

SAN MATEO COUNTY

26

Environmental Services Agency

Date: April 11, 2001

Hearing Date: April 24, 2001

TO: The Honorable Board of Supervisors

FROM: Marcia Raines, Director Environmental Services MR

SUBJECT: GRANT APPLICATION TO THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION IN THE AMOUNT OF \$197,000 FOR REPLACEMENT OF PLAYGROUND EQUIPMENT AT THE COYOTE POINT RECREATION AREA

RECOMMENDATIONS:

1. Adopt a resolution authorizing the Director of Environmental Services to submit a grant application in the amount of \$197,000 to the California Department of Parks and Recreation for replacement of playground equipment at Coyote Point Recreation Area.
2. Authorize the Director of Environmental Services Agency to execute the grant agreement and any other documents required by and for the project described in the grant.

BACKGROUND:

Through the kind assistance of the San Mateo County state legislative delegation, the Legislature and the Governor approved \$197,000 in the Fiscal year 2000-2001 state budget for work on playground equipment at Coyote Point Recreation Area. In order to receive the funds, County Parks is required to submit a complete application, which must include a resolution from the governing board (San Mateo County Board of Supervisors).

San Mateo County acquired Coyote Point as a park in 1962. As part of the development of the park, four playgrounds were installed. Unfortunately, the playgrounds are no longer compliant with current safety and accessibility standards due to changes in state and federal legislation. The County allocated funds during FY 2000-01 for removal and rehabilitation of existing equipment. With these funds three playgrounds have been removed—Magic Mountain, the Knoll Area Playground and the Eucalyptus Area Playground. The Beach Area Playground was partially rehabilitated. Through a combination of County funds and donations, the Eucalyptus Area Playground is near completion.

DISCUSSION:

This grant application project involves the removal and rehabilitation of Coyote Point Recreation Area playground areas that do not meet ADA and safety standards. The Parks and Recreation

Division staff have identified three playground sites for this grant funding—The Beach Area Playground, The Eucalyptus Playground and Magic Mountain Playground

For the Beach Area Playground, work will consist of purchase and installation of new necessary playground equipment upgrades and removal of non-compliant elements. The Beach Area Playground, located near the entrance to the park, is clustered with four picnic areas and a restroom.

For the Eucalyptus Playground, grant funds will be used to complete the remaining landscape work needed at the site. Organizations including KaBOOM!, the American Association of Orthopedic Surgeons and the United Cerebral Palsy of San Mateo and Santa Clara Counties worked at the Eucalyptus site in late February 2001. These organizations installed ADA compliant equipment and installed some fencing. The State Park's grant funds will be used to complete the fencing and finish adjacent landscaping and planting.

For Magic Mountain Playground, grant funds will be used to conduct design and engineering work. If remaining funds exist, they will be used for site preparation and some playground equipment may be purchased and installed. This playground, located on the far west side of the park (near the windsurfing area), was once a destination point for visitors to Coyote Point. Unfortunately, the equipment was not ADA compliant and did not meet new safety standards. As a result, it was removed.

FISCAL IMPACT:

There is no fiscal impact on the County Parks budget. The application does not require local matching funds. Other grant funds have been used to fund the Eucalyptus playground area.

REVIEW BY OTHERS:

The Parks and Recreation Commission has reviewed this grant and recommends its submission.

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 GRANT APPLICATION TO THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION FOR \$197,000 IN FUNDS FOR REPLACEMENT OF PLAYGROUND FACILITIES AT COYOTE POINT RECREATION AREA AND AUTHORIZING THE DIRECTOR OF ENVIRONMENTAL SERVICES AGENCY TO EXECUTE AND SUBMIT ANY OTHER SUBSEQUENT DOCUMENTS RELATED TO THE GRANT

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 have approved a grant for the replacement of playground equipment at Coyote Point Recreation Area;

WHEREAS, the California Department of Parks and Recreation has been delegated the responsibility for the administration of the grant project, setting up necessary procedures,

WHEREAS, said procedures established by the California Department of Parks and Recreation require San Mateo County to certify by resolution the approval of the application before submission of said application to the State,

