

File No. 210816

Committee Item No. 6

Board Item No. 13

# COMMITTEE/BOARD OF SUPERVISORS

## AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date July 28, 2021

Board of Supervisors Meeting

Date September 7, 2021

### Cmte Board

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

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

- |                                     |                                     |   |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Recreation and Park Commission Resolution No. 1811-003</u> |
| <input type="checkbox"/>            | <input type="checkbox"/>            | _____   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | _____   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | _____   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | _____   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | _____   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | _____   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | _____   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | _____   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | _____   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | _____   |

Completed by: Linda Wong

Date July 23, 2021

Completed by: Linda Wong

Date August 10, 2021

1 [Accept and Expend Grant - Retroactive - California Department of Parks and Recreation  
2 Habitat Conservation Fund - Visitacion Avenue Corridor Trail - \$207,000]

3 **Resolution retroactively authorizing the Recreation and Park Department to accept and**  
4 **expend a California Department of Parks and Recreation Habitat Conservation Fund**  
5 **Grant in the amount of \$207,000 to support the construction of a new multi-use**  
6 **pedestrian and bicycle trail adjacent to Visitacion Avenue within McLaren Park; and**  
7 **approve a Grant Contract that requires the Department to maintain the trail for the**  
8 **duration of the contract performance period from July 1, 2019, through June 30, 2039,**  
9 **pursuant to Charter, Section 9.118(a).**

10  
11 WHEREAS, The City and County owns Assessor's Parcel Block No. 6003, Lot No. 034,  
12 Assessor's Parcel Block No. 6096, Lot No. 001, Assessor's Parcel Block No. 6189, Lot No.  
13 034, Assessor's Parcel Block No. 6190, Lot No. 066, Assessor's Parcel Block No. 6220, Lot  
14 No. 022 known as McLaren Park (hereafter, the "Property"); and

15 WHEREAS, The City, through its Recreation and Park Department (the "Department"),  
16 operates and maintains the Property; and

17 WHEREAS, On November 6, 2012, San Francisco residents passed Proposition A, a  
18 \$195 million General Obligation Bond identified as the 2012 Clean and Safe Neighborhood  
19 Parks Bond ("Bond") and the Bond included \$2,000,000 in funding to support trail  
20 improvements in McLaren Park; and

21 WHEREAS, The California Department of Parks and Recreation ("DPR") administers  
22 the Habitat Conservation Fund Program ("Grant") that provides funding for trail construction  
23 and improvements; and

24 WHEREAS, The Department applied for and was awarded a grant in the amount of  
25 \$207,000 for the Visitacion Avenue Corridor Trail ("Project") that will create a new multi-use

1 pedestrian and bicycle trail at the entrance to McLaren Park on Hahn Street and Visitacion  
2 Avenue that continues to the Visitacion Valley Middle School campus in McLaren Park; and

3 WHEREAS, On November 15, 2018, the Recreation and Park Commission adopted  
4 Resolution No. 1811-003 approving the Department's submission of the Grant application for  
5 the Project and recommending that the Board of Supervisors authorize the Department to  
6 accept and expend the grant funds and approve the terms of the Grant Contract which is on  
7 file with the Clerk of the Board under File No. 210816 and which is hereby declared to be  
8 part of this Resolution as if set forth fully herein; and

9 WHEREAS, The Grant Contract requires the Department to maintain project location  
10 for public use for a period of 20-years ending on June 30, 2039; and

11 WHEREAS, The Grant terms prohibit including indirect costs in the grant budget; and

12 WHEREAS, The Grant will not require an amendment to the Annual Salary Ordinance;  
13 now, therefore, be it

14 RESOLVED, That the Board of Supervisors hereby authorizes the General Manager or  
15 his or her designee to accept and expend grant funds in the amount of \$207,000 for the  
16 Visitacion Avenue Corridor Trail Project; and, be it

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

19 FURTHER RESOLVED, That the Board of Supervisors approves the Grant Contract  
20 for the Visitacion Avenue Corridor Trail Project and authorizes the RPD General Manager to  
21 enter into any modifications and amendments to the Grant Contract, including to any of its  
22 exhibits, and authorizes the RPD General Manager to execute further agreements and  
23 instruments related to the Project, that the RPD General Manager determines, in consultation  
24 with the City Attorney, are in the best interests of the City and do not materially increase the  
25 obligations or liabilities of the City, are necessary or advisable to effectuate the purposes of

1 the Project or this Resolution, and are in compliance with all applicable laws, including the  
2 City's Charter.

