File No. 120439 Committee Item No. 4
Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Sub -Committee **Date** May 16, 2012

Board of Supervisors Meeting **Date** _____

Cmte	Board	
☐	☐	**Motion**
☒	☐	**Resolution**
☐	☐	**Ordinance**
☐	☐	**Legislative Digest**
☐	☐	**Budget and Legislative Analyst Report**
☐	☐	**Legislative Analyst Report**
☐	☐	**Youth Commission Report**
☐	☐	**Introduction Form (for hearings)**
☒	☐	**Department/Agency Cover Letter and/or Report**
☐	☐	**MOU**
☒	☐	**Grant Information Form**
☒	☐	**Grant Budget**
☐	☐	**Subcontract Budget**
☒	☐	**Contract/Agreement**
☐	☐	**Form 126 – Ethics Commission**
☐	☐	**Award Letter**
☒	☐	**Application**
☐	☐	**Public Correspondence**

OTHER **(Use back side if additional space is needed)**

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Completed by: Victor Young **Date** May 11, 2012
Completed by: Victor Young **Date** _____

An asterisked item represents the cover sheet to a document that exceeds 25 pages.
The complete document can be found in the file.

[Accept and Expend Grant - Boeddeker Park and Clubhouse Project - $4,000,000]

Resolution authorizing the San Francisco Recreation and Parks Department to accept and expend a grant administered by the California State Parks and Recreation Department in the amount of $4,000,000 for the Boeddeker Park and Clubhouse Project.

WHEREAS, The California State Department of Parks and Recreation has received an appropriation from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84) to administer the Statewide Park Program; and

WHEREAS, The Statewide Park Program awards grants on a competitive basis for the creation of new parks and new recreational opportunities in proximity to the most critically underserved communities across California; and

WHEREAS, The Boeddeker Park and Clubhouse Project is located in the Tenderloin Neighborhood, one of San Francisco's densest and poorest neighborhoods thereby meeting the objectives of the Statewide Park Program; and

WHEREAS, The California State Parks and Recreation Department approved funding for the Boeddeker Park and Clubhouse Project in the amount of $4,000,000; and

WHEREAS, The Trust for Public Land, a national, non-profit conservation organization, will partially fund improvements to the Boeddeker Park and Clubhouse Project with a gift-in-kind at an estimated value of $2,000,000 to the City and County of San Francisco; and

WHEREAS, The terms and conditions of the Grant are detailed in an Agreement on file at the Clerk of the Board of Supervisors in File No. 120439 which is hereby declared to be part of this resolution as set forth fully herein; and

WHEREAS, The grant program requires a Deed Restriction be filed with the County Recorder defining the terms of the grant agreement; and

WHEREAS, The grant performance period runs from July 1, 2009 through June 30, 2017; and

WHEREAS, The grant does not require an ASO Amendment; and

WHEREAS, The grant terms prohibit including indirect costs in the grant budget; now, therefore, be it

RESOLVED, That the Board of Supervisors waives inclusion of indirect costs in the grant budget; and be it

FURTHER RESOLVED, That the Board of Supervisors authorizes the Recreation and Parks Department to accept and expend a Statewide Park Program Grant in the amount of $4,000,000 for Boeddeker Park and Clubhouse Project; and be it

FURTHER RESOLVED, That the Board of Supervisors authorizes the San Francisco Recreation and Parks Department to file a Deed Restriction with the County Recorder defining the terms of the grant Agreement.

Recommended:

General Manager, Recreation and Parks Department

Approved:

Mayor

Controller

Edwin M. Lee, Mayor
Philip A. Ginsburg, General Manager

TO: **Angela Calvillo, Clerk of the Board of Supervisors**

FROM: **Philip A. Ginsburg, General Manager, Recreation and Parks Department**

DATE: **February 15, 2012**

SUBJECT: **Accept and Expend Resolution for Subject Grant**

GRANT TITLE: Statewide Park and Community Revitalization Grant – Boeddeker Park

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2012 MAY 1 PM 2:57

Attached please find the original and 4 copies of each of the following:

_X_ Proposed Grant Resolution; original signed by Department, Mayor, Controller.
_X_ Grant Resolution Information Form; including disability checklist
_X_ Grant Application Form
_X_ Grant Agreement
_X_ Grant Budget

Special Timeline Requirements: We would like legislation introduced in March

Departmental representative to receive copy of adopted resolution:
Name: Toni Moran Phone: (415) 581-2555
Interoffice Mail Address: 30 Van Ness Avenue – 5th Floor

Certified copy required Yes ☐ No ☒

(Note: certified copies have the seal of the City/County affixed and are occasionally required by funding agencies. In most cases ordinary copies without the seal are sufficient).

