

File No. 210290

Committee Item No. 7

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

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date April 14, 2021

Board of Supervisors Meeting

Date \_\_\_\_\_

#### Cmte Board

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|-------------------------------------|--------------------------|--|
| <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 checked="" type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/> | Youth Commission Report                      |
| <input type="checkbox"/>            | <input type="checkbox"/> | Introduction Form                            |
| <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 checked="" 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 type="checkbox"/>            | <input type="checkbox"/> | Award Letter                                 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Application                                  |
| <input type="checkbox"/>            | <input type="checkbox"/> | Public Correspondence                        |

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

- |                                     |                          |                                    |
|-------------------------------------|--------------------------|------------------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Deed Restriction</u>            |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>REC Resolution No. 1909-006</u> |
| <input type="checkbox"/>            | <input type="checkbox"/> | _____                              |
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Completed by: Linda Wong Date April 9, 2021

Completed by: Linda Wong Date \_\_\_\_\_

1 [Accept and Expend Grants - Retroactive - California Department of Parks and Recreation -  
2 Rossi Pool Renovation - \$1,622,072]

3 **Resolution retroactively authorizing the Recreation and Park Department to accept and**  
4 **expend grant funding in the amount of \$1,622,072 from the California Department of**  
5 **Parks and Recreation for the Rossi Pool Renovation Project for the project**  
6 **performance period of July 1, 2018, through June 30, 2024; and approving the grant**  
7 **contract which requires the Recreation and Park Department to maintain the project for**  
8 **the duration of the contract performance period from July 1, 2018, through June 30,**  
9 **2048, pursuant to Charter, Section 9.118(a).**

10  
11 WHEREAS, Proposition 68, the California Drought, Water, Parks, Climate, Coastal  
12 Protection, and Outdoor Access for All Act of 2018 was approved by the voters on June 5,  
13 2018; and

14 WHEREAS, The California Department of Parks and Recreation (“Department”)  
15 administers Proposition 68 funds under its Per Capita Program, which makes funds available  
16 for local park rehabilitation, creation, and improvement grants on a per capita basis, and  
17 which is divided into two funding streams: 1) City and Districts and 2) Urban County and  
18 Regional Park Districts; and

19 WHEREAS, Grant recipients are encouraged to utilize awards to rehabilitate existing  
20 infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors;  
21 and

22 WHEREAS, On September 19, 2019, the San Francisco Recreation and Park  
23 Commission adopted Resolution No.1909-006 approving the Recreation and Park  
24 Department’s (“RPD’s”) application for Per Capita grant funds, authorizing the RPD General  
25 Manager to negotiate agreements with the State concerning the administration of the grants,

1 and recommending that the Board of Supervisors approve the grant agreements and  
2 authorize RPD to accept and expend the grants; and

3 WHEREAS, RPD identified the Rossi Pool Renovation Project as a candidate for Per  
4 Capita funding and submitted a project application for Rossi Pool Renovation to the  
5 Department, and the Department approved an Urban County Per Capita allocation of  
6 \$1,444,120, and City Per Capita allocation of \$177,952 (effective July 2021), for a combined  
7 total of \$1,622,072 for the renovation project (collectively, the “Grant”); and

8 WHEREAS, As a condition of receiving the Grant, RPD is required to agree to the  
9 terms of the attached Grant Contract which is on file with the Clerk of the Board under File  
10 No. 210290 and which is hereby declared to be part of this Resolution as if set forth fully  
11 herein; and

12 WHEREAS, The parties will amend the Grant Contract to incorporate the City Per  
13 Capita allocation after that allocation has taken effect in July 2021; and

14 WHEREAS, Relevant terms of the Grant Contract include completion of the project by  
15 2024 and an agreement to continue operating the property as a public pool for the duration of  
16 the contract period which ends June 30, 2048; 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 now, therefore, be it

20 RESOLVED, That the Board of Supervisors retroactively authorizes the Recreation and  
21 Park Department to accept and expend the grant; and, be it

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

24 FURTHER RESOLVED, That the Board of Supervisors approves the Grant Contract;  
25 and, be it



<b>Item 7</b> <b>File 21-0290</b>	<b>Department:</b> Recreation and Parks Department (RPD)
<b>EXECUTIVE SUMMARY</b>	
<p style="text-align: center;"><b>Legislative Objectives</b></p> <ul style="list-style-type: none"> <li>• The proposed resolution would retroactively authorize the San Francisco Recreation and Park Department (RPD) to accept and expend grant funding in the amount of \$1,622,072 from the California Department of Parks and Recreation for the Rossi Pool Renovation Project for the period of July 2018 through June 2024 and approve the grant contract, requiring RPD to maintain the project for the period of July 2018 through June 2048.</li> </ul> <p style="text-align: center;"><b>Key Points</b></p> <ul style="list-style-type: none"> <li>• In 2018, California voters approved Proposition 68, authorizing \$4 billion general obligation bonds for state and local parks, environmental protection projects, water infrastructure projects, and flood protection projects. In 2019, the San Francisco Recreation and Park Commission authorized RPD to apply for up to \$9 million in Proposition 68 grants for four parks projects, including the Rossi Pool Renovation. The California Department of Parks and Recreation determined that San Francisco’s per capita grant allocation is \$1,622,072. RPD decided to allocate the City’s funding to the Rossi Pool Renovation project.</li> <li>• The project includes resurfacing the 100-foot pool, seismic structural upgrades, indoor air quality improvements, energy efficiency improvements, Americans with Disabilities Act (ADA) accessibility upgrades, replacement of pool pumps and mechanical equipment, renovations of locker rooms, showers, and restrooms, addition of an all-gender restroom, addition of a classroom/multi-purpose room, and addition of a mechanical enclosure. The project is scheduled to be completed in Summer 2021.</li> </ul> <p style="text-align: center;"><b>Fiscal Impact</b></p> <ul style="list-style-type: none"> <li>• The proposed resolution would authorize RPD to accept and expend grant funds of \$1,622,072 from the California Parks and Recreation Department for the Rossi Pool project. The grant requires the City to contribute \$405,418 in matching funds; the Recreation and Park Departments actual contribution is \$9,117,352 in local funds, for a project construction budget of \$10,739,424.</li> </ul> <p style="text-align: center;"><b>Recommendation</b></p> <ul style="list-style-type: none"> <li>• Approve the proposed resolution.</li> </ul>	

## MANDATE STATEMENT

City Administrative Code Section 10.170-1 states that accepting Federal, State, or third-party grant funds in the amount of \$100,000 or more, including any City matching funds required by the grant, is subject to Board of Supervisors approval.

