

File No. 240642

Committee Item No. 7

Board Item No. 10

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee

Date July 31, 2024

Board of Supervisors Meeting

Date September 3, 2024

Cmte Board

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| <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 |
| | | • Sample Contract |
| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
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OTHER (Use back side if additional space is needed)

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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>REC Statement on Retroactivity 7/25/2024</u> |
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Completed by: Brent Jalipa

Date July 25, 2024

Completed by: Brent Jalipa

Date August 19, 2024

1 [Accept and Expend Grant - Retroactive - National Park Service through the California
2 Department of Parks and Recreation - Buchanan Street Mall Project - \$8,124,800]

3 **Resolution retroactively authorizing the Recreation and Park Department to accept and**
4 **expend up to \$8,124,800 in grant funding from the National Park Service through the**
5 **California Department of Parks and Recreation for the Buchanan Street Mall Project for**
6 **the period of July 1, 2022, through January 31, 2027; to enter into a grant contract with**
7 **the California Department of Parks and Recreation; and to authorize the General**
8 **Manager of the Recreation and Park Department to enter into any modifications and**
9 **amendments to the Grant Contract that do not materially increase the obligations or**
10 **liabilities of the City.**

11
12 WHEREAS, The City and County of San Francisco ("City") owns San Francisco
13 Assessor's Parcel Block No. 0748, Lot No. 033, Assessor's Parcel Block No. 0757, Lot No.
14 026, Assessor's Parcel Block No. 0772, Lot No. 023, Assessor's Parcel Block No. 0781, Lot
15 No. 035, and Assessor's Parcel Block No. 0795, Lot No. 028, commonly known as Buchanan
16 Mall (hereafter, the "Property"); and

17 WHEREAS, The City, through Recreation and Park Department ("RPD"), operates and
18 maintains the Property, a five-block pedestrian mall between Eddy Street and Grove Street
19 that includes green spaces, three playgrounds, a half basketball court, and asphalt paths; and

20 WHEREAS, RPD worked closely with the Trust for Public Land, Citizen Film, Green
21 Streets, the Exploratorium, and the community to develop the Buchanan Mall Vision
22 Statement and to secure grant funding from federal, state, and regional sources to implement
23 improvements to the Property identified in the Vision Statement; and

1 WHEREAS, The National Park Service (NPS) administers the Outdoor Recreation
2 Legacy Partnership (ORLP) Program that supports park improvements serving disadvantaged
3 neighborhoods in urban areas; and

4 WHEREAS, The ORLP program is administered as a federal pass-through Grant at the
5 state level by the California Department of Parks and Recreation (Department); and

6 WHEREAS, The RPD applied for and was awarded \$8,124,800 in Round 6B ORLP
7 Funding (“Grant”) to support improvements within the Property as part of the Buchanan Street
8 Mall Project; and

9 WHEREAS, As a condition of receiving the Round 6B Grant, RPD is required to enter
10 into a Contract substantially in the form as the draft contract which is on file with the Clerk of
11 the Board under File No. 240642 and which is hereby declared to be part of this Resolution as
12 if set forth fully herein; and

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

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

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

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

20 FURTHER RESOLVED, That the Board of Supervisors authorizes the RPD General
21 Manager of the Recreation and Park Department to enter into the Grant Contract; and, be it

22 FURTHER RESOLVED, That the Board of Supervisors authorizes the General
23 Manager of the Recreation and Park Department to enter into any modifications and
24 amendments to the Grant Contract, including to any of their exhibits, and authorizes the
25 General Manager to execute further agreements related to the Project, that the RPD General

1 Manager determines, in consultation with the City Attorney, are in the best interests of the City
2 and do not materially increase the obligations or liabilities of the City, are necessary or
3 advisable to effectuate the purposes of the Project or this Resolution, and are in compliance
4 with all applicable laws, including the City's Charter; and, be it

5 FURTHER RESOLVED, That within 30 days of the Grant Contract being fully executed
6 by all parties, RPD shall provide the final Grant Contract to the Clerk of the Board for inclusion
7 in the official file.

8

9 Recommended:

Approved: _____ /s/ _____

Mayor

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11 _____ /s/ _____

12 Phil Ginsburg

13 Department Head

Approved: _____ /s/ _____

Controller

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<p>Item 7 File 24-0642</p>	<p>Department: Recreation and Parks Department (REC)</p>
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EXECUTIVE SUMMARY

Legislative Objectives

- The proposed resolution would retroactively authorize the Department of Recreation and Parks (REC) to accept and expend a grant from the federal National Park Service, with the California Department of Parks and Recreation as the pass-through agency, in the amount of up to \$8,124,800. The resolution also authorizes REC to enter into the associated grant contract. The grant requires that the City match the federal funds at an equal dollar-for-dollar basis from non-federal sources during the grant period. The grant performance period is July 1, 2022 through January 31, 2027, with pre-award costs up to \$380,000 incurred on or after July 1, 2022 also eligible for reimbursement. The proposed resolution also authorizes REC to amend the grant agreement so long as the amendments do not increase liabilities of the City.

