

File No. 230170

Committee Item No. 7

Board Item No. 9

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date April 19, 2023

Board of Supervisors Meeting Date April 25, 2023

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 type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input checked="" type="checkbox"/> | <input 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)

- | | | |
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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>RPC Resolution No. 2212-004 12/15/2022</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>REC Statement on Retroactivity 2/2/2023</u> |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |
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Completed by: Brent Jalipa Date April 13, 2023

Completed by: Brent Jalipa Date April 21, 2023

1 [Accept and Expend Grant - Retroactive - California State Parks Department Specified Grant -
2 Portsmouth Square Renovation Project - \$6,000,000]

3 **Resolution retroactively authorizing the Recreation and Park Department to accept and**
4 **expend a grant from the California Department of Parks and Recreation in the amount**
5 **of \$6,000,000 for the Portsmouth Square Renovation Project; approving the associated**
6 **grant agreement for a term from July 1, 2022, through June 30, 2026; and authorizing**
7 **the Recreation and Park Department to enter into amendments or modifications to the**
8 **agreement that do not materially increase the obligations or liabilities of the City and**
9 **are necessary to effectuate the purposes of the project or this Resolution.**

10
11 WHEREAS, The City and County of San Francisco owns Assessor's Parcel Block No.
12 0209, Lot No. 017 referred to as Portsmouth Square; and

13 WHEREAS, Portsmouth Square is one of San Francisco's most significant historic,
14 cultural, and civic spaces and is under the jurisdiction of the Recreation and Park Department
15 ("RPD"); and

16 WHEREAS, Through an extensive public planning process, RPD has created a park
17 design that will facilitate park use by residents of all ages, improve park safety and security,
18 improve park aesthetics, and acknowledge the site's historical and cultural significance; and

19 WHEREAS, The California Legislature has delegated responsibility to the California
20 Department of Parks and Recreation ("Department") for the administration of the funding
21 through a Specified Grant ("Grant"); and

22 WHEREAS, On December 15, 2022, the San Francisco Recreation and Park
23 Commission adopted Resolution No. 2212-004 approving RPD's application for Specified
24 Grant funds and recommended that the Board of Supervisors accept and expend the Grant,
25

1 authorize the RPD General Manager to enter into a grant contract and negotiate agreements
2 with the State concerning the administration of the grant; and

3 WHEREAS, The 2022/2023 California State Budget appropriated funding in the
4 amount of \$6,000,000 for the Grant; and

5 WHEREAS, As a condition of receiving the Grant, RPD is required to agree to the
6 terms and conditions of the attached Grant Contract which is on file with the Clerk of the
7 Board under File No. 230170 which is effective from July 1, 2022, through June 30, 2026, and
8 which is hereby declared to be part of this Resolution as if set forth fully herein; and

9 WHEREAS, The Grant Terms and Conditions prohibit including indirect costs in the
10 grant budget; and

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

13 RESOLVED, That the Board of Supervisors retroactively authorizes the Recreation and
14 Park Department to accept and expend the Grant; and, be it

15 FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of
16 indirect costs as part of this Grant Budget; and, be it

17 FURTHER RESOLVED, That the Board of Supervisors approves the Grant Contract;
18 and, be it

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

1 Resolution, and are in compliance with all applicable laws, including the City's Charter; and, be
2 it

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

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8 Recommended:

Approved: _____ /s/

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Mayor

10 _____ /s/

11 Department Head

Approved: _____ /s/

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Controller

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File Number: 230170
(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: Portsmouth Square Specified Grant
2. Department: San Francisco Recreation and Park Department
3. Contact Person: Toni Moran Telephone: (415) 407-6797
4. Grant Approval Status (check one):
 Approved by funding agency Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$6,000,000
- 6a. Matching Funds Required: \$Not Applicable
b. Source(s) of matching funds (if applicable): Not Applicable
- 7a. Grant Source Agency: California Department of Parks and Recreation
b. Grant Pass-Through Agency (if applicable): Not Applicable
8. Proposed Grant Project Summary: The grant will support capital improvements to Portsmouth Square including clubhouse features and kitchen, culturally significant public art components in the Square and capital improvements to Walter U. Lum Place, such as pathways and pedestrian lighting.
9. Grant Project Schedule, as allowed in approval documents, or as proposed:
Start-Date: July 1, 2022 End-Date: June 30, 2026
- 10a. Amount budgeted for contractual services:\$6,000,000
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? \$ Not Applicable
b2. How was the amount calculated?
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? Division and Department overhead.