## BACKGROUND

In November 2018, California voters approved Proposition 68, authorizing \$4 billion in general obligation bonds for state and local parks, environmental protection projects, water infrastructure projects, and flood protection projects. Proposition 68 includes \$185 million in per capita grants for local park rehabilitation, creation, and improvement, as well as \$13,875,000 in per capita grants to cities and districts in urbanized counties (of at least 500,000 population).

In September 2019, the San Francisco Recreation and Park Commission authorized the Recreation and Park Department (RPD) to apply for up to \$9 million in Proposition 68 per capita grants and directed RPD staff to return with a spending plan. At the time, RPD anticipated receiving between \$4 million and \$9 million in per capita grant funding. RPD staff identified four projects totaling \$9 million as candidates for per capita grant funding: \$1.5 million for the Golden Gate Park Stanyan Street Edge Project, \$3 million for the Margaret Hayward Playground, \$3 million for the Rossi Pool Renovation, and \$1.5 million for the Willie “Woo Woo” Wong Playground. In November 2019, the Recreation and Park Commission approved grant applications for the four projects and authorized the RPD General Manager to accept and expend the grant and enter into a grant agreement.

The California Department of Parks and Recreation determined that San Francisco’s per capita grant allocation is \$1,622,072, comprised of \$1,444,120 in county grant allocations and \$177,952 in city grant allocations.<sup>1</sup> RPD decided to allocate the City’s funding to the Rossi Pool Renovation project.

## DETAILS OF PROPOSED LEGISLATION

The proposed resolution would retroactively authorize RPD to accept and expend grant funding in the amount of \$1,622,072 from the California Department of Parks and Recreation for the Rossi Pool Renovation Project for the period of July 2018 through June 2024 and approve the grant contract, requiring RPD to maintain the project for the period of July 2018 through June 2048. While the proposed grant contract is retroactive to July 1, 2018, RPD has not yet received or expended grant funds.

The grant requires the City to contribute \$405,418 in matching funds. As shown below, the City’s actual contribution is \$9,117,352.

The project includes resurfacing the 100-foot pool, seismic structural upgrades, indoor air quality improvements, energy efficiency improvements, Americans with Disabilities Act (ADA)

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<sup>1</sup> The \$177,952 city per capita grant allocation amount is equal for all California cities and special park and recreation districts, regardless of population.

accessibility upgrades, replacement of pool pumps and mechanical equipment, renovations of locker rooms, showers, and restrooms, addition of an all-gender restroom, addition of a classroom/multi-purpose room, and addition of a mechanical enclosure. According to Ms. Toni Moran, RPD Analyst, the project is scheduled to be completed in Summer 2021.

Proposition 68 requires the agency receiving per capita grant funding to provide a 20 percent local match. For the Rossi Pool project, RPD would provide \$9,117,352 in local funds, or approximately 86 percent of the total project funds. RPD will record a deed restriction on the property requiring its continued use as a public pool through at least June 30, 2048.

## FISCAL IMPACT

The proposed resolution would authorize RPD to accept and expend grant funds of \$1,622,072 from the California Parks and Recreation Department for the Rossi Pool project. RPD would also provide \$9,117,352 in local funds, for a project construction budget of \$10,739,424. The sources and uses of funds are shown in Table 1 below.

**Table 1: Sources and Uses of Rossi Pool Project Funds**

Sources	Amount
Proposition 68 Per Capita City Allocation	\$177,952
Proposition 68 Per Capita County Allocation	1,444,120
2012 Clean and Safe Neighborhood Park Bond <sup>2</sup>	4,984,928
2004 Recreation and Park Revenue Bond Reserves	1,409,442
2006 Recreation and Park Revenue Bond Reserves	2,590,558
Open Space Reserve Fund	132,424
<b>Total Sources</b>	<b>\$10,739,424</b>
Uses	Amount
Construction Contract – Roebuck Construction <sup>3</sup>	\$10,739,424
<b>Total Uses</b>	<b>\$10,739,424</b>

## RECOMMENDATION

Approve the proposed resolution.

<sup>2</sup> Proposition B, approved by San Francisco voters in November 2012, authorized \$195 million in general obligation bonds for parks, open space, and recreation facilities.

<sup>3</sup> The contract awarded to Roebuck Construction includes a base amount of \$10,150,000 and a 10 percent contingency of \$1,015,000, for a total amount not to exceed \$11,165,000. To date, the project has incurred change orders of \$589,424, increasing the contract amount to \$10,739,424. According to Ms. Moran, any additional contact costs would be funded by Open Space Reserve..

**File Number:** \_\_\_\_\_  
 (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: Per Capita Grant -City and County Allocations
2. Department: Recreation and Park
3. Contact Person: Toni Moran Telephone: (415) 794-8173 (cell)
4. Grant Approval Status (check one):  
      Approved by funding agency                       Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$1,622,072
- 6a. Matching Funds Required: Yes, 20% of Project Cost. \$405,418
- b. Source(s) of matching funds (if applicable):

Year	Fund	Dept	Project	Activity	Auth	Amount	Source Name
FY20 - FY 24	16781	229787	10013432	0032	14987	1,409,442.00	RP 2004 Rec & Park Rev Bond Reserves
FY20 - FY 24	16781	229787	10013432	0032	15064	2,590,558.00	RP 2006 Rec & Park Rev Bond Reserves

- 7a. Grant Source Agency: California State Parks Department
- b. Grant Pass-Through Agency (if applicable): N/A
8. Proposed Grant Project Summary: Rossi Pool Improvements.
9. Grant Project Schedule, as allowed in approval documents, or as proposed:  
     Start-Date: July 1, 2018                      End-Date: June 30, 2024

- 10a. Amount budgeted for contractual services: \$1,622,072
- 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? \$ N/A  
b2. How was the amount calculated? N/A

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?  
Department and Division Indirect Costs

12. Any other significant grant requirements or comments: Grant award is for the reimbursement of construction cost identified in the grant budget. Project Status 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 checked="" type="checkbox"/> Existing Program(s) or Service(s) |
| <input 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:

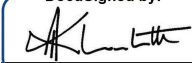
Comments:

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

Arfaraz Khambatta, CASp,  
(Name)

Disability Access Coordinator, San Francisco Public Works  
(Title)

Date Reviewed: 3/5/2021

DocuSigned by:  
  
(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Philip A. Ginsburg

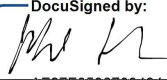
(Name)

**General Manager, Recreation and Park Department**

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(Title)

Date Reviewed: 2/25/2021

DocuSigned by:  
  
AF27F0396709494...

