#### SAN MATEO COUNTY

# **Environmental Services Agency**

Date: October 22 2001

Hearing Date: October 30, 2001

TO:

The Honorable Board of Supervisors

FROM:

Marcia Raines, Director, Environmental Services Agency

SUBJECT:

APPROVAL OF A GRANT APPLICATION TO THE BAY TRAIL

PROGRAM AND AGREEMENT IN THE AMOUNT OF \$42,000

BETWEEN THE ASSOCIATION OF BAY AREA GOVERNMENTS AND

THE COUNTY OF SAN MATEO FOR THE COYOTE POINT

RECREATION AREA BAY TRAIL REALIGNMENT DESIGN PROJECT

# **RECOMMENDATIONS:**

1. Adopt a resolution authorizing and ratifying submission of a grant application to the Association of Bay Area Governments in the amount of \$42,000 for the design and realignment of the Bay Trail in Coyote Point Recreational Area.

2. Adopt a resolution authorizing the Director of Environmental Services Agency to execute the grant agreement in the amount of \$42,000 between the Association of Bay Area Governments and the County of San Mateo for the Coyote Point Recreation Area Bay Trail Realignment Design Project.

3. Approve an Appropriation Transfer Request in the amount of \$42,000 from Association of Bay Area Governments Bay Trail Program.

4. Authorize the Director of Environmental Services Agency to execute any other documents required by and for the grant.

# **BACKGROUND:**

The Association of Bay Area Governments (ABAG) announced the availability of \$7.5 million for the Bay Trail Program. The money comes from Proposition 12, the Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond of 2000.

The Bay Trail Program is designed to accelerate development of the 400-mile Bay Trail and to take advantage of changed conditions or new alignment opportunities by awarding grants for planning and other efforts to overcome obstacles to trail development. According to the ABAG Bay Trail website, "The Bay Trail is a planned recreational corridor that, when complete, will encircle San Francisco and San Pablo Bays with a continuous 400-mile network of bicycling and hiking trails. It will connect the shoreline of all nine Bay Area counties, link 47 cities, and cross the major toll bridges in the region. To date, approximately 210 miles of the alignment—or slightly more than half the Bay Trail's ultimate length—has been completed.

Local, state and Federal government agencies, special districts and qualified nonprofit organizations were eligible to apply Bay Trail Program funds. The program favors construction of high priority trail segments; use of matching or in-kind contributions; innovative solutions and partnerships, and planning efforts to overcome obstacles to future trail development.

San Mateo County Parks and Recreation submitted an application for the Coyote Point Recreation Area Bay Trail Realignment Design Project. In an August 6, 2001 letter, ABAG staff informed County Parks that the Coyote Point Recreation Area Bay Trail Realignment Design Project had been officially awarded \$42,000 in grant funds. As part of the grant agreement process, County of San Mateo must pass a resolution accepting the grant funds and designating an agent to execute the grant agreement and related documents.

### **DISCUSSION:**

Acquired in 1964 by the San Mateo County Parks and Recreation Division, Coyote Point has been developed as an urban park providing several picnic areas, a bay-water swimming area, walking and bicycling trails throughout the park, and windsurfing, fishing, boating and sailing opportunities. Nearly 300,000 people annually visit Coyote Point Recreation Area. With 727 acres, the park also offers stunning views of the Bay, San Francisco, and the East Bay skyline. Park users can also visit the Coyote Point Museum, which offers live animal exhibits at the Wildlife Habitats, and exhibits of both the cultural and historical significance of the bay.

According to ABAG maps, the Bay Trail in Coyote Point Recreation Area is aligned with an existing patchwork of trails running the full length of the park (from East to West). This patchwork of trails connects the north and south segments of the Bay Trail making a continuous transportation corridor for bicyclists and other users. Through the park, Bay Trail users can connect to destinations including the Anza Fishing Pier area commercial development (soon to be constructed) and residential and commercial areas of Foster City and Redwood Shores, and commercial segments of San Carlos (east of Highway 101). As part of the Coyote Point Recreational Area trail system, this patchwork is composed of, and connects with, other pedestrian and bicycle trails through the park.

