



# County of San Mateo

## Inter-Departmental Correspondence

**Department:** BOARD OF SUPERVISORS  
**DISTRICT 3**  
**File #:** 18-1031

Board Meeting Date: 11/13/2018

**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors  
**From:** Michael P. Callagy, County Manager  
**Subject:** Use of District-Specific **Measure K** Funds - Supervisorial District 3

### **RECOMMENDATION:**

**Measure K:** Adopt a resolution authorizing a one-time grant of district-specific **Measure K** revenue and expenditure appropriations in the amount of \$5,625, to the Princeton-by-the-Sea Home Improvement Association for patch and repair of existing pathways and basketball court at Clipper Ridge Park, and authorizing the County Manager, or his designee, to prepare and execute the grant agreement.

### **BACKGROUND:**

**Measure K** is the half-cent general sales tax initially approved by San Mateo County voters in November 2012 and extended in November 2016 for a total of thirty years. The Board of Supervisors ("Board") and County staff have conducted study sessions and community outreach efforts to inform priorities for **Measure K** spending for FY2017-19.

On May 16, 2017, the Board approved the FY 2017-19 Measure K allocation plan in which the County anticipates Measure K receipts of approximately \$81.6 million annually. The plan included \$7 million in one-time loans or grants each year during FY 2017-19, divided equally among the five supervisorial districts, for district-specific needs and projects. District 3 has submitted a request to use its district-specific **Measure K** funds as shown below and described in the Project Summary section of this memorandum:

District/Project	Amount
District 3 (Supervisor Don Horsley) - Princeton-by-the-Sea Home Improvement Association for patch and repair of existing pathways and basketball court at the Clipper Ridge Park in El Granada.	\$5,625

This item is consistent with the criteria for district-specific **Measure K** funds, which were developed

during the initial round of district-specific allocations and approved by the Board in April 2015.

#### **PROJECT SUMMARY:**

This is a request to authorize a one-time grant of district-specific **Measure K** funds, not to exceed \$5,625, to Princeton-by-the-Sea Home Improvement Association, to provide funds for patch and repair of existing pathways and basketball court at Clipper Ridge Park located at the corner of Harbour Drive and Royal Palm Street in El Granada. The County Manager's Office will administer and manage the proposed agreement.

The Clipper Ridge Park is approximately 1.5 acres and is accessible to the public. The park includes picnic tables, a playground, basketball half court and two dog run areas. The Princeton-by-the Sea Home Improvement Association is currently making repairs to the sprinkler system as well as addressing gopher abatement. Clipper Ridge Park is located on property owned by San Mateo County. The Princeton-by-the-Sea Home Improvement Association provides landscaping maintenance of the park, and the San Mateo County Parks Department inspects the playground equipment.

The proposed grant funding will cover up to \$5,625 for the one-time costs listed below:

<b>Seal coat:</b> clean the entire designated pavement surface using power blowers as required. Area of work includes basketball court and asphalt pathways. Seal cracks under ¾" with Duro-Flex hot applied crack filler as per manufacturer's specifications. Apply a two-coat application of Western Colloid #327 seal coat emulsion over entire surface.	\$4,275
<b>Striping:</b> lay out and stripe basketball court lines with white traffic paint.	\$1,350
<b>Total Cost</b>	<b>\$5,625</b>

#### **Total Measure K Request: Not to Exceed \$5,625**

The release of funds will be contingent on the execution of an agreement providing for the County's confirmation of the expenditure of funds during FY 2018-19 for the purposes stated herein. The County will disburse the funds to the following organization for the purposes described above:

Princeton-by-the-Sea Home Improvement Association  
PO Box 73  
El Granada, CA 94018

Larry Gray, Vice President  
admin@princetonbythesea.com

#### **PERFORMANCE MEASURES:**

Description	Target
Percent of project completed by June 30, 2019, and within budget.	100%

County Counsel has reviewed and approved the resolution as to form.

Funding for the Clipper Ridge Park Improvements contributes to the Shared Vision 2025 outcome of creating livable communities by providing recreational areas for residents and visitors.

**FISCAL IMPACT:**

There are sufficient **Measure K** funds for this specific FY 2018-2019 **Measure K** request. These funds are budgeted in the Non-Departmental Services FY 2018-19 Approved Recommended Budget.