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**Rossi Pool Renovation Budget**

<b>Project Budget</b>		<b>Funding Sources</b>	
Construction Hard Costs	10,607,000.00	Prop. 68 - Per Capita City Allocation	177,952.00
		Prop. 68 - Per Capita Urban County Allocation	1,444,120.00
		RP 2012 Clean and Safe Neighborhood Park Bond	4,984,928.00
		RP 2004 Rec & Park Rev Bond Reserves	1,409,442.00
		RP 2006 Rec & Park Rev Bond Reserves	2,590,558.00
<b>Total Project Budget</b>	<b>\$10,607,000</b>	<b>Total Funding Sources</b>	<b>\$10,607,000</b>

State of California - Natural Resources Agency  
DEPARTMENT OF PARKS AND RECREATION

**GRANT CONTRACT**  
**2018 Parks Bond Act**  
**Per Capita Grant Program**

GRANTEE City & County of San Francisco

THE PROJECT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2024

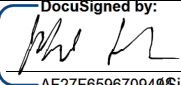
CONTRACT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2048

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

The GRANTEE agrees to complete the GRANT SCOPE(s) as defined in the GRANT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

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

City & County of San Francisco RPD

By   
DocuSigned by: Grantee  
AF27F659670944 (Signature of Authorized Representative)

Title General Manager

Date 1/12/2021

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION

By   
DocuSigned by: 96CAD152004346D...  
Date 1/14/2021

**CERTIFICATION OF FUNDING**

CONTRACT NO C9801098	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000007690			PROJECT NO. 18-38-001
AMOUNT ENCUMBERED BY THIS DOCUMENT \$1,444,120.00		FUND. Drought, Water, Cln Air, Cstl Protc, Outdoor Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT	ITEM 3790-101-6088	CHAPTER 29	STATUTE 18	FISCAL YEAR 2020/21	
TOTAL AMOUNT ENCUMBERED TO DATE \$1,444,120.00	Reporting Structured. 37900091	Account/Alt Account. 5432000-5432000000	ACTIVITY CODE 69806	PROJECT / WORK PHASE	
T.B.A. NO.	I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.				
B.R.. NO.	ACCOUNTING OFFICER'S SIGNATURE			DATE.	

## **I. RECITALS**

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as “GRANTOR,” “DEPARTMENT” or “STATE”) and City & County of San Francisco (hereinafter referred to as “GRANTEE”).

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as “GRANT MONIES”) not to exceed \$1,444,120, subject to the terms and conditions of this AGREEMENT and the 2018/19 California State Budget, Chapter 29, statutes of 2018, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as “PER CAPITA GRANT”). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2024 .

## **II. GENERAL PROVISIONS**

### **A. Definitions**

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

1. The term “ACT” means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term “APPLICATION” means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term “DEPARTMENT” or “STATE” means the California Department of Parks and Recreation.
4. The term “DEVELOPMENT” means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term “GRANTEE” means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term “GRANT SCOPE” means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term “PROCEDURAL GUIDE” means the document identified as the “Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program.” The

PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

## **B. Project Execution**

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, 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 referenced in the APPLICATION, Section I of this CONTRACT, 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(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, 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.).
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, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

## **C. Project Costs**

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

## **D. Project Administration**

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the

grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.

2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

#### **E. Project Termination**

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

#### **F. Budget Contingency Clause**

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 grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of 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 GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney 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, including loan documents, and all other 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 five years following project



termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of 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 that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

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

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

**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. Severability**

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.

**L. Liability**

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

**M. Assignability**

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

**N. Use of Grant Monies**

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

**O. Section Headings**

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

**P. Waiver**

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

City & County of San Francisco


GRANTEE

DocuSigned by:  
  
By: \_\_\_\_\_  
AF27F6606700404...  
Signature of Authorized Representative

Title: General Manager

Date: 1/12/2021

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION

DocuSigned by:  
  
By: \_\_\_\_\_  
96CAD452004346D...

Date: 1/14/2021

RECORDING REQUESTED BY:  
California Department of Parks and Recreation  
Office of Grants and Local Services

WHEN RECORDED MAIL TO:  
Office of Grants and Local Services  
PO Box 942896  
Sacramento, CA 94296-0001  
Attn: Anne Davigeadono

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**DEED RESTRICTION**

I. WHEREAS, the City and County of San Francisco (hereinafter referred to as “Owner(s)”) is/are recorded owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference (hereinafter referred to as the “Property”); and

II. WHEREAS, the California Department of Parks and Recreation (hereinafter referred to as “DPR”) is a public agency created and existing under the authority of section 5001 of the California Public Resources Code (hereinafter referred to as the “PRC”); and

III. WHEREAS, Owner(s) (or Grantee) applied to DPR for grant funds available pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All of 2018 Parks Bond Act, 2018 Parks Bond Act Per Capita Program for Renovation of the pool, building interior, and landscaping at the Rossi Pool Complex on the Property; and

IV. WHEREAS, on July 1, 2020, DPR’s Office of Grants and Local Services conditionally approved Grant 18-38-001 , (hereinafter referred to as “Grant”) for Renovation of the pool, building interior, and landscaping at the Rossi Pool Complex on the Property, subject to, among other conditions, recordation of this Deed Restriction on the Property; and

V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the 2018 Parks Bond Act, 2018 Parks Bond

Act Per Capita Program and the funds that are the subject of the Grant could therefore not have been granted; and

VI. WHEREAS, Owner(s) has/ve elected to comply with the Deed Restriction of the Grant, so as to enable Owner(s), to receive the Grant funds and perform the work described in the Grant;

NOW, THEREFORE, in consideration of the issuance of the Grant funds by DPR, the undersigned Owner(s) for himself/herself/themselves and for his/her/their heirs, assigns, and successors-in-interest, hereby irrevocably covenant(s) with DPR that the condition of the grant (set forth at paragraph(s) 1 through 5 and in Exhibit B hereto) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof.

1. DURATION. (a) This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest for the period running from July 1, 2018 through June 30, 2048.

