

**STANDARD AGREEMENT**

Std.2 (Grant - Rev 01/18)

AGREEMENT NUMBER 19-060	AM. NO.
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. 94-6000513	

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020  
in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE Executive Officer	AGENCY State Coastal Conservancy	, hereafter called the Conservancy, and
GRANTEE'S NAME County of Humboldt		, hereafter called the Grantee.

The Grantee, for and in consideration of the covenants, conditions, agreements, and stipulations of the Conservancy hereinafter expressed, does hereby agree as follows:



**SCOPE OF AGREEMENT**

Pursuant to Chapter 9 of Division 21 of the California Public Resources Code, the State Coastal Conservancy ("the Conservancy") hereby grants to the County of Humboldt ("the grantee") a sum not to exceed \$6,672 (six thousand six hundred seventy-two dollars), subject to this agreement. The grantee shall use these funds to acquire specialized beach wheelchairs for the purpose of providing public access for visitors with disabilities to beach and trail areas at Clam Beach County Park.

(Continued on the following pages)

The provisions on the following pages constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.


<b>STATE OF CALIFORNIA</b>		<b>GRANTEE</b>	
AGENCY State Coastal Conservancy		GRANTEE (If other than an individual, state whether a corporation, partnership, etc.) County of Humboldt	
BY (Authorized Signature) 		BY (Authorized Signature) 	
PRINTED NAME AND TITLE OF PERSON SIGNING Samuel Schuchat, Executive Officer		PRINTED NAME AND TITLE OF PERSON SIGNING Amy Nilsen, County Administrative Officer	
ADDRESS & PHONE NUMBER 1515 Clay Street, 10 <sup>th</sup> Floor Oakland, CA 94612 Phone: (510) 286-1015		ADDRESS & PHONE NUMBER 825 5 <sup>th</sup> Street, Room 112 Eureka, CA 95501 Phone: (707) 445-7266	

AMOUNT ENCUMBERED BY THIS DOCUMENT \$6,672.00	PROGRAM/CATEGORY (CODE AND TITLE) Local Assistance	FUND TITLE/PROP NO. Safe Neighborhood Parks, Clean Water, Clean Air, ... (Prop 12)		
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$-0-	FUND ITEM 3760-101-000500008(A)(B3692)	CHAPTER 14	STATUTE 2017	FISCAL YEAR 17/18
TOTAL AMOUNT ENCUMBERED TO DATE \$6,672.00	PROJECT NAME Beach Wheelchair Grant Program			

I certify that this agreement is exempt from Department of General Services' approval.

Erlinda Corpuz  
Procurement and  
Contracts Manager

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER 	DATE
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GRANTEE     ACCOUNTING     PROJECT MANAGER     CONTROLLER     STATE AGENCY

### **CONDITIONS PRECEDENT TO DISBURSEMENT**

The grantee shall not acquire the beach wheelchairs and the Conservancy shall not be obligated to disburse any funds under this agreement until the following conditions precedent have been met:

1. The board of supervisors of the grantee has adopted a resolution designating positions whose incumbents are authorized to negotiate and execute this agreement and amendments to it on behalf of the grantee.
2. The Executive Officer of the Conservancy ("the Executive Officer") has reviewed and approved in writing:
  - a. A work program that provides details of the proposed purchase (type of wheelchairs, procurement process, manufacturer, supplier, cost, timeline, etc.).
  - b. A plan for the installation of signs as provided in the "SIGNS" section, below.

### **COSTS AND DISBURSEMENTS**

When the Conservancy determines that all "CONDITIONS PRECEDENT TO ACQUISITION AND DISBURSEMENT" have been fully met, the Conservancy shall disburse funds, not to exceed the amount of this grant up to the purchase price of the beach wheelchairs when documented by appropriate receipts.

The grantee shall request disbursement for the acquisition by submitting a "Request for Disbursement" form to the Conservancy no later than 30 days after the "completion date" The Request for Disbursement shall be signed by an authorized representative of the grantee. Failure to submit a Request for Disbursement will relieve the Conservancy of its obligation to disburse funds.

### **TERM OF AGREEMENT**

This agreement shall take effect when signed by both parties and received in the offices of the Conservancy together with the resolution described in the "CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT" section of this agreement. An authorized representative of the grantee shall sign the first page of the originals of this agreement in ink.

This agreement shall run from its effective date through March 31, 2026, ("the termination date"). However, the grantee shall complete acquisition of the beach wheelchairs and storage no later than December 31, 2021 ("the completion date").

The grantee shall document project completion by submitting photos to the Conservancy showing the placement of the wheelchairs, accompanied by a letter stating the date the public's access to the wheelchairs began.

Prior to the completion date, either party may terminate this agreement for any reason by providing the other party with seven days notice in writing. If the Conservancy terminates prior to the completion date, the grantee shall take all reasonable measures to prevent further costs to the Conservancy. The Conservancy shall be responsible for any reasonable and non-cancelable obligations incurred by the grantee in the performance of this agreement prior to the date of the notice to terminate, but only up to the unpaid balance of funding authorized in this agreement.

### **AUTHORIZATION**

The signature of the Executive Officer on the first page of this agreement certifies that at its August 22, 2019 meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit A. This agreement is executed under that authorization.

### **TRANSFER OF BEACH WHEELCHAIR OWNERSHIP**

The grantee shall not transfer beach wheelchairs' ownership without the written approval of the Conservancy.

If the existence of the grantee ceases for any reason during the term of this agreement the ownership of the wheelchairs shall automatically vest in the Conservancy. However, the Conservancy, through the Executive Officer of the Conservancy may designate another public agency or a nonprofit organization to accept the beach wheelchairs in which case vesting shall be in that agency or organization rather than in the State.