File Number: _____
(Provided by Clerk of Board of Supervisors)

Grant Information Form
(Effective July 2011)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: Statewide Park Development and Community Revitalization Park Grant

2. Department: Recreation and Park Department

3. Contact Person: Toni Moran Telephone: 415 581-2555

4. Grant Approval Status (check one):

[X] Approved by funding agency [ ] Not yet approved

5. Amount of Grant Funding Approved or Applied for: $4,000,000

6a. Matching Funds Required: $0, no matching funds required by grant. However, the total project cost exceeds the grant and there are several gifts and grants in place supporting the project.
b. Source(s) of matching funds (if applicable):
Community Opportunity Fund, $209,274
Urban Greening Project Grant. $493,000
Trust for Public Land Gift -in-kind professional services valued at $2,000,000
Trust for Public Land Gift-in-place value not to exceed $3,000,000

7a. Grant Source Agency: California State Department of Parks and Recreation
b. Grant Pass-Through Agency (if applicable): Not Applicable

8. Proposed Grant Project Summary:
The project will substantially improve the Boeddeker Park and Clubhouse in the City of San Francisco through the construction of a new 4,300 sq. ft. clubhouse, outdoor plazas, basketball courts, stage/performance area, adult fitness, perimeter walking path, fencing and landscaping.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:
Start-Date: July 1, 2009 End-Date: June 30, 2017
Note: Grant funds will not be expended prior to July 1, 2010.

10a. Amount budgeted for contractual services: $4,000,000
b. Will contractual services be put out to bid? Yes
c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements? Yes
d. Is this likely to be a one-time or ongoing request for contracting out? One-time

11. Does the budget include indirect costs? [ ] Yes [X] No

b1. If yes, how much? $ Not Applicable
b2. How was the amount calculated? Not Applicable

c1. If no, why are indirect costs not included?
[X] Not allowed by granting agency [ ] To maximize use of grant funds on direct services
[ ] Other (please explain):
c2. If no indirect costs are included, what would have been the indirect costs? Overhead charges from the Recreation and Park Department.

12. Any other significant grant requirements or comments: No.

****Disability Access Checklist***(Department must forward a copy of all completed Grant Information Forms to the Mayor's Office of Disability)**

13. This Grant is intended for activities at (check all that apply):

[ ] Existing Site(s) [ ] Existing Structure(s) [ ] Existing Program(s) or Service(s)
[X] Rehabilitated Site(s) [X] Rehabilitated Structure(s) [ ] New Program(s) or Service(s)
[ ] New Site(s) [ ] New Structure(s)

14. The Departmental ADA Coordinator or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local disability rights laws and regulations and will allow the full inclusion of persons with disabilities. These requirements include, but are not limited to:

1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures;
2. Having auxiliary aids and services available in a timely manner in order to ensure communication access;
3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor's Office on Disability Compliance Officers.

If such access would be technically infeasible, this is described in the comments section below:

Comments:
Drawings reviewed by Mayor's Office on Disability.

Departmental ADA Coordinator or Mayor's Office of Disability Reviewer:

Paulina Araica

(Name)

ADA Compliance Coordinator, Recreation and Parks Department, Planning & Capital Division

(Title)

Date Reviewed: 11/30/11 Paulina Araica
(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Philip A. Ginsburg
(Name)

General Manager, Recreation and Parks Department
(Title)

Date Reviewed: 2/16/12

(Signature Required)

State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Statewide Park Development and Community Revitalization Program of 2008
Project Application Form

