



# City and County of San Francisco

## Master Report

City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4689

<b>File Number:</b> 241174	<b>File Type:</b> Resolution	<b>Status:</b> Passed
<b>Enacted:</b> 002-25		<b>Effective:</b> 01/16/2025
<b>Version:</b> 2	<b>In Control:</b> Clerk of the Board	
<b>File Name:</b> Accept and Expend Grant - Retroactive - California Department of Parks and Recreation - Twin Peaks Promenade Project - \$1,493,692	<b>Date Introduced:</b> 12/03/2024	
<b>Requester:</b> Recreation and Park Department	<b>Cost:</b>	<b>Final Action:</b> 01/16/2025
<b>Comment:</b> Fiscal Impact; No Budget and Legislative Analyst Report	<b>Title:</b> Resolution retroactively authorizing the Recreation and Park Department (RPD) to accept and expend grant funds in the amount of \$1,493,692 from the California Department of Parks and Recreation (CDPR) for the Twin Peaks Promenade Project, for a grant performance period from September 20, 2024, through March 15, 2027; approve the Grant contract with CDPR that requires RPD to operate and maintain the project for a period of 20 years commencing upon project completion, pursuant to Charter, Section 9.118(b); and to authorize the RPD General Manager to enter into amendments or modifications to the Grant contract that do not materially increase the obligations or liabilities to the City and are necessary to effectuate the purposes of the Grant contract or this Resolution.	
<b>Sponsors:</b> Mayor; Mandelman and Melgar		

### History of Legislative File 241174

Ver	Acting Body	Date	Action	Sent To	Due Date	Result
1	President	12/03/2024	RECEIVED AND ASSIGNED	Budget and Finance Committee		
1	Board of Supervisors	01/14/2025	AMENDED, AN AMENDMENT OF THE WHOLE BEARING SAME TITLE			Passed
2	Board of Supervisors	01/14/2025	ADOPTED AS AMENDED			Passed
2	Board of Supervisors	01/14/2025	CALLED FROM COMMITTEE			
1/14/2025 - The Board of Supervisors approved Motion No. M25-001 to call this matter from the Budget and Finance Committee and consider it during a Committee of the Whole on the same day.						
2	Mayor	01/16/2025	APPROVED			

1 [Accept and Expend Grant - Retroactive - California Department of Parks and Recreation -  
2 Twin Peaks Promenade Project - \$1,493,692]

3 **Resolution retroactively authorizing the Recreation and Park Department (RPD) to**  
4 **accept and expend grant funds in the amount of \$1,493,692 from the California**  
5 **Department of Parks and Recreation (CDPR) for the Twin Peaks Promenade Project, for**  
6 **a grant performance period from September 20, 2024, through March 15, 2027; approve**  
7 **the Grant contract with CDPR that requires RPD to operate and maintain the project for**  
8 **a period of 20 years commencing upon project completion, pursuant to Charter,**  
9 **Section 9.118(b); and to authorize the RPD General Manager to enter into amendments**  
10 **or modifications to the Grant contract that do not materially increase the obligations or**  
11 **liabilities to the City and are necessary to effectuate the purposes of the Grant contract**  
12 **or this Resolution.**

13  
14 WHEREAS, The Recreational Trails Program (RTP) is a state-administered local  
15 assistance program of the U.S. Department of Transportation's Federal Highway  
16 Administration (FHWA); and

17 WHEREAS, The California Department of Parks and Recreation ("Department") is  
18 authorized to administer the non-motorized RTP Projects on behalf of the FHWA; and

19 WHEREAS, The Recreation and Park Department (RPD) identified the Twin Peaks  
20 Promenade Project as a competitive candidate for the Recreational Trails Program and  
21 submitted a grant application for the Project; and

22 WHEREAS, On September 21, 2023, the San Francisco Recreation and Park  
23 Commission adopted Resolution No. 2309-010 approving the Recreation and Park  
24 Department's ("RPD's") application for Recreational Trails Program funds for the Twin Peaks  
25 Promenade Project, authorizing the RPD General Manager to negotiate agreements with the

1 State concerning the administration of the grants, and recommending that the Board of  
2 Supervisors approve the grant contract and authorize RPD to accept and expend the grant;  
3 and

4 WHEREAS, RPD was awarded \$1,493,692 in funding (the "Grant"); and

5 WHEREAS, As a condition of receiving the Grant, RPD is required to agree to the  
6 terms of the attached Grant Contract substantially in the form which is on file with the Clerk of  
7 the Board under File No. 241174 and which is hereby declared to be part of this Resolution as  
8 if set forth fully herein; and

9 WHEREAS, Relevant terms of the Grant Contract include a grant performance period  
10 starting on September 20, 2024, and ending on March 15, 2027, and a contract performance  
11 period requiring the continue operating the property for public recreation for a period of 20-  
12 years upon project completion; and

13 WHEREAS, As a condition of the Grant Contract, the City must agree to maintain the  
14 area developed with grant funds a public open space in perpetuity; and