County Parks is developing a Master Plan for the Coyote Point Recreation Area. As part of the Master Plan revision process for Coyote Point Recreation Area, San Mateo County Parks will designate formally the route of the Coyote Point Bay Trail to provide easier access for users—particularly those with physical disabilities—and greater safety for all. Through this application, the Bay Trail planning grant will fund a study to:

- Examine the condition, and propose repair cost estimates, for the sagging levee upon which the western portion of the Coyote Point Bay Trail rests.
- Assess and develop alternatives (including cost estimates) to address the conflicts between various uses (particularly between vehicles and trail users) along Coyote Point Drive and within the park.
- Assess and develop alternatives (including cost estimates) to address accessibility issues (access for disabled and Bay Trail users with pets) along the trail.

- After public workshops, the selection of a preferred alternative to address the above issues will be made.
- Designate spur routes within the park for scenic, historic and use purposes.

As part of the master planning process, San Mateo County Parks will designate formally the alignment of the Coyote Point Bay Trail and provide easier access for users—particularly those with physical disabilities—and greater safety for all. The Bay Trail planning grant will fund a study of the levee along the western portion of the trail, and assessment and alternatives to traffic safety issues—especially those between vehicles and non-motorized users. Considering the steepness of the trail grade and the need to protect the sensitive habitats, this project will also fund an assessment and alternatives to access issues for visitors with physical disabilities and those with pets. This grant will conclude with public workshops and selection of preferred alternatives addressing the above issues.

#### **FISCAL IMPACT:**

There will be no significant impact on the Parks and Recreation Division's budget. Existing staff resources will be used as matching funds for the grant and utilized to oversee proper project implementation.

# **REVIEW BY OTHERS:**

The San Mateo County Parks and Recreation Commission recommends the Board of Supervisors approve submission of a grant application to the Association of Bay Area Governments Bay Trail Program.

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

Resolution No.	
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RESOLUTION AUTHORIZING AND RATIFYING THE ENVIRONMENTAL SERVICES AGENCY DIRECTOR'S SUBMISSION OF A GRANT APPLICATION AND ACCEPTANCE OF A GRANT IN THE AMOUNT OF \$42,000 FROM THE ASSOCIATION OF BAY AREA GOVERNMENTS FOR A CONCEPTUAL DESIGN OF THE BAY TRAIL WITHIN COYOTE POINT RECREATION AREA AND AUTHORIZING THE DIRECTOR OF ENVIRONMENTAL SERVICES AGENCY TO EXECUTE AND SUBMIT ANY OTHER SUBSEQUENT DOCUMENTS RELATED TO THE GRANT PROJECT

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

WHEREAS, the voters of California passed the Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000 (Villaraigosa-Keeley Act). This act designated \$7.5 million for the Bay Trail Program;

WHEREAS, the Association of Bay Area Governments (ABAG) has been delegated the responsibility for the administration of the Bay Trail Program, setting up necessary procedures governing grant applications by local agencies, businesses and non-profit organizations under the program;

WHEREAS, said procedures established by ABAG require the applicant to certify by resolution acceptance of the grant from;

WHEREAS, the applicant will enter into an agreement with ABAG for development of the project; and

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED, that the San Mateo County Board of Supervisors by adoption of this resolution authorizes and ratifies the Director of Environmental Service's submission of an application to the Association of Bay Area Governments for the Coyote Point Recreation Area Bay Trail Realignment Design Project.

IT IS FURTHER ORDERED, that the Director of Environmental Services Agency of the County of San Mateo is hereby authorized and empowered to accept grant funds in the amount of \$42,000 from the Association of Bay Area Governments for the Coyote Point Recreation Area Bay Trail Realignment Design Project and to execute in the name of the County of San Mateo the grant agreement and all necessary applications, contracts, agreements, amendments and payment requests for the purposes of completing the grant project and to implement and carry out the purposes specified in the grant agreement.