PROJECT NAME Boeddeker Park & Clubhouse - Renovation	Requested GRANT Amount $ 4,000,000 Other Funding Sources $ 1,000,000
PROJECT PHYSICAL ADDRESS (including zip code) 240 Eddy Street, San Francisco, CA 94102	Estimated TOTAL PROJECT COST $ 5,000,000 Nearest Cross Street: Jones County of Project Location: San Francisco
GRANT APPLICANT (entity applying for the grant) San Francisco Recreation and Parks Department	GRANT APPLICANT'S Mailing Address RPD Capital Division 30 Van Ness Avenue, Fifth Floor San Francisco, CA 94102-6020

AUTHORIZED REPRESENTATIVE AS SHOWN IN RESOLUTION OR CERTIFICATION LETTER

Name *(typed or printed)* and Title	Email address	Phone
Philip A. Ginsburg, General Mgr.	philip.ginsburg@sfgov.org	415 - 831 - 2701

DIRECTOR/PRESIDENT/CEO

Name *(typed or printed)* and Title	Email address	Phone
Philip A. Ginsburg, General Mgr.	philip.ginsburg@sfgov.org	415 - 831 - 2701

DAY-TO-DAY CONTACT for ADMINISTRATION of the GRANT *(if different from AUTHORIZED REPRESENTATIVE)*

Name *(typed or printed)* and Title	Email address	Phone
Toni Moran, Grants Manager	toni.moran@sfgov.org	415 - 581 - 2555

For ACQUISITION:

Total land acquired will be _____ acres

_____ Acres to be acquired in fee simple by Applicant

_____ Acres to be acquired in other than fee simple *(attach explanation)*

For DEVELOPMENT:

Total acreage of the PARK will be 1
(include land to be acquired if applicable)

1 Acres owned in fee simple by Applicant

_____ Acres available under a _____ year lease or easement.

GRANT SCOPE: I represent and warrant that this APPLICATION PACKET describes the intended use of the requested GRANT to complete the RECREATION FEATURES and MAJOR SUPPORT AMENITIES listed in the attached GRANT SCOPE/Cost Estimate Form. I declare under penalty of perjury, under the laws of the State of California, that the information contained in this APPLICATION PACKET, including required attachments, is accurate.

Signature AUTHORIZED REPRESENTATIVE as shown in Resolution — Date: February 25, 2010

Print Name: Philip A. Ginsburg

Title: General Manager, Recreation & Park Dept.

State of California • Natural Resources Agency Edmund G. Brown, Jr., *Governor*
DEPARTMENT OF PARKS AND RECREATION • P.O. Box 942896 • Sacramento, CA 94296-0001 Ruth Coleman, *Director*
916-653-7423

February 11, 2011

Philip A. Ginsburg
General Manager
City & County of San Francisco RPD
501 Stanyan Street, McLaren Lodge
San Francisco, CA 94117-1898

Dear Mr. Philip A. Ginsburg,

Re: Project Name:	Boeddeker Park & Clubhouse
Program Name:	2006 Parks Bond Act Statewide Park Development and Community Revitalization
Project Number:	SW-38-001
Contract Number:	C6904019

Enclosed for your files is a copy of a fully executed contract for the above referenced project. Refer to your procedural guide for grant process information. Please remember that you must comply with all applicable state and federal laws and regulations including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and the laws and codes pertaining to individuals with disabilities.

If you have any questions, please contact me at (916) 651-8579 or email me at avent@parks.ca.gov.

Sincerely,

Albert Ventura
Project Officer

Enclosure

State of California - Natural Resources Agency

Department of Parks and Recreation

GRANT CONTRACT

2006 Parks Bond Act

Statewide Park Development and Community Revitalization

GRANTEE City & County of San Francisco

GRANT PERFORMANCE PERIOD is from July 01, 2009 through June 30, 2017

CONTRACT PERFORMANCE PERIOD is from July 01, 2009 through June 30, 2039

PROJECT TITLE BOEDDEKER PARK & CLUBHOUSE PROJECT NUMBER SW-38-001

The GRANTEE agrees to the terms and conditions of this contract, hereinafter referred to as AGREEMENT, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below. The GRANTEE agrees to complete the GRANT SCOPE as defined in the GRANT SCOPE / Cost Estimate Form of the APPLICATION filed with the State of California referenced by the application number indicated above.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

