

File No. 250033

Committee Item No. \_\_\_\_\_

Board Item No. 10

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: \_\_\_\_\_

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

Board of Supervisors Meeting

Date: January 14, 2025

#### Cmte Board

- |                          |                                     |  |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/>            | Motion                                       |
| <input type="checkbox"/> | <input checked="" 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"/>            | Youth Commission Report                      |
| <input type="checkbox"/> | <input type="checkbox"/>            | Introduction Form                            |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/>            | MOU  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Information Form                       |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Budget                                 |
| <input type="checkbox"/> | <input type="checkbox"/>            | Subcontract Budget                           |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Contract/Agreement                           |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Award Letter                                 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Application                                  |
| <input type="checkbox"/> | <input type="checkbox"/>            | Public Correspondence                        |

#### OTHER

- |                          |                                     |   |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Recreation and Park Department Grant Checklist</u> |
| <input type="checkbox"/> | <input type="checkbox"/>            | _____   |
| <input type="checkbox"/> | <input type="checkbox"/>            | _____   |
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Prepared by: Jocelyn Wong

Date: January 10, 2025

Prepared by: \_\_\_\_\_

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

1 [Accept and Expend Grant - Metropolitan Transportation Commission - Visitacion Avenue  
2 Pedestrian and Bicycle Safety Improvement Project - \$750,000]

3 **Resolution authorizing the Recreation and Park Department (RPD) to accept and**  
4 **expend grant funds in the amount of \$750,000 from the Metropolitan Transportation**  
5 **Commission (MTC) for the Visitacion Avenue Bicycle and Pedestrian Safety**  
6 **Improvement Project for a grant performance period from Grant contract execution**  
7 **through August 30, 2029; approving the Grant contract with MTC that requires RPD to**  
8 **operate and maintain the project for a period of 20-years, commencing upon project**  
9 **completion, pursuant to Charter, Section 9.118(b); and authorizing the RPD General**  
10 **Manager to enter into amendments or modifications to the Grant contract that do not**  
11 **materially increase the obligations or liabilities to the City and are necessary to**  
12 **effectuate the purposes of the Grant contract or this Resolution.**

13  
14 WHEREAS, The Priority Conservation Area Program was established as part of the  
15 One Bay Area Plan that charts the course for the Bay Area's future and identifies a path to  
16 make the region more equitable for all residents and more resilient in the face of unexpected  
17 challenges; and

18 WHEREAS, The latest version of the plan, Plan Bay Area 2025, is made up of 35  
19 strategies across four key elements: housing, the economy, transportation, and the  
20 environment; and

21 WHEREAS, Plan Bay Area 2025 Environmental Element supports access to parks and  
22 open space by modernizing and expanding parks, trails and recreation facilities and supports  
23 these activities through the Priority Conservation Area (PCA) Program grants; and  
24  
25

1 WHEREAS, The Recreation and Park Department submitted a PCA Grant application  
2 for the Visitation Avenue Bicycle and Pedestrian Safety Improvement Project ("Project") that  
3 is located in McLaren Park, an existing PCA; and

4 WHEREAS, The Project was found to be consistent with the PCA Goals and was  
5 awarded \$750,000 in PCA Funding from the Congestion Management Air Quality (CMAQ)  
6 Improvement Program Budget; and

7 WHEREAS, As a condition of receiving the Grant, RPD is required to agree to the  
8 terms of the attached Grant Contract substantially in the form which is on file with the Clerk of  
9 the Board under File No. 250033 and which is hereby declared to be part of this Resolution as  
10 if set forth fully herein; and

11 WHEREAS, Relevant terms of the Grant Contract include a grant performance period  
12 starting upon execution of the grant agreement and ending on August 30, 2029, and

13 WHEREAS, The Grant Contract requires the property to be operated and maintained  
14 for public use for a period of 20-years, commencing upon project completion; and

15 WHEREAS, The Grant does not require an amendment to the Annual Salary  
16 Ordinance; and

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

19 RESOLVED, That the Board of Supervisors authorizes the Recreation and Park  
20 Department to accept and expend the Grant; and, be it

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

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

1           FURTHER RESOLVED, Due to incomplete documentation in the Accept and Expend  
2 submission, the funds accepted for this grant shall be placed into the Board of Supervisors'  
3 reserve until released; and, be it

4           FURTHER RESOLVED, Once all outstanding documents have been submitted, the  
5 Clerk of the Board is directed to schedule a hearing of the Budget and Finance Committee to  
6 duly review these documents and consider the release of the funds to the Department; now  
7 therefore, be it

8           FURTHER RESOLVED, That the Board of Supervisors authorizes the RPD General  
9 Manager to enter into any modifications and amendments to the Grant Contract, including to  
10 any of its exhibits, and authorizes the RPD General Manager to execute further agreements  
11 related to the Project, that the RPD General Manager determines, in consultation with the City  
12 Attorney, are in the best interests of the City and do not materially increase the obligations or  
13 liabilities of the City, are necessary or advisable to effectuate the purposes of the Project or  
14 this Resolution, and are in compliance with all applicable laws, including the City's Charter;  
15 and, be it

16           FURTHER RESOLVED, That within 30 days of the Grant Contract being fully executed  
17 by all parties, RPD shall provide the final Grant Contract to the Clerk of the Board for inclusion  
18 into the official file.

1 Recommended:  
2  
3 \_\_\_\_\_  
4 Phil Ginsburg  
5 General Manager  
6 Recreation and Park Department  
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Approved: \_\_\_\_\_

Daniel Lurie, Mayor

Approved: \_\_\_\_\_

Greg Wagner, Controller

**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: Priority Conservation Area – Visitacion Ave. Pedestrian and Bicycle Safety Improvement Project
2. Department: Recreation and Park Department
3. Contact Person: Toni Moran Telephone: (415) 794-8173
4. Grant Approval Status (check one):  
☒ [X] Approved by funding agency.      ☐ [ ] Not yet approved
5. Amount of Grant Funding Approved: \$750,000
- 6a. Matching Funds Required: Yes, 11.47% Grant Match required
- b. Source(s) of matching funds (if applicable)

Project Code	Fund Code	Fund Description	Authority Code
10038417	16940	CP R&P AHSC- Vis Valley Bike Ped Path	22687
10038417	16940	CP R&P AHSC- Vis Valley Light, Sign, Plant	22691

- 7a. Grant Source Agency: Metropolitan Transportation Commission
- b. Grant Pass-Through Agency (if applicable): N/A
8. Proposed Grant Project Summary:

The Project will construct new pedestrian and bicycle facilities in the Visitacion Avenue corridor in the southeastern section of San Francisco's McLaren Park to calm traffic, provide improved access to Visitacion Valley Middle School (VVMS), and better connect the Visitacion Valley and Sunnydale neighborhoods to the Park's program areas and trail network.

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

Start-Date: Upon Contract Execution

End-Date: August 30, 2029

- 10 a. Amount budgeted for contractual services: \$750,000
- 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 only
- 11a. Does the budget include indirect costs?      ☐ [ ] Yes      ☒ [X] No
- b1. If yes, how much? \$0
- b2. How was the amount calculated? Not Applicable
- c1. If not, 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?

The cost of department and division overhead associated with Recreation and Park and Public Works Staff.

12. Any other significant grant requirements or comments: Grant funds are provided on a reimbursement basis. Construction contract will be required to comply with Build America Buy America Procurement Guidelines.

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

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

☒ Existing Site(s)

☐ Existing Structure(s)

☒ Existing Program(s) or Service(s)

☐ Rehabilitated Site(s)

☐ Rehabilitated Structure(s)

☐ New Program(s) or Service(s)

☐ New Site(s)

☒ New Structure(s)

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

1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures
2. Having auxiliary aids and services available in a timely manner in order to ensure communication access; and
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:

Kevin W. Jensen, AIA, CSA

(Name)

Disability Access Coordinator, Public Works

(Title)

Date Reviewed: 1/3/2025

DocuSigned by:

Kevin W. Jensen

(Signature Required)

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

Philip A. Ginsburg

(Name)

General Manager, Recreation and Park Department

DocuSigned by:

Philip A. Ginsburg

Date Reviewed: 1/3/2025

(Signature Required)

Visitacion Avenue Pedestrian and Bicycle Safety Improvement Project  
Priority Conservation Area Grant

Project Budget		Funding Sources	
Construction Hard Costs	\$3,450,000	Affordable Housing & Sustainable Comm. Grant	\$ 2,505,299
Soft Costs	\$1,700,000	Priority Conservation Area Planning Grant	\$ 159,520
Project Reserve and Contingencies	\$500,000	Development Impact Fees	\$ 162,999
		Pacific Gas & Electric (PG&E ) pending approvals	\$ 850,000
		Priority Conservation Area Grant (pending approval)	\$ 750,000
		2020 Health and Recovey Bond (committed & potential)	\$ 1,222,182
Total Project Budget	\$ 5,650,000		\$ 5,650,000



**Metropolitan Transportation Commission and Association of Bay Area Governments**  
**MTC Planning Committee and ABAG Administrative Committee**

**November 8, 2024**

**Agenda Item 7a**

**Priority Conservation Area Grant Program: 2024 Grant Award Recommendations:  
Various Applicants (\$8.5 Million)**

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**Subject:**

Approval of \$8.5 million in grants to advance Plan Bay Area 2050 strategies to protect and enhance the region's natural and agricultural lands and improve outdoor access and urban greening through the Priority Conservation Area Grant (PCA) Program.

