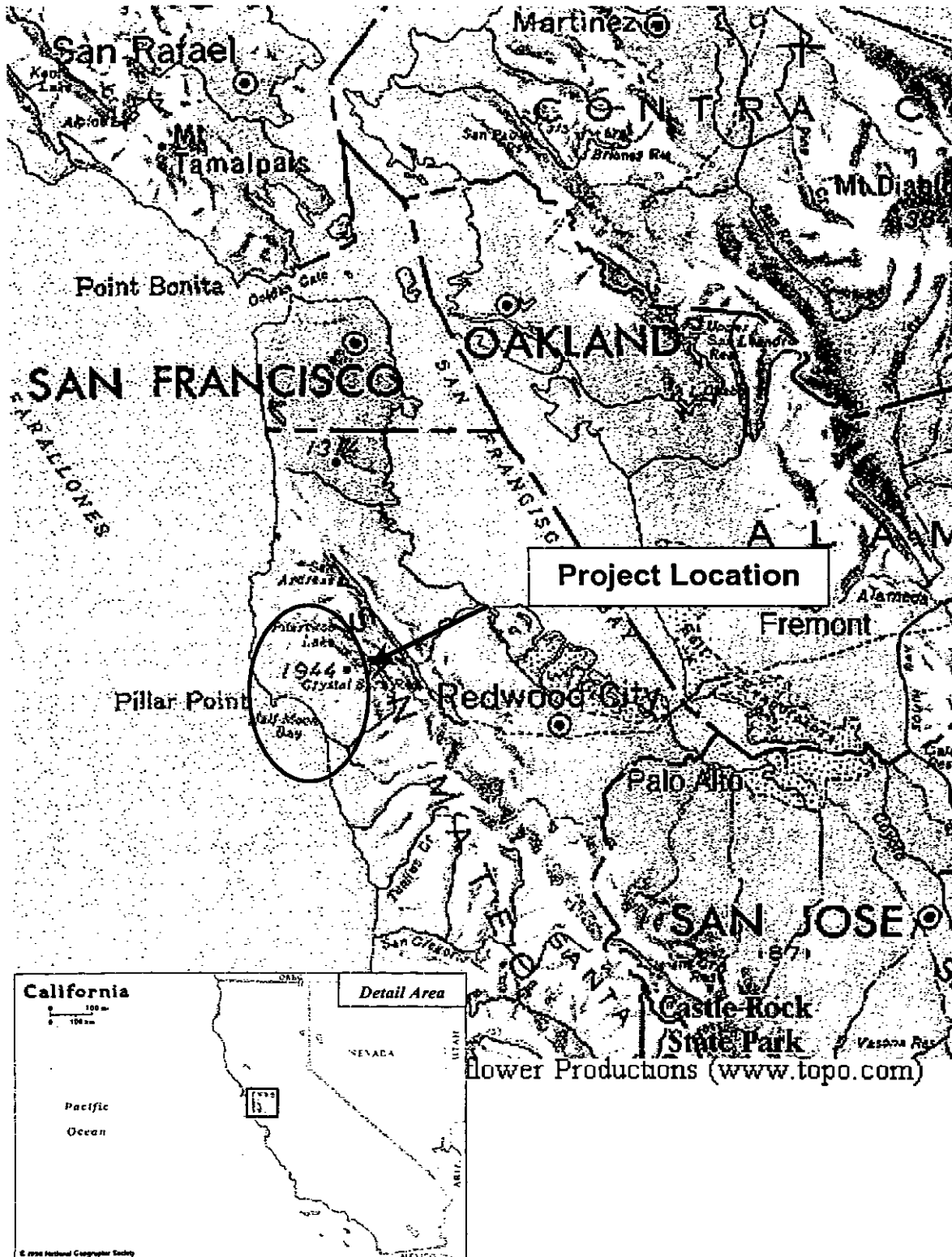
The planning and design activities included in the proposed action are statutorily exempt from CEQA pursuant to Guidelines

Section 15262, which states that "A project involving only feasibility and planning studies for possible future actions which the agency, board or commission has not approved, adopted or funded does not require preparation of an EIR or Negative Declaration but does require consideration of environmental factors." As required by this Section, the County will take into account environmental factors in the planning and design of the Coastal Trail segment. This project does not include the funding of any construction activities.