WHEREAS, San Mateo County will enter into a contract with the State of California for the project, 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 filing of an application for a local assistance grant in the amount of \$197,000 for replacement of playground equipment at Coyote Point Recreation Area, certifies that San Mateo County understands the assurances and certification in the application form, certifies that San Mateo County has or will have sufficient funds to operate and maintain the aforementioned project, and certifies that San Mateo County has reviewed and understands the General Provisions contained in the Project Contract shown in the Procedural Guide, and

IT IS FURTHER ORDERED, that the Director of Environmental Services Agency conduct all negotiations, execute and submit all documents including, but not limited to the application, grant agreement, payment requests and other documents that may be necessary for the completion of the aforementioned project

APPLICATION FOR LOCAL ASSISTANCE GRANT

PROJECT NAME Coyote Point Recreation Area Playground Equipment Replacement Project	GRANT AMOUNT \$197,000 ESTIMATED TOTAL PROJECT COST (State Grant and other funds)								
GRANTEE (Agency and address-including zip code) County of San Mateo Parks and Recreation Division 455 County Center, 4th Floor Redwood City, CA 94063-1646	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"> COUNTY County of San Mateo </td> <td style="width: 50%;"> NEAREST CITY City of San Mateo </td> </tr> <tr> <td colspan="2"> PROJECT ADDRESS Coyote Point Drive, San Mateo, CA </td> </tr> <tr> <td colspan="2"> NEAREST CROSS STREET Airport Blvd. </td> </tr> <tr> <td> SENATE DISTRICT NO SD 08 </td> <td> ASSEMBLY DISTRICT NO AD 19 </td> </tr> </table>	COUNTY County of San Mateo	NEAREST CITY City of San Mateo	PROJECT ADDRESS Coyote Point Drive, San Mateo, CA		NEAREST CROSS STREET Airport Blvd.		SENATE DISTRICT NO SD 08	ASSEMBLY DISTRICT NO AD 19
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NEAREST CROSS STREET Airport Blvd.									
SENATE DISTRICT NO SD 08	ASSEMBLY DISTRICT NO AD 19								

Grantee's Representative Authorized in Resolution

Marcia Raines	Director, Environmental Services Agency	650-599-1388
Name (type)	Title	Phone

Person with day-day responsibility for project (if different from authorized representative)

Ross Nakasone	Management Analyst	650-363-4027
Name (type)	Title	Phone

Brief description of project

This project involves the removal and rehabilitation of Coyote Point Recreation Area playground areas that do not meet ADA and safety standards. Three playground sites will be included in this grant project—The Beach Area Playground, The Eucalyptus Playground and Magic Mountain Playground. For the Beach Area Playground, work will consist of engineering and redesign to meet ADA and safety standards and implementation of necessary upgrades such as removal of non-compliant equipment, new equipment purchase and construction/installation. For the Eucalyptus Playground, work will consist of removal of the existing non-compliant equipment, purchase and installation of new equipment and completion of landscaping and fencing. For Magic Mountain Playground, phase-one work will consist of removal of the existing non-compliant equipment, design and engineering work and site preparation. If remaining funds exist, some playground equipment may be purchased and installed.

Coyote Point was originally a part of the Presidio and Mission lands. After it passed to Mexico, Governor Pio Pico granted it to Coyetano Arenas. It was later sold by the Arenas family to the firm of Mellus and Howard. Howard bought it from the firm in 1850, and it remained in the Howard family until acquired by the County and the Federal Government in 1942.

For Dev. Projects Land Tenure—Project is _____ acres _____ Acres owned in fee simple by Grant Applicant _____ Acres available under a _____ year lease _____ Acres other interest (explain) _____	For Acquisition projects—Projects will be _____ Acres _____ Acquired in fee simple by Grant Applicant _____ Acquired in other than fee simple (explain) _____
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I certify that the information contained in this project application form including required attachments is accurate

Signed _____ Grantee's Authorized Representative as shown in Resolution	_____ Date
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**San Mateo County
Parks and Recreation Division
Coyote Point Recreation Area Playground Equipment Replacement Project**

