

**State of California - Natural Resources Agency
 Department of Parks and Recreation
 GRANT CONTRACT
 General Fund
 Specified Grants**

GRANTEE City & County of San Francisco

GRANT PERFORMANCE PERIOD is from July 01, 2025 to June 30, 2028

CONTRACT PERFORMANCE PERIOD is from July 01, 2025 to June 30, 2028

The GRANTEE agrees to the terms and conditions of this Grant Contract, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below. The GRANTEE agrees to complete the GRANT SCOPE(S) as defined in the GRANT SCOPE/Cost Estimate Form of the APPLICATION(S) filed with the State of California.

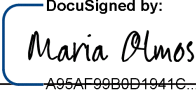
Total State grant amount not to exceed: \$200,000

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

City & County of San Francisco
 GRANTEE

STATE OF CALIFORNIA
 DEPARTMENT OF PARKS AND RECREATION

By Sarah Madland

By 

Type Name of Authorized Representative
 Signed by: 
 55846E553D3B46B...
 Signature of Authorized Representative

DocuSigned by:
 Maria Almos
 A95AF99B0D1941C...

Title Interim General Manager, Recreation and Parks Department

Date 3/24/2026

Date 3/23/2026

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

CONTRACT NO C5058002	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000007690	PROJECT NO SG-38-040		
AMOUNT ENCUMBERED BY THIS DOCUMENT \$200,000	FUND General Fund				
PRIOR AMOUNT ENCUMBERED BY THIS CONTRACT	ITEM 3790-101-0001	CHAPTER 4	STATUTE 25	FISCAL YEAR 2025/26	
TOTAL AMOUNT ENCUMBERED TO DATE \$200,000	Reporting Structured 37900091	Account/Alt Account 5432000-5432000000	ACTIVITY CODE 60083	PROJECT/WORK PHASE	

I. RECITALS

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

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as “grant funds”) not to exceed \$200,000, subject to the terms and conditions of this AGREEMENT and the 2025/26 California State Budget, Chapter 4, statutes of 2025, Item number – 3790-101-0001 (appropriation chapter and budget item number hereinafter referred to as “SPECIFIED GRANT”). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2025 to June 30, 2028.

II. GENERAL PROVISIONS

A. Definitions

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

1. The term “APPLICATION” means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process GUIDE requirements.
2. The term “CONTRACT PERFORMANCE PERIOD” means the duration of time during which this Grant Contract is in effect.
3. The term “DEPARTMENT” or “STATE” means the California Department of Parks and Recreation.
4. The term “GRANTEE” means the party described as the GRANTEE in Section I (Recitals) of this Grant Contract.
5. The term “GRANT PERFORMANCE PERIOD” means the period of time during which eligible costs may be incurred by the GRANTEE and paid for by the DEPARTMENT, as specified in the fully executed Grant Contract.
6. The term “GRANT SCOPE” means the items listed in the GRANT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term “GUIDE” means the document identified as the “Procedural Guide for Local Assistance Specified Grants.” The GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of grant funds, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I (Recitals) of this Grant Contract, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I (Recitals) of this Grant Contract, and under the terms and conditions set forth in this Grant Contract.

GRANTEE shall comply with all reporting obligations set forth under the ACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

During the CONTRACT PERFORMANCE PERIOD, the GRANTEE agrees to submit any proposed change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all proposed changes that will occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(s) must first be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I (Recitals) of this Grant Contract, and under the terms and conditions of this Grant Contract.

To maintain the integrity of the grant program, the GRANTEE agrees that any other project changes or alterations which deviate from the intent of the original APPLICATION must be submitted in writing to the STATE for prior approval.

3. For the California Environmental Quality Act, the Grantee shall file a Notice of Exemption for the funded project, in compliance with Public Resources Code Section 21080.57.
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the State Labor Code (§ 1771), the California Fair Employment and Housing Act (FEHA) (Cal. Government Code § 12940 et seq.), Americans With Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), and the California Unruh Act (California Civil Code § 51 et seq.).