3

4 Recommended:

5

6 \_\_\_\_\_ /s/

7 General Manager

8

9 Approved:

Approved:

10

11

12 \_\_\_\_\_ /s/

\_\_\_\_\_ /s/

13 Mayor

Controller

14

15

16

17

18

19

20

21

22

23

24

25

<b>Item 6</b> <b>File 21-0816</b>	<b>Department:</b> Recreation and Park Department
<b>EXECUTIVE SUMMARY</b>	
<p style="text-align: center;"><b>Legislative Objectives</b></p> <ul style="list-style-type: none"> <li>• The proposed resolution would retroactively authorize the City to accept and expend a \$207,000 California Department of Parks and Recreation Habitat Conservation Fund Grant for the construction of a trail in McLaren Park and approve a Grant Contract that requires the City to maintain the trail from July 1, 2019 through June 30, 2039. The proposed grant requires equal matching City funds of \$207,000, which would be sourced from 2012 Clean and Safe Neighborhood Parks Bond proceeds.</li> </ul> <p style="text-align: center;"><b>Key Points</b></p> <ul style="list-style-type: none"> <li>• McLaren Park is owned by the City and maintained through its Recreation and Park Department. On November 6, 2012, San Francisco residents approved Proposition A, a \$195 million General Obligation Bond identified as the 2012 Clean and Safe Neighborhood Parks Bond that included \$2,000,000 in funding to support trail improvements in McLaren Park.</li> <li>• The Recreation and Park Department leveraged this public funding to receive a Habitat Conservation Fund grant for \$207,000 from the California Department of Parks and Recreation.</li> <li>• The Habitat Conservation Fund Grant would fund the Visitacion Avenue Corridor Trail Project to build a new 1,400-foot bike and pedestrian trail through McLaren Park. Department staff anticipates construction will begin Winter 2022 and be completed in Fall 2022.</li> <li>• The proposed Grant Contract requires the Department to maintain project location for public use for a period of 20-years ending on June 30, 2039</li> </ul> <p style="text-align: center;"><b>Fiscal Impact</b></p> <ul style="list-style-type: none"> <li>• The proposed Grant Contract requires the Department to provide a one-to-one funding match. Accordingly, all matching funds come from the 2012 Clean and Safe Neighborhood Parks Bond. The total project cost is \$414,000. Indirect costs are not included in the budget.</li> </ul> <p style="text-align: center;"><b>Recommendation</b></p> <ul style="list-style-type: none"> <li>• Approve the resolution.</li> </ul>	

## MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

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

## BACKGROUND

McLaren Park is owned by the City and maintained through its Recreation and Park Department. On November 6, 2012, San Francisco residents approved Proposition A, a \$195 million General Obligation Bond identified as the 2012 Clean and Safe Neighborhood Parks Bond that included \$2,000,000 in funding to support trail improvements in McLaren Park and \$1,500,000 for the restoration of natural features within the park.

The Recreation and Park Department leveraged this public funding to receive two additional grants: an Outdoor Environmental Education Grant for \$250,000 and a Habitat Conservation Fund grant for \$207,000. (See Exhibit 1 below) The California Department of Parks and Recreation administers the Habitat Conservation Fund Program.