# COUNTY OF SAN MATEO APPROPRIATION TRANSFER REQUEST

REQUEST NO. ATR2-026

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# ASSOCIATION OF BAY AREA GOVERNMENTS BAY TRAIL PROJECT

#### PLANNING GRANT AGREEMENT

Grantee's full, legal name: San Mateo County - Parks and Recreation Division

Address: 455 County Center, 4th Floor, Redwood City, CA 94063-1646

Phone No.: (650) 363-4027

Name of Contact: Ross Nakasone

Title of Contact: Management Analyst

## I. SCOPE OF AGREEMENT

Pursuant to Chapter 9 of Division 21 of the California Public Resources Code, the State Coastal Conservancy ("the Conservancy") awarded grant funds to be administered by the Association of Bay Area Governments (ABAG) for development of the Bay Trail Project. ABAG grants to the County of San Mateo – Parks and Recreation Division ("the grantee") a sum not to exceed forty two thousand dollars (\$ 42,000), subject to the terms and conditions of this agreement, to prepare an trail realignment design study ("the Project") for the Coyote Point Recreation area, shown on Exhibit A, which is incorporated by reference and attached. The Project description is attached as Exhibit B, which is incorporated by reference.

The grantee shall carry out the Project in accordance with this agreement and a work program to be approved by ABAG pursuant to this agreement. The grantee shall provide [\$\_—\_\_\_ and] any funds beyond those granted under this agreement which are needed to complete the Project.

# II. CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT

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

- A. A resolution has been adopted by the Board of Supervisor of the grantee authorizing the execution of this agreement and approving its terms and conditions.
- B. ABAG has approved in writing:
  - 1. The work program for the Project.
  - 2. All contractors that the grantee intends to employ in connection with the Project.

# III. TERM OF AGREEMENT

This agreement shall be deemed executed and effective when signed by both parties and together with the resolution described in the "CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT" section of this agreement.

This agreement shall run from its effective date through December 31, 2035 (the "termination date") unless otherwise terminated or amended as provided in this agreement. However, all work shall be completed by June 28, 2002 ("the completion date").

#### STANDARD PROVISIONS

# I. WORK PROGRAM

If all or part of the Project to be funded under this agreement will be performed by third parties ("contractors") under contract with the grantee, then the grantee shall, prior to initiating any request for contractor bids, submit the bid package for review and written approval of ABAG. Upon approval by ABAG, the grantee shall proceed with the bidding process. Prior to final selection, the grantee shall submit to ABAG for written approval the names of all contractors that the grantee intends to hire.

Prior to commencement of the Project, the grantee shall submit a detailed work program to ABAG for review and written approval as to its consistency with the terms of this agreement. The work program shall include:

- A. The specific tasks to be performed.
- B. A schedule of completion for the Project, specifically listing the completion date for each Project component and a final Project completion date.
- C. A detailed project budget ("Project Budget"). The Project Budget shall describe all labor and materials costs to be incurred to complete each component of the Project. For each Project component, the Project Budget shall list all intended funding sources including ABAG's grant, [the grantee's required contribution] and all other sources of monies, materials, or labor.

The work program shall have the same force and effect as if included in the text of this agreement. However, the work program may be modified without amendment of this agreement upon the grantee's submission of a modified work program and ABAG's written approval of it. If this agreement and the work program are inconsistent, the agreement shall control.

The grantee shall carry out the Project in accordance with the approved work program.

#### II. COORDINATION AND MEETINGS

The grantee shall coordinate with ABAG staff and shall participate in meetings and other communications as necessary to ensure coordination.