12. Any other significant grant requirements or comments: Bi-annual Reports.

****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 checked="" type="checkbox"/> Existing Site(s) | <input checked="" type="checkbox"/> Existing Structure(s) | <input type="checkbox"/> Existing Program(s) or Service(s) |
| <input checked="" type="checkbox"/> Rehabilitated Site(s) | <input checked="" type="checkbox"/> Rehabilitated Structure(s) | <input type="checkbox"/> New Program(s) or Service(s) |
| <input type="checkbox"/> New Site(s) | <input checked="" 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: **Modification of structural beams in existing parking garage to provide compliant overhead clearances for high-roof vans would be technically infeasible. SFRPD will coordinate with SFMTA and/or garage operator on equivalent facilitation for accommodating high-roof vans at alternate covered van accessible parking location in the vicinity of Portsmouth Square.**

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

Arfaraz Khambatta, CASp
(Name)

Disability Access Coordinator, San Francisco Public Works
(Title)

Date Reviewed: 1/27/2023

DocuSigned by:

E3E8343E5A3D4B9
(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Philip A. Ginsburg
(Name)

General Manager, San Francisco Recreation and Park Department
(Title)

Date Reviewed: 1/27/2023

DocuSigned by:

AF27F6596709494
(Signature Required)

Portsmouth Square Specified Grant Budget

Project Budget		Funding Sources	
Hard Costs (Incl. Construction)	\$ 53,200,000	FY 22-23 State Budget Specified Grant	\$ 6,000,000
Soft Costs	\$ 13,800,000	2020 Health & Recovery Bond	\$ 54,000,000
Project Reserve	\$ 1,000,000	Transit Center Impact Fees & CFD Revenue	\$ 10,865,000
Escalation & Bid Contingency	\$ 4,000,000	Sustainable Chinatown Grant	\$ 8,400
		Downtown Park Fund (Pending)	\$ 500,000
		Bond Project Balances (Pending)	\$ 626,600
Total Project Budget	\$ 72,000,000	Total Project Funding	\$ 72,000,000

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

GRANTEE City & County of San Francisco

GRANT PERFORMANCE PERIOD is from July 01, 2022 through June 30, 2026

CONTRACT PERFORMANCE PERIOD is from July 01, 2022 through June 30, 2026

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

Total State grant amount not to exceed **\$6,000,000.00**

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

City & County of San Francisco
 GRANTEE

STATE OF CALIFORNIA
 DEPARTMENT OF PARKS AND RECREATION

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

By _____

Signature of Authorized Representative

Address 501 Stanyan St., San Francisco 94117 -1898

Title General Manager

Date _____

Date _____

CERTIFICATION OF FUNDING
(For State Use Only)

CONTRACT NO C5055039	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000007690			PROJECT NO. SG-38-034
AMOUNT ENCUMBERED BY THIS DOCUMENT \$6,000,000.00		FUND. General Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM 3790-101-0001	CHAPTER 43	STATUTE 22	FISCAL YEAR 2022/23
TOTAL AMOUNT ENCUMBERED TO DATE \$ \$6,000,000.00		Reporting Structured. 37900091	Account/Alt Account. 5432000-5432000000	ACTIVITY CODE 600XX	PROJECT / WORK PHASE

I. RECITALS

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

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as “GRANT MONIES”) not to exceed \$6,000,000, subject to the terms and conditions of this AGREEMENT and the 2022/23 California State Budget, Chapter 43, statutes of 2022, Item number – 3790-101-0001 (appropriation chapter and budget item number hereinafter referred to as “SPECIFIED GRANT”). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2022 to June 30, 2026.

II. GENERAL PROVISIONS

A. Definitions

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

1. The term “APPLICATION” means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program PROCEDURAL GUIDE requirements.
2. The term “CONTRACT PERFORMANCE PERIOD” means the duration of time during which this CONTRACT is in effect.
3. The term “DEPARTMENT” or “STATE” means the California Department of Parks and Recreation.
4. The term “DEVELOPMENT” means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term “GRANTEE” means the party described as the GRANTEE in Section I of this AGREEMENT.
6. The term “GRANT PERFORMANCE PERIOD” means the period of time during which eligible costs may be incurred by the GRANTEE and paid for by the DEPARTMENT, as specified in the fully executed CONTRACT.
7. The term “GRANT PROJECT” means all real estate, leases, subleases, buildings, and other property acquired or developed with GRANT monies.

8. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.
9. The term "PROCEDURAL GUIDE" means the document identified as the "Procedural Guide for Portsmouth Square Renovation Specified Grant." The PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

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

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

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

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this contract.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.)

C. Project Costs

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

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the GRANT PERFORMANCE PERIOD, whichever is earlier.
2. During the GRANT PERFORMANCE PERIOD, the GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made a specific request. All such project status reports shall be signed and certified as complete and accurate by the authorized representative of the GRANTEE. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the GRANT PERFORMANCE PERIOD, whichever is earlier. The GRANT PERFORMANCE PERIOD is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this contract at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this contract may be rescinded, modified or amended only by mutual CONTRACT in writing between the GRANTEE and the STATE, unless the provisions of this contract provide that mutual CONTRACT is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) this CONTRACT or any other grant contracts, specified or general, that GRANTEE has entered into with STATE or any other department, agency, commission or other subdivision of California State government, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT

MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.