2. TAXES AND ASSESSMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.1 of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

3. RIGHT OF ENTRY. DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and

all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction up to and including a lien sale of the property. In the event of a breach, any forbearance on the part of DPR to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

5. SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

Dated: \_\_\_\_\_, 20 \_\_\_\_

Business Name (if property is owned by a business): \_\_\_\_\_

Owner(s) Name(s): \_\_\_\_\_

\_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

\_\_\_\_\_  
PRINT/TYPE NAME & TITLE OF ABOVE  
(GRANTEE'S AUTHORIZED REPRESENTATIVE)

\_\_\_\_\_  
PRINT/TYPE NAME & TITLE OF ABOVE  
(ADDITIONAL SIGNATURE, AS REQUIRED)

**\*\*NOTARY ACKNOWLEDGEMENT ON THE NEXT PAGE\*\***

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**RECREATION AND PARK COMMISSION**  
**City and County of San Francisco**  
**Resolution Number 1909-006**

**APPROVING THE APPLICATIONS FOR PER CAPITA GRANT FUNDS**

**WHEREAS**, The State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

**WHEREAS**, Said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

**WHEREAS**, The grantee will enter into a contract with the State of California to complete project(s); now, therefore, be it

**RESOLVED**, That the San Francisco Recreation and Park Commission hereby:

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s); and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the City and County of San Francisco general or recreation plan (PRC §80063(a)); and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)); and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code; and
7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the Recreation and Park Commission will consider a range of actions that include, but are not limited to, the following:



(A) Conducting active outreach to diverse populations, particularly minority, low income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.

(B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.

(C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.

(D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.

(E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

(F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.

(G) Identifying possible staff liaisons to diverse populations.

8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)); and
9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)); and
10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
11. Delegates the authority to the General Manager, and his or her designees to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Adopted by the following vote

Ayes 6

Noes 0

Absent 1

I hereby certify that the foregoing resolution was adopted at the Recreation and Park Commission meeting held on September 19, 2019.



Ashley Summers, Commission Liaison

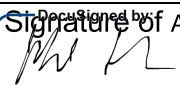




State of California – The Natural Resources Agency  
DEPARTMENT OF PARKS AND RECREATION

### Per Capita Project Application Form

PROJECT NAME Rossi Pool Renovation	REQUESTED GRANT AMOUNT \$ 1,622,072
PROJECT SITE NAME and PHYSICAL ADDRESS where PROJECT is located including zip code (substitute latitude and longitude where no street address is available) 600 Arguello Blvd, San Francisco, CA 94118	MATCH AMOUNT (if project is not serving a severely disadvantaged community) \$ 405,518
	LAND TENURE ( <input checked="" type="checkbox"/> all that apply) <input checked="" type="checkbox"/> Owned in fee simple by GRANTEE <input type="checkbox"/> Available (or will be available) under a ( ) year lease or easement

NEAREST CROSS STREET Anza Street and Arguello Boulevard
Project Type (Check one) Acquisition <input type="checkbox"/> Development <input checked="" type="checkbox"/>
COUNTY OF PROJECT LOCATION San Francisco
GRANTEE NAME AND MAILING ADDRESS San Francisco Recreation and Park Department, Capital Planning Division 49 South Van Ness, Suite 1220, San Francisco, CA 94103
AUTHORIZED REPRESENTATIVE AS SHOWN IN RESOLUTION
Name (typed or printed) and Title Email address Phone Philip A. Ginsburg, General Manager phil.ginsburg@sfgov.org (415) 831-2701
GRANT CONTACT-For administration of grant (if different from AUTHORIZED REPRESENTATIVE)
Name (typed or printed) and Title Email address Phone Toni Moran, Capital Grants Manager toni.moran@sfgov.org (415) 794-8173
GRANT SCOPE: I represent and warrant that this APPLICATION PACKET describes the intended use of the requested GRANT to complete the items listed in the attached Development PROJECT Scope/Cost Estimate Form or acquisition documentation. I declare under penalty of perjury, under the laws of the State of California, that the information contained in this APPLICATION PACKET, including required attachments, is accurate.
Signature of AUTHORIZED REPRESENTATIVE as shown in Resolution Date  12/28/2020
Print Name: Philip A. Ginsburg
Title: General Manager



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

**Development Project Scope/Cost Estimate Form**

GRANTEE: City and County of San Francisco, Recreation and Park Department	PROJECT Name Rossi Pool Renovation
--	---------------------------------------

**Development project scope** (Describe the project in 30 words or less):  
The proposed project includes the renovation of the pool, pool building including locker room, restroom, maintenance storage facility and landscape.

**Project Scope Items** -  all that apply:

Install new	Renovate existing	Replace existing	Recreation Element
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Pool, aquatic center, splash pad
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trails or walking paths
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Landscaping or irrigation
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Group picnic, outdoor classrooms, other gathering spaces
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Play equipment, outdoor fitness equipment
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sports fields, sports courts, court lighting
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Community center, gym, other indoor facilities
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Restroom, concession stand
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other: Restroom, Locker Room
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other: Multi-use Room
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Minor elements which support one or more of the recreation elements checked above: benches, lighting, parking, signage, etc.

PRE-CONSTRUCTION (costs incurred prior to ground-breaking, such as design, permits, bid packages, CEQA); up to 25% of total PROJECT cost.	\$ 0.00
Construction	\$2,027,590.00
Total PROJECT cost	\$2,027,590.00
Subtract GRANTEE match if not in severely disadvantaged community (20% of total PROJECT cost, see page 13)	Less match -\$ 405,518.00
Total GRANT amount requested	\$1,622,072.00

The GRANTEE understands that all elements listed on this form must be complete and open to the public before the final grant payment will be made.

12/28/2020

AUTHORIZED REPRESENTATIVE Signature

Date

Philip A. Ginsburg, General Manager, San Francisco Recreation and Park Department

Print Name and Title



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

Funding Sources Form

GRANTEE: City and County of San Francisco	PROJECT Name Rossi Pool Renovation
--	---------------------------------------

PROJECTS funded by the program are not complete until the PROJECT SCOPE is complete, and the PROJECT is open to the public. PROJECTS will:

- Be entirely funded by the GRANT, *or*
- Require funds in excess of the GRANT.

If the PROJECT requires funds in excess of the GRANT, the SCOPE of the PROJECT may be either the SCOPE of the larger project, or a subset of the larger project.

For example, if the PROJECT is \$100,000 towards construction of a \$500,000 park, the SCOPE can be the \$500,000 park, or a \$100,000 element of the park, such as a playground, that can be complete and open to the public.

- The PROJECT will be entirely funded by the GRANT, *or*
- The PROJECT requires funds in excess of the GRANT:
- The SCOPE is the same as the scope of the larger project, *or*
  - The SCOPE is a subset of a larger project, the scope of that larger project is:

Larger project cost: \$10,517,000      Anticipated completion date: June 2021

List all funds that will be used. Submit revised Funding Sources form should funding sources be added or modified.

Funding Source	Date Committed	Amount
Per Capita/State of California	July 1, 2018	\$ 1,622,072
RP 2004 Rec & Park Rev Bond Reserves RP 2006 Rec & Park Rev Bond Reserves,	July 20, 2017	\$ 4,000,000
2012 Clean and Safe Neighborhood Park Bond and Contingency	July 20, 2017	\$ 4,894,928

I represent and warrant that I have full authority to execute this Funding Sources Form on behalf of the GRANTEE. I declare under penalty of perjury, under the laws of the State of California, that this status report, and any accompanying documents, for the above-mentioned GRANT is true and correct to the best of my knowledge.

DocuSigned by:

12/28/2020

AUTHORIZED REPRESENTATIVE Signature

Date

Philip A. Ginsburg, General Manager

Print Name and Title



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

## CEQA Compliance Certification

**GRANTEE:** City and County of San Francisco, Recreation and Park Department

**Project Name:** Rossi Pool Renovation

**Project Address:** 600 Arguello Blvd, San Francisco, CA 94118

Is CEQA complete?  Yes  No Is completing CEQA a PROJECT SCOPE item?  Yes  No

**What document was filed, or is expected to be filed for this project's CEQA analysis:**

- Date complete/expected to be completed
- Notice of Exemption (attach recorded copy if filed)
- Notice of Determination (attach recorded copy if filed)
- Other: CEQA Categorical Exemption Determination 9.20.2016

If CEQA is complete, and a Notice of Exemption or Notice of Determination was not filed, attach a letter from the Lead Agency explaining why, certifying the project has complied with CEQA and noting the date that the project was approved by the Lead Agency.

Lead Agency Contact Information	
Agency Name:	San Francisco Planning Department
Contact Person:	Jeanie Poling
Mailing Address:	1650 Mission Street, Suite 400, San Francisco, CA 94103
Phone: ( ) 415 575-9072	Email: jeanie.poling@sfgov.org

### Certification:

I hereby certify that the above referenced Lead Agency has complied or will comply with the California Environmental Quality Act (CEQA) and that the project is described in adequate and sufficient detail to allow the project's construction or acquisition.

I further certify that the CEQA analysis for this project encompasses all aspects of the work to be completed with grant funds.

DocuSigned by:

12/28/2020

AUTHORIZED REPRESENTATIVE Signature

Date

Philip A. Ginsburg, General Manager, San Francisco Recreation and Park Department.

Print Name and Title

### FOR OGALS USE ONLY

CEQA Document	Date Received	PO Initials
<input type="checkbox"/> NOE <input type="checkbox"/> NOD		



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

December 23, 2020

Anne Davigeadono  
California State Parks Department  
Office of Grants and Local Services  
P.O. Box 942896  
Sacramento, CA 94296-0001

**RE: Explanation of CEQA Determination for Rossi Pool**

Dear Ms. Davigeadono:

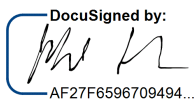
This letter explains why a Notice of Exemption will not be filed on the Rossi Pool Renovation Project.

The Rossi Pool Project was determined to be exempt for CEQA as part of the 2012 Clean and Safe Neighborhood Park. As project plans were developed, a modification to the original CEQA determination was requested. The San Francisco City Planning determined that the project was exempt for CEQA on September 20, 2016 per the attached Environmental Review Case Number 2011.1359E.

The Project was approved by the Recreation and Park Commission on July 20, 2017. According to the San Francisco Planning Department, the Notice of Exemption must be filed with 5-days of project approval to allow for legal challenges. Although an NOE was not filed, there have been no CEQA legal challenges, thus CEQA is completed and the project can be implemented.

Should you need more information, please contact Toni Moran at [toni.moran@sfgov.org](mailto:toni.moran@sfgov.org)

Sincerely,

DocuSigned by:  
  
AF27F6596709494...

Phillip A. Ginsburg  
General Manager  
San Francisco Recreation and Park Department





# SAN FRANCISCO PLANNING DEPARTMENT

## CEQA Categorical Exemption Determination

### PROPERTY INFORMATION/PROJECT DESCRIPTION

Project Address		Block/Lot(s)	
Recreation & Park Department 2012 General Obligation Bond		Various	
Case No.	Permit No.	Plans Dated	
2011.1359E			
<input type="checkbox"/> Addition/ Alteration	<input type="checkbox"/> Demolition (requires HRER if over 45 years old)	<input type="checkbox"/> New Construction	<input checked="" type="checkbox"/> Project Modification (GO TO STEP 7)
Project description for Planning Department approval.			

### STEP 1: EXEMPTION CLASS

#### TO BE COMPLETED BY PROJECT PLANNER

<b>*Note: If neither class applies, an <i>Environmental Evaluation Application</i> is required.*</b>	
<input type="checkbox"/>	<b>Class 1 – Existing Facilities.</b> Interior and exterior alterations; additions under 10,000 sq. ft.
<input type="checkbox"/>	<b>Class 3 – New Construction/ Conversion of Small Structures.</b> Up to three (3) new single-family residences or six (6) dwelling units in one building; commercial/office structures; utility extensions.; ; change of use under 10,000 sq. ft. if principally permitted or with a CU. Change of use under 10,000 sq. ft. if principally permitted or with a CU.
<input type="checkbox"/>	Class ____