Key Points

- The Buchanan Street Mall is a linear park located in the Western Addition neighborhood of San Francisco that runs through a five-block section of Buchanan Street from Eddy Street to Grove Street. Planning for the Buchanan Street Mall Renovation Project began in January 2015. The proposed grant will fund the renovation of three of the five blocks of the project. The renovation would include constructing new pathways and seating, rain gardens, native plant irrigation and landscaping, lighting, picnic and barbecue areas, a multi-sport court, play areas, communal gardens, a small stage with overhead canopy, and plazas, as well as installation of a “memory walk” that will connect all five blocks of the park with decorative paving.
- The Outdoor Recreation Legacy Partnership Program (ORLP) is a nationally competitive grant program that was established by Congress in 2014 and is administered by the National Park Service. In March 2023, REC applied for Round 6B ORLP funding for the Buchanan Street Mall Renovation Project for renovation work. In March 2024, the Department was notified that the Project had been selected for ORLP funding.

Fiscal Impact

- The proposed grant provides \$8,124,800 in funding and requires the City to provide an equal amount of matching funds. No indirect costs are included in the grant budget because they are not allowed by the granting agency. The City will initially finance grant-eligible costs with \$8,124,800 in General Funds and recover the monies through the grant reimbursement process.

Recommendation

- Approve the proposed resolution.

MANDATE STATEMENT

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

City Charter Section 9.118(a) states that contracts entered into by a department, board, or commission that (i) have anticipated revenues of \$1 million or more, or (ii) have anticipated revenues of \$1 million or more and require modifications, are subject to Board of Supervisors approval.

BACKGROUND

Buchanan Street Mall Renovation Project

The Buchanan Street Mall is a linear park located in the Western Addition neighborhood of San Francisco that runs through a five-block section of Buchannan Street from Eddy Street to Grove Street. According to the Recreation and Park Department (REC), the park serves as the primary open space for the approximately 400 adjacent residential units. Planning for the Buchanan Street Mall Renovation Project began in January 2015. The Project aims to revitalize the park, which includes improving lighting, safety, sewer and water infrastructure, beautification, and urban greening. As of July 2024, the estimated completion date for the project is June 2026, and the total estimated budget is approximately \$34,572,859.

Outdoor Recreation Legacy Partnership Grant Program

The Outdoor Recreation Legacy Partnership Program (ORLP) is a nationally competitive grant program that was established by Congress in 2014 and is administered by the National Park Service. The goal of the program is to support outdoor recreation projects in urban areas, particularly in disadvantaged communities, that improve existing parks or create new outdoor recreation spaces. As of July 2024, ORLP has issued seven rounds of competitive funding. In November 2023, the Board of Supervisors approved a resolution authorizing REC to accept and expend a \$3.9 million ORLP grant from the fifth round of ORLP funding for the Buchanan Mall project (File 23-1009).

New Grant Award

In March 2023, REC applied for Round 6B ORLP funding for the Buchanan Street Mall Renovation Project for renovation work on the other three blocks of the Buchanan Street Mall Park. In March 2024, the Department was notified that the Project had been selected for ORLP funding. San Francisco’s Buchanan Street Mall Project was one of 14 ORLP selected projects nationwide to receive funding in Round 6B.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would retroactively authorize REC to accept and expend a grant from the federal National Park Service, with the California Department of Parks and Recreation as the

pass-through agency, in the amount of up to \$8,124,800. The resolution also authorizes REC to enter into the associated grant contract.

The grant requires that the City match the federal funds at an equal dollar-for-dollar basis from non-federal sources during the grant period. The grant performance period is July 1, 2022 through January 31, 2027, with pre-award costs up to \$380,000 incurred on or after July 1, 2022 also eligible for reimbursement. According to REC staff, the resolution is retroactive because the grant program allows pre-award costs to be used as a source of grant match. The funding would be used to finance the Buchanan Street Mall Renovation Project. The proposed resolution also authorizes REC to amend the grant agreement so long as the amendments do not increase liabilities of the City.

Use of Funds

The proposed grant will fund the renovation of three of the five blocks of the Buchanan Street Mall Renovation Project, which includes Eddy Street to Turk Street, Turk Street to Golden Gate Avenue, and McAllister Street to Fulton Street sections of the park. The renovation would include constructing new pathways and seating, rain gardens, native plant irrigation and landscaping, lighting, picnic and barbecue areas, a multi-sport court, play areas, communal gardens, a small stage with overhead canopy, and plazas, as well as installation of a “memory walk” that will connect all five blocks of the park with decorative paving. The grant project is expected to be completed by June 2026. Construction services will be selected by competitive bid.

The grant agreement between the City’s Department of Recreation and Parks and California Department of Parks and Recreation (as pass-through agency) is still being finalized, but according to the Department, the contract will be back dated to July 1, 2022. The contract in the legislative file for this item is a template contract from the State Department of Parks and Recreation and requires REC to maintain the area as outdoor recreation. According to REC, the Department submits requests for reimbursement of funds on a quarterly basis once the project is under construction.

