

File No. 130122

Committee Item No. 2

Board Item No. \_\_\_\_\_

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance SUB-Committee Date 03/06/2013

Board of Supervisors Meeting

Date \_\_\_\_\_

#### Cmte Board

- |                                     |                          |  |
|-------------------------------------|--------------------------|--|
| <input type="checkbox"/>            | <input type="checkbox"/> | Motion                                       |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Resolution                                   |
| <input type="checkbox"/>            | <input type="checkbox"/> | Ordinance                                    |
| <input type="checkbox"/>            | <input type="checkbox"/> | Legislative Digest                           |
| <input type="checkbox"/>            | <input type="checkbox"/> | Budget and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/> | Legislative Analyst Report                   |
| <input type="checkbox"/>            | <input type="checkbox"/> | Youth Commission Report                      |
| <input type="checkbox"/>            | <input type="checkbox"/> | Introduction Form (for hearings)             |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/>            | <input type="checkbox"/> | MOU  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Grant Information Form                       |
| <input type="checkbox"/>            | <input type="checkbox"/> | Grant Budget                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Subcontract Budget                           |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement                           |
| <input type="checkbox"/>            | <input type="checkbox"/> | Form 126 – Ethics Commission                 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Award Letter                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Application                                  |
| <input type="checkbox"/>            | <input type="checkbox"/> | Public Correspondence                        |

OTHER (Use back side if additional space is needed)

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Completed by: Victor Young Date March 1, 2013

Completed by: Victor Young Date \_\_\_\_\_

1 [Accept and Expend Grant - Boeddeker and Promontory Parks Projects - \$776,500]

2  
3 **Resolution authorizing the Recreation and Park Department to retroactively accept and**  
4 **expend a grant in the amount of \$776,500 from the California Department of Housing**  
5 **and Community Development for the Recreation and Park Department's Boeddeker**  
6 **Park Project (\$450,000) and the Mayor's Office of Housing Promontory Park Project**  
7 **(\$326,500) for the period of November 28, 2012, through June 30, 2016.**

8  
9 WHEREAS, The City and County of San Francisco ("City") owns real property located  
10 in the Tenderloin neighborhood Block 0332, Lot 006, known as Boeddeker Park; and

11 WHEREAS, The City, through the Recreation and Park Department (RPD), operates  
12 Boeddeker Park; and

13 WHEREAS, The City is providing financial assistance to the San Francisco Housing  
14 Authority and Hunters View Associates, LP ("Developer") under the HOPE SF program for the  
15 demolition and construction of public housing in conjunction with affordable housing and  
16 market-rate housing for the development known as Hunters View; and

17 WHEREAS the Developer owns an interest in the real property located in the Hunters  
18 Point neighborhood on Block 4624 Lots 23, 24, 35, 25 & 29 which will be the future site of  
19 Promontory Park, which park will serve the residents of the new HOPE SF Hunters View  
20 development; and

21 WHEREAS, The State of California Department of Housing and Community  
22 Development (Department) administers the Housing Related Parks (HRP) Program which is  
23 funded through Proposition C, the Housing and Emergency Shelter Trust Fund Act of 2006;  
24 and

1           WHEREAS, The HRP Program provides funding to local governments that have  
2 demonstrated a commitment to affordable housing at a time when the housing market has  
3 proven to be a significant challenge for California families and low wage workers; and

4           WHEREAS, On April 3, 2012, the Board of Supervisors adopted Resolution No. 118-12  
5 which authorized the Recreation and Park Department (RPD) to apply for an HRP Program  
6 grant for the Boeddeker Park Project to be administered by RPD and the Promontory Park  
7 Project to be administered by the Mayor's Office of Housing (MOH), and to serve as the lead  
8 agency for the grant by entering into a State of California Standard Agreement, a copy which  
9 is on file with the Clerk of the Board in File No. 130122; and

10           WHEREAS, The Department awarded the City \$776,500 in HRP grant funds ("the  
11 Grant") based on RPD's application submitted for Boeddeker Park and Promontory Park; and

12           WHEREAS, On October 18, 2012, the Recreation and Park Commission, under  
13 Resolution No. 1210-010 recommended that the Board of Supervisors accept and expend the  
14 Grant; and

15           WHEREAS, HRP grant funds in the amount of \$450,000 will be allocated to RPD's  
16 Boeddeker Park Project and HRP grant funds in the amount of \$326,500 will be allocated to  
17 MOH's Promontory Park Project; and

18           WHEREAS, As the lead agency, RPD will oversee the administration of the grant funds  
19 and will work-order \$326,500 in grant funds to MOH for the Promontory Park Project; and

20           WHEREAS, The Grant does not require an ASO Amendment; and

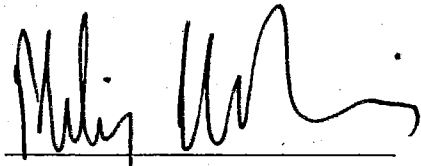
21           WHEREAS, RPD and MOH propose to maximize the use of available Grant funds on  
22 program expenditures by not including indirect costs in the Grant budget; now, therefore, be it

23           RESOLVED, That the City and County of San Francisco Board of Supervisors hereby  
24 authorizes the Recreation and Park Department to accept and expend a grant in the amount  
25 of \$776,500 from the California Department of Housing and Community Development for the

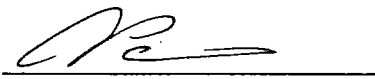
1 Recreation and Park Department's Boeddeker Park Project (\$450,000) and the Mayor's Office  
2 of Housing Promontory Park Project (\$326,500); and be it

3 FURTHER RESOLVED, That the City and County of San Francisco waives inclusion of  
4 indirect costs in the grant budget.