**Exhibit 1. McLaren Park Trails Project Funding Sources**

<b>Sources</b>	<b>Amount</b>
Visitacion Ave. Corridor Trail Habit Conservation Grant	\$207,000
McLaren Park - Habitat Conservation Fund	250,000
2012 Clean and Safe Neighborhood Park Bond	3,500,000
<b>Total</b>	<b>\$3,957,000</b>

Source: Recreation and Park Department

The McLaren Park Trails Project is comprised of four priority areas,<sup>1</sup> the first of which to be implemented are the improvements to the Visitacion Avenue Corridor. The project will start following Board approval of the resolution under consideration, and once contractual services have been awarded following a competitive bid process undertaken by the Recreation and Parks Department.

<sup>1</sup> The McLaren Park Trails Project consists of trail improvements in four priority areas: 1) Upper Reservoir 2) Shelley Loop Interior 3) Connection between Louis Sutter and Mansell Courts and 4) Visitacion Avenue Corridor Trail.

**DETAILS OF PROPOSED LEGISLATION**

The proposed resolution would retroactively authorize the City to accept and expend a \$207,000 California Department of Parks and Recreation Habitat Conservation Fund Grant for the construction of a trail in McLaren Park and approve a Grant Contract that requires the City to maintain the trail from July 1, 2019 through June 30, 2039. The proposed grant requires equal matching City funds of \$207,000, which would be sourced from 2012 Clean and Safe Neighborhood Parks Bond proceeds.

The Visitacion Avenue Corridor Trail Project will create a new 1,400 foot bike and pedestrian trail through McLaren Park, along Visitacion Avenue, from Hahn Street to the Visitacion Valley Middle School campus. To create the trail, the project will remove brush and hazardous trees, plant new trees, and install signage. The Proposed Grant Contract requires that construction be complete by June 2024. According to Recreation and Park Department staff, construction is expected to begin Winter 2022 and be completed in Fall 2022.

The proposed Grant Contract requires the Department to maintain the project location for public use for a period of 20-years ending on June 30, 2039. This proposed resolution would approve that provision.

**FISCAL IMPACT**

The proposed Grant Contract requires the Department to provide a one-to-one funding match. Accordingly, all matching funds come from the 2012 Clean and Safe Neighborhood Parks Bond. The proposed Grant Contract does not allow for including indirect costs in the grant budget.

**Exhibit 2. Visitacion Avenue Corridor Trail Project Budget**

	<b>2012 Clean &amp; Safe Neighborhood Parks Bond</b>	<b>Habitat Conservation Fund Grant</b>	<b>Total</b>
<b>Pre-Construction</b>			
Landscape Architecture/Design	\$27,500		\$27,500
ADA Consultant	2,000		2,000
Project Management	37,500		37,500
Subtotal	67,000		67,000
<b>Construction</b>			
Site Preparation	33,000		33,000
Multi-Use Trail Development	62,000	207,000	269,000
Signage and Landscape Elements	45,000		45,000
Subtotal	140,000	207,000	347,000
<b>Total Project Cost</b>	<b>\$207,000</b>	<b>\$207,000</b>	<b>\$414,000</b>

Source: Recreation and Parks Departments

**RECOMMENDATION**

Approve the resolution.

**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: Habitat Conservation Fund – Visitacion Avenue Corridor Trail
2. Department: Recreation and Park
3. Contact Person: Toni Moran Telephone: (415) 794-8173
4. Grant Approval Status (check one):  
 Approved by funding agency                       Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$207,000
- 6a. Matching Funds Required: Yes, grant requires 1 to 1 Match, \$207,000
- b. Source(s) of matching funds (if applicable):

Year	Fund	Dept	Project	Activity	Auth
2021	16861	262676	10033279	0002	14867

- 7a. Grant Source Agency: California State Parks Department
- b. Grant Pass-Through Agency (if applicable): N/A

8. Proposed Grant Project Summary:

The Project will create a new 1,400 linear feet multi-use pedestrian and bicycle trail at the entrance to McLaren Park on Hahn Street and Visitacion Avenue that continues to the Visitacion Valley Middle School (“VVMS”) campus. The project will remove approximately 15,000 linear feet of brush, install 7,000 square feet of park tread trail surfacing, and landscape 1,000 square feet. Boulders will be installed to delineate the trail and an estimated 20 trees suited for the park’s microclimate will be planted. Educational and wayfinding signage is also included in the scope.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:  
Start-Date: July 1, 2019                      End-Date: June 30, 2024

- 10a. Amount budgeted for contractual services: \$207,000
- 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.