### **SIGNS**

The grantee shall install and maintain one or more signs visible to the public indicating beach wheelchairs availability, acknowledging Conservancy assistance, and displaying the Conservancy's logo. The signs shall also acknowledge funding from the Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Act of 2000 (Proposition 12), as required by the California Natural Resources Agency's "Sign Guidelines," attached as Exhibit B. The Conservancy shall provide to the grantee specifications for the signs. The grantee may incorporate the required information into other signs as approved by the Executive Officer. In special circumstances, where the placement of signs or the general specifications are inappropriate, the Executive Officer may approve alternative, more appropriate methods for acknowledging the sources of funding. The grantee shall submit a plan describing the number,

design, placement and wording of the signs, or the specifications of a proposed, alternative method, and a deadline for installation of the sign. The grantee shall install the sign consistent with the approved plan.

### **USE, MANAGEMENT, OPERATION AND MAINTENANCE**

The grantee shall use, manage, operate and maintain the beach wheelchairs, in a manner consistent with the purpose of this grant agreement. The grantee assumes all management, operation and maintenance costs associated with the beach wheelchairs including the cost of ordinary repairs and replacements of a recurring nature. The Conservancy shall not be liable for any costs of management, operation or maintenance. The grantee may be excused from its obligations for management, operation and maintenance only upon the written approval of the Executive Officer of the Conservancy or its successor.

### **INSPECTION**

Throughout the term of this agreement, the Conservancy shall have the right to inspect the beach wheelchairs to ascertain compliance with this agreement.

### **AUDITS/ACCOUNTING/RECORDS**

The grantee shall maintain financial accounts, documents, and records (collectively, "records") relating to this agreement, in accordance with the guidelines of "Generally Accepted Accounting Principles" ("GAAP") published by the American Institute of Certified Public Accountants. The records shall include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, and disbursement of all funds related to the acquisition, use, management, operation and maintenance of the beach wheelchairs. The grantee shall maintain adequate supporting records in a manner that permits tracing of transactions from the request for disbursement forms to the accounting records and to the supporting documentation.

Additionally, the Conservancy or its agents may review, obtain, and copy all records relating to performance of the agreement. The grantee shall provide the Conservancy or its agents with any relevant information requested and shall permit the Conservancy or its agents access to the grantee's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations.

The grantee shall retain the records related to the acquisition of the beach wheelchairs for three years following the date of final disbursement for the acquisition by the Conservancy. All other

records shall be retained by the grantee for three years following the later of final payment and the final year to which the records pertain. The records shall be subject to examination and audit by the Conservancy and the Bureau of State Audits during the retention periods. If the grantee retains any contractors to accomplish any of the work of this agreement, the grantee shall first enter into an agreement with each contractor requiring the contractor to meet the terms of this section and to make the terms applicable to all subcontractors. The Conservancy may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this agreement.

### **INDEMNIFICATION AND HOLD HARMLESS**

The grantee shall be responsible for, indemnify and hold harmless the Conservancy, its officers, agents, and employees from any and all liabilities, claims, demands, damages, or costs, including, without limitation, litigation costs and attorneys fees, resulting from or arising out of the willful or negligent acts or omissions of the grantee, its officers, agents, contractors, subcontractors, and employees, or in any way connected with or incident to this agreement, except for the active negligence of the Conservancy, its officers, agents, or employees. The duty of the grantee to indemnify and hold harmless includes the duty to defend as provided in Civil Code section 2778. This agreement supersedes any right the grantee may have as a public entity to indemnity and contribution as provided in Gov. Code Sections 895 et seq.

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 in any member of it rights as a third-party beneficiary under this agreement.

The obligations in this "INDEMNIFICATION AND HOLD HARMLESS" section shall survive termination of this agreement.

### **NONDISCRIMINATION**

During the performance of this agreement, the grantee and its contractors shall not deny the agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The grantee

shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. The grantee and contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the Conservancy to implement such article. The grantee shall permit access by representatives of the Department of Fair Employment and Housing and the Conservancy upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the Conservancy shall require to ascertain compliance with this clause. The grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

The grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under this agreement.

### **DRUG-FREE WORKPLACE**

The grantee's signature on this agreement constitutes the certification required by Government Code Section 8355, which requires that all state grantees provide a drug-free workplace by doing all of the following:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions that will be taken against employees for violations of the prohibition.
- (2) Establishing a drug-free awareness program 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 drug counseling, rehabilitation, and employee assistance programs.
  - d. The penalties that may be imposed upon employees for drug abuse violations.
- (3) Requiring that each employee engaged in the performance of the grant be given a copy of the drug-free workplace statement and that, as a condition of employment on the grant, the employee agrees to abide by the terms of the statement.

**ASSIGNMENT**

Without the written consent of the Executive Officer, the grantee may not assign this agreement in whole or in part.

**EXECUTIVE OFFICER'S DESIGNEE**

The Executive Officer shall designate a Conservancy project manager who shall have authority to act on behalf of the Executive Officer with respect to this agreement. The Executive Officer shall notify the grantee of the designation in writing.

**AMENDMENT**

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

**LOCUS**

This agreement is deemed to be entered into in the County of Alameda.

Exhibit A

COASTAL CONSERVANCY

Staff Recommendation  
August 22, 2019

**BEACH WHEELCHAIR GRANT PROGRAM**

Project No. 19-017-01  
Project Manager: Amy Hutzal

**RECOMMENDED ACTION:** Authorization to disburse up to \$112,154 to eleven nonprofit organizations and public agencies to acquire beach wheelchairs and associated storage at various sites on the California coast and in San Francisco Bay to facilitate access for persons with disabilities.