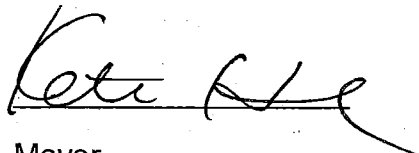
5  
6  
7 Recommended:

8  
9   
10 \_\_\_\_\_  
11 General Manager, Recreation and Park Department

12  
13  
14 Approved:

15  
16   
17 \_\_\_\_\_  
18 Controller

Approved:

19  
20   
21 \_\_\_\_\_  
22 Mayor



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

**TO:** Angela Calvillo, Clerk of the Board of Supervisors  
**FROM:** Philip A. Ginsburg, General Manager  
**THRU:** Toni Moran, Planning & Capital Division Grants Manager  
**DATE:** December 13, 2012  
**SUBJECT:** Accept and Expend Resolution  
**GRANT TITLE:** Housing and Community Development Housing Related Parks Grant

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

- Proposed grant resolution; original signed by Department, Mayor, Controller
- Grant information form, including disability checklist for Boeddeker Park
- Grant information form, including disability checklist for Promontory Park
- Grant budget for Boeddeker Park
- Grant budget for Promontory Park Park
- Grant award letter from funding agency
- Grant Application
- Grant agreement

**Special Timeline Requirements:** Both projects in construction and need funding.

Departmental representative to receive a copy of the adopted resolution:

**Name:** Toni Moran **Phone:** (415) 581 -2555

**Interoffice Mail Address:** 30 Van Ness Ave. 5<sup>th</sup> Floor

**Certified copy required** Yes

No



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: Housing Related Parks Program Grant

2. Department: Recreation and Park Department

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

4. Grant Approval Status (check one):

Approved by funding agency

Not yet approved

5. Amount of Grant Funding Approved or Applied for: \$450,000

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 \$700,000

Statewide Park Community Revitalization Grant, \$4,000,000

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: November 28, 2012

End-Date: June 30, 2016

Note: Grant funds will not be expended prior to July 1, 2010.

10a. Amount budgeted for contractual services: \$450,000

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  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?  
 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? Recreation and Park Department and capital division overhead charges

12. Any other significant grant requirements or comments: Grant funds must be deposited in an interest bearing checking or savings account. Grant funds must be requested by April 30, 2016 and expended by June 30, 2012. Advanced funds must be expended within 90 days. Annual reports are required 30 days after December 31<sup>st</sup> of each year during the term of the Agreement for as long as there are unexpended grant funds.

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

Jim Whipple from the Mayor's Office on Disability approved the design on March 29, 2011.

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

Paulina Araica

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

(Title)

Date Reviewed: 11/6/12

*Paulina Araica, RPP/PLK*

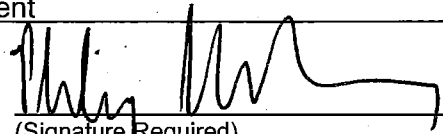


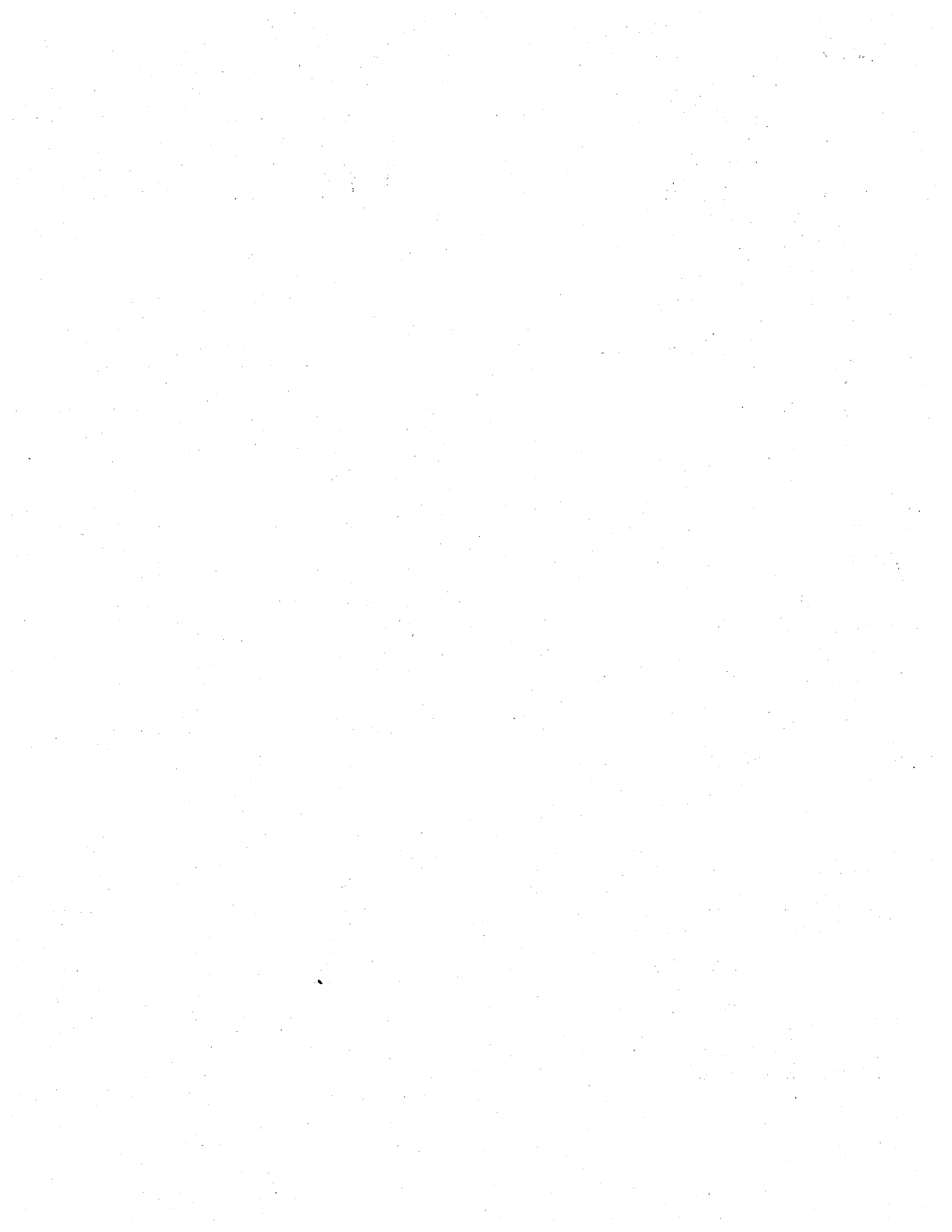
Department Head or Designee Approval of Grant Information Form:

Philip A. Ginsburg  
(Name)

General Manager, San Francisco Recreation and Parks Department  
(Title)

Date Reviewed: 11/8/07

  
(Signature Required)



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: Housing Related Parks Program Grant
2. Department: Recreation and Park Department
3. Contact Person: Toni Moran                      Telephone: 415 581-2555
4. Grant Approval Status (check one):  
 Approved by funding agency                       Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$326,500
- 6a. Matching Funds Required: N/A.  
b. Source(s) of matching funds (if applicable):
- 7a. Grant Source Agency: State of California, Department of Housing and Community Development  
b. Grant Pass-Through Agency (if applicable): N/A

8. Proposed Grant Project Summary:  
This grant provides additional funding to develop Hunters View Promontory Park as part of the Hunters View public housing revitalization project, a HOPE SF Initiative site. The project will include development of a new lawn, play structure, terraces and walkways, tree planting and access between the park and a community room and kitchen being constructed adjacent to the park. RPD plans to work order these funds to the Mayor's Office of Housing to administer in coordination with the Hunters View development team. The project is estimated to cost \$2,570,679 with additional funding provided by a state HCD Infill Infrastructure grant, the Mayor's Office of Housing, and the Stewardship Council.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:  
Start-Date: November 28, 2012                      End-Date: June 30, 2016

- 10 a. Amount budgeted for contractual services 100% of the grant funds will go to the project sponsor, Hunters View Associates (John Stewart Company affiliate) in the form of a City loan.  
b. Will contractual services be put out to bid? N/A Project sponsor was previously selected as part of MOH's competitive process for selecting a project developer.  
c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements? N/A
- d. Is this likely to be a one-time or ongoing request for contracting out? N/A
11. Does the budget include indirect costs?                       Yes                       No

b1. If yes, how much?

b2. How was the amount calculated?

c1. If no, why are indirect costs not included?

- 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? Indirect costs of X percent, or \$>>>, are incorporated into the Department's budget.

12. Any other significant grant requirements or comments:

Grant funds must be deposited in an interest bearing checking or savings account. Grant funds must be requested by April 30, 2016 and expended by June 30, 2012. Advanced funds must be expended within 90 days. Annual reports are required 30 days after December 31<sup>st</sup> of each year during the term of the Agreement for as long as there are unexpended grant funds.

**\*\*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:

MOD has approved the plans and signed the building permit for this project.

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: 11/5/12

*Paulina Araica, PPD PM*  
(Signature Required)

(Signature Required)

**Department Head or Designee Approval of Grant Information Form:**

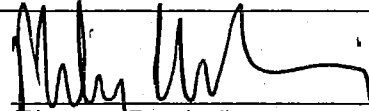
Philip A. Ginsburg

(Name)

General Manager, Recreation and Parks Department

(Title)

Date Reviewed: 11/8/12

  
(Signature Required)



## Grant Budget

### Boeddeker Park Project

#### Scope of Construction Contract

Construction of a new 4,300 sq. ft. clubhouse,

Construction of outdoor plazas and basketball courts

Playground Equipment

Fencing

Landscaping.

All cost from this funding source will cover construction contract cost. Force Account Labor and other soft cost will be covered by non-grant sources.

Total Housing Related Park Grant \$450,000

## Grant Budget

### Promontory New Park Development

#### Scope of Construction Contract

Lawn Installation

Play Structures and Equipment

Pathway Construction

Landscaping and tree planting

All cost from this funding source will cover construction contract cost. Force Account Labor and other soft cost will be covered by non-grant sources.

Total Housing Related Park Grant \$326,500



**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
DIVISION OF HOUSING POLICY DEVELOPMENT**

1800 Third Street, Suite 430  
P. O. Box 952053  
Sacramento, CA 94252-2053  
(916) 323-3177 / FAX (916) 327-2643  
[www.hcd.ca.gov](http://www.hcd.ca.gov)



June 27, 2012

Mr. Philip A. Ginsburg  
General Manager  
San Francisco Recreation and Parks Department  
30 Van Ness Avenue, 5th Floor  
San Francisco, CA 94102

Dear Mr. Ginsburg:

The Department of Housing and Community Development (Department) is pleased to announce the City and County of San Francisco as a recipient of a Housing Related Parks (HRP) Program award. Funding for the HRP Program is available pursuant to the Housing and Emergency Shelter Trust Fund Act of 2006 (Proposition IC). The goal of the HRP Program is to encourage and incentivize new housing affordable to lower-income households and reward local governments for approving housing projects affordable to lower-income households and the workforce. The HRP Program reflects the Department's commitment to work in partnership with local governments to address California's critical housing and community development needs, recognizing and reinforcing the critical linkages between housing, jobs, and the economy in creating vital, livable communities.