FISCAL IMPACT

The proposed grant provides \$8,124,800 in funding and requires the City to provide an equal amount of matching funds.¹ No indirect costs are included in the grant budget because they are not allowed by the granting agency. The City will initially finance grant-eligible costs with \$8,124,800 in General Funds and recover the monies through the grant reimbursement process.

Exhibit 1 below shows the total cost of the Buchannan Mall Project, including the proposed grant.

¹ Matching funds include \$4,076,650 from the Trust for Public Land Proposition 68 Statewide Parks grant, \$1,730,000 from the SFPUC, \$1,183,150 from a non-competitive grant from the California State Department of Parks and Recreation specifically for the Buchanan Street Mall Project, \$400,000 from Market-Octavia Development Impact Fees, \$335,000 from the San Francisco Parks Alliance’s Let’sPlaySF! program, \$200,000 from the 2020 Health and Recovery Bond, and \$200,000 from the General Fund.

Exhibit 1. Buchanan Street Mall Renovation Project Budget

Sources	Total
ORLP Round 6B (Proposed Grant)	\$8,124,800
ORLP Round 5	\$3,900,000
Specified Grant, CA State Budget - Senator Wiener	\$4,800,000
Trust for Public Land, Prop 68 Statewide Parks Grant	\$4,146,650
San Francisco Public Utilities Commission	\$5,430,000
Development Impact Fees, Market Octavia Plan Area	\$3,560,934
2020 Health and Recovery Bond	\$2,000,000
San Francisco General Fund	\$1,025,000
Let'sPlaySF! Grant from San Francisco Parks Alliance	\$835,000
SFPUC Green Infrastructure Grant	\$750,475
Total Sources	\$34,572,859
Expenditures	
Architecture & Engineering	\$1,424,000
Construction Management	\$683,600
Overhead for City Staff	\$3,298,607
Project Permitting and Inspection Fees	\$80,000
Demolition & Removal	\$1,266,427
Site Work	\$3,646,261
Construction - Park	\$14,570,235
Construction - Green Infrastructure	\$2,602,455
Construction - Sewer	\$1,830,000
Construction - Ella Hill Hutch	\$450,475
Construction - in the Right of Way	\$550,000
Construction Contingency	\$2,400,000
Workforce Development	\$725,800
Other Soft Costs	\$1,045,000
Total Expenditures	\$34,572,859

Source: Recreation and Park

RECOMMENDATION

Approve the proposed resolution.

File Number: 240642
 (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: Outdoor Recreation Legacy Partnership – Land and Water Conservation Fund – Round 6B
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: \$8,124,800

- 6a. Matching Funds Required: Yes
 b. Source(s) of matching funds (if applicable):

Source (REC Project #10036817)	Amount	Fund	Authority	Project
Trust for Public Land (Prop 68)	\$4,076,650	16950	22670	10036817
Specified Grant (CA Budget – Senator Wiener)	\$1,913,150	16950	14851	10036817
Let'sPlaySF! Grant (San Francisco Parks Alliance)	\$335,000	16940	20569	10036817
2020 Health and Recovery Bond	\$200,000	15513	21717	10036817
San Francisco Public Utilities Commission – GI Grant	\$250,000	20720	19142	10002780
San Francisco Public Utilities Commission – GI Capital	\$1,350,000	20720	19142	10002780

- 7a. Grant Source Agency: National Park Service
 b. Grant Pass-Through Agency (if applicable): California State Parks Department

8. Proposed Grant Project Summary: Buchanan Street Mall Renovation Project
 The ORLP-LWCP grant round 6B will be used to complete three of the five blocks of the Buchanan Street Mall Renovation Project. Traveling from north to south these three blocks are: Eddy Street to Turk Street, Turk Street to Golden Gate Avenue and McAllister Street to Fulton Street. The grant will support the installation of a variety of new program features on each block, as well as a 'memory walk' with decorative paving and bollards at the ends of the blocks, rain gardens and other stormwater detention features, and new pathways, seating, native plant landscaping, irrigation, and lighting on all three blocks. Program scope on the Eddy Street to Turk Street block includes a small multi-sport court, a picnic and barbeque area, and a young children's play area. Program scope on the Turk Street to Golden Gate Avenue block includes an all ages play area, aromatherapy and communal gardens, a picnic area, and a flexible plaza. Program scope on the McAllister Street to Fulton Street block includes a communal garden, two storage containers, a small stage with overhead canopy, a raked lawn, and a plaza with picnic areas. Grant funding will support design and construction administration fees and construction management costs associated with the three blocks, as well as building permit and inspection fees. Grant funding will also support the construction of three new park activation kiosks, one to be placed on each of the middle three blocks of Buchanan Street Mall (Turk Street to Golden Gate Avenue, Golden Gate Avenue to McAllister Street, and McAllister Street to Fulton Street).

9. Grant Project Schedule, as allowed in approval documents, or as proposed:
Start-Date: July 1, 2022 (pre-award cost) End-Date: January 31, 2027

10a. Amount budgeted for contractual services: \$7,175,200.

- 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? No. The grant source is federal and does not allow geographic preferences.
- d. Is this likely to be a one-time or ongoing request for contracting out? One time only

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

b1. If yes, how much? \$ N/A

b2. How was the amount calculated? N/A

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

Not allowed by granting agency To maximize use of grant funds on direct services.