**LOCATION:** Clam Beach County Park in Humboldt County, Schoonmaker Beach in Marin County; Natural Bridges State Beach, Manresa State Beach, Twin Lakes State Beach, Seabright State Beach, and Palm Beach in Santa Cruz County; the Esplanade at Rio Del Mar in Santa Cruz County; Morro Bay and Avila Beach in San Luis Obispo County; East Beach in Santa Barbara County; Santa Monica State Beach and Santa Monica Pier in Los Angeles County; Crystal Cove State Park in Orange County; Main Beach in the City of Laguna Beach in Orange County; City of Oceanside Beaches in San Diego County; and Mission Beach, Pacific Beach, and Ocean Beach in San Diego County.

**PROGRAM CATEGORY:** Public Accessways

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EXHIBITS

- Exhibit 1: Project Location Maps  
Exhibit 2: Beach Wheelchair Grant Application  
Exhibit 3: Project Photos
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**RESOLUTION AND FINDINGS:**

Staff recommends that the State Coastal Conservancy adopt the following resolution pursuant to Sections 31400 *et seq.* of the Public Resources Code:

"The State Coastal Conservancy hereby authorizes the disbursement of an amount not to exceed one hundred twelve thousand one hundred fifty four dollars (\$112,154) to the following



Exhibit A

public entities and nonprofit organizations ("the grantees") to acquire beach wheelchairs and associated storage:

- Six thousand six hundred seventy two dollar (\$6,672) to County of Humboldt to acquire beach wheelchairs for public use at Clam Beach County Park;
- Six thousand dollars (\$6,000) to Environmental Traveling Companions to acquire a beach wheelchair and beach walker for public use at Schoonmaker Beach in Marin County;
- Thirteen thousand seven hundred sixty two dollars (\$13,762) to Friends of Santa Cruz State Parks to acquire beach wheelchairs for public use at Natural Bridges State Beach, Manresa State Beach, Twin Lakes State Beach, Seabright State Beach, and Palm Beach in Santa Cruz County;
- Eleven thousand dollars (\$11,000) to County of Santa Cruz to acquire a beach wheelchair and storage unit for public use at Rio Del Mar State Beach in Santa Cruz County;
- Ten thousand dollars (\$10,000) to Jack's Helping Hand to acquire beach wheelchairs for public use at Morro Bay and/or Avila Beach in San Luis Obispo County;
- Fourteen thousand five hundred dollars (\$14,500) to City of Santa Barbara to acquire beach wheelchairs for public use at East Beach in Santa Barbara County;
- Fourteen thousand dollars (\$14,000) to Heal the Bay to acquire beach wheelchairs for public use at Santa Monica State Beach and the Santa Monica Pier, and for student use at the Heal the Bay Aquarium programs in Los Angeles County;
- Six thousand dollars (\$6,000) to Crystal Cove Conservancy to acquire beach wheelchairs for public use at the Crystal Cove State Park's Historic District Beach and El Moro Beach in Orange County;
- Five thousand five hundred dollars (\$5,500) to City of Laguna Beach to acquire beach wheelchairs for public use at Main Beach in Orange County;
- Eleven thousand one hundred dollars (\$11,100) to City of Oceanside to acquire beach wheelchairs for public use at Oceanside Pier and Oceanside Harbor Beach in San Diego County; and
- Thirteen thousand six hundred twenty dollars (\$13,620) to City of San Diego to acquire beach wheelchairs for public use at Mission Beach, Pacific Beach, and Ocean Beach in San Diego County."

Prior to commencement of each project, each grantee shall each submit for the review and written approval of the Executive Officer of the Conservancy (Executive Officer) the following:

1. A work program, including a plan for acknowledgement of Conservancy funding, a plan for maintaining the beach wheelchairs, and a budget.

## Exhibit A

2. Evidence of any written agreements required to enable the grantee to provide and maintain the beach wheelchairs and associated storage at each applicable beach location, and to conduct any related outreach.

Staff further recommends that the Conservancy adopt the following findings:

"Based on the accompanying staff report and attached exhibits, the State Coastal Conservancy hereby finds that:

1. The proposed authorization is consistent with Chapter 9 of Division 21 of the Public Resources Code, regarding System of Public Accessways.
  2. The proposed project is consistent with the current Conservancy Project Selection Criteria and Guidelines.
  3. Friends of Santa Cruz State Parks, Heal the Bay, Crystal Cove Conservancy, Jack's Helping Hand, and Environmental Traveling Companions are nonprofit organizations organized under section 501(c)(3) of the U.S. Internal Revenue Code, and whose purposes are consistent with Division 21 of the Public Resources Code."
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### **PROJECT SUMMARY:**

The proposed authorization is to provide up to \$112,154 to eleven nonprofit organizations and public agencies to acquire beach wheelchairs and associated storage at various sites on the California coast and in San Francisco Bay, in order to facilitate public access to the coast for persons with disabilities. The Conservancy widely distributed a solicitation for beach wheelchair projects in January 2019, in conjunction with the Explore the Coast solicitation (Exhibit 2). By the April 8, 2019 deadline, the Conservancy received 18 proposals totaling \$211,002 in requested funding. Of the 18 proposals, eleven are recommended for funding under this grant round. Projects were prioritized based on the following criteria:

- The extent to which the project serves and increases recreational opportunities for persons with disabilities, seniors, and others who may have physical challenges accessing California beaches;
- The extent to which the project location needs new or additional or replacement beach wheelchairs and/or storage;
- The extent to which the beach wheelchairs will be easily accessible by users.
- Project description is clear and concise and budget is reasonable.