15 WHEREAS, Any changes to land ownership require approval by the Federal Highway  
16 Transportation Administration; and

17 WHEREAS, The Grant terms prohibit including indirect costs in the grant budget; and

18 WHEREAS, The Grant will not require an amendment to the Annual Salary Ordinance;  
19 and

20 WHEREAS, Administrative Code, Section 2.6-3, requires the Budget Analyst to review  
21 legislation and report on matters that are deemed to have fiscal impact and the Budget and  
22 Legislative Analyst determined this matter has fiscal impact and requires a fiscal impact report  
23 be submitted prior to the legislation being heard in a fiscal committee; now, therefore, be it  
24  
25

1           RESOLVED, Due to the lack of a fiscal impact report, as required by Administrative  
2 Code, Section 2.6-3, the funds accepted for this grant shall be placed into the Board of  
3 Supervisors' reserve until released; and, be it

4           FURTHER RESOLVED, That the Board of Supervisors retroactively authorizes the  
5 Recreation and Park Department to accept the Grant; and, be it

6           FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of  
7 indirect costs as part of this Grant budget; and, be it

8           FURTHER RESOLVED, That the Board of Supervisors retroactively approves the  
9 Grant Contract; and, be it

10          FURTHER RESOLVED, Once the fiscal impact requirements of Administrative Code,  
11 Section 2.6-3 have been resolved, the Board of Supervisors delegates their authority to  
12 release these funds to the Budget and Finance Committee and the Clerk of the Board is  
13 directed to schedule a hearing at the Budget and Finance Committee to duly review the  
14 complete file and consider the release of the funds to the Recreation and Park Department;  
15 and, be it

16          FURTHER RESOLVED, That the Recreation and Park Department shall be hereby  
17 authorized to expend the grant award of \$1,493,692 upon the release of funds from the Board  
18 of Supervisors' Reserve; and, be it

19          FURTHER RESOLVED, That the Board of Supervisors authorizes the RPD General  
20 Manager to enter into any modifications and amendments to the Grant Contract, including to  
21 any of its exhibits, and authorizes the RPD General Manager to execute further agreements  
22 related to the Project, that the RPD General Manager determines, in consultation with the City  
23 Attorney, are in the best interests of the City and do not materially increase the obligations or  
24 liabilities of the City, are necessary or advisable to effectuate the purposes of the Project or  
25

1 this Resolution, and are in compliance with all applicable laws, including the City's Charter;  
2 and, be it

3 FURTHER RESOLVED, That within 30 days of the Grant Contract being fully-executed  
4 by all parties, RPD shall provide the final Grant Contract to the Clerk of the Board for inclusion  
5 into the official file.  
6  
7  
8

9 Recommended:

Approved: /s/

10 Benjamin McCloskey

11 Interim Mayor's Budget Director

12 /s/

13 Phil Ginsburg

14 Recreation and Park  
15 General Manager

Approved: /s/Jocelyn Quintos for Greg Wagner

16 Greg Wagner, Controller  
17  
18  
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25



**City and County of San Francisco**  
**Tails**  
**Resolution**

City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4689

**File Number:** 241174

**Date Passed:** January 14, 2025

Resolution retroactively authorizing the Recreation and Park Department (RPD) to accept and expend grant funds in the amount of \$1,493,692 from the California Department of Parks and Recreation (CDPR) for the Twin Peaks Promenade Project, for a grant performance period from September 20, 2024, through March 15, 2027; approve the Grant contract with CDPR that requires RPD to operate and maintain the project for a period of 20 years commencing upon project completion, pursuant to Charter, Section 9.118(b); and to authorize the RPD General Manager to enter into amendments or modifications to the Grant contract that do not materially increase the obligations or liabilities to the City and are necessary to effectuate the purposes of the Grant contract or this Resolution.

January 14, 2025 Board of Supervisors - AMENDED, AN AMENDMENT OF THE WHOLE  
BEARING SAME TITLE

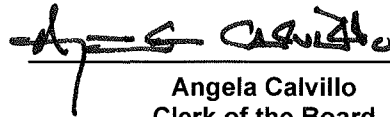
Ayes: 11 - Chan, Chen, Dorsey, Engardio, Fielder, Mahmood, Mandelman, Melgar,  
Sauter, Sherrill and Walton

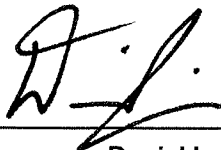
January 14, 2025 Board of Supervisors - ADOPTED AS AMENDED

Ayes: 11 - Chan, Chen, Dorsey, Engardio, Fielder, Mahmood, Mandelman, Melgar,  
Sauter, Sherrill and Walton

File No. 241174

I hereby certify that the foregoing  
Resolution was ADOPTED AS AMENDED on  
1/14/2025 by the Board of Supervisors of the  
City and County of San Francisco.

