

1 [Accept and Expend Grant - Mansell Corridor Project - \$848,059]

2
3 **Resolution retroactively authorizing the Recreation and Park Department to accept and**
4 **expend an Urban Greening for Sustainable Communities Grant in the amount of**
5 **\$848,059 from the California Natural Resources Agency for the Mansell Corridor Project**
6 **in McLaren Park for the period of February 1, 2015, through May 1, 2017.**

7
8 WHEREAS, The City and County of San Francisco ("the City") owns Assessor's Parcel
9 Block 6003, Lot 034, Block 6096 Lot 001, Block 6189, Lot 034, Block 6190, Lot 066 and Block
10 6220, Lot 002 known as "McLaren Park"; and

11 WHEREAS, The City, through the San Francisco Recreation and Park Department
12 ("RPD") is responsible for operating and maintaining these properties; and

13 WHEREAS, The California Natural Resources Agency's Strategic Growth Council is
14 responsible for administration of the Urban Greening for Sustainable Communities Grant
15 Program funded by the Safe Drinking Water, Water Quality and Supply, Flood Control, River
16 and Coastal Protection Bond Act of 2006 (Proposition 84); and

17 WHEREAS, The Strategic Growth Council has awarded the City a grant in the amount
18 of \$848,059 ("Grant") for Mansell Corridor Improvement Project; and

19 WHEREAS, The terms and conditions of the Grant is detailed in the Agreement on file
20 at the Clerk of the Board of Supervisors in File No. which is hereby declared to be
21 part of this resolution as set forth fully herein; and

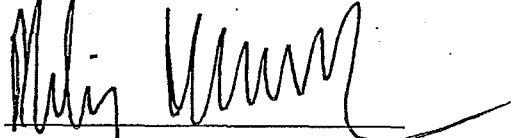
22 WHEREAS, The Grant terms prohibit including indirect costs in the grant budget; and

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

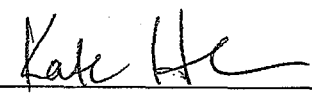
1 RESOLVED, That the Board of Supervisors hereby waives inclusion of indirect costs
2 as part of this Grant budget; and, be it

3 FURTHER RESOLVED, That the Board of Supervisors authorizes the Recreation and
4 Park Department to accept and expend an Urban Greening for Sustainable Communities
5 Grant in the amount of \$848,059 for the Mansell Corridor Improvement Project in McLaren
6 Park.

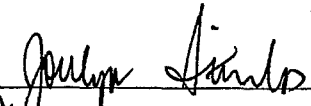
7
8 Recommended:

9 
10 _____

11 General Manager

Approved: 

for Mayor

Approved: 

for Controller



Edwin M. Lee, 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 23, 2015

SUBJECT: Accept and Expend Grant

GRANT TITLE: Urban Greening for Sustainable Communities Project Grant –
Mansell Corridor Improvement Project

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
- Project Budget Information
- Grant Agreement
- Grant Application Form

Special Timeline Requirements: Mansell Corridor Project will be advertised for construction in April 2015 and grant funding needs to be appropriated prior to advertising.

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

Name: Toni Moran Phone: 415 581-2555

Interoffice Mail Address: toni.moran@sfgov.org

Certified copy required Yes No

File Number: _____
(Provided by Clerk of Board of Supervisors)

Grant Resolution Information Form
(Effective July 2011)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: Urban Greening for Sustainable Communities

2. Department: Recreation and Park Department

3. Contact Person: Toni Moran Telephone: 415 581-2555

4. Grant Approval Status (check one):

Approved by funding agency

Not yet approved

5. Amount of Grant Funding Approved or Applied for: \$848,059

6a. Matching Funds Required: \$ None

b. Source(s) of matching funds (if applicable):

7a. Grant Source Agency: California Natural Resources Agency

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

8. Proposed Grant Project Summary:

The grant will be landscaping and low impact development features associated with Mansell Corridor Improvement Project.