#### III. WORK PRODUCTS

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

## IV. COSTS AND DISBURSEMENTS

Upon determination by ABAG that all "CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT" have been fully met, ABAG shall disburse to the

grantee, in accordance with the approved Project Budget, a total amount not to exceed the amount of this grant, as follows:

The provision of this section with a check mark, "x" or equivalent mark opposite it will apply at the commencement of the agreement.

# ☐ MONTHLY INVOICES

Disbursements shall be made on the basis of costs incurred to date, less ten percent (10%), upon the grantee's satisfactory progress in accordance with the approved work program and upon submission of a "Request for Disbursement" form, which shall be submitted no more frequently than monthly but no less frequently than quarterly. Disbursement of the ten percent (10%) withheld shall be made upon (1) the grantee's satisfactory completion of the Project, compliance with the "PROJECT COMPLETION" section of this agreement, and submission of a fully executed final "Request for Disbursement" form; and (2) ABAG's acceptance of the Project.

# COMPLETION OF EACH PROJECT TASK

Disbursement shall be made on the basis of costs incurred to date, less ten percent (10%), upon the grantee's satisfactory completion of each project task identified in the approved work program. The final disbursement, together with amounts earlier withheld, shall be made upon the grantee's satisfactory completion of the Project and compliance with the "PROJECT COMPLETION" section of this agreement and upon ABAG's acceptance of the Project.

### ☐ COMPLETION OF PROJECT

Disbursement shall be made on the basis of costs incurred, upon the grantee's satisfactory completion of the Project and compliance with the "PROJECT COMPLETION" section of this agreement and upon ABAG's acceptance of the Project.

The grantee shall request disbursements by filing with ABAG fully executed "Request for Disbursement" forms (available from ABAG). The grantee shall submit the final form within thirty (30) days after the completion date provided in the "TERM OF AGREEMENT" section, above. The grantee shall state on the form its name and address, the date of the submission, the amount of the invoice, the period during which the work was actually done, and an itemized description of all work done for which disbursement is requested. The form shall be signed by an authorized representative of the grantee. Additionally, each form shall be accompanied by any supporting invoices or other source documents from contractors that the grantee engaged to complete any portion of the Project funded under this agreement, and by written substantiation of completion of the portion of the Project for which disbursement is requested. With each form, the grantee shall also submit a supporting progress report summarizing the current status of the Project and comparing it to the status required by the work program (budget, timeline, task, etc). Failure to fully execute and submit a "Request for Disbursement" form, including attachment of supporting documents, will relieve ABAG of its obligation to disburse funds to the grantee unless and until all deficiencies in the form are rectified.

# V. EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS

The grantee shall expend funds in the manner described in the approved Project Budget. The allocation of ABAG's total grant among the items in the Project Budget may vary by as much as ten percent (10%) without approval by ABAG. Any difference of more than ten percent (10%) must be approved in writing by ABAG. ABAG may withhold payment for changes in particular budget items which exceed the amount allocated in the Project Budget by more than ten percent (10%) and which have not received the approval required above. The total amount of this grant may not be increased except by amendment to this agreement. Any increase in the funding for any particular budget item shall mean a decrease in the funding for one or more other budget items unless there is a written amendment to this agreement.

### VI. PROJECT COMPLETION

The grantee shall complete the Project by the completion date provided in the "TERM OF AGREEMENT" section, above. Upon completion of the Project, the grantee shall supply ABAG with evidence of completion by submitting: (1) the [enhancement/restoration/urban waterfront restoration] plan and any other work products specified in the work program for the Project; and (2) a fully executed final "Request for Disbursement" form. Within thirty (30) days of grantee's compliance with this paragraph, ABAG shall determine whether the Project has been satisfactorily completed. If ABAG determines that the Project has been satisfactorily completed, ABAG shall issue to the grantee a letter of acceptance of the Project. The Project shall be deemed complete as of the date of the letter of acceptance.