As you know, all local government applicants with housing starts for new rental or ownership housing units affordable to lower-income households and which are in compliance with State housing element law, are eligible to receive HRP Program grant funds for use in local capital improvement park-related projects. The application submitted in response to the Department's HRP Program DPY 2011 Notice of Funding Availability (NOFA) indicated the City and County of San Francisco met these program requirements and has implemented the objectives of the Program. This letter, therefore, constitutes a conditional commitment of grant funds in the amount of \$776,500.

Staff will be contacting you shortly to initiate the process of preparing the Standard Agreement for fund distribution. Please note, no funds may be expended, nor any costs incurred, until a contract is fully executed. Again, congratulations on meeting the goals of the HRP Program. For further information concerning this award, please contact Jennifer Seeger, Program Manager, at [jseeger@hcd.ca.gov](mailto:jseeger@hcd.ca.gov) or (916) 445-4728.

Sincerely,

Linn Warren  
Director

cc: Toni Moran, Environmental Specialist





Department of Housing and Community Development  
**HOUSING-RELATED PARKS PROGRAM**

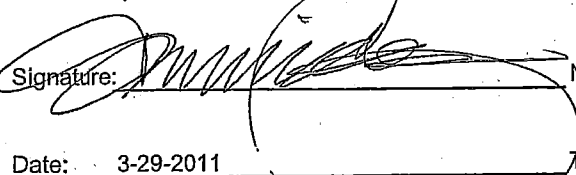
Grant Application  
2011 Designated Program Year NOFA

**Applicant Information**

Applicant:	San Francisco Recreation and Parks Department		
Mailing Address:	30 Van Ness Avenue, Fifth Floor		
City:	San Francisco		
State:	California	Zip Code:	94102
County:	San Francisco		
Website:	<a href="http://sfrecpark.org/">http://sfrecpark.org/</a>		
Authorized Representative Name:	Philip A. Ginsburg		
Authorized Representative Title:	General Manager		
Phone:	415 831-2701	Fax:	415 831-2096
Email:	<a href="mailto:philip.ginsburg@sfgov.org">philip.ginsburg@sfgov.org</a>		
Contact Person Name:	Toni Moran		
Contact Person Title:	Environmental Specialist		
Phone:	415 581-2555	Fax:	415 581-2540
Email:	<a href="mailto:toni.moran@sfgov.org">toni.moran@sfgov.org</a>		

**Applicant Certification**

As the official designated by the governing body, I hereby certify that if approved by HCD for funding through the HRP Program, the San Francisco Recreation and Parks Department assumes the responsibilities specified in the HRP Program Notice of Funding Availability and Program Guidelines and certifies that the information, statements, and attachments contained in this application are, to the best of my knowledge and belief, true and correct.

Signature:  Name: Dennis Kern for Philip A. Ginsburg

Date: 3-29-2011 Title: Acting General Manager

**Legislative Information**

Please list all representatives for the City/County. Attach additional sheets if necessary.  
 Legislative information is available at <http://www.leginfo.ca.gov>

Applicant: San Francisco Recreation and Parks Department

	District	Legislator Name
Federal Congressional District:	8	Congresswoman Nancy Pelosi
		Senator Diane Feinstein
		Senator Barbara Boxer
State Assembly District:	13	Tom Ammiano
	12	Fiona Ma
State Senate District:	3	Mark Leno
	8	Leland Yee

## Eligibility Threshold Requirements

Applicant: San Francisco Recreation and Parks Department

### 1. HOUSING ELEMENT COMPLIANCE

Does the applicant have an adopted housing element which has been found to be in substantial compliance with Housing Element Law pursuant to Government Code Section 65585 which was submitted to the Department by December 31, 2011 ?

YES      Date Adopted: March 24, 2011       NO

### 2. ANNUAL PROGRESS REPORT SUBMITTAL

Has the applicant submitted to the Department the Annual Progress Report for either calendar year 2009 and/ or 2010, pursuant to Government Code Section 65400, on the jurisdiction's progress in implementing the housing element prior to December 31, 2010?

*Please note:*  
*applicants must submit the 2009 Annual Progress Report in order to be eligible to receive funding for housing starts from 2010. To receiving funding for 2011 housing starts, the 2010 CY Annual Progress Report must be submitted to the Department. If applying for funds based on housing starts for both 2010 and 2011, both the CY 2009 and 2010 Annual Progress Reports must be submitted to the Department by no later than December 31, 2011.*

<input checked="" type="checkbox"/> 2009 CY report	Date Submitted	December 8, 2011
<input checked="" type="checkbox"/> 2010 CY report	Date Submitted	December 8, 2011

### 3. HOUSING STARTS

Has the applicant issued Housing Starts for new affordable housing units during calendar year 2010 which meet the affordability requirements for extremely low-, very low- or low-income households?

YES       YES

### 4. MINIMUM GRANT AMOUNT

Does the applicant meet the minimum grant amount of \$75,000, including any bonus awards, based on Housing Starts from the 2010 calendar year?

YES       NO

If No, the applicant may combine eligible 2010 Housing Starts with one or more subsequent funding rounds and apply once able to meet the minimum qualification amount using combined Housing Starts

Please note, however, to carry-over 2010 Housing Starts, all other threshold requirements (i.e. housing element compliance and submittal of the APR) must be met by close of the 2010 program year.

Please refer to Section 102(b)(4) of the Program Guidelines for additional information.

**Note: If the applicant has answered NO to any of the questions above, the application will not be reviewed further and the applicant is ineligible for funding.**

## Comprehensive Unit Listing

Applicant: #REF!

As stated in Section 108(f) of the Program Guidelines, grant funds will be disbursed upon receipt by the Department of documentation of a certificate of occupancy, final inspection, or other comparable local approval evidencing completion of the Eligible Units by which the applicant qualified for Program funding. Please provide a listing, by unique project identifier used in the Project Cover Sheet, for all units contained in this application. The Department will use this listing in both reviewing the application to determine eligibility of each project and tracking documentation of completion and issuance of program funds upon documentation of occupancy of each individual eligible unit.

*\*\*If necessary, please add additional rows to accommodate all eligible projects\*\**

Project Identifier from Project Summary Sheet	Unit Count							Base Award Amount	Bonus Awards					TOTAL  Total Award Amount
	A	B	C	D	E	F	G		Infill units?	Infill Supporting/ Regional Blueprint?	Park Deficient Community?	Disadvantaged Community?	Total Bonus Funds	
	# of ELI units	# VL units	# of L units	# of ELI bedrooms	# of VL bedrooms	# of L bedrooms	Total # of bedrooms							
SAMPLE PROJECT		24	25		30	31	61	\$38,000	No	Yes	No	No	\$6,100	\$44,100
						0	0	\$0	No	No	No	No	\$0	\$0
150 Otis Street	75	0	0	75	0	0	75	\$75,000	Yes	Yes	No	Yes	\$33,750	\$108,750
701 Golden Gate Avenue	20	79	0	20	79	0	99	\$79,250	Yes	Yes	No	Yes	\$44,550	\$123,800
220 Golden Gate Avenue	172	0	0	172	0	0	172	\$172,000	Yes	Yes	No	Yes	\$77,400	\$249,400
121 Golden Gate Avenue							0	\$0	Yes	Yes	No	Yes	\$0	\$0
1251 Turk Street							0	\$0	Yes	Yes	No	Yes	\$0	\$0
1075 Le Conte Avenue							0	\$0	Yes	Yes	No	Yes	\$0	\$0
25 Essex Street							0	\$0	Yes	Yes	No	Yes	\$0	\$0
1180 4th Street							0	\$0	Yes	Yes	No	Yes	\$0	\$0
60 West Point Road	17	35	0	44	92	0	136	\$113,000	Yes	Yes	No	Yes	\$61,200	\$174,200
52 Middle Point Road	5	7	0	16	17	0	33	\$28,750	Yes	Yes	No	Yes	\$14,850	\$43,600
11 West Point Road	3	10	0	8	25	0	33	\$26,750	Yes	Yes	No	Yes	\$14,850	\$41,600
63 West Point Road							0	\$0	Yes	Yes	No	Yes	\$0	\$0
61 West Point Road							0	\$0	Yes	Yes	No	Yes	\$0	\$0
1150 Ocean Avenue	0	0	26	0	37	0	37	\$27,750	Yes	Yes	No	Yes	\$16,650	\$44,400
							0	\$0					\$0	\$0
							0	\$0					\$0	\$0
							0	\$0					\$0	\$0
<b>TOTAL</b>	<b>292</b>	<b>131</b>	<b>26</b>	<b>335</b>	<b>250</b>	<b>0</b>	<b>585</b>	<b>\$522,500</b>					<b>\$263,250</b>	<b>\$785,750</b>

## Park and Recreation Facility (Park Project) Description

Applicant:	City and County of San Francisco		
Park Project Name:	Boeddeker Park and Clubhouse Renovation		
Park Project Location (include address, if known, or otherwise indicate nearest intersection):			
240 Eddy Street, San Francisco, CA 94102			
Park Project Census Tract: <small>(please use 11-digit census tract number as detailed in instructions)</small>	06-075-012500		
Senate and Assembly District for Park Project Location:	Senate District:	3	
	Assembly District:	13	
Is Park Project located within a Designated Catalyst Project as determined by HCD?			No
Park Project Summary: The Project will renovation an existing park by adding new recreation features, including a play area for school age children, regulation high school basketball court, adult fitness areas and perimeter walking path. The renovation will improve at several recreation features, including a new clubhouse that has direct connections with the park, is fully enclosed with safety glass for visibility and is more environmentally friendly; outdoor plazas for classes and activities; play areas for tots; a stage and performance			

Will the Park Project be in support of any Infill developments, as described in Section 106(e)? \* If so, please name at least one developments and indicate the development status (indicate N/A if not applicable) **OR** Does the jurisdiction's adopted General Plan conform to the region's adopted Regional Blueprint Plan? If so, please complete the Regional Blueprint Bonus Coversheet (next tab) and attach supporting documentation as required. **\*\*Please note if Park Project is located within the boundries of a designated Catalyst Project as indicated above, please click appropriate box below. No further documentation to demonstrate eligibility under this bonus criteria is necessary.**

Infill Supporting	<b>OR</b>	Regional Blueprint	If claiming Infill supporting, provide name/address of at least one infill development and status:
NO		NO	575 Leavenworth, Final Inspection Approved 11- 2001. See attached supporting document.
YES		YES	
<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Catalyst?			

Will the Park be located within a Disadvantaged Community, as described in Section 106(c)? \* Please note: to receive bonus funds the application must include supporting documentation.

YES	NO	See attached
<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	

Will the Park be located within a Park Deficient Community, as described in Section 106(d)? \* Please note: to receive bonus funds the application must include supporting documentation.