Staff will file a Notice of Exemption upon approval of the project.



Exhibit 1  
Project Location



Lower Productions (www.topo.com)

**6(f)(3) Boundary Map  
 May 1, 2002  
 Mirada Surf Oceanside  
 Acquisition Parcel Project**



EXHIBIT 2

**6(f)(3)  
 Boundary**

Mirada Surf  
 East Site  
 047-330-010

Mirada Surf,  
 Oceanside  
 047-331-010

*John Maltbie*  
 John Maltbie  
 County Manager as  
 Authorized in Resolution

Date

Exhibit 3

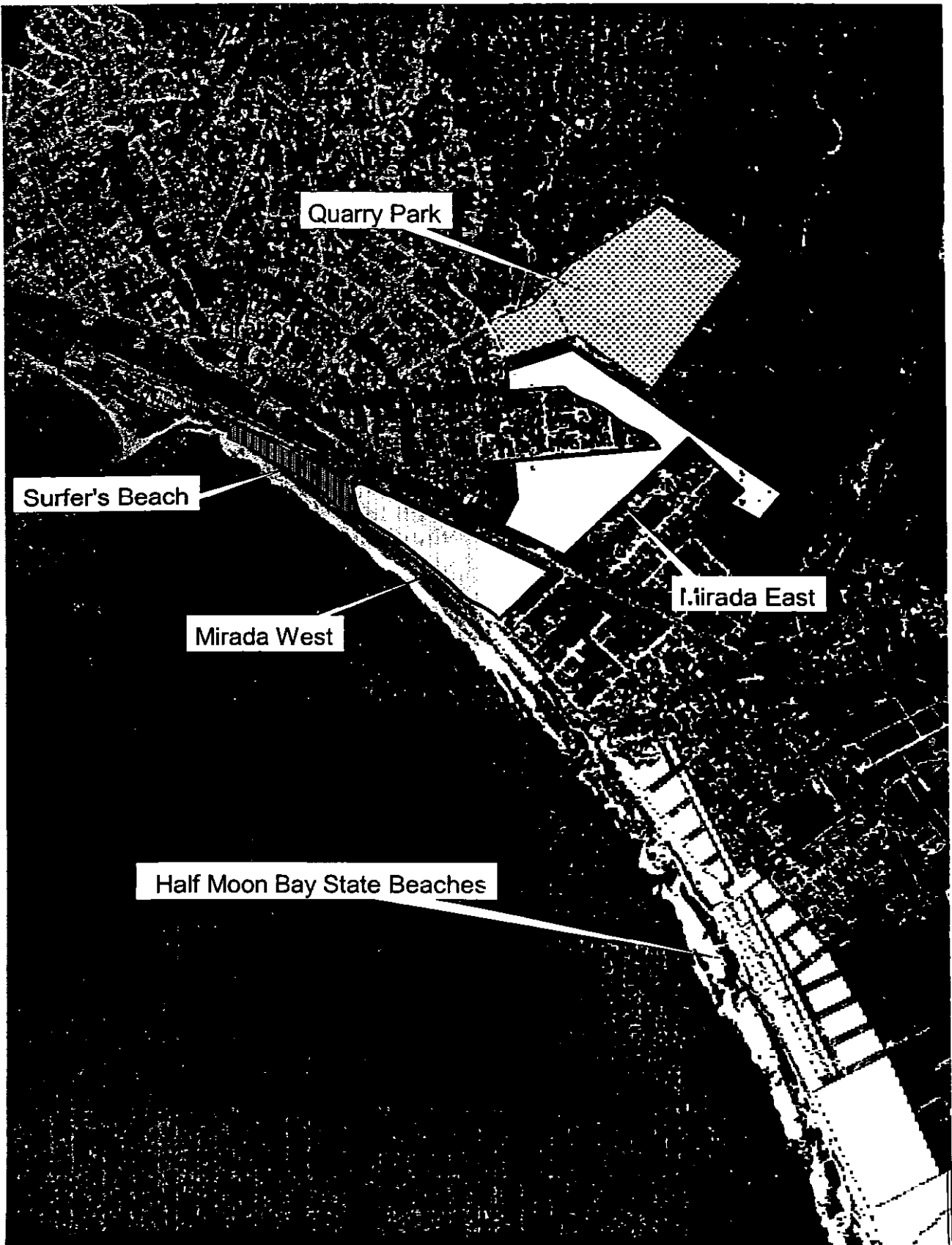
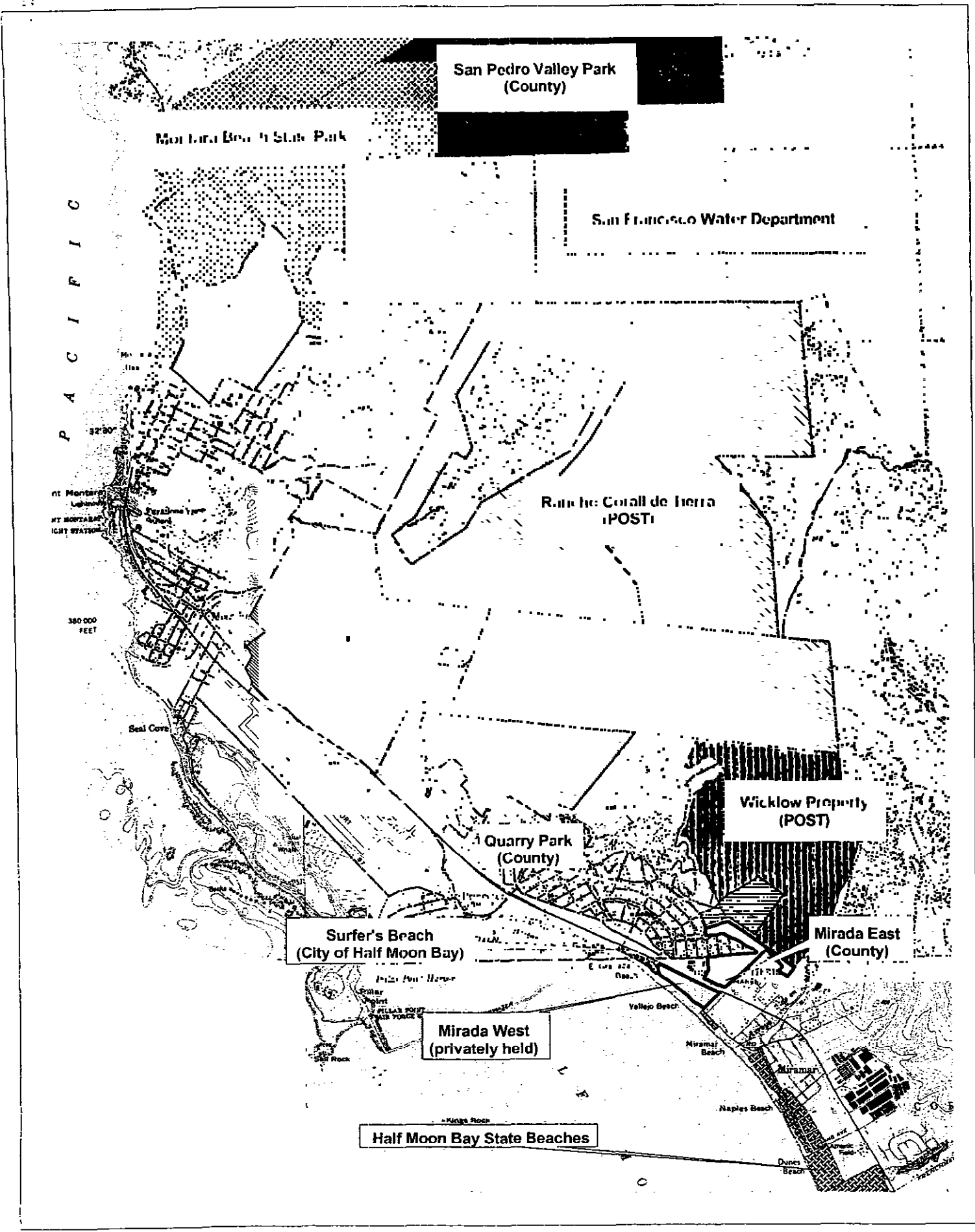


Exhibit 5



**EXHIBIT 6**

**Letters of Support**

Mr. Paul Morabito, Chairman  
California Coastal Conservancy  
1330 Broadway, 11<sup>th</sup> Floor  
Oakland, CA 94612

Feb. 6, 2003

Dear Mr. Morabito,

On Feb. 27 the Coastal Conservancy will be considering the issue of funding the purchase of the Mirada Surf property in El Granada. I strongly urge the Conservancy to approve this expenditure.