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

Start-Date: February 1, 2015

End-Date: May 1, 2017

10a. Amount budgeted for contractual services: \$848,059

b. Will contractual services be put out to bid? Yes

c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements? Yes

d. Is this likely to be a one-time or ongoing request for contracting out? One-time

11a. Does the budget include indirect costs?

Yes

No

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

b2. How was the amount calculated? N/A

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

Not allowed by granting agency

To maximize use of grant funds on direct services

Other (please explain):

c2. If no indirect costs are included, what would have been the indirect costs? The grant funds material cost only and there are not indirect cost incurred on material purchases.

2. Any other significant grant requirements or comments: Project must comply with Labor Code Section 1771.8 regarding the payment of prevailing wages and the labor compliance program as outlined in the Labor Code Section 1771.5(b)

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

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

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

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

Comments: Project has been reviewed at 30%, 60% and 90% phases by Public Works Accessibility Coordinator. Accessibility Coordinator will make one final review at 100% design and sign off on project before advertisement. At substantial construction completion, Public Works Accessibility Coordinator will inspect the project for compliance with plans. If any deficiencies are noted at inspection they will corrected prior to final construction completion.

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

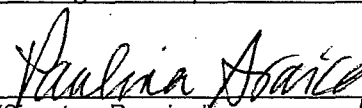
Paulina Araica,

(Name)

ADA Compliance Coordinator, Recreation and Park Department, Planning and Capital Division

(Title)

Date Reviewed: February 9, 2015


(Signature Required)

Department Head or Designee Approval of Grant Information Form:

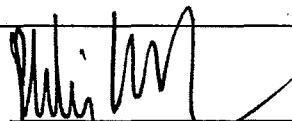
Philip A. Ginsburg

(Name)

General Manager, Recreation and Park Department

(Title)

Date Reviewed: February 9, 2015


(Signature Required)

**Mansell Corridor Project
Urban Greening Grant Accept and Expend Legislation**

ject Budget and Funding Sources

Construction Hard Cost	\$4,283,018
Construction Contingency	\$428,302
Force Account	\$264,563
Construction Allowances	\$738,970
Project Budget	\$5,714,853

Funding Sources

2012 CSNP Bond - McLaren Park	\$395,378
Urban Greening Grant	\$848,059
OBAG	\$1,542,878
Prop AA	2495544
Prop K	401,809
2008 CSNPB Forestry	31,185
	\$5,714,853



February 11, 2015

Phillip A. Ginsburg
San Francisco Recreation and Park Department
30 Van Ness Avenue, 5th floor
San Francisco, CA 94102

Re: Proposition 84 – Urban Greening for Sustainable Communities Grant Program
Mansell Corridor Improvement

Dear Mr. Ginsburg:

Congratulations on receiving the Urban Greening Project Grant funding. Enclosed are four (4) copies of Grant Agreement number U59312-0 in an amount not to exceed \$848,059.00 for the Mansell Corridor Improvement Project. Please sign and date all four copies of the Grant Agreement (Agreement) cover sheet, and return the Agreements to the Natural Resources Agency as soon as possible for further processing.

In addition, please send a completed Payee Data Record (STD 204) with the four copies of the Agreement so that Accounting can make sure your mailing address is entered and current in the State's payment system.

As soon as the Agreement is fully executed and the funds are encumbered, we will forward a copy of the Agreement for your records.

We have also enclosed the following documents for your review and reference:

- Payment Request Form
- Sample Cost Estimate/Payment Tracking Spreadsheet
- Itemized List of Project Expenditures
- Grantee Labor Costs and Equipment Costs Forms
- Certification Form for Development Projects
- Summary of Expenditures from All Project Funding Sources
- Documents Required for the Department of Finance (DOF) Audit
- Memorandum of Unrecorded Grant Agreement (MOUGA)

Please note that the MOUGA, along with the legal description of the real property, must be completed and recorded with the County Recorder prior to the release of final funds

Please distribute copies of the above documents within your organization as appropriate.

Should you have any questions, please do not hesitate to contact Carol Carter at (916) 651-7588 or via email Carol.Carter@resources.ca.gov.

