

SAN MATEO COUNTY

Environmental Services Agency

Date: May 14, 2001

Hearing Date: May 22, 2001

To: The Honorable Board of Supervisors

From: Marica Raines, Director Environmental Services *MR*

Subject: **ADOPT A RESOLUTION APPROVING THE TERMS AND CONDITIONS OF A GRANT AGREEMENT IN THE AMOUNT OF \$52,000 AND AUTHORIZING EXECUTION OF THE GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FISH AND GAME FOR THE UNIMPROVED AND ABANDONED ROADS SEDIMENT SOURCE INVESTIGATION WITHIN PESCADERO/MEMORIAL/SAM MCDONALD PARK COMPLEX**

RECOMMENDATIONS

1. Adopt a resolution approving the terms and conditions of the grant agreement in the amount of \$52,000 and authorizing execution of the grant agreement with the California Department of Fish and Game for the *Unimproved and Abandoned Roads Sediment Source Investigation within Pescadero/Memorial/Sam McDonald Park Complex*.
2. Authorize the Director of Environmental Services Agency to execute any other documents, including the Nondiscrimination Compliance Statement and the Drug-Free Workplace Certification, required by and for the grant.

BACKGROUND:

In late January 2001, the Department of Fish and Game announced that San Mateo County had received \$52,000 in grant funds for project applications made to the Fishery Restoration Grant Program for a sediment source investigation of unimproved and abandoned roads within Pescadero, Memorial and Sam McDonald Parks.

To receive the funds, County Parks is required to submit a signed contract, a resolution from the governing board (San Mateo County Board of Supervisors), and completed "Drug-Free Workplace Certification" and "Nondiscrimination Compliance Statement" forms.

DISCUSSION:

The purpose of the application project is to perform an inventory of unimproved and abandoned roads and trails to assess sediment production and develop a detailed implementation plan for reduction of road and trail related sediment input into salmonid bearing streams. The project is expected to benefit Coho salmon and Steelhead trout.

Protection and restoration of salmonid bearing streams relies upon reduction of erosion sediment. Some of this sediment comes from unstable, adjacent hillsides, roads and trails. As a result, recovery of Coho and Steelhead is directly dependent upon assessing these sediment sources and developing and implementing a plan to reduce such sediment.

This project would gather the information and develop a plan for reduction of sediment created by unimproved abandoned roads and trails within Pescadero, Memorial, and Sam McDonald Park.

FISCAL IMPACT

The agreement requires local matching funds or in-kind services sufficient to complete the project but in an amount not to exceed \$23,047. The County will be contributing in-kind services rather than matching funds, therefore there will not be a significant impact on the County Parks budget.

REVIEW BY OTHERS

The San Mateo County Parks and Recreation Commission has reviewed this request and recommends approval by the Board of Supervisors.

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

RESOLUTION APPROVING OF THE TERMS AND CONDITIONS OF A GRANT AGREEMENT IN THE AMOUNT OF \$52,000 AND AUTHORIZING THE DIRECTOR OF ENVIRONMENTAL SERVICES AGENCY TO EXECUTE A GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FISH AND GAME FOR THE *UNIMPROVED AND ABANDONED ROADS SEDIMENT SOURCE INVESTIGATION WITHIN PESCADERO/MEMORIAL/SAM MCDONALD PARK COMPLEX*, AND AUTHORIZING THE DIRECTOR OF ENVIRONMENTAL SERVICES AGENCY TO EXECUTE AND SUBMIT ANY OTHER SUBSEQUENT DOCUMENTS RELATED TO THIS GRANT AGREEMENT

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

WHEREAS, the California Department of Fish and Game has approved a grant in the amount of \$52,000 for the *Unimproved and Abandoned Roads Sediment Source Investigation within Pescadero/Memorial/Sam McDonald Park Complex*;

WHEREAS, the California Department of Fish and Game administers the Fisheries Restoration Grant Program within the State, setting up necessary procedures governing the administration of funds under the program;

WHEREAS, said procedures established by the California Department of Fish and Game require the grant recipient to certify by resolution authorization of the execution of the grant agreement and approval of its terms and conditions before submission of said agreement 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 terms and conditions of the grant agreement in the amount of \$52,000 for the *Unimproved and Abandoned Roads Sediment Source Investigation within Pescadero/Memorial/Sam McDonald Park Complex* and authorizes the execution of the grant agreement with the California Department of Fish and Game; and

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

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF FISH AND GAME

Pursuant to Fish and Game Code Section §1501.5 (b), this grant process disburses funds for restoration projects approved by the Director of the Department of Fish and Game. This Grant Award is subject to the following conditions.