City & County of San Francisco
Grantee

By PHILIP A. GINSBURG
Typed or printed name of Authorized Representative

Signature of Authorized Representative

Address 501 STANYAN ST., SF CA 94118

Title General Manager

Date JANUARY 5, 2011

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By

Date 1/26/11

CERTIFICATION OF FUNDING

CONTRACT NO	AMENDMENT NO	CALSTARS VENDOR NO.			PROJECT NO.
C6904019		000000303802			SW-38-001
AMOUNT ENCUMBERED BY THIS DOCUMENT		FUND.			
$4,000,000.00		SAFE DRINKING WTR, COASTAL PROTECTION FUND OF 2006			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM	CHAPTER	STATUTE	FISCAL YEAR
		3790-102-6051(1)	1/09	09	2010/11
TOTAL AMOUNT ENCUMBERED TO DATE	INDEX.	OBJ. EXPEND	PCA.	PROJECT / WORK PHASE	
$ $4,000,000.00	1091	702	65100		
T.B.A. NO.	I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.				
B.R.. NO.	ACCOUNTING OFFICER'S SIGNATURE			DATE. 1/27/11	

Sent OGALS - 1/27/11

I. RECITALS

COPY

1. This AGREEMENT is entered into between the State of California, by and through the California Department of Parks and Recreation (hereinafter referred to as "STATE") and City & County of San Francisco (hereinafter referred to as "GRANTEE").

2. The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 authorizes STATE to award grants to eligible entities for the purpose of Division 43 of the Public Resources Code.

3. Pursuant to the Statewide Park Development and Community Revitalization Act of 2008, STATE is authorized to oversee and manage grants to eligible entities for the purposes stated within its provisions. Funding for this three hundred sixty eight million ($368 million) grant program was made available through the Sustainable Communities and Climate Change Reduction chapter in Proposition 84. (Public Resources Code Division 43, Chapter 9, §75065(b).

4. Pursuant to the Proposition 84 2006 Bond Act, STATE is authorized to oversee and manage grants to eligible entities for the purposes stated within its provisions. Funding for the ninety three million ($93 million) Nature Education Facilities Program grant program was made available through the Parks and Nature Education Facilities chapter in Proposition 84. (Public Resources Code Division 43, Chap. 8, §75063 (b).

5. Sustainable Communities and Climate Change Reduction chapter in Proposition 84. (Public Resources Code Division 43, Chapter 9, §75065(b)., STATE is authorized to oversee and manage grants to eligible entities for the purposes stated within its provisions. Funding for this three hundred sixty eight million ($368 million) grant program was made available through the Sustainable Communities and Climate Change Reduction chapter in Proposition 84. (Public Resources Code Division 43, Chapter 9, §75065(b).

6. The STATE hereby grants to GRANTEE a sum (hereinafter referred to as "GRANT MONIES") not to exceed Four Million Dollars ($4,000,000), subject to the terms and conditions of this AGREEMENT, the GUIDES, any legislation applicable to the ACT, and the APPLICATION.

7. In consideration thereof GRANTEE agrees to abide by the terms and conditions of this AGREEMENT as well as the provisions of the ACT. GRANTEE acknowledges that the GRANT MONIES are not a gift or a donation.

8. In addition to the terms and conditions of this AGREEMENT, the parties agree that the terms and conditions contained in the documents set forth below are hereby incorporated into and made part of this AGREEMENT.

   a. The GRANT ADMINISTRATION GUIDE;
   b. The APPLICATION GUIDE;
   c. The submitted APPLICATION.

II. GENERAL PROVISIONS

A. Definitions

As used in this AGREEMENT, the following words shall have the following meanings:

1. The term "ACT" means the statutory basis for these grant programs.
2. The term "APPLICATION" means the individual project application packet for a grant pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "ACQUISITION" means to obtain fee title of real property or a permanent easement which provides the recipient permanent rights to use the property for the purposes of the project. Leases or rentals do not constitute ACQUISITION.
4. The term "CONTRACT PERFORMANCE PERIOD" means the period of time described in Section 1 of this AGREEMENT.
5. The term "COMPETITIVE GRANT PROGRAM" means the Statewide Park Program or Nature Education Facilities Program.
6. The term "DEVELOPMENT" means capital improvements to real property by means of construction of permanent or fixed features of the property.
7. The term "GRANT PERFORMANCE PERIOD" means the period of time described in the contract face sheet during which eligible costs can be charged to the grant and which begins on the date of appropriation and ends on the fund liquidation date.
8. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form found in the APPLICATION.
9. The term "GUIDES" means the documents identified as the "Application Guide for the Statewide Park Development and Community Revitalization Act of 2008", or the "Application Guide for the Nature Education Facilities Program" and the "Grant Administration Guide". The GUIDES provide the procedures and policies controlling the administration of the grant.
10. The term "PROJECT TERMINATION" refers to the non-completion of a GRANT SCOPE.
11. The term "STATE" refers to the State of California acting by and through the California Department of Parks and Recreation.

B. Project Execution

1. Subject to the availability of GRANT MONIES in the ACT, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this AGREEMENT, in consideration of, and on condition that, the sum be expended in carrying out the purposes set forth in the GRANT SCOPE, and under the terms and conditions set forth in this AGREEMENT.

   The GRANTEE shall assume the obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE.

COPY

2. After STATE has approved the APPLICATION, all changes and alterations to the GRANT SCOPE must be approved in writing by the STATE. GRANTEE'S failure to comply with this provision may be construed as a breach of the terms of the AGREEMENT and result in the enforcement of the Project Termination provision section E. found in this AGREEMENT.

   To maintain the integrity of the COMPETITIVE GRANT PROGRAM, the GRANTEE agrees that any other project changes or alterations which deviate from the project selection criteria responses provided by the GRANTEE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.

3. The GRANTEE shall complete the GRANT SCOPE in accordance with the time of the GRANT PERFORMANCE PERIOD set forth on page one of this AGREEMENT, and under the terms and conditions of this AGREEMENT.

4. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et. seq., Title 14, California Code of Regulations, Section 15000 et. seq.).

5. The GRANTEE shall at all times comply with all applicable current laws and regulations affecting ACQUISITION and DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et.seq.) and the California Unruh Act (California Civil Code §51 et seq.)

6. If the GRANT SCOPE includes ACQUISITION of real property, the GRANTEE agrees to comply at all times with all applicable State and local laws or ordinances affecting relocation and real property ACQUISITION.

7. GRANTEE agrees that lands acquired with GRANT MONIES shall not be acquired through the use of eminent domain.

C. Project Costs

1. GRANTEE agrees to abide by the GUIDES.

2. GRANTEE acknowledges that the STATE may make reasonable changes to its procedures as set forth in the GUIDES. If the STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for ACQUISITION projects, the GRANT MONIES shall be placed in an escrow account. If GRANT MONIES are advanced and not expended, the unused portion of the advanced funds shall be returned to the STATE within 60 days after the close of escrow.

2. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Advanced funds must be spent within six months from the date of receipt, unless the STATE waives this requirement. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If GRANT MONIES are advanced and not expended, the unused portion of the grant and any

interest earned shall be returned to the STATE within 60 days after project completion or the end of the GRANT PERFORMANCE PERIOD whichever is earlier.

3. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the GRANT PERFORMANCE PERIOD, whichever is earlier. The GRANT PERFORMANCE PERIOD is identified on page one of this AGREEMENT.

4. The STATE shall have the right to inspect all property or facilities acquired and/or developed pursuant to this AGREEMENT and the GRANTEE shall make such property or facilities available for inspection upon 24 hours notice from the STATE.

5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete.

6. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.

E. Project Termination

1. In the event of non-completion of a GRANT SCOPE, the GRANTEE shall return all GRANT MONIES to the STATE.

2. This AGREEMENT may be rescinded, modified or amended only by mutual written agreement between the GRANTEE and the STATE, unless the provisions of this AGREEMENT provide that mutual agreement is not required for a rescission, modification or amendment.

3. Failure by the GRANTEE to comply with the terms of this AGREEMENT, as well as any other grant contracts or other agreements that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE under this AGREEMENT unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this AGREEMENT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.

4. The GRANTEE agrees that in the event of a breach of this AGREEMENT, the STATE may seek, in addition to all remedies provided by law, specific performance of the AGREEMENT in accordance with the purpose of the AGREEMENT to preserve, protect and increase the quantity and quality of parks, public recreation facilities, opportunities and/or historic resources available to the people of the State of California.