Sincerely,

Bryan Cash, Deputy Assistant Secretary
Bonds and Grants

Enclosures

1416 Ninth Street, Suite 1311, Sacramento, CA 95814 Ph. 916.653.5656 Fax. 916.653.8102 <http://resources.ca.gov>



**State of California
Natural Resources Agency - GRANT AGREEMENT**

GRANTEE NAME: City and County of San Francisco Recreation and Parks Department
PROJECT TITLE: Mansell Corridor Improvement Project
AUTHORITY: Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006 (Prop 84)
PROGRAM: Urban Greening Project Grant Program
AGREEMENT NUMBER: U59312-0
TERM OF LAND TENURE: February 1, 2015 to February 1, 2035
PROJECT PERFORMANCE PERIOD IS: February 1, 2015 to March 31, 2017

Under the terms and conditions of this agreement, the grantee agrees to complete the project as described in the project scope described in Exhibit A, and any subsequent amendments, and the State of California, acting through the Resources Agency pursuant to the California Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006, agrees to fund the project up to the total state grant amount indicated.

PROJECT DESCRIPTION:

See project description on page 1 and Exhibit A of the Agreement

Total State Grant not to exceed **\$848,059** (or project costs, whichever is less)

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

**CITY AND COUNTY OF SAN FRANCISCO
RECREATION AND PARKS DEPARTMENT**

**STATE OF CALIFORNIA
NATURAL RESOURCES AGENCY**

By _____ Philip A. Ginsburg Title General Manager Date _____	By _____ Bryan Cash Title Deputy Assistant Secretary Date _____
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CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING	AGREEMENT NUMBER	FUND			
\$848,059	U59312-0	6051 - Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006 (Prop 84)			
ADJ. INCREASING ENCUMBRANCE	APPROPRIATION				
\$	0540-6051-001-2012-101				
ADJ. DECREASING ENCUMBRANCE	FUNCTION				
\$	Local Assistance				
UNENCUMBERED BALANCE	LINE ITEM ALLOTMENT	CHAPTER	STATUTE	FISCAL YEAR	
\$	0540-6051-101	21/29	2012	12/13	
T.B.A. NO.	B.R. NO.	INDEX	OBJ. EXPEND	PCA	PROJECT NUMBER
		0540	751	30593	U59312

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance

SIGNATURE OF ACCOUNTING OFFICER

DATE

GRANT AGREEMENT
State of California - The Natural Resources Agency

Grantee Name: San Francisco Recreation and Parks Department
Project Title: Mansell Corridor Improvement
Agreement Number: U59312-0
Authority: Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 -- Proposition 84
Program: Urban Greening for Sustainable Communities Grant Program

PROJECT DESCRIPTION

Eliminating two lanes of traffic through an existing park to create a greenway with amenities for walking and cycling. The project includes native plantings and bioswales to help retain water on site and reduce non-point source pollution.

A detailed Project Scope and activities, project schedule and Project Budget are described and attached hereto as Exhibit A.

Grant Funds are to be used to preserve, enhance, increase or establish community green areas such as urban forest, open spaces, wetlands and community spaces (e.g., community gardens), in accordance with the provisions contained in the Urban Greening for Sustainable Communities Grant Program and this Agreement.

TERMS AND CONDITIONS OF GRANT

Special Provisions

1. Recipients of Grant Funds shall post signs acknowledging the source of the funds pursuant to the California Urban Greening for Sustainable Communities Grant Program Grant Guidelines and Application (Application Guidelines). Size, location and number of signs shall be determined by the State. Required signage must be in place before Grant Funds for construction will be released.
2. As conditions precedent to the State's obligation to make any construction funding available pursuant to this Agreement, Grantee shall first provide evidence of compliance with CEQA and NEPA by 2/1/2016.
3. Upon completion of detailed Project design, plans and specifications, Grantee shall provide to the State for review and approval a revised detailed Project Budget, Project Scope and detailed site plan. If Project includes habitat restoration or landscaping, Grantee shall provide a planting palette demonstrating how native, low-water, drought-resistant vegetation will be used in the Project. Approval by the State of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope and quality of work and shall not relieve Grantee of the obligation to construct and maintain the facilities, or carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.