AUTHORIZING RESOLUTION FROM GOVERNING BODY

As attached

**San Mateo County
Parks and Recreation Division
Coyote Point Recreation Area Playground Equipment Replacement Project**

**ENVIRONMENTAL IMPACT REPORT
RESPONSE FROM STATE CLEARING HOUSE
NOTICE OF DETERMINATION**

Environmental Impact Report

N/A—Exempt

Response from State Clearinghouse

N/A—Exempt

Notice of Determination

Notice of Determination, dated Dec 2000, attached

Notice of Exemption

<p>County of San Mateo Parks and Recreation Division Pony PKR 128 455 County Center, Fourth Floor Redwood City, CA 94063</p> <p>Planner: <u>Sam Herzberg</u></p>	<p>For Clerk Use Only</p> <p style="text-align: right;">FILED ENDORSED IN THE OFFICE OF THE COUNTY CLERK RECORDER OF SAN MATEO COUNTY CALIF</p> <p style="text-align: center;">DEC 29 2000</p> <p style="text-align: right;">WARREN SLOCUM, County Clerk By <u>MADELEINE BRULEY</u> DEPUTY CLERK</p>
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Project Title/File Nos. Remove and replace Magic Mountain playground equipment

Project Location - Specific: Coyote Point County Park

Project Location - City: San Mateo

Description of Project: Remove and replace old playground equipment and replace sand under structures with resilient matting.

Name of Public Agency Approving Project: San Mateo County Parks Division

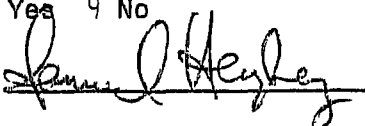
Name of Person or Agency Carrying Out Project: San Mateo County Parks Division

- Exempt Status: (check one)
- Ministerial (Sec. 21080(b)(1); 15269(a));
 - Declared Emergency (Sec. 21080(b)(3); 15269(a));
 - Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
 - Categorical Exemption. State type and section number: 15302 (c)
 - Statutory Exemptions. State code number: _____

Reasons Why Project is Exempt: Repair and replacement of existing facilities involving negligible or no expansion in use.

Lead Agency
Contact Person: Sam Herzberg Telephone: 650/363-1823

- If filed by applicant:
1. Attach certified document of exemption finding.
 2. Has a notice of exemption been filed by the public agency approving the project? Yes No

Signature:  Date: December 29 2000 Title: Senior Planner

- Signed by Lead Agency Date received for filing at OPR: _____
- Signed by Applicant

Notice of Exemption

County of San Mateo Parks and Recreation Division Pony PKR 128 455 County Center, Fourth Floor Redwood City, CA 94063 Planner: <u>Sam Herzberg</u>	For Clerk Use Only
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Exempt Status: (check one)

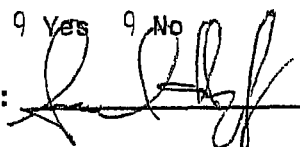
- Ministerial (Sec. 21080(b)(1); 15269(a));
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Lead Agency
Contact Person: Sam Herzberg Telephone: 650/363-1823

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project? Yes No

Signature:  Date: December 21, 2000 Title: Senior Planner

- Signed by Lead Agency Date received for filing at OPR: _____
- Signed by Applicant