1. This Grant Agreement is made to San Mateo County Parks Department, hereinafter called the "Grantee," and by the California Department of Fish and Game, hereinafter called the "Grantor."
2. The Grantee agrees to provide all labor, materials, tools, permits, and incidentals necessary to complete Unimproved and Abandoned Roads Sediment Source Investigation within Pescadero/Memorial/Sam McDonald Park Complex, in accordance with Exhibit A, which is attached and made a part of this agreement by this reference.
3. This Grant Agreement shall be effective from May 1, 2001 through March 31, 2003. The Grantee should be aware that time is of the essence and the Grantor expects work will be completed during the first available field season. If the Grantee does not expect to complete the terms and conditions detailed in the Statement of Work during the first available field season, the Grantee must submit a project time line, in writing, to the Grantor's Contract Manager for approval.
4. This Grant Agreement shall not exceed \$ 52,000.00, including all taxes, licenses and fees in accordance with the budget detail outlined in Exhibit B, which is attached and made a part of this agreement by this reference.
5. The budget in Exhibit B is an estimate of the Grantee's project costs. If required by actual costs, the Grantor may approve and reimburse expenditures in any of the budgeted categories in excess of the estimated costs provided there are offsetting, decreased expenditures in any other budgeted categories. Such requests for budget category changes must be made in writing to the Grantor's Project Manager. Any cumulative budget category shift in excess of 10% will require a formal amendment hereto.
6. The Grantor's Project Manager is: Marty Gingras, 20 Lower Ragsdale Drive, Suite 100, Monterey, CA 93940, (831) 649-2885.
7. The Grantee's Project Manager is: Sam Herzberg, 455 County Center, Redwood City, CA 94063, (650) 363-1823.
8. Prior to any work undertaken under this agreement and any disbursement of funds, the

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Grantee shall comply with all applicable requirements of the California Environmental Quality Act (California Public Resources Code Sections §21000-21177).

9. This Grant Agreement does not constitute approval of the project or of any specific project features for purposes of compliance with any state or federal environmental law, including but not limited to the California Environmental Quality Act. Independent review and recommendation will be provided by the Grantor as appropriate on those projects where local, state, or federal permits or other environmental compliance is required.
10. It will be the responsibility of the Grantee to obtain all permits and make all arrangements necessary for its performance hereunder. Written permission must be obtained from landowner(s) for access to perform grant work.
11. No equipment will be purchased with funds provided by the Grantor under this agreement. The Grantor does not have responsibility for loss or damage to rented equipment arising from causes beyond the control of the Grantor. The Grantor's responsibility for repairs and liability for damage or loss is restricted to that made necessary by or resulting from the negligent act or omission of the Grantor or its officers, employees, or agents.

For the purpose of this Grant Agreement, "equipment" shall be defined as all moveable articles of nonexpendable personal property which have: (1) a normal useful life, including extended life due to repairs of four (4) years or more; (2) an identity which does not change with use, i.e., is not consumed by use or converted by fabrication into some other form of property; and (3) a unit cost of \$500.00 or more.
12. The Grantor's Project Manager may require the Grantee to submit progress reports and/or coordinate with Grantor personnel as often as deemed necessary, but not more often than once a month.
13. Upon completion of the project, the Grantee shall submit a written report which contains:
(1) the grant agreement number, (2) location of work - show project location using U.S.G.S. 7.5 minute topographical map or appropriately scaled topographical map, (3) specific project access using public and private roads and trails, and landowner name and address should be included, (4) a description and analysis of the restoration and planning techniques used, (5) a description of the results of the project, (6) dates of work and the number of person hours expended, (7) labeled before and after photographs of any restoration activities and techniques, and (8) Grant dollars spent and contributed and/or in-kind services used to complete the project.
14. Grant disbursements will be made to the Grantee in arrears, upon receipt by the Grantor of an itemized invoice showing the time period covered and the work items accomplished. Invoices may not be submitted more frequently than monthly, in arrears, and must be submitted with the name and address of the Grantee, and must contain the signature and title of the person submitting the invoice.