General Provisions

A. Definitions

1. The term "Act" means Proposition 84, Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 .
2. The term "Acquisition" means obtaining a fee interest or any other interest, including easement, leases, and development rights.
3. The term "Agreement" means this Grant Agreement.
4. The term "Application" means the individual application form, its required attachments for grants pursuant to the enabling legislation and/or program and any applicable materials supplied by applicant to the Natural Resources Agency prior to award.
5. The term "Application Guidelines" means the California Urban Greening for Sustainable Communities Grant Program Grant Guidelines and Application.
6. The term "Development" means improvement, rehabilitation, restoration, enhancement, preservation, protection and interpretation or other similar activities.
7. The term "Fair Market Value" means the value placed upon the property as supported by an appraisal that has been reviewed and approved by the California Department of General Services (DGS).
8. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this Agreement.
9. The term "Grant Agreement" means a contractual arrangement between the State and grantee specifying the payment of funds by the State for the performance of specific Urban Greening Project objectives within a specific project performance period by the grantee.
10. The term "Grantee" means an applicant who has a signed agreement for Grant Funds.
11. The term "Interpretation" means visitor-serving amenities that communicate the significance and value of natural, historical and cultural resources in a manner that increases the understanding and enjoyment of these resources, or other similar activities.
12. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used to complete the urban greening project beyond the Grant Funds provided by this Agreement.
13. The term "Payment Request Form" means Form RA212.
14. The term "Project" means the Acquisition or Development activity described in the application as modified by Exhibit A to be accomplished with Grant Funds.
15. The term "Project Budget" means the State approved cost estimate included as Exhibit A to this Agreement.
16. The term "Project Scope" means the description or activity for work to be accomplished by the Urban Greening Project.

17. The term "State" means the Secretary for Natural Resources or his/her representatives, or other political subdivision of the State.

B. Project Execution

1. Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of Project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement.
2. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.
3. Grantee shall complete the Project in accordance with the Project Performance Period set forth on the signature page, unless an extension has been formally granted by the State and under the Terms and Conditions of this Agreement. Extensions may be requested in advance and will be considered by State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond May 1, 2017.
4. Grantee shall at all times ensure that Project complies with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13, commencing with section 21000, et seq., Cal Code Regs tit. 14, section 15000 et seq.) and all other environmental laws, including but not limited to obtaining all necessary permits. Grant Funds will not be disbursed before the close of the period for legal challenge under CEQA.

Grant Funds for planning and document preparation may be available sooner if included in the grant Project Scope (Exhibit A) and approved by the State. CEQA compliance shall be completed within one (1) year from the Grant Agreement start date, unless an extension is granted by the State.

Changes to the scope resulting from CEQA compliance are permitted provided the State determines that the project continues to meet all objectives of the Urban Greening for Sustainable Communities Grant Program and is consistent with the intent cited in the original Application.

If a grantee's project is disapproved on grounds related to the Natural Resource Agency's CEQA determination, the grantee shall have the option of either: (1) reimbursing the Natural Resources Agency for all State-reimbursed preliminary costs (e.g., planning, design, etc.), or (2) relinquishing any planning/design documents, including all copies, reproductions, and variations resulting from said funding, without a license to use or otherwise retain in any form.

5. Projects must comply with Labor Code Section 1771.8 regarding the payment of prevailing wages and the labor compliance program as outlined in the Labor Code Section 1771.5 (b).
6. Grantee certifies that the Project does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee certifies that, prior to commencement of construction, all applicable permits and licenses (e.g., state contractor's license) will have been obtained.
7. Grantee shall provide access by the State upon 24 hours notice to determine if Project work is in accordance with the approved Project Scope, including a final inspection upon Project completion.

8. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original Project Scope per Exhibit A and the Application. Changes in Project Scope must continue to meet the need cited in the original application or they will not be approved. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. Any modification or alteration in the Project must also comply with all current laws and regulations, including but not limited to CEQA.
9. Grantee shall provide for public access and/or educational features where feasible.
10. Grantee must have (1) fee title, (2) leasehold, or (3) other interest to Project lands and demonstrate to the satisfaction of the State that the proposed Project will provide public benefits that are commensurate with the type and duration of the interest in land. Any acquisition of Project lands by Grantee following award shall not involve eminent domain proceedings or threat of eminent domain proceedings.
11. Grantee shall promptly provide photographs of the site during and after implementation of Project at the request of the State.

C. Project Costs

1. Any Grant Funds provided to Grantee under this Agreement will be disbursed for eligible costs, on a reimbursement basis, as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:
 - a. Approved direct management costs or construction and Development costs. Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the Project.
 - b. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, upon completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State.
2. Payment Documentation:
 - a. All payment requests must be submitted using a completed Payment Request Form. This form must be accompanied by an itemized list of all expenditures that clearly documents the check numbers, dates, recipients, line-item description as described in the Project Budget approved by the State and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made.
 - b. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.
3. Grant Funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.

4. Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Exhibit A approved by the State. The total dollars of a category in the Project Budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by the State. However, the Grantee shall notify the State in writing when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved by the State. In any event, the total amount of the Grant Funds may not be increased, nor may any adjustments exceed the limits for management costs as described in the Application Guidelines.

D. Project Administration

1. Grantee shall promptly provide Project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final Project expenditures with the final payment request and required closing documents.
2. Grantee shall make property and facilities acquired or developed pursuant to this Agreement available for inspection upon request by the State.
3. Grantee shall use any income earned by the Grantee from use of the Project to further Project purposes, or, if approved by the State, for related purposes within the jurisdiction.
4. Grantee shall submit all documentation for Project completion, including a notice of completion as applicable and final reimbursement within ninety (90) days of Project completion, but in no event any later than May 1, 2017.
5. Final payment is contingent upon State verification that Project is consistent with Project Scope as described in Exhibit A, together with any State approved amendments.
6. This Agreement may be amended by mutual agreement in writing between Grantee and State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.
7. Grantee must report to the State all sources of other funds for the Project.

E. Project Termination

1. Prior to the completion of Project construction, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by Grantee which affects performance of this or any other grant agreement or contract entered into with the State.
2. If the State terminates without cause the Agreement prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
3. If the Grantee fails to complete the Project in accordance with this Agreement, or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall

be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the Project. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.

4. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of the State hereunder.
5. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
6. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is the preservation, enhancement or establishment of community green areas and spaces for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant Funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

F. Hold Harmless

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of State, its officers, agents and employees.
2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Project, including Development, construction, operation or maintenance of the property described in the Project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.
3. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and 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.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents and records for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents and records for three (3) years after final payment and one (1) year following an audit.

2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.
3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

H. Use of Facilities

1. The real property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting through the Natural Resources Agency, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained.
2. Grantee shall maintain, operate and use the Project in fulfillment of the purpose funded pursuant to this Grant for a minimum of **20 YEARS**, consistent with the Land Tenure/Site Control requirements included in the Application Guidelines. The Grantee, or the Grantee's successor in interest in the property, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the Project improvements and render the Project obsolete or impracticable to rebuild.
3. Grantee shall use the property for the purposes for which the Grant was made and shall make no other use or sale or other disposition of the property. This Agreement shall not prevent the transfer of the property from the Grantee to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.
4. If the use of the property is changed to a use that is not permitted by the Agreement, or if the property is sold or otherwise disposed of, at the State's sole discretion, an amount equal to (1) the amount of the Grant (2) the Fair Market Value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State. If the property sold or otherwise disposed of is less than the entire interest in the property funded in the Grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the Fair Market Value of the interest sold or otherwise disposed of, whichever is greater, shall be reimbursed to the State.
5. The Grantee shall not use or allow the use of any portion of the real property for mitigation without the written permission of the State.
6. The Grantee shall not use or allow the use of any portion of the real property as security for any debt.

I. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave in the use of any property or facility acquired or developed pursuant to this Agreement.