**San Mateo County
Parks and Recreation Division
Coyote Point Recreation Area Playground Equipment Replacement Project**

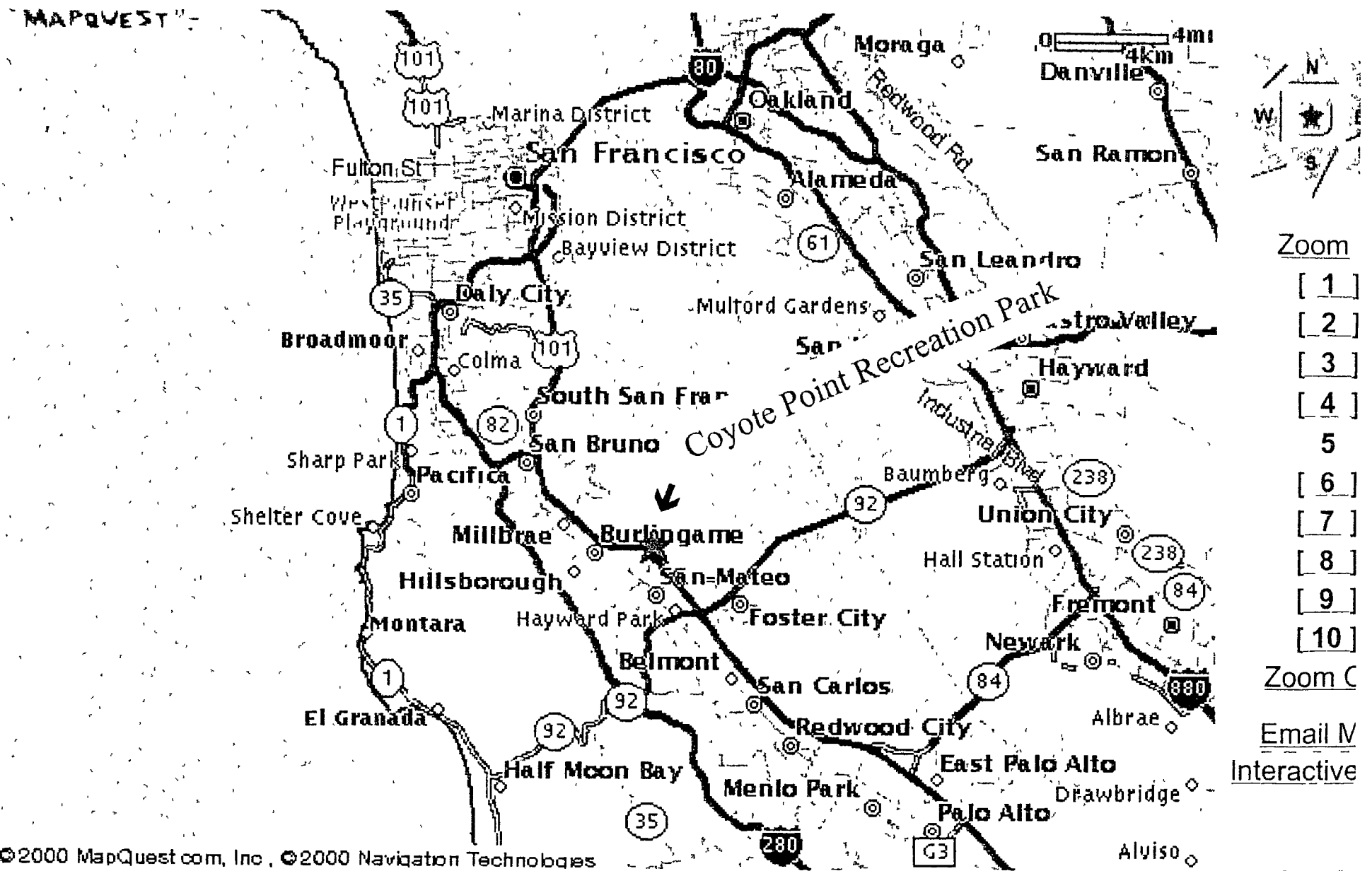
PROJECT LOCATION MAPS

As attached

Yahoo! Maps

★ **Coyote Point Drive, San Mateo, CA 94401**

[Save This Address](#)



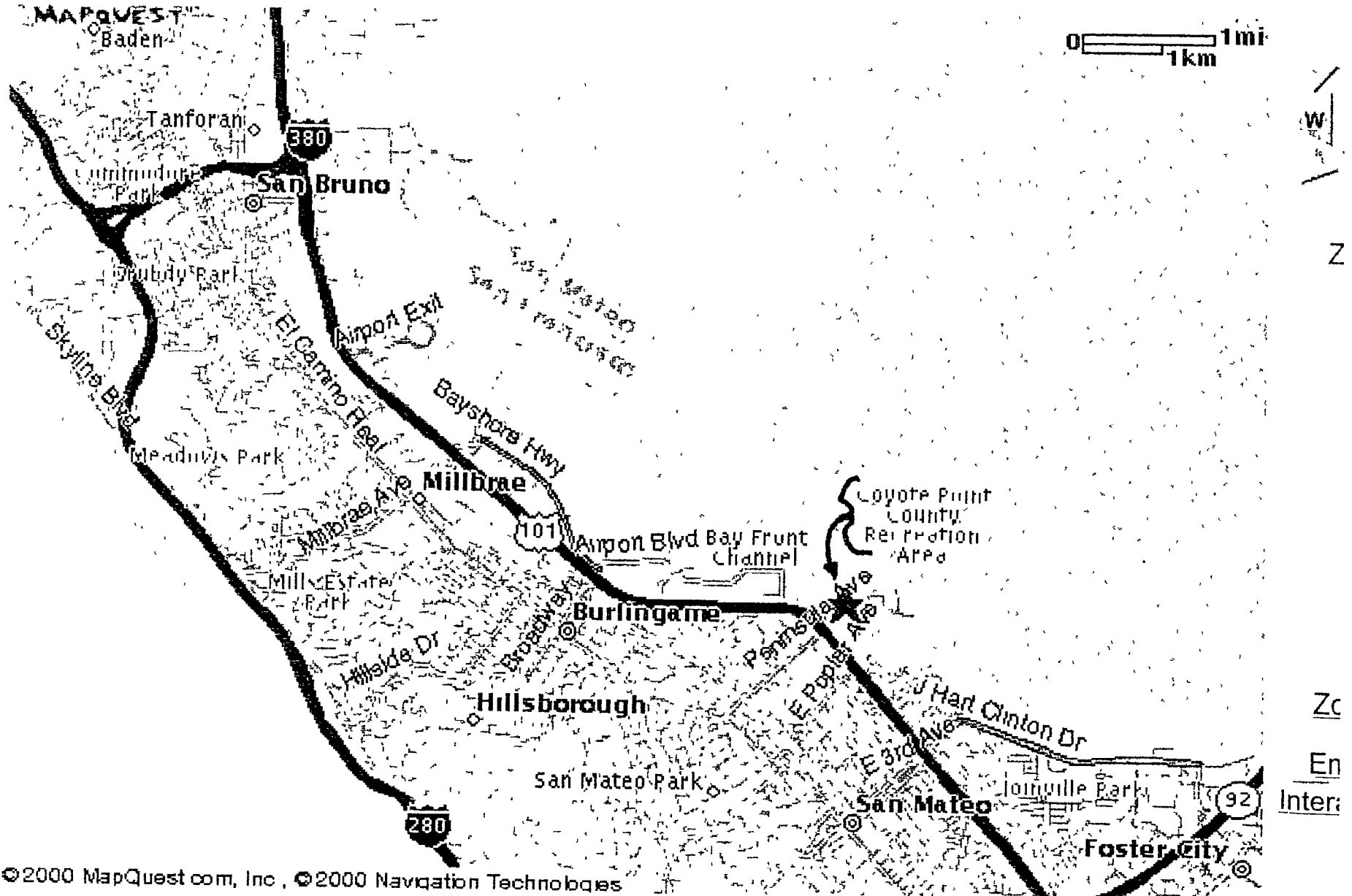
Welcome, Guest User

[Create My Locations](#)

Yahoo! Maps

★ Coyote Point Drive, San Mateo, CA 94401

[Save This](#)



**San Mateo County
Parks and Recreation Division
Coyote Point Recreation Area Playground Equipment Replacement Project**

EVIDENCE OF ADEQUATE LAND TENURE

Evidence of Adequate Land Tenure

N/A—The County of San Mateo owns the land beneath the playground locations. No lease or joint-powers authorities exist relating to the ownership of the project properties

**San Mateo County
Parks and Recreation Division
Coyote Point Recreation Area Playground Equipment Replacement Project**

ACQUISITION MAP

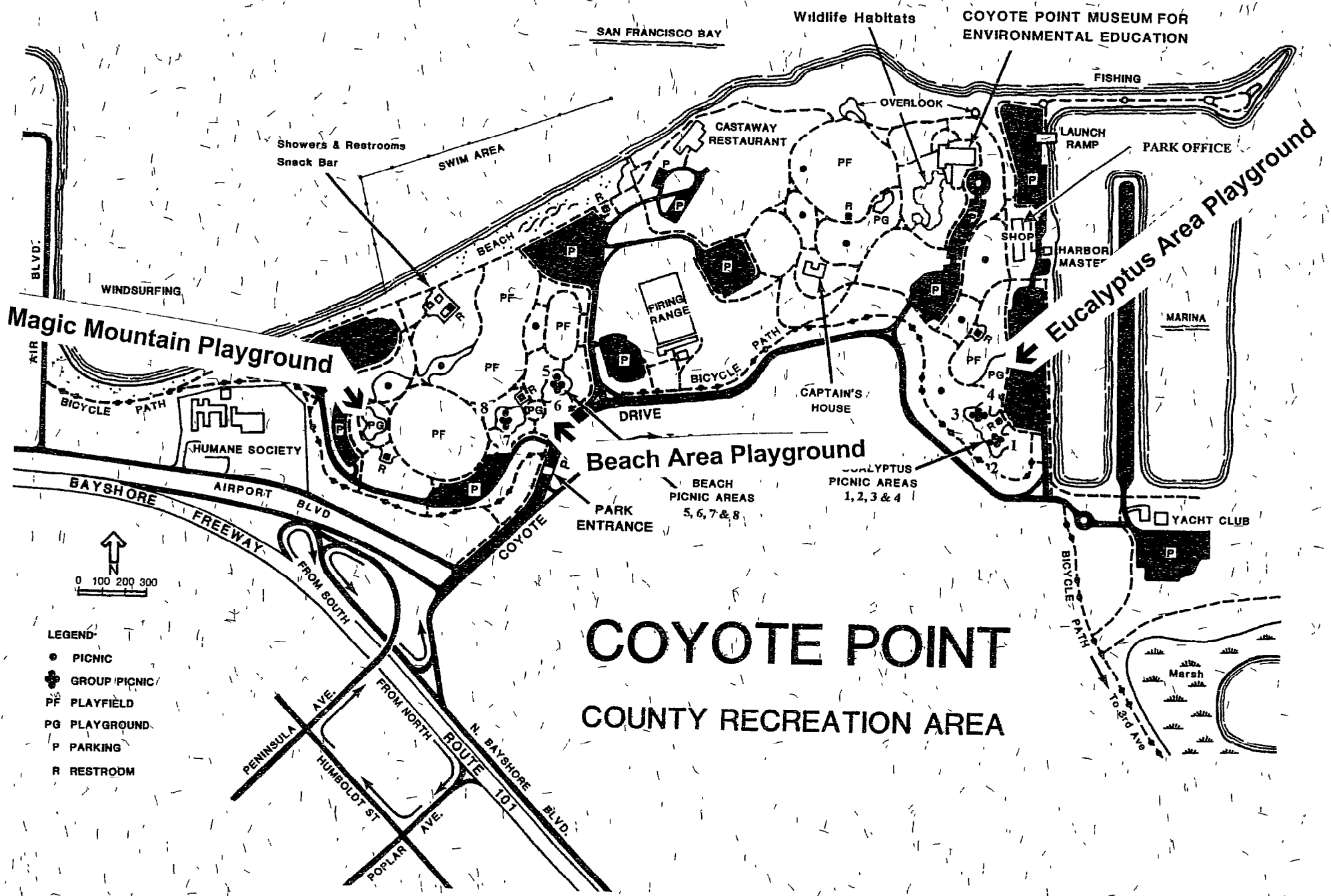
Acquisition Map

N/A—This project does not involve a land acquisition

**San Mateo County
Parks and Recreation Division
Coyote Point Recreation Area Playground Equipment Replacement Project**

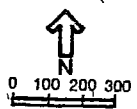
SITE PLAN

As attached.



COYOTE POINT

COUNTY RECREATION AREA



- LEGEND**
- PICNIC
 - ⊕ GROUP PICNIC
 - PF PLAYFIELD
 - PG PLAYGROUND
 - P PARKING
 - R RESTROOM

**San Mateo County
Parks and Recreation Division
Coyote Point Recreation Area Playground Equipment Replacement Project**

COST ESTIMATES

As attached.

