

SAN MATEO COUNTY

Environmental Services Agency

Date. February 20, 2001

Hearing Date: March 13, 2001

TO: The Honorable Board of Supervisors

FROM: Marcia Raines, Director Environmental Services *MR*

SUBJECT: GRANT APPLICATION TO THE CALIFORNIA STATE WATER RESOURCES CONTROL BOARD FOR DESIGN AND CONSTRUCTION OF WASH DOWN RACKS.

RECOMMENDATIONS:

- 1. Adopt a resolution authorizing the Director of Environmental Services Agency to submit a grant application to the California State Water Resources Control Board in the amount of \$340,000 for the design and construction of wash down racks at four park locations
- 2. Authorize the Director of Environmental Services Agency to execute any other documents, including a Letter of Commitment, required by and for the grant.

BACKGROUND:

In accordance with the State budget appropriation enacted for Fiscal Year 2000/2001, San Mateo County Parks and Recreation Division has been allocated \$340,000 for wash down racks at County park maintenance yard facilities. The State Legislature, by way of the chaptered Budget Act, directed to the State of California Environmental Protection Agency, State Water Resources Control Board to disburse appropriated funds. SWRCB has asked for a formal request from the San Mateo County Parks and Recreation Division to SWRCB for the disbursement of the funds. The formal request must include a duly adopted resolution from the San Mateo County Board of Supervisors, a signed and fully executed Letter of Commitment, and a project plan.

With an approximate cost of \$85,000 each, wash down rack facilities prevent potential storm-water pollution created by the washing of vehicles. Dirt, soap, oil and fuel have the potential to wash into storm water drains during the washing process causing wildlife and habitat damage in creeks and wetlands as the storm water travels to the Bay. Wash down racks capture such pollution and prevent adverse creek and wetland impacts. Each covered wash down rack includes a 750 gallon oil-grease separator, a 1000 gallon sand/silt clarifier, 20'X30' concrete wash pad with containment curbs and a 4" sewer line to a sanitary sewer or septic system.

DISCUSSION:

The Parks and Recreation Division has six maintenance yards which require wash down racks that are located either directly adjacent to, or drain to the following water bodies: San Francisco Bay (Coyote Point Recreation Area), Pescadero Creek (Memorial Park), San Pedro Creek (San Pedro Valley Park), Squeeler Gulch (Huddart Park), San Francisquito Creek (Flood Park), and Colma Creek (San Bruno Mountain County and State Park)

FISCAL IMPACT:

No matching funds are required. There will be no significant impact on the Parks and Recreation Division's budget. Existing staff resources will be spent overseeing proper implementation and preparation of a Monitoring and Reporting Plan.

REVIEW BY OTHERS:

The San Mateo County Parks and Recreation Commission has reviewed this request and requests approval.

The County Counsel's Office has reviewed the resolution and finds it in order.

RESOLUTION AUTHORIZING THE DIRECTOR OF ENVIRONMENTAL SERVICES AGENCY TO SUBMIT A FORMAL REQUEST TO THE CALIFORNIA STATE WATER RESOURCES CONTROL BOARD FOR \$340,000 IN FUNDS TO DESIGN AND CONSTRUCT WASH DOWN RACKS AT COUNTY PARK MAINTENANCE YARD FACILITIES WITHIN SAN MATEO COUNTY AND AUTHORIZING THE DIRECTOR OF ENVIRONMENTAL SERVICES AGENCY TO EXECUTE AND SUBMIT ANY OTHER SUBSEQUENT DOCUMENTS RELATED TO THIS FUND REQUEST.

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that:

WHEREAS, the Legislature and Governor of the State of California appropriated, through the 2000-2001 Budget Act, \$340,000 for wash down racks at County park maintenance yard facilities within San Mateo County;

WHEREAS, the Legislature and Governor of the State of California directed, through the 2000-2001 Budget Act, the California State Water Resources Control Board to disburse the appropriated funds for the above-referenced project;

WHEREAS, the State Water Resources Control Board has established procedures for the proper administration of funds to verify that the funds are used for purposes consistent with the legislative intent expressed in the 2000-2001 Budget Act;

WHEREAS, said procedures established by the California State Water Resources Control Board require the Board of Supervisors of the County of San Mateo to certify by resolution the approval of the formal request before submission of said formal request to the State, and

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED, that the San Mateo County Board of Supervisors by adoption of this resolution hereby approves the submittal of a formal request to the State Water Resources Control Board; and

IT IS FURTHER ORDERED, that the Director of Environmental Services Agency is authorized to execute the formal request to the State Water Resources Control Board and to execute and submit any other documents which may be necessary for the completion of the aforementioned project for and on behalf of the County of San Mateo.

LETTER OF COMMITMENT

By signature of this Letter of Commitment, the County of San Mateo (hereafter referred to as Agency) agrees to comply with, and warrants its compliance with, the following terms and conditions:

1. The Agency agrees to faithfully and expeditiously perform or cause to be performed all project work, to apply State funds received only to eligible project costs, and to expeditiously commence and to continue efficient and economical operation of the project in accordance with applicable law
2. The Agency, its contractors, subcontractors, and their respective agents and employees required for performing any work in connection with the project shall act in an independent capacity and not as officers, employees or agents of the State of California (State)
3. The Agency is solely responsible for design, construction, operation and maintenance of the project.
4. The Agency shall be responsible for obtaining any and all permits, licenses and approvals required for the design, construction or operation of the project. The Agency shall also be responsible for observing and complying with any applicable federal, state and local laws, rules or regulations effecting any such work, specifically those including, but not limited to, environmental, procurement and safety laws, rules, regulations and ordinances.
5. The Agency shall be responsible for work and for persons or entities engaged in work, including, but not limited to, subcontractors, suppliers and providers of services. The Agency shall give personal supervision to any work required for the project or employ a competent representative with the authority to act for the Agency. The Agency or its authorized representative shall be present while work is in progress and shall provide such attention through the completion of the project
6. The Agency shall be responsible for any and all disputes arising out of its contracts for work on the project, including but not limited to bid disputes and payment disputes with contractors and subcontractors. The State will not mediate disputes between the Agency and any other entity concerning responsibility for performance of work

7. The Agency shall comply with all applicable requirements of the California Environmental Quality Act and the National Environmental Policy Act, and complete appropriate environmental documentation, including environmental impact reports, environmental impact statements, negative declarations, mitigation agreements, and environmental permits as may be required prior to beginning construction.
8. All contracts let by the Agency for project construction shall be let by competitive bid procedures that assure award of the contract to the lowest responsible bidder, except as may be otherwise authorized under the Agency's enabling authority
9. Procurement of necessary supplies or equipment shall be undertaken by the Agency in a manner that encourages fair and competitive treatment of potential suppliers.
10. Upon completion of any construction associated with the project, the Agency shall provide for a final inspection and certification by a California Registered Civil Engineer that such construction was completed in accordance with final construction plans and specifications and any modifications thereto. The Agency shall keep on file, for the useful life of the project, as built plans and construction specifications for the project. The Agency shall make such documents available for inspection by the State upon reasonable notice.
11. Within 60 (sixty) days from the date of project completion, the Agency shall furnish to the State, a final statement of eligible costs incurred to complete the project, and any unexpended funds that were disbursed to you by the State Controller's Office with the authorization of the State Water Resources Control Board (SWRCB) that were not needed or used to pay eligible project costs.
12. Pursuant to Government Code section 8546.7, any contract entered into by the Agency to implement the project shall be subject to the examination and audit of the State Auditor for a period of three years after project completion. Pursuant to the same statutory provision, all Agency records related to the project, or the records of the Agency's subcontractors, shall be preserved for at least three years after project completion.

13. The Agency shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices. The Agency shall maintain books, records, documents and other evidence sufficient to reflect properly the amount, receipt and disposition of all project funds and the total cost of the project expenditures of project funds disbursed to the Agency by the State Controller's Office with the authorization of the SWRCB. The Agency shall also require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records relevant to the project must be maintained by the Agency or its contractors and subcontractors for possible audit for a minimum of three (3) years after project completion and are subject to inspection by the State at any and all reasonable times.
14. All money disbursed to the Agency by the State Controller's Office with the authorization of the SWRCB, shall be deposited, administered, and accounted for pursuant to the provisions of law applicable to your Agency.
15. The State reserves the right to conduct an audit at any time between the date of execution of this Letter of Commitment and the completion of the project, with the costs of such audit borne by the State.
16. The Agency, its contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.), the regulations promulgated there under (Cal. Code Regs., tit. 2, § 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2, of the Government Code (Gov. Code, §§ 11135-11139.5), and the regulations or standards adopted by the awarding State Agency to implement such Article. The Agency, its contractors and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Agency shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts let for the construction and implementation of the project.
17. The Agency agrees, unless exempted, to comply with the nondiscrimination program requirements of Government Code section 12990, and section 8103, Title 2, of the California Code of Regulations.
18. The Agency shall comply with the provisions of section 3700 of the California Labor Code, requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and you affirm that the Agency will comply with such provisions before commencing the construction or implementation of the project, and that the Agency will make its contractors and subcontractors aware of this provision.

19. The Agency agrees to indemnify, defend and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims, demands, damages, losses, costs, expenses, or liability accruing or resulting to any person firm or corporation who may be injured or damaged due or incident to, either in whole or in part, and whether directly or indirectly, arising out of the project.
20. The Agency, its contractors or subcontractors agree to comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov Code, § 8350 et seq.) and have or will provide a drug-free workplace.
21. The Agency agrees to comply with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C § 1210 et seq), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Designated Representative Signature

Date