2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. The completed Project and all related facilities shall be open to members of the public generally, except as noted under the special provisions of this Agreement or under provisions of the Act.

J. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

K. Severability

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

L. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different or subsequent breach by either party.

M. Assignment

Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

N. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Agency Grants Administrator. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Assistant Secretary for Bonds and Grants for the Natural Resources Agency. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Assistant Secretary shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Assistant Secretary's decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.
2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Assistant Secretary. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy

Assistant Secretary's written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.

O. Audit Requirements

Urban Greening projects are subject to audit by the State annually and for three (3) years following the final payment of Grant Funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the Grant Funds were granted.

EXHIBIT A

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT

Urban Greening for Sustainable Communities Grant Program
Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act
of 2006 (Proposition 84)

Grantee Name: City and County of San Francisco Recreation and Parks Department

Project Title: Mansell Corridor Improvement Project

Agreement Number: U59312-0

Project Scope: Redesign of a vehicular street within McLaren Park from 4 lanes to 2 lanes and creation of dedicated bike and pedestrian lanes with low impact development features including permeable pathways, native, drought tolerant plantings and bioswales to help retain water on site and reduce non-point source pollution. Grant funded project elements include:

- Removal of approximately 31,000 square feet of asphalt/concrete paving;
- Clearing and grubbing of approximately 59,000 square feet;
- Rough grading of approximately 10,000 square feet; and
- Installation of approximately:
 - o 18,000 square feet of porous asphalt for pedestrian/jogging pathway(s);
 - o 40 check dams;
 - o 11,000 (4" container) native, drought tolerant bioswale plantings;
 - o 412 (1 gallon) native, drought tolerant plantings at entry area;
 - o 700 cubic yards of top soil;
 - o 75,000 square feet of hydro seed;
 - o 71 native, drought tolerant, 15 gallon trees;
 - o 1,000 square feet of weed barrier fabric and organic mulch; and
 - o 4 bike racks and 4 benches.

The entire project area is accessible to the public from dawn-to-dusk via Mansell, Persia, Visitacion, and Sunnydale streets.

Project Schedule:

Activity Description	Timeline
Preliminary work on the project	Completed
Submit CEQA/NEPA docs (include GHG and evidence that the lead agency notified tribe(s), if applicable.)	April 2015
Submit final site design/plans/specifications to State	April 2015
Submit evidence of bond acknowledgment signage	Summer 2015
Mobilization, begin construction, restoration, and/or other key activities.	Summer 2015
Submit Project Closeout package with final Payment Request to State	March 2017*

*Subject to reappropriation of Prop 84, 0540-101-6051, FY 12/13, Stats 2012, the performance period of the grant agreement may be extended beyond March 2017 if necessary.

Cost Estimate: (See Exhibit A1)

Exhibit A1

City and County of San Francisco Recreation and Parks Department - Mansell Corridor Improvement
Grant Agreement #U59312-0

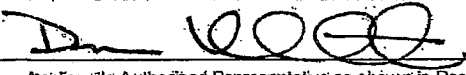
Urban Greening for Sustainable Communities Grant Program Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84)