Other (please explain):

c2. If no indirect costs are included, what would have been the indirect costs?

Department and Division Indirect Costs

12. Any other significant grant requirements or comments: Grant award is for the reimbursement of construction and soft costs identified in the grant budget. Project Status reports are required every six-months. The entire park must be maintained as outdoor public open space in perpetuity.

****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;
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:

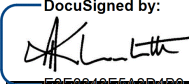
Arfaraz Khambatta

(Name)

Disability Access Coordinator, San Francisco Public Works

(Title)

Date Reviewed: 5/7/2024

DocuSigned by:

E9E8849E5A9D468...
(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Philip A. Ginsburg

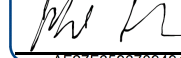
(Name)

General Manager, Recreation and Park Department

(Title)

Date Reviewed: 5/3/2024

DocuSigned by:



(Signature Required)

Buchanan Street Mall Renovations

<u>Project Budget</u>		<u>Funding Sources</u>	
Construction Hard Costs	\$14,449,165	Outdoor Recreation Legacy Partnership- Round 6B	\$8,124,800
Soft Costs	\$1,800,435	Trust for Public Land (Prop 68)	\$4,076,650
		Specified Grant (CA Budget – Senator Wiener)	\$1,913,150
		Let'sPlaySF! Grant (San Francisco Parks Alliance)	\$335,000
		2020 Health and Recovery Bond	\$200,000
		San Francisco Public Utilities Commission - GI Grant	\$250,000
		San Francisco Public Utilities Commission - Capital GI	\$1,350,000
Total Project Budget	\$16,249,600	Total Funding Sources	\$16,249,600

Grant Contract

**Department of Parks and Recreation
Sample Grant Contract
Land and Water Conservation Fund**

GRANTEE _____

PROJECT TITLE _____ PROJECT NUMBER _____

GRANT PERFORMANCE PERIOD is from _____

The GRANTEE agrees to the terms and conditions of this contract, hereinafter referred to as AGREEMENT, and the State of California, acting through its Liaison Officer pursuant to the program named above, and agrees to fund the total State grant amount indicated below. The GRANTEE agrees to complete the GRANT SCOPE as defined in the GRANT SCOPE/Cost Estimate Form of the APPLICATION filed with the State of California referenced by the application number indicated above.

PROJECT DESCRIPTION:

The General Provisions attached are made a part of and incorporated into the Contract. Code of Federal Regulations, Title 2, Subtitle A, Ch. II, Part 200 – Grant Agreements – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is made part of and incorporated into this Contract as Exhibit A.

Total State Grant not to exceed _____ (or 50% of the total Project, whichever is less. The federally approved surcharge will be deducted at the time of billing.)

Rate of Reimbursement _____%

Grantee

By _____
Typed or printed name of Authorized Representative

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

Signature of Authorized Representative

Title _____

By _____

Date _____

Date _____

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE		CONTRACT NUMBER		PROJECT NO.		FUND	
ADJ. INCREASING ENCUMBRANCE		APPROPRIATION				Land and Water Conservation Fund	
ADJ. DECREASING ENCUMBRANCE		CALSTARS VENDOR NO.					
UNENCUMBERED BALANCE		LINE ITEM ALLOTMENT		CHAPTER	STATUTE	FISCAL YEAR	
T. B. A. NO.	B. R. NO.	INDEX	OBJ. EXPEND	PCA	PROJECT/WORK PHASE		
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.							
SIGNATURE OF ACCOUNTING OFFICER						DATE	

State of California — The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION
Land and Water Conservation Fund
Grant Contract Provisions

Part I - Definitions

- A. The term “NPS” or “Service” as used herein means the National Park Service, United States Department of the Interior.
- B. The term “Director” as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term “Manual” as used herein means the Land and Water Conservation Fund State Assistance Program Manual, Volume 71 (March 11, 2021).
- D. The term “project” as used herein means a Land and Water Conservation Fund grant which is subject to the grant agreement and/or its subsequent amendments.
- E. The term “State” as used herein means the State, Territory or District of Columbia that is a party to the project agreement, and, where applicable, the political subdivision or public agency to which funds are to be transferred pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the recipient political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it is to apply solely to the State. For purposes of these provisions, the terms “State,” “grantee,” and “recipient” are deemed synonymous.
- F. The term “Secretary” as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.
- G. The term “Land and Water Conservation Fund” or “LWCF” as used herein means the Financial Assistance to States section of the LWCF Act (Public Law 88-578, 78 Stat 897, codified at 54 USC §2003), which is administered by the NPS.

Part II - Continuing Assurances

The parties to the project agreement specifically recognize that accepting LWCF assistance for the project creates an obligation to maintain the property described in the agreement and supporting application documentation consistent with the LWCF Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of LWCF assistance will use monies granted hereunder for the purposes of this program, and that assistance granted from the LWCF will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that the LWCF assistance will be added to, rather than replace or be substituted for, State and local outdoor recreation funds.