- 11a. Does the budget include indirect costs?                       Yes                       No



- b1. If yes, how much? \$ N/A
- b2. How was the amount calculated? N/A
- c1. If no, why are indirect costs not included?  
 Not allowed by granting agency       To maximize use of grant funds on direct services
- c2. If no indirect costs are included, what would have been the indirect costs?  
 Department and Division Indirect Costs

12. Any other significant grant requirements or comments: Grant award is for the reimbursement of construction cost identified in the grant budget. Project Status reports required every six-months.

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

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

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

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

1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures;
2. Having auxiliary aids and services available in a timely manner in order to ensure communication access;
3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor's Office on Disability Compliance Officers.

If such access would be technically infeasible, this is described in the comments section below:

Comments:

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

Arfaraz Khambatta  
(Name)

Disability Access Coordinator, San Francisco Public Works  
(Title)

Date Reviewed: June 22, 2021

/s/  
(Signature Required)

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

Philip A. Ginsburg  
(Name)

General Manager, Recreation and Park Department  
(Title)

Date Reviewed: June 22, 2021

/s/

**RECREATION AND PARK COMMISSION**  
**City and County of San Francisco**  
**Resolution No. 1811-003**

**APPROVING THE APPLICATION FOR HABITAT CONSERVATION FUNDS FOR  
THE VISITACION AVENUE CORRIDOR TRAIL PROJECT**

**WHEREAS**, the people of the State of California have enacted the California Wildlife Protection Act of 1990, which provides funds to the State of California for grants to local agencies to acquire, enhance, restore or develop facilities for public recreation and fish and wildlife habitat protection purposes; and

**WHEREAS**, the State Department of Parks and Recreation has been delegated the responsibility for the administration of the HCF Program, setting up necessary procedures governing project application under the HCF Program; and

**WHEREAS**, said procedures established by the State Department of Parks and Recreation require the applicant to certify by resolution the approval of application(s) before submission of said application(s) to the State; and

**WHEREAS**, the applicant will enter into a contract with the State of California to complete the Visitacion Avenue Corridor Trail project; now, therefore, be it

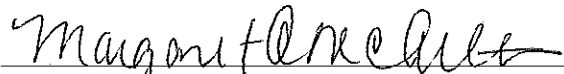
**RESOLVED** that the Recreation and Park Commission hereby:

1. Approves the filing of an application for the Habitat Conservation Fund Program for the Visitacion Avenue Corridor Trail Project; and
2. Certifies that said applicant has or will have available, prior to commencement of any work on the project included in this application, the required match and sufficient funds to complete the project; and
3. Certifies that the applicant has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that the applicant has reviewed, understands, and agrees to the provisions contained in the contract shown in the grant administration guide; and
5. Delegates the authority to General Manager or his/her designee(s) to conduct all negotiations, execute and submit all documents, including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the project.
6. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Adopted by the following vote:

Ayes	6
Noes	0
Absent	1

I hereby certify that the foregoing resolution was adopted at the Recreation and Park Commission meeting held on November 15, 2018.



Margaret A. McArthur, Commission Liaison

State of California - Natural Resources Agency  
 Department of Parks and Recreation  
**GRANT CONTRACT**  
 Habitat Conservation Fund  
 Trails

GRANTEE City & County of San Francisco

GRANT PERFORMANCE PERIOD is from July 01, 2019 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 01, 2019 through June 30, 2039

PROJECT TITLE MCLAREN PARK VISITACION AVENUE CORRIDOR TRAIL PROJECT NUMBER HT-38-005

The GRANTEE agrees to the terms and conditions of this contract, hereinafter referred to as AGREEMENT, and the State of California, acting by and through the California Department of Parks and Recreation, agrees to fund the total grant amount indicated below. The GRANTEE agrees to complete the GRANT SCOPE as defined in the GRANT SCOPE / Cost Estimate Form of the APPLICATION submitted to the State of California.