## RESOLUTION NO. 076266

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

\* \* \* \* \*

**RESOLUTION AUTHORIZING A ONE-TIME GRANT OF DISTRICT-SPECIFIC MEASURE K FUNDS, NOT TO EXCEED \$5,625, TO THE PRINCETON-BY-THE-SEA HOME IMPROVEMENT ASSOCIATION FOR PATCH AND REPAIR OF EXISTING PATHWAYS AND BASKETBALL COURT AT CLIPPER RIDGE PARK, AND AUTHORIZING THE COUNTY MANAGER, OR HIS DESIGNEE, TO PREPARE AND EXECUTE THE GRANT AGREEMENT**

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

**WHEREAS**, **Measure K** is the half-cent general sales tax initially approved by San Mateo County voters in November 2012, and extended in November 2016 for a total of thirty years; and

**WHEREAS**, the Board and County staff have conducted study sessions and community outreach efforts to inform priorities for **Measure K** spending; and

**WHEREAS**, on May 16, 2017 the Board of Supervisors approved the fiscal year (FY) 2017-19 **Measure K** allocation plan, which included district-specific funds in the amount of \$7 million in one-time loans or grants during FY 2017-19, divided equally among the supervisorial districts, for district-specific needs and projects; and

**WHEREAS**, this item is consistent with the criteria for district-specific **Measure K** funds, which were developed during the initial round of district-specific allocations and approved by the Board in April 2015; and

**WHEREAS**, Supervisorial District 3 has requested a one-time \$5,625 grant to the Princeton-by-the-Sea Home Improvement Association for patch and repair of existing pathways and basketball court at the Clipper Ridge Park; and

**WHEREAS**, it is the Board's intent for the County Manager, or his designee, to negotiate and execute an agreement in the amount of \$5,625 with Princeton-by-the-Sea Home Improvement Association and setting forth the terms of the grant in furtherance of the objectives set forth in the Project Summary section in this Board transmittal; and

**WHEREAS**, there are sufficient **Measure K** funds in the Non-Departmental Services FY 2018-19 Adopted Budget for this purpose;

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Board of Supervisors approves the grant to Princeton-by-the-Sea Home Improvement Association in the maximum amount of \$5,625, and authorizes the County Manager, or his designee to prepare and execute a grant agreement with Princeton-by-the-Sea Home Improvement Association in the maximum amount of \$5,625, for the purposes set forth above.

\* \* \* \* \*

RESOLUTION NUMBER: 076266

*Regularly passed and adopted this 13<sup>th</sup> day of November, 2018.*

*AYES and in favor of said resolution:*

*Supervisors:*

DAVE PINE

CAROLE GROOM

DON HORSLEY

WARREN SLOCUM

DAVID J. CANEPA

*NOES and against said resolution:*

*Supervisors:*

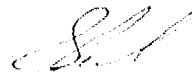
NONE



*President, Board of Supervisors  
County of San Mateo  
State of California*

***Certificate of Delivery***

*I certify that a copy of the original resolution filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.*



*Deputy Clerk of the Board of Supervisors*

**MEASURE K GRANT AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
PRINCETON BY THE SEA HOME IMPROVEMENT ASSOCIATION**

This Agreement is entered into this 20 day of Nov, 2018 by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and San Mateo County Blue Star Moms, hereinafter called "Grantee."

\* \* \*

WHEREAS, the Grantee has applied to the County seeking a grant for the purpose of funding the matters set forth in its Project described in Exhibit A (the "Grant");

WHEREAS, the County has approved the grant of certain funds to Grantee pursuant the terms set forth in this Agreement;

NOW, THEREFORE, it is agreed by the parties to this agreement as follows:

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Project Description  
Exhibit B—Reporting

**2. Grant**

County hereby grants to Grantee a sum not to exceed FIVE THOUSAND SIX HUNDRED TWENTY-FIVE (\$5,625) in consideration of and on the condition that the sum be expended for the sole purpose of carrying out the objectives of Grantee's Project as identified in Exhibit A, and in no event shall the County's total fiscal obligation under this Agreement exceed this amount. Grantee agrees to assume any obligation to secure and furnish any additional funds that may be necessary to carry out its Project.