  
Angela Calvillo  
Clerk of the Board



Daniel Lurie  
Mayor

1.16.2025

Date Approved

**File Number:** 241174  
(Provided by Clerk of Board of Supervisors)

**Grant Resolution 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: Recreational Trails Program Grant - Twin Peaks Promenade Project

2. Department: Recreation and Park

3. Contact Person: Toni Moran Telephone: (415) 794-8173

4. Grant Approval Status (check one):  
☒ [X] Approved by funding agency ☐ [ ] Not yet approved

5. Amount of Grant Funding Approved or Applied for: \$1,493,692

6a. Matching Funds Required: \$1,596,108

6b. Source(s) of matching funds (if applicable):

Source	Project Code	Project Description	Fund Code	Authority Code	Authority Description
2020 Health and Safety Bond	10037379	RP Twin Peaks Trail	15513	21721	RP Trails
Region Park Program Grant	10037379	RP Twin Peaks Trail	16950	22587	RP CA DPR 2018 Parks Bond Act

7a. Grant Source Agency: Federal Highway Administration

b. Grant Pass-Through Agency (if applicable): California Department of Parks and Recreation

8. Proposed Grant Project Summary:

The project involves converting a closed roadway into a linear park promenade, resurfacing the roadway, removing the roadside concrete barrier, and adding interpretive signage, bike racks, and seating. The promenade will connect to the larger trail system with wayfinding and trailhead signs.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: September 20, 2024 End-Date: March 15, 2027

10. a. Amount budgeted for contractual services: \$1,459,692

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 only

11a. Does the budget include indirect costs? ☐ Yes ☒ No b1. If yes, how much?

b2. How was the amount calculated? Not applicable

c1. If no, why are indirect costs not included? RPD does not have a federally-approved cost allocation plan for indirect costs..

12. Any other significant grant requirements or comments: Reimbursement requests are required every six-months to avoid de-obligation of funds and photos of work must be submitted with reimbursement request. Progress reports required every six months.

**\*\*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):

<input type="checkbox"/> Existing Site(s)	<input type="checkbox"/> Existing Structure(s)	<input type="checkbox"/> Existing Program(s) or Service(s)
<input type="checkbox"/> Rehabilitated Site(s)	<input type="checkbox"/> Rehabilitated Structure(s)	<input type="checkbox"/> New Program(s) or Service(s)
<input checked="" type="checkbox"/> New Site(s)	<input checked="" type="checkbox"/> 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:

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

Arfaraz Khambatta  
(name)

San Francisco Public Works Building Design and Construction Disability Access Coordinator  
(title)

Date Reviewed: 11/4/2024

DocuSigned by:  
  
E3E8343E5A3D4B9...  
(Signature Required)



Department Head or Designee Approval of Grant Information Form:

Philip A. Ginsburg

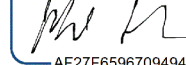
(name)

General Manager, San Francisco Recreation and Park Department

(title)

Date Reviewed: 11/4/2024

DocuSigned by:



AF27F6596709494...

(Signature Required)

State of California - Natural Resources Agency  
**Department of Parks and Recreation**  
**GRANT CONTRACT**  
**Recreational Trails Program**

GRANTEE City & County of San Francisco

PROJECT TITLE TWIN PEAKS PROMENADE PROJECT PROJECT NUMBER RT-38-004

PROJECT PERFORMANCE PERIOD is from September 20, 2024 thru March 15, 2027

The Grantee agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California, agrees to fund the total Grant amount indicated below.

**PROJECT DESCRIPTION:**

Construct a new Twin Peaks Promenade combination asphalt/multi-use aggregate 1,660 linear foot trail with overlook seating areas, educational and wayfinding signage, paved parking area, and landscaping within the City of San Francisco.

Total State Grant not to exceed \$1,493,692.00

Total Project Cost \$ 3,089,800.00

Rate of Reimbursement 48.342676%

City & County of San Francisco  
Grantee

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

By \_\_\_\_\_  
Typed or printed name of Authorized Representative

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION

By \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

Address \_\_\_\_\_

Title General Manager

Date \_\_\_\_\_

**CERTIFICATION OF FUNDING**  
**(For State Use Only)**

CONTRACT NO C8553001	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000007690			PROJECT NO. RT-38-004
AMOUNT ENCUMBERED BY THIS DOCUMENT \$1,493,692.00		FUND. Recreational Trails Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM 3790-101-0858	CHAPTER 22	STATUTE 24	FISCAL YEAR 2024/25
TOTAL AMOUNT ENCUMBERED TO DATE \$1,493,692.00		Reporting Structured. 37900091	Account/Alt Account. 5432000-5432000000	ACTIVITY CODE 68656	PROJECT / WORK PHASE 379009102200

## **Grant Contract for Grants Funded by Recreational Trails Program**

### **GENERAL PROVISIONS**

#### **A. Definitions**

The term "Act" as used herein means the Recreational Trails Program pursuant to state and federal statutes.