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15. The Grantee must provide supporting documentation for the invoice and actual receipts upon request of the Grantors project manager. The invoice shall contain the Grant Agreement number, P0030412, and shall be submitted to the attention of the Grantor's Project Manager. In addition, a single copy of the invoice must be sent to the Agreement Coordinator at: Department of Fish and Game, Attn: Javier Gloria, P.O. Box 47, Yountville, CA 94599.
16. Each invoice for payment must be accompanied by a written description, not to exceed one page in length, of the Grantee's performance under this agreement since the time the previous such report was prepared. The report shall describe the types of activities and specific accomplishments during the period for which the payment is being made rather than merely listing the number of hours worked during the reporting period.
17. Grantor shall withhold 10% from each and every payment pending fulfillment of the Grantee's obligations herein. Upon completion of the Grantee's obligations, the Grantee must invoice for the payment retention.
18. Any disputes concerning the project or the Grant Agreement shall be resolved by the Project Managers of the Grantor and Grantee. In the event the dispute cannot be resolved by the Project Managers, the dispute shall be referred to the Director of the Department of Fish and Game, whose decision will be final.
19. The Grantee shall maintain complete and accurate records of its actual project costs and shall retain said records throughout the term of the Grant Agreement and for a period of three (3) years after receipt of final payment. During such time, said records shall be made available to the State of California, or their designated representative, for audit purposes during normal business hours. Expenditures not documented, and expenditures not allowed under the Grant Agreement or otherwise authorized by the Grantor shall be borne by the Grantee. The audit shall be confined to those matters connected with the Grant Agreement, including but not limited to, the administration and overhead costs.
20. All subcontracts will be made in a manner to provide, to the maximum extent practicable, open and free competition. In order to ensure objective subcontract performance and eliminate unfair competitive advantage, subcontractors that develop or draft work requirements, statements of work, or requests for proposals shall be excluded from competing for such subcontracts.
21. All subcontracts are subject to Executive Order 12549, "Debarment and Suspension" and Department of Commerce implementing regulations published at 15 CFR Part 26, Subparts A through E, "Governmentwide Debarment and Suspension (Nonprocurement)" for a drugfree work place. See the web site at the following address:
<http://www.access.gpo.gov/nara/cfr/cfr-retrieve.html> - page1

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22. The Grantee and any subcontractors shall permit the Grantor to review and inspect project activities at all reasonable times during the performance period of this Grant Agreement, including review and inspection on a daily basis.
23. The project specifications subject to this Grant Agreement may only be amended in writing by mutual agreement of the Grantor and Grantee.
24. The Grantor may terminate the Grant Agreement upon giving thirty (30) days written notice to the Grantee. In case of early termination, a final payment will be made to the Grantee upon receipt of an invoice covering costs incurred up to notice of termination, based on the portion of work completed.
25. To ensure payment and allow for an adequate amount of time to process the payment(s) and close the appropriation, all invoices for work performed and charged against this grant must be received and approved by the Grantor's Project Manager no later than April 15, 2003.

GRANTOR - State of California

GRANTEE

Department of Fish and Game

San Mateo County Parks Department

Michael F. Harris

Printed Name of Person Signing

Printed Name and Title of Person Signing

Signature (Authorized)

Signature (Authorized)

Deputy Director, Administration

455 County Center, Redwood City, CA 94063

Title

Address

Date: _____

Date: _____

Amount Encumbered by the Grant Document \$ 52,000.00	Program (Code and Title) Support/Clearing Acct. 99	Fund Title Preservation		Taxpayer's Fed ID Number 94-6000532
Prior Amount Encumbered For This Grant Document \$	Optional Use			
Total Encumbered by this Grant \$ 52,000.00	Item 3600-001-200-99	Chapter 52	Statute 2000	Fiscal Year 00/01
Index H300	Object Code 418	PCA Code A2951		Activity Code 121319
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above		T.B.A. No		B.R. No.
Signature of Accounting Officer				Date