A. The State agrees, as recipient of the LWCF assistance, that it will meet the LWCF General Provisions, and the terms and provisions as contained or referenced in, or attached to, the NPS grant agreement and that it will further impose these terms and provisions upon any political subdivision or public agency to which funds are subawarded pursuant to the grant agreement. The State also agrees that it shall be responsible for compliance with the terms and provisions of the agreement by such a political subdivision or public agency and that failure by such

political subdivision or public agency to so comply shall be deemed a failure by the State to comply.

B. The State agrees that the property described in the grant agreement and depicted on the signed and dated project boundary map made part of that agreement is being acquired or developed with LWCF assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of property leased from a federal agency. The Secretary shall approve such conversion only if it is found to be in accord with the then existing statewide comprehensive outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location (54 U.S.C. 200305(f)(3)). The LWCF post-completion compliance regulations at 36 C.F.R. Part 59 provide further requirements. The replacement land then becomes subject to LWCF protection. The approval of a conversion shall be at the sole discretion of the Secretary, or designee.

Prior to the completion of this project, the State and the Director may mutually alter the area described in the grant agreement and depicted in the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded LWCF protection as Fund reimbursement is provided.

In the event the NPS provides LWCF assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation uses as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the NPS of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and the program regulations. The provisions of this paragraph are also applicable to leased properties developed with LWCF assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the NPS; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the NPS.

C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality and quantity of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion request as described in Section II.B above.

D. The State agrees to comply with the policies and procedures set forth in the Manual. Provisions of said Manual are incorporated into and made a part of the project grant agreement.

E. The State agrees that the property and facilities described in the grant agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (36 C.F.R. Part 59).

F. The State agrees that a notice of the grant agreement shall be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located, to the effect that the property described and shown in the scope of the grant agreement and the signed and dated project boundary map made part of the agreement, has been acquired or developed with LWCF assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary as described in Part II.B. above.

G. Nondiscrimination

1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in Section V of the Department of the Interior Standard Award Terms and Conditions.
2. The State 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 as set forth in 54 U.S.C. §200305(i) and the Manual.

Part III - Project Assurances

A. Project Application

1. The Application for Federal Assistance bearing the same project number as the Grant Agreement and associated documents is by this reference made a part of the agreement.
2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.
3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

B. Project Execution

1. The project period shall begin with the date of approval of the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner in which event the project shall end on the date of completion or termination.
2. The State shall transfer to the project sponsor identified in the Application for Federal Assistance all funds granted hereunder except those reimbursed to the State to cover eligible expenses derived from a current approved negotiated indirect cost rate agreement.
3. The State will cause work on the project to start within a reasonable time after receipt of notification that funds have been approved and assure that the project will be implemented to completion with reasonable diligence.
4. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
5. The State will provide for and maintain competent and adequate architectural/ engineering supervision and inspection at the construction site to ensure that the completed work conforms

with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.

6. In the event the project covered by the project agreement, cannot be completed in accordance with the plans and specifications for the project; the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or designee in accord with Section "Project Termination" of this agreement.

7. As referenced in the DOI Standard Terms and Conditions, the State will ensure the project's compliance with applicable federal laws and their implementing regulations, including: the Architectural Barriers Act of 1968 (P.L. 90-480) and DOI's Section 504 Regulations (43 C.F.R. Part 17); the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), and applicable regulations; and the Flood Disaster Protection Act of 1973 (P.L. 93-234).

8. The State will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution, and Executive Order 11990 relating to the protection of wetlands.

9. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (54 U.S.C. §306108) and the Advisory Council on Historic Preservation regulations (36 C.F.R. Part 800) by adhering to procedural requirements while considering the effect of this grant award on historic properties. The Act requires federal agencies to take into account the effects of their undertaking (grant award) on historic properties by following the process outlined in regulations. That process includes (1) initiating the process through consultation with the State Historic Preservation Officer and the other on the undertaking, as necessary, by (2) identifying historic properties listed on or eligible for inclusion on the National Register of Historic Places that are subject to effects by the undertaking, as necessary, by (3) assessing the effects of the undertaking upon such properties, if present, and by (4) resolving adverse effects through consultation and documentation according to 36 C.F.R. §800.11. If an unanticipated discovery is made during implementation of the undertaking the State in coordination with NPS shall consult per provisions 36 C.F.R. §800.13.

10. The State will assist the NPS in its compliance with the National Environmental Policy Act of 1969, as amended (42 U.S.C. §4321 et seq.) and the CEQ regulations (40 C.F.R. §1500-1508), by adhering to procedural requirements while considering the consequences of this project on the human environment. This Act requires Federal agencies to take into account the reasonably foreseeable environmental consequences of all grant-supported activities. Grantee and subrecipients are required to provide the NPS with a description of any foreseeable impacts to the environment from grant-supported activities or demonstrate that no impacts will occur through documentation provided to the NPS. The applicant must submit an Application & Revision Form in order to assist the NPS in determining the appropriate NEPA pathway when grant-assisted development and other ground disturbing activities are expected. If a Categorical Exclusion (CE) is the appropriate pathway, the NPS will confirm which CE, according to NPS Director's Order 12, applies.