I live on the MidCoast and I value this area so very much. There are very few places along the highway where you can actually see the ocean from your car. For tourists, or commuters like myself, a view of the ocean is a treat, and one of the main reasons we are driving along Route 1 in the first place! Another reason this parcel is important is the fact that it is a walking path that is lovely and desperately needed as a link in the Coastal Trail. When I walk along the existing portion of the Coastal Trail I never cease to be amazed at how heavily it is used at any time of the day or night, but especially on weekends. With the Mirada Surf link it will be even more valued by citizens of California. A third reason for protecting this area is that it contains a variety of habitats at the edge of a populated area. The variety of birds, wildlife, and plant species is wonderful, and I hope we can protect their habitat by keeping this area from being developed.

Without Coastal Conservancy support it is doubtful that this property will ever end up in public ownership. The owners do have the right to build on that parcel, and that would be just a travesty. Please allocate the full 1.6 million dollars that is proposed.

Thank you very much.

Mary Hobbs  
P.O. Box 69, 881 Linda Vista  
Moss Beach, CA 94038

**RECEIVED**

FEB 06 2003

COASTAL CONSERVANCY  
OAKLAND, CALIF.

FAVORABLE

# San Mateo County Harbor District



## Board of Harbor Commissioners

James J. Tucker, President  
Leo Padreddii, Vice President  
Pietro Parravano, Secretary, Treasurer  
Sally R. Campbell, Commissioner  
Ken Lundie, Commissioner

General Manager  
Peter Grenell

February 6, 2003

Mr. Paul Morabito, Chairman  
California Coastal Conservancy  
1330 Broadway, 11<sup>th</sup> Floor  
Oakland, CA 94612

*Ref: Mirada Surf Property, San Mateo County*

Dear Mr. Morabito:

I am writing on behalf of the Board of Harbor Commissioners in support of a grant application submitted by San Mateo County for funds to acquire the western portion of the Mirada Surf property, at the south end of El Granada. Acquisition and improvement of this approximately 15-acre beachfront property will achieve several major coastal environmental goals:

- (1) Enabling completion of the Coastal Trail from Pillar Point Harbor south into the City of Half Moon Bay;
- (2) Provision of significant new coastal public access as a regional recreational destination for families, surfers, and travelers along the California coast;
- (3) Preservation from development of the last undeveloped coastal bluff in this area; and
- (4) Reduction of safety hazards and traffic congestion by providing new off-road parking area, and improved pedestrian access down the bluff to the beach.

The proximity of this location to the San Francisco Bay Area and to Pillar Point Harbor makes it an increasingly popular regional destination for beach and ocean users. The site's situation fronting Highway 1 on the east and the beach to the west, its generally level aspect, and its large size makes it especially well-suited to provide safe and convenient new public access to the shore.

Improvement of the property's bluff edge, while enabling safe access down to the beach, also will address the erosion concern and forestall the threat to Highway 1's stability already addressed by Caltrans to the north of this property.

The Coastal Conservancy has been working with, and supporting, the San Mateo County Harbor District's efforts to improve public access and address shoreline erosion concerns in Princeton in cooperation with San Mateo County's Recreation and Parks Division, the Coastal Commission, and Princeton shoreline property-owners. The Coastal Conservancy's financial support of this vital acquisition of the Mirada Surf property will provide the southern anchor to the Conservancy's priority coastal access efforts along Half Moon Bay. We urge your strong support for this project.

Sincerely,

**SAN MATEO COUNTY HARBOR DISTRICT**

  
James J. Tucker  
President, Board of Harbor Commissioners

cc: Julia Bott, Executive Director, San Mateo County Parks & Recreation Foundation  
Board of Harbor Commissioners  
Prentiss Williams, Project Manager



*Saving the California coast...one step at a time*

7207 Bodega Avenue Sebastopol, CA 95472 ☎ 707 829-6689 ☎ 800 550-6854 ☎ FAX 707 829-0326 ☎ [www.coastwalk.org](http://www.coastwalk.org)

2-4-03

Mr. Paul Morabito, Chairman  
California Coastal Conservancy  
1330 Broadway, 11<sup>th</sup> Floor  
Oakland, CA 94612

Re: Mirada Surf

Dear Mr. Morabito,

I am writing on behalf of the Board of Directors of Coastwalk to state our enthusiastic support for the Coastal Conservancy grant to the County of San Mateo supporting the acquisition of the Mirada Surf Oceanside parcel. Acquisition will result in a continuous path between Half Moon Bay and Pillar Point Harbor. The closeness of this site to Highway 1 is unique in this part of San Mateo County. That coupled with its proximity to the Harbor and the City of Half Moon Bay makes it a *prime destination for residents of San Mateo and neighboring counties seeking to enjoy a day at the coast.* It is also a favorite destination for tourists.

Coastwalk also strongly supports the portion of the grant dedicated towards the planning, design and environmental review of the California Coastal Trail segment proposed for this site.

Coastwalk promotes a continuous border-to-border California Coastal Trail (CCT) and for the protection of the coastline. We have long advocated for the completion of this missing link. We conduct hiking trips along the California coast. Our San Mateo Coastwalk has been walking along this part of the shore every summer for 15 years

We support this grant application and look forward to the completion of this missing link of the California Coastal Trail.

Sincerely

Richard Nichols  
Executive Director

RECEIVED

FEB 05 2003

CALIFORNIA COASTAL CONSERVANCY  
OAKLAND, CALIF.

EXHIBIT B



PAYEE DATA RECORD

(Required in lieu of IRS W-9 when doing business with the State of California)

SCC STD. 204 (8/99)

1 <b>PLEASE RETURN TO:</b>	DEPARTMENT / OFFICE <b>STATE COASTAL CONSERVANCY</b>	PURPOSE: Information contained in this form will be used by state agencies to prepare Information Returns (Form 1099) and for withholding on payments to nonresident vendors. <u>Prompt return of this fully completed form will prevent delays when processing payments.</u> (See Privacy Statement on reverse.)
	STREET ADDRESS <b>1330 BROADWAY, STE 1100</b>	
	CITY, STATE, ZIP CODE <b>OAKLAND CA 94612-2530</b>	
	TELEPHONE NUMBER <b>510-286-4372</b>	

2	VENDOR'S BUSINESS NAME <b>County of San Mateo</b>
	SOLE PROPRIETOR-ENTER OWNER'S FULL NAME HERE (Last, First, M.I.)
	MAILING ADDRESS (Number and Street or P.O. Box No.) <b>455 County Center, 4th Floor (Parks and Recreation Department)</b>
	CITY, STATE, ZIP CODE <b>Redwood City, CA 94603</b>

3 <b>VENDOR ENTITY TYPE</b>	<input checked="" type="checkbox"/> CHECK ONE BOX ONLY	4 <input checked="" type="checkbox"/> CITY or <u>COUNTY</u> (Please circle one)
	<input type="checkbox"/> State, CSU's, Trustees, Federal (Please circle one) <input checked="" type="checkbox"/> MEDICAL CORPORATION (Including dentistry, podiatry, psychotherapy, optometry, chiropractic, etc...) <input checked="" type="checkbox"/> EXEMPT CORPORATION (Non-profit) <input checked="" type="checkbox"/> ALL OTHER CORPORATIONS <input type="checkbox"/> OTHER _____ (Please specify)	<input type="checkbox"/> SCHOOL DISTRICTS, PUBLIC COMMISSION, REGENTS/JUC's (Please circle one) <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> ESTATE OR TRUST <input type="checkbox"/> INDIVIDUAL / SOLE PROPRIETOR (SSN is required)
Note: Additional Certified as	<input type="checkbox"/> SMALL BUSINESS or DISABLED VETERAN BUSINESS ENTERPRISE (Please circle one and enter Certification #)	Certification Number: _____

4 <b>VENDOR'S TAXPAYER I.D. NUMBER</b>	SOCIAL SECURITY NUMBER REQUIRED FOR INDIVIDUAL/SOLE PROPRIETOR BY AUTHORITY OF THE REVENUE AND TAXATION CODE SECTION 18646 (See reverse)		NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.
	FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN) 9 4 - 6 0 0 0 5 3 2	SOCIAL SECURITY NUMBER     -     -	
	IF VENDOR ENTITY TYPE IS A CORPORATION, PARTNERSHIP, ESTATE OR TRUST, ENTER FEIN	IF VENDOR ENTITY TYPE IS INDIVIDUAL/SOLE PROPRIETOR, ENTER SSN.	