Staff recommends funding the following eleven projects, which are listed geographically from northern to southern California.

## Exhibit A

### North Coast

Staff recommends providing up to \$6,672 to the **County of Humboldt** to acquire two manual beach wheelchairs for public use at **Clam Beach County Park** and conduct outreach and advertising about their availability. Clam Beach County Park is home to just under one mile of county-owned sandy beach slopes and provides an access point to numerous miles of state-owned beach and wave slopes. Clam Beach County Park receives an average of 500 vehicles visiting daily at its north and south parking lots. The park currently has no beach wheelchairs. A newly constructed, fully accessible restroom facility will allow for adequate storage space for the beach wheelchairs at Clam Beach County Park. Reservations for the beach wheelchairs will be made by calling the Humboldt County Parks Department at least one day in advance.

### San Francisco Bay

Staff recommends providing up to \$6,000 to **Environmental Traveling Companions (ETC)** to acquire one amphibious beach wheelchair and a foldable walker with an all-terrain walker conversion kit, for use by both the general public at **Schoonmaker Beach**, and by ETC's kayak program participants. Schoonmaker's beautiful publicly accessible beach in Sausalito is a launch point for all kinds of paddle craft and offers relatively calm waters and an excellent access point for exploring the Bay. When not in use, the beach wheelchair and walker will be stored at Schoonmaker Point Marina in a secure container. The availability of the beach wheelchair and all-terrain walker will be publicized to participants in ETC's programs and to members of the general public. The equipment will be available to the public by a request to ETC staff or the Harbor Master and staff of Schoonmaker Point Marina.

### Central Coast

Staff recommends providing up to \$13,762 to **Friends of Santa Cruz State Parks** to acquire five manual beach wheelchairs for **Natural Bridges State Beach, Manresa State Beach, Twin Lakes State Beach, Seabright State Beach, and Palm Beach** and conduct outreach and marketing about their availability. California Department of Parks and Recreation estimate that over one million people visit the five coastal beaches listed above plus Rio Del Mar State beach (see next project) each year. At Natural Bridges State Beach, on-site storage facilities are available at the visitor center. At Manresa, Twin Lakes, Seabright and Palm State Beaches, the beach wheelchairs will be stored at the regional office when not in use and under the control of on-site lifeguards for day use. Each beach will have signage directing potential users to the site of the chair and check-out systems for general public use.

Staff recommends providing up to \$11,000 to the **County of Santa Cruz Department of Parks, Open Space, and Cultural Services** to acquire one motorized beach wheelchair/all-terrain scooter, a back-up battery, and one secured storage unit for the **County's Esplanade property at Rio Del Mar State Beach**. The property is located within a commercial area adjacent to a County parking lot that serves Rio Del Mar State beach, the promenade along Seacliff State Beach, and adjacent beaches in Aptos. The process to check out or reserve the wheelchair will be detailed on the County Parks website or disseminated by phone, email, or in person by

## Exhibit A

County Parks staff. Reservations may be made in advance through the Parks office or checked out on a first-come, first-served basis.

Staff recommends providing up to \$10,000 to **Jack's Helping Hand** to help acquire two manual beach wheelchairs and one power beach wheelchair for use at **Morro Bay and/or Avila Beach**. San Luis Obispo County receives over 1 million visitors per year to the County and its beaches. The three current beach wheelchairs at Morro Bay and Avila Beach are manual, adult-sized, and cannot be self-propelled. Jack's Helping Hand will provide chairs that are equipped with hip guides, trunk supports, headrests, and chest supports, which will allow children and adults with all levels of paralysis to have safe and functional mobility on the beach. The manual chairs are low to the ground, so the user can touch the sand, water, or pick up seashells. They can be self-propelled and allow a wheelchair user the independence of enjoying a beach on their own if they wish. A padded seat insert will also be available for children who have poor postural control and need more support. The custom-made power wheelchair will be able to accommodate children and adults who need postural support and give independent mobility to those who can use a joystick. For ease of reservation, there will be both an online reservation system as well as a call-based system. Checkout will run in association with the Harbor Master and Jack's Helping Hand, which will organize both an online reservation system as well as a call-based system for ease of reservation.

Staff recommends providing up to \$14,500 to the **City of Santa Barbara Parks and Recreation Department** to acquire one manual beach wheelchair and one electric all terrain beach wheelchair for **East Beach**. The City owns and manages three beaches (East Beach, West Beach, and Leadbetter) that extend over two miles and cover 31 acres of property. Beaches are one of the top attractions in the City and serve millions of visitors and residents annually. East Beach is extremely active and popular with visitors and residents, with a newly renovated public community facility, the Cabrillo Pavilion, as well as beach volleyball courts, children's playground, renovated restrooms, beach showers, rental facilities, picnic area, restaurant, and 125-foot long boardwalk. East Beach currently has two manual beach wheelchairs in disrepair and in need of replacement. The replacement chairs will be of higher quality and construction, making them easier to use for patrons. The electric wheelchair will provide people the opportunity to explore further along the coastline and utilize a beach wheelchair without the need of a companion. The beach wheelchairs will be securely stored inside the Cabrillo Pavilion when not in use. The availability of the beach wheelchairs will be advertised on the City's website, social media, included in printed material, as well as on signage at the Cabrillo Pavilion and East Beach. People can either request a beach wheelchair in person at the Cabrillo Pavilion or call the Aquatics office to reserve a beach wheelchair for a future date.