D. Construction Contracted for by the State Shall Meet the Following Requirements:

1. Contracts for construction shall comply with the provisions of 43 CFR Part 12 (Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior).

2. No grant or contract may be awarded by any grantee, subgrantee or contractor of any grantee or subgrantee to any party which has been debarred or suspended under Executive

Order 12549. By signing the LWCF agreement, the State certifies that it will comply with debarment and suspension provisions appearing at Part III-J herein.

E. Retention and Custodial Requirements for Records

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained in accordance with 43 C.F.R. Part 12 for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved.
2. The retention period starts from the date of the final expenditure report for the project.
3. State and local governments are authorized to substitute copies in lieu of original records.
4. The Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the State and local governments and their subgrantees which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.

F. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the NPS.
2. The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement with the NPS.
3. The Director may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the NPS under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Director or State may terminate grants in whole, or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the noncancelable obligations, properly incurred by the GRANTEE prior to termination.
5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the NPS be returned.

G. Lobbying with Appropriated Funds

The State must certify, for the award of grants exceeding \$100,000 in Federal assistance, that no Federally appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding, extension, continuation, renewal, amendment, or modification of this grant. In compliance with Section 1352, title 31, U.S. Code, the State certifies, as follows:

The undersigned certifies, to the best of their knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S.C. Any person 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.

H. Provision of a Drug-Free Workplace

In compliance with the Drug-Free Workplace Act of 1988 (43 C.F.R. Part 12, Subpart D), the State certifies, as follows:

The grantee certifies that it will or continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of a grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The State must include with its application for assistance a specification of the site(s) for the performance of work to be done in connection with the grant.

I. Hold Harmless

The Grantee shall indemnify the State of California and its officer, agents and employees against and hold the same free and harmless from any and all claims, demands, damages, losses, costs, and/or expenses of liability due to, or arising out of, either in whole or in part, whether directly or indirectly, the organization, Development, construction, operation, or maintenance of the Project.

J. Civil Rights Assurance

The State certifies that, as a condition to receiving any Federal assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and subrecipients and the person whose signature appears on the grant agreement and who is authorized to sign on behalf of the Applicant.

K. Debarment and Suspension

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The State further agrees that it will include the clause "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" appearing below in any agreement entered into with lower tier participants in the implementation of this grant. Department of Interior Form 1954 (DI-1954) may be used for this purpose.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this application that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application.



[Home](#) During California Visit, Secretary Haaland Anno...

During California Visit, Secretary Haaland Announces New Investments to Create Public Parks, Expand Recreation Opportunities, and Restore Outdoor Ecosystems

Share

Funding from President Biden's Investing in America agenda will improve recreational opportunities for local communities along the San Francisco Bay

\$58.3 million in new funding from the Outdoor Recreation Legacy Partnership Program will increase equitable outdoors access for underserved communities

03/27/2024

Last edited 03/29/2024

Date: Wednesday, March 27, 2024

Contact: Interior_Press@ios.doi.gov

SAN FRANCISCO — Secretary of the Interior Deb Haaland visited the San Francisco Bay Area today, where she highlighted how historic funding from President Biden’s Investing in America agenda and the Outdoor Recreation Legacy Partnership (ORLP) Program are helping to restore our nation’s lands and waters through locally led, landscape-scale restoration projects, while also improving equitable access to the outdoors.

Secretary Haaland visited the Don Edwards San Francisco Bay National Wildlife Refuge, which is receiving \$2 million from President Biden’s Investing in America agenda to improve recreational opportunities for local communities along the San Francisco Bay. Working with partners, including Tribes and local youth advocacy groups, the Refuge will identify the trails most at-risk from climate change and ensure they remain a community asset in the face of rising sea levels. This work will benefit local, traditionally underserved communities, as well as the greater Bay Area by securing connections along the 500-mile Bay Trail system - a critical transportation network for non-motorized transportation in the dense urban core. In addition, the Service received \$4.69 million from the Land and Water Conservation Fund (LWCF), building on the President’s commitment to secure additional lands for public access by expanding the Refuge.

In February 2024, the Department [announced](#) \$157 million from the Bipartisan Infrastructure Law that will support 206 ecosystem restoration projects in 48 states, Washington, D.C., and the U.S. Territories and will advance the Department’s ongoing work across several restoration and resilience programs. Through President Biden’s Investing in America agenda, the Department is stewarding an overall \$2 billion over five years in new investments to put people to work restoring our nation’s lands and waters. To guide these historic investments, in April 2023, the Department [unveiled](#) the Restoration and Resilience Framework to catalyze coordination and drive transformational outcomes across our existing programs and initiatives.

Secretary Haaland also announced \$58.3 million in grant funding for communities in 11 states across the United States — including San Francisco — to create new parks and trails or fund substantial renovations to existing parks through the ORLP program.

The ORLP program, established in 2014 and funded through the LWCF, enables urban communities to create new outdoor recreation spaces, reinvigorate existing parks, and form connections between people and the outdoors in economically underserved communities. The city of San Francisco is receiving more than \$8 million to revitalize park blocks that offer various outdoor recreation amenities to the public.

