

File No. 220291

Committee Item No. 7

Board Item No. 8

# COMMITTEE/BOARD OF SUPERVISORS

## AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date May 18, 2022

Board of Supervisors Meeting Date May 24, 2022

### Cmte Board

- |                                     |                                     |  |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/>            | <input type="checkbox"/>            | Motion                                       |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution                                   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Ordinance                                    |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Legislative Digest                           |
| <input 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)

- |                                     |                                     |   |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Rec and Park Commission Resolution No. 2112-006 12/16/2021</u> |
| <input type="checkbox"/>            | <input type="checkbox"/>            | _____   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | _____   |
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Completed by: Brent Jalipa Date May 12, 2022

Completed by: Brent Jalipa Date May 20, 2022

1 [Accept and Expend Grant - Retroactive - California Department of Parks and Recreation -  
2 Buchanan Mall Project - \$4,800,000]

3 **Resolution retroactively authorizing the Recreation and Park Department to accept and**  
4 **expend grant funding in the amount of \$4,800,000 from the California Department of**  
5 **Parks and Recreation for the Buchanan Mall; approving the grant contract for the**  
6 **period of July 1, 2021, through June 30, 2024; and to authorize the Recreation and Park**  
7 **Department to enter into amendments or modifications to the Grant Contract and to**  
8 **execute further agreements that do not materially increase the obligations or liabilities**  
9 **of the City and are necessary to effectuate the purposes of the Project or this**  
10 **Resolution.**

11  
12 WHEREAS, The City, through Recreation and Park Department ("RPD"), operates and  
13 maintains Buchanan Street Mall ("the Property"), a five-block pedestrian mall between Eddy  
14 Street and Grove Street that includes five consecutive blocks of green space, three  
15 playgrounds, a half basketball court, and asphalt paths; and

16 WHEREAS, The RPD worked closely with the Trust for Public Land (TPL), Citizen Film,  
17 Green Streets, The Exploratorium, and the community to develop the Buchanan Mall Vision  
18 Statement and to implement a temporary activation project on the Property; and

19 WHEREAS, Throughout this planning process, RPD, TPL and other project partners  
20 have been actively seeking grant funding for park improvements consistent with the Buchanan  
21 Mall Vision; and

22 WHEREAS, The California State Legislature appropriated funding in the amount of  
23 \$4,800,000 to the McAllister to Fulton Block of the Buchanan Mall Project in the City and  
24 County of San Francisco; and

1           WHEREAS, The California Department of Parks and Recreation (“Department”) has  
2           been delegated the responsibility by the Legislature for the administration of the funding  
3           through a Specified Grant (“Grant”); and

4           WHEREAS, Said procedures established by the Department require the applicant’s  
5           Governing Body enter into a Grant Contract; and

6           WHEREAS, The Grant Contract is effective from July 1, 2021, through June 30, 2024;  
7           and

8           WHEREAS, December 16, 2021, the San Francisco Recreation and Park Commission  
9           adopted Resolution No. 2112-006 approving the Recreation and Park Department’s (“RPD’s”)  
10          application for Specified Grant funds, authorizing the RPD General Manager to negotiate  
11          agreements with the State concerning the administration of the grant, and recommending that  
12          the Board of Supervisors approve the grant contract and authorize RPD to accept and expend  
13          the grant; and

14          WHEREAS, As a condition of receiving the Grant, RPD is required to agree to the  
15          terms of the attached Grant Contract substantially in the form as the draft contract which is on  
16          file with the Clerk of the Board under File No. 220291 and which is hereby declared to be part  
17          of this Resolution as if set forth fully herein; and

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

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

21          RESOLVED, That the Board of Supervisors retroactively authorizes the Recreation and  
22          Park Department to accept and expend the grant; and, be it

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

25

1 FURTHER RESOLVED, That the Board of Supervisors approves the Grant Contract  
2 for the period of July 1, 2021, through June 30, 2024; and, be it

3 FURTHER RESOLVED, That the Board of Supervisors authorizes the RPD General  
4 Manager to enter into any modifications and amendments to the Grant Contract, including to  
5 any of its exhibits, and authorizes the RPD General Manager to execute further agreements  
6 related to the Project, that the RPD General Manager determines, in consultation with the City  
7 Attorney, are in the best interests of the City and do not materially increase the obligations or  
8 liabilities of the City, are necessary or advisable to effectuate the purposes of the Project or  
9 this Resolution, and are in compliance with all applicable laws, including the City's Charter;  
10 and, be it

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

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Recommended:

Approved: \_\_\_\_\_ /s/ \_\_\_\_\_

Mayor

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

Department Head

Approved: \_\_\_\_\_ /s/ \_\_\_\_\_

Controller

**File Number:** 220291  
(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: Specified Grant for Buchanan Street Mall (McAllister – Fulton block)

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: \$4,800,000

6a. Matching Funds Required: No

b. Source(s) of matching funds (if applicable): Not Applicable

7a. Grant Source Agency: California State Parks Department

b. Grant Pass-Through Agency (if applicable): N/A

8. Proposed Grant Project Summary: Buchanan Street Mall Renovation Project

Support the design and construction of the McAllister – Fulton block of Buchanan Street Mall, to be delivered with Phase 1 of construction, which also includes the Eddy – Turk and Turk – Golden Gate blocks, as well as work in the adjacent right of way. Project goals includes safety, lighting, and beautification; connecting all blocks and unifying the community; telling the story of the community and neighborhood; social interaction and multi-generational recreation; and skills training and jobs creation. In addition to new lighting, landscaping, and a featured segment of the Memory Walk (which will eventually weave through the entire park), the McAllister – Fulton block contains a program garden, a small storage area, a stage, a large lawn, and a small plaza with seating and artwork.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: July 1, 2021 End-Date: June 30, 2024

10a. Amount budgeted for contractual services: \$3,600,000

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 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 cost identified in the grant budget. Project Status reports required every six-months.