YES	NO	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	

### Project Cost Breakdown and Other Funding Sources

Project Cost			
Subproject	Estimated Cost	Subproject	Estimated Cost
Construction Costs	\$5,729,197.00	Project Management	\$600,000.00
Test, Inspections, Permits	\$210,000.00	Design and Construction Management	\$1,345,000.00
Escalation (2.5%)	\$130,209.00	Design Contingency	\$134,500.00

Total Project Cost: \$8,148,906.00

Other Funding Sources				
Name of Source	Dollar Amount		Name of Source	Dollar Amount
Statewide Park Grant	\$4,000,000.00		Community Opportunity Fund	\$209,274.00
Urban Greening Grant	\$493,000.00		Irwin Foundation	\$100,000
Housing Related Parks Grant	\$500,000.00		Trust for Public Land	\$2,846,632
			Total Other Funds	\$8,148,906.00

\* applicable Bonus Funds as detailed in Section 106 of the Program Guidelines



## Park and Recreation Facility (Park Project) Description

Applicant:		
Park Project Name:		Promontory Park
Park Project Location (include address, if known, or otherwise indicate nearest intersection): Keith Street and Fairfax Avenue		
Park Project Census Tract: <small>(please use 11-digit census tract number as detailed in instructions)</small>		06-075-023103
Senate and Assembly District for Park Project Location:		Senate District: 3 Assembly District: 13
Is Park Project located within a Designated Catalyst Project as determined by HCD?		No
Park Project Summary: See attached		

Will the Park Project be in support of any Infill developments, as described in Section 106(e)? \* If so, please name at least one developments and indicate the development status (indicate N/A if not applicable) **OR** Does the jurisdiction's adopted General Plan conform to the region's adopted Regional Blueprint Plan? If so, please complete the Regional Blueprint Bonus Coversheet (next tab) and attach supporting documentation as required. **\*\*Please note if Park Project is located within the boundaries of a designated Catalyst Project as indicated above, please click appropriate box below. No further documentation to demonstrate eligibility under this bonus criteria is necessary.**

Infill Supporting		<b>OR</b>	Regional Blueprint		If claiming Infill supporting, provide name/address of at least one infill development and status: 227-229 West Point Road, Under construction will be completed by April 2013 (107 units). 112 Middle Point Road in predevelopment to be completed in 2014. Hunters View Phase IIB - projected completion 2015. Hunters View Phase III - projected completion 2017. Jackie Robinson Apts. - 1340 Hudson Avenue (130 units - already occupied)
NO	YES		NO	YES	
<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
Catalyst?					

Will the Park be located within a Disadvantaged Community, as described in Section 106(c)? \* Please note: to receive bonus funds the application must include supporting documentation.

YES	NO	See attached
<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Will the Park be located within a Park Deficient Community, as described in Section 106(d)? \* Please note: to receive bonus funds the application must include supporting documentation.

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>

### Project Cost Breakdown and Other Funding Sources

Project Cost				
Subproject	Estimated Cost		Subproject	Estimated Cost
Construction Costs	\$2,120,679.00		Youth Engagement/Outreach	\$20,000.00
Architect & Engineering	\$280,000.00			
Environmental & Geotechnical	\$150,000.00			
<b>Total Project Cost:</b>				<b>\$2,570,679.00</b>

### Other Funding Sources

Name of Source	Dollar Amount		Name of Source	Dollar Amount
HCD IIG	\$745,729.00		Stewardship Council	\$100,000.00
HCD Park	\$1,205,950.00		TBD	\$250,000.00
MOH/SFRA	\$269,000.00			
			Total Other Funds	\$2,570,679.00

*\* applicable Bonus Funds as detailed in Section 106 of the Program Guidelines*

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

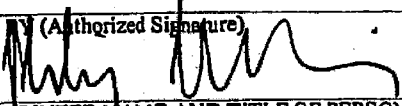
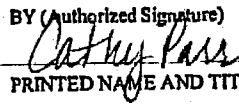
AGREEMENT NUMBER <b>11-HRPP-8333</b>
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:  
 STATE AGENCY'S NAME  
**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**  
 CONTRACTOR'S NAME  
**San Francisco Recreation and Parks Department**
- The term of this Agreement is: **Upon HCD Approval through 09/30/2016**
- The maximum amount of this Agreement is: **\$776,500.00**
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A - Authority, Purpose and Scope of Work	2
Exhibit B - Budget Detail and Payment Provisions	3
Exhibit C - State of California General Terms and Conditions*	GTC - 610
Exhibit D - HRPP Terms and Conditions	2
Exhibit E - Special Terms and Conditions	0
Exhibit F - Additional Provisions	0
Exhibit G - Definitions	0
<b>TOTAL NUMBER OF PAGES ATTACHED:</b>	<b>7 pages</b>

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.documents.dgs.ca.gov/ols/GTC-610.doc>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

<b>CONTRACTOR</b>		<b>California Department of          General Service          Use Only</b>          NOV 28 2012   <input checked="" type="checkbox"/> Exempt per: SCM 4.04.3 (DGS Memo dated 6/12/81)
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc)		
San Francisco Recreation and Parks Department		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 11/18/12	
PRINTED NAME AND TITLE OF PERSON SIGNING Philip A. Ginsburg, General Manager		
ADDRESS 30 Van Ness Ave., Fifth Floor, San Francisco, CA 94102		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME Department of Housing and Community Development		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 11-28-12	
PRINTED NAME AND TITLE OF PERSON SIGNING Stacy Q. Hernandez, Contracts Manager, Business & Contract Services Branch		
ADDRESS 1800 Third Street, Room 350, Sacramento, CA 95811		