Project Element	Total Project Cost	Urban Greening Grant	OBAG	Prop AA	Prop K	RPD Bond	Tree Removal Fund
1. New Paving and Paving Demolition	\$1,678,529	\$0	\$505,180	\$1,092,349	\$0	\$0	\$0
2. Landscape							
Remove Asphalt/Concrete paving and base	\$62,430	\$62,430	\$0	\$0	\$0	\$0	\$0
Clear and Grub	\$59,257	\$59,257	\$0	\$0	\$0	\$0	\$0
Rough Grading	\$20,000	\$20,000	\$0	\$0	\$0	\$0	\$0
Other Site Preparation (e.g. tree removal)	\$38,417	\$0	\$3,885	\$0	\$0	\$7,431	\$27,000
Hardcape (e.g. pavement, stairs, and handrails)	\$141,400	\$0	\$48,380	\$0	\$0	\$92,020	\$0
Porous Asphalt/Concrete	\$270,000	\$270,000	\$0	\$0	\$0	\$0	\$0
Amenities (bike racks and benches)	\$18,400	\$18,400	\$0	\$0	\$0	\$0	\$0
Safety Features (e.g. bollards and barriers)	\$63,820	\$0	\$22,288	\$0	\$8,508	\$35,024	\$0
Markers and Signs	\$41,000	\$0	\$14,318	\$0	\$0	\$26,682	\$0
Crotch Dents	\$10,000	\$10,000	\$0	\$0	\$0	\$0	\$0
Imported Topsoil	\$56,000	\$56,000	\$0	\$0	\$0	\$0	\$0
Blowable Planting: 4-inch Containers	\$164,250	\$164,250	\$0	\$0	\$0	\$0	\$0
Entry Planting: 1 Gallon Containers	\$12,360	\$12,360	\$0	\$0	\$0	\$0	\$0
Hydroseed Mix	\$74,966	\$74,966	\$0	\$0	\$0	\$0	\$0
15 Gallon Street Tree with Stake System	\$21,300	\$21,300	\$0	\$0	\$0	\$0	\$0
Weed Barrier Fabric at Entry Planting	\$1,000	\$1,000	\$0	\$0	\$0	\$0	\$0
Organic Mulch at Entry Planting	\$1,000	\$1,000	\$0	\$0	\$0	\$0	\$0
9-Month Long-Term Plant Establishment Work	\$91,784	\$0	\$32,046	\$0	\$59,738	\$0	\$0
Subtotal Task 2	\$1,147,364	\$770,983	\$122,018	\$0	\$65,228	\$181,157	\$27,000
3. Drainage	\$250,540	\$0	\$87,494	\$163,046	\$0	\$0	\$0
4. Lighting (EEL)	\$807,500	\$0	\$281,897	\$180,353	\$317,254	\$17,896	\$0
5. Miscellaneous (e.g. allowances, mobilization)	\$409,472	\$0	\$133,791	\$175,567	\$73,918	\$26,198	\$0
6. Construction Contingency	\$429,340	\$77,099	\$121,148	\$162,231	\$45,740	\$20,426	\$2,700
7. Force Account (e.g. art, striping, signage)	\$264,563	\$0	\$0	\$264,563	\$0	\$0	\$0
8. Construction Support	\$738,869	\$0	\$202,384	\$303,342	\$72,791	\$160,352	\$0
Grand Totals	\$6,728,177	\$848,089	\$1,535,012	\$2,352,451	\$675,927	\$385,028	\$29,700

Only direct project management costs are eligible; no overhead/indirect costs are reimbursable. In service payroll may not include a "billable rate" or administrative cost allocation.

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APPENDIX J - APPLICATION FORM - IF INVITED TO APPLY, complete and submit Application Form (will be posted on the SGG and Agency websites) ONLINE. Do NOT submit copies of Application Forms that were not submitted electronically – unless specifically told to do so by the Agency.