1. The term "Application" as used herein means the individual Project Application and its required attachments for Grants pursuant to the enabling legislation and/or Grant program.
2. The term "Acquisition" means to obtain fee title or easement of real property. Leases or rentals do not constitute Acquisition.
3. The term "Department" means the California Department of Parks and Recreation.
4. The term "Development" means Capital Improvements to real property by construction.
5. The term "Grantee" as used herein means the party described as the Grantee on page 1 of this Contract.
6. The term "State" as used herein means the State of 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 (Grant monies) not to exceed the amount stated on page 1, or 88% of costs, whichever is less, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the Scope described in the enabling legislation, and on page 1, and under the terms and conditions set forth in this Contract.

The Grantee shall assume any obligation to furnish any additional funds that may be necessary to complete the Grant Scope. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval.

2. The Grantee shall complete the Grant Scope in accordance with the time of Grant Performance Period set forth on page 1, and under the terms and conditions of this Contract.
3. 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.) and the National Environmental Policy Act.
4. The Grantee shall comply with all applicable current laws and regulations affecting 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.

5. Prior to the commencement of any work, the Grantee agrees to submit any significant deviation from the original Grant Scope in writing to the State for prior approval. Changes in the Grant Scope must be approved in writing by the State.
6. If the Grant Scope includes Acquisition of real property, the Grantee agrees that lands acquired with Grant monies shall not be acquired through the use of eminent domain.
7. If the Grant Scope includes Acquisition of real property, the Grantee will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property Acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the Contract and the Grantee agrees to comply with the California Government Code Chapter 16 commencing with Section 7260 et seq. and all applicable federal, state and local laws or ordinances affecting relocation and real property Acquisition. Documentation of such compliance will be made available for review upon request by the State.
8. The Grantee shall provide for public access to Project facilities in accordance with the intent and provisions of the Recreational Trails legislation and/or Grant program.

### **C. Project Costs**

The Grant moneys to be provided Grantee under this contract may be disbursed as follows:

1. If the Project includes Acquisition of real property, the State may disburse the amount of the State approved purchase price together with State approved costs of Acquisition (or 88% of the Project costs, whichever is less), but not to exceed in any event the Grant amount set forth on page 1 of this Contract, upon completion of the Acquisition.
  - a. After the property is in escrow, the Grantee may request an Advance up to 80% of the Grant or 100% of the actual Acquisition cost, whichever is less. The Department shall immediately distribute these funds to the title company charged with the transfer of property ownership.
  - b. The remaining Grant amount shall be paid up to the total Grant amount or the actual Project cost, whichever is less, on completion of the Grant Scope and receipt of the Grant Completion Packet from the Grantee.
2. If the Project includes Development, completion of the Project or any phase or unit thereof, State may disburse to Grant recipient upon receipt and approval by State of a statement of incurred costs from Grant Recipient, the amount of such approved incurred costs shown on such statement, not to exceed the State Grant amount set forth on page 1 of this contract, (or 88% of the Project costs, whichever is less) or any remaining portion of such Grant amount to the extent of such statement.
  - a. On proof of award of a construction contract or commencement of construction by Force Account payment schedule, up to 50% Advance of the Grant amount, or a 80% reimbursement of the Grant amount (30% reimbursement with a 50% Advance), not to exceed 80% of the total dollar amount of any or all awarded construction contracts.
  - b. The remaining Grant amount shall be paid up to the total Grant amount or the actual Project cost, whichever is less, on completion of the Grant Scope and receipt of the Grant Completion Packet from the Grantee.
3. If the Project includes Operations or Program costs, the State may disburse Grant monies to the Grantee as follows, but not to exceed in any event the total Grant amount set forth of page 1 of this Contract:
  - a. On proof of a signed contract or agreement, or commencement of operation or program by Force Account payment schedule, up to 50% Advance of the Grant amount, or a 80%

reimbursement of the Grant amount (30% reimbursement with a 50% Advance), not to exceed 80% of the total dollar amount of any or all awarded contracts or agreements.

- b. The remaining Grant amount shall be paid up to the total Grant amount or the actual Program cost, whichever is less, on completion of the Program and receipt of a detailed summary of Program costs from the Grantee.
4. The statements to be submitted by the Grantee shall set forth in detail the incurred cost of work performed or to be performed on development of the Project and whether performance will be by construction contract or by Force Account.
5. Statements/payment requests shall be submitted to the State not less than twice a calendar year, beginning from the date of federal approval/contract performance start date.

#### **D. Budget Contingency Clause**

1. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, 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 the reduced amount.

#### **E. Project Administration**

1. If grant monies are advanced, and not placed into escrow, the Grantee shall place these monies in a separate interest bearing account, setting up and identifying such account, prior to the Advance. Interest earned on grant monies 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 of completion of the Grant Scope or end of the Grant Performance Period, whichever is earlier.
2. Grantee agrees that income earned by the Grantee from a State approved non-recreational use on 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. The Grantee shall promptly submit written Project Reports as the State may request. In any event, the Grantee shall provide the State a report showing total final Project expenditures.
4. The Grantee shall make property or facilities acquired and/or developed pursuant to this Contract available for inspection upon request by the State.
5. The Grantee shall make any program developed or administered pursuant to this Contract available for observation upon request by the State.