San Mateo County Parks and Recreation Division
 Coyote Point Recreation Area Playground Equipment Replacement Project
COST ESTIMATES

Task	Amount	Grant Funds	Other Funds	Timeline
1. BEACH AREA PLAYGROUND				
ADA and Safety Assessment (Ranger III 12 hrs @ 31.08/hr)	\$373		\$373	
Equipment Needs Assessment(Ranger III 4 hrs @ 31 08/hr)	\$124		\$124	
Equipment Purchase	\$14,000	\$14,000		
Installation (California Conservation Corps)	\$10,000		\$10,000	
Task 1 Total	\$24,497	\$14,000	\$10,497	
2 EUCALYPTUS PLAYGROUND				
Removal of old playground equipment				
Equipment Purchase	\$65,000		\$65,000	
Site Prep	\$24,000		\$24,000	
Installation (volunteer and staff)	\$25,000		\$25,000	
Fencing	\$3,000	\$1,000	\$2,000	
Landscaping	\$8,000	\$2,000	\$6,000	
Task 2 Total	\$125,000	\$3,000	\$122,000	
3 MAGIC MOUNTAIN PLAYGROUND PHASE ONE				
Removal of old playground equipment	\$23,000		\$23,000	
Plan, Design, Engineer	\$80,000	\$80,000		
Site Preparation	\$100,000	\$100,000		
Task 3 Total	\$203,000	\$180,000	\$23,000	
TOTAL		\$197,000		

**Grant Contract
Special Provisions**

General Provisions

A. Definitions

1. The term "State" as used herein means the California State Department of Parks and Recreation.
2. The term "Act" as used herein means the Appropriation for the Program.
3. The term "Project" as used herein means the project described on page 1 of this Contract.
4. The term "Grantee" as used herein means the party described as the Grantee on page 1 of this Contract.
5. The term "Application" as used herein means the individual Application and its required attachments for grants pursuant to the enabling legislation and/or program.

B. Project Execution

1. Subject to the availability of grant moneys in the Act, the State hereby grants to the Grantee a sum of money (grant moneys) not to exceed the amount stated on page 1 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Description of Project on page 1 and under the terms and conditions set forth in this Contract.

Grantee shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval.
2. Grantee shall complete the Project in accordance with the time of Project Performance set forth on page 1, and under the terms and conditions of this Contract.
3. Grantee shall comply as lead agency with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.)
4. If the Project includes development, the Grantee shall comply with all applicable current laws and regulations effecting development projects including but not limited to legal requirements for construction contracts, building codes health and safe codes, and disabled access laws.
5. Grantee shall permit periodic site visits by the State to determine if development work is in accordance with the approved Project Scope including a final inspection upon Project completion.
6. Grantee agrees to submit any significant deviation from the original Project Scope to the State for prior approval.
7. If the Project includes acquisition of real property the Grantee agrees to comply with all applicable state and local laws or ordinances effecting relocation and real property acquisition.
8. Grantee shall provide for public access in accordance with the intent and provisions of the enabling legislation and/or program.

C. Project Costs

The Grant moneys to be provided Grantee under this Contract may be disbursed as follows:

1. If the Project includes acquisition of real property the State may disburse to Grantee the grant moneys as follows but not to exceed in any event the State grant amount set forth on page 1 of this Contract:
 - a. When acquisition is through negotiated purchase, State may disburse the amount of the State approved purchase price together with State approved costs of acquisition when an escrow is opened.
 - b. When acquisition is allowed pursuant to this Act through proceedings in eminent domain State may disburse the amount of the total award as provided for in the final order of condemnation together with State approved costs of acquisition.
 - c. In the event Grantee abandons such eminent domain proceedings Grantee shall bear all costs in connection therewith and that no grant moneys shall be disbursed for such costs.
2. If the Project includes development, the State may disburse to Grantee the grant moneys as follows, but not to exceed in any event the State grant amount set forth of page 1 of this Contract:
 - a. Up to ten percent of the total grant for preliminary costs.
 - b. On proof of award of a construction contract or commencement of construction by force account, up to ninety percent of the total grant, or the actual cost, whichever is less.
 - c. Remaining grant funds shall be paid up to the amount of the Grant or the actual Project cost, whichever is less, on completion of the Project and receipt of a detailed summary of Project costs from the Grantee.