**EXHIBIT A**

**AUTHORITY, PURPOSE AND SCOPE OF WORK**

**Housing Related Parks (HRP) Program Grant**

**1. Authority**

Pursuant to Chapter 8 of Part 2 of Division 31 of the California Health and Safety Code, commencing with Section 50700, as added by Section 1 of Chapter 641 of the Statutes of 2008, the State of California Department of Housing and Community Development (herein referred to as the "State" or the "Department") has established the Housing-Related Parks (HRP) Program (the "Program"). This Standard Agreement (the "Agreement") is entered into under the authority of, and in furtherance of the purposes of, the Program as set forth in Health and Safety Code Section 50701. Pursuant to Health and Safety Code Sections 50702 and 50704.5, the State has issued a Notice of Funding Availability, dated December 2, 2011 (NOFA) and Program guidelines, dated December 2011 (the "Guidelines") governing the Program.

**2. Purpose**

In accordance with the authority cited above, the Contractor has applied to the State for financial assistance (the "Application") in the form of a grant from the Program (the "Grant"). The State has agreed to make the Grant, as a financial incentive based on the issuance of housing starts, for housing units affordable to very low- and low-income households by the Contractor pursuant to the terms of the NOFA, the Guidelines and this Agreement. Based on the representations made by the Contractor in its Application, which is hereby incorporated as if set forth in full, the State shall provide a Grant in the amount shown below for the purpose of paying for capital improvement(s) related to the acquisition, rehabilitation, or construction of a Park and Recreation Facility.

The State and the Contractor have agreed to enter into this Agreement in accordance with the terms and conditions herein, subject to all the provisions of the applicable statutes, the NOFA, the Guidelines and further subject to the State laws and requirements governing State contracts. Capitalized terms herein shall have the meaning of the definitions set forth in the Guidelines.

**3. Scope of Work**

1) Renovation of Boeddeker Park and Clubhouse to include play area, regulation high school basketball court, adult fitness areas and perimeter walking path, a new clubhouse with outdoor plazas; tot lots, a stage and performance area; raised planters for gardening, site furnishings including lighting, benches, tables and bike racks, and new fencing. 2) Development of Hunters View Promontory Park which will include new lawn, sweeping views of the City, terraces, trees, walkways, stairs, a play structure, and connectivity to the community room and kitchen being constructed adjacent to the park.

**EXHIBIT A**

**4. Grant Timelines**

No work performed prior to the effective date of this Agreement or after June 30, 2016, shall be funded. The effective date of this Agreement is the date it is executed by the State, after execution by the Contractor. All funds must be requested from the Department no later than April 30, 2016. For the purpose of this Agreement, no funds may be expended after June 30, 2016. It is the responsibility of the Contractor to monitor the project and timeliness of draws within the specified dates.

**5. Grant Amount**

The total amount of this Grant is \$776,500.00.

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**HRP Program Grant**

**1. Allowable Uses of Grant Funds**

- A. Grant funds shall only be used for projects approved by the State that involve the construction, rehabilitation, and/or acquisition of capital assets as defined by the California Government Code, Section 16727(a) that benefit the community within the Contractor's jurisdiction and as further set out in Section 108 of the Guidelines. Capital assets include tangible physical property with an expected useful life of fifteen (15) years or more, equipment with an expected useful life of two (2) years or more, or major maintenance, reconstruction, or demolition for purposes of reconstruction and/or retrofitting work.
- B. Incidental expenses shall not be paid by Grant funds unless they are directly related to the construction or acquisition of an eligible capital asset. Such expenses include costs associated with planning, engineering, construction management, environmental impact reports, appraisals, site acquisitions, or necessary easements.
- C. Grant funds shall not be expended for the administrative costs of persons directly employed by the Contractor or for other "soft" costs that are not directly related to the construction, rehabilitation or acquisition of capital assets.

**2. Performance**

Contractor shall take such actions, pay such expenses and do all things necessary to complete the Work specified in Exhibit A in accordance with the schedule for completion set forth therein and within the terms and conditions of this Agreement.

**3. Fiscal Administration**

- A. Term: The effective date of this Agreement is the date upon which it is executed by the State (the date stamped in the lower right portion of the Standard Agreement (Std. 213) through September 30, 2016. All funds must be requested by the Contractor by April 30, 2016 and expended by June 30, 2016. This Agreement shall terminate September 30, 2016.
- B. The Contractor shall make any and all request(s) for disbursement no earlier than ninety (90) days from the anticipated need for the funds, using the forms provided by the State. The forms will be made available at <http://www.hcd.ca.gov/hpd/hrpp>. The Contractor shall expend the funds within 90 days from the date of receipt from the State, or by June 30, 2016, whichever occurs earlier and subsequent supporting documentation shall be submitted to the Department.
- C. Failure to expend contract funds in a timely manner may affect future funding.