**Background:**

On December 8, 2023, the Joint MTC Planning Committee with the ABAG Administrative Committee (Committee) approved the release of a \$8.5 million Call for Proposals for the PCA Grant Program to support the implementation of Plan Bay Area 2050 Environment Strategy EN 5 (protect and maintain high-value conservation lands) and EN 6 (modernize and expand parks, trails, and recreation facilities).

**Application Process**

Consistent with Committee guidance, the PCA Grant Program 2024 Grant Guidelines and Call for Proposals established grant eligibility, funding targets, and evaluation criteria and detailed a two-step application and evaluation process. Eligible applicants and project activities remained similar to prior PCA grant cycles. A Call for Proposals was released on March 11, 2024, and kicked-off a two-step application and evaluation process. Letters of Interest (LOI) were submitted by May 8, 2024, and reviewed by an evaluation committee consisting of staff from MTC, ABAG/SFEP, and the State Coastal Conservancy (SCC). Twenty-four LOIs requesting more than \$21.2 million were received and evaluated. All applicants were notified on June 6 and fifteen projects were recommended to prepare full applications. Applicants provided full applications by August 28, 2024.

**Recommended Awards**

Based on the evaluation of the applications, staff are recommending approval of \$8.5 million in PCA grants for the following awards (Table 1; Attachment B).

**MTC Planning Committee and ABAG Administrative Committee****Agenda Item 7a****November 8, 2024****Page 2 of 3****Table 1. Recommended PCA Grant Program Project Awards**

<b>#</b>	<b>Applicant</b>	<b>Project Name</b>	<b>Project County</b>	<b>Proposed Award</b>
1	Golden Gate National Parks Conservancy	Evolving Shorelines Project at Bothin Marsh	Marin	\$ 670,000
2	City of Santa Rosa	Southeast Greenway	Sonoma	\$ 750,000
3	Sonoma County Regional Parks	Sonoma Schellville Trail Design	Sonoma	\$ 550,000
4	Napa County Regional Park and Open Space District	Phinney Fee Acquisition	Napa	\$ 1,000,000
5	Napa County Public Works	Napa Valley Vine Trail - Vista Carneros Segment	Napa	\$ 750,000
6	Solano County Resource Management	Farm to Market Phase 4	Solano	\$ 750,000
7	Contra Costa Resource Conservation District	Rangeland Enhancement through Livestock Pond Restoration	Contra Costa	\$ 280,000
8	East Bay Regional Park District	Tidewater Expansion at Martin Luther King Jr Regional Shoreline	Alameda	\$ 1,000,000
9	Santa Clara Valley Habitat Agency	Richmond Ranch Acquisition Project	Santa Clara	\$ 1,000,000
10	Peninsula Open Space Trust	Coyote Valley Wildlife Connectivity Planning Project	Santa Clara	\$ 250,000
11	Santa Clara Valley Open Space Authority	Rancho Canada del Oro Open Space Preserve Regional Bay Area Ridge Trail Expansion	Santa Clara	\$ 250,000

**MTC Planning Committee and ABAG Administrative Committee****Agenda Item 7a****November 8, 2024****Page 3 of 3**

#	Applicant	Project Name	Project County	Proposed Award
12	County of Santa Clara Parks and Recreation	Upper Stevens Creek Trail Project	Santa Clara	\$ 500,000
13	City and County of San Francisco Recreation and Parks Department	Visitacion Avenue Pedestrian and Bicycle Safety Improvement Project	San Francisco	\$ 750,000
	<b>TOTAL</b>			<b>\$8,500,000</b>

**Next Steps:**

Staff will work with selected awardees to finalize scopes of work, budgets, and timelines.

**Issues:**

None.

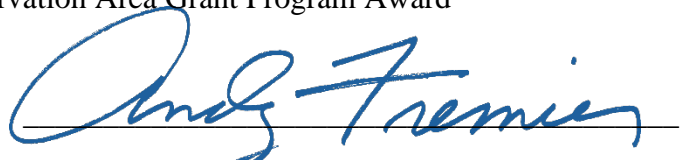
**Recommendations:**

Staff recommends the MTC Planning Committee approve \$8,500,000 in recommended grants to advance Plan Bay Area 2050 strategies to protect and enhance the region's natural and agricultural lands and improve outdoor access and urban greening through the Priority Conservation Area Grant Program. Associated programming revisions to MTC Resolution Nos. 3989, Revised and 4505, Revised are included in the November Programming and Allocations Committee agenda.

Award funding pending cooperative development of a scope between MTC and the project sponsor.

**Attachments:**

- Attachment A: Presentation
- Attachment B: 2024 Priority Conservation Area Grant Program Award Recommendations



Andrew B. Fremier

**MASTER AGREEMENT****ADMINISTERING AGENCY-STATE AGREEMENT  
FOR  
FEDERAL-AID PROJECTS**(District/Agency Name)  
\_\_\_\_\_

District Administering Agency

Agreement No. \_\_\_\_\_

This AGREEMENT, is entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 20 , by and between AGENCY NAME, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

**RECITALS:**

1. WHEREAS, the Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and subsequent Transportation Authorization Bills to fund transportation programs; and
2. WHEREAS, the Legislature of the State of California has enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as recipients of these federal-aid funds in accordance with the intent of federal law; and
3. WHEREAS, before federal funds will be made available for a specific program project, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving federal funds for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

**ARTICLE I - PROJECT ADMINISTRATION**

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project specific "Authorization/Agreement Summary", herein referred to as "E-76" document, is approved by STATE and the Federal Highway Administration (FHWA).
2. The term "PROJECT", as used herein, means that authorized transportation related project and related activities financed in part with federal-aid funds as more fully-described in an "Authorization/ Agreement Summary" or "Amendment/Modification Summary", herein referred to as "E-76" or "E-76 (AMOD)" document authorized by STATE and the Federal Highway Administration (FHWA).
3. The E-76/E-76 (AMOD) shall designate the party responsible for implementing PROJECT, type of work and location of PROJECT.
4. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive federal-aid funds from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these federal funds that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
5. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future authorizations/obligations and invoice payments for any on-going or future federal-aid project performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.
6. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of federal funds encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
7. Federal, state and matching funds will not participate in PROJECT work performed in advance of the approval of the E-76 or E-76 (AMOD), unless otherwise stated in the executed project- specific PROGRAM SUPPLEMENT. ADMINISTERING AGENCY agrees that it will only proceed with the work authorized for that specific phase(s) on the project-specific E-76 or E-76 (AMOD). ADMINISTERING AGENCY further agrees to not proceed with future phases of PROJECT prior to receiving an E-76 (AMOD) from STATE for that phase(s) unless no further federal funds are needed or for those future phase(s).

8. That PROJECT or portions thereof, must be included in a federally approved Federal Statewide Transportation Improvement Program (FSTIP) prior to ADMINISTERING AGENCY submitting the "Request for Authorization".
9. ADMINISTERING AGENCY shall conform to all state statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.
10. If PROJECT is not on State-owned right of way, PROJECT shall be constructed in accordance with LOCAL ASSISTANCE PROCEDURES that describes minimum statewide design standards for local agency streets and roads. LOCAL ASSISTANCE PROCEDURES for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY- approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current LOCAL ASSISTANCE PROCEDURES
11. If PROJECT involves work within or partially within State-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and, where appropriate, an executed Cooperative Agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.
12. When PROJECT is not on the State Highway System but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.
13. If PROJECT is using STATE funds, the Department of General Services, Division of the State Architect, or its designee, shall review the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.
14. ADMINISTERING AGENCY will advertise, award and administer PROJECT in accordance with the current LOCAL ASSISTANCE PROCEDURES unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT.

15. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT who is not a consultant.
16. ADMINISTERING AGENCY shall submit PROJECT-specific contract award documents to STATE's District Local Assistance Engineer within sixty (60) days after contract award. A copy of the award documents shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY.
17. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within one hundred eighty(180) days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LOCAL ASSISTANCE PROCEDURES
18. ADMINISTERING AGENCY shall comply with: (i) section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.
19. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM (Exhibit-A) attached hereto) and the NONDISCRIMINATION ASSURANCES (Exhibit B attached here to). ADMINISTERING AGENCY further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of PROJECT-related work shall incorporate Exhibits A and B (with third party's name replacing ADMINISTERING AGENCY) as essential parts of such agreement to be enforced by that third party as verified by ADMINISTERING AGENCY

## ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a federal-aid PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights of way are available for construction purposes or will be available by the time of award of the construction contract.
2. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right of way for a PROJECT, including, but not limited to, being clear as certified or if said right of way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. The furnishing of right of way as provided for herein includes, in addition to all real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of relocation costs and damages to remainder real property not actually taken but injuriously affected by



PROJECT. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights of way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

3. Subject to STATE approval and such supervision as is required by LOCAL ASSISTANCE PROCEDURES over ADMINISTERING AGENCY's right of way acquisition procedures, ADMINISTERING AGENCY may claim reimbursement from federal funds for expenditures incurred in purchasing only the necessary rights of way needed for the PROJECT after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.
4. When real property rights are to be acquired by ADMINISTERING AGENCY for a PROJECT, said ADMINISTERING AGENCY must carry out that acquisition in compliance with all applicable State and Federal laws and regulations, in accordance with State procedures as published in State's current LOCAL ASSISTANCE PROCEDURES and STATE's Right-of-Way Manual, subject to STATE oversight to ensure that the completed work is acceptable under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
5. Whether or not federal-aid is to be requested for right of way, should ADMINISTERING AGENCY, in acquiring right of way for PROJECT, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in 49 CFR, Part 24. The public will be adequately informed of the relocation payments and services which will be available, and, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from his/her dwelling or to move his/her business or farm operation without at least ninety (90) days written notice from ADMINISTERING AGENCY. ADMINISTERING AGENCY will provide STATE with specific assurances, on each portion of the PROJECT, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that ADMINISTERING AGENCY's relocation program is realistic and adequate to provide orderly, timely and efficient relocation of PROJECT-displaced persons as provided in 49 CFR, Part 24.
6. ADMINISTERING AGENCY shall, along with recording the deed or instrument evidencing title in the name of the ADMINISTERING AGENCY or their assignee, also record an Agreement Declaring Restrictive Covenants (ADRC) as a separate document incorporating the assurances included within Exhibits A and B and Appendices A, B, C and D of this AGREEMENT, as appropriate.

### **ARTICLE III - MAINTENANCE AND MANAGEMENT**

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.
2. Upon ADMINISTERING AGENCY's acceptance of the completed federal-aid construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT,



ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and FHWA and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE and FHWA. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future federal-aid projects of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE and FHWA. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

#### **ARTICLE IV - FISCAL PROVISIONS**

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission (CTC).
2. STATE'S financial commitment of federal funds will occur only upon the execution of this AGREEMENT, the authorization of the project-specific E-76 or E-76 (AMOD), the execution of each project-specific PROGRAM SUPPLEMENT, and STATE's approved finance letter.
3. ADMINISTERING AGENCY may submit signed invoices in arrears for reimbursement of participating PROJECT costs on a regular basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.
4. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six (6) months commencing after the funds are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future authorizations/obligations, and invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six (6) month period.
5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
6. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State.

Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursement of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.
8. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
9. Once PROJECT has been awarded, STATE reserves the right to de-obligate any excess federal funds from the construction phase of PROJECT if the contract award amount is less than the obligated amount, as shown on the PROJECT E-76 or E-76 (AMOD).
10. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.
11. The estimated total cost of PROJECT, the amount of federal funds obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES hereto with a finance letter, a detailed estimate, if required, and approved E-76 (AMOD). Federal-aid funding may be increased to cover PROJECT cost increases only if such funds are available and FHWA concurs with that increase.
12. When additional federal-aid funds are not available, ADMINISTERING AGENCY agrees that the payment of federal funds will be limited to the amounts authorized on the PROJECT specific E-76 / E-76 (AMOD) and agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.
13. ADMINISTERING AGENCY shall use its own non-federal funds to finance the local share of eligible costs and all expenditures or contract items ruled ineligible for financing with federal funds. STATE shall make the determination of ADMINISTERING AGENCY's cost eligibility for federal fund financing of PROJECT costs.
14. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.
15. Federal and state funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.
16. Federal funds encumbered for PROJECT are available for liquidation for a period of six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. State funds encumbered for PROJECT are available for liquidation only for six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. Federal or state funds not liquidated

within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance (per Government Code section 16304). The exact date of fund reversion will be reflected in the STATE signed finance letter for PROJECT.

17. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.
18. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.
19. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allow ability of individual PROJECT cost items.
20. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.
21. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.
22. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided hereunder or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty 30 days of demand, or within such other period as may be agreed to in writing between the PARTIES, STATE, acting through the State Controller, the State Treasurer, or any other public entity or agency, may withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may withhold approval of future ADMINISTERING AGENCY federal-aid projects.
23. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 22, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

24. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover State funds improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT

## ARTICLE V

### AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of ARTICLE V.
2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.
3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.
4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year. The Federal Funds received under a PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205.
5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.
6. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contract over \$10,000, or other contracts over \$25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)) on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions 5, 6, 17, 19 and 20 of ARTICLE IV, FISCAL PROVISIONS, and provisions 1, 2, and 3 of this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING RECORDS RETENTION AND REPORTS,
8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner as required of all other PROJECT expenditures.
9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with the LOCAL ASSISTANCE PROCEDURES.

### **ARTICLE VI - FEDERAL LOBBYING ACTIVITIES CERTIFICATION**

1. By execution of this AGREEMENT, ADMINISTERING AGENCY certifies, to the best of the signatory officer's knowledge and belief, that:
  - a. No federal or state appropriated funds have been paid or will be paid, by or on behalf of ADMINISTERING AGENCY, to any person for influencing or attempting to influence an officer or employee of any STATE or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any STATE or federal contract, including this AGREEMENT, the making of any STATE or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any STATE or federal contract, grant, loan, or cooperative contract.
  - b. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this AGREEMENT, grant, local, or cooperative contract, ADMINISTERING AGENCY shall complete and submit Standard Form-LLL, "Disclosure Form to Rep Lobbying," in accordance with the form instructions.
  - c. This certification is a material representation of fact upon which reliance was placed when this AGREEMENT and each PROGRAM SUPPLEMENT was or will be made or entered into. Submission of this certification is a prerequisite for making or entering into this AGREEMENT imposed by Section 1352, Title 31, United States Code. Any party who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
2. ADMINISTERING AGENCY also agrees by signing this AGREEMENT that the language of this certification will be included in all lower tier sub-agreements which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

### **ARTICLE VII - MISCELLANEOUS PROVISIONS**

1. ADMINISTERING AGENCY agrees to use all state funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and the relevant Federal Regulations.



2. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
3. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE or the federal government.
4. Each project-specific E-76 or E-76 (AMOD), PROGRAM SUPPLEMENT and Finance Letter shall separately establish the terms and funding limits for each described PROJECT funded under the AGREEMENT. No federal or state funds are obligated against this AGREEMENT.
5. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT. ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.
6. ADMINISTERING AGENCY certifies, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the work actually performed, or in STATE's discretion, to deduct from the price of consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
7. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.
8. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE, FHWA or Federal Transit Administration (FTA) that may have an impact upon the outcome of this AGREEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of this AGREEMENT.
9. ADMINISTERING AGENCY hereby certifies that it does not have nor shall it acquire any financial or business interest that would conflict with the performance of PROJECT under this AGREEMENT. ADMINISTERING AGENCY certifies that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the work actually performed, or to deduct from the PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.
10. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Officer who may consider any written or verbal

evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Officer.

11. Neither the pending of a dispute nor its consideration by the Contract Officer will excuse ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT.
12. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.
13. Neither STATE nor any officer or employee thereof shall be responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under, or in connection with, any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.
14. STATE reserves the right to terminate funding for any PROJECT upon written notice to ADMINISTERING AGENCY in the event that ADMINISTERING AGENCY fails to proceed with PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT, the bonding requirements if applicable, or otherwise violates the conditions of this AGREEMENT and/or PROGRAM SUPPLEMENT, or the funding allocation such that substantial performance is significantly endangered.
15. No termination shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if not reasonably susceptible of cure within said thirty (30) day period, ADMINISTERING AGENCY proceeds thereafter to complete the cure in a manner and time line acceptable to STATE. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of PROJECT

**Local Assistance Procedures Manual****Exhibit 4-C  
Master Agreement**

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completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

16. In case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project- specific PROGRAM SUPPLEMENT, the terms stated in that PROGRAM SUPPLEMENT shall prevail over those in this AGREEMENT.
17. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.
18. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT by their duly authorized officers.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

ADMINISTERING AGENCY NAME

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Chief, Office of Project Implementation  
Division of Local Assistance

\_\_\_\_\_  
Representative Name & Title  
(Authorized Governing Body Representative)

Date \_\_\_\_\_

Date \_\_\_\_\_



**EXHIBIT A****FAIR EMPLOYMENT PRACTICES ADDENDUM**

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.
2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 1290-0 et seq.), and the applicable regulations promulgated thereunder (California code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(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. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.
3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.
4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.
5. Remedies for Willful Violation:
  - (a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

- (b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

**EXHIBIT B NONDISCRIMINATION ASSURANCES**

ADMINISTERING AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation. ADMINISTERING AGENCY HEREBY GIVES ASSURANCE THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.
2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, disadvantage business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.
4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where ADMINISTERING AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the

acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix C;

- (a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

- (b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates ADMINISTERING AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:

- (a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.

9. That ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of STATE assisted contracts. ADMINISTERING AGENCY'S DBE Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and

may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, sub grantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

**APPENDIX A TO EXHIBIT B**

During the performance of this Agreement, ADMINISTERING AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as ADMINISTERING AGENCY) agrees as follows:

- (1) **Compliance with Regulations:** ADMINISTERING AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) **Nondiscrimination:** ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.
- (3) **Solicitations for Sub-agreements, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - (a) withholding of payments to ADMINISTERING AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) **Incorporation of Provisions:** ADMINISTERING AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

ADMINISTERING AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

**APPENDIX B TO EXHIBIT B**

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

**(GRANTING CLAUSE)**

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

**(HABENDUM CLAUSE)**

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

- (1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and) \*
- (2) that ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and
- (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.\*

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\* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.



**APPENDIX C TO EXHIBIT B**

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7(a) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)\*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)\*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

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\* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

**APPENDIX D TO EXHIBIT B**

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7 (b) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

- (1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;
- (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
- (3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)\*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)\*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

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\* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

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## PROJECT INFORMATION

**Project name**

### Project location and extent

City:

County:

Designated PCA Name(s):

Acreage (if relevant):

APNs (if an acquisition):

Trail length (if relevant – miles or linear feet):

Stream miles (if relevant – miles or linear feet):

### Project schedule

Proposed start date for work under the grant:

Estimated completion date:

## ELECTED REPRESENTATIVES FOR PROJECT

Congressional District(s): [www.house.gov](http://www.house.gov)

District number	Name
15th	Kevin Mullin

State Senate District(s): [www.senate.ca.gov](http://www.senate.ca.gov)

District number	Name
11th	Scott Wiener

Assembly District(s): [www.assembly.ca.gov](http://www.assembly.ca.gov)

District number	Name
17th	Matt Haney

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## PROJECT DESCRIPTION

*Provide a clear, detailed description of the project proposed for funding. If PCA funding is used to deliver a sub-element of a larger project, identify that element and how it relates to the overall project. Include: 1) specific purpose and need for the project; 2) the project's goals and objectives; and 3) specific tasks that will be undertaken (tasks in the budget and schedule should be explained here). Please limit the Project Description to no more than 2 pages.*

The Project will construct new pedestrian and bicycle facilities in the Visitacion Avenue corridor in the southeastern section of San Francisco's McLaren Park to calm traffic, provide improved access to Visitacion Valley Middle School (VVMS), and better connect the Visitacion Valley and Sunnydale neighborhoods to the Park's program areas and trail network. The Project will be completed in two-phases, with Priority Conservation Funds supporting the first phase.

Phase I Project pedestrian improvements include constructing a new 1,275 linear feet (LF) sidewalk, from VVMS south to Hahn Street, and a new crosswalk at Leland Avenue. Lighting will also be featured, with 14 light poles along the sidewalks and flashing beacons at the crosswalk.

Phase 1 bicycle facility improvement includes the construction of a 2,200 LF two-way cycle track (for a total of 4,400 LF when counting each direction separately). The cycle track will be located in the upper section (S1) and middle section (S2) of Visitacion Avenue and end at the Leland Avenue crosswalk. At this point, the cycle track will split into two bike facilities: a temporary bicycle facility will be constructed on the lower section (S3) of Visitacion Avenue from the Leland Avenue Crosswalk to Hahn Street and a new two-way bikeway, 750 linear feet in length (1,500 LF when counting each direction separately), will depart from Visitacion Avenue at Leland Avenue crosswalk and head to the southern border of SFRPD property, along the Gleneagles Golf Course. The new bikeway will remove and replace approximately 750 LF of fencing along the eastern edge of Gleneagles Golf Course bordering Herz Playground.

Phase 2 of the construction of the bikeway is located outside of the SFRPD property line and will be initiated upon the completion of Block 2 of Sunnydale Housing Project, anticipated to occur in 2029. The bikeway will continue south, through the future Sunnydale Block 2 open space and provide a connection with the two-way cycle track along the north edge of Sunnydale Avenue (AKA the Sunnydale Linear Open Space). In addition, as part of Phase 2, SFRPD will also remove the temporary cycle track on the lower section (S3) of Visitacion and restripe on-street parking that was removed for the temporary cycle track. This street parking will serve as the primary public parking located near the Herz Playground, Coffman Pool, and the new Herz Recreation Center, currently in construction. The parking will support the many special events and activities to be hosted at the Herz Playground that serve the community and the City at large.

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The first phase of the Project will provide urban greening benefits by planting California native plants, protecting adjacent natural resources and reducing stormwater runoff from entering into the City's combined sewer system. This will reduce potential wastewater facility overflow into the San Francisco Bay during major storm events. The project will plant 10,000 square feet of San Francisco native plants (primarily on the east side of Visitacion Avenue, between Raymond Avenue and VVMS) and 50 native trees on the east side, along the new bikeway on the west side of the street, and in other areas of the park. The existing Leland raingarden will continue to help capture stormwater from the upper portion Visitacion Avenue and the additional plantings will enhance the existing McLaren Native Plant Garden. In addition to active demonstration of urban greening benefits, interpretive signage in this area will be viewed by many volunteers and youth program participants.

A substantial amount of work has been put into the project topography, cost analysis and scope in the last few months to prioritize the smooth implementation of the pedestrian and bicycle facilities.

The cycle track distance has been extended from 1,800 LF to 2,200 LF, and the multiuse track has developed into a class 1 bikeway that sits at 775 LF. We adjusted the tree and planting strategy, which will be completed as part of a nearby project focusing on McLaren Park trails. In addition, all of the water retention features and work supported by the Public Utilities Commission were removed.

We are currently reviewing the feasibility of irrigation systems versus relying on plant establishment services to oversee the management of our native trees and plants, as drought-tolerant species don't require irrigation.

Moving forward, this project will focus on delivering the bicycle and pedestrian safety elements to ensure a timely and efficient project completion.

Though the period of project delivery has been extended, we have a clear timeline of the proposed work plan including 35% of design drawings for Upper Visitacion Avenue prepared by the San Francisco Public Works.

We are working closely with all of our stakeholders to ensure transparency and effective communication. The delivery of the final project is dependent on the completion of Block 2 of the Sunnydale housing development.

Staff is working on environmental review.

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## FUNDING

**Total Project Cost:** \$4,188,188

**PCA Funds Requested:** \$1,000,000.00

*Match is not required but cost effectiveness and leveraging of staff and funding resources will be considered. However, should a project be selected to receive federal funds, applicants are required to provide a minimum non-federal match of 11.47 percent of the total project cost.*

**Other Funds to be provided by the Sponsor (not including in-kind services):**

Source of funds	Amount (\$)	Status Committed, Pending, Future
Affordable Housing Sustainable Communities Grant	\$2,338,188	Committed.
Pacific Gas and Electric Grant	\$850,000	Committed.
Clean and Safe Neighborhood Park Bond	\$200,000	Committed. Funds Project planning and indirect costs.

**Total Project Funding (PCA Request + Other Funds):**

- Funding notes (Optional): San Francisco Public Utilities Commission has and will continue to support green infrastructure improvements as needed. These items are pending more detailed design.
- In-kind services notes (Optional): Clean and Safe Neighborhood Park Bond supports planning and design work completed to date and will support indirect cost associated with labor.

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## PRELIMINARY BUDGET

*In the budget matrix below, list the major tasks of the proposed project, the estimated cost of the task, and the funding sources (applicant, PCA grant funding, and other) for the task. The listed tasks should correlate with the tasks described in the Project Description and listed on the Anticipated Schedule.*

Task Number	Task	PCA Grant Funding	Other Funds	Total Cost
1	Grant Administration- Project Management and Construction Management	\$199,800.00		\$199,800.00
2	Complete project design		\$80,000.00	\$80,000.00
3	Environmental Review	\$11,798.00		\$11,798.00
4	Construction	\$752,201.00	\$2,675,511.00	\$3,427,712
5	Contingency	\$36,201.00	\$432,677.00	\$468,878
	<b>TOTAL:</b>	\$1,000,000	\$3,188,188	\$4,188,188

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## ANTICIPATED SCHEDULE

List the project tasks and all significant project milestones (for example, California Environmental Quality Act/National Environmental Policy Act compliance, obtaining of permits, completion of design documents, appraisal preparation and other land acquisition documents, advertisement and award of construction contract, commencement of construction, and project completion). For each item provide the expected completion date.