**GRANT SCOPE:**

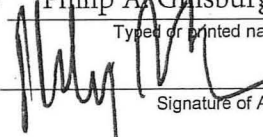
Develop approximately 1,400 lf of multi-use trail, install 7,000 sf of trail surfacing as well as landscape elements and signage at McLaren Park in the city of San Francisco.

Total State Grant not to exceed \$207,000.00 (or 50% of the total project, which ever is less)

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

City & County of San Francisco  
 \_\_\_\_\_  
 Grantee


By Philip A. Ginsburg  
 \_\_\_\_\_  
 Typed or printed name of Authorized Representative

  
 \_\_\_\_\_  
 Signature of Authorized Representative

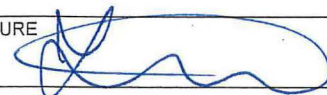
Title General Manager  
 \_\_\_\_\_

Date November 1, 2019  
 \_\_\_\_\_

STATE OF CALIFORNIA  
 DEPARTMENT OF PARKS AND RECREATION

By   
 \_\_\_\_\_  
 Date 1-8-2020  
 \_\_\_\_\_

**CERTIFICATION OF FUNDING**

CONTRACT NO C9781016	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000007690			PROJECT NO. HT-38-005
AMOUNT ENCUMBERED BY THIS DOCUMENT \$207,000.00		FUND. Habitat Conservation Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM 3790-601-0262	CHAPTER 9	STATUTE 1990	FISCAL YEAR 2019/20
TOTAL AMOUNT ENCUMBERED TO DATE \$ 207,000.00		INDEX. 1091	OBJ. EXPEND 702	ACTIVITY CODE 63666	PROJECT / WORK PHASE 3790 OTHER <sup>AW</sup>
T.B.A. NO.	I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.				
B.R.. NO.	ACCOUNTING OFFICER'S SIGNATURE 			DATE. 2/24/2020	

## GRANT CONTRACT

### I. RECITALS

1. This agreement is entered into between the State of California, by and through the California Department of Parks and Recreation (hereinafter referred to as "STATE") and City & County of San Francisco (hereinafter referred to as "grantee").
2. The California Wildlife Protection Act of 1990, Fish and Game Code, Chapter 9, commencing with Section 2780 (the ACT) authorizes the STATE to award grants to eligible entities.
3. Pursuant to the California Wildlife Protection Act of 1990, Fish and Game Code, Chapter 9, commencing with Section 2780, the STATE is authorized to oversee and manage grants to eligible entities for the purposes stated within its provisions. Funding for this \$2,000,000 GRANT program was made available through the California Wildlife Protection Act of 1990, Fish and Game Code, Chapter 9 (commencing with Fish and Game Code § 2780).
4. The STATE hereby grants to grantee a sum (hereinafter referred to as "grant monies") not to exceed two hundred and seven thousand Dollars ( \$207,000 ), subject to the terms and conditions of this agreement, the HCF Application GUIDES, any legislation applicable to the ACT and the APPLICATION.
5. In consideration thereof grantee agrees to abide by the terms and conditions of this agreement as well as the provisions of the ACT. Grantee acknowledges that the grant monies are not a gift or a donation.
6. In addition to the terms and conditions of this agreement, the parties agree that the terms and conditions contained in the documents set forth below are hereby incorporated into and made part of this agreement.
  - a. The Grant Administration Guide
  - b. The APPLICATION GUIDE
  - c. The submitted APPLICATION

