

File No. 160071

Committee Item No. 1

Board Item No. 12

### COMMITTEE/BOARD OF SUPERVISORS

#### AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date February 10, 2016

Board of Supervisors Meeting

Date February 23, 2016

#### 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 checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Introduction Form                            |
| <input type="checkbox"/>            | <input 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 checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Award Letter                                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Application                                  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Public Correspondence                        |

OTHER (Use back side if additional space is needed)

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Completed by: Linda Wong Date February 5, 2016

Completed by: Linda Wong Date February 17, 2016

1 [Accept and Expend Grant - State of California Department of Housing and Community  
2 Development - Housing-Related Parks Program Grant - \$2,686,325]

3 **Resolution retroactively authorizing the Recreation and Park Department to accept and**  
4 **expend a grant in the amount of \$2,686,325 from the State of California Department of**  
5 **Housing and Community Development to fund Housing Related Parks Projects identified**  
6 **in Exhibit A of the Grant Standard Agreement for the period of October 9, 2015, through**  
7 **June 30, 2017, and delegating authority to the General Manager of the Recreation and**  
8 **Park Department to reallocate funds among approved projects where necessary to**  
9 **maximize City recovery from the Grant during the eligible expenditure period.**

10  
11 WHEREAS; The State of California, Department of Housing and Community  
12 Development (Department) has issued a Notice of Funding Availability dated December 10,  
13 2014 (NOFA), under its Housing-Related Parks (HRP) Program; and

14 WHEREAS, On February 24, 2015, the Board of Supervisors adopted Resolution No.  
15 47-15 which authorized the City and County of San Francisco to apply for and submit to the  
16 Department the HRP Program Application Packet for the 2014 Designated Program Year  
17 HRP Program funds and authorized the General Manager of the Recreation and Park  
18 Department (RPD) or his or her designee to execute the Grant Agreement in the name of the  
19 City and County; and

20 WHEREAS, The San Francisco Recreation and Park Department on behalf of the City  
21 and County of San Francisco submitted a Grant Application that included a funding request  
22 for eleven park and community center projects that met the grant program's disadvantaged  
23 community and park deficient criteria; and

24 WHEREAS, On June 26, 2015, the Department approved a HRP Program funding  
25 allocation in the amount of \$2,686,325 to the City and County of San Francisco, subject to the

1 terms and conditions of the NOFA, Program Guidelines, Application Package, and Standard  
2 Agreement; and

3 WHEREAS, The Grant Agreement awards a total of \$2,686,325 with \$1,319,025  
4 allocated to complete the following RPD projects: 17th and Folsom Park, Balboa Pool  
5 Renovation, Geneva Community Garden, Hilltop Park, with \$1,167,300 allocated to complete  
6 the following Mayor's Office of Housing projects: Glide Foundation, Chinese Affirmative  
7 Action, Donaldina Cameron House, Mission Neighborhood Center, Portola Family  
8 Connections, and Women's Audio, and with \$200,000 allocated for the Planning Department  
9 to implement the Central Market Living Innovation Zone; and

10 WHEREAS, The Recreation and Park Department will serve as grant administrator on  
11 behalf of the City and, in accordance with the Board authorization provided in Resolution  
12 No. 47-15, has executed the State of California Standard Agreement, a copy which is on file  
13 with the Clerk of the Board of Supervisors in File No. 160071; and

14 WHEREAS, The Grant Performance Period commences on October 9, 2015, and ends  
15 on June 30, 2017; and

16 WHEREAS, The Grant does not require an Annual Salary Ordinance Amendment; and

17 WHEREAS, The Grant terms prohibit including indirect costs in the grant budget; now,  
18 therefore, be it

19 RESOLVED, That the Board of Supervisors authorizes the Recreation and Park  
20 Department to retroactively accept and expend a 2014 Housing Related Parks Program  
21 Grants from the State of California Department of Housing and Community Development in  
22 the amount of \$2,686,325 with \$1,319,025 to complete the following RPD projects: 17th and  
23 Folsom Park, Balboa Pool Renovation, Geneva Community Garden, Hilltop Park, with  
24 \$1,167,300 to complete the following Mayor's Office of Housing projects: Glide Foundation,  
25 Chinese Affirmative Action, Donaldina Cameron House, Mission Neighborhood Center,

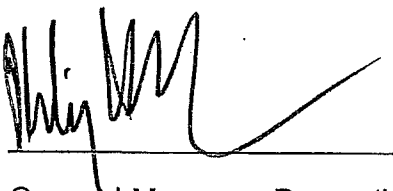
1 Portola Family Connections, and Women's Audio, and with \$200,000 for the Planning  
2 Department to implement the Central Market Living Innovation Zone; and, be it

3 FURTHER RESOLVED, That as required by the Grant Agreement, the City and County  
4 of San Francisco waives inclusion of indirect costs in the grant budget; and, be it

5 FURTHER RESOLVED, That the General Manager of the San Francisco Recreation  
6 and Park Department or his or her designee(s) is authorized to execute in the name of the  
7 Applicant the HRP Program Application Package and HRP Grant Documents as required by  
8 the Department for participation in the HRP Program; and, be it

9 FURTHER RESOLVED, That the Board of Supervisors delegates authority to the  
10 General Manager of the Recreation and Park Department to reallocate funds among  
11 approved projects where necessary to maximize City recovery from Grant during the eligible  
12 expenditure period.