Earlier this year, the Department launched a [tour](#) to hear directly from local stakeholders on the need to connect communities with access to the outdoors and encourage state participation in the ORLP program. The program helps advance President Biden's [America the Beautiful initiative](#), a locally led, voluntary conservation and restoration effort that aims to address the nature and climate crises, improve equitable access to the outdoors, and strengthen the economy. Providing safe outdoor spaces for communities that are park-deprived is one of six areas of focus. The ORLP program also helps advance the Administration's [Justice 40 initiative](#) which aims to have 40 percent of the benefits of federal funding flow to disadvantaged communities.

Since its inception in 1965, the LWCF has funded \$5.2 billion to support more than 45,000 projects in every county in the country. The LWCF supports increased public access to and protection for federal public lands and waters — including national parks, forests, wildlife refuges, and recreation areas — and provides matching grants to state governments for the acquisition and development of public parks and other outdoor recreation sites.

Outdoor Recreation Legacy Partnership Round 6b Selected Projects

California

City of Redding - \$3,500,000

Reimagining South City Park

The City of Redding, California, will reimagine South City Park by layering a variety of uses including a playground and spray fountain, entry and activities plaza, flexible greenspace, pickleball courts, a skate plaza, basketball court, lounge areas, climbing features, a walking loop, updated lighting and landscaping, a dog area, and improvements to existing restrooms, the baseball field, and bocce ball courts.

City and County of San Francisco - \$8,124,800

Buchanan Street Mall Renovations

The City of San Francisco, California, will renovate three of the five park blocks that comprise Buchanan Street Mall. Renovation of the other two blocks were supported by a previous ORLP grant. The three blocks will provide many amenities including a performance stage and seating areas, a picnic and barbeque area, multiple playgrounds, an adult and senior exercise area, a half court for multi-sports, lighting, landscaping, and information kiosks.

City of Madera - \$659,640

Tozer Park Construction Grant

The City of Madera will use funds to develop both active and passive recreational opportunities in Tozer Park, in Madera, California, including new playground with equipment, a picnic shelter with seating and grills, landscaping and irrigation, a parcourse trail/track, exercise equipment, adult and child half-or multi-use courts, miniature soccer/multi-use fields, and tennis/pickle ball courts.

Connecticut

City of Bridgeport - \$1,062,454

The Sliver by the River Development Project, Phase 1

The City of Bridgeport, Connecticut, will use funds for Phase I of the Sliver by the River Redevelopment Project. It will feature a kayak launch, floating dock, nature playground, shade pavilion, multi-use open lawn, terraced lawn with seating, benches, and trees and native plantings that help cool the air and reduce the urban heat island.

Indiana

South Bend Venues Parks and Arts - \$7,500,000

Kennedy Park Rehabilitation Project

South Bend Venues Parks and Arts will bring new life to Kennedy Park in South Bend, Indiana, by introducing an outdoor aquatic facility, picnic pavilions, walking paths, educational naturalized landscaping, playground, athletic fields/courts, and improved access for the surrounding neighborhood.

Kentucky

Waterfront Development Corporation - \$10,000,000

Waterfront Park Phase IV

The Waterfront Development Corporation will complete Phase IV of the Louisville, Kentucky, Waterfront Park project along the Ohio River. Funds will support the transformation of a long-neglected area by providing green space and recreational amenities including an observation pier, plazas, green spaces, trees, and riverbank stabilization.

Michigan

City of Detroit - \$1,300,000

Patton Park Cohesion and Enhancement

The City of Detroit, Michigan, will use ORLP grant funds to significantly improve Patton Park by constructing a new entry plaza, upgrading the existing playground, adding new play areas, enhancing the picnic area, redesigning parts of the park to reduce heat island effects, and providing improved access to the park.

New Jersey

City of Paterson - \$4,900,000

The City of Paterson, New Jersey, will transform Westside Park by restoring tennis and basketball courts and public restrooms, installing a multipurpose athletic complex, and a wide array of new spaces for gathering, playing, relaxing, and enjoying nature including new boat launch, and an expanded path system.

New York

New York City - \$6,000,000

Spring Creek Park Revitalization

New York City Parks will create multiple access points to, and renovate, Spring Creek Park North, on the Brooklyn/Queens border. The plans include over 4,500 feet of trails, lighting, benches, and signs to ensure a safe and welcoming environment.

North Carolina

City of Raleigh - \$845,258

Walnut Creek Park -Bailey Gateway Project

The City of Raleigh, North Carolina, will use grant funds to create the Bailey Drive Gateway at Walnut Creek Wetland Park. The project will reclaim a vacant and overgrown area on the southside of the park that is currently under-utilized and provides no recreational benefits to the local community. The improved site will also provide residents with direct, safe pedestrian access to existing public amenities north of Walnut Creek.

Pennsylvania

City of Bethlehem - \$747,966

Friendship Park Rehabilitation

The City of Bethlehem, Pennsylvania, will rehabilitate Friendship Park by providing a central public lawn, a new main entrance and two additional entrances, a fountain splash plaza, upgrades to existing play structures, a shade structure and picnic area, a new basketball court, and a pathway system.