### STEP 2: CEQA IMPACTS

#### TO BE COMPLETED BY PROJECT PLANNER

<b>If any box is checked below, an <i>Environmental Evaluation Application</i> is required.</b>	
<input type="checkbox"/>	<b>Air Quality:</b> Would the project add new sensitive receptors (specifically, schools, day care facilities, hospitals, residential dwellings, and senior-care facilities) within an Air Pollution Exposure Zone? Does the project have the potential to emit substantial pollutant concentrations (e.g., backup diesel generators, heavy industry, diesel trucks)? <i>Exceptions: do not check box if the applicant presents documentation of enrollment in the San Francisco Department of Public Health (DPH) Article 38 program and the project would not have the potential to emit substantial pollutant concentrations. (refer to EP_ArcMap &gt; CEQA Catex Determination Layers &gt; Air Pollutant Exposure Zone)</i>
<input type="checkbox"/>	<b>Hazardous Materials:</b> If the project site is located on the Maher map or is suspected of containing hazardous materials (based on a previous use such as gas station, auto repair, dry cleaners, or heavy manufacturing, or a site with underground storage tanks): Would the project involve 50 cubic yards or more of soil disturbance - or a change of use from industrial to residential? If yes, this box must be checked and the project applicant must submit an Environmental Application with a Phase I Environmental Site Assessment. <i>Exceptions: do not check box if the applicant presents documentation of enrollment in the San Francisco Department of Public Health (DPH) Maher program, a DPH waiver from the</i>

	<i>Maher program, or other documentation from Environmental Planning staff that hazardous material effects would be less than significant (refer to EP_ArcMap &gt; Maher layer).</i>
<input type="checkbox"/>	<b>Transportation:</b> Does the project create six (6) or more net new parking spaces or residential units? Does the project have the potential to adversely affect transit, pedestrian and/or bicycle safety (hazards) or the adequacy of nearby transit, pedestrian and/or bicycle facilities?
<input type="checkbox"/>	<b>Archeological Resources:</b> Would the project result in soil disturbance/modification greater than two (2) feet below grade in an archeological sensitive area or eight (8) feet in a non-archeological sensitive area? <i>(refer to EP_ArcMap &gt; CEQA Catex Determination Layers &gt; Archeological Sensitive Area)</i>
<input type="checkbox"/>	<b>Subdivision/Lot Line Adjustment:</b> Does the project site involve a subdivision or lot line adjustment on a lot with a slope average of 20% or more? <i>(refer to EP_ArcMap &gt; CEQA Catex Determination Layers &gt; Topography)</i>
<input type="checkbox"/>	<b>Slope = or &gt; 20%:</b> Does the project involve any of the following: (1) square footage expansion greater than 1,000 sq. ft. outside of the existing building footprint, (2) excavation of 50 cubic yards or more of soil, (3) new construction? <i>(refer to EP_ArcMap &gt; CEQA Catex Determination Layers &gt; Topography)</i> <b>If box is checked, a geotechnical report is required.</b>
<input type="checkbox"/>	<b>Seismic: Landslide Zone:</b> Does the project involve any of the following: (1) square footage expansion greater than 1,000 sq. ft. outside of the existing building footprint, (2) excavation of 50 cubic yards or more of soil, (3) new construction? <i>(refer to EP_ArcMap &gt; CEQA Catex Determination Layers &gt; Seismic Hazard Zones)</i> <b>If box is checked, a geotechnical report is required.</b>
<input type="checkbox"/>	<b>Seismic: Liquefaction Zone:</b> Does the project involve any of the following: (1) square footage expansion greater than 1,000 sq. ft. outside of the existing building footprint, (2) excavation of 50 cubic yards or more of soil, (3) new construction? <i>(refer to EP_ArcMap &gt; CEQA Catex Determination Layers &gt; Seismic Hazard Zones)</i> <b>If box is checked, a geotechnical report will likely be required.</b>
<b>If no boxes are checked above, GO TO STEP 3. <u>If one or more boxes are checked above, an Environmental Evaluation Application is required, unless reviewed by an Environmental Planner.</u></b>	
<input type="checkbox"/>	<b>Project can proceed with categorical exemption review. The project does not trigger any of the CEQA impacts listed above.</b>
<b>Comments and Planner Signature (optional):</b>	

**STEP 3: PROPERTY STATUS – HISTORIC RESOURCE TO BE COMPLETED BY PROJECT PLANNER**

<b>PROPERTY IS ONE OF THE FOLLOWING:</b> <i>(refer to Parcel Information Map)</i>	
<input type="checkbox"/>	<b>Category A:</b> Known Historical Resource. <b>GO TO STEP 5.</b>
<input type="checkbox"/>	<b>Category B:</b> Potential Historical Resource (over 45 years of age). <b>GO TO STEP 4.</b>
<input type="checkbox"/>	<b>Category C:</b> Not a Historical Resource or Not Age Eligible (under 45 years of age). <b>GO TO STEP 6.</b>

**STEP 4: PROPOSED WORK CHECKLIST  
TO BE COMPLETED BY PROJECT PLANNER**

Check all that apply to the project.	
<input type="checkbox"/>	1. <b>Change of use and new construction.</b> Tenant improvements not included.
<input type="checkbox"/>	2. <b>Regular maintenance or repair</b> to correct or repair deterioration, decay, or damage to building.
<input type="checkbox"/>	3. <b>Window replacement</b> that meets the Department's <i>Window Replacement Standards</i> . Does not include storefront window alterations.
<input type="checkbox"/>	4. <b>Garage work.</b> A new opening that meets the <i>Guidelines for Adding Garages and Curb Cuts</i> , and/or replacement of a garage door in an existing opening that meets the Residential Design Guidelines.
<input type="checkbox"/>	5. <b>Deck, terrace construction, or fences</b> not visible from any immediately adjacent public right-of-way.
<input type="checkbox"/>	6. <b>Mechanical equipment installation</b> that is not visible from any immediately adjacent public right-of-way.
<input type="checkbox"/>	7. <b>Dormer installation</b> that meets the requirements for exemption from public notification under <i>Zoning Administrator Bulletin No. 3: Dormer Windows</i> .
<input type="checkbox"/>	8. <b>Addition(s)</b> that are not visible from any immediately adjacent public right-of-way for 150 feet in each direction; does not extend vertically beyond the floor level of the top story of the structure or is only a single story in height; does not have a footprint that is more than 50% larger than that of the original building; and does not cause the removal of architectural significant roofing features.
Note: Project Planner must check box below before proceeding.	
<input type="checkbox"/>	Project is not listed. <b>GO TO STEP 5.</b>
<input type="checkbox"/>	Project <b>does not conform</b> to the scopes of work. <b>GO TO STEP 5.</b>
<input type="checkbox"/>	Project involves <b>four or more</b> work descriptions. <b>GO TO STEP 5.</b>
<input type="checkbox"/>	Project involves <b>less than four</b> work descriptions. <b>GO TO STEP 6.</b>

**STEP 5: CEQA IMPACTS – ADVANCED HISTORICAL REVIEW  
TO BE COMPLETED BY PRESERVATION PLANNER**

Check all that apply to the project.	
<input type="checkbox"/>	1. Project involves a <b>known historical resource (CEQA Category A)</b> as determined by Step 3 and conforms entirely to proposed work checklist in Step 4.
<input type="checkbox"/>	2. <b>Interior alterations to publicly accessible spaces.</b>
<input type="checkbox"/>	3. <b>Window replacement</b> of original/historic windows that are not “in-kind” but are consistent with existing historic character.
<input type="checkbox"/>	4. <b>Façade/storefront alterations</b> that do not remove, alter, or obscure character-defining features.
<input type="checkbox"/>	5. <b>Raising the building</b> in a manner that does not remove, alter, or obscure character-defining features.
<input type="checkbox"/>	6. <b>Restoration</b> based upon documented evidence of a building's historic condition, such as historic photographs, plans, physical evidence, or similar buildings.
<input type="checkbox"/>	7. <b>Addition(s)</b> , including mechanical equipment that are minimally visible from a public right-of-way and meet the <i>Secretary of the Interior's Standards for Rehabilitation</i> .
<input type="checkbox"/>	8. <b>Other work consistent</b> with the <i>Secretary of the Interior Standards for the Treatment of Historic Properties</i> (specify or add comments):

<input type="checkbox"/>	<p>9. <b>Other work</b> that would not materially impair a historic district (specify or add comments):</p> <p style="text-align: center;"><i>(Requires approval by Senior Preservation Planner/Preservation Coordinator)</i> _____</p>
<input type="checkbox"/>	<p>10. <b>Reclassification of property status.</b> <i>(Requires approval by Senior Preservation Planner/Preservation Coordinator)</i></p> <p style="padding-left: 40px;"><input type="checkbox"/> Reclassify to Category A      <input type="checkbox"/> Reclassify to Category C</p> <p>a. Per HRER dated: _____ <i>(attach HRER)</i></p> <p>b. Other <i>(specify)</i>:</p>
<p><b>Note: If ANY box in STEP 5 above is checked, a Preservation Planner MUST check one box below.</b></p>	
<input type="checkbox"/>	<p><b>Further environmental review required.</b> Based on the information provided, the project requires an <i>Environmental Evaluation Application</i> to be submitted. <b>GO TO STEP 6.</b></p>
<input type="checkbox"/>	<p><b>Project can proceed with categorical exemption review.</b> The project has been reviewed by the Preservation Planner and can proceed with categorical exemption review. <b>GO TO STEP 6.</b></p>
<p><b>Comments (optional):</b></p>  	
<p><b>Preservation Planner Signature:</b></p>  	

**STEP 6: CATEGORICAL EXEMPTION DETERMINATION  
TO BE COMPLETED BY PROJECT PLANNER**

<input type="checkbox"/>	<p><b>Further environmental review required.</b> Proposed project does not meet scopes of work in either <i>(check all that apply)</i>:</p> <p style="padding-left: 40px;"><input type="checkbox"/> Step 2 – CEQA Impacts</p> <p style="padding-left: 40px;"><input type="checkbox"/> Step 5 – Advanced Historical Review</p> <p><b>STOP! Must file an <i>Environmental Evaluation Application</i>.</b></p>					
<input type="checkbox"/>	<p><b>No further environmental review is required. The project is categorically exempt under CEQA.</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> <p><b>Planner Name:</b></p>   </td> <td style="width: 50%; padding: 5px;"> <p><b>Signature:</b></p>    </td> </tr> <tr> <td colspan="2" style="padding: 5px;"> <p><b>Project Approval Action:</b></p> <p>Select One</p> <p>If Discretionary Review before the Planning Commission is requested, the Discretionary Review hearing is the Approval Action for the project.</p> </td> </tr> </table> <p>Once signed or stamped and dated, this document constitutes a categorical exemption pursuant to CEQA Guidelines and Chapter 31 of the Administrative Code.</p> <p>In accordance with Chapter 31 of the San Francisco Administrative Code, an appeal of an exemption determination can only be filed within 30 days of the project receiving the first approval action.</p>		<p><b>Planner Name:</b></p> 	<p><b>Signature:</b></p>  	<p><b>Project Approval Action:</b></p> <p>Select One</p> <p>If Discretionary Review before the Planning Commission is requested, the Discretionary Review hearing is the Approval Action for the project.</p>	
<p><b>Planner Name:</b></p> 	<p><b>Signature:</b></p>  					
<p><b>Project Approval Action:</b></p> <p>Select One</p> <p>If Discretionary Review before the Planning Commission is requested, the Discretionary Review hearing is the Approval Action for the project.</p>						

## STEP 7: MODIFICATION OF A CEQA EXEMPT PROJECT TO BE COMPLETED BY PROJECT PLANNER

In accordance with Chapter 31 of the San Francisco Administrative Code, when a California Environmental Quality Act (CEQA) exempt project changes after the Approval Action and requires a subsequent approval, the Environmental Review Officer (or his or her designee) must determine whether the proposed change constitutes a substantial modification of that project. This checklist shall be used to determine whether the proposed changes to the approved project would constitute a "substantial modification" and, therefore, be subject to additional environmental review pursuant to CEQA.

### PROPERTY INFORMATION/PROJECT DESCRIPTION

Project Address (If different than front page)		Block/Lot(s) (If different than front page)
Angelo Rossi Park		1140A/001
Case No.	Previous Building Permit No.	New Building Permit No.
2011.1359E	N/A	N/A
Plans Dated	Previous Approval Action	New Approval Action
8/15/16	GO Bond/staff implementation	Rec & Park Commission hearing
<b>Modified Project Description:</b> Changes to the building: new mechanical enclosure on the south side, new egress stairs and window on the north side, new ceiling-mounted mechanical ducts in the natatorium. See attached for detailed description. Readapted and new low planting landscaped areas with shade- and sun-tolerant plants are proposed along the north, south and west sides of the building. Four trees are proposed for removal. The proposed changes are consistent with the Secretary of the Interior's Standards for Rehabilitation. No archeological effects.		

### DETERMINATION IF PROJECT CONSTITUTES SUBSTANTIAL MODIFICATION

Compared to the approved project, would the modified project:	
<input type="checkbox"/>	Result in expansion of the building envelope, as defined in the Planning Code;
<input type="checkbox"/>	Result in the change of use that would require public notice under Planning Code Sections 311 or 312;
<input type="checkbox"/>	Result in demolition as defined under Planning Code Section 317 or 19005(f)?
<input type="checkbox"/>	Is any information being presented that was not known and could not have been known at the time of the original determination, that shows the originally approved project may no longer qualify for the exemption?
<b>If at least one of the above boxes is checked, further environmental review is required. ATEX FORM</b>	

### DETERMINATION OF NO SUBSTANTIAL MODIFICATION

<input checked="" type="checkbox"/>	The proposed modification would not result in any of the above changes.
If this box is checked, the proposed modifications are categorically exempt under CEQA, in accordance with prior project approval and no additional environmental review is required. This determination shall be posted on the Planning Department website and office and mailed to the applicant, City approving entities, and anyone requesting written notice.	
<b>Planner Name:</b>	<b>Signature or Stamp:</b>
	Digitally signed by Jean Poling Date: 2016.09.20 12:45:18 -07'00'

## **Angelo J. Rossi Playground Block 1140A/Lot 001**

The proposed project would include improvements to pool building, and improved building accessibility to meet ADA standards. The proposed site work would include upgrades to pool building which include plumbing, mechanical, and electrical systems, and addition of the mechanical enclosure at the south side of the building. The degraded roof element would be replaced in-kind, and interior partitions in staff and restroom areas would be adjusted to meet current ADA standards. All features in the site are expected to remain in their current locations and configuration.

The renovations of the pool and building would be proposed as follows:

- The pool would retain its current size, general configuration, principal interior circulation patterns, exterior walls, and overall massing in the renovation.
- Exterior building additions/alterations would include, the addition of a mechanical enclosure on the southern façade (facing the park), and the addition of an accessible emergency egress stair to Anza Street. The existing chlorinator room on the south facade will be removed to accommodate the new mechanical enclosure.
- The openness of the primary interior space, the natatorium, would be retained.
- The repair or replacement of the building systems (electrical, plumbing, mechanical, and filtration) would be done in order to minimize visual intrusion on the main natatorium space and limit alteration of existing fabric. Most of these locations are in non-visible utility rooms. New mechanical system would necessitate the addition of two ceiling mounted mechanical ducts running the length of the natatorium. Mechanical equipment on the exterior will be screened by a mechanical enclosure designed to be compatible with the existing building scale, materials, and detailing.
- Pool shell and liner would be replaced, waterproofed, and sealed to match existing.
- ADA upgrades needed to reach the pool entrance or exits, or to provide a lift at the edge of the pool, would be done in a consolidated area to minimize removal of existing materials.
- Where possible and feasible, repair of deteriorated features such as finishes and materials would be done; in other areas, replacement of the materials due to rot or other degradation may be necessary. Where new materials are provided, they will match the original design and layout of existing materials.
- In the repair or replacement of glazing and windows, new windows would have a higher level transparency than the current panels (most of which are not original) in order to restore more of the building's original appearance (Original documentation is extant to show existing glazing patterns and materials). The renovation would replace existing aluminum window frames in the existing openings with new in-kind aluminum frames and hardware to match the original. Existing window hardware would be reused where feasible.
- Rooflines would remain the same and maintain the same appearance. Entry trellis would be repaired/replaced in-kind. Columns supporting the trellis would be replaced and total number of columns reduced.
- Any structural/seismic reinforcement would be additive, and augment existing structural systems rather than replacing them. The work would include adding steel hardware to reinforce the existing roof diaphragm, which would be attached to the existing ceiling and painted to match the ceiling. The existing structural systems (concrete and steel system) would remain visible and the natatorium would remain open in feel and character. Along the side walls, individual steel

cross braces elements would be added between the concrete frames to provide additional reinforcement to the existing structural system.

- The existing exterior entry sequence and circulation would remain the same. The existing single step-up at entry patio and chain-link fence on the west façade would be replaced with an accessible ramp. The area of the entry patio would be extended to roughly twice its existing size and a new planter/retaining wall will surround the patio and be constructed to be compatible with existing retaining walls on the site.
- An existing door opening on the north façade will be partially infilled to create a new window opening. The window will be designed to match (E) adjacent window openings in material, dimension, profile and overall character.
- Excavation would be limited to foundation work for the new mechanical enclosure, and the new egress stair on Anza Street.
- Modifications to the existing basement would be limited to mechanical, electrical, and plumbing improvements, and potential foundation structural improvements if deemed necessary by structural engineers.
- Interior alterations would include revised floor plan layouts of the women's and men's locker rooms, toilets, and shower stalls. A new multi-purpose room would be added to the floor plan with direct access to the pool deck. Reception and staff areas would remain in existing locations, and would be reconfigured with new plan layouts and interior finishes. All interior plan modifications would be made to bring the building into compliance with accessibility standards. Materials in the natatorium would be updated, and a storage cabinet would be added to the southern interior wall.

## Moran, Toni (REC)

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**From:** Davigeadono, Anne@Parks <Anne.Davigeadono@parks.ca.gov>  
**Sent:** Thursday, January 21, 2021 4:56 PM  
**To:** Moran, Toni (REC)  
**Subject:** Fully Executed Per Cap Contract  
**Attachments:** C9801098\_SF.pdf; 18-38-001\_DeedRestriction\_SF.doc; Prop 68 Deed Restriction Instructions.pdf

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Hi Toni,

The fully executed contract for San Francisco's Per Capita project is attached. The project is as follows:

Project Name: Rossi Pool Renovation  
Project #: 18-38-001

This program requires a deed restriction be placed on the site before any reimbursements can be issued. The deed restriction is attached. You may make additions to the document if required by your agency but please do not change any of the legal language. Instructions for the deed restriction are also attached. Let me know if you have any questions.

Thank you,

Anne Davigeadono  
Project Officer  
California State Parks  
916-314-5188





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: February 10, 2021**

**SUBJECT: Contract for Subject Grant**

**GRANT TITLE: Per Capita Grant – Rossi Pool Renovation**

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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
- Grant budget
- Recreation and Park Commission Resolution
- Grant Agreement

**Special Timeline Requirements:** Approval needed by March/April 2021

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

Name: Toni Moran

Phone: 415 794-8341

Interoffice Mail Address: 49 South Van Ness, Suite 1220, San Francisco 94103

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).