#### VII. EARLY TERMINATION AND FAILURE TO PERFORM

If the grantee fails to complete the Project in accordance with this agreement, or fails to fulfill any other obligations of this agreement prior to the termination date, the grantee shall be liable for immediate repayment to ABAG of all amounts disbursed by ABAG under this agreement. ABAG may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed. This paragraph shall not be deemed to limit any other remedies ABAG may have for breach of this agreement.

#### VIII. LIABILITY

The grantee shall be responsible for, indemnify and save harmless ABAG, the Bay Trail Project and State of California ("the State"), their members, directors, officers, agents and employees, from any and all liabilities, claims, demands, damages or costs resulting from, growing out of, or in any way connected with or incident to this agreement, except for active negligence of ABAG, the Bay Trail Project, and the State of California, its members, directors, officers, agents or employees. The duty of the grantee to indemnify and save harmless includes the duty to defend as set forth in Civil Code Section 2778.

PUBLIC ENTITY GRANTEES: This agreement supersedes the grantee's right as a public entity to indemnity (see Gov. Code Section 895.2) and contribution (see Gov. Code Section 895.6) as set forth in Gov. Code Section 895.4.

The grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents or employees, for any liability resulting from growing out of, or in any way connected with or incident to this agreement.

Nothing in this agreement is intended to create in the public or any member of it rights as a third party beneficiary under this agreement.

# IX. AUDITS/ACCOUNTING/RECORDS

The grantee shall maintain standard financial accounts, documents, and records relating to implementation of the Project. The grantee shall retain these documents for three (3) years following the date of final disbursement by ABAG under this agreement, regardless of the termination date. The documents shall be subject to examination and audit by ABAG and the Bureau of State Audits during this period. The grantee may use any accounting system which follows the guidelines of "Generally Accepted Accounting Practices" published by the American Institute of Certified Public Accountants.

#### X. NONDISCRIMINATION

During the performance of this agreement, the grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, medical condition, marital status, age (over 40) or denial of family-care leave, medical-care leave, or pregnancy-disability leave. The grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and The grantee and its contractors shall comply with the provisions of the Fair harassment. Employment and Housing Act (Govt. Code Sections 12900 et seq.) and the applicable regulations (California Code of Regulations, Title 2, Sections 7285.0 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations), are incorporated into this agreement. The grantee and its contractors shall give written notice of their obligations under the county non-discrimination clause to labor organizations with which they have a collective bargaining or other agreement. The county nondiscrimination clause shall be included in all contracts and subcontracts entered into to perform work provided for under this agreement.

#### XI. INDEPENDENT CAPACITY

The grantee, and the agents and employees of the grantee, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of ABAG.

#### XII. ASSIGNMENT

Without the written consent of ABAG, this agreement is not assignable by the grantee in whole or in part.

# XIII. TIMELINESS

Time is of the essence in this agreement.

# XIV. ABAG'S DESIGNEE

ABAG designates Janet McBride as project manager who shall have authority to act on behalf of ABAG with respect to this agreement.

### XV. AMENDMENT

Except as expressly provided in this agreement, no change in this agreement shall be valid unless made in writing and signed by the parties to the agreement. No oral understanding or agreement not incorporated in this agreement shall be binding on any of the parties.