### **South Coast**

Staff recommends providing up to \$14,000 to **Heal the Bay** to acquire three to four manual beach wheelchairs for visitors to **Santa Monica State Beach, the Santa Monica Pier**, and to students participating in the field trip programs at **Heal the Bay's Aquarium** underneath the Pier, acquire a storage shed for the beach wheelchairs, and conduct marketing and outreach.

## Exhibit A

The Santa Monica Pier and adjacent beaches attract approximately seven to nine million visitors annually, and 25,000 Los Angeles County students visit the Aquarium every year. There are currently no beach wheelchairs housed at the Santa Monica Pier for the general public. The closest location is Perry's Café and Beach Rentals, ½ mile south of the Pier. By purchasing its own chairs, Heal the Bay will be able to streamline access to Santa Monica State Beach and increase participation and inclusion in the Aquarium's hands-on beach exploration and stewardship program. Heal the Bay will promote the availability of the newly purchased beach wheelchairs to the general public through social media, during events, and through its relationships with a variety of local businesses, disability advocates, schools, and community organizations. Heal the Bay will work with Blazing Saddles Beach Rentals and Tours (which is operated by Perry's Cafe and Beach Rentals and located on the Santa Monica Pier) to ensure a streamlined, no-cost reservation and rental process for Aquarium visitors and the general public.

Staff recommends providing up to \$6,000 to **Crystal Cove Conservancy** to acquire two manual beach wheelchairs for visitors to **Crystal Cove State Park's Historic District Beach and El Moro Beach**, as well as beach wheelchair parts and signage. Crystal Cove State Park receives nearly two million visitors annually. The beaches are popular because they are flat and easily accessible from the road. Crystal Cove Conservancy currently has five operating wheelchairs, which are starting to show extreme wear through years of use. The existing beach wheelchairs are in high demand and are used by an estimated 3,000 guests each year. Crystal Cove Conservancy will acquire two new wheelchairs to replace older wheelchairs that are starting to fail, as well as replacement parts, including arms, wheels, and screws, to help maintain existing wheelchairs, and increased signage to instruct visitors on proper wheelchair usage. Crystal Cove Conservancy advertises the availability of beach wheelchairs on signs, social media, newsletters, websites, and to partner organizations that serve older adults or people with disabilities. The beach wheelchairs are stored right next to El Moro beach entrance and the Historic District beach entrance, both within feet of the road where visitors with disabilities can be dropped off. The wheelchairs located at the Historic District are available on a first-come first-served basis, and do not require any reservation. The wheelchair available at the tunnel entrance to El Moro beach is monitored by California State Park staff, who unlock it and make it available to guests upon request.

Staff recommends providing up to \$5,500 to the **City of Laguna Beach Department of Marine Safety** to acquire two manual beach wheelchairs for Main Beach. The City of Laguna Beach receives approximately six-million beach visitors per year. The City of Laguna Beach currently owns two beach wheelchairs; the City would use the funds to replace the wheelchairs. The wheelchairs will be stored inside the Lifeguard Headquarters, located on Main Beach and adjacent to access ramps to the sand. Wheelchairs will be available to the public during Marine Safety operational hours. The wheelchairs will be provided to the public at no charge on a first come, first served basis. The program will be advertised on the City of Laguna Beach's website and via social media.

## Exhibit A

Staff recommends providing up to \$11,100 to the **City of Oceanside Fire Department Lifeguard Division** to acquire four manual beach wheelchairs to be located at **the base of the Oceanside Pier and at Oceanside Harbor Beach**, and to acquire a storage shed. The City of Oceanside beaches see an average of five million visitors annually. The City of Oceanside currently provides beach wheelchairs, but the chairs are in need of replacement. Availability of the chairs is advertised by staff and word of mouth, through Lifeguard Division Public Outreach/Education programs, the City of Oceanside's website, and several regional accessibility websites. The chairs are stored at Lifeguard Headquarters (directly under the base of the Pier) and at Oceanside Jr. Lifeguard Facility (at the center of Oceanside's Harbor Beach). The chairs are made available to the public by the City of Oceanside's Lifeguard Division who is on-duty 365 days per year. The chairs are made available on a first-come first-served basis.

Staff recommends providing up to \$13,620 to the **City of San Diego** to acquire two power beach wheelchairs for **Mission Beach**, one manual beach wheelchair for **Pacific Beach**, and one manual beach wheelchair for **Ocean Beach**. The City of San Diego had 35.8 million visitors in 2017, with 85% of the visitors traveling to San Diego for leisure. Approximately 500 riders per year use the City of San Diego's power beach wheelchair program at Mission Beach. Due to high use, the salty air, and saltwater, existing beach wheelchairs need to be replaced. In total, Mission Beach should have three power beach chairs to meet the needs of the community. The City of San Diego has recently replaced one power beach wheelchair. There are two non-working power beach wheelchairs at Mission Beach that need to be replaced. Pacific Beach and Ocean Beach each have a manual beach wheelchair that needs to be replaced. The City of San Diego advertises availability of the beach wheelchairs on several websites, including Get Outside San Diego, through social media and newsletters, through on-site staff, and through the City of San Diego's Therapeutic Recreation Services events, camps, and classes. Beach wheelchairs are located at lifeguard stations and are readily available for year-round use or reservations can be made by phone or email.

**Site Description:** All the projects are along the coast of California or the San Francisco Bay shoreline. See Exhibit 1 Project Location Maps.