APPLICANT (Agency and address - including zip) City & County of San Francisco Recreation and Parks Dept. Planning & Capital Division 30 Van Ness Avenue, 5th Floor San Francisco, CA 94102 Applying for targeted Disadvantaged communities Grant		Grant Amount Requested: \$ 848,059 Estimated Date of Completion December 2017 Estimated Total Project Cost: \$6,445,342 (including State Grant, other funds and In-Kind donations)	
Check all that apply: Non-Profit <input type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> JPA <input type="checkbox"/> Special District <input type="checkbox"/>		County San Francisco	Nearest City to Project San Francisco
Project Name Mansell Corridor Improve. Project		Project Address Mansell & Persa Sts, McLaren Park Nearest Cross Street University & Dublin	
		Senate District No. 8	Assembly District No. 12
Applicant's Representative Authorized in Resolution Name: Philip A. Ginsburg Title: General Manager Phone: 415 831-2701 Email Address: phil.ginsburg@sfgov.org			
Person with Day to Day Responsibility for Project (if different from Authorized Representative) Name: Jacob Gilchrist Title: Project Manager Phone: 415 581-2561 Email Address: Jacob.Gilchrist@sfgov.org			
Brief Description of Project (Summarize major activities to be funded by this Grant) Greening of Mansell Corridor Including Demo & removal of 10,000 LF of road, replace with DG, Plant 150 Trees & create swales		Latitude 37°43'8.76"N	Longitude -122° 24' 59.9"W
		Coordinates Represent Rough Area of Center Coordinates Determined Using Topozone.com (See next page for instructions and choices)	
STATUTORY REQUIREMENTS - check all that apply to your project		Project Data: Please enter the quantity (to nearest 0.1 unit) on all the following measures that apply to your Project	
<input checked="" type="checkbox"/>	Uses Natural Systems' or Uses Systems that Mimic Natural Systems		
<input checked="" type="checkbox"/>	Creates, Enhances or Expands Community Green Spaces	Acres of Habitat to be Acquired	
		Acres of Green/Open Space to be Acquired	
Provides the Following Multiple Benefits		Acres Green Space to be Restored/Enhanced/Managed	
<input checked="" type="checkbox"/>	Decreases Air and Water Pollution	Acres of Habitat to be Created/Enhanced/Restored	
<input checked="" type="checkbox"/>	Reduces the Consumption of Natural Resources and Energy	Acres of Invasive Species to be Eradicated/Treated	
<input checked="" type="checkbox"/>	Increases the Reliability of Local Water Supplies	Acres of Wetland to be Created/Preserved	
<input checked="" type="checkbox"/>	Increases Adaptability to Climate Change	Acres Feet of Stormwater to be Captured	
<input checked="" type="checkbox"/>	List Other Multiple Benefits not identified above: Improve Mental Health, Increase Activity & Safe active Transport.	Acres of Park and/or Community Garden to be Created or Enhanced	
		Miles of Recreation Trail to be Created/Enhanced	
URBAN GREENING PRIORITIES		Metric Watt Hours (MWH) Usage to be Reduced	
<input checked="" type="checkbox"/>	Uses Interagency Cooperation and Integration	150	Trees to be planted
<input checked="" type="checkbox"/>	Uses Existing Public Lands and Facilitates Use of Public Resources and Investments, including Schools		Miligrams per Liter (Mg/L) of Pollutant Reduced
	Is Proposed by an Economically Disadvantaged Community		Other:
<input checked="" type="checkbox"/>	Improves Public Health		Other:
<input checked="" type="checkbox"/>	Is Innovative or Unique		Other:
<input checked="" type="checkbox"/>	Is Proposed by a Community Vulnerable to Climate Change		
I certify that the information contained in this project application, including required attachments, is complete and accurate.			
Signature: 		Date: October 15, 2013	
Applicant's Authorized Representative as shown in Resolution			
Print Name and Title: Dawn Kamalanathan, Director of Planning & Capital Program			

Print Form

Introduction Form

By a Member of the Board of Supervisors or the Mayor

Time stamp
or meeting date

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee.
An ordinance, resolution, motion, or charter amendment.
- 2. Request for next printed agenda without reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning "Supervisor [] inquires"
- 5. City Attorney request.
- 6. Call File No. [] from Committee.
- 7. Budget Analyst request (attach written motion).
- 8. Substitute Legislation File No. []
- 9. Request for Closed Session (attach written motion).
- 10. Board to Sit as A Committee of the Whole.
- 11. Question(s) submitted for Mayoral Appearance before the BOS on []

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission Youth Commission Ethics Commission
- Planning Commission Building Inspection Commission

Note: For the Imperative Agenda (a resolution not on the printed agenda), use a Imperative

Sponsor(s):

Avalos

Subject:

Accept and Expend Grant - Mansell Corridor Improvement Project - \$848,059

The text is listed below or attached:

Resolution authorizing the Recreation and Park Department to accept and expend an Urban Greening for Sustainable Communities Grant in the amount of \$848,059 from the California Natural Resources Agency for the Mansell Corridor Project in McLaren Park.

Signature of Sponsoring Supervisor: 

For Clerk's Use Only: