

1 [Memorandum of Understanding - Accept and Expend Grants - San Francisco Parks Alliance  
2 - Crane Cove Park - Up to \$7,000,000]

3 **Resolution authorizing the Port of San Francisco to execute a Memorandum of**  
4 **Understanding and accept and expend grants from the San Francisco Parks Alliance of**  
5 **up to \$7,000,000 to fund the completion of certain project components of Crane Cove**  
6 **Park for the period of November 2021 to October 2029.**

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8 WHEREAS, The Port manages the San Francisco waterfront within its jurisdictional  
9 boundaries as the gateway to a world-class city, and advances environmentally and financially  
10 sustainable maritime, recreational and economic opportunities to serve the City, Bay Area,  
11 and California; and

12 WHEREAS, The Port delivers vibrant and diverse waterfront experiences that enrich  
13 the City and San Francisco Bay Area; and

14 WHEREAS, The Port is currently completing the construction of Crane Cove Park,  
15 which will be a new 7-acre park on Port property, located in the Central Waterfront generally  
16 between 19th Street and Mariposa Streets east of Illinois Street, and opened in September  
17 of 2020; and

18 WHEREAS, Crane Cove Park will be a major new public open space that preserves  
19 historic maritime resources, provides public access to and recreation opportunities along the  
20 Bay, and contributes to a vibrant new Pier 70 neighborhood, and expands the Port's necklace  
21 of public open spaces; and

22 WHEREAS, The Crane Cove Park Project (Project) is a long-standing project of the  
23 Port, and was first identified as a project in the Port's Waterfront Land Use Plan adopted  
24 in 1997, and further articulated in the Port's Pier 70 Preferred Master Plan, which was  
25 endorsed by the Port Commission in 2010; and

1           WHEREAS, The Port has thus far committed \$36.6 million to the Project, and  
2 estimates that approximately \$6.122 million is required to fund the remaining components of  
3 work; and

4           WHEREAS, San Francisco Parks Alliance (SFPA) and the Port have negotiated a  
5 Memorandum of Understanding (the “MOU”) under which they will partner on a Crane Cove  
6 Park Fundraising Campaign to raise private funds and in-kind contributions over the next five  
7 to eight years to complete remaining Project components including the children’s playground,  
8 dog run, and restoring the two historic crane tops, all on terms as described in the MOU; and

9           WHEREAS, SFPA intends to provide such private support in the form of cash and in-  
10 kind contributions with a total value of up to \$7 million; and

11           WHEREAS, Pursuant to the MOU, each specific gift and grant will be governed by a  
12 specific separate grant agreement subject to approval by the Port Commission; and

13           WHEREAS, The Port proposes to maximize use of available grant funds on project  
14 expenditures by not including indirect costs in the grant budget; and

15           WHEREAS, On November 12, 2019, the Port Commission voted, by Resolution  
16 No. 19-45, to approve the MOU and authorize Port staff to seek Board of Supervisors’  
17 approval of the MOU and to accept and expend grant funds and in-kind contributions made in  
18 connection with the Crane Cove Park Fundraising Campaign; and

19           WHEREAS, Since the Port Commission Approval further budget refinements were  
20 made and therefore the fundraising goal has increased to \$7 million; the Port Commission will  
21 approve any increased amounts raised through approval of each grant agreement; and

22           WHEREAS, On September 24, 2020, the Office of the Controller conducted a Public  
23 Integrity Review to examine gifts made to departments through non-city organizations; the  
24 preliminary assessment resulted in several recommendations, one of which was to require  
25 departments and non-city organizations to formalize their relationships through

1 Memorandums of Understanding that are posted to department websites and include: a.) A  
2 requirement to adhere to city law on the acceptance of gifts, including the Administrative  
3 Code, Section 10.100-305, or other sections that apply to the department. b) an agreement to  
4 comply with the Sunshine Ordinance, Section 67.29-6. c) a clause granting the Controller  
5 audit authority and access to the organization's records. d) regular public reporting on these  
6 funds to occur not less than annually, at the donor or payee recipient level, and posted on the  
7 recipient department's website. e) a requirement to report donations, including grants, on the  
8 organization's website. f) clearly defined roles regarding expenditures, including prohibitions  
9 against spending directed or controlled by the recipient; and

10 WHEREAS, Requirements outlined in the Public Integrity Report have been  
11 incorporated into the MOU; now, therefore, be it

12 RESOLVED, That the Board of Supervisors approves the MOU pursuant to Charter,  
13 Section 9.118, and authorizes the Executive Director of the Port to accept and expend up to a  
14 total value of \$7 million in grant funds, in-kind contributions and other donations from the San  
15 Francisco Park Alliance from the Crane Cove Park Fundraising Campaign to fund the  
16 completion certain project components of Crane Cove Park over the next five to eight years  
17 subject to the terms and conditions of specific grant agreements approved by the Port  
18 Commission; and, be it

19 FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of  
20 indirect costs in the grant budget; and, be it

21 FURTHER RESOLVED, That the Board of Supervisors authorizes the Port Executive  
22 Director to enter into any modifications to the MOU and to execute such other agreements  
23 related thereto including specific grant agreements approved by the Port Commission that the  
24 Port Executive Director determines, in consultation with the City Attorney, are in the best  
25 interests of the City, do not materially increase the obligations or liabilities of the City, are

1 necessary or advisable to effectuate the purposes of this Resolution, and are in compliance  
2 with all applicable laws, including the City's Charter; and, be it

3 FURTHER RESOLVED, That within thirty (30) days of the MOU being fully executed by  
4 all parties, the Port shall provide the final MOU to the Clerk of the Board for inclusion into the  
5 official file.

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9 Recommended:

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12 /s/  
13 Executive Director, Port of San Francisco

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16 Approved:

Approved:

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20 /s/  
21 Mayor

/s/  
Controller

22 *Approved as to MOU Audit and Financial Reporting*  
23 *Inclusion and Accept and Expend Provisions*

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