Task or Milestone	Expected Completion Date
1. CEQA Review	12/16/2024
2 . Initiate Priority Conservation Grant Agreement	2/15/2025
3. Implement Urban Greening Planting North of Raymond	4/1/2025
4. Secure Plant Establishment Contractor	4/1/2025
5. Community Planning/Project Update	4/19/2025
6. Complete 35%, 65%, and 95% Design Review	11/1/2025
7. Constructability review	1/2/2026
8. 100% Design	3/23/2026
9. Bid advertisement and opening. Review of bidder qualification.	7/6/2026
10. Public Works and SFRPD Commission Approval	7/23/2026
11. Phase 1- Construction – Notice to Proceed	8/6/2026
12. Construction contingency	8/30/2027
13. Phase 1- Substantial Completion	12/30/2027
14. Phase 1- Construction Closeout	4/30/2028
15. PCA Grant Closeout	8/30/2028
16. Gap between Phase 1 and Phase 2	8/30/2029
17. Phase 2 – Bikeway connection to Sunnydale Class IV Bicycle Facility.	8/30/2029

[Click here to enter a date.](#)





Phil Ginsburg, General Manager  
Recreation and Park Department  
501 Stanyan Street  
San Francisco, CA 94117-1898

Dear Phil,

On behalf of the San Francisco Conservation Corps, we extend our support to the San Francisco Recreation and Park Department's Priority Conservation Area Grant Application for the Visitacion Avenue Pedestrian and Bicycle Safety Improvement Project.

The Project will enhance access to McLaren Park and Herz Playground from the Sunnydale and Visitacion Valley neighborhoods and make multiple connections to McLaren Park's trail network and the City bikeway system. This will include bicycle access to the Mansell Corridor, which links to the northern and western sides of the park and the Portola and Excelsior neighborhoods. The Project also creates a welcoming entrance at the border of Sunnydale, where residents have historically felt isolated from Park trails and amenities.

The Priority Conservation Grant will provide essential funding to create a critical bikeway link between the Sunnydale HOPE SF area to McLaren Park's Visitacion Ave and Visitacion Valley Middle School. We know that San Francisco Recreation and Park has been collaborating with Sunnydale HOPE SF to ensure that the bikeway built at Herz Playground connects to the planned bikeway at Sunnydale Block 2 Open Space, and the Sunnydale Ave cycle track known as the Sunnydale Linear Open Space.

Along Visitacion Avenue, the project will create a barrier protected Class IV bikeway, and vitally needed sidewalks to connect to the Park and Visitacion Valley Middle School from nearby neighborhoods.

The SFCC is currently collaborating with SFRPD to refine the scope for their Habitat Conservation Fund-funded work in the Visitacion Avenue corridor, as part of the McLaren Trails Priority Improvements project. On that project, SFCC crews will work with SFRPD Natural Resources Staff and the prime contractor to support demolition, clearing and grubbing, and planting of the area. SFRPD staff have informed us of a synergistic opportunity for the Corps to further contribute to enhancing placemaking, safety, and natural beauty in McLaren Park, by adding trees and additional plant establishment to our contract, should PCA funding be received.

We look forward to continuing our support of this improvement to McLaren Park, and the Visitacion Valley and Sunnydale neighborhoods of San Francisco.

Sincerely,

A handwritten signature in black ink, appearing to read "James Walker".

James Walker

Executive Director



ASSOCIATION OF BAY AREA GOVERNMENTS  
METROPOLITAN TRANSPORTATION COMMISSION

In cooperation with



Coastal Conservancy

# Priority Conservation Area Grant Program

## APPLICATION FORM

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Applications are to be submitted via email to the PCA Evaluation Committee at [PCAGrants@bayareametro.gov](mailto:PCAGrants@bayareametro.gov) by **August 28, 2024**. Emails cannot exceed 20 MB (please divide up attachments among separate emails, if necessary).

*Click in the shaded text fields below to enter text, numbers and dates. The fields will expand to accommodate the data. Please adhere to the character and page limits noted, where noted.*

### APPLICANT INFORMATION

Organization:

Contact Person:

Email:

Telephone:

Address:

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## ADDITIONAL QUESTIONS

*For each question, please limit your answer to 1,000 characters.*

### 1. **Applicant**

*Describe the grant applicant (and project sponsor, if different) and their ability to undertake the project.*

SFRPD's Capital Improvement Division, established in 2001, will oversee project development and implementation. Capital staff are experienced in park planning, community outreach, and landscape architecture, and work closely with San Francisco Public Works who provides architecture and engineering work. Project construction will be completed by a qualified, licensed contractor that meets the project specific qualifications and has documented a minimum of experience completing similar projects.

SFRPD has successfully managed many large-scale facility and park renovations as well as constructed bicycle and pedestrian facilities in our parks including the Mansell Corridor, Marina Green Multi-use Path, and JFK Drive Promenade.

The native tree and plant selection was supported by the SFRPD Natural Resources Division, whose expertise in sensitive plant and animal species, habitat identification and restoration will assure that the plant palette is compatible with the area's microclimates.

### 2. **Consistency with Plans**

*Describe how the project is supported by, consistent with, or in conflict with any applicable local or regional plans, such as Plan Bay Area 2050, Estuary Blueprint, Conservation Lands Network, general plans, county or regional trail plans, regional conservation plans, climate action plans, Habitat Conservation Plans/Natural Community Conservation Plans, etc. Identify the pertinent plan(s) and the date adopted by the applicable local/regional entity.*

In 2018, the McLaren Park Vision Plan and the Visitacion Valley Impact District prioritized the redesigning the Visitacion Avenue roadway to create pedestrian and bike access along the corridor. The 2018 McLaren Park Visioning Plan was developed with feedback from 100's of residents and included meetings with bicyclist, artists, the SF Arts Commission, Visitacion Valley Middle School, and other park users.

San Francisco General Plan's Recreation and Open Space Element (ROSE), POLICY 1.5 states McLaren Park should be prioritized for better utilization and further recommends existing traffic conditions be examined to reduce conflicts between vehicles and park users.

Improving the existing right-of-way in the park to allow for safe pedestrian, vehicular and bike access where appropriate is also identified.

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### **3. Public, Stakeholder, and Tribal Engagement**

*Describe the status and approach to public, stakeholder, and Tribal engagement for the project, including Equity Priority Communities. If engagement activities have not yet occurred and/or are proposed to be funded by the PCA grant, briefly describe potential engagement approach and anticipated stakeholders. If there is no public/stakeholder/Tribal engagement, please describe why no engagement is necessary to effectively implement the project.*

To date, SFRPD staff has held 4 community meetings, attended 5 community/school meetings and collected 840 survey response. Participants in this outreach include residents, park and neighborhood organizations, bicycle/walking groups, and local service providers.

Sunnydale specific outreach included presentation at two community NeighborUp meetings and a site walk. SFRPD coordinated with SFMTA neighborhood Active Transportation Planning to help facilitate McLaren Park bicycle travel.

Outreach methods included direct mail and email, e-newsletters; a project webpage; social media; paper/online surveys, and government/community channels. Materials are also translated into other languages.

SFRPD outreach targets historically under-engaged populations, elderly, and persons with disabilities.

Tribal engagement: A supplemental Preliminary Archeological Report shared with SFRPD noted that there are no archaeological sites recorded within the project area nor within a ¼ mile of the project.

### **4. Partners**

*As applicable, describe the implementing partner public agencies, non-profit organizations, and other entities and individuals and their role in project implementation.*

SFRPD is partnering with the following organizations:

HOPE SF Team including Mercy Housing and Related CA.

Pacific Gas and Electric: Funding from PG&E for this easement option is providing key resources for the pedestrian and bicycle safety project on Visitacion Avenue. The Project Team has been coordinating with PG&E, who is requesting future easement for installation of a transmission line that will be key to providing electric resiliency for the City of San Francisco.

San Francisco Conservation Corps: The SFCC is currently collaborating with SFRPD to refine the scope for their Habitat Conservation Fund-funded work in the Visitacion Avenue corridor. The Corps will have the opportunity to further contribute to the project by adding trees and additional plants to enhance the project

WalkSF: Walk SF is San Francisco's only pedestrian advocacy association, advocating for life-saving changes across the city to protect the millions of people who walk in San

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Francisco every year.

## **5. Compliance with CEQA and NEPA**

*All projects to be funded must comply with the California Environmental Quality Act ("CEQA"). Projects with federal funding must also comply with the National Environmental Policy Act ("NEPA"). CEQA and NEPA do not apply to projects that will not have either a direct or indirect effect on the environment. For all other projects, if the project is statutorily or categorically exempt under CEQA/NEPA, no further review is necessary. If the proposed project is not exempt, it must be evaluated by a public agency that is issuing a permit, providing funding, or approving the project, to determine whether the activities may have a significant effect on the environment. Please describe the status of CEQA/NEPA review.*

CEQA will be initiated in Fall 2024. The CEQA application will include information of both Phase 1 and Phase 2 of the project and secures for approval for all the design options under consideration. Staff is in the process of conducting site visits and completing tree surveys.

## **6. Land Acquisition**

*If your project includes property acquisition, please describe the status and expected conclusion of landowner negotiations, as well as any key issues/considerations needing resolution.*

All the property in Phase 1 is under the jurisdiction of the SFRPD.

## **7. Multiple Benefits**

The project supports healthy lifestyles by providing bicycle and pedestrian facilities in underserved neighborhoods. Not only will the project create new walking and biking opportunities, but it will also create new social opportunities to prevent physical isolation. The project will remove and replace many non-native, failing trees with native California Buckeye, coast live oak, and toyon. These trees will enhance our urban tree canopy by continuing to reduce heat surface by providing shade and producing oxygen. The addition of trees to help reduce these pollutants can help address these pollutants. Even if in a small way, over time, planting trees in this community can help combat these pollutants and improve air quality. According to I-Tree Calculator, the 50 trees planted will remove 18.57 lbs. of PM2.5. The biodiversity of this area of the park will further be enhanced by providing important nectar sources and food, as well as nesting opportunities for resident and migratory birds.