#### **F. Project Termination**

1. Any Grant funds that have not been expended by the Grantee shall revert to the fund.
2. The Grantee may unilaterally rescind this Contract at any time prior to the commencement of the Project. After Project commencement this Contract may be rescinded, modified or amended only by mutual agreement in writing between the Grantee and the State.
3. Failure by the Grantee to comply with the terms of this Contract or any other Contract under the enabling legislation may be cause for suspension of all obligations of the State hereunder. However, such failure shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Grantee. In such case, any amount

required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Contract.

4. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Contract, is the preservation, protection and net increase in the quantity and quality of parks, public recreation facilities and/or Historical Resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent, the amount of money furnished by the State by way of Grant monies under the provisions of this Contract, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant monies disbursed under this Contract by the State would be inadequate compensation to the State for any breach by the Grantee of this Contract. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Contract shall be the specific performance of this Contract, unless otherwise agreed to by the State.
5. The Grantee and the State agree that if the Grant Scope includes Development or a Program, final payment may not be made until the Project conforms substantially to this Contract.

#### **G. Hold Harmless**

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 Contract except claims arising from the concurrent or sole negligence of the State, its officers, agents, and employees.
2. 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. Neither party shall request a jury apportionment.
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 to make them available to the State for auditing at reasonable times. The Grantee also agrees to retain such financial accounts, documents and records for three years following Project termination or final payment.
2. Grantee shall keep such records as the State shall prescribe, including records which fully disclose (a) the disposition of the proceeds of state funding assistance, (b) the total cost of the Project in

connection with such assistance that is given or used, (c) the amount and nature of that portion of the Project cost supplied by other sources, and (d) any other such records as will facilitate an effective audit.

3. The Grantee and the State agree that during regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Contract or matters related thereto. 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 Contract. Such accounts, documents, and records shall be retained by the Grantee for at least three years following Project termination.
4. The Grantee shall use a generally accepted accounting system.

#### **I. Use of Facilities**

1. The Grantee agrees that the Grantee shall operate the property acquired, developed, rehabilitated, or restored with the funds in perpetuity. In the case of lands not held in fee by the Grantee, perpetuity shall be in accordance with the tenure or the length of time sufficient to provide public benefits commensurate with the type and duration of interest in the land held by the Grantee.
2. The Grantee agrees to use the property only for the purposes of the Grant and to make no other use, sale, or other disposition or conversion of the property except as authorized by a specific act of the Legislature and the property shall be replaced with property of equivalent value and usefulness as determined by the Department.
3. The property acquired or developed may be transferred to another eligible Applicant if the successor Grantee assumes the obligations imposed under this Contract and with the concurrence of the Department.

#### **J. Nondiscrimination**

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this Contract.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Project Contract or under provisions of the enabling legislation and/or Grant program.

#### **K. Application Incorporation**

1. The Application and any subsequent change or addition approved by the State is hereby incorporated in this Contract as though set forth in full in this Contract.

#### **L. Severability**

1. If any provision of this Contract or the Application thereof is held invalid, that invalidity shall not affect other provisions or Applications of the Contract which can be given effect without the invalid provision or Application, and to this end the provisions of this Contract are severable.

## SPECIAL PROVISIONS

### A. Build America, Buy America

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program. Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- 1.all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- 2.all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- 3.all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference go to: [https://www.fhwa.dot.gov/bipartisan-infrastructure-law/technical\\_support.cfm](https://www.fhwa.dot.gov/bipartisan-infrastructure-law/technical_support.cfm). Additional information also available at the White House Made in America Office website: <https://www.whitehouse.gov/omb/management/made-in-america/>.

Questions pertaining to waivers should be directed to the financial assistance awarding officer.

#### Definitions

“Construction materials” includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber;
- or drywall.

“Construction Materials” does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband



infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

The Grantee must comply with Buy America requirements for all steel and iron permanently incorporated in a project funded under title 23. (23 USC §135 and 23 CFR §635.410)

Projects funded after December 26, 2014, are required to follow the Office of Management and Budget’s Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.” (CFR Title 2, Chapter II, Part 200 et. seq.)

City & County of San Francisco  
GRANTEE

By: \_\_\_\_\_  
Signature of Authorized Representative

Title: General Manager

Date: \_\_\_\_\_

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION

By: \_\_\_\_\_

Date: \_\_\_\_\_

U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION  
FEDERAL-AID PROJECT AGREEMENT

RECIPIENT: 6-California  
FEDERAL PROJECT NO: RT38004  
UEI (SAM): UK66CLD4DX71  
RECIPIENT PROJ. NO(S):