### II. SPECIAL PROVISIONS

1. This agreement includes the following special provisions, when project circumstances warrant (by either party):

### III. GENERAL PROVISIONS

#### A. Definitions

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

1. The term "ACT" means the statutory basis for this grant program.
2. The term "APPLICATION" means the individual project APPLICATION packet for a grant pursuant to the enabling legislation and/or grant program process Grant Administration Guide requirements.
3. The term "ACQUISITION" means to obtain fee title of real property or a permanent easement which provides the recipient permanent rights to use the property for the purposes of the project. Leases or rentals do not constitute ACQUISITION.
4. The term "CONTRACT PERFORMANCE PERIOD" means the period of time described on page 1 of this agreement.
5. The term "DEVELOPMENT" (trails category only) means capital improvements to real property by, but not limited to, improvement, construction, reconstruction, and/or protection of permanent or fixed features of the property.
6. The term "ENHANCEMENT" means to increase the habitat value of the land to benefit the targeted species.
7. The term "GRANT PERFORMANCE PERIOD" means the period of time described on page 1 of this agreement, during which eligible costs can be charged to the grant and which begins on the appropriation date and ends on the fund liquidation date.
8. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE /cost estimate form found in the APPLICATION.
9. The term "GUIDES" means the documents identified as the APPLICATION and Grant Administration GUIDES for the Habitat Conservation Fund program for deer/mountain lion habitat, rare, endangered, threatened, or fully-protected species habitat, wetlands, anadromous salmonids and trout habitat, riparian habitat, trails, and WILDLIFE AREA ACTIVITIES, as incorporated by reference in Title 14, California Code of Regulations, Section 4870-4877.
10. The term "RESTORATION" means the act of bringing either land or a species back into a former, non-impaired condition.

11. The term "STATE" refers to the State of California acting by and through the Department of Parks and Recreation.
12. The term "WILDLIFE AREA ACTIVITIES" means an event, or series of events to be accomplished with grant funds, such as a nature interpretation, educational, or other enrichment project, (e.g., classes, trips, etc.), organized and/or conducted by the grantee, and intended to bring urban residents into park and wildlife areas.

## **B. Project Execution**

1. Subject to the availability of grant monies in the ACT, the STATE hereby grants to the grantee a sum of money not to exceed the amount stated on page 1 of this agreement, in consideration of, and on condition that, the sum be expended in carrying out the purposes set forth in the GRANT SCOPE, and under the terms and conditions set forth in this agreement.

The grantee shall assume the obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE.

2. After the STATE has approved the APPLICATION, all changes and alterations to the GRANT SCOPE must be approved in writing by the STATE. Grantee's failure to comply with this provision may be construed as a breach of the terms of the agreement and result in the termination of payment of the grant monies provided for in this agreement.

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

3. The grantee shall complete the GRANT SCOPE in accordance with the time of the GRANT PERFORMANCE PERIOD set forth on page one of this agreement, and under the terms and conditions of this agreement.
4. The grantee shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et. seq., Title 14, California Code of Regulations, Section 15000 et. seq.).
5. The grantee shall at all times comply with all applicable current laws and regulations affecting ACQUISITION, ENHANCEMENT, RESTORATION, DEVELOPMENT, AND WILDLIFE AREA ACTIVITIES projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et. seq.) and the California Unruh Act (California Civil Code §51 et seq.)

6. If the GRANT SCOPE includes ACQUISITION of real property, the grantee agrees to comply at all times with all applicable STATE and local laws or ordinances affecting relocation and real property ACQUISITION.
7. Grantee agrees that lands acquired with grant monies shall not be acquired through the use of eminent domain.