## **8. Operations, Monitoring and Maintenance**

*Please describe plans and anticipated funding for operation, monitoring and maintenance of the project/property, including (for acquisitions) any development of an endowment, property management or monitoring plan.*

- 
- **Design Plan** – Construction projects should include one or more design drawings or graphics indicating the intended site improvements.
  - **Site Photos** – One or more clear photos of the project site.
  - **Letters of Support (*Not Required*)** – Provide any letters of support from public agencies, non-profit organizations, elected officials, and other entities and individuals.



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Long term site operations and maintenance will be provided by the SFRPD Operations and Structural Maintenance Yard Divisions. No acquisitions are required as the property is entirely within the department's jurisdiction. Monitoring of usage through usage counters may be installed once the facility is installed and operational. Native trees and plant establishment in the area north of Raymond will be monitored by a local volunteer organization, while tree plantings on the eastside will involve hiring a workforce development organization to water the trees until they are established.

## 9. Additional Questions

*Please respond to any additional questions sent to you by the review committee.*

- *Please provide additional information on the stormwater runoff elements and benefits*

The original project scope identified two rain gardens adjacent to the Bicycle and Pedestrian facilities that were to be funded by San Francisco Public Utilities Commission funding. However, the site plan has since been modified, and these rain gardens removed. As the Project design becomes solidified, opportunities for green infrastructure will become clear and may be added back to the scope. As mentioned in the narrative, stormwater generated in the upper portion of Visitacion Avenue does divert to the Leland Rain garden. The SFRPD continues to work closely with SFPUC on reducing stormwater from entering our combined sewer system. We are constructing other rain gardens in the park with funding support from the SFPUC.

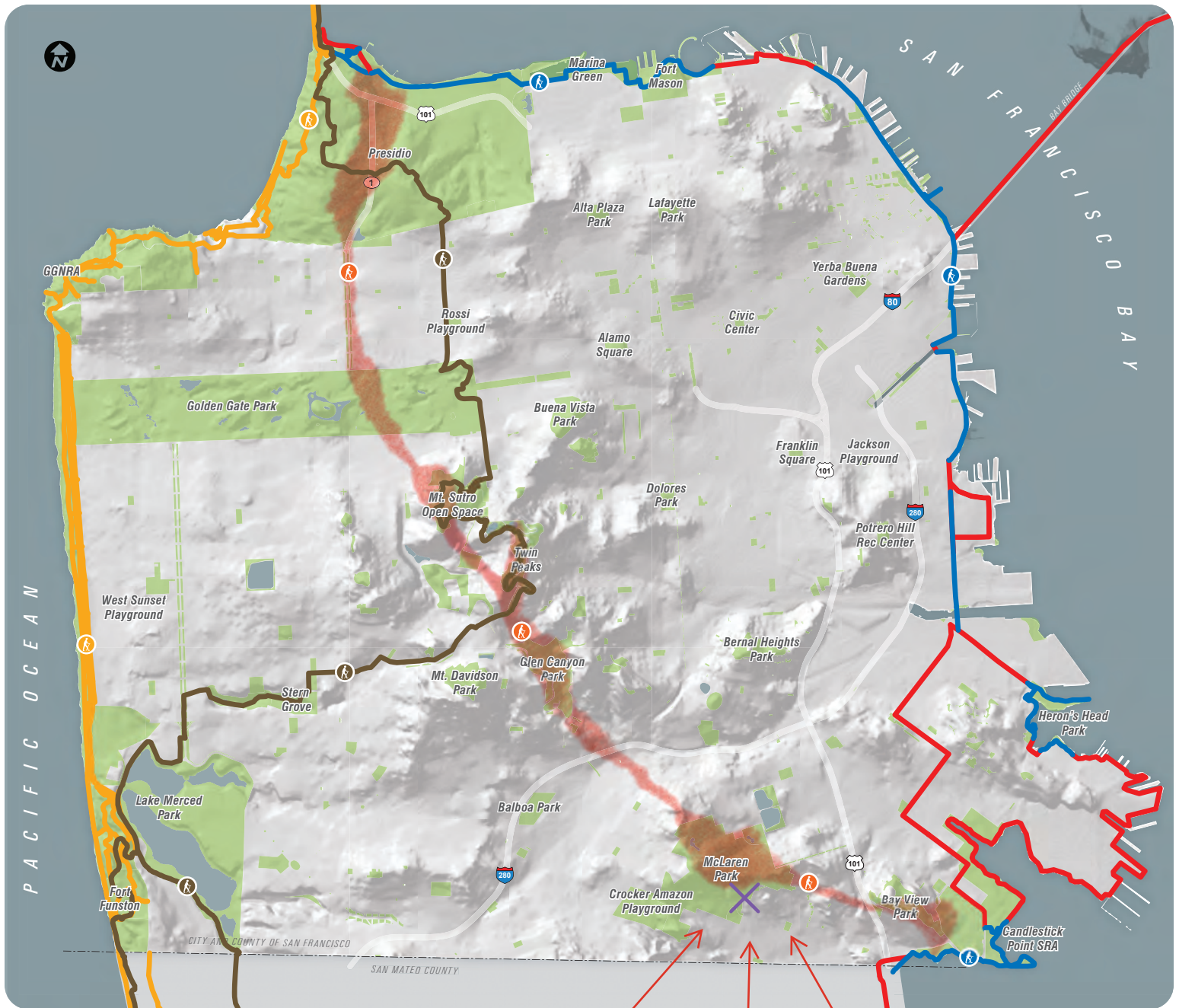
- *Please describe the anticipated approach to development of interpretive signage, if any*

Interpretive sign design and content is being considered at the park scale, with our 2020 McLaren Park Bond Planning. SFRPD will work with our Natural Resources Division staff, the San Francisco Estuary Institute, and Nature in the City for content generation. We will also review and possibly pull content from the Cultural Landscape report being prepared by our consultant, ARG. Finally, we will investigate incorporating wood form trees removed in McLaren Park into the signage construction.






## PROJECT GRAPHICS AND ATTACHMENTS

*Provide the following project graphics and attachments with your application. If you already submitted these with your letter of intent, you do not need to resend. Maps can be sent as pdf or jpg files. Project photos should be provided in jpg format.*

- **Regional Map** – Identify the project's location in relation to prominent area features and significant natural and recreational resources, including regional trails and protected lands.
- **Site-scale map** – Show the location of project elements in relation to natural and man-made features on-site or nearby. Any key features discussed in project description should be shown.



## Regional Trails

-  San Francisco Bay Trail
-  San Francisco Bay Trail (Proposed)
-  California Coastal Trail
-  Bay Area Ridge Trail
-  Crosstown Trail

0 Miles 1

**MAP 12**



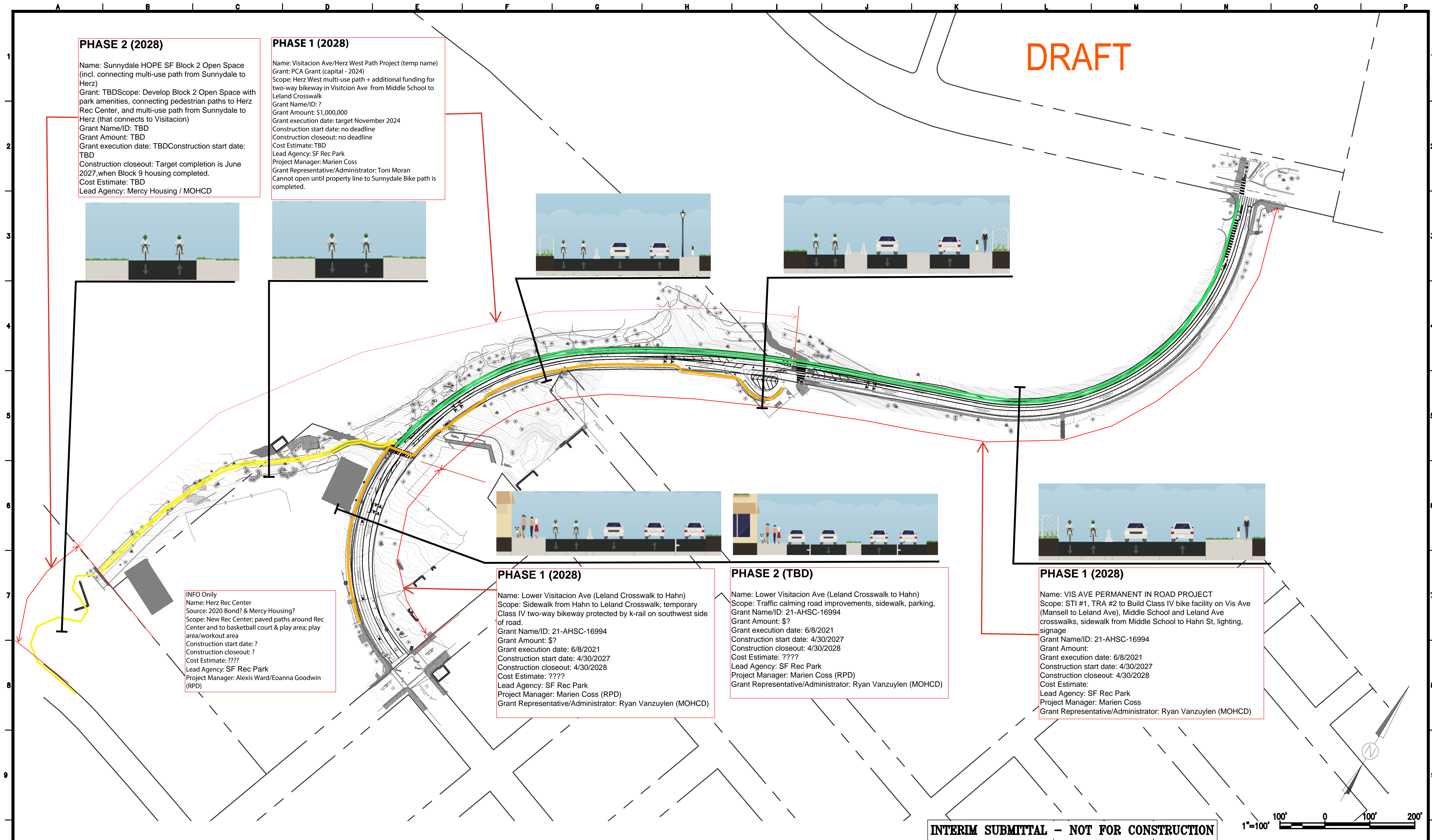
# Visitation Avenue Pedestrian and Bicycle Safety Improvement Project