C. Program GUIDES

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

D. Project Administration

1. If grant funds are ADVANCED outside of escrow, the ADVANCED funds will be deposited into a federally insured account. If grant funds are deposited into an interest-bearing account, it must have the ability to track interest earned and withdrawals. Any interest earned on ADVANCED funds must be used on the project as approved by the STATE. If grant funds are ADVANCED and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the GRANT PERFORMANCE PERIOD, whichever is earlier.
2. During the GRANT PERFORMANCE PERIOD the GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made a specific request. All such project status reports shall be signed and certified as complete and accurate by the authorized representative of the GRANTEE. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the GRANT PERFORMANCE PERIOD, whichever is earlier. The GRANT PERFORMANCE PERIOD is identified in Section I (Recitals) of this Grant Contract.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this Grant Contract available for inspection upon request by the STATE.

E. Project Termination

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

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this Grant Contract with no liability occurring to the STATE or offer a Grant Contract amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, subsection 2, of this agreement.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Grant Contract except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.

3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and shall make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later. If an audit is initiated during this time, the GRANTEE shall retain all Project records until the audit is finalized and the STATE provides written confirmation of audit closure, notwithstanding the five-year retention period.
2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount, source and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this Grant Contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this Grant Contract and shall provide copies of all such records to STATE in its certified status reports upon request by the STATE. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later. If an audit is initiated during this time, the GRANTEE shall retain all Project records until the audit is finalized and the STATE provides written confirmation of audit closure, notwithstanding the five-year retention period.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain and retain full control of the property acquired or developed with the grant funds, for the duration of the CONTRACT PERFORMANCE PERIOD.
2. The GRANTEE agrees that, during the CONTRACT PERFORMANCE PERIOD, the GRANTEE shall use the property acquired or developed with grant funds under this Grant Contract only for the purposes of this grant and no other use, sale, assignment, transfer, mortgage, or other disposition or change of the control or use of the property or of any interest in the

property to one not consistent with the grant purpose shall be permitted except as authorized by the STATE.

3. The property acquired or developed may be transferred or assigned to another entity only if the successor entity assumes the obligations imposed under this Grant Contract and only with the prior approval of STATE.
4. Any real Property (including any portion of it or any interest in it, including any leases) shall not be used as security for any debt or mitigation without the prior written approval of STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt, loan, or mitigation, nor does it waive the STATE's rights to enforce performance under the Grant Contract.
5. All real property including any portion or interest in it, including any leases, or rights thereto, acquired with grant funds shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse the STATE an amount at least equal to the amount of grant funds received from the STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify the STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this Grant Contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

K. Severability

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

L. Liability

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

M. Assignability

Without the written consent of the STATE, the GRANTEE’s interest in and control of any portion of the GRANT SCOPE responsibilities under this Grant Contract shall not be assignable or transferable by the GRANTEE either in whole or in part.

N. Use of Grant Funds

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

O. Section Headings

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

P. Waiver

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

III. SPECIAL PROVISIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. This Executive order extends to recipients of any State Grants (*Grantee*). *Grantees* include those who have contracted or will contract to receive State grants funds. Accordingly, should the State determine that a Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities that shall be grounds for termination of this agreement. The STATE shall provide the GRANTEE advance written notice of such termination, allowing the GRANTEE at least 30 calendar days to provide a written response. Termination of any contract found to be in violation of this Executive Order shall be at the sole discretion of the STATE.

City & County of San Francisco

GRANTEE

By: Sarah Madland
Signed by: 55846E553D3B46B...

Signature of Authorized Representative

Title: General Manager, Recreation and Park Dept

Date: 3/23/2026

STATE OF CALIFORNIA

DEPARTMENT OF PARKS AND RECREATION

By: Maria Almos
DocuSigned by: A95AF99B0D1941C...

Title: Grants Supervisor

Date: 3/24/2026