1. The State through its department of transportation, or other recipient, has complied, or hereby agrees to comply, with the applicable terms and conditions set forth in (a) Title 23, U.S. Code, highways; (b) The regulations issued pursuant thereto, and the policies and procedures promulgated by the Federal Highway Administration; and (c) All other applicable federal laws and regulations.2. The State, or other recipient, stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the provisions set forth in 23 CFR 630.112. These provisions incorporate by reference all other federal laws and regulations pertaining to the project or the activity for which the funds are obligated. Solely for the purposes of emphasis, such applicable provisions include, but are not limited to, the requirements of Appendix A to 2 CFR Part 170—Award terms for Reporting subaward and executive compensation information, and 2 CFR 200, including for those funds for which such amount will be subawarded to a subrecipient, 2 CFR 200.331.3. Relative to the above designated project, the FHWA has authorized certain work to proceed as evidenced by the date entered opposite the specific item of work. For such authorized work, the federal funds obligated or advance-construction authorized, are not to exceed the amount shown herein. The balance of the estimated total project cost is an obligation of the State or other direct recipient.4. Such authorization of Federal funds extends only to project costs incurred by the State, or other recipient, following Federal Highway Administration’s authorization to proceed with the project.

PROJECT TITLE: 2023 Recreational Trails Project: Twin Peaks Promenade Project  
PROJECT DESCRIPTION: Construct a new Twin Peaks Promenade combination asphalt/multi-use aggregate 1,660 linear foot trail with overlook seating areas, educational and wayfinding signage, paved parking area, and landscaping.  
DUNS#:   
SUBRECIPIENT PROJECT: Yes  
SUBRECIPIENT UEI (SAM): VY39GJE3DQG1  
SUBRECIPIENT NAME: CALIFORNIA DEPARTMENT OF PARKS & RECREATION  
PROJECT END DATE: 03/15/2027

CLASSIFICATION OF PHASE OF WORK TO BE PUT UNDER AGREEMENT	EFFECTIVE DATE OF AUTHORIZATION
HIGHWAY PLANNING & RESEARCH	
PRELIMINARY ENGINEERING	
RIGHT-OF-WAY	
CONSTRUCTION	09/20/2024
OTHER	

PROGRAM CODE	FAIN	URBAN/ WITH	TOTAL COST	FEDERAL SHARE	FEDERAL FUNDS UNDER AGREEMENT	ADVANCED CONST. FUNDS
Y940	693JJ22430000Y940CART38004		\$1,144,479.90	48.34%	\$553,272.21	\$0.00
Z94E	693JJ22430000Z94ECART38004		\$1,945,320.10	48.34%	\$940,419.79	\$0.00
TOTAL			\$3,089,800.00		\$1,493,692.00	\$0.00

ESTIMATED TOTAL COST: \$3,089,800.00  
TOTAL AUTHORIZED FOR PROJECT: \$1,493,692.00

DEPARTMENT OF TRANSPORTATION CALIFORNIA

AVAILABLE FUNDS CERTIFIED BY:	STATE SIGNATURE ON FILE	DATE:
APPROVED AND REQUESTED BY:	STATE SIGNATURE ON FILE	DATE:
AGRMT/MODIFY REQUESTED BY:	STATE SIGNATURE ON FILE	DATE:

FEDERAL HIGHWAY ADMINISTRATION

PROJECT INFORMATION REVIEWED BY:	Jerilynn Fogle	DATE:	09/20/2024
APPROVAL RECOMMENDED BY:	Andrew Bianchi	DATE:	09/20/2024
APPROVED AND AUTHORIZED BY:	Grace Regidor	DATE:	09/20/2024

RECIPIENT REMARKS:

DIVISION REMARKS: 09/09/2024 - Federal share for this project is on a Pro Rata basis.(JF)

Twin Peaks Promenade - Grant Budget

Project Budget			Funding Sources	Amount
Construction Hard Costs	\$2,593,800		Regional Park Program Grant	\$1,500,000
Soft Costs	\$496,000		2020 Health & Safety Bond	\$96,108
			Regional Trail Program Grant	\$1,493,692.00
Total Project Budget	\$3,089,800		Total Funding Source	\$3,089,800



California Department of  
Parks and Recreation

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page\_id=23110)

For Immediate Release: 2/5/2024

# California State Parks Recommends \$6.7 Million in Grants to Develop and Renovate Local Recreational Trails

**Contact:**

[Newsroom@parks.ca.gov](mailto:Newsroom@parks.ca.gov) (<mailto:Newsroom@parks.ca.gov>)

*SACRAMENTO, Calif.*— California State Parks has recommended \$6.7 million to the Federal Highway Administration's Recreation Trails grant program (RTP) for seven local nonmotorized trail projects. Cities such as Galt in Sacramento County would receive funding to develop 1,500 linear feet of paved trail extending the Emerald Vista Trail in two sections. In Santa Clara County, the City of Gilroy would be able to construct a new 4,500 linear foot multiuse trail segment with educational signage and distance markers from Kern Avenue to Day Road.

Grant programs such as RTP help [advance outdoor access \(https://www.gov.ca.gov/outdooraccessforall\)](https://www.gov.ca.gov/outdooraccessforall) by providing funds to local, state, federal, and nonprofit organizations to develop non-motorized recreation trails (paved, non-paved, and backcountry) and trail-related facilities projects as well as acquire trail corridors. Since 1993, approximately 300 RTP non-motorized trails and facilities throughout California have been created or improved from \$60 million in grant funding.