**Project History:** The Conservancy has provided funding to local governments and nonprofit organizations to acquire beach wheelchairs in the past, with grants to the City of Imperial Beach, Crystal Cove Conservancy, Redwood National and State Parks, and Trinidad Coastal Land Trust. There are approximately 100 locations on the California coast with beach wheelchairs available for use by members of the public for no cost. The Conservancy hosted Flor Lorenzo, a CORO Fellow, in November of 2018 and worked with her to conduct research on beach wheelchairs, including types, cost, maintenance needs, longevity, storage needs, marketing, and usage. Ms. Lorenzo contacted approximately ten local governments and nonprofit organizations and interviewed them about the need for funding for beach wheelchairs. She presented her findings to the Conservancy board in December of 2018. The Conservancy widely distributed a solicitation for beach wheelchair projects in January 2019 (Exhibit 2). By the April 8, 2019 deadline, the Conservancy received 18 proposals totaling \$211,002 in requested

Exhibit A

funding. Of the 18 proposals, eleven are recommended for funding under this grant round. Staff evaluations of the proposals was based on the stated criteria in the request for proposals.

**PROJECT FINANCING**

**Coastal Conservancy**

**\$112,154**

It is anticipated that the funding for the County of Humboldt, Environmental Travel Companions, Heal the Bay, Crystal Cove Conservancy, the City of Laguna Beach, Jack's Helping Hand and the City of Santa Barbara projects will come from an appropriation to the Conservancy from the Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000, codified at Public Resources Code (PRC) Sections 5096.300 *et seq.* ("Proposition 12"). Under Section 5096.352, Proposition 12 funds may be used pursuant to Division 21 of the PRC for the development of public use facilities, as is proposed here. These projects are consistent with the purposes of Chapter 9 of Division 21 of the PRC since the projects will increase public access to the state's coastline, as further discussed below in the "Consistency with Conservancy's Enabling Legislation" section.

The funds for the Jack's Helping Hand and the City of Santa Barbara projects will come specifically from a Proposition 12 appropriation for projects in Santa Cruz, Monterey, San Luis Obispo, or Santa Barbara Counties (Section 5096.352(c)(3)). Beach wheelchairs are public use facilities that promote public access to the coast, and the Jack's Helping Hand and City of Santa Barbara projects take place in San Luis Obispo County and Santa Barbara County.

It is anticipated that the funding for Friends of Santa Cruz State Parks, County of Santa Cruz, City of San Diego, and the City of Oceanside projects will come from an appropriation of the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, codified at PRC Sections 75001 *et seq.* ("Proposition 84"). Consistent with Section 75060, these proposed projects will promote access to and enjoyment of the state's coastal resources.

For the Friends of Santa Cruz State Parks and County of Santa Cruz projects, Section 75060(e) allocates funds to the Conservancy for the protection of Monterey Bay and its watersheds. "Protection," as defined in Section 75005(m), includes "actions necessary to allow the continued use and enjoyment of property or natural resources." Consistent with these provisions, these proposed projects will promote access to and enjoyment of Santa Cruz beaches, which are within the Monterey Bay watershed.

For the City of San Diego and the City of Oceanside projects, Section 75060(f) allocates funds "for the protection of San Diego Bay and adjacent watersheds". "San Diego Bay and adjacent watersheds" includes all coastal and bay watersheds within San Diego County (Section 75072.6). "Protection," as defined in Section 75005(m), includes "actions necessary to allow the continued use and enjoyment of property or natural resources." Providing beach wheelchair

## Exhibit A

equipment at these San Diego beaches would allow members of the public to access the coast who may otherwise not have the opportunity to.

Matching funds were not required in the request for proposals, however, Jack's Helping Hands, Crystal Cove Conservancy, City of San Diego, County of Santa Cruz, and County of Humboldt indicated they would bring a total of \$66,758 in matching funds and/or in-kind services to the projects. In addition, each of the grantees will be providing maintenance, reservations, storage, and/or marketing services as in-kind contributions.

### **CONSISTENCY WITH CONSERVANCY'S ENABLING LEGISLATION:**

The eleven projects will be undertaken pursuant to Chapter 9 of Division 21 of the PRC, Sections 31400 *et seq*, regarding public access to and enjoyment of coastal resources. PRC Section 31400 states that it is the Legislature's intent that the Conservancy play a principal role in the implementation of a system of public accessways to and along the state's coastline, including San Francisco Bay. Through the proposed action, the Conservancy will play a primary role in increasing public access to the state's coastline by funding beach wheelchairs at multiple sites along the California coast and San Francisco Bay shoreline, increasing public access and enjoyment of coastal resources. Section 31400.3 provides that the Conservancy may provide assistance as required to aid public agencies and nonprofit organizations in establishing a system of public coastal accessways, and related functions necessary to meet the objectives of Chapter 9 of Division 21 of the PRC. The availability and accessibility of beach wheelchair equipment at coastal beaches is a related and necessary function to fulfilling the objectives of Chapter 9, which are to "effectively guarantee" the right of the public to access and enjoy coastal resources. Without beach wheelchair equipment, large segments of the California public would be unable to access and enjoy the coast.

### **CONSISTENCY WITH CONSERVANCY'S ACCESS PROGRAM STANDARDS:**

The eleven projects are consistent with **Standard No. 13, Barrier-Free Access**, of the Conservancy's Access Program Standards, which states that accessways that accommodate or plan to accommodate those with mobility problems are the highest priority for State funding.

### **CONSISTENCY WITH CONSERVANCY'S 2018-2022 STRATEGIC PLAN GOAL(S) & OBJECTIVE(S):**

Consistent with **Goal 2, Objective A** of the Conservancy's 2018-2022 Strategic Plan, ten of the proposed projects expand or enhance opportunities for access for people with disabilities to and along the coast and coastal trails.



