

1 [Accept and Expend Grant - Retroactive - San Francisco Parks Alliance - Crane Cove Park -
2 Up to \$7,000,000]

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3 **Resolution retroactively authorizing the Port of San Francisco to execute a**
4 **Memorandum of Understanding and accept and expend grants from the San Francisco**
5 **Parks Alliance of up to \$7,000,000 to fund the completion of certain project**
6 **components of Crane Cove Park for the period of April 2020 to March 2028.**

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8 WHEREAS, The Port manages the San Francisco waterfront within its jurisdictional
9 boundaries as the gateway to a world-class city, and advances environmentally and financially
10 sustainable maritime, recreational and economic opportunities to serve the City, Bay Area,
11 and California; and

12 WHEREAS, The Port delivers vibrant and diverse waterfront experiences that enrich
13 the City and San Francisco Bay Area; and

14 WHEREAS, The Port is currently completing the construction of Crane Cove Park,
15 which will be a new 7-acre park on Port property, located in the Central Waterfront generally
16 between 19th Street and Mariposa Streets east of Illinois Street, and opened in September of
17 2020; and

18 WHEREAS, Crane Cove Park will be a major new public open space that preserves
19 historic maritime resources, provides public access to and recreation opportunities along the
20 Bay, and contributes to a vibrant new Pier 70 neighborhood, and expands the Port's necklace
21 of public open spaces; and

22 WHEREAS, The Crane Cove Park Project (Project) is a long-standing project of the
23 Port, and was first identified as a project in the Port's Waterfront Land Use Plan adopted in
24 1997, and further articulated in the Port's Pier 70 Preferred Master Plan, which was endorsed
25 by the Port Commission in 2010; and

1 WHEREAS, The Port has thus far committed \$36.6 million to the Project, and
2 estimates that approximately \$6.122 million is required to fund the remaining components of
3 work; and

4 WHEREAS, San Francisco Parks Alliance (SFPA) and the Port have negotiated a
5 Memorandum of Understanding (the “MOU”) under which they will partner on a Crane Cove
6 Park Fundraising Campaign to raise private funds and in-kind contributions over the next five
7 to eight years to complete remaining Project components including the children’s playground,
8 dog run, and restoring the two historic crane tops, all on terms as described in the MOU; and

9 WHEREAS, SFPA intends to provide such private support in the form of cash and in-
10 kind contributions with a total value of up to \$7 million; and

11 WHEREAS, Pursuant to the MOU, each specific gift and grant will be governed by a
12 specific separate grant agreement subject to approval by the Port Commission; and

13 WHEREAS, The Port proposes to maximize use of available grant funds on project
14 expenditures by not including indirect costs in the grant budget; and

15 WHEREAS, On November 12, 2019, the Port Commission voted, by Resolution No.
16 19-45, to approve the MOU and authorize Port staff to seek Board of Supervisors’ approval of
17 the MOU and to accept and expend grant funds and in-kind contributions made in connection
18 with the Crane Cove Park Fundraising Campaign; and

19 WHEREAS, Since the Port Commission approval further budget refinements were
20 made and therefore the fundraising goal has increased to \$7 million; the Port Commission will
21 approve any increased amounts raised through approval of each grant agreement; and

22 WHEREAS, On September 24, 2020, the Office of the Controller conducted a Public
23 Integrity Review to examine gifts made to departments through non-city organizations; the
24 preliminary assessment resulted in several recommendations, one of which was to require
25 departments and non-city organizations to formalize their relationships through

1 Memorandums of Understanding that are posted to department websites and include: a) a
2 requirement to adhere to city law on the acceptance of gifts, including the Administrative
3 Code, Section 10.100-305, or other sections that apply to the department; b) an agreement to
4 comply with the Sunshine Ordinance, Section 67.29-6; c) a clause granting the Controller
5 audit authority and access to the organization's records; d) regular public reporting on these
6 funds to occur not less than annually, at the donor or payee recipient level, and posted on the
7 recipient department's website; e) a requirement to report donations, including grants, on the
8 organization's website; f) clearly defined roles regarding expenditures, including prohibitions
9 against spending directed or controlled by the recipient; and

10 WHEREAS, Requirements outlined in the Public Integrity Report have been
11 incorporated into the MOU; now, therefore, be it

12 RESOLVED, That the Board of Supervisors approves the MOU pursuant to Charter,
13 Section 9.118, and authorizes the Executive Director of the Port to accept and expend up to a
14 total value of \$7 million in grant funds, in-kind contributions and other donations from the San
15 Francisco Park Alliance from the Crane Cove Park Fundraising Campaign to fund the
16 completion certain project components of Crane Cove Park over the next five to eight years
17 subject to the terms and conditions of specific grant agreements approved by the Port
18 Commission; and, be it

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

21 FURTHER RESOLVED, That the Board of Supervisors authorizes the Port Executive
22 Director to enter into any modifications to the MOU and to execute such other agreements
23 related thereto including specific grant agreements approved by the Port Commission that the
24 Port Executive Director determines, in consultation with the City Attorney, are in the best
25 interests of the City, do not materially increase the obligations or liabilities of the City, are

1 necessary or advisable to effectuate the purposes of this Resolution, and are in compliance
2 with all applicable laws, including the City's Charter; and, be it

3 FURTHER RESOLVED, That within thirty (30) days of the MOU being fully executed by
4 all parties, the Port shall provide the final MOU to the Clerk of the Board for inclusion into the
5 official file.

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8 Recommended:

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11 /s/ _____

12 Executive Director, Port of San Francisco

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15 Approved:

Approved:

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18 /s/ _____

/s/ _____

19 Mayor

Controller

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Approved as to MOU Audit and Financial Reporting

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Inclusion and Accept and Expend Provisions

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