The list of recommended nonmotorized RTP projects for California includes:

## Los Angeles County

- **Glendora:** *City of Glendora, Glendora Urban Trails System Phase 2 and 3:* \$1 million to construct approximately 1.5 miles of new multiuse trail, security gates, safety fencing, seating boulders, wayfinding, interpretive signage, monument signage, a bicycle repair station, and bike racks.
- **Pasadena:** *City of Pasadena, One Arroyo Trail Critical Linkages Project:* \$500,000 to construct two new multiuse trails and restore approximately 3.5 miles of multiuse trails, including stone terracing,

foot bridges, guardrails, stairs, boulders, trailheads, and benches.

## **Mendocino County**

- **Ukiah:** *Save the Redwoods League, Montgomery Wood Gathering Area/Visitor Amenities:* \$608,000 to construct 534 feet of new trail with elevated walkways and gathering areas, and revegetate areas disturbed by social trails at Montgomery Woods State Natural Reserve.

## **Monterey County**

- **Seaside:** *City of Seaside, Laguna Grande Regional Park Trail:* \$1,624,418 to renovate and expand approximately 1.5 miles of multiuse trail with benches, interpretive signage, drinking fountains, trash and recycling receptacles, and shade structures.

## **Nevada County**

- **Truckee:** *Town of Truckee, Riverview Sports Park Trail Connection:* \$660,000 to construct 900 linear feet of new multiuse paved trail, educational signage and a bike rack to form connections to Truckee River Legacy Trail, Joerger Ranch Trail, and the Riverview Sports Park.

## **Sacramento County**

- **Galt:** *City of Galt, Emerald Vista Trail Extension:* \$413,000 to develop 1,500 linear feet of paved trail extending the Emerald Vista Trail in two sections.

## **Santa Clara County**

- **Gilroy:** *City of Gilroy, Lions Creek Trail:* \$200,000 to construct a new 4,500 linear foot multiuse trail segment with educational signage and distance markers from Kern Avenue to Day Road.

## **San Francisco County**

- **San Francisco:** *City and County of San Francisco Recreation and Park Department, Twin Peaks Promenade:* \$1,493,692 to construct a new Twin Peaks Promenade combination asphalt/multiuse aggregate 1,660 linear foot trail with overlook seating areas, educational and wayfinding signage, a paved parking area, and landscaping.

## **Siskiyou County**

- **Mount Shasta:** *United States Forest Service, Shasta-Trinity National Forest, Gateway Phase 2 Trail Project – Big Mountain Zone:* \$200,890 to construct 2 miles of new multiuse trails at Mount Shasta.

State Parks conducted a competitive review process and recommended the projects to the RTP. The federal Bipartisan Infrastructure Law of 2021 Authorization provides funding for the program. Eligible applicants

include cities, counties, districts, state agencies, federal agencies, and nonprofit organizations with management responsibilities of public lands.

The RTP requires a minimum 12% match derived from local sponsors and state funds. FHWA must approve project recommendations before State Parks can execute grant agreements with these local agencies. Prior to forwarding these projects to FHWA, each recommended project must comply with the National Historical Preservation Act of 1966 (Section 106) ([https://ohp.parks.ca.gov/?page\\_id=1071](https://ohp.parks.ca.gov/?page_id=1071)) and the National Environmental Policy Act (<https://www.epa.gov/nepa>), and be listed on the State Transportation Improvement Plan (<https://catc.ca.gov/programs/state-transportation-improvement-program>). Compliance with these requirements can take approximately nine months to a year to complete.

After the local sponsors complete the three federal requirements listed above, applications are sent to FHWA for their final review. There is a 30-day final approval window once FHWA receives the applications from State Parks. For detailed information on the program, please visit [parks.ca.gov/rtpnm](https://parks.ca.gov/rtpnm) ([https://www.parks.ca.gov/?page\\_id=24324](https://www.parks.ca.gov/?page_id=24324)).





*Completed Recreational Trails Program projects: Top (left to right): Tracks at Brea in the City of Brea. Steep Canyon Trail in the City of Diamond Bar. Bottom (left to right): El Dorado Trail extension in El Dorado County. Taylor Mountain Trails in Sonoma County. Tahoe Pyramid Bikeway in the Truckee/Donner area. Photos from California State Parks.*

Subscribe to California State Parks News via e-mail at [NewsRoom@parks.ca.gov](mailto:NewsRoom@parks.ca.gov)  
(<mailto:NewsRoom@parks.ca.gov>)

California State Parks provides for the health, inspiration and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high quality outdoor recreation.