**EXHIBIT B**

- D. A separate checking account for the Grant funds is not required. However, the Contractor shall deposit Grant funds in an interest bearing checking or savings account, or the State may require the Contractor to deposit all Grant funds into a segregated account in an institution whose deposits are insured by the federal or state government. All interest earned from the deposit of Grant funds shall be used for allowable, Program purposes and accounted for to the State. All funds not expended within 90 days of receipt, or by June 30, 2016, as applicable, shall be returned to the State with accrued interest.
- E. The Contractor shall make a good faith effort to minimize the number of disbursement requests to the State by anticipating and requesting in advance the maximum amount of funds that can be expended within the (ninety) 90 day time frame.
- F. The Contractor shall inform the State within a reasonable amount of time in the event that expenditures related to an authorized project(s) are less than the total Grant award. The Contractor may expend the balance of Grant funds on additional capital assets projects, upon written State approval. Contractor shall provide the State with a letter of request that describes the additional project(s) to be funded.
- G. The Contractor shall immediately inform the State, no later than December 31, 2015, if the Contractor anticipates it will not be able to expend all Grant funds by June 30, 2016.
- H. The Contractor is responsible for maintaining records which fully disclose the activities funded by the Grant. Adequate documentation of each transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures charged to Grant funds. If the allowability of expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and the State shall determine the reimbursement method for the amount disallowed. The State's determination of the allowability of any expense shall be final, absent fraud, mistake or arbitrariness.
- I. Funds will be disbursed upon receipt by the Department of documentation of a certificate of occupancy, final inspection, or other comparable local approval evidencing completion of the Eligible Units by which the applicant qualified for Program funding. All such documentation shall be subject to the approval of the Department. If the Department determines that any of the Eligible Units, which qualified the applicant for Program funding, were not completed, then the Grant will be reduced to an amount corresponding to the actual number of completed Eligible Units.

**EXHIBIT B**

- J. Any Grant funds remaining unexpended as of June 30, 2016, must be returned to the State with accrued interest. Checks shall be made payable to the Department of Housing and Community Development (HCD) and shall be mailed to the Department at the address below, no later than July 31, 2016.

Department of Housing and Community Development  
Accounting Division  
1800 3rd Street, Room 415  
P.O. Box 952053  
Sacramento, California 94252-2053



EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below:

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**EXHIBIT D**

**HRP PROGRAM GENERAL TERMS AND CONDITIONS**

**HRP Program Grant**

**1. Report Requirements**

During the term of this Agreement, the Contractor shall submit the following reports by the deadlines specified, or as otherwise required at the discretion of the State:

- A. The Contractor shall submit annual reports to the State thirty (30) days after December 31<sup>st</sup> of each year ("Annual Report"), during the term of this Agreement for as long as the Contractor has not expended all Grant funds. The Annual Report shall contain (1) the progress the Contractor has made in completing the approved projects partially or wholly funded by the Grant, including a description of the community benefit; (2) the amount of Grant funds drawn down and expended to date by the Contractor; and (3) a description of projects completed. The Contractor shall use the forms provided by the State made available at <http://www.hcd.ca.gov/hpd/hrpp>; and,
- B. Upon complete expenditure of the Grant funds, the Contractor shall submit a final report in a manner satisfactory to the State ("Final Report"). The Final Report shall be submitted to the State within 60 days of June 30, 2016, the date all funds must be expended. The Final Report shall contain (1) a description of the final capital assets constructed or purchased with the Grant funds; and, (2) the number of certificates of occupancy issued in relation to the number of building permits issued in the program year. The Contractor shall use the forms provided by the State made available at <http://www.hcd.ca.gov/hpd/hrpp>.

**2. State Contract Coordinator**

The state contract coordinator of this Agreement for the Department is the HRP Program Manager, Division of Housing Policy Development, or the Manager's designee ("State Contract Coordinator"). Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed first class to the State Contract Coordinator at the following address:

Department of Housing and Community Development  
Division of Housing Policy Development  
1800 3rd Street, Room 430  
P.O. Box 952053  
Sacramento, California 94252-2053  
Attention: HRP Program Manager

**3. Audit/Retention and Inspection of Records**

Contractor agrees that the Department or its delegatee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. Contractor agrees to provide the

**EXHIBIT D**

Department or its delegatee with any relevant information requested and shall permit the Department or its delegatee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the California Public Contract Code Section 10115 et seq., the California Government Code Section 8546.7 and Title 2, California Code of Regulations, Section 1896.60 et seq. Contractor further agrees to maintain such records for a period of three (3) years after final payment under this Agreement. Contractor shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in the California Public Contract Code Section 10115.10.

4. **Special Conditions**

The State reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved.

5. **Prevailing Wages**

- A. Where funds provided through this Agreement are used for construction work, or in support of construction work, Contractor shall ensure that the requirements of Chapter 1 (commencing with Section 1720) of Part 7 of the California Labor Code (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.
- B. For the purpose of this requirement "construction work" includes, but is not limited to rehabilitation, alternation, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract, with the properly licensed building contractor incorporating these requirements (the "construction contractor"). Where the construction contract will be between the Contractor and a licensed building contractor the Contractor shall serve as the "awarding body" as that term is defined in the California Labor Code. Where the Contractor will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body". Prior to any disbursement of funds, including but not limited to release of any final retention payment, the State may require a certification from the awarding body that prevailing wages have been or will be paid.

OFFICE OF THE MAYOR  
SAN FRANCISCO



EDWIN M. LEE  
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors  
FROM: *Ed* Mayor Edwin M. Lee *jc*  
RE: Accept-Expend Grant – State of California Housing Related Parks Grant -  
\$776,500  
DATE: February 5, 2013

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Attached for introduction to the Board of Supervisors is the resolution authorizing the San Francisco Recreation and Park Department to accept and expend a grant in the amount of \$776,500 from the California Department of Housing and Community Development for the Recreation and Park Department's Boeddeker Park Project (\$450,000) and the Mayor's Office of Housing Promontory Park Project (\$326,500).

Please note this item is cosponsored by Supervisor Kim and Cohen.

I request that this item be calendared in Budget and Finance Committee.

Should you have any questions, please contact Jason Elliott (415) 554-5105.

cc. Supervisor Jane Kim  
Supervisor Malia Cohen

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