D. Project Administration

1. Grantee shall promptly submit such reports as the State may request. In any event Grantee shall provide State a report showing total final Project expenditures.
2. Grantee shall make property and facilities acquired or developed pursuant to this Contract available for inspection upon request by the State.
3. Grantee shall use any moneys advanced by the State under the terms of this Contract solely for the Project herein described.
4. If grant moneys are advanced, the Grantee shall place moneys in a separate interest bearing account setting up and identifying such account prior to the advance interest earned on grant moneys shall be used on the Project or paid to the State. If grant moneys are advanced and not expended the unused portion of the Grant shall be returned to the State within 60 days of completion of the Project or end of the Project Performance Period, whichever is earlier.
5. Grantee shall use income earned by the Grantee from use of the Project to further Project purposes, or, if approved by the State, for related purposes within the Grantee's jurisdiction

E. Project Termination

1. Grantee may unilaterally rescind this Contract at any time prior to the commencement of the Project. After Project commencement this Contract may be rescinded, modified or amended by mutual agreement in writing.
2. Failure by the Grantee to comply with the terms of this Contract or any other Contract under the Act may be cause for suspension of all obligations of the State hereunder.
3. Failure of the Grantee to comply with the terms of this Contract shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Grantee. In such case any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Contract.
4. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Contract, is the preservation protection and net increase in the quantity and quality of parks public recreation facilities and/or historical resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of

grant moneys under the provisions of this Contract, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the grant moneys disbursed under this Contract by the State would be inadequate compensation to the State for any breach by the Grantee of this Contract. The Grantee further agrees therefore that the appropriate remedy in the event of a breach by the Grantee of this Contract shall be the specific performance of this Contract, unless otherwise agreed to by the State.

5. Grantee and State agree that if the Project includes development, final payment may not be made until the Project conforms substantially to this Contract.

F. Hold Harmless

1. Grantee shall waive all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Contract except claims arising from the concurrent or sole negligence of State, its officers, agents, and employees.
2. Grantee shall indemnify hold harmless and defend State, its officers, agents and employees against any and all claims demands damages costs expenses or liability costs arising out of the acquisition, development, construction operation or maintenance of the property described as the Project which claims demands or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of State, its officers, agents, or employees.
3. Grantee agrees that in the event State is named as codefendant under the provisions of Government Code Section 895 et seq., the Grantee shall notify State of such fact and shall represent State in the legal action unless State undertakes to represent itself as codefendant in such legal action in which event State shall bear its own litigation costs, expenses, and attorney's fees.
4. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the concurrent negligence of the State and Grantee their officers, agents or employees an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. Grantee shall indemnify, hold harmless and defend the State, its officers agents and employees against any and all claims, demands costs, expenses or liability costs arising out of legal actions pursuant to items to which the Grantee has certified. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts documents and records for the Project and to make them available to the state for auditing at reasonable times. Grantee also agrees to retain such financial accounts documents and records for three years following project termination or completion.

Grantee and State agree that during regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Contract or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs disbursements and receipts with respect to its activities under this Contract.
2. Grantee shall use a generally accepted accounting system.

H. Use of Facilities

1. Grantee agrees that the Grantee shall use the property acquired or developed with grant moneys under this Contract only for the purposes for which the State grant moneys were requested and no other use of the area shall be permitted except by specific act of the Legislature.
2. The Grantee shall maintain and operate the property acquired or developed for a period commensurate with the type of Project and the proportion of State Grant funds and local funds allocated to the capital costs of the Project.

I. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex race color national origin, age religion, ancestry or physical handicap in the use of any property or facility acquired or developed pursuant to this Contract.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of resident and pursuant to law.
3. All facilities shall be open to members of the public generally except as noted under the special provisions of this Project Contract or under provisions of the enabling legislation and/or program.

J. Application Incorporation

The Application and any subsequent change or addition approved by the State is hereby incorporated in this Contract as though set forth in full in this Contract.

K. Severability

If any provision of this Contract or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the Contract which can be given effect without the invalid provision or application and to this end the provisions of this Contract are severable.