Funds granted under this Agreement shall not be disbursed until execution of this Agreement by County and Grantee.

County shall disburse grant funds to Grantee upon receipt of invoices. Invoices should be accompanied by back up documentation (e.g., receipts for professional services rendered, salary and benefits back up, etc.) and submittal of any required summary reports outlined in Exhibits A or B. The County reserves the right to change the disbursement method during the term of this Agreement.

The disbursement schedule is as follows:

- **Payment 1-** Invoice for up to 100% of the grant (\$5,625), upon submission of receipts/invoices showing expenditures on all items funded by the grant, photographs, and use of Measure K logo as approved by the County.

**INVOICES:** Requests for grant disbursement should be (1) on the organization's official letterhead, (2) include date of invoice, amount requested, and Agreement number, and (3) submitted to the attention of:

Alicia Garcia, Management Analyst  
400 County Center, 1st Floor  
Redwood City, CA 94063  
Ph: (650) 363-4634  
Email: agarcia@smcgov.org

## Agreement No. Board Resolution #

### 3. Term & Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall begin on the date of execution by the Parties through September 30, 2019. This Agreement will not automatically renew, nor shall it create any reliance on the possibility of future grants.

County may terminate this Agreement based upon the unavailability of Federal, State, or County funds by providing written notice to Grantee within a reasonable time after County learns of said unavailability of funding. Grantee acknowledges that this Agreement may be subject to approval of the Board of Supervisors, and assumes all risk of possible non-appropriation and non-approval of funds.

County may suspend and/or terminate this Agreement if Grantee fails to comply with the terms of this Agreement and may, in its sole discretion, withhold or cancel pending and future disbursements of grant funds and/or require Grantee to return some or all funds disbursed under this Agreement.

### 4. Relationship of Parties

Notwithstanding any publicity or other references to the County required to be made in connection with the Project as set forth in Exhibit A, Grantee understands and agrees that the Project performed under this Agreement is not performed by Grantee as an independent contractor of the County or as an employee of County and that neither Grantee nor its employees acquire any of the rights, privileges, powers, or advantages of County contractors or County employees. Grantee acknowledges and agrees that it is not, and will not hold itself out as, an agent, partner, or co-venturer of the County, and that this Agreement is not intended and does not create an agency, partnership, joint venture between the Parties.

### 5. Project Administration

The Parties agree that the Project as described in Exhibit A shall not be altered without a written amendment to this Agreement, signed by both the County and the Grantee. Grantee shall provide written reports to the County's authorized representative in accordance with Exhibit B.

### 6. Hold Harmless

Grantee shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services performed of Grantee in furtherance of the Project under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Grantee or its employees/officers/agents/volunteers;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Grantee's failure to comply with any applicable federal, state, or local laws or regulations; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Grantee's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Grantee to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.



## Agreement No. Board Resolution #

### 7. Insurance

#### a. General Requirements

Prior to its receipt of any funds pursuant to this Grant Agreement, Grantee shall obtain all insurance required under this Section and such insurance shall be subject to the approval by County's Risk Management, and Grantee shall use diligence to obtain such insurance and to obtain such approval. Grantee shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Grantee's coverage to include the contractual liability assumed by Grantee pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

#### b. Workers' Compensation and Employer's Liability Insurance

Grantee shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Grantee certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing or continuing the performance of Project work for which it would receive grant funds.

#### c. Liability Insurance

Grantee shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Grantee and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Grantee's operations under this Agreement, whether such operations be by Grantee, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

☒ Comprehensive General Liability... \$1,000,000

(Applies to all agreements)

☐ Motor Vehicle Liability Insurance... \$1,000,000

(To be checked if motor vehicle used in performing services)

☐ Professional Liability..... \$1,000,000

(To be checked if Grantee is a licensed professional)

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend any further payment pursuant to this Agreement.