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EXHIBIT A
STATEMENT OF WORK

Under direction of the Grantor, and under the following conditions and terms, the Grantee will:

1. Conduct an air photo analysis using historic photo sets to document landslides, stream channel disturbances, road construction history and land use history of the Pescadero/Memorial/Sam McDonald Park complex . Prepare GIS maps showing landslides, land use history and road construction history.
2. Conduct a field inventory along 65 miles of active and abandoned roads and trails to identify sites which pose a risk of sediment delivery to nearby anadromous streams. Prepare GIS maps showing inventory of erosion sites. Inventories will follow the methodology described in the *Training Manual and Source Materials for Inventories of Watershed Roads Systems* (Pacific Watershed Associates, 1996).
3. Develop and present a watershed enhancement plan that will result in restoration of steelhead trout and coho salmon in the Pescadero watershed.
 - a. Plan development will include:
 - i. Background and historical information
 - ii. Pertinent data and information developed
 - iii. Assessment results and prioritized erosion control practices on each site that has the potential to deliver sediment to a creek. Erosion control practices will be consistent with recommendations found in *Handbook for Forest and Ranch Roads* (Mendocino County Resource Conservation District, 1994).
 - iv. Maps pertinent to watershed history and assessment results
 - b. Plan presentation will include:
 - i. Timely progress reports or review drafts submitted with all invoices to the Contract Manager during plan development or a minimum of four times a year
 - ii. A draft review plan will be presented to the Contract Manager and watershed landowners by February 1, 2003.
 - iii. Copies of the plan will be delivered to the Contract Manager by March 15, 2003 on paper and WordPerfect 6/7/8 format, and be available to interested agencies and individuals.
 - iv. All final Geographic Information System (GIS) material developed under terms of this agreement will be delivered to the Contract Manager in an IBM PC-compatible Arc View format and will include metadata. All final databases, worksheets, and/or other data developed under terms of this agreement, including assessment results, identified problem sites, treatment sites, recommendations and project site data, will be delivered to the Contract Manager on paper and ASCII DOS text, ASCII (DOS) comma delimited text,

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or LOTUS WK3 format electronic files.

4. The Grantee will acknowledge the participation of the Department of Fish and Game, California Coastal Salmon Recovery Program funds on any signs, flyers, or other types of written communication or notice to advertise or explain the Unimproved and Abandoned Roads Sediment Source Investigation within Pescadero/Memorial/Sam McDonald Park Complex.

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EXHIBIT B
ESTIMATED BUDGET

The Grantee will provide up to \$ 23,047.00 in funds or in-kind services to complete tasks described in Exhibit A, Statement of Work. The Grantor will provide an amount not to exceed \$ 52,000.00 as shown below in this Estimated Budget. Accurate records on in-kind funds or services will be made available to the Grantor upon request at any time during the term of this agreement.

OPERATING EXPENSES

Sediment Source Inventory (65 miles @ \$800/mi.) \$52,000.00

TOTAL OPERATING EXPENSES 52,000.00

TOTAL ESTIMATED BUDGET \$52,000.00

NONDISCRIMINATION COMPLIANCE STATEMENT

STD. 19 (REV. 3-85)

COMPANY NAME

San Mateo County Parks Department

The company named above (hereinafter referred to as prospective contractor') hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 (a-f) and California Code of Regulations, Title 2, Division 4, Chapter 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age (over 40), marital status, denial of family care leave and denial of pregnancy disability leave.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME

DATE EXECUTED

EXECUTED IN THE COUNTY OF

PROSPECTIVE CONTRACTOR'S SIGNATURE

PROSPECTIVE CONTRACTOR'S TITLE


PROSPECTIVE CONTRACTOR'S LEGAL BUSINESS NAME

DRUG-FREE WORKPLACE CERTIFICATION

STD 21 (REV 12-93)

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME		FEDERAL ID NUMBER
San Mateo County Parks Department		94-6000532
BY (Authorized Signature)		DATE EXECUTED
		
PRINTED NAME AND TITLE OF PERSON SIGNING		TELEPHONE NUMBER (Include Area Code)
		()
TITLE		
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS		

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free workplace policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until 3/31/03 (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.