F. Budget Contingency Clause

For purposes of this program, if funding for any fiscal year is reduced or deleted by the budget act, executive order, the legislature, or by any other provision of statute, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a contract amendment to GRANTEE to reflect a reduced grant amount. This paragraph shall not require the mutual agreement as addressed in Paragraph E, subsection 2, of this AGREEMENT.

G. Indemnity

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this AGREEMENT except valid legal claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.

COPY

2. To the fullest extent of the law, the GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.

3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et. seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the STATE shall bear its own litigation costs, expenses, and attorney's fees.

4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction.

5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents and records for the project and make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of GRANT MONIES, (b) the total cost of the project; (c) the amount and nature of project funds provided by other sources, and (d) any other records that will facilitate an effective audit of use of the GRANT MONIES.

3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this AGREEMENT or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this AGREEMENT. Such accounts, documents, and records shall be retained by the GRANTEE for 5 years following final payment of GRANT MONIES.

4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees to operate and maintain any property acquired or developed with the GRANT MONIES for the duration of the CONTRACT PERFORMANCE PERIOD.

2. The GRANTEE agrees that during the CONTRACT PERFORMANCE PERIOD, any income earned by the GRANTEE from a STATE approved non-recreational use of the project shall be used for recreational purposes at the project, or, if approved by the STATE, for recreational purposes within the GRANTEE'S jurisdiction.

3. All facilities shall have operating hours consistent with the times proposed in the APPLICATION and be open to members of the public in accordance with the project selection criteria in the APPLICATION, unless otherwise granted permission by the STATE and except as noted under the special provisions of this AGREEMENT or under provisions of the enabling legislation and/or grant program.

4. The GRANTEE agrees that for the duration of the CONTRACT PERFORMANCE PERIOD, any property acquired or developed with GRANT MONIES under this AGREEMENT shall be used only for the purposes of the grant and consistent with the GRANT SCOPE referenced in the APPLICATION unless prior written approval is given by the STATE.

5. The GRANTEE agrees to use any property acquired or developed with GRANT MONIES under this AGREEMENT only for the purposes of the grant and no other use, sale, or other disposition shall be permitted except as authorized by a specific act of the legislature in which event the property shall be replaced by the GRANTEE with property of equivalent value and usefulness as determined by STATE.

6. The property acquired or developed with GRANT MONIES may be transferred to another eligible entity only if the successor entity assumes the obligations imposed under this AGREEMENT and with written approval of the STATE.

7. Any real property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the GRANT MONIES were awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under this AGREEMENT.

8. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants required and approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse the STATE an amount at least equal to the amount of GRANT MONIES received from the STATE or the pro rated full market value of the real property, including improvements, at the time of sale, whichever is higher.

9. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

COPY

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, creed, color, national origin, age, religion, ancestry, sexual orientation, disability, medical condition, or marital status in the use of property or a specific facility included in the GRANT SCOPE.

2. The GRANTEE shall not discriminate against any person on the basis of residence, and shall not apply differences in admission or other fees on the basis of residence. Fees shall be reasonable and not unduly prevent use by economically disadvantaged members of the public.

K. Severability

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

L. Liability

STATE assumes no responsibility for assuring the safety of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this AGREEMENT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this AGREEMENT shall not be assignable by the GRANTEE either in whole or in part.

N. Section Headings

The headings and captions of the various sections of this AGREEMENT have been inserted only for the purpose of convenience and are not a part of this AGREEMENT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this AGREEMENT.

O. Waiver

Any failure by a party to enforce its rights under this AGREEMENT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this AGREEMENT shall *not* be construed as a waiver of any subsequent breach.

