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Th8a

2-22-0004 (Pacifica Surf Camps and Schools)

May 11, 2023

EXHIBITS

EXHIBITS

Exhibit 1: Project Location

Exhibit 2: Project Area Photos

Exhibit 3: City Proposed Surf Camp/School Program

Exhibit 4: City-State Parks Operational Agreement

Exhibit 5: Expanded Area of Operations

Exhibit 6: Commercial and Non-profit Review Matrices

Project Location
Surf Schools - Pacifica State Beach



PROJECT LIMITS

Project Area Photos
Pacifica Surf Schools – Pacifica State Beach



Figure 1. Northeast view of Pacifica State Beach.



Figure 2. View of the Southern end of Pacifica State Beach.



Figure 3. Members of the public surfing at Pacifica State Beach.



City of Pacifica

SURF CAMP/SCHOOL POLICY ADVISORY TASK FORCE

Program Recommendations

Surf Camp/School Policy Update Overview(Summary)

In June 2020, members of the public from across the greater bay area brought to the attention of the City of Pacifica a need to re-review and expand the current Surf Camp/ School Policy. Surf camps/schools had historically been permitted by the City of Pacifica's Parks, Beaches and Recreation Department based on recommendations from the Parks, Beaches, and Recreation Commission and approved by the City Council (Ordinance No. 692-C.S., Section 4-10.116). These recommendations were first developed with community input in 2004/2005 and updated with minor revisions in 2013. At the forefront of past discussions and recommendations were guidelines put into place to ensure surf camps/schools operate with high standards and focus on beach/ocean safety due to overcrowding at the increasingly popular Pacifica State Beach, Linda Mar.

While current commercial surf camp/school providers have been doing a good job of providing opportunities for the community, including hiring a diverse group of surf camp instructors and partnering with nonprofit organizations offering surfing instruction to underserved and marginalized individuals, the public comments brought forward an area of nonprofit programming that has been growing in recent years. These important programs serve the mission to increase access to surfing and the healing power of the ocean with a focus on equity that creates community and amplifies the voices of youth and surfers of color.

With new awareness brought to the attention of the Pacifica City Council during the 2020 summer of social justice activism and awakening, the Parks, Beaches and Recreation Commission undertook a thorough review process to update the policies with a focus on equity and inclusion. Discussions quickly moved from "should this be undertaken" to "how will change be implemented". A thoughtful framework for initiating a Community Access Partner Permit (CAPP) was presented by representatives of Brown Girl Surf and City Surf Project. A vision for the future to have a single permitting methodology was also discussed and has potential for future implementation. This is groundbreaking work; though many municipalities in California have surf camp/school permitting programs, none specifically address the environmental justice need to ensure a diverse mix of inclusive nurturing programs that will expand equity in surf camp/schools.

Public comment has been a vital part of this process. Opportunities for input were provided at every meeting and as recommendations were being shaped additional public comment times were added to meeting agendas.

What follows is the staff report on the process, timeline, and the recommendations being made by the City of Pacifica Surf Camp/School Advisory Task Force in response to the public's interest and with strong consensus by Task Force Members.

CITY OF PACIFICA
Surf Camp/School Policy Advisory Task Force
Recommendations
2021

SUBJECT:

Surf Camp/School Policy Task Force Recommendations

ORIGINATED BY:

Surf Camp/School Policy Advisory Task Force – created by the Parks, Beaches, and Recreation Commission.

INTRODUCTION:

In December of 2020, the Parks, Beaches, and Recreation (PB&R) Commission created a task force to consider and make recommendations regarding the City of Pacifica Surf Camp/School Policy.

Task Force Purpose: To consider and make recommendations to the Parks, Beaches, and Recreation Commission regarding the City of Pacifica Surf Camp/School Policy. As adopted by the Parks, Beaches, and Recreation Commission (12/16/20) the Task Force was created to review:

Full Implementation of a Community Access Partner Permit (CAPP) program with an intention to provide equitable access for underrepresented groups. (piloted for end of 2020, with phase 1 approved through 2021).

Overall Surf Camp/School Policy including but is not limited to:

- Camp/student limits with consideration of “load” or number of surf camp/school participants on the beach in place of permitting a static number of camps.
- Consider implementation of a calendar of times of use and schedules by the permittee to develop the number of permits to be issued.
- Review hours of operations (weekday, weekend, summer/balance of year) and location

of camps.

- Safety and environmental considerations.
- Overall purpose/mission of the Surf Camp/School Policy.

Application Process

- Permit Approval
- Automatic approval of existing permittees or shift to RFP process
- Timing of RFP – length of permit term; how far in advance open
- Develop criteria and scoring rubric
- Application Requirements/Applicant Qualifications

Task Force Members

Cindy Abbott – Task Force Facilitator, PB&R Commission Chair

Malcolm Carson – At-Large Member, Resident

Cliff Hodges – Traditional Surf Camp/School Operator/Owner

Johnny Irwin (replaced Mira Manickam-Shirley) – Community Access Partner Surf Camp/School Executive Director

Kevin Kellogg – PB&R Commissioner

Cynthia Knowles – PB&R Commissioner

Stefan Mayo – Pedro Point Surf Club

Nia Rivers – At-Large Member, Resident

Kimberly Williams – San Mateo County Chapter Surfrider Foundation

BACKGROUND:

In 2003, the City's Public Works Department developed a Master Plan for Public Improvements at Pacifica State Beach. To address beach-related issues during the implementation of these improvements, a Beach Subcommittee was formed on April 15, 2004. The subcommittee's work consisted of making recommendations and developing guidelines for the elimination of fires, beach hours of operations, ideas for the creation of a parking program, regulation of surf camps/schools, and recommendations for signage.

At the time, concerns were raised about beach usage, water safety and congestion due to lack of regulation relating to surf camps/schools. The subcommittee spent considerable time on the topic of surf camps/schools at Pacifica State Beach. After many public forums, the subcommittee put forth a recommendation to limit surf camps to a maximum number of three, to be regulated by the Parks Beaches and Recreation Department.

This direction is addressed in Ordinance No. 692-C.S., Section 4-10.116, *"The Director may promulgate rules and regulations for the reservation, rental, and use of exclusive use facilities in all beaches, and parks. The Director may also impose reasonable time, place, and manner conditions in writing to ensure that public health, safety and welfare are protected during the use of exclusive use facilities. It shall be unlawful for any person to violate such rules, regulations or conditions."*

On April 25, 2005, the recommendations were on the agenda of the regularly scheduled City Council meeting. Council approved the implementation of a policy to support the Ordinance listed above and directed staff to come back to the following meeting with some changes and clarifications to the guidelines. At the May 9, 2005, regular City Council meeting, the council directed staff to proceed with the implementation of the Pacifica State Beach Surf Camp/School Policy Guidelines. The policy set a limit of three surf camp/schools, two large (25-student limit) and one small (12 student limit).

At their regular meeting on January 23, 2013, the PB&R Commission adopted changes to the Surf Camp/School Policy that included allowing one local surf shop to apply annually for a permit to increase the number of students that were currently allowed (for surf shops) from 5 to 12 at the small surf camp rate.

At the June 8, 2020, City Council meeting, approximately 30 emails/letters and 13 speakers addressed concern over the surf camp permitting process. In particular, many wrote or stated that they were concerned about racial equity relating to beach access and that the permitting process makes it difficult for non-profits, like Brown Girl Surf (BGS) and City Surf Project (CSP) to apply for a surf camp permit.

In addition, several commenters shared personal anecdotes relating to the importance of equitable beach access, their experiences at the beach and surfing, as well as volunteering with non-profits that work with diverse communities. Many of the speakers advocated reforming the surf camp permitting process.

Since that time, several meetings on this topic have been held, below is a brief summary of those meetings.

- June 22, 2020, City Council Meeting - Council referred this work item to the Parks, Beaches and Recreation (PB&R) Commission to evaluate the Pacifica Surf Camp/School Policy to determine if/how the program could be amended to allow more surf camps to operate, or to revise the permit renewal process to support non-profits that work with diverse communities.
- On July 22, 2020, and August 5, 2020, the PB&R Commission Study Session discussions were based on the existing surf camp policy, equitable access relating to the beach and permit holders, input from the public, and a proposal from two non-profits for a Community Access Partner (CAPP) program.
- August 26, 2020 – PB&R Commission meeting – Commission approved changes to the Surf Camp/School Policy to include two CAPP participants for a six-month pilot program. Commissioners also agreed to put this on their work plan, along with scheduling additional study sessions and meetings on the topic.
- October 14, 2020 – PB&R Commission study session was held for reviewing the City's current surf camp/school requirements, guidelines, and rules to compare and contrast the requirements with other agencies and review the CAPP proposal (a second proposal was submitted by Brown Girls Surf/City Surf Project). Staff gave a presentation covering applicant qualification review, current guidelines, and rules, introduced and read the Santa Monica purpose statement, explained the percentages on the Comparison to Other Agencies

chart, and explained the projected surf camp timeline and total participant counts as broken down by season. The CAPP proposal was also summarized.

- December 16, 2020 - the Parks, Beaches, and Recreation (PB&R) Commission created a task force to consider and make recommendations regarding the City of Pacifica Surf Camp/School Policy. Soon a website was created to make available information the on the Task Force purpose, members, meeting dates as well as any supportive documents which included past staff reports, meeting agendas, and submitted proposals.

PROCESS:

The Task Force met monthly from February through August 2021, skipping September and meeting in October to review the report. The first meeting established the purpose and outcome expectations while giving the group background of the policy. In subsequent meetings, several presentations and discussions covering the current surf policy and CAPP proposal were considered. A “Current Policy Snapshot” was regularly included in the task force packet and meeting topics were outlined in a “Meeting Roadmap” which was updated as needed along the way (attached).

During the July and August meetings, the Task Force was presented with a “Recommendations Review Matrix” created to help work through the process of agreeing on final recommendations. The results of this process are in the Recommendations section of this document. Meetings were originally scheduled to go through July; however, the Task Force voted to hold two additional meetings in order to finish their work.

ATTACHMENTS:

- Surf Camp/School Advisory Task Force Policy Recommendation Chart
- Surf Camp/School Advisory Task Force Purpose and Current Policy Snapshot
- Surf Camp/School Advisory Task Force Meeting Roadmap

RECOMMENDATIONS:

- CAPP Program (Creation/Implementation) Recommendations
- Overall Policy Recommendations
- Purpose Statement
- Application process – (divide by commercial/CAPP or combine into overall?)
- Qualifications, guidelines, rules (incorporate CAPP guidelines submitted and minor changes to the existing guidelines).

Purpose Statement – The Task Force recommends the adoption of the following as a purpose statement for the Surf Camp/School Policy:

- This policy and regulations shall ensure that the beach and the surf remain a shared public resource, that the natural beauty of the beach is preserved, that the beach remains

available for both active and passive recreation and respite, that opportunities to use the beach or surf for all camps/schools, commercial and non-profit, are fairly allocated, that opportunities for surfing lessons are available for all segments of the community, including persons of all ages and economic groups, and that instructional opportunities are diverse, promoting access and equity.

Overall Application Qualification Review – (including CAPP additional criteria) The Task Force recommends the adoption of the updated Qualifications for both non-profit and commercial permittees (attached).

Guidelines and Rules - The Task Force recommends the adoption of the updated Guidelines and Rules (attached).

Surf Camp Types – the Task Force agreed 7-1 in favor of stating that “Permits for nonprofits through a Community Access Program and Commercial Camps/Schools are both supported at Pacifica State Beach.”

Number of Surf Camp Participants/Maximum – Permit Sizes and Mix.

- There was a consensus of Task Force members in agreeance that the maximum number of surf camp participants at one time should be 98.
- There was a unanimous recommendation that the ratio of students to instructors remain 5:1

Load (allocating permits based on maximum allowable program/camp participants on beach/surf versus a static number of permits) – load is the number of participants a permittee brings on the beach, how often, and when. Each permittee creates a particular “load” of participants that varies across time. The following was recommended by the Task Force:

- The concept of load be used for the CAPP permits only; no change to the current traditional/commercial camps.
- The PB&R Department should determine the number of permits based on usage, qualifications, and load.
- This policy and regulations shall ensure that the beach and the surf remain a shared public resource, that the natural beauty of the beach is preserved, that the beach remains available for both active and passive recreation and respite, that opportunities to use the beach or surf for all camps/schools, commercial and non-profit, are fairly allocated, that opportunities for surfing lessons are available for all segments of the community, including persons of all ages and economic groups, and that instructional opportunities are diverse, promoting access and equity.
- A calendaring system that maintains flexibility, doesn’t overbook, and is somewhat of a reservation system should be used and the logistics of the implementation will be up to department staff.

Application Process and Evaluation – the Task Force agreed that an RFP for both CAPP and Commercial programs would be appropriate, the lengths for each should be different.

- Recommend implementing a Request for Proposal (RFP) system.
- CAPP program every 3 years
 - a. Regardless of the number of years the permitting system was set up for, there could be a system where every 1 or 2 years, there would be the ability to review new applicants to add new permits.
 - b. A way to accept new applications.
- Commercial permits every 5 years

Timeline for Process – recommend a phased-in approach for permits be established and announced by the PB&R Commission

- CAPP Timeline – Jan 2022 Announcement of RFP, April 2022 Applications due, July 2022 Announcement of Permits, June 2023 Program Commences
- Commercial Timeline – end of 2021/Jan 2022 Announcement of RFP, June 2022 Applications Due, Jan 2023 Program Commences

Reviewing Body -

- Community Application Review Board (CARB) for CAPP
- PB&R Commission to review commercial applicants

HISTORY AND NEXT STEPS:

UPDATES & NEXT STEPS:

This report was presented to Parks, Beaches, and Recreation Commission on November 17, 2021 where it was available for public input and was recommended for adoption by The Commission. It will then be presented to the City Council on January 10, 2021.

- **CAPP Program** – full implementation (rolled into existing policy) – submit guidelines with suggested changes
 - a. Application specifics
 - b. Qualifications
- **Scheduling**
 - a. See Load
- **Application Process**
 - a. Developing a plan for the implementation, workload, and oversight requirements.
- **Review Process**
 - a. An ongoing detailed review of the whole program at set time intervals.

Item #	Surf Camp/School Advisory Task Force Program Recommendations	Recommendation Status	Vote YES/No *
	Contents		
	Purpose Statement		
	Overall Applicant Qualification Review		
	Permit Sizes and Mix		
	Load (Allocating permits based on maximum allowable program/camp participants on the beach/surf versus a static number of permits)		
	Application Process and Evaluation		
	PURPOSE STATEMENT		
1	This policy and regulations shall ensure that the beach and the surf remain a shared public resource, that the natural beauty of the beach is preserved, that the beach remains available for both active and passive recreation and respite, that opportunities to use the beach or surf for all camps/schools, commercial and non-profit, are fairly allocated, that opportunities for surfing lessons are available for all segments of the community, including persons of all ages and economic groups, and that instructional opportunities are diverse, promoting access and equity.	New Recommendation	
	Overall Applicant Qualification Review		
2	Task Force approves the recommendation for the Qualifications for both nonprofit and commercial permittees. CAPP Additional Criteria(See below Exhibit A)	Modified Recommendation	8/0
	Guidelines and Rules		
3	Task Force approves the recommendation for the Guidelines and Rules. (See below Exhibit A)	Modified Recommendation	8/0
4	Recommendation to add to policy: No camps during major summer holidays to include: Memorial Day, 4th of July, Labor Day.	New Recommendation	8/0
	Surf Camp Types		
5	Permits for nonprofits through a Community Access Program and Commercial Camps/Schools are both supported at Pacifica State Beach.	New Recommendation	8/0
	Number of Surf Camp Participants/Maximum		
	Permit Sizes and Mix		
6	The maximum number of surf camp participants at one time should be 98.	Agreed	8/0
7	The ratio of students to instructors should be 5:1.	Agreed	8/0
8	The nonprofit small camp size is a 15 person camp (vs 12 for commercial)	New Recommendation	6/1
	Load (Allocating permits based on maximum allowable program/camp participants on the beach/surf versus a static number of permits)		
9	"Load" permit process will be used verses a set # of permits for CAPP schools only	New Recommendation	7/1
10	The PB&R Department will determine the number of permits based on usage, qualifications, and load.	New Recommendation	7/1
11	Blocks of time will be used verses entire days for CAPP schools only.	New Recommendation	8/0
12	A calendaring system will be established for permittees to schedule their blocks of time/days.	New Recommendation	8/0
13	The PB&R Department will determine the order of selection for the calendaring system.	New Recommendation	Agreed
	Application Process and Evaluation		
14	The RFP (Request for Proposal) process will be used for CAPP permits.	New Recommendation	8/0
15	The RFP process will be used for Commercial permits.	New Recommendation	7/0
16	A phased in approach will be developed to expand CAPP in 2022 and move to RFP for commercial camps in a future year.	New Recommendation	See timeline in Recommendations
17	The length of time for a permit for CAPP is 3 years and Commercial is 5 years.	New Recommendation	7/0
18	A CARB (CAPP Application Review Body) program will be used for CAPP applicants.	New Recommendation	6/0
19	The PB&R Commission will serve as the Application Review Body for commercial schools.	New Recommendation	6/0

*The Task Force used a “level of agreement” process with recommendations on a scale from 0-5.
 A vote of 0,1,2 being a "no" and a vote of 3,4,5 indicating "yes."
 0 = No way / 1 = Hold on / 2 = Convince me / 3 = ok / 4 = Good / 5 = Love it

Surf Camp/School Advisory Task Force Purpose and Current Policy Snapshot

Task Force Purpose: To consider and make recommendations to the Parks, Beaches and Recreation Commission regarding the City of Pacifica Surf Camp/School Policy. As adopted by the Parks, Beaches, and Recreation Commission (12/16/20) the Task Force will review:

- **Full Implementation of a Community Access Partner Permit (CAPP)** program with an intention to provide equitable access for underrepresented groups. (currently being piloted –approved through 2021).

- **Overall Surf Camp/School Policy including but not limited to:**

- Camp/student limits with consideration of “load” or number of surf camp/school participants on the beach in place of permitting a static number of camps.
- Consider implementation of a calendar of times of use and schedules by permittee to develop the number of permits to be issued.
- Review hours of operations (weekday, weekend, summer/balance of year) and location of camps.
- Safety and environmental considerations.
- Overall purpose/mission of the Surf Camp/School Policy.

- **Application Process**

- Permit Approval
 - Automatic approval of existing permittees or shift to RFP process
 - Timing of RFP – length of permit term; how far in advance open
 - Develop criteria and scoring rubric
 - Application Requirements/Applicant Qualifications

Policy Rules	Current	CAPP Pilot/Phase I	Surf Camp Students
Number of Camps/School Permits	2 large with a limit of 25 students (1:5 ratio)		50
	1 small with a limit of 12 students (1:5 ratio)		12
Local Surf Shop Permit	1 Local Surf Shop with a limit of 12 (1:5 ratio)		12
Local Surf shops who hold a Pacifica Business License but not a permit	May also continue teaching individual and small group lessons with a maximum of 5 students to maintain 1/5 ratio		
<i>Total Students pre CAPP</i>			74
CAPP Pilot/Phase I		2 small with a limit of 12 students (1:5 ratio)	24
<i>Total Students with CAPP Phase I</i>			98
Camp Hours	Weekdays – 8am-Sunset unrestricted	Same	
	Weekends – 8am – 12 noon Unrestricted	Same	
	12 Noon -Sunset – 10/camp max	Same	
Area of Operations	Between north restrooms and San Pedro Creek	Same	

Surf Camp/School Policy Advisory Task Force

Meeting Roadmap

- **#1 – February 16, 2021**
Task Force Introductions. Overview of Purpose and Outcome Expectations. Organization and Protocols. Background of Policy and survey of other municipal programs.
- **#2 – March 16, 2021**
Current Surf Camp/School Rules Matrix. Schedule and usage of beach by operators
Community Access Partner Permit (CAPP) program criteria and framework.
- **#3 – April 20, 2021**
CAPP Program Framework Scenarios.
- **#4 – May 18, 2021**
Overall Policy Purpose Statement. Current Policy Overview with focus on current permit limits on camps/numbers of students per camp and potential shift to student “load.”
- **#5 - June 15, 2021**
Recap Progress. Review and discuss potential recommendations.
- **#6 July 20, 2021**
Recommendations and Report.

APPLICANT QUALIFICATION

- Pacifica business license (there is no business license fee for non-profit)
- Facility Use (permit) form via PB&R
- Price list of camp fees and program structure/basic curriculum and schedule - curriculum should also include discussion of organizations safety and stewardship policy, appropriate to the length of the session
- Copy of Certificate of Insurance for \$3 million-dollar (\$3,000,000) liability insurance for current year naming the City of Pacifica as additionally insured/certificate holder
- Proof of Workers' Compensation policy of one hundred thousand dollars (\$100,000) if you have employees
- Safety plan and business plan submitted with application
- Proof of current CPR certification on file for each employee – lifeguarding certification by at least one staff on duty is highly desirable (should this be required?)
- Applicants must submit their schedule of classes/usage
- The organization delivers services consistent with the purpose and resource values of the park facilities granted
- The organization has developed interpretive, educational and/or recreational programming to outdoor spaces with demonstrated results
- All applicants will be required to attest to the following:
 - Must have proper equipment in good condition
 - Must have trained staff to effectively execute their class objectives
 - All staff must be proficient in surfing and proficient at being good educators

Guidelines and Rules

- Two surf schools/surf camps with a limit of 25 students per class
- One surf school/surf camp with a limit of 12 students per class
- Two Community Access Partnership Program (CAPP)* camps with a limit of (12) students per class added as part of a pilot program extended through 2021.
- The ratio of five (5) students per instructor (minimum requirement)
- All instructors under the age of 18 must be supervised if working with minors
- Students surfing outside the impact zone (beyond the breakwaters) and/or independently, must wear leashes
- Instructors to be identified by colored jersey with “Surf Instructor” on back (preferably red)
- Students to also wear a different colored jersey for identification and wetsuits for protection

- Individual surfing by instructors should be for demonstration and instructional purposes only
- Camp hours on weekends: 8 AM to 12 Noon; 10 or fewer students per camp between 12 Noon and sunset (weekends)
- Area of operations is restricted to the area between the north restrooms and the San Pedro Creek
- Camps/lessons will need to be canceled if water is too crowded, conditions unsafe or if only one wave break is surf-able
- Local Surf Shops who hold a Pacifica Business License, carry Liability and Workers Compensation Insurance, may continue the practice of employees teaching individual and small group lessons with a maximum of 5 students in keeping with the ratio of five (5) students per Instructor (minimum safety requirement)
 - o One local surf shop may apply annually for a permit to increase the number of students (up to 12) at the small surf camp rate

Day passes may be issued for other groups/events at the Directors discretion and in keeping with preserving the safety and minimizing the density of use.

CAPP ADDITIONAL CREITERIA

- The organization is exempt from taxation pursuant to Section 501(c)(3) of the Internal Revenue Code; (is a 501(c) (3) themselves or is a fiscally sponsored project of a 501(c)(3))
- The organization specializes in serving people from low income or underrepresented groups who face obstacles, such as, but not limited to, transportation, cost, and disenfranchisement, to general public access and/or surfing at the beach; will offer their services for free or significantly subsidized, in order to advance access for those groups to this public space.
- The organization has instructors with specific training to the programming and cultural competencies to address the needs of participants served.

#P21OA006

Operating Agreement

with

City of Pacifica

for

Pacifica State Beach

STATE OF CALIFORNIA – NATURAL RESOURCES AGENCY
DEPARTMENT OF PARKS AND RECREATION
PARTNERSHIPS DIVISION
1416 NINTH STREET, 14TH FLOOR
SACRAMENTO, CA 95814



OPERATING AGREEMENT

for

Pacifica State Beach

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OPERATING AGREEMENT

with
City of Pacifica
for
Pacifica State Beach

This OPERATING AGREEMENT ("Agreement"), by and between the STATE OF CALIFORNIA, acting through the Department of Parks and Recreation, hereinafter referred to as "**State**", and the City of Pacifica, a municipal corporation, hereinafter referred to as "**City**", each a "**Party**" and collectively referred to as the "**Parties**."

WITNESSETH:

Whereas, pursuant to the provisions of § 5080.30, et seq., of the California Public Resources Code (PRC), State may enter into an operating agreement with any city, county, district, public agency, or combination thereof of the State of California for the care, maintenance, administration, and control of lands under the jurisdiction of State for the purpose of the state park system; and

Whereas, State has acquired for park and recreational purposes certain real properties known as Pacifica State Beach located within San Mateo County; and

Whereas, State and City desire to enter into an Agreement to provide for the development, operation, control, and maintenance of Pacifica State Beach by City; and

Whereas, the Legislature in the Budget Act of 2014/2015 has authorized the State and City to enter into said agreement; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the Parties hereto agree as follows:

1. PREMISES

A. State authorizes City to develop, operate, control, and maintain Pacifica State Beach as shown in **Exhibit A**, which is attached hereto and incorporated herein, hereafter referred to as "Premises". City agrees to accept Premises, including facilities covered by this Agreement, and take the same in their present condition "AS IS" with all faults, and agrees to maintain the same in a safe and tenable condition, and, at any termination of this Agreement, to promptly turn back the same to State in the same or better condition, reasonable wear and tear excepted. State shall not be obligated to make any alterations, additions, or betterments to the Premises except as otherwise provided for in this Agreement. This Agreement is not intended to and does not create any third party rights and in no event shall be relied on by any party other than City and State.

B. Any time City is required to obtain State approval, consent, or permission, State approval shall be in writing.

C. Notwithstanding any other provision in this Agreement, the requirements of this Agreement are limited to the State Beach parcels designated in Exhibit A, and no provision of this Agreement shall apply to restrict the use of City-owned parcels by City.

2. TERM

The term of this Agreement shall be for a period of Twenty Five (25) years and shall commence on the first of the month following approval by the State of California Department of General Services. Should City hold-over after the expiration of the term of this Agreement with the express or implied consent of the State, such holding-over shall be deemed to be a tenancy from month-to-month at the herein stated rent as set forth in this Agreement subject to all the terms and conditions of this Agreement.

3. USE OF PREMISES

City agrees to develop, operate, control, and maintain the Premises as a state beach for the use and enjoyment of all citizens of the State of California, and all other persons entitled to use and enjoy the same with related concessions and/or other

facilities accessible and subject to the use and enjoyment of the general public.

Development and operation of the Premises shall be conducted in accordance with all applicable State general planning principles which includes the 1990 Pacifica State Beach General Plan and subsequent revisions, State Parks and Recreation Commission policies and all federal, state, and local government statutes, laws, and regulations. At a minimum, City agrees to operate and maintain the Premises for public recreation to include day use area, restroom facilities and a parking lot, in accordance with the 1990 Pacifica State Beach General Plan and subsequent revisions.

City currently allows the use of the Premises for environmental clean-up events, "off the grid" food events, surf contests, photography shoots, film shoots, educational events, recreational events, and other similar events that are currently permitted by the City at the Premises. City and State agree that such uses are permitted uses of the Premises. City may conduct surf camps on City property, outside of the Premises, or as a concession on the Premises in accordance with Section 8, Concessions.

City may adopt rules and regulations for the use and enjoyment of the Premises by the public. Any such rules and regulations adopted by City shall conform to, and be consistent with, the rules and regulations adopted by State and generally applicable to the California State Park System. The Premises shall not be used for any purpose other than those permitted by this Agreement.

City shall not use or permit the Premises to be used in whole or in part during the term of this Agreement for any purpose other than as herein set forth without the prior consent of the State.

4. CONSIDERATION

In consideration of the services to be performed by City pursuant to this Agreement, State hereby authorizes the use of the Premises by City on a rent-free basis on the condition that City exert a good faith effort in performing the terms and conditions of this Agreement. In the event that City fails to exert such good faith effort, the Premises shall revert back to the State, at State's option, and State shall have the

right to pursue any other remedies available under this Agreement and/or otherwise available by law.

Any revenue to City derived from its control and operation of Premises for services, benefits, or accommodation to the general public, or otherwise, shall be used only for the operation, and maintenance of lands and/or facilities located within Pacifica State Beach, or for the development and renovation of improvements as outlined in the following section. Any such portion of revenue as may exceed costs and expenses described in this paragraph shall be remitted to State in accordance PRC § 5080.32 (b)(2). For the avoidance of doubt and notwithstanding anything to the contrary in this agreement, parking revenue subject to this restriction and reporting under this agreement shall be limited to revenue derived from the 29 parking spaces as are located on State Beach parcels, and parking revenue subject to this restriction shall be determined by apportionment as compared to revenue from the total number of parking spaces from parking lots and other paid parking operated by the City.

5. CONSTRUCTION AND COMPLETION OF IMPROVEMENTS

A. At no cost or expense to the State, City may undertake new construction, reconstruction, and renovation subject to the following provisions:

- 1) In the event that City desires to undertake improvements that constitute renovation, reconstruction or new construction to any part of the Premises, including: changes to structural design, landscape design, interior or exterior fixtures, design, and/or furnishings; or resource management projects (collectively "Alteration(s)"), approval by State District Superintendent or his/her designee shall be obtained prior to the commencement of non-cultural or non-natural resources related work in excess of \$25,000.
- 2) Any cultural or natural resources related work shall be conducted only with prior State District Superintendent (or her/his designee) advance approval and in compliance with section 25, "Environmental Compliance and Resource Protection".

Alterations involving non-cultural or non-natural resources related work in excess of \$25,000, and all cultural or natural resources related work (regardless of dollar amount) shall follow requirements in **Exhibit B**.

B. For all Alterations erected on the Premises by City, upon completion of construction, City shall (1) record a Notice of Completion, with a copy provided to the State; (2) provide State with a complete set of "as-built" plans for all improvements in a format reasonably acceptable to State; (3) submit evidence that all improvements are clear of any mechanic's liens or stop notices; (4) submit an accounting of cost for all Alterations, excluding equipment and trade fixtures that are the personal property of City; (5) City must demonstrate full compliance with the pertinent state and federal accessibility laws, including but not limited to, the Americans with Disabilities Act of 1990, Titles II. Equipment and trade fixtures purchased with revenue derived from operation of the Premises shall not be considered property of City.

C. All work shall be performed in a professional manner, and will comply substantially with plans and specifications submitted to State as required herein and with all applicable governmental permits, laws, ordinances, and regulations. It shall be the responsibility of City, at its own cost and expense, to obtain all licenses, permits, security, and other approvals necessary for the construction of approved Alterations. City shall comply with any applicable public bidding requirements as set forth in the California Public Contract Code.

D. Title to all permanent Alterations affixed to real property existing or hereafter erected on Premises, regardless of who constructs such improvements, shall upon completion become State's property, and realty and title shall vest in State without compensation to City. Notwithstanding any other provision of this Agreement, upon termination of this Agreement, City may at its option remove any or all Alterations erected on the Premises by City, other than: (1) Alterations erected with funds realized through income generated from the Premises, or (2) Alterations the cost of which has been paid or reimbursed by the State, which shall be considered the City's property upon removal. State may elect, by notice to City, that City must remove any Alterations that are peculiar to City's use of the Premises and are not compatible with State's systems or used by State and/or future occupants of the Premises. In this event, City

shall bear the cost of restoring the Premises to their condition prior to the installment of the Alterations.

E. There are no known eligible or potentially eligible historic properties on the Premises.

6. MAINTENANCE OBLIGATIONS OF CITY

A. During the term of this Agreement and at City's own cost and expense, City shall maintain and operate the Premises in accordance with **Exhibit C**, City of Pacifica Minimum Maintenance Requirements. All construction, operation, and maintenance shall be in accordance with all laws, codes, regulations, ordinances, and generally accepted industry standards pertaining to such work.

B. Should City fail, neglect, or refuse to undertake and complete any required maintenance, State shall have the right to perform such maintenance or repairs for the City. In this event, City shall promptly reimburse State for the cost thereof, provided, however, that State shall first give City thirty (30) days written notice of its intention to perform such maintenance or repairs. State shall not be obligated to make any repairs to or maintain any improvement on the Premises. City hereby expressly waives the right to make repairs at the expense of the State. State has made no representations regarding the condition of the Premises, except as specifically set forth in this Agreement.

C. State reserves the right to enter the Premises for inspection and work related to its care and maintenance during the term hereof, provided that State shall give City reasonable written notice of its intention to do any of the work herein mentioned before such work is undertaken.

7. CONFLICT RESOLUTION

In the event that a conflict arises between the parties regarding this Agreement the Parties shall make a good faith attempt to resolve the conflict through the following steps:

A. Informal communication and discussion to identify the specific issue and potential solutions.

- B. If not resolved by the above measure, formal written communication to the other party to identify the specific issue and potential solutions.
- C. If not resolved by the above measure, a meeting of State and City representatives at a mutually acceptable time and place to address the specific issue and potential solutions.
- D. If not resolved by the above measure, State and City representatives shall agree on mediation to address the specific issue and potential solutions.
- E. If not resolved by the above measures, State and City may terminate the Agreement and shall seek a mutually acceptable distribution of property and funds.

8. CONCESSIONS

Subject to prior approval by State, City may grant concessions in or upon the Premises consistent with the requirements of State under PRC §§ 5080.33 and 5080.34. All concession contracts shall be subject to the requirements of PRC § 5080.20 and shall be assumable and/or subject to termination by State, at State's sole discretion, in the event this Agreement is terminated by its terms. No concessions that exploit public lands for commercial purpose shall be granted by City. Further, all concession agreements shall be made subject to audit by State. State shall have the right, through its representative and at all reasonable times, to examine and copy all working papers supporting concessionaire's annual financial statement. In addition, the State, acting through its representative, may conduct additional independent reviews of the concession operations upon written notification of such intent to City.

City acknowledges that concessions are designed to enhance the general public's recreational and educational experience in units of the state park system, usually in a repetitive or ongoing basis. The requirements of this Section 8 shall not apply to special events including environmental clean-up events, non-recurring "Off the Grid" food events, surf contests, photography shoots, film shoots, educational events, recreational

events, and other similar events that are currently offered through or are permitted by the City at the Premises.

The requirements of this Section 8 shall not apply to surf camps as long as City conducts the surf camps on City property, not the Premises.

9. TAXES

City, by signing this Agreement, acknowledges that occupancy interest and rights to do business on State property may create a possessory interest as that term is defined in Revenue and Taxation Code § 107.6, which possessory interest may subject a concessionaire to liability for the payment of property taxes levied on such possessory interest. City and/or any concessionaire engaged by City shall pay all lawful taxes, assessments, or charges that may be levied by the state, county, city, or any tax or assessment levying body at any time upon any interest in or created by this Agreement, or any possessory right that City and/or any concessionaire may have in or to the Premises covered hereby or the improvements thereon, by reason of City and/or any concessionaire's use or occupancy thereof or otherwise, as well as all taxes, assessments, and charges on goods, merchandise, fixtures, appliances, equipment, and property owned by City and/or any concessionaire in or about the Premises.

10. RECORDS AND ACCOUNTS

A. At all times during the term of this Agreement, City shall keep separate, true, and complete books, records, and accounts of all income and fees received and all expenditures made by City in relation to concessions, events, special services, and all other matters incident to the development, control, operation and maintenance of the Premises. City shall report said income, expenditures and attendance to State in accordance with "**Exhibit D**" Annual Revenue and Expenditure Report, or in a similar format acceptable to State on an annual basis, which annual report shall be submitted for the period commencing July 1st and ending June 30th of each reporting year, and shall be filed with State no later than the following September 30th. In addition, within forty-five (45) days of the expiration or termination of this Agreement, City shall submit to

State a statement of income and expenditures for the period of operation not previously reported, prepared as set forth above.

B. City shall provide State with an annual attendance report to include a reasonable annual estimate of the number of visitors and vehicles to Premises. Such annual reports shall be submitted to State with the Annual Revenue and Expenditure Report by September 30th each year.

C. The books, records, and accounts applying to the operation of the Premises and kept by City shall be open for audit or inspection by State at all reasonable times. All records shall be kept by City for a period of at least four (4) years.

D. Premises currently does not have concessions, nor use of cash registers. Should this change in the future, City shall obtain and install cash registers or other accounting equipment acceptable to the State, through which City shall record all gross receipts from the operation of the Premises. This equipment shall be non-resettable and shall supply an accurate recording of all sales on tape and produce a receipt for each transaction. All such equipment shall have a customer display that is visible to the public. City shall make all cash register tapes available to the State upon State's request. City shall provide a cash register receipt to each customer setting forth the full amount of a sale. Upon such time the State's Point of Sale (POS) system, or equivalent, is offered to the City, the City is obligated to use the system and pay any applicable transaction fees.

11. UTILITIES AND SERVICES

City shall be responsible for all expenses resulting from utilities supplied to the Premises. City shall be responsible for lighting, sinks, showers, toilets, and all expenses associated with those facilities within the Premises.

12. INSURANCE

A. Commercial General Liability Insurance: At its sole expense, City agrees to maintain in force during the term of this Agreement comprehensive general liability insurance, insuring against claims for injuries to persons or property occurring in, upon, or about Premises. The insurance shall have limits of not less than ONE MILLION DOLLARS (\$1,000,000) for injuries to person or persons, with TWO MILLION DOLLARS

(\$2,000,000) aggregate; and not less than ONE MILLION DOLLARS (\$1,000,000) for property damage.

B. State agrees that City, at City's option, may self-insure the coverage required by this section.

C. Each policy of liability insurance shall contain additional named insured endorsements in the name of the State of California, through its Department of Parks and Recreation, as to all insurable interests of the State including, but not limited to, the Premises and all contents as follows:

- 1) State of California, its officers, employees, and servants are included as additional insured but only insofar as operations and facilities under this Agreement are concerned;
- 2) The insurer will not cancel or reduce the insured's coverage without thirty (30) days prior written notice to State.

D. Worker's Compensation and Employer's Liability Insurance: City shall maintain statutory worker's compensation and employer's liability insurance for all of City's employees who will be engaged in the performance of work on the property, including special coverage extensions where applicable. When work is performed on State-owned or controlled property the Workers' Compensation and Employers' Liability policy shall be endorsed with a waiver of subrogation endorsement in favor of the State (this endorsement shall also be provided).

E. No cancellation provision in any insurance policy shall diminish the responsibility of the City to furnish continuous insurance throughout the term of the Agreement. A signed Certificate of Insurance, with each endorsement required, including but not limited to State's additional insured endorsement, shall be submitted to State at the time this Agreement is executed, showing that the required insurance has been obtained. Further, at least thirty (30) days prior to the expiration of any such policy, City shall submit to State a signed and completed Certificate of Insurance, with all endorsements required by this section, showing, to the satisfaction of State, that such insurance coverage has been renewed or extended. Within fifteen (15) days of State's request, City shall furnish State with a signed and complete copy of the required policy and/or evidence of self-insurance.

F. City agrees to impose the foregoing insurance requirements on any and all concessionaires and shall require that State be named as an additional insured on all policies. Failure to provide any of the required insurance and/or endorsements shall constitute a material breach of this Agreement.

13. HOLD HARMLESS AGREEMENT

City shall indemnify, hold harmless, and defend State, its officers, agents, and employees against any and all claims, demands, damages, costs, expenses, or liability costs (including but not limited to reasonable attorney fees, experts fees, and costs of suit), arising indirectly or directly out of the development, operation, or maintenance of the Premises by City, or in any way related to the performance of this Agreement by City, by reason of its acts or omissions relating to the Premises and/or its obligation pursuant to this Agreement and/or by reason of injury, death, property damage, or any claim arising from the alleged violations of any state or federal law, statute, or regulations, including but not limited to the Americans with Disabilities Act of 1990 Titles I, II and III (ADA), however caused or alleged to have been caused, provided, however, in no event shall City be obligated to defend or indemnify State with respect to the sole negligence or willful misconduct of State, its employees, or agents (excluding City herein, or any of its concessionaires).

In the event State is named as co-defendant in a legal action under the provisions of the Government Code § 810 et seq., and served with process of such legal action, State shall immediately notify City of such fact. If State undertakes to represent itself as co-defendant in such legal action, State shall bear its own litigation costs, expenses, and attorney's fees.

State shall indemnify, hold harmless, and defend City, its officers, agents, and employees against any and all claims, demands, damages, costs, expenses, or liability costs, (including but not limited to reasonable attorney fees, experts fees, and costs of suit), arising indirectly or directly out of the development, operation, or maintenance of the Premises by State, or in any way related to the performance of this Agreement by State, by reason of its acts or omissions relating to the Premises

and/or its obligation pursuant to this Agreement and/or by reason of injury, death, property damage, or any claim arising from the alleged violations of any state or federal law, statute, or regulations, including but not limited to the Americans with Disabilities Act of 1990 Titles I, II and III ["ADA"], however caused or alleged to have been caused, provided, however, in no event shall State be obligated to defend or indemnify City with respect to the sole negligence or willful misconduct of City, its employees, or agents.

In the event City is named as co-defendant in a legal action under the provisions of the Government Code § 810 et seq., and served with process of such legal action, City shall immediately notify State of such fact. If City undertakes to represent itself as co-defendant in such legal action, City shall bear its own litigation costs, expenses, and attorney's fees.

In the event judgment is entered against State and City because of the concurrent negligence of State and City, their officers, agents, or employees, an apportionment of the liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

14. EMINENT DOMAIN PROCEEDINGS

If the Premises or any portion thereof is taken by proceedings in eminent domain, State shall receive the entire award for such taking, except that City shall receive out of said award the fair market value of any Alterations constructed by City other than (1) Alterations erected with funds realized through income from said property, or (2) Alterations the cost of which has been paid or reimbursed by State.

15. PROHIBITIONS AGAINST ASSIGNING, SUBLETTING

This Agreement and/or any interest therein or thereunder shall not be assigned, delegated, mortgaged, hypothecated, or transferred by City without obtaining the prior consent of State.

16. NOTICES

Any notice and/or report required to be given or that may be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States Postal Service, postage prepaid, and addressed as follows:

State: Department of Parks and Recreation
Santa Cruz District Office
303 Big Trees Park Road
Felton, CA 95018
(831) 335-6318

Copy to: Department of Parks and Recreation
Partnerships Division
P.O. Box 942896
Sacramento, CA 94296-0001

Agency: City of Pacifica
Parks, Beaches and Recreation
1810 Francisco, Blvd.
Pacifica, CA 94044
(650) 738-2165

Copy to: Burke, Williams & Sorensen, LLP
1901 Harrison Street, 9th Floor
Oakland, CA 94612
(510) 273-8780
Attn: Michelle Marchetta Kenyon

17. DEFAULTS AND REMEDIES

A. Prior to a declaration of default, or termination of the Agreement, the parties shall follow the procedures set forth in Section 7, Conflict Resolution.

B. Any failure by a party to this Agreement to observe or perform a provision of this Agreement, where such failure continues for thirty (30) days after written notice of

such failure, shall constitute a default and breach of this Agreement. However, if the nature of the default is such that it cannot be reasonably cured within the thirty (30) day period, the offending party shall not be deemed to be in default if an effective cure is commenced within the thirty (30) day period and thereafter diligently prosecuted to completion.

C. Upon an event of default by State, City shall have the right to terminate this Agreement by providing written notice to the State.

D. Upon an event of default by City, State shall have the right to terminate this Agreement and obtain immediate possession of the Premises at any time by written notice to City. In such an event, State shall be entitled to all rights and remedies of law and/or in equity, including but not limited to, costs and expenses incurred by State in recovering possession of and/or restoring the Premises and compensation for all detriment proximately caused by City's failure to perform its obligations under this Agreement.

18. TERMINATION

Notwithstanding the provisions of Section 17, DEFAULTS AND REMEDIES, either party may terminate this Agreement for any reason. The party who wishes to terminate the Agreement shall give written notice of its intention no later than three hundred and sixty five (365) days before the scheduled termination date. Such notice shall be given in writing and shall be effective on the date given in the notice as the scheduled date for the termination of the Agreement.

19. SURRENDER OF THE PREMISES; HOLDING OVER

A. Surrender: On expiration of this Agreement or within thirty (30) days after earlier termination of this Agreement, City shall surrender the Premises to State with all fixtures, improvements, and Alterations in the same condition as existed on the beginning of the Term of this Agreement, except for fixtures, improvements, and Alterations that City is obligated to remove or that City may remove pursuant to section 5(D) of this Agreement. City shall remove all of its personal property and shall perform all

restoration required by the terms of this Agreement within the above stated time unless otherwise agreed to in writing.

If City fails to surrender the Premises as required by this section, City shall hold State harmless for all damages resulting from City's failure to surrender the Premises.

B. Holding Over: After the expiration or earlier termination of the term and if City remains in possession of the Premises with State's express consent, such possession by City shall be deemed to be a temporary tenancy terminable on thirty (30) days written notice given at any time by either party. All provisions of this Agreement, except those pertaining to the term, shall apply to the temporary tenancy.

20. REAL PROPERTY ACQUISITION

It is understood and agreed to by the Parties that all applications for real property rights, appurtenant to the Premises, shall be made in the name of and on behalf of State, and shall be subject to the prior approval of State.

21. COMPLIANCE WITH LAWS, RULES, REGULATIONS, AND POLICIES

City and its officers, agents and employees shall comply with all applicable laws, rules, regulations, and orders existing during the term of this Agreement, including obtaining and maintaining all necessary permits and licenses. City acknowledges and warrants that it is, or will make itself, through its responsible managers, knowledgeable of all pertinent laws, rules, ordinances, regulations, or other requirements having the force of law affecting the operation of the Premises, including but not limited to laws affecting health and safety, hazardous materials, pest control activities, historical preservation, environmental compliance, and building standards.

22. NON-DISCRIMINATION

Pursuant to PRC § 5080.34, this Agreement and every contract on lands that are subject to this Agreement shall expressly prohibit discrimination against any person because of sex, sexual orientation, race, color, religious creed, marital status, ancestry, national origin, medical condition, age (40 and above), and disability (mental and physical) including HIV and AIDS.

City shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 et seq.) and the applicable regulations promulgated thereunder (CA Code Regs, tit. 2, § 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code § 12990 (a-f), are incorporated into this agreement by reference and made a part hereof as if set forth in full (2 CCR's § 7285.0). City shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

City shall include the non-discrimination and compliance provisions of this clause in all contracts to perform work under and/or in connection with this agreement.

23. DISABILITY ACCESS LAWS

With regard to all operations and activities that are the responsibility of City under this Agreement, and without limiting City's responsibility under this Agreement for compliance with all laws, City shall be solely responsible for complying with the requirements of the Americans with Disabilities Act of 1990 (ADA) (Public Law 101-336, commencing at § 12101 of Title 42, United States Code, including Titles I, II, and III of that law), the Rehabilitation Act of 1973, and all related regulations, guidelines, and amendments to both laws.

With regard to all City constructed facilities and alterations made by City under this Agreement, City also shall be responsible for compliance with Government Code § 4450, et seq. Access to Public Buildings by Physically Handicapped Persons, and Government Code § 7250, et seq., Facilities for Handicapped Persons, and any other applicable laws, regulations, guidelines and successor statutes. Such compliance shall be at City's sole cost and expense. State shall be solely responsible with respect to facilities it constructed.

24. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

By signing this Agreement, City does hereby certify, that no final, unappealable findings of contempt of court by a federal court have been issued against City within the two-year period immediately preceding the date of this Agreement because of City's

failure to comply with a federal court order that City shall comply with an order of the National Labor Relations Board.

25. ENVIRONMENTAL COMPLIANCE AND RESOURCE PROTECTION

The City shall comply with State's Cultural and Natural resource management policies and mandates in the conduct of all activities that may potentially affect cultural, natural, and/or scenic values, and is responsible for maintaining current knowledge of these requirements as they may be amended. These mandates may include, but are not limited to, the California Environmental Quality Act (CEQA/PRC § 21000 et seq.), the Memorandum of Understanding between California State Parks and the Office of Historic Preservation Executive Orders W-26-92 and B-10-11, Departmental Notice 2004-02, PRC §§ 5024, 5024.5 and 5097 et seq., the Native American Graves Protection and Repatriation Act (NAGPRA) (PL 101-601, 25 U.S.C. 3001 et seq., 104 stat. 3048) Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings, California Endangered Species Act, the Federal Endangered Species Act, the Clean Air Act, Clean Water Act, and the Porter Cologne Water Quality Act. When an undertaking has a Federal nexus, the National Historic Preservation Act (NHPA)- § 106 (36 CFR Part 800.1 to 800.16) and the National Environmental Policy Act (42 U.S.C. § 4321) will be required as well. The California State Parks Departmental Operations Manuals (DOM 300, 400, 2000) for natural and cultural resources shall also be complied with for projects with a potential to affect resources.

City acknowledges relevant Natural Resource Management policies include, but are not limited to, Resource Guidelines attached hereto as **Exhibit E**, and Departmental Notice 2014-02 Western Snowy Plover Management, attached hereto as **Exhibit F**.

Specific obligations of these Natural Resource Management policies and directives shall not apply to the City where those obligations are by their nature the responsibility of State, and do not apply to the operation of a single park unit.

In recognition of the sensitive natural resources known to exist at the Premises, City will, in cooperation with State, prepare an annual Natural Resource Management

Plan and submit it to State by September 30 each year. The Natural Resource Management Plan will list the measures that the City expects to implement to fulfill the relevant Natural Resource policies contained in the California State Parks and Recreation Department Operations Manual and in the Department Notice included as **Exhibit E and F**. City will implement the actions identified in the Natural Resource Management Plan to the extent feasible and evaluate the results in an annual Natural Resource Management Report, to be submitted by September 30 of each year.

All resource management projects proposed within the Premises will be undertaken with the oversight provided by the appropriate State staff, specifically Environmental Scientists, State Historians, and State Archaeologists.

Sensitive information will be safeguarded from general public distribution as required by state and federal law (California Government Code §§ 65040.2(g)(3); 6254.10; 43 CFR 7, § 7.18(a)).

26. HAZARDOUS SUBSTANCES

A. On the Premises City shall not:

- 1) Keep, store, or sell any goods, merchandise, or materials that are in any way explosive or hazardous;
- 2) carry on any offensive or dangerous trade, business, or occupation;
- 3) use or operate any machinery or apparatus that shall injure the Premises or adjacent buildings in any way; or
- 4) do anything other than is provided for in this Agreement.

B. Nothing in this section shall preclude City from bringing, keeping, or using on or about said Premises such materials, supplies, equipment, and machinery as is appropriate or customary in the care, maintenance, administration, and control of parklands. Gasoline, oils, and all other materials considered under law or otherwise to be hazardous to health and safety shall be stored, handled, and dispensed as required by applicable regulations and laws.

C. City shall comply with all laws, federal, state, or local, existing during the term of this Agreement pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law. In the event

the State or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney fees and costs, as a result of the City's illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, City shall protect, indemnify, defend, and hold harmless any of these individuals against such liability. Where City is found to be in breach of this provision due to the issuance of a government order directing City to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition directly caused by City or any person acting under City's direct control or authority, City shall be responsible for all costs and expenses of complying with such order including any and all expenses imposed on or incurred by the State in connection with or in response to such government order.

D. Notwithstanding the foregoing, in the event a government order is issued naming City, or City incurs any liability during or after the term of the Agreement in connection with contamination that preexisted the City's obligations and occupancy under this Agreement, or prior agreements or that were not directly caused by City, the State shall be solely responsible as between City and State for all expenses and efforts in connection therewith, and State shall reimburse City for all reasonable expenses actually incurred by City therewith including, but not limited to, reasonable attorney fees and other associated costs and expenses.

E. All pest control activities, chemical and non-chemical, shall be approved by State prior to action by the City. City or the pest control business acting on behalf of City shall submit a DPR 191, Pest Control Recommendation, or equivalent to State for approval. State has fourteen (14) days to approve or deny the request. State review and approval shall be solely for compliance with State's policies and in no way shall relieve City or its contractors, employees, agents, or representatives from compliance with all laws and regulations concerning such activities, nor from carrying out the work in a workmanlike manner.

City or the pest control business acting on behalf of City shall submit a report of completed work for each pest management action to the State no later than seven (7) days after performance of the work. The report may be submitted on a DPR 191, Pest Control Recommendation, or equivalent.

27. SIGNS AND ADVERTISING

With the exception of signage determined by the City to be necessary for health and safety reasons, which shall not require prior approval, no signs, logos, names, placards, or advertising matter shall be inscribed, painted, or affixed upon Premises, or circulated or published without prior approval of the State. Approval will be granted only when said sign or advertising is consistent with the purposes of this Agreement.

28. INTELLECTUAL PROPERTY RIGHTS

A. Clarify Ownership of Pre-existing Intellectual Property Rights: Other than as specifically identified and authorized in this Agreement, City shall not use names, logos, trademarks or copyrighted materials belonging to and/or associated with State without the express consent of State. Further, no such use, even if permitted herein, or otherwise, shall be deemed to instill in City any rights of ownership on such names, logos, trademarks, copyrights or other materials, and any rights to such use shall not, under any circumstances, continue beyond the term of the Agreement.

Any trademarks and/or copyrights belonging to City prior to the commencement of the Agreement shall remain in City's sole ownership upon termination of the Agreement.

B. Ownership of New Logos and Trademarks Developed During Agreement: Any names, logos, and/or trademarks developed by City during and/or pursuant to this Agreement that in any way associate with, identify or implicate an affiliation with State and/or are funded by State shall be approved in writing by State, shall belong to State upon creation, subject to express written agreement otherwise, and shall continue in State's exclusive ownership upon termination of the Agreement. Further, all goodwill and other rights in said marks shall inure to the benefit of the State as the mark owner.

C. Ownership of new Copyrights and Intellectual Property Rights, Developed by City for State Parks, Absent a Separate Written Agreement: All copyrighted materials developed and created by City for State during the term of this Agreement shall be deemed to be "works for hire" under the United States Copyright Act 17 USC § 101 et seq. and shall, unless otherwise agreed to in writing, belong to State upon creation, and

continue in State's exclusive ownership upon termination of this Agreement. Unless otherwise agreed to in writing, City intends and agrees to assign to State all rights, title, and interest in and all works created pursuant to this Agreement as well as all related intellectual property rights.

City agrees to cooperate with State and to execute any document reasonably necessary to give the foregoing provisions full force and effect including, but not limited to, an assignment of copyright.

D. City Rights in Separately Created Works: Any copyrighted materials and/or trademarks developed and created by City separate and apart from this Agreement shall belong to City and shall continue in City exclusive ownership upon termination of this Agreement. In the event that any trademarks and/or copyrights are created by City during the term of this Agreement and same are proposed for use in connection with City performance under the Agreement, City shall promptly notify State in writing of its intention to retain ownership in the specific trademarks and/or copyrights.

29. GRANT OF STATE'S TRADEMARK LICENSE

State hereby grants City, and City hereby accepts a non-exclusive, non-assignable license to use the State Park Logo (sometimes referred to as the "Trademark" or "Mark"), created and owned by State, in accordance with the terms and conditions of the License/Permission for Use of Trademarks which is attached hereto as **Exhibit G** and incorporated herein by reference. After signature by both City and State, this License shall authorize the use of the Trademark and associated goodwill in connection with this Agreement only.

A record of each authorized use by City of the Trademark shall be maintained by City and by State.

City and State will use the State Park name, Trademark, and brand consistent with the State Parks License/Permission for Use of Trademark-Exhibit A, which is attached hereto as **Exhibit G**

, **Attachment 1** and incorporated herein by reference, and the State Park Brand Standards Handbook available at

<https://www.parks.ca.gov/pages/735/files/brandhandbookjanuary2007.pdf> .

The State Park name, Trademark and brand will not be used on City social media pages.

30. CHILD SUPPORT COMPLIANCE ACT

A. City recognizes the importance of child and family support relating to child and family support enforcement, including but not limited to, disclosure of information and compliance with earnings assignment orders as obligations and shall fully comply with all applicable state and federal laws provided in Chapter 8 (commencing with § 5200) of Part 5 of Division 9 of the Family Code.

B. To the best of its knowledge, City is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

31. DISPUTES

City and State shall continue with any and all responsibilities under this Agreement during any dispute.

32. LIMITATION

This Agreement is subject to all valid and existing contracts, leases, licenses, encumbrances, and claims of title that may affect Premises.

33. SECTION TITLES

The section titles in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect this Agreement

34. INSPECTION

State or its authorized representative shall have the right at all reasonable times to inspect the Premises to determine compliance with the provisions of this Agreement.

35. SUCCESSORS IN INTEREST

Unless otherwise provided in this Agreement, the terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of all the Parties hereto, all of who shall be jointly and severally liable hereunder.

36. PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

37. DURATION OF PUBLIC FACILITIES

By entering into this Agreement, State makes no stipulation as to the type, size, location, or duration of public facilities to be maintained at this unit, or the continuation of State ownership thereof, nor does the State guarantee the accuracy of any financial or other factual representation that may be made regarding the Premises.

38. WAIVER OF RIGHTS, CLAIMS, AND AGREEMENT TERMS

Unless otherwise provided by this Agreement, no waiver by either party at any time of any of the terms, conditions, or covenants of this Agreement shall be deemed as a waiver at any time thereafter of the same or of any other term, condition, or covenant herein contained, nor of the strict and prompt performance thereof. No delay, failure, or omission of either Party or to exercise any right, power, or privilege, or option arising from any breach, nor any subsequent acceptance of rent then or thereafter accrued shall impair any such right, power, privilege, or option, or be construed as a waiver of such breach or relinquishment of any right or acquiescence therein. No notice to either Party shall be required to restore or revive time as of the essence after the waiver by the other Party of any breach. No option, right, power, remedy, or privilege of either Party shall be construed as being exhausted by the exercise thereof in one or more instances. The

rights, powers, options, and remedies given to the Parties by this Agreement shall be deemed cumulative.

39. INTERPRETATION OF AGREEMENT

This Agreement is made under and is subject to the laws of the State of California in all respects as to interpretation, construction, operation, effect, and performance.

40. INDEPENDENT CONTRACTOR

In the performance of this Agreement, City and the agents and employees of City shall act in an independent capacity and not as officers or employees or agents of the State.

41. MODIFICATIONS AND APPROVAL OF AGREEMENT

This Agreement contains and embraces the entire Agreement between the Parties hereto and neither it nor any part of it may be changed, altered, modified, limited, or extended orally or by any Agreement between the Parties unless such Agreement be expressed in writing, signed, and acknowledged by the State and City or their successors in interest.

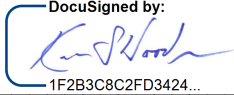
Notwithstanding any of the provisions of this Agreement, the Parties may hereafter, by mutual consent expressed in writing, agree to modifications thereof, additions thereto, or terminations thereof, which are not forbidden by law. This Agreement, amendments, modifications, or termination thereof shall not be effective until approved by State's relevant control agencies.

42. AGREEMENT IN COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement and shall be effective once approved by State and control agencies as applicable.

CITY OF PACIFICA

By:  _____

Title: City Manager _____

Date: _____

**STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION**

By: _____

Title: _____

Date: _____

APPROVED:

DEPARTMENT OF GENERAL SERVICES:

44. EXHIBIT B – Construction Procedures and Approvals

I. Management Plan Phase

- A. As required in the Resource Element of the Pacifica State Beach General Plan approved in April 1990 by the California Park and Recreation Commission, preparation of specific natural resource management plans and studies shall occur to guide management and development of the State Beach. These include a Dune Management Plan, a Wetland Management Plan, an Exotic Plant Species Control Plan, and establishment of a coastal erosion monitoring program to document 1) seacliff retreat, 2) landslides, 3) beach elevation, and 4) beach width. These plans/studies shall be prepared prior to the substantial improvement of existing facilities or the development of new facilities at Pacifica State Beach.
- B. If the City of Pacifica prepares these plans/studies, they shall be submitted to the Department of Parks and Recreation's District Superintendent (or designee) for review and written approval prior to commencement of the project's design and construction phase.



II. Design and Construction Phase

A. General

1. All plans and exhibits shall be submitted with a transmittal letter signed and dated by the submitter and indicating the number of sheets and items being submitted and the purpose for which they are being submitted.
2. All plans and exhibits shall be submitted on 24"x36" standard sheets with a title block indicating the following:
 - a. Name of project.
 - b. Location of project.
 - c. Name, address, and professional license number of consultant or submitter.
 - d. Date of submittal.
 - e. Number of sheets.
 - f. A space 4"x6" directly above the title block for approvals.
 - g. The word "Schematics" or "Preliminaries" or "Working Drawings" directly above the title block on each sheet.

B. Schematic Design Phase

1. Definition: Schematics shall consist of:

- a. A program statement indicating the scope of work and proposed uses and individual or special features or support needed. Include a discussion of the style, features, materials, or other items that will describe the structure or facility
- b. A site plan with diagrammatic indications showing existing relationships to proposed Project Components. This shall include (but is not limited to) location, parking, roads, topography, utilities, existing structures, plants, and other major features.
- c. Building floor plans of all of the principal building areas labeling the major spaces and functions at 1/4" scale.
- d. Two elevations of proposed structures and buildings showing major materials and features at 1/4" scale.
- e. Statement of Probable Project Construction Cost.

C. Preliminary Plan Phase

1. Definition: Preliminaries shall consist of:

- a. Outline specifications of all applicable C.S.I. sections (if necessary) indicating materials, equipment, and special features or items.
- b. Floor plan(s) of building(s) drawn at 1/4" scale with dimensions and notes that clearly show the scope of the work and individual materials.
- c. A section through proposed building(s) and/or structures showing the structural system and the individual use of materials and finishes. Note: More than one section is required if the building or facility is complex enough to warrant additional information.
- d. Preliminary sketches of major construction details.
- e. Two elevations drawn at 1/4" scale of the exterior of proposed building(s) indicating materials, heights, and other related information.

- f. Preliminary Civil Engineering drawings, at a minimum scale of 1"=50' indicating the project's layout, grading and drainage, source of water, point of connection, and location of waterlines.
- g. Preliminary Mechanical Engineering drawings, at a minimum scale of 1"=50' indicating the method and location of sewage disposal facilities.
- h. Preliminary Electrical Engineering drawings, at a minimum scale of 1"=50' indicating the electrical source, location of electrical lines, and location of outdoor lighting.
- i. Preliminary Planting and Irrigation drawings, at a minimum scale of 1"=50' indicating the type and location of plant materials and method of irrigation.
- j. Probable construction cost based on Preliminary Plans.

D. Working Drawings

- 1. Definition: Working Drawings shall consist of:
 - a. Specifications for the work to be accomplished. Specifications shall follow an organized format (such as C.S.I.) and shall be a complete description of materials, methods of installation, standards of craftsmanship, and finishes required in the completed project.
 - b. Plans, site plans, elevations, sections, details, schedules, and other common and necessary items for the construction of the proposed project. Building and structures' plans and elevations shall be drawn at a minimum scale of 1/4"=1'-0". Building and structures' sections shall be drawn at a minimum scale of 1/2"=1'-0". Building and structures' details shall be drawn at a minimum scale of 1-1/2"=1'-0". Mechanical, electrical, plumbing, finish, door, and other schedules shall be complete and include all information necessary for construction.
 - c. Working drawings shall reflect the content and scope of the approved preliminary drawings. Changes in the preliminary drawings that affect the materials, scope, scale, size, or intent of the project or portions of the project shall require resubmittal of preliminary plans for approval.

- d. Drawings shall be signed by a licensed landscape architect, architect, and/or other consultants as needed. It is the responsibility of the submitter to obtain such permits as: Coastal Commission permits, Handicap Accessibility, Fire Marshal, Caltrans, and others as necessary prior to proceeding with construction.
- e. Civil Engineering drawings, at a minimum scale of 1"=50' indicating the project 's layout, grading and drainage, source of water, point of connection, location and size of waterlines, and construction details.
- f. Mechanical Engineering drawings, at a minimum scale of 1"=50' indicating the method and location of sewage disposal facilities and construction details.
- g. Electrical Engineering drawings, at a minimum scale of 1"=50' indicating the electrical source , location of electrical lines , location of outdoor lighting, and construction details.
- h. Planting and Irrigation drawings, at a minimum scale of 1"=50' indicating the type and location of plant materials, size and location of irrigation lines and sprinklers, and construction details.
- i. Probable construction cost based on Working Drawings.

E. Submittal Procedure (all phases)

- 1. Submit five (5) copies of the plans, specifications and other material required in the prospectus to:

State of California
Department of Parks and Recreation
Santa Cruz District
ATTN: District Superintendent (or designee)
- 2. The State will retain four (4) copies and return one (1) set marked in the following manner :
 - a. "Approved" - The plans are approved as submitted.
 - b. "Revise and Resubmit" - The plans will be approved when the changes noted are made and resubmitted to the District Superintendent (or designee). The approval date does not start until they have been resubmitted and approved.

- c. Submittals that are incomplete will be returned to the submitter marked "Incomplete" without approval.
 - d. The review period for the State shall begin upon the receipt of "Complete" project documents.
- 3. Written approval of each phase is required before proceeding to the next phase.

45. EXHIBIT C – City of Pacifica Minimum Maintenance Requirements

City shall conduct the following maintenance activities:

- Beach Parking Lot Maintenance. Removal of sand from the sidewalks and parking lot and placement of sand back on the beach, on an as needed basis; pavement striping when lines fade or after a slurry sealing or re-pavement event; slurry sealing of pavement; and pavement overlay wherein the entire pavement surface is replaced with a 2-inch asphalt concrete layer. Beach parking lot maintenance activities (i.e., sand removal from the sidewalks and parking lots and placement of the sand back on the beach; pavement striping; pavement slurry sealing; and pavement overlay) shall be on the same schedule as performed by City on City-owned parcels at Pacifica State Beach.
- Sweep sand off of sidewalks and parking lot with sweeper
- Pick up garbage & empty garbage cans.
- Maintain and operate beach showers and bathrooms, and perform graffiti abatement on an as needed basis
- Beach debris removal, on similar frequency as performed on City-owned beaches.
- Trail & pathway maintenance, on similar frequency as performed on other City-owned beaches.
- Lighting and signage maintenance
- General weed abatement and removal of invasive plants
- Parking lot striping
- Removal and/or disposal of dead seals and whales
- Bioswale sand removal / drainage maintenance
- Special Event Cleanups (4th of July, Earth Day, Coastal Cleanup Day)

46. EXHIBIT D - Annual Revenue and Expenditure Report (SAMPLE)**Operating Agreements**

Park Unit _____

Operating Agency _____

State's Fiscal Year _____ to _____

Estimated Total Visitors _____

	Gross Revenue	Expenditures	Balance
Visitor Entrance or Use Fees			
Parking Fees			
Concession _____ Gross Sales \$ _____			
Concession _____ Gross Sales \$ _____			
Concession _____ Gross Sales \$ _____			
Special Events			
Miscellaneous Revenue			
Total Annual Revenue			
Salaries & Wages			
Maintenance & Housekeeping			
Utilities			
Capital Improvement Projects			
Miscellaneous Expenses			
Total Annual Expense			
Grand Totals			

Preparer Name _____ Date _____

Phone Number _____

47. EXHIBIT E – Resource Guidelines

Department of Parks and Recreation, Department of Operations
Manual (DOM) Sections

0307.3.2.1 Coastal Development Siting Policy

It is the policy of the Department that natural coastal processes (such as wave erosion, beach deposition, dune formation, lagoon formation, and seacliff retreat) should be allowed to continue without interference. The Department shall not construct permanent new structures and coastal facilities in areas subject to ocean wave erosion, seacliff retreat, and unstable cliffs. New structures and facilities located in areas known to be subject to ocean wave erosion, seacliff retreat, or unstable bluffs shall be expendable or movable. Structural protection and re-protection of existing developments is appropriate only when:

- a. The cost of protection over time is commensurate with the value of the development to be protected, and
- b. It can be shown that the protection will not negatively affect the beach or the near-shore environment.

Where existing developments must be protected in the short run to achieve park management objectives, including high-density visitor use, the Department should use the most natural-appearing method feasible, while minimizing impacts outside the threatened area.

Any shoreline manipulation measures proposed to protect cultural resources may be approved only after an analysis of the significance of the cultural resource and the degree to which proposed measures would impact natural resources and processes, so that an informed decision can be made through an assessment of alternatives and long term costs.

0310.1.1 Plant Management Policy

It is the policy of the Department to acquire, preserve, and interpret outstanding examples of native California species; and to acquire, perpetuate, and interpret natural plant communities, associations, natural processes (e.g., succession), and examples of rare, endangered, endemic, or otherwise sensitive native California plants. This will be done in concert with other agencies and organizations.

To maintain native plants as part of the natural ecosystems, the Department will:

- a. Preserve and restore the natural abundance, diversity, dynamics, distributions, stand structure and species composition, and the communities and ecosystems in which they occur;
- b. Protect state and federally-listed threatened, endangered, rare, or otherwise sensitive species;
- c. Restore native plant populations in parks where they have been extirpated by past human-caused actions;
- d. Minimize negative human impacts on native plants, populations, communities, ecosystems, and the processes that sustain them while providing opportunities for the public to experience plants native to California, and
- e. Protect human health and safety (e.g. hazard tree removal).

0311.2 General Animal Management Policy

It is the policy of the Department to implement park acquisitions and resource, facility, and visitor use management strategies that foster long-term sustainability of natural animal populations and the processes that influence the dynamics of animal populations.

In managing animals and animal habitats, the Department will:

- a. Preserve, protect and restore the natural abundance, diversity, dynamics, distributions, habitats, and behaviors of native animal populations and the communities and ecosystems in which they occur, including State and federally-listed threatened, endangered, or otherwise sensitive species;
- b. Maintain functional linkages to other natural areas in order to sustain populations;
- c. Restore native animal populations in parks where they have been extirpated by past human-caused actions;
- d. Minimize negative human impacts on native animals, populations, communities, and ecosystems, and the processes that sustain them while providing opportunities for the public to experience animals native to California;
- e. Protect human health and safety; and
- f. Protect facilities and cultural resources from damage by animals.

Management activities involving the propagation, reintroduction, reduction, or extirpation of native animals may be carried on the State Park System only where necessary to safeguard the health and safety of State Park System visitors and/or the general public, or when necessary to establish more natural ecological conditions.

0311.5.2.1 Special Animal Policy

It is the policy of the Department to protect species listed under the federal or state endangered species acts that are native to State Park System units. The Department will conserve listed species and avoid detrimental effects by:

- a. Participating in the recovery planning process;
- b. Working with other agencies to help ensure that any formal delineation of critical habitat, essential habitat, and/or recovery areas on State Park System lands is compatible with State Park System management goals; and
- c. Cooperating with responsible state and federal agencies to support the protection and recovery of listed species by maintaining the species and the habitats upon which they depend and reducing negative impacts when feasible.

48. EXHIBIT F – Department Notice 2014-02 Western Snowy Plover Management

State of California - Natural Resources Agency DEPARTMENT OF PARKS AND RECREATION		MANUAL
DEPARTMENTAL NOTICE		Operations
No. 2014-02		CHAPTER
SUBJECT		0300 Natural Resources
Department Western Snowy Plover Management		REFERENCE
ISSUED	EXPIRES	TBD
June 9, 2014	When incorporated	

DPR 376 (Rev. 1/2011)(Word 1/20/2011)

WHEN APPLICABLE, ENTER THE NUMBER AND DATE OF THIS DEPARTMENTAL NOTICE IN THE MARGIN OF THE MANUAL PAGE, ADJACENT TO THE SECTION(S) AFFECTED BY IT.

Purpose

This Departmental Notice defines policy for the protection of the Pacific Coast population of the western snowy plover (WSP, *Charadrius nivosus nivosus*), a shorebird native to California and the west coast of the US. The WSP is listed as a federally threatened species, and federally-designated critical habitat for WSP occurs on lands managed by California State Parks (CSP). The WSP is also listed as a Species of Special Concern in California. This notice references and relies upon guidelines that have been developed by CSP to inform and provide direction regarding the management of WSP breeding and wintering habitat. The guidelines are available on the State Parks intranet site at: http://isearch.parks.ca.gov/?page_id=592

Background

The CSP mission, in part, is to preserve the state's extraordinary biological diversity and protect its most valued natural resources. CSP responsibilities, as steward of natural resources within the State Parks, include the management of ecosystems and habitats for the protection and perpetuation of native plant and animal species. These responsibilities extend as well to native species that are listed under the federal or state endangered species acts. Current policy (DOM Section 0311.5.2.1) directs the Department to support the protection and recovery of listed species by maintaining the species and habitats upon which they depend and reducing negative impacts when feasible. This notice is consistent with, and builds upon, this policy in the specific case of the WSP.

WSP are small, sand-colored shorebirds that nest and overwinter along the Pacific Coast from southern Washington to Baja California. Dune-backed beaches, sand spits, beaches at creek/river mouths, and salt pans are their primary nesting habitat. The WSP nest is a simple scrape in the dry sand, sometimes lined with shell, and eggs and chicks are cryptically colored. The breeding season for this bird can start in early March and, with multiple nesting attempts, may continue until the end of September. Threats and disturbances to WSP on State Parks lands include human recreational uses of beaches, the presence of dogs, encroachment on their habitat by European beach grass (*Ammophila arenaria*) and other invasive plant species, predation by native and non-native mammalian and avian predators, and park operations and maintenance activities.

CSP manages 114 coastal park units over approximately 340 miles of the California coastline. Many of the coastal areas managed by the Department provide important nesting, brood-rearing, foraging, and roosting habitat for the WSP and are critical to the survival and recovery of the population. As a result, proper management of Department lands is essential for continued progress toward state and federal WSP recovery goals. The protection and restoration of WSP on State Park lands is

consistent with the overall Department mission and success is dependent upon a coordinated interdisciplinary approach.

Policy

The policy of the Department will be to support the recovery of the WSP through protection of the species and management of coastal habitat following the direction given in the Department's "Western Snowy Plover Systemwide Management Guidelines" (issued March 2002, revised April 2014) and summarized below. The guidelines and the overall program will be revised and updated as new information becomes available.

Summary of Directives from the WSP Systemwide Management Guidelines

Coordination:

- District Natural Resources staff will participate in regional WSP Working Groups established to coordinate management and monitoring efforts among federal and state agencies, local governments, research institutions, and others.
- Facilities Maintenance, Visitor Services, Interpretation, and Natural Resource Management staff will coordinate management actions as summarized below.

Management Plans:

Protection and recovery of WSP will require long-term, multi-faceted management.

- District Natural Resources staff will prepare, in consultation with other district management functions as needed, unit or district-wide WSP management plans to effectively plan, schedule, implement, and maintain recovery efforts.
- Management plans will address monitoring, all management actions deemed necessary, including measures to be taken with regard to park operations, visitor use, enforcement of regulations, and interpretation/public information. The plans will also summarize WSP results from prior seasons.
- Management plans will be re-evaluated annually and updated, as appropriate.

Monitoring:

- Districts will ensure that WSP monitoring efforts are established and maintained to document local WSP status and trends, including abundance, distribution (use of suitable, potential, and/or critical habitat), and reproductive success.
- Districts will identify nest locations and threats to nesting birds, eggs, and young, impacts to habitat, and disturbance factors so that appropriate protection and/or management measures can be implemented.

Reporting:

- District summary reports will be prepared by District Natural Resources staff annually to document management activities and results of monitoring.
- Summary reports will be submitted to the Natural Resources Division to be included in the Department's WSP annual report summarizing department-wide management activities and monitoring results throughout the State Park system.

Habitat Management:

The protection and recovery of WSP will require active management by all disciplines, such as protecting individual nests and nesting areas, protecting overwintering habitat, managing visitor use and predators, and restoring degraded habitat.

- Districts will provide the level of protection needed at known breeding or overwintering areas to avoid disturbance to WSP and/or loss of birds, eggs, or young due to park operations and visitor use activities. Protection measures include, but are not limited to:
 - installation of visitor informational and warning signs near nesting areas;
 - "symbolic" fencing, barrier-type fencing, and selective use of single nest exclosures;
 - closures, partial closures, and/or seasonal closures of sensitive areas;
 - proper siting or re-routing of trails, visitor access points, and special events away from nesting areas.
- Districts will also:
 - institute predator management as ecologically appropriate and feasible;
 - maintain coastal dune habitat and restore degraded areas as appropriate.

Law Enforcement and Beach Patrols:

- Districts will strictly enforce restrictions and regulations established to prevent disturbance to WSP, including those pertaining to dogs and illegal camping and fires on the beach.
- Districts will restrict and regulate vehicle use on beaches to avoid disturbance to WSP and their nesting or overwintering areas.
- Vehicles involved in regular patrol of beaches through potential WSP habitat will be confined to the wave slope where possible and to daylight hours. In some situations (e.g., where plover encounters are likely), trained WSP monitors will be required to accompany vehicles on the beach to watch for plovers.
- District patrol staff will, as feasible:
 - drive slowly (less than five miles per hour);
 - use open-top vehicles, when available, to improve visibility;
 - avoid driving on the wrack line and during high-tide periods;
 - drive as close to the water line as possible;
 - avoid previous tracks on the return trip.

Trash Management:

- Districts will manage beaches used by WSP so that trash associated with visitor use will not attract predators of WSP. This includes, but is not limited to:
 - installation of wildlife-proof garbage cans;
 - removal of non-compliant trash receptacles in the vicinity of beach nesting areas;
 - scheduling the timing and frequency of trash collection to minimize the potential for full or over-flowing trash receptacles;
 - siting trash receptacles and establishing collection routes outside of sensitive areas.

Beach Cleaning:

- Districts will implement measures to avoid impacts to WSP during beach maintenance and clean-up activities. Districts will:
 - arrange park maintenance vehicle routes, schedules, and driving activities to avoid disturbing WSP and their habitat;
 - limit areas where beach cleaning equipment is operated as cleaning may compromise WSP food availability and cover;
 - ensure management consistent with designated WSP critical habitat by affording critical habitat areas the highest level of protection;
 - carefully review proposals for community-volunteer beach clean-up days, incorporate necessary WSP protection and avoidance measures into clean-up plans, and closely monitor all clean-up activities.

Staff Education and Training:

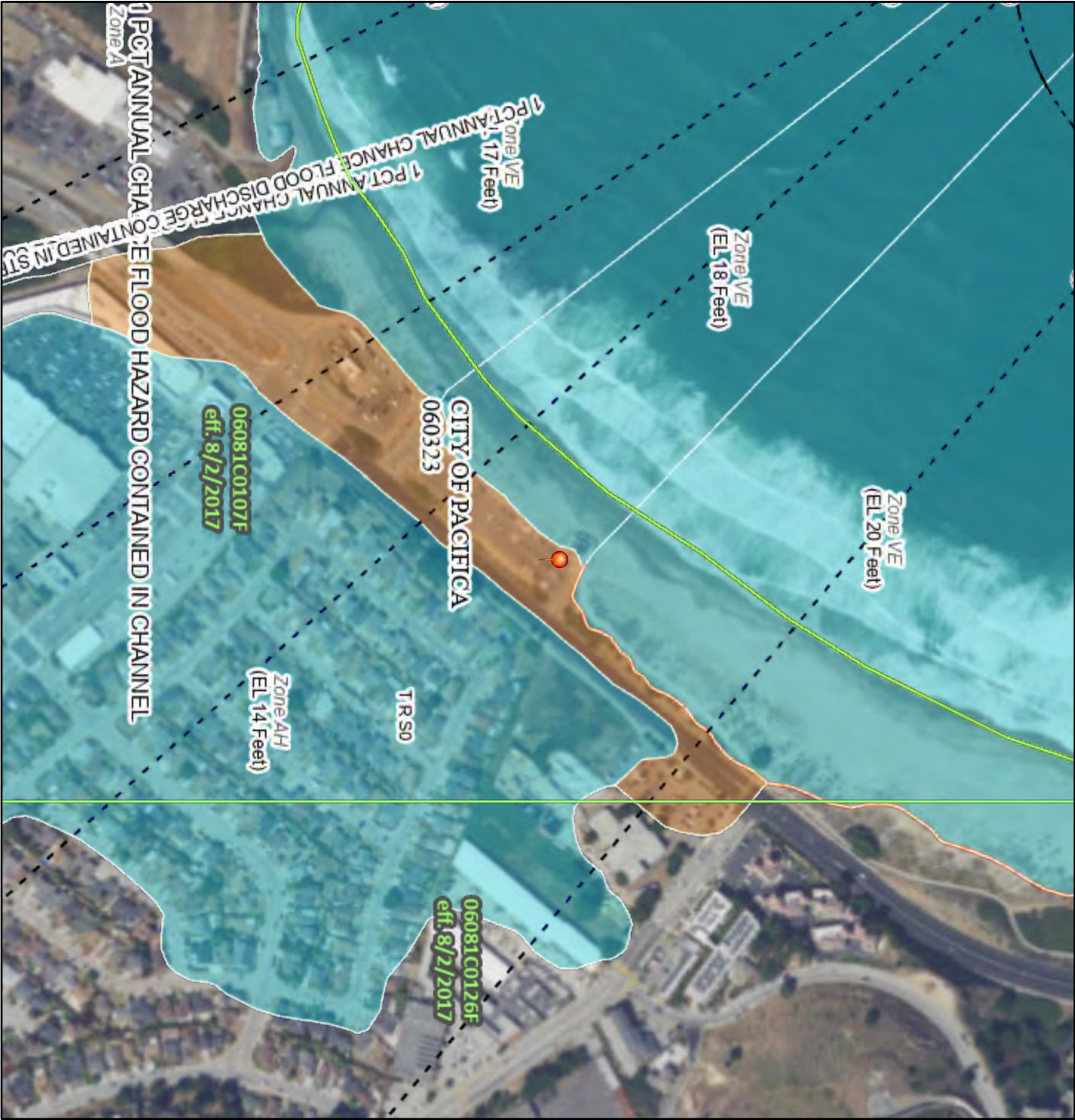
- Districts will provide orientation training to all CSP staff involved in park operations in or near coastal WSP habitat with training content that meets at least the minimum standards provided in the Department's Western Snowy Plover Stewardship Orientation (2002) training program, (available at http://isearch.parks.ca.gov/?page_id=592) Additional training will be provided (and appropriate permits acquired where applicable) to WSP surveyors and others that are directly involved in WSP monitoring and management activities.



Stephen R. Lehman
Deputy Director
Park Operations



122°30'27"W 37°36'7"N



Legend

SEE THIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS

	Without Base Flood Elevation (BFE) Zone A, V, A99
	With BFE or Depth Zone AE, AO, AH, VE, AR Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD

	0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
	Future Conditions 1% Annual Chance Flood Hazard Zone X
	Area with Reduced Flood Risk due to Levee. See Notes. Zone X
	Area with Flood Risk due to Levee Zone D

OTHER AREAS

	Area of Minimal Flood Hazard Zone X
	Area of Undetermined Flood Hazard Zone D

GENERAL STRUCTURES

	Channel, Culvert, or Storm Sewer
	Levee, Dike, or Floodwall

OTHER FEATURES

	Cross Sections with 1% Annual Chance Water Surface Elevation
	Coastal Transect
	Base Flood Elevation Line (BFE)
	Limit of Study
	Jurisdiction Boundary
	Coastal Transect Baseline
	Profile Baseline
	Hydrographic Feature

MAP PANELS

	Digital Data Available
	No Digital Data Available
	Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **11/22/2021 at 12:57 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identification 4 FIRM panel number, and FIRM effective date. Map 2200004 for unmappped and unmapped areas cannot be used for regulatory purposes.

Surf Camp Parcel Numbers

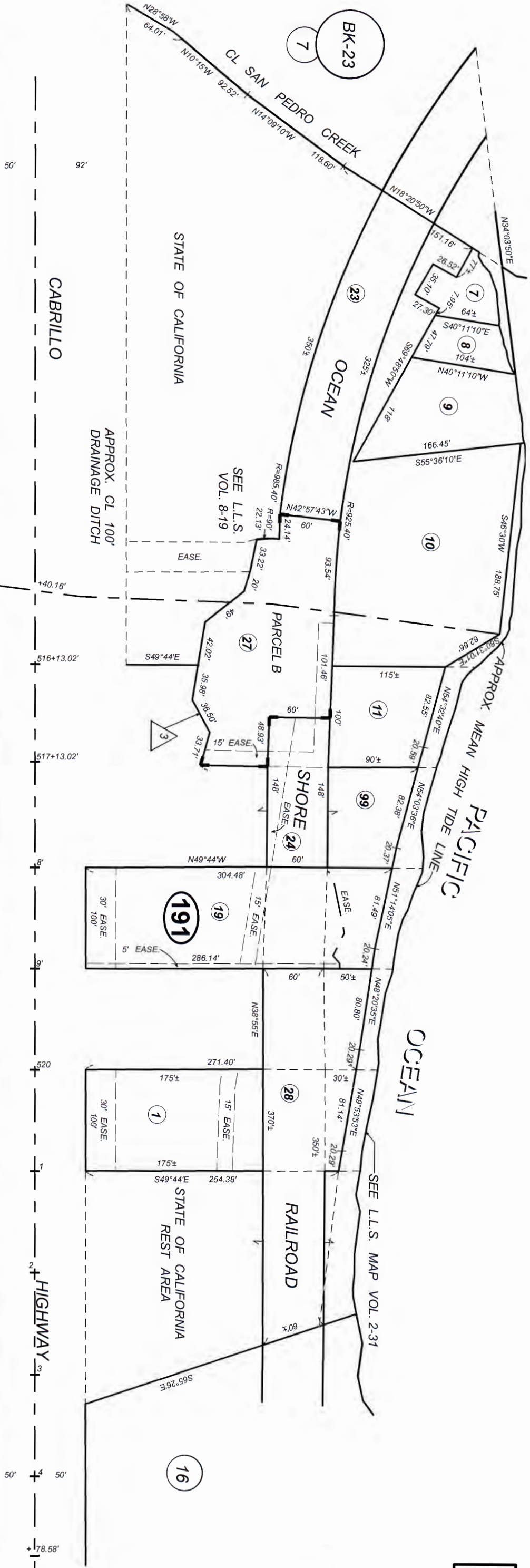
022161120
022191280
022191999
022191998
022191240
022191270
022191110
022191100
022191090
022191080

Parcels Included in Project Area

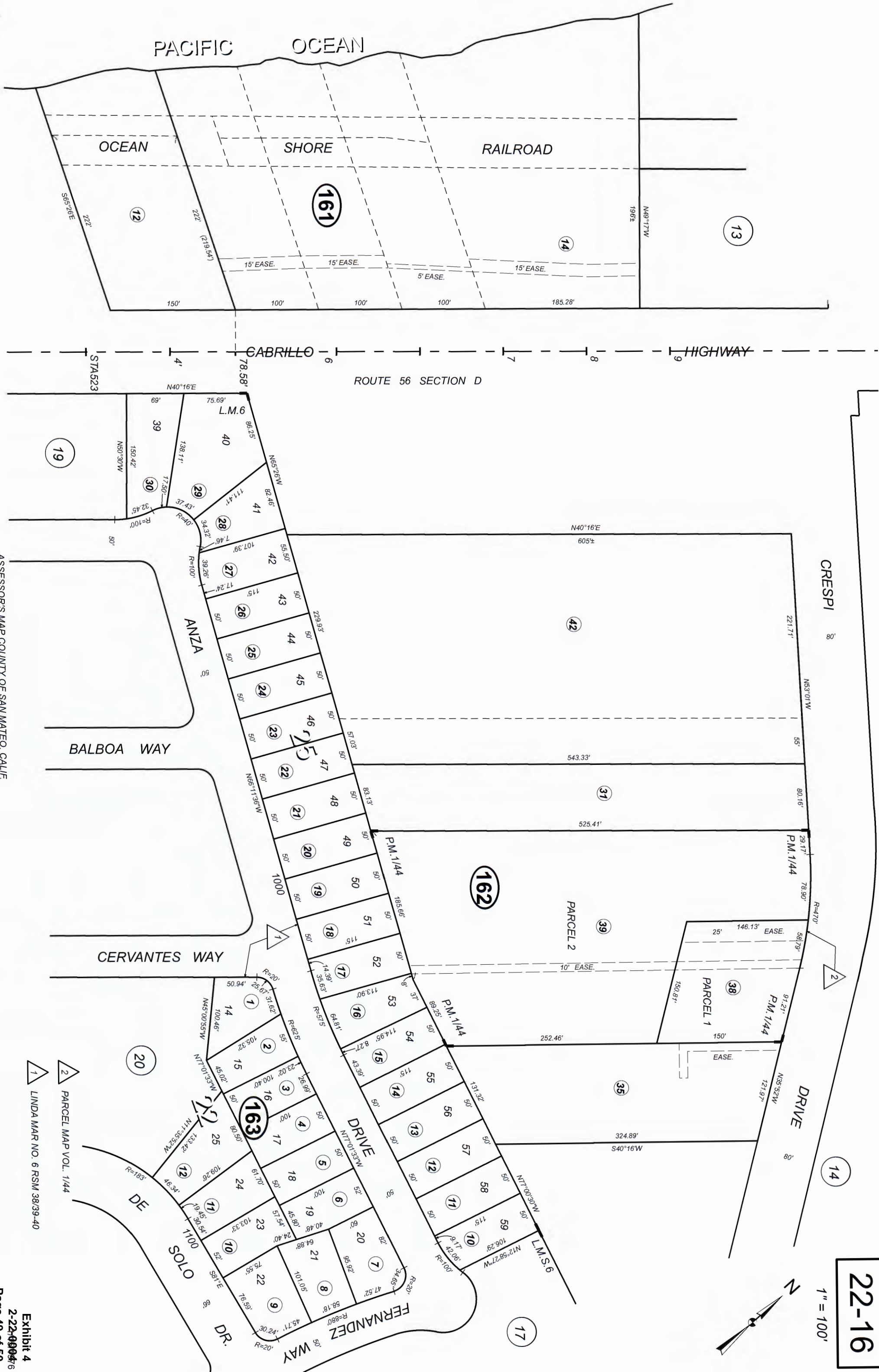
APN	General Plan	Zoning	GP Dwelling Units/Acre	Zoning Dwelling Units/Acre
022191090	Special Area	A/B-5	0	1
022191100	Special Area	A/B-5	0	1
022191110	Special Area	A/B-5	0	1
022191998	Special Area	A/B-5	0	1
022191270	Special Area	P-F+	0	0
022191240	Special Area	Two zoning classifications applied to different portions of the parcel: A/B-5 P-F+	0	A/B-5: 1 P-F+: 0
022191999	Special Area	Two zoning classifications applied to different portions of the parcel: P-F+ C-R	0	P-F+: 0 C-R: 21.8
022191280	Special Area	Two zoning classifications applied to different portions of the parcel: P-F+ C-R	0	P-F+: 0 C-R: 21.8
022191010	Special Area	C-R	0	21.8
022161120	Parking	P-F+	0	0

100-FOOT RADIUS





1" = 100'





PROJECT LIMITS

Expanded Area of Operations
Pacifica Surf Schools - Pacifica State Beach

Proposed Area for Expansion

State Parks Parcel

Existing Area of Operation





Parks, Beaches, and Recreation Department

Pacifica Community Center
540 Crespi Drive Pacifica, CA 94044
(650)738-7378
www.cityofpacifica.org



PB&R SURF CAMP/SCHOOL COMMUNITY ACCESS REVIEW BOARD (CARB) MATRIX

- Rating system: 1 pt.= No information or response 2 pt. = limited information or response 3 pt. = Acceptable information or response 4 pt. = Above Average information or response 5 pt.= Exceptional information or response.
- Additional information for review purposes will be provided upon request to the CARB.
- Organizations will be given the opportunity to verbally present to the CARB.

1. Application Required Documentation	Rating	Comments
Completed Application Form	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Cover letter that includes organization history, mission and who they serve and how they contribute to equitable access	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Testimonials and/or letters of support	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Copy of current business license	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Copy of Certificate of Insurance for three million dollars (\$3,000,000) liability insurance for current year. (Listing City of Pacifica as Certificate Holder)	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Proof of Workers' Compensation policy of one hundred thousand dollars (\$100,000) if you have employees	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Safety plan	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Price list of camp fees and program structure/basic curriculum and schedule – curriculum should also include discussion of organizations safety and stewardship policy, appropriate to the length of the session	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Schedule of classes/usage	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Additional Information: (ie Lifeguard Certification) – List/Attach	Yes <input type="checkbox"/> No <input type="checkbox"/>	

2. Review Criteria	Rating	Comments
The organization specializes in serving people from low income or underrepresented groups who face obstacles, such as, but not limited to, transportation, cost, and disenfranchisement, to general public access and/or surfing at the beach	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	
The organization will offer their services for free or significantly subsidized, in order to advance access for those groups to this public space	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	
The organization has instructors with specific training to the programming and cultural competencies to address the needs of participants served	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	
The organization is exempt from taxation pursuant to Section 501(c)(3) of the Internal Revenue Code; (is a 501(c) (3) themselves or is a fiscally sponsored project of a 501(c)(3))	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	

The organization has robust safety policies and staff receive regular trainings to ensure the safety of participants, and other users of the beach.	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	
The organization delivers services consistent with the purpose and resource values of the park facilities granted.	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	
The organization has developed interpretive, educational and/or recreational programming to outdoor spaces with demonstrated results.	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	
The organization must demonstrate a proven record and high quality of programming, based on the following information:		
This organization has operated for:	1-3 yrs <input type="checkbox"/> = 1 4-9 yrs <input type="checkbox"/> = 3 10+ yrs <input type="checkbox"/> = 5	
This organization has demonstrated serving underrepresented groups.	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	
This organization contributes to equitable access to surfing in the Bay Area.	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	
This organization has demonstrated cultural responsiveness in their programming.	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	
This organization has demonstrated cultural responsiveness with staff training.	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	
	Total	

3. CARB Approval					
Meets Criteria	<input type="checkbox"/>	Does Not Meet Criteria	<input type="checkbox"/>	Exceeds Criteria	<input type="checkbox"/>
Additional Information:					
Signature:			Date:		



Parks, Beaches, and Recreation Department

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PB&R COMMERCIAL SURF CAMP/SCHOOL MATRIX

- Rating system: 1 pt.= No information or response 2 pt. = limited information or response 3 pt. = Acceptable information or response 4 pt. = Above Average information or response 5 pt.= Exceptional information or response.
- Additional information for review purposes will be provided upon request to the PB&R Commission.
- Applicants will be given the opportunity to verbally present to the PR&R Commission.

1. Application Required Documentation	Rating	Comments
Completed Application Form	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Cover letter that includes history of business, philosophy and customer/student base	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Testimonials and/or letters of support	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Copy of current business license	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Copy of Certificate of Insurance for three million dollars (\$3,000,000) liability insurance for current year. (Listing City of Pacifica as Certificate Holder)	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Proof of Workers' Compensation policy of one hundred thousand dollars (\$100,000) if you have employees	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Safety plan	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Business plan	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Proof of current CPR certification on file for each employee	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Price list of camp fees and program structure/basic curriculum and schedule – curriculum should also include discussion of organizations safety and stewardship policy, appropriate to the length of the session	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Schedule of classes/usage	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Additional Information: (ie Lifeguard Certification) – List/Attach	Yes <input type="checkbox"/> No <input type="checkbox"/>	

2. Review Criteria	Rating	Comments
The organization must demonstrate a proven record and high quality of programming, based on the following questions:		
This applicant has operated for:	1-3 yrs <input type="checkbox"/> = 1 4-9 yrs <input type="checkbox"/> = 3 10+ yrs <input type="checkbox"/> = 5	
Has served a cross-section of the community in the course of its business operation.	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	
The organization has demonstrated success instructing students in surfing and safety.	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	

The organization has instructors with specific training to achieve the programming to address the needs of participants served.	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	
The organization has robust safety policies and staff receive regular trainings to ensure the safety of participants, and other users of the beach.	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	
The organization delivers services consistent with the purpose and resource values of the park facilities granted.	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	
The organization has developed interpretive, educational and/or recreational programming to outdoor spaces with demonstrated results.	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	
	Total	

<div>3. PB&R COMMISSION Approval</div>					
Meets Criteria	<input type="checkbox"/>	Exceeds Criteria	<input type="checkbox"/>	Does Not Meet Criteria	<input type="checkbox"/>
<div>Additional Information:</div> <div></div>					
<div>Signature:</div> <div></div> <div>Date:</div> <div></div>					