08/27/2024

	Existing	Proposed
Pedestrian Sidewalk		
Sidewalk U/C		
Trail		
Bike Path Class I		
Bike Path Class II		
Bike Path Class III		
Bike Path Class IV		
Fence		
Fence to Remove		
Retaining Wall		
Vis. Ave Light Posts		
Vis. Ave Bus Stops		
Rain Garden (future scope)		
PG&E Trenching (future scope)		
PG&E Boxes (future scope)		
Sunnydale/Hope SF (future scope)		
Property Line		





DRAFT

PHASE 2 (2028)

Name: Sunnydale HOPE SF Block 2 Open Space (incl. connecting multi-use path from Sunnydale to Herz)  
Grant: TBD  
Scope: Develop Block 2 Open Space with park amenities, connecting pedestrian paths to Herz Rec Center, and multi-use path from Sunnydale to Herz (that connects to Visitation)  
Grant Name/ID: TBD  
Grant Amount: TBD  
Grant execution date: TBD  
Construction start date: TBD  
Construction closeout: Target completion is June 2027, when Block 9 housing completed.  
Cost Estimate: TBD  
Lead Agency: Mercy Housing / MOHCD

PHASE 1 (2028)

Name: Visitation Ave/Herz West Path Project (temp name)  
Grant: PCA Grant (capital - 2024)  
Scope: Herz West multi-use path + additional funding for two-way bikeway in Visitation Ave from Middle School to Leland Crosswalk  
Grant Name/ID: ?  
Grant Amount: \$1,000,000  
Grant execution date: target November 2024  
Construction start date: no deadline  
Construction closeout: no deadline  
Cost Estimate: TBD  
Lead Agency: SF Rec Park  
Project Manager: Marien Coss  
Grant Representative/Administrator: Toni Moran  
Cannot open until property line to Sunnydale Bike path is completed.

INFO Only

Name: Herz Rec Center  
Source: 2020 Bond? & Mercy Housing?  
Scope: New Rec Center; paved paths around Rec Center and to basketball court & play area; play area/workout area  
Construction start date: ?  
Construction closeout: ?  
Cost Estimate: ???  
Lead Agency: SF Rec Park  
Project Manager: Alexis Ward/Eoanna Goodwin (RPD)

PHASE 1 (2028)

Name: Lower Visitation Ave (Leland Crosswalk to Hahn)  
Scope: Sidewalk from Hahn to Leland Crosswalk; temporary Class IV two-way bikeway protected by k-rail on southwest side of road.  
Grant Name/ID: 21-AHSC-16994  
Grant Amount: \$?  
Grant execution date: 6/8/2021  
Construction start date: 4/30/2027  
Construction closeout: 4/30/2028  
Cost Estimate: ???  
Lead Agency: SF Rec Park  
Project Manager: Marien Coss (RPD)  
Grant Representative/Administrator: Ryan Vanzuylen (MOHCD)

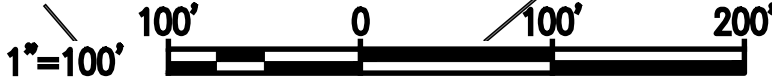
PHASE 2 (TBD)

Name: Lower Visitation Ave (Leland Crosswalk to Hahn)  
Scope: Traffic calming road improvements, sidewalk, parking  
Grant Name/ID: 21-AHSC-16994  
Grant Amount: \$?  
Grant execution date: 6/8/2021  
Construction start date: 4/30/2027  
Construction closeout: 4/30/2028  
Cost Estimate: ???  
Lead Agency: SF Rec Park  
Project Manager: Marien Coss (RPD)  
Grant Representative/Administrator: Ryan Vanzuylen (MOHCD)

PHASE 1 (2028)

Name: VIS AVE PERMANENT IN ROAD PROJECT  
Scope: STI #1, TRA #2 to Build Class IV bike facility on Vis Ave (Mansell to Leland Ave), Middle School and Leland Ave crosswalks, sidewalk from Middle School to Hahn St, lighting, signage  
Grant Name/ID: 21-AHSC-16994  
Grant Amount: \$?  
Grant execution date: 6/8/2021  
Construction start date: 4/30/2027  
Construction closeout: 4/30/2028  
Cost Estimate: \$?  
Lead Agency: SF Rec Park  
Project Manager: Marien Coss  
Grant Representative/Administrator: Ryan Vanzuylen (MOHCD)

INTERIM SUBMITTAL - NOT FOR CONSTRUCTION



NO.	DATE	DESCRIPTION	BY	APP.
THIS DRAWING WAS LAST MODIFIED: 08/05/24 21:00, BY: tmoller-mangr				

REFERENCE INFORMATION & FILE NO. OF SURVEYS



BUREAU OF ENGINEERING  
CITY & COUNTY OF SAN FRANCISCO  
SAN FRANCISCO PUBLIC WORKS  
49 SOUTH VAN NESS AVENUE, SUITE 800  
SAN FRANCISCO, CA 94103

Section Mgr:	DEANNA CALLEROS
Deputy Bureau Mgr:	FERNANDO CISNEROS
Bureau Mgr:	IQBAL DHAPA

DESIGNED:	DATE:
LM	09/24
DRAWN:	DATE:
LM	09/24
CHECKED:	DATE:
TM	09/24



SCALE:
1" = 100'
SHEET OF SHEETS
1 OF 1

VISITACION AVENUE PEDESTRIAN AND BICYCLE SAFETY IMPROVEMENTS PROJECT

EXHIBIT

SOURCING EVENT ID.	000000XXXX
DRAWING NO.	Z-1
FILE NO.	
REV. NO.	





August 26, 2024

Phil Ginsburg  
General Manager, Recreation and Park Department  
501 Stanyan Street  
San Francisco, CA 94117

**RE: Letter of Support for San Francisco Recreation and Park's Priority Conservation Area Grant Application**

Dear General Manager Ginsburg,

I am writing to express Walk San Francisco's strong support for the San Francisco Recreation and Park Department's Priority Conservation Area Grant Application for the Visitacion Avenue Pedestrian and Bicycle Safety Improvement Project.

Walk San Francisco is the city's only pedestrian advocacy organization, advocating for life-saving changes across the city to protect the millions of people who walk in San Francisco every year.

As a pedestrian advocacy organization, we support the San Francisco Recreation and Park Department's Visitacion Avenue Pedestrian and Bicycle Safety Improvement Project because it will introduce vitally needed safety improvements to Visitacion Avenue, which is on the City's "high-injury network," the 12% of streets where 68% of traffic crashes occur. Safety upgrades include new sidewalks, a pedestrian refuge island, and traffic calming – including near Visitacion Valley Middle School. We see this work as absolutely necessary for our goals of ending traffic crashes that kill and severely injure people on city streets.

Furthermore, the project will enhance access to McLaren Park and Herz Playground from the underserved Sunnysdale and Visitacion Valley neighborhoods and make multiple connections to McLaren Park's trail network. The project also creates a welcoming entrance at the border of Sunnysdale, where residents have historically felt isolated from Park trails and amenities. These objectives will take San Francisco one step closer to becoming the most pedestrian-friendly city in the world.

Walk SF is offering our strong support for the Visitacion Avenue Pedestrian and Bicycle Safety Improvement Project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jodie", followed by a long, horizontal, wavy line.