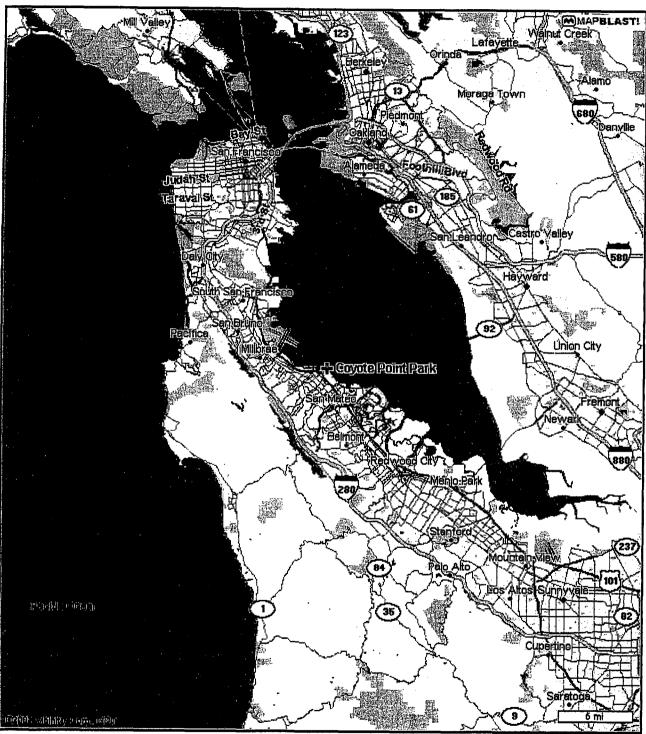
#### XVI. LOCUS

This agreement is deemed to be entered into in the Cou	nty of Alameda.
The parties have caused this agreement to be exe authorized, the provisions of which agreement are, 2001.	
ASSOCIATION OF BAY AREA GOVERNMENTS	GRANTEE
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Eugene Y. Leong, Executive Director	
APPROVED AS TO FORM	APPROVED AS TO FORM
Ву	Ву
Kenneth K Mov Legal Counsel	

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# San Mateo, CA



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# EXHIBIT B Project Description

As part of the Master Plan revision process for Coyote Point Recreation Area, San Mateo County Parks will designate formally the route of the Coyote Point Bay Trail to provide easier access for users—particularly those with physical disabilities—and greater safety for all. Through this application, the Bay Trail planning grant will fund a study to:

- Examine the condition and propose repair cost estimates for the sagging levee upon which the western portion of the Coyote Point Bay Trail rests.
- Assess and develop alternatives (including cost estimates) to address the conflicts between various uses (particularly between vehicles and trail users) along Coyote Point Drive and within the park.
- Assess and develop alternatives (including cost estimates) to address accessibility issues (access for disabled and Bay Trail users with pets) along the trail.
- After public workshops, selection of a preferred alternative to address the above issues.
- Designate spur routes within the park for scenic, historic and use purposes.

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As part of the Master Plan, this project proposes planning and design development of a formally designated route for the Bay Trail in Coyote Point Recreational Area. As part of the process to develop the Coyote Point Bay Trail, several significant problems must be addressed. Existing paths are less than five feet in width. As a result, the path cannot safely accommodate simultaneously various uses in significant numbers. Bicycle/pedestrian and vehicle conflicts threaten the safety of Bay Trail users. Four major intersections along Coyote Point Drive facilitate vehicular speed at the expense non-motorized user safety. The eastern section the trail is under utilized due to confusion about the trail route and difficulties with the grade of the trail. As a result, these users are forced to abandon the trail by either turning back or riding/walking along the roadway. Due to narrow width and the absence of shoulders and sidewalks, the existing roadway cannot safely accommodate both bicyclists/pedestrians and automobiles. West-side trail degradation along the sagging levee also threatens user safety. Due to park policy protecting sensitive environmental habitats, dog access is restricted despite the fact that dogs are allowed on Bay Trail segments directly north and south of Coyote Point Recreation Area.

# **EXHIBIT B**Project Description

San Mateo County Parks will designate formally the alignment of the Coyote Point Bay Trail and provide easier access for users—particularly those with physical disabilities—and greater safety for all. Through this application, the Bay Trail planning grant will fund a study of the levee along the western portion of the trail, and assessment and alternatives to traffic safety issues—especially those between vehicles and non-motorized users. Considering steepness of the trail grade and protecting the sensitive habitats, this project will also fund an assessment and alternatives to access issues for visitors with physical disabilities and those with pets. This grant will conclude with public workshops and selection of preferred alternatives addressing the above issues.