### **C. Project Costs**

1. Grantee agrees to abide by the GUIDES.
2. Grantee acknowledges that the STATE may make reasonable changes to its procedures as set forth in the GUIDES. 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 the STATE advances grant monies for ACQUISITION projects, the STATE shall place the grant monies in an escrow account. If grant monies are advanced and not expended, the unused portion of the advanced funds shall be returned to the STATE within 60 days after the close of escrow.
2. If grant monies are advanced for an ENHANCEMENT, RESTORATION, DEVELOPMENT, or WILDLIFE AREA ACTIVITIES project, the advanced funds shall be placed in an interest-bearing account until expended. Advanced funds must be spent within six months from the date of receipt, unless the STATE waives this requirement. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the advance and any unused interest earned shall be returned to the STATE within 60 days after project completion or the end of the GRANT PERFORMANCE PERIOD, whichever is earlier.
3. The grantee shall submit a written status report within 30 calendar days after the STATE has made such a request. In any event, the grantee shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the GRANT PERFORMANCE PERIOD, whichever is earlier. The GRANT PERFORMANCE PERIOD is identified on page one of this agreement.
4. The STATE shall have the right to inspect all property or facilities acquired and/or developed pursuant to this agreement and the grantee shall make such property or facilities available for inspection upon 24 hours' notice from the STATE.
5. The grantee and the STATE agree that if the GRANT SCOPE includes ENHANCEMENT, RESTORATION, DEVELOPMENT, or WILDLIFE AREA ACTIVITIES project activities,



final payment may not be made until the work described in the GRANT SCOPE is complete.

6. Any grant funds that have not been expended by the grantee by the date on the PROJECT COMPLETION Certification form, or by end of the GRANT PERFORMANCE PERIOD, whichever is earlier, shall revert to the STATE.

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

1. In the event of non-completion of a GRANT SCOPE, the STATE may request the return of any grant funds advanced or reimbursed.
2. This agreement may be rescinded, modified or amended only by mutual written agreement between the grantee and the STATE, unless the provisions of this agreement provide that mutual agreement is not required for a rescission, modification or amendment.
3. Failure by the grantee to comply with the terms of this agreement, as well as any other agreements that grantee has entered into with STATE, may be cause for suspension of all obligations of the STATE under this agreement unless the STATE determines that such failure was due to no fault of the grantee. In such case, STATE may reimburse grantee for eligible costs properly incurred in performance of this agreement despite non-performance of the grantee. To qualify for such reimbursement, grantee agrees to mitigate its losses to the best of its ability.
4. The grantee agrees that in the event of a breach of this agreement, the STATE may seek, in addition to all remedies provide by law, specific performance of the agreement in accordance with the purpose of the agreement to preserve, protect and increase the quantity and quality of habitat opportunities and/or resources available to the people of the State of California.

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

For purposes of this program, if funding for any fiscal year is reduced or deleted by the budget act, executive order, the legislature, or by any other provision of statute, the STATE shall have the option to either cancel this agreement with no liability occurring to the STATE, or offer an amendment to the agreement to reflect a reduced grant amount. This paragraph shall not require the mutual agreement as addressed in Paragraph E, subsection 2, of this agreement.

#### **G. Indemnity**

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 agreement, except valid legal claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.

2. To the fullest extent of the law, 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 an ACQUISITION, ENHANCEMENT, RESTORATION, DEVELOPMENT, or WILDLIFE AREA ACTIVITIES project, 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 STATE shall bear its own litigation costs, expenses, and attorney's 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.
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 and records for the project and make them available to the STATE for auditing at reasonable times. The grantee also agrees to retain such financial accounts, documents and records for at least five years following project termination or final payment, whichever is later.
2. The grantee shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of grant monies, (b) the total cost of the project, (c) the amount and nature of project funds provided by other sources, and (d) any other records that will facilitate an effective audit of the grant monies.
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 agreement 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 agreement. Such accounts, documents, and records shall be retained by the GRANTEE for at least 5 years following final payment of grant monies.