South Carolina

City of Florence - \$8,927,097

Levy Park Renovation

The City of Florence, South Carolina, will redevelop the aging Levy Park. The planned physical and facility improvements include a full renovation/reconfiguration of the existing sports fields and courts, development of multi-use walkways, ballfields, playgrounds, fitness equipment, landscaping, and parking.

Texas

City of Laredo - \$3,799,966

Zacate Creek Green District Corridor Project

The City of Laredo, Texas, will develop the 22-acre Zacate Creek Green District Corridor. Proposed elements include creating new hiking/biking trails, shared-use paths, a new trail head entrance, designated parking areas, open-air visitor center with restrooms and a bike and kayak rental station, pedestrian bridges both new and restored, amphitheater restoration, benches, water fountains, tables, bike repair stations, community garden, landscaping, and embankment stabilization.

Virginia

City of Richmond - \$1,000,000

Broad Rock Creek Park Project

The City of Richmond, Virginia, will use funds to create a nature park at Broad Rock Creek by repairing the bridge, developing trails, building roads, restrooms, adding park amenities including wayfinding, kiosks, benches, water fountains, and trash cans.

Applications are being accepted now in Grants.gov for the next round of funding through April 30, 2024.

###

PRESS RELEASE



04/11/2024

**Interior Department Finalizes
Action to Strengthen
Endangered Species Act**

PRESS RELEASE



04/08/2024

**Biden-Harris Administration
Announces \$79 Million from
President Biden's Investing in
America...**

PRESS RELEASE



04/04/2024

**Biden-Harris Administration
Announces \$19 Million from
Investing in America Agenda
for Innovative...**

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U.S. Department of the Interior

Stewarding Conservation and Powering Our Future

1849 C Street NW, Washington, DC 20240



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

TO: Board of Supervisors

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

DATE: July 25, 2024

SUBJECT: Information on Retroactive Grant Performance Period- ORLP Grant

The San Francisco Recreation and Park Department was awarded an Outdoor Recreation Legacy Partnership (ORLP) Grant in April 2024. This federal program is administered by the National Park Service in partnership with the State of California, Recreation and Park Department (DPR).

The ORLP grant program allows the grantees to use project costs incurred up to three years before the grant contract execution, as grant match. At this time, the grant contract has not been executed, but the Recreation and Park Department (RPD) has estimated that the grant performance period could start no earlier than July 1, 2022.

The Recreation and Park Department intends to use approximately \$350,000 in pre-construction cost that occurred after July 1, 2022, as grant match, thus making the grant retroactive.

Recreation and Park Department has been advised by the Clerk of the Board that due to the back-date grant performance period, the grant is “retroactive”, even though the Grant Contract has not been executed, and no grant funds have been committed or expended.



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

TO: Angela Calvillo, Clerk of the Board of Supervisors

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

DATE: May 13, 2024

SUBJECT: Accept and Expend Legislation for Subject Grant

GRANT TITLE: Outdoor Recreation Legacy Partnership Grant – Round 6B

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

- Proposed grant resolution; original signed by Department, Mayor, Controller
- Grant information form for Round 6B, including disability checklist
- Grant budget
- Grant Award Recommendation
- Sample Grant Agreement

Special Timeline Requirements: Need appropriation by August to advertise construction contract on schedule.

Departmental representative to receive a copy of the adopted resolution:

Name: Lauren Chavez, Project Manager

Phone: (628) 652-6643

Interoffice Mail Address: 49 South Van Ness, Suite 1220

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).

From: [Trejo, Sara \(MYR\)](#)
To: [BOS Legislation, \(BOS\)](#)
Cc: [Paulino, Tom \(MYR\)](#); [Ng, Beverly \(REC\)](#); [Kilgore, Preston \(BOS\)](#)
Subject: Mayor -- Resolution -- Buchanan Street Mall Grant
Date: Tuesday, June 4, 2024 2:32:49 PM
Attachments: [1. Memo Buchanan ORLP R6B Grant.docx](#)
[2. Buchanan Mall ORLP Grant AE Resolution 6B 5.2.24.doc](#)
[Grant Award Announcement.pdf](#)
[Mayor's Approval of Legislation.pdf](#)
[Sample ORLP- LWCF Grant Contract.pdf](#)
[Buchanan Mall Grant Information Form R6B 5.2.24.doc.pdf](#)
[Buchanan Mall ORLP Grant AE Resolution 6B 5.2.24.doc.pdf](#)
[Buchanan Mall ORLP R6B Grant Budget 20240213.xlsx.pdf](#)

Hello Clerks,

Attached is a Resolution authorizing the Recreation and Park Department to accept and expend up to \$8,124,800 in grant funding from the California Department of Parks and Recreation for the Buchanan Street Mall Project, to enter into a grant contract with the California Department of Parks and Recreation, and to authorize the General Manager of the Recreation and Park Department to enter into any modifications and amendments to the Grant Contract that do not materially increase the obligations or liabilities of the City.

Please note, Supervisor Preston is a cosponsor of this item.

Best regards,

Sara Trejo

Legislative Aide

Office of the Mayor

City and County of San Francisco

415.554.6141 | sara.trejo@sfgov.org