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# Contact Us

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**RECREATION AND PARK COMMISSION**  
**City and County of San Francisco**  
**Resolution Number 2309-010**

**APPROVING THE APPLICATION FOR THE RECREATIONAL TRAIL  
PROGRAM FOR TWIN PEAKS PROMENADE PROJECT**

**WHEREAS**, The Fixing America's Surface Transportation Act (FAST-ACT) provides funds to the State of California for Grants to federal, state, local and non-profit organizations to acquire, develop and/or maintain motorized and non-motorized trail Projects; and

**WHEREAS**, The State Department of Parks and Recreation has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing Project Application under the program; and

**WHEREAS**, Said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of Application(s) before submission of said Application(s) to the State; and

**WHEREAS**, The Applicant will enter into a Contract with the State of California to complete the Project(s); now, Therefore, be it

**RESOLVED** that the San Francisco Recreation and Park Commission hereby:

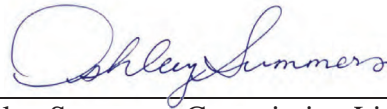
1. Approves the filing of an Application for the Recreational Trails Program; and
2. Certifies that the Project is consistent with the Applicant's general plan or the equivalent planning document; and
3. Certifies that said Applicant has or will have available prior to commencement of any work on the Project(s) included in this Application, sufficient funds to operate and maintain the Project(s); and
4. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the Contract shown in the Procedural Guide; and
5. Appoints the General Manager and their designee(s) as agent to conduct all negotiations, execute and submit all documents, including, but not limited to Applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the Project; and
6. Agrees to comply with all applicable federal, state and local laws, ordinances, rules,

regulations and guidelines.

Adopted by the following vote:

Ayes	7
Noes	0
Absent	0

I hereby certify that the foregoing resolution was adopted at the Recreation and Park Commission meeting held on September 21, 2023.



---

Ashley Summers, Commission Liaison



London N. Breed, Mayor  
Philip A. Ginsburg, General Manager

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

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

**DATE:** October 23, 2024

**SUBJECT:** Accept and Expend Grant

**GRANT TITLE:** Recreational Trail Program (RTP) Grant for Twin Peaks  
Promenade Project

- 
- ☒ Proposed grant accept and expend resolution; original signed by Department Head, Controller's Office, and Mayor
- ☒ Grant Information Form
- ☒ Grant Budget
- ☒ Recreation and Park Commission Resolution
- ☒ Award Notification
- ☒ Grant Contract Template

**Special Timeline Requirements:**

**Departmental representative to receive a copy of the adopted resolution:**

Name: Toni Moran

Phone: 415 794-8173

Interoffice Mail Address:

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)



London N. Breed, Mayor  
Philip A. Ginsburg, General Manager

**TO:** Board of Supervisors

**FROM:** Toni Moran, Analyst  
Recreation and Park Department

**DATE:** October 23, 2024

**SUBJECT:** Retroactive – Grant Accept and Expend – Recreation Trail Program (RTP) Grant for Twin Peaks Promenade Project

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The Grant Accept and Expend is retroactive because the grant contract performance period will be backdated to September 20, 2024, the date of grant contract was approval by the Federal Highway Administration.

RPD has not expended any grant funds to date but has identified planning cost occurring after June 30, 2023, that will provide a portion of the grant match.

Should you have further questions, please contact Toni Moran at [toni.moran@sfgov.org](mailto:toni.moran@sfgov.org)

**From:** [Trejo, Sara \(MYR\)](#)  
**To:** [BOS Legislation, \(BOS\)](#)  
**Cc:** [Paulino, Tom \(MYR\)](#); [Thongsavat, Adam \(BOS\)](#); [Low, Jen \(BOS\)](#); [Ng, Beverly \(REC\)](#); [Moran, Toni \(REC\)](#); [Bradley, Stacy \(REC\)](#)  
**Subject:** Mayor -- Resolution -- Twin Peaks Promenade Project A&E  
**Date:** Tuesday, December 3, 2024 2:34:50 PM  
**Attachments:** [1. Grant Memo to Clerk of the Board.docx.pdf](#)  
[2. RTP Grant Accept Expend Resolution - Twin Peaks Rev.1.doc](#)  
[2. Retroactivity Memo - Twin Peaks RecTrail Program.docx.pdf](#)  
[2. RTP Grant Accept Expend Resolution - Twin Peaks Rev.1.doc.pdf](#)  
[3. Grant Information Form r1.pdf](#)  
[4. Grant Budget.xlsx.pdf](#)  
[5. Res. 2309-10 -Twin Peaks.pdf](#)  
[6. Award Announcement Email Confirmation.pdf](#)  
[7. RTP Grant Contract Package.pdf](#)  
[RE REC Retro AE for Review - Twin Peaks Recreational Trails Grant.msg](#)

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Hello Clerks,

Attached is a Resolution retroactively authorizing the Recreation and Park Department (RPD) to accept and expend grant funds in the amount of \$1,493,692 from the California Department of Parks and Recreation (CDPR) for the Twin Peaks Promenade Project; approve the Grant contract with CDPR that requires RPD to operate and maintain the project for a period of 20-years commencing upon project completion, pursuant to Charter, Section 9.118(b), and authorize the RPD General Manager to negotiate agreements with the State concerning the administration of the grants.

Please note, Supervisors Mandelman and Melgar are cosponsors of this item.

Best regards,

**Sara Trejo**

Legislative Aide

Office of the Mayor

City and County of San Francisco