CITY & COUNTY OF SAN FRANCISCO
Grantee

By: _____
Signature of Authorized Representative (Position Authorized in the Resolution)

Title: GENERAL MANAGER, RECREATION AND PARK DEPARTMENT

Date: JANUARY 5, 2011

Boeddeker Park						AB31	Urban Greening	Community Development Block Grant	GIFTS (TPL)
COST ESTIMATE Rev: 08/11/11				total area (sf):	41,470				
ITEM	QTY	UNIT	UNIT COST	COST	SUBTOTAL				
DEMOLITION & SITE PREPARATION					$391,000				
Building selective demolition		LS	allowance	68,000		68,000			
Site demolition and preparation	37058	SF	9	323,000		300,483	22,517		
NEW CLUBHOUSE BUILDING					$2,490,921				
Building and interiors	4412	sf	$551	2,430,921		2,430,921			
Solar panels			allowance	60,000		60,000			
SITE PAVING (WALKWAYS AND PLAZAS)					$178,532				
Pervious Color Concrete	4560	sf	12	54,720			22,320	32,400	
Color Concrete Concrete paving Vehicular	880	sf	16	14,080		14,080			
Color Concrete Pedestrian	2631	sf	12	31,572		31,572			
Asphalt pedestrain	1055	sf	6	6,330		6,330			
Asphalt vehicular	6530	sf	11	71,830		12,070		59,760	
SITE WALLS, RAMPS AND STAIRS					$347,000				
Concrete Ramps and Stairs (including Handrails)			allowance	104,000		98,400		5,600	
Concrete walls and curbs			allowance	243,000		192,136		50,864	
PLAY AREA					$231,660				
Play equipment			allowance	180,000					180,000
Play Area Surfacing	2870	sf	18	51,660					51,660
BASKETBALL COURT					$7,200				
Movable volleyball screen	1			3,900				3,900	
Basketball hoops	2			2,500				2,500	
Court striping	800			800				800	
FITNESS AREA					$19,750				
Adult fitness equipment			allowance	19,750				19,750	
SITE FURNITURE					$85,000				
Benches, tables , chairs, bike racks, trash recept.			allowance	85,000		56,800	15,000	13,200	
GATES AND FENCING					$190,000				
Legi perimeter fence	450	lf	200	90,000		90,000			
Sliding gate 20' wide			allowance	25,000		25,000			
Service gate			allowance	11,000		11,000			
Pedestrian gate			allowance	4,000		4,000			
Play area fence	150	lf	400	60,000		60,000			
GREEN FEATURES					$245,573				
Infiltration field				190,000			190,000		
Geothermal loop for building heating				42,510		42,510			
Bioswale for stormwater management				13,063			13,063		
PLANTING AND IRRIGATION					$220,400				
Soil Preparation	14000	sf	2	21,000			19,736	1,264	
Lawn	4200	sf	2	8,400			8,400		
Shrubs and groundcovers			allowance	83,000			80,134	2,866	
Trees	36	ea	1,000	36,000			36,000		
Irrigation			allowance	72,000			70,830	1,170	
SITE LIGHTING AND ELECTRICAL			allowance		$170,325			15,200	155,125
SITE MECHANICAL UTILITIES			allowance		$345,000	225,698			119,302
OTHER CONSTRUCTION COSTS					$286,000				
Exterior interpretive signage				15,000			15,000		
Shed improvements				20,000		20,000			
Clock tower				2,000		2,000			
Excavation moratorium - pavement				35,000		35,000			
Sidewalk reconstruction				46,000		46,000			
Art relocation				34,000		34,000			
Art (2%)				50,000		50,000			
Utilities connection				84,000		84,000			
CONSTRUCTION CONTINGENCY					$520,836				
Construction Contingency (10%)				520,836					520,836
SUBTOTAL CONSTRUCTION					$5,729,197	$4,000,000	$493,000	$209,274	$1,026,923
SOFT COSTS									
Tests, Inspections and Permits					210,000				210,000
Escalation (2.5%)					130,209				130,209
Staff and Program Expenses (TPL)					600,000				600,000
Design and Construction Management					1,345,000				1,345,000
Design Contingency (10%)					134,500				134,500
SUBTOTAL SOFT COSTS					$2,419,709	$0	$0	$0	$2,419,709
TOTAL PROJECT COSTS					$8,148,906	$ 4,000,000	$ 493,000	$ 209,274	$ 3,446,632

Notes:
This budget excludes general conditions & requirements, payment & performance bonds and general contractor's fee.
This budget is just an estimate, construction costs may vary when project is put out to Bid
TPL does not have all the needed funds in hand, therefore the project is not fully funded yet