5 <b>VENDOR RESIDENCY STATUS</b>	<input checked="" type="checkbox"/> CHECK APPROPRIATE BOX(ES)	NOTE: a. An estate is a resident if decedent was a California resident at time of death. b. A trust is a resident if at least one trustee is a California resident. (See reverse)
	<input checked="" type="checkbox"/> California Resident - Qualified to do business in CA or a permanent place of business in CA	
	<input type="checkbox"/> Nonresident (See Reverse) Payments for services by nonresidents may be subject to state withholding	
	<input type="checkbox"/> WAIVER OF STATE WITHHOLDING FROM FRANCHISE TAX BOARD ATTACHED <input type="checkbox"/> SERVICES PERFORMED OUTSIDE OF CALIFORNIA	

6 <b>CERTIFYING SIGNATURE</b>	<i>I hereby certify under penalty of perjury that the information provided on this document is true and correct. If my residency status should change, I will promptly inform you.</i>		
	AUTHORIZED VENDOR REPRESENTATIVE'S NAME (Type or Print)	TITLE	
	SIGNATURE	DATE	TELEPHONE NUMBER

## ARE YOU A RESIDENT OR A NONRESIDENT?

Each corporation, individual/sole proprietor, partnership, estate or trust doing business with the State of California must indicate their residency status along with their vendor identification number.

A corporation will be considered a "resident" if it has a permanent place of business in California. The corporation has a permanent place of business in California if it is organized and existing under the laws of this state or, if a foreign corporation has qualified to transact intrastate business. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in this state only if it maintains a permanent office in this state that is permanently staffed by its employees.

For individuals/sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For withholding purposes, a partnership is considered a resident partnership if it has a permanent place of business in California. An estate is considered a California estate if the decedent was a California resident at the time of death and a trust is considered a California trust if at least one trustee is a California resident.

More information on residency status can be obtained by calling the Franchise Tax Board at the numbers listed below:

From within the United States, call ..... 1-800-852-5711  
From outside the United States, call ..... 1-916-854-6500  
For hearing impaired with TDD, call ..... 1-800-822-6268

## ARE YOU SUBJECT TO NONRESIDENT WITHHOLDING?

Payments made to nonresident vendors, including corporations, individuals, partnerships, estates and trusts, are subject to withholding. Nonresident vendors performing services in California or receiving rent, lease or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the vendor are \$1500 or less for the calendar year.

A nonresident vendor may request that income taxes be withheld at a lower rate or waived by sending a completed form FTB 588 to the address listed below. A waiver will generally be granted when a vendor has a history of filing California returns and making timely estimated payments. If the vendor activity is carried on outside of California or partially outside of California, a waiver or reduced withholding rate may be granted. For more information, contact:

Franchise Tax Board  
Withhold at Source Unit  
Attention: State Agency Withholding Coordinator  
P.O. Box 651  
Sacramento, CA 95812-0651  
Telephone: (916) 845-4900  
FAX: (916) 845-4831

**If a reduced rate of withholding or waiver has been authorized by the Franchise Tax Board, attach a copy to this form.**

## PRIVACY STATEMENT

Section 7(b) of the Privacy Act of 1974 (Public Law 93-5791) requires that any federal, state, or local governmental agency which requests an individual to disclose his social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State must provide their Taxpayer Identification Number (TIN) as required by the State Revenue and Taxation Code, Section 18646 to facilitate tax compliance enforcement activities and to facilitate the preparation of Form 1099 and other information returns as required by the Internal Revenue Code, Section 6109(a). The TIN for individual and sole proprietorships is the Social Security Number (SSN).

It is mandatory to furnish the information requested. Federal law requires that payments for which the requested information is not provided be subject to a 31% withholding and state law imposes noncompliance penalties of up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact business.

Please call the Department of Finance, Fiscal Systems and Consulting Unit at (916) 324-0385 if you have any questions regarding this Privacy Statement. Questions related to residency or withholding should be referred to the telephone numbers listed above. All other questions should be referred to the requesting agency listed in Section 1.