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

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

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

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

Arfaraz Khambatta

(Name)

Disability Access Coordinator, San Francisco Public Works

(Title)

Date Reviewed: 2/18/2022

DocuSigned by:



(Signature Required)

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

Philip A. Ginsburg

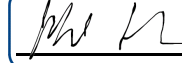
(Name)

General Manager, Recreation and Park Department

(Title)

Date Reviewed: 2/18/2022

DocuSigned by:



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State of California • Natural Resources Agency

Gavin Newsom, *Governor*

DEPARTMENT OF PARKS AND RECREATION  
P.O. Box 942896 • Sacramento, CA 94296-0001  
(916) 653-7423

Armando Quintero, *Director*

February 11, 2022

Toni Moran  
Senior Admin Analyst  
City & County of San Francisco RPD  
49 South Van Ness  
Suite 1220  
San Francisco, CA 94103

Re: Project Name: Buchanan Mall Project  
Program Name: General Fund  
Specified Grants  
Project Number: SG-38-030  
Contract Number: C5054032

Dear Toni Moran:

Enclosed is a contract for the above-referenced project. Please sign and return it within 30 days. We will send you a copy after it is signed by the State. Please remember that your project must comply with all applicable state and federal laws and regulations including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and the laws and codes pertaining to individuals with disabilities.

If you have any questions, please contact me at (916) 204-7741 or email me at [Anne.Davigeadono@parks.ca.gov](mailto:Anne.Davigeadono@parks.ca.gov).

Sincerely,

Anne Davigeadono  
Project Officer

Enclosure(s)



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, 2021 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 01, 2021 through June 30, 2024

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 **\$4,800,000.00**

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 \_\_\_\_\_  
 Typed or printed name of Authorized Representative

By \_\_\_\_\_

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

Address \_\_\_\_\_

Title General Manager

Date \_\_\_\_\_

Date \_\_\_\_\_

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

CONTRACT NO C5054032	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000007690			PROJECT NO. SG-38-030
AMOUNT ENCUMBERED BY THIS DOCUMENT \$4,800,000.00		FUND. General Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM 3790-101-0001	CHAPTER 21	STATUTE 21	FISCAL YEAR 2021/22
TOTAL AMOUNT ENCUMBERED TO DATE \$ 4,800,000.00		Reporting Structured. 37900091	Account/Alt Account. 5432000-5432000000	ACTIVITY CODE 60058	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 \$4,800,000, subject to the terms and conditions of this AGREEMENT and the 2021/22 California State Budget, Chapter 21, statutes of 2021, 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, 2021 to June 30, 2024.

## **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 Buchanan Mall Project 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.

City & County of San Francisco  
GRANTEE

By: \_\_\_\_\_  
Signature of Authorized Representative

Title: \_\_\_\_\_

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 2112-006**

**APPROVING APPLICATION FOR SPECIFIED GRANT FUNDS FOR  
BUCHANAN STREET MALL PROJECT**

**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

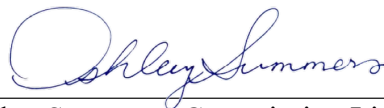
**RESOLVED** that the Recreation and Park Commission hereby:

1. Approves the filing of project application(s) for specified grant project(s); 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 project; and
3. Certifies that the applicant has or will provide sufficient funds to operate and maintain the project(s); and
4. Certifies that the applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in this Procedural Guide; and
5. Delegates the authority to the General Manager, or 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 scope(s); and
6. 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 16, 2021.

A handwritten signature in blue ink that reads "Ashley Summers". The signature is written in a cursive style with a large initial 'A'.

---

Ashley Summers, Commission Liaison

: Specified Grant for Buchanan Street Mall (McAllister – Fulton block)

<b>Project Budget</b>		<b>Funding Sources</b>	
Construction Hard Costs,	\$3,600,000	2021 State Budget (Sen. Wiener secured)	\$4,800,000
Unforeseen Conditions, Contingency	\$360,000		
Soft Costs	\$840,000		
<b>Total Project Budget</b>	<b>\$4,800,000</b>	<b>Total Funding Sources</b>	<b>\$4,800,000</b>



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:** February 11, 2022

**SUBJECT:** Contract for Subject Grant

**GRANT TITLE:** Specified Grant – Buchanan Mall Project

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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
- Recreation and Park Commission Resolution
- Grant Agreement

**Special Timeline Requirements:** Approval needed March 2022.

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

Name: Toni Moran

Phone: 415 794-8173

Interoffice Mail Address:

Certified copy required Yes

No

(Note: certified copies have the seal of the City/County affixed and are occasionally required by funding agencies. In most cases ordinary copies without the seal are sufficient).