Jodie Medeiros, Executive Director

**Mayor's Office of Housing and Community Development**  
City and County of San Francisco



**London N. Breed**  
Mayor

**Daniel Adams**  
Director

September 4, 2024

Phil Ginsburg, General Manager  
Recreation and Park Department  
501 Stanyan Street  
San Francisco, CA 94117-1898

**RE: MOHCD Letter of Support for Priority Conservation Area Grant Application**

Dear Mr. Ginsburg,

On behalf of the San Francisco Mayor's Office of Housing and Community Development ("MOHCD"), we support the San Francisco Recreation and Park Department's Priority Conservation Area Grant Application for the Visitacion Avenue Pedestrian and Bicycle Safety Improvement Project.

The Project will enhance access to McLaren Park and Herz Playground from the Sunnydale and Visitacion Valley neighborhoods and make multiple connections to McLaren Park's trail network and the City bikeway system. This will include bicycle access to the Mansell Corridor, which links to the northern and western sides of the park and the Portola and Excelsior neighborhoods. The Project also creates a welcoming entrance at the border of Sunnydale, where residents have historically felt isolated from Park trails and amenities.

The Priority Conservation Grant will provide critical funding to create a much-needed bikeway link between the Sunnydale HOPE SF area to McLaren Park's Visitacion Avenue and Visitacion Valley Middle School. San Francisco Recreation and Park has been collaborating with Sunnydale HOPE SF development stakeholders, including MOHCD and sponsors Mercy Housing and Related California, to ensure that the bikeway built at Herz Playground connects to the planned bikeway at Sunnydale Block 2 Open Space, anticipated to open in 2027, and the Sunnydale Avenue cycle track known as the Sunnydale Linear Open Space. Along Visitacion Avenue, the project will create a barrier protected Class IV bikeway and vitally needed sidewalks to connect to McLaren Park and Visitacion Valley Middle School from nearby neighborhoods.

MOHCD funds and assists with affordable housing development and is deeply invested in the Sunnydale HOPE SF redevelopment as it seeks to rebuild the existing Sunnydale-Velasco public housing site into nearly 1,770 new residential units, streets, utilities, infrastructure, parks and pedestrian/bike pathways. With grant funding for the bikeway link proposed in this project, the City can continue to deliver on its promise to create a vibrant and healthy community at Sunnydale HOPE SF.

We look forward to continuing our support of this improvement to McLaren Park and the Visitacion Valley and Sunnydale neighborhoods of San Francisco.

Sincerely,

DocuSigned by:  
  
E09C20545F78457...

Daniel Adams  
Director, San Francisco Mayor's Office of Housing and Community Development



Phil Ginsburg, General Manager  
Recreation and Park Department  
501 Stanyan Street  
San Francisco, CA 94117-1898

Dear Phil,

On behalf of the San Francisco Conservation Corps, we extend our support to the San Francisco Recreation and Park Department's Priority Conservation Area Grant Application for the Visitacion Avenue Pedestrian and Bicycle Safety Improvement Project.

The Project will enhance access to McLaren Park and Herz Playground from the Sunnydale and Visitacion Valley neighborhoods and make multiple connections to McLaren Park's trail network and the City bikeway system. This will include bicycle access to the Mansell Corridor, which links to the northern and western sides of the park and the Portola and Excelsior neighborhoods. The Project also creates a welcoming entrance at the border of Sunnydale, where residents have historically felt isolated from Park trails and amenities.

The Priority Conservation Grant will provide essential funding to create a critical bikeway link between the Sunnydale HOPE SF area to McLaren Park's Visitacion Ave and Visitacion Valley Middle School. We know that San Francisco Recreation and Park has been collaborating with Sunnydale HOPE SF to ensure that the bikeway built at Herz Playground connects to the planned bikeway at Sunnydale Block 2 Open Space, and the Sunnydale Ave cycle track known as the Sunnydale Linear Open Space.

Along Visitacion Avenue, the project will create a barrier protected Class IV bikeway, and vitally needed sidewalks to connect to the Park and Visitacion Valley Middle School from nearby neighborhoods.

The SFCC is currently collaborating with SFRPD to refine the scope for their Habitat Conservation Fund-funded work in the Visitacion Avenue corridor, as part of the McLaren Trails Priority Improvements project. On that project, SFCC crews will work with SFRPD Natural Resources Staff and the prime contractor to support demolition, clearing and grubbing, and planting of the area. SFRPD staff have informed us of a synergistic opportunity for the Corps to further contribute to enhancing placemaking, safety, and natural beauty in McLaren Park, by adding trees and additional plant establishment to our contract, should PCA funding be received.

We look forward to continuing our support of this improvement to McLaren Park, and the Visitacion Valley and Sunnydale neighborhoods of San Francisco.

Sincerely,

A handwritten signature in black ink, appearing to read "James Walker".

James Walker

Executive Director

London N. Breed, Mayor



Kat Anderson, Commission President  
Philip A. Ginsburg, General Manager

**TO: Angela Calvillo, Clerk of the Board of Supervisors**  
**FROM: Toni Moran, San Francisco Recreation and Parks**  
**DATE: 1/03/2025**  
**SUBJECT: Accept and Expend Resolution for Subject Grant**

**GRANT TITLE: Priority Conservation Area Grant – Visitacion Avenue Pedestrian and Bicycle Safety Project**

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

- X Proposed grant resolution; original signed by Department, Mayor, Controller
- X Grant information form, including disability checklist
- X Grant budget
- X Grant award recommendation
- X Grant contract example

**Special Timeline Requirements:**

Need appropriation by January 2025 to complete encumber federal funds.

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

Name: Toni Moran, Analyst

Phone: 415-794-8173

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

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).



## GRANT RESOLUTION

Apply for, Accept and Expend Requirements

Grant Program: Visitacion Avenue Pedestrian and Bicycle Safety Improvement Project – Priority Conservation Area Grant.

- Check “Yes” if the requirement is satisfied and part of the introduction package.
- Check “No” if the requirement will be satisfied at a later date, prior to the funds being released.
- Check “N/A” if the requirement is not applicable to this introduction.

### Requirements to “apply for” a grant:

Yes	No	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Department Head signature on legislation
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Grant Application
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Funding source’s grant criteria
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Anticipated funding categories established in the Request for Proposals
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Comments from relevant citizen advisory bodies

### Requirements to “accept and expend” grant funds:

Yes	No	N/A	
			Signatures:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Department Head
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mayor
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Controller
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Provisions for the reimbursement of indirect costs
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Indirect cost rate
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Grant Information Form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Grant Application
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Award Letter
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Grant Budget
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Contract(s) or Agreement(s)

### Questions:

Yes	No	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Does this Grant fund any City employee, contract, or off-budget positions?

Which positions are funded by this Grant?

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How will these positions be funded after these Grant funds are expended?

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OFFICE OF THE MAYOR  
SAN FRANCISCO



DANIEL LURIE  
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors  
FROM: Adam Thongsavat, Liaison to the Board of Supervisors  
RE: Urgent Accept and Expend Resolutions  
DATE: January 8, 2025

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Attached for introduction are nine urgent accept and expend resolutions.

1. Accept and Expend Grant - United States Department of Transportation - \$20,000,000
2. Accept and Expend Grant – United States Department of Education - California Department of Rehabilitation - State Vocational Rehabilitation Services Program – \$791,433
3. Accept and Expend Grant - Retroactive - United States Department of Energy - Building Performance Standard (BPS): Adoption, Enforcement and Equitable Support, and Preparation for Regional Adoption - \$19,994,217
4. Accept and Expend Grant – Retroactive – The California Department of Health Care Services (DHCS) – CalAIM JI PATH Round 2 Funding – San Francisco – \$56,131
5. Accept and Expend Grant – Metropolitan Transportation Commission – Visitacion Avenue Pedestrian and Bicycle Safety Improvement Project – \$750,000
6. Accept and Expend Grant –Federal Emergency Management Agency – California Office of Emergency Services- Engineering with Nature Working Group - \$159,900
7. Accept and Expend Grant –Federal Emergency Management Agency – California Office of Emergency Services – Hazard Mitigation Grant Program – Pier 94/96 Seismic Improvements Project - \$2,700,000
8. Accept and Expend Grant - United States Department of Energy - Clean Cities and Communities Energy and Environmental Justice Initiative – Community Engagement Liaison Cohort 2 - \$284,800
9. Accept and Expend Grant – United States Department of Transportation – Boosting Charging by 30% for San Francisco Residents – \$14,996,876

Mayor Lurie respectfully requests that the nine resolutions be heard at a Committee of the Whole on January 14, 2025, and that the Board of Supervisors call Board File Nos. 241131, 241174, 241217, 241216, 241176, and 241199 from the Budget and Finance Committee to the Committee of the Whole for consideration on that same date. This will allow for the expeditious approval of these resolutions, ensuring the City can secure this grant funding as quickly as possible, given the urgent nature of the accept and expend resolutions.

Should you have any questions, please contact Adam Thongsavat at [adam.thongsavat@sfgov.org](mailto:adam.thongsavat@sfgov.org)