## Exhibit A

Consistent with **Goal 13, Objective L** of the Conservancy's 2018-2022 Strategic Plan, one of the proposed projects expands opportunities for access for people with disabilities in the San Francisco Bay Area.

### **CONSISTENCY WITH CONSERVANCY'S PROJECT SELECTION CRITERIA & GUIDELINES:**

The proposed project is consistent with the Conservancy's Project Selection Criteria and Guidelines, last updated on October 2, 2014, in the following respects:

#### **Required Criteria**

1. **Promotion of the Conservancy's statutory programs and purposes:** See the "Consistency with Conservancy's Enabling Legislation" section above.
2. **Consistency with purposes of the funding source:** See the "Project Financing" section above.
3. **Promotion and implementation of state plans and policies:** The provision of beach wheelchairs for people with disabilities supports the Conservancy, the Coastal Commission, and the Department of Parks and Recreation in efforts to increase accessibility of the California coast for people with disabilities. Section 30210 of the California Coastal Act states: "...maximum access, which shall be conspicuously posted, and recreational opportunities shall be provided for all the people...".
4. **Support of the public:** Based on the research conducted in late 2018, the current usage of beach wheelchairs on the California coast, and the number of proposals received for this grant program, there is support for providing funds for beach wheelchairs.
5. **Location:** The proposed projects are located within the coastal zone of Humboldt County, Santa Cruz County, San Luis Obispo County, Santa Barbara County, Los Angeles County, Orange County, and San Diego County, and in the City of Sausalito in the County of Marin, which is within the nine-county San Francisco Bay Area.
6. **Need:** Without Conservancy funds, new or replacement beach wheelchairs likely would not be acquired at this time.
7. **Greater-than-local interest:** California's beaches are visited by tens of millions of visitors and residents each year. Access onto the sandy beaches and to the ocean's edge is difficult for people with disabilities. This grant program will serve thousands of residents and visitors seeking access to the coast.
8. **Sea level rise vulnerability:** The beach wheelchairs and storage sheds are temporary and easily movable.

**Additional Criteria**

9. **Leverage:** See the "Project Financing" section above.
10. **Innovation:** The grantees will be acquiring a variety of types and models of manual and power beach wheelchairs, which will provide the Conservancy with more information about the pros and cons of various mobility devices. One grantee is acquiring an amphibious beach wheelchair and a walker conversion kit, demonstrating some of the innovation that has occurred in the mobility device industry.
11. **Readiness:** The grantees have all indicated that they are ready to acquire the beach wheelchairs as soon as funding is available.
12. **Cooperation:** Several of the projects demonstrate cooperation between nonprofits and public land management agencies, while others demonstrate cooperation between various local government departments, in order to best serve residents and visitors with disabilities.

**CEQA COMPLIANCE:**

The projects, which include the acquisition of manual and power beach wheelchairs and walkers, and repair of all-terrain walkers, are categorically exempt from review under the California Environmental Quality Act (CEQA) Guidelines, 14 Cal. Code of Regulations (CEQA Guidelines) Section 15301, which exempts the operation and minor alteration of existing structures, facilities and mechanical equipment involving negligible or no expansion of existing or former use. All projects will take place at existing beach facilities that currently accommodate many users. The new and repaired wheelchairs and walkers will facilitate safe access by certain beach users as part of the operation of those beaches, and will not expand current use of these beach facilities.

The projects are also categorically exempt from review under CEQA pursuant to CEQA Guidelines Section 15303, which exempts the installation of new small structures and installation of small new equipment and facilities in small structures. One of the projects, City of Oceanside's project, includes installation of a storage shed, which qualifies as a small structure under this exemption. The other projects involve storing new wheelchairs and walkers in existing small storage facilities.

Finally, the projects are exempt from review under CEQA pursuant to CEQA Guidelines Section 15311, as accessory structures that are temporary use items in generally the same locations from time to time in publicly-owned parks and other facilities designed for public use.

Upon Conservancy approval, staff will file a Notice of Exemption.

SIGN GUIDELINES

**Authority:**

All Projects funded by the "The Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Act of 2000" (2000 Bond Act) must include a posted sign acknowledging the source of the funds following guidelines developed by the California Natural Resources Agency.

**Purpose:**

Installation of signs at all project sites is required to acknowledge the public's support of the 2000 Parks Bond Act and promote the benefits provided by Bond fund assistance.

**Types of Signs:**

**Signs Posted upon Completion (required for all projects):**

All Grantees are required to post a sign at the project site. The sign must be available for the final inspection of the project. All signs must include the universal logo (see information on the logo below)

**There is no minimum or maximum size for the sign (other than the minimum size for the logo) as long as the sign contains the required wording (see language below).**

**Language for Sign:**

All signs will contain the minimum language below:

The name of the director of the local agency or other governing body also may be added. The sign may also include the names (and/or logos) of other partners, organizations, individuals and elected representatives as deemed appropriate by those involved in the project.

**(Description of Project)**

***Another Project to Improve California Parks*** (optional: coast, trails, urban parks, watersheds, etc.) ***funded by the 2000 Parks Bond Act***

Optional: The Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Act of 2000 (the Villaraigosa-Keeley Act).

**Lisa Ann L. Mangat, Director, California Department of Parks and Recreation**

**Wade Crowfoot, Secretary for California Natural Resources Agency**

**Gavin Newsom, Governor**

## Exhibit B

### **Universal Logo:**

All signs will contain a universal logo (a copy is included) that will be equated with the 2000 Parks and Water Bond Acts statewide. The logo will be on a template, available through the internet <http://resources.ca.gov/bond/>. Your Project Officer can also provide the logo on disk.