4. The grantee shall use a generally accepted accounting system, per state and federal requirements.

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

1. The grantee agrees to operate and maintain project sites and/or locations for the duration of the CONTRACT PERFORMANCE PERIOD. If any property is acquired, enhanced, restored, or developed with grant monies, the grantee is required to operate and maintain the same for the duration of the CONTRACT PERFORMANCE PERIOD.
2. The grantee agrees that during the GRANT PERFORMANCE PERIOD, any income earned by the grantee from a STATE-approved use of the project shall be used for project purposes, or, if approved by the STATE, for other purposes within the grantee's jurisdiction.
3. The grantee acknowledges that reasonable public access shall be provided except when that access may interfere with habitat protection.
4. All facilities shall have operating hours consistent with the times proposed in the APPLICATION and be open to members of the public in accordance with the project selection criteria in the APPLICATION, unless otherwise granted permission by the STATE and except as noted under the special provisions of this agreement or under provisions of the enabling legislation and/or grant program.
5. The grantee agrees that for the duration of the CONTRACT PERFORMANCE PERIOD, any property acquired, enhanced, restored or developed with grant monies under this agreement shall be used only for the purposes of the grant and consistent with the GRANT SCOPE referenced in the APPLICATION unless prior written approval is given by the STATE.
6. The grantee agrees to use any property acquired, enhanced, restored, or developed with grant monies under this agreement only for the purposes of the grant and no other use, sale, or other disposition shall be permitted except as authorized by a specific act of the legislature in which event the property shall be replaced by the grantee with property of equivalent value and usefulness as determined by the STATE.
7. The property acquired, enhanced, restored, or developed with grant monies may be transferred to another eligible entity only if the successor entity assumes the obligations imposed under this agreement and with written approval of the STATE.

8. Any real property acquired or developed with grant monies (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE, provided that such approval shall not be unreasonably withheld as long as the purposes for which the grant monies were awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE's rights to enforce performance under this agreement.
9. All real property or rights thereto, acquired with grant monies shall be subject to an appropriate form of restrictive title, rights, or covenants required and 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 monies 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.
10. 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, creed, color, national origin, age, religion, ancestry, sexual orientation, disability, medical condition, or marital status in the use of project site(s) as included in the APPLICATION.
2. The grantee shall not discriminate against any person on the basis of residence, and shall not apply differences in admission or other fees on the basis of residence. Fees shall be reasonable and not unduly prevent use by economically disadvantaged members of the public.

#### **K. Severability**

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

#### **L. Liability**

STATE assumes no responsibility for assuring the safety of construction, site improvements or programs related to the GRANT SCOPE. The STATE's rights under this agreement 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.

**M. Assignability**

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

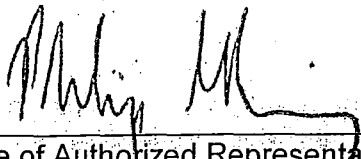
**N. Section Headings**

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

**O. Waiver**

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

City & County of San Francisco  
Grantee

By:   
Signature of Authorized Representative (Position Authorized in the Resolution)

Title: General Manager

Date: November 1, 2019

**McLaren Park Trails Project - Including Visitacion Ave. Corridor Trail**

<b>Project Budget</b>		<b>Funding Sources</b>	
Construction Hard Costs	3,000,000.00	Visitacion Ave. Corridor Trail Habit Conservation Grant	207,000.00
Soft Costs	957,000	McLaren Park - Habitat Conservation Fund	250,000.00
		2012 Clean and Safe Neighborhood Park Bond	3,500,000.00
<b>Total Project Budget</b>	<b>\$3,957,000</b>	<b>Total Funding Sources</b>	<b>\$3,957,000</b>

**TO:** Angela Calvillo, Clerk of the Board of Supervisors

**FROM:** Philip A. Ginsburg, General Manager  
Recreation and Park Department

**DATE:** June 22, 2021

**SUBJECT:** Approval of Subject Grant

**GRANT TITLE:** Habitat Conservation Fund– Visitacion Avenue Corridor Trail

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

X Proposed grant accept and expend resolution; original signed by Department Head, Controller's Office, and Mayor

X Grant Information Form

X Grant Budget

X Recreation and Park Commission Resolution

X Grant Contract

**Special Timeline Requirements:** Appropriation by Fall 2021 to meet project schedule

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

Name: Toni Moran

Phone: 415 794-8173

Interoffice Mail Address:

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)