## Agreement No. Board Resolution #

### 8. Prevailing Wage

Per Labor Code Section 1720, this project is a public work for purposes of the California Labor Code. Grantee hereby agrees that all persons providing labor on the Project will be paid not less than prevailing rates of wages and that Grantee will ensure compliance with all provisions of the California Labor Code, ~~Article 2-Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq.~~ A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the County's Director of Public Works and available at [www.dir.ca.gov/DLSR](http://www.dir.ca.gov/DLSR) or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor on the Project to keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

Additionally, Grantee agrees the Project will meet the following requirements:

- No contractor or subcontractor may be listed on a bid proposal for the Project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract on the Project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.
- This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

### 9. Assignability and Subcontracting

Grantee shall not assign this Agreement or any portion of it to a third party. Except as set forth in Exhibit A, Grantee shall not subcontract with a third party to perform the Project. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and ~~immediately terminate this Agreement without penalty or advance notice and the County shall have the~~ right to a refund of all funds disbursed under this Agreement.

### 10. Compliance With Laws

All services to be performed by Grantee in connection with the Project shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including, but not limited to, any laws related to payment of prevailing wages pursuant to the California Labor Code. In connection with the Project, Grantee bears responsibility to obtain, at Grantee's expense, any license, permit, or approval required from any agency.

### 11. Merger Clause; Amendments

This Agreement, including Exhibits, constitutes the sole Agreement of the parties regarding the Grant, and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties concerning the Grant that are not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

### 12. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any

venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

### 13. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:	In the case of Grantee, to:
Invoices should be submitted to the attention of: Heather Ledesma, Principle Management Analyst County Manager's Office 400 County Center, 1st Floor Redwood City, CA 94063 (650) 363-4174 hledesma@smcgov.org	Lawrence Gray, Vice President Princeton-by-the-Sea Home Improvement Association PO Box 73 El Granada, CA 94018 (650) 245-4899 Larry.cathy@comcast.net

### 14. Electronic Signature

If both County and Grantee wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: ☒ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Grantee: ☐ If this box is checked by Grantee, Grantee consents to the use of electronic signatures in relation to this Agreement.


\* \* \*

Agreement No. Board Resolution #

\* \* \*

THIS AGREEMENT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO FUNDS WILL BE DISTRIBUTED UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY'S AUTHORIZED DESIGNEE.

For Grantee:

  
(signature)  
Authorized Representative  
Grantee

11-20-19  
Date


PRINCETON-BY-THE-SEA  
HOME IMPROVEMENT ASSOCIATION

Name of Grantee

LARRY GRAY

(please print name)  
Authorized Representative  
Grantee

For County:

  
(Signature)  
Authorized Designee  
County of San Mateo

3-6-2019  
Date

DEPUTY COUNTY MANAGER

Job Title (please print)

80125-6265

Budget Unit

BOSD3

Measure K JL Code

ILIANA RODRIGUEZ

(please print name)  
Authorized Designee  
County of San Mateo

## Agreement No. Board Resolution #

### Exhibit A

The County and Grantee agree that the grant funds shall only be used to further the goals of the following Project, described below and in the November 13, 2018 Board transmittal and Resolution, attached hereto:

- To provide funds for patch and repair of existing pathways and basketball court at Clipper Ridge Park located at the corner of Harbour Drive and Royal Palm Street in El Granada.
- The Clipper Ridge Park is approximately 1.5 acres and is accessible to the public. The park includes picnic tables, a playground, basketball half court and two dog run areas.
- The Princeton-by-the Sea Home Improvement Association is currently making repairs to the sprinkler system as well as addressing gopher abatement.
- The proposed grant funding will cover up to \$5,625 for the one-time costs listed below:

<b>Seal coat:</b> clean the entire designated pavement surface using power blowers as required. Area of work includes basketball court and asphalt pathways. Seal cracks under 3/4" with Duro-Flex hot applied crack filler as per manufacturer's specifications. Apply a two-coat application of Western Colloid #327 seal coat emulsion over entire surface.	\$4,275
<b>Striping:</b> lay out and stripe basketball court lines with white traffic paint.	\$1,350
<b>Total Cost</b>	<b>\$5,625</b>

## Agreement No. Board Resolution #

### Exhibit B

In accordance with the terms of this Grant Agreement, Grantee will provide, or cause to be provided the services for the Project detailed in Exhibit A and will report back to the County regarding various performance measures including, but not limited to, those noted below. Such reporting data shall be delivered to the County no later than September 30, 2019.

Performance Measures	Target
Percent of project completed by June 30, 2019, and within budget.	100%