- The Universal logo must be mounted in an area to maximize visibility and durability.
- The logo must be a minimum of 2'x2'. Exceptions are permitted in the case of trails, and other areas where these dimensions may not be appropriate.

### **Sign Construction:**

All materials used shall be **durable and resistant to the elements and graffiti**. The California Department of Parks and Recreation and California Department of Transportation standards can be used as a guide for gauge of metal, quality of paints used, mounting specifications, etc.

### **Sign Duration:**

Project Signs must be in place for a lengthy period of time, preferably for a **minimum of two years** for all projects and four years for projects over \$750,000.

### **Sign Cost:**

The cost of the sign(s) is an eligible project cost. More permanent signage is also encouraged; e.g. bronze memorials mounted in stone at trailheads, on structures etc.

### **Appropriateness of Signs:**

For projects where the required sign may be out of place or where affected by local sign ordinances, the Project Officer/Grants Administrator in consultation with the Grantee may authorize a sign that is appropriate to the project in question. Alternate signage must be clearly recognizable as a 2000 Parks/Water Bond project.

### **Exclusions:**

Archaeological sites are excluded from the sign requirement.

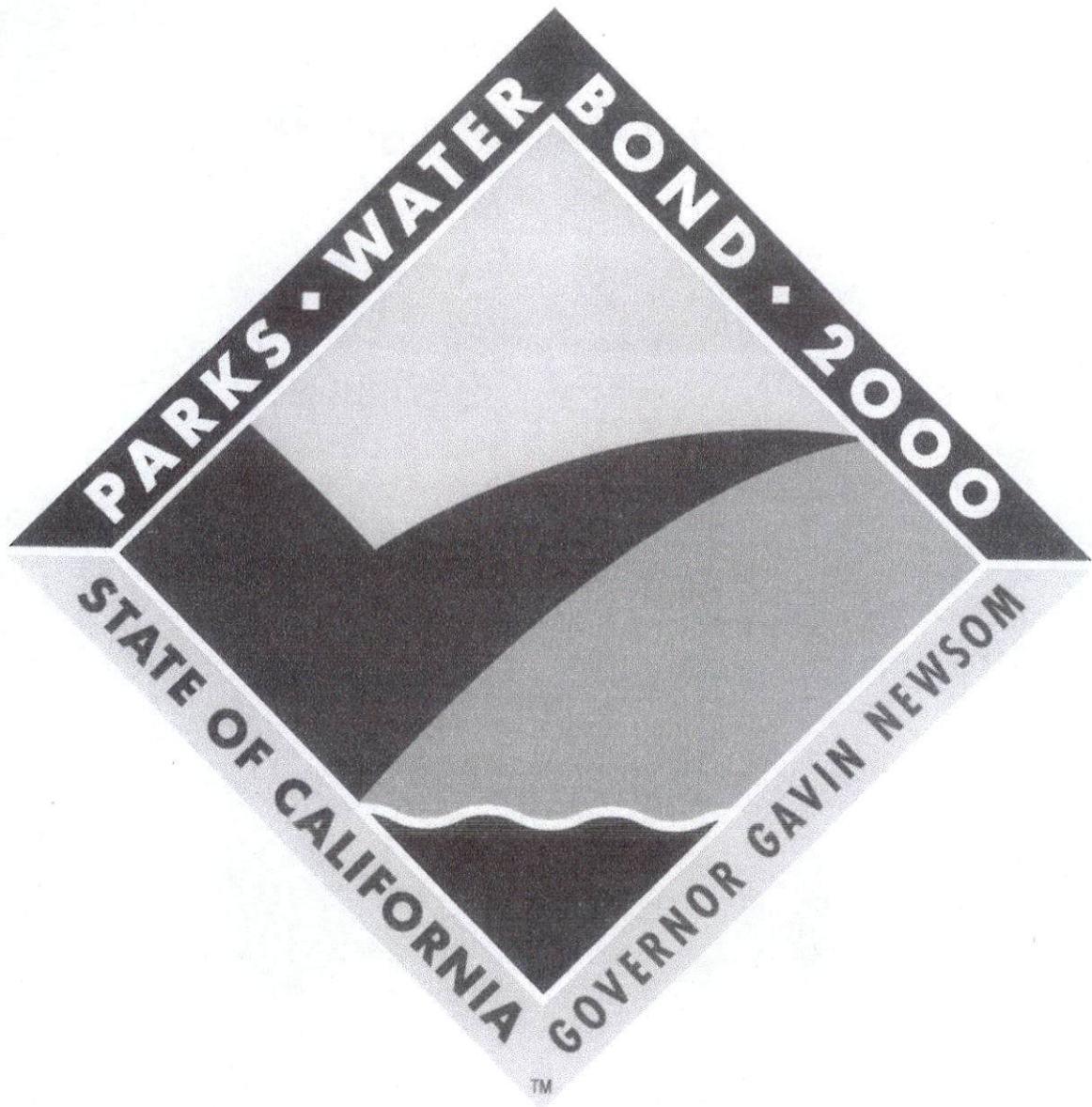
### **Signs on State Highways:**

Signs placed within the state highway right-of-way may require a Caltrans encroachment permit. Contact your local Caltrans District Office early in the planning phases for more information.

### **Further Questions:**

The Grantee should consult with the Project Officer to resolve any sign issues.

Exhibit B



It is recommended that signs are made with anti-graffiti Protective Overlay Film (POF). POF's protect the sign face against fading caused by the sun and harsh weather and makes graffiti and sticker damage easy to clear away without harsh abrasives. An excellent investment over the long life of your new sign!