5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

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

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

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

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain, and retain full control of the property acquired or developed with the GRANT MONIES, for the duration of the CONTRACT PERFORMANCE PERIOD.
2. The GRANTEE agrees that, during the CONTRACT PERFORMANCE PERIOD, the GRANTEE shall use the property acquired or developed with grant funds under this CONTRACT only for the purposes of this grant and no other use, sale, assignment, transfer, mortgage, or other disposition or change of the control or use of the property or of any interest in the property to one not consistent with the grant purpose shall be permitted except as authorized by the DEPARTMENT and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred or assigned to another entity only if the successor entity assumes the obligations imposed under this CONTRACT and only with the prior approval of STATE.
4. Any real Property (including any portion of it or any interest in it, including any leases) may not be used as security or collateral for any debt, loan or mitigation, without the prior written approval of the STATE, provided that such approval shall not be unreasonably withheld as long as the purposes for which the grant was awarded are maintained. Any such permission that is granted does not make STATE a guarantor or a surety for any debt, loan or mitigation, nor does it waive STATE's rights to enforce performance under the CONTRACT.
5. All real property (including any portion or interest in it, including any leases), or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of grant monies received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this CONTRACT.

2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

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

L. Liability

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

M. Assignability

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

N. Use of Grant Monies

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

O. Section Headings

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

P. Waiver

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

III. Special Provisions

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

City & County of San Francisco_____

GRANTEE

By:_____

Signature of Authorized Representative

Title: General Manager, San Francisco Recreation and Park Department

Date: _____

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: _____
Signature of Authorized Representative

Title: _____

Date: _____

RECREATION AND PARK COMMISSION
City and County of San Francisco
Resolution Number 2212-004

**APPROVING APPLICATION FOR SPECIFIED GRANT FUNDS FROM
BUDGET ACT 2022/23 CALIFORNIA STATE BUDGET, CHAPTER
249/2022, ITEM NUMBER 3790-101-001, SECTION 19.56 (9) (B) (1) (AD)
\$2,300,000 TO THE CITY AND COUNTY OF SAN FRANCISCO FOR THE
SOUTH SUNSET CLUBHOUSE AND PLAYGROUND RENOVATION
AND (AJ) \$6,000,000 TO THE CITY AND COUNTY OF SAN FRANCISCO
FOR THE PORTSMOUTH SQUARE RENOVATION**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of a grant to the San Francisco Recreation and Park Department, setting up necessary procedures governing application(s); and

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

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

RESOLVED that the Recreation and Park Commission hereby:

1. Approves the filing of project applications for the South Sunset Clubhouse and Playground Renovation and the Portsmouth Square Renovation specified grant projects; and
2. Certifies that said applicant has or will have available, prior to commencement of project work utilizing specified grant funds, sufficient funds, including those provided by this grant, to complete the projects; and
3. Certifies that the applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in this Procedural Guide; and
4. Delegates the authority to the General Manager, or their designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the project scopes; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Adopted by the following vote

Ayes	7
Noes	0
Absent	0

I hereby certify that the foregoing resolution was adopted at the Recreation and Park Commission meeting held on December 15, 2022.



Ashley Summers, Commission Liaison



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

TO: Board of Supervisors

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

DATE: February 2, 2023

SUBJECT: California Department of Parks and Recreation Grant Performance Periods

Recreation and Park Department (RPD) capital projects frequently rely on State funding administered through the State of California, Department of Parks and Recreation (DPR). This funding usually comes to RPD through specified or competitive grants and is approved through State budget appropriations.

Grants agreements from DPR typically state that RPD may use grant funds to pay for covered work that occurs during a specified “performance period.” To ensure grants can cover pre-development work and to align grants with the State budget process, DPR often identifies the performance period as beginning on the 1st day of the Fiscal Year in which the funds have been appropriated.

For example, if DPR were to award RPD a grant using funds appropriated during Fiscal year 2022, it usually identifies the grant performance period as beginning on July 1, 2022 – even though DPR’s might not have actually awarded the grant until later during that Fiscal Year.

DPR’s practice regarding the performance period has raised questions about whether Board of Supervisors approval of such grants constitutes a “retroactive” approval. We have understood that the concept of “retroactive” approval would apply if we had actually signed an agreement or accepted funds without the approval of the Board of Supervisors, and then sought those approvals after the fact.

Most RPD grants from the state come from DPR or the Natural Resources Agency. Staff at those agencies typically begin the process of creating applications, awarding and finalizing these grants months after the state budget is approved. This, in combination with the identification of the performance period as the fiscal year gives the appearance, on paper, that the grants are retroactive. In practice, no money has been transferred or spent before the Board approves.

It is important for RPD Capital Projects to move forward on essential construction timelines, and for RPD to seek legally required approvals in advance rather than after the fact. We hope that this memo will help the Board understand the circumstances for how RPD negotiates and seeks approval for these grant agreements.



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: January 25, 2022

SUBJECT: Accept and Expend Legislation for Subject Grant

GRANT TITLE: Specified Grant for Portsmouth Square

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

- Proposed grant resolution; original signed by Department, Mayor, Controller
- Grant information form, including disability checklist
- Grant budget
- Grant Contract
- Commission Report.

Special Timeline Requirements:

Board approval needed by February 14, 2023 to encumber grant agreement and eliminate risk of funding loss

Departmental representative to receive a copy of the adopted resolution:

Name: Toni Moran

Phone: 415 407-6797

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).