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14  
15  
16 Recommended:

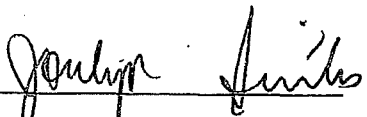
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20 General Manager, Recreation and Park Department  
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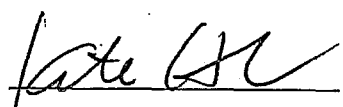
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Approved:

Approved:



Controller



Mayor



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:** January 6, 2016  
**SUBJECT:** Accept and Expend Grant  
**GRANT TITLE:** Housing Related Parks 2014 Designated Year

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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 Award Letter
- Grant Budgets
- Grant Agreement

Special Timeline Requirements: Need funding in place by February to award Geneva Community Garden Construction Contract.

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

Name: Toni Moran

Phone: 415 581-2555

Interoffice Mail Address: [toni.moran@sfgov.org](mailto: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:** Housing Related Parks Program Grant, Designated Program Year 2014
2. **Department:** San Francisco Recreation and Park Department in Partnership with the Mayor's Office of Housing, and the San Francisco Planning 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:** \$2,686,325
- 6a. **Matching Funds Required:** No, matching funds are not required  
b. **Source(s) of matching funds (if applicable):** N/A
- 7a. **Grant Source Agency:** State of California, Department of Housing and Community Development  
b. **Grant Pass-Through Agency (if applicable):** N/A

**8. Proposed Grant Project Summary:**

This grant will fund in part or in full the following park and community center projects: 1) 17<sup>th</sup> and Folsom Park, 2) Balboa Pool Renovation, 3) Geneva Community Garden, 4) Hilltop Park, 5) Glide Foundation, 6) Chinese for Affirmative Action, 7) Donalina Cameron House, 8) Mission Neighborhood Center, 9) Portola Family Connections, 10) Women's Audio Mission, 11) Central Market Living Innovation Zone, and 12) Joe DiMaggio Playground (alternate) .

**9. Grant Project Schedule, as allowed in approval documents, or as proposed:**  
Start-Date: October 9, 2015                      End-Date: September 30, 2017

**10a. Amount budgeted for contractual services:** \$2,686,325

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? Some of these projects are partially funded with Federal Funds; Federal law prohibits the use of geographic preferences. Hence these projects will not utilize the LBE program; however, the federal Section 3 program will permit hiring outreach to low income residents in the area.

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?

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? Not allowed by granting agency.

12. Any other significant grant requirements or comments: No more than four grant disbursement request will be allowed, and each disbursement must represent at least 25% of the total grant award. Grant funds must be request by April 30, 2017 and expended no later than June 2017, and final report due to the State by September 30, 2017. Advanced funds must be expended within 90 days of receipt. Annual reports are required 30 days after December 31<sup>st</sup> of each year during the term of the Agreement for as long as there are unexpended grant funds.

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

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

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

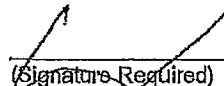
Carla Johnson

(Name)

Director, Mayor's Office on Disability

(Title)

Date Reviewed: 11/18/15

  
(Signature Required)

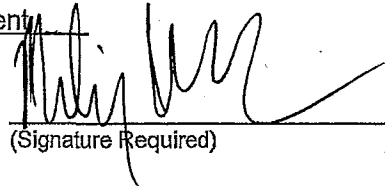


Department Head or Designee Approval of Grant Information Form:

Philip A. Ginsburg  
(Name)

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

Date Reviewed: 10/22/15

  
(Signature Required)

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
ADMINISTRATION AND MANAGEMENT DIVISION**

2020 W. El Camino Avenue, Suite 330, 95833  
P. O. Box 952050, Sacramento, CA 94252-2050  
(916) 263-6928 / FAX (916) 263-6917  
[www.hcd.ca.gov](http://www.hcd.ca.gov)



January 13, 2016

Toni Moran  
Environmental Specialist  
City of San Francisco  
30 Van Ness Ave., Third Floor, Suite 3000  
San Francisco, CA 94102

RE: Housing-Related Parks Program Contract No. **14-HRPP-10331**  
Request for Scope of Work Revision

Dear Ms. Moran:

One of the successes of the Housing Related Parks (HRP) Program is allowing local jurisdictions the flexibility to define what park-related capital projects are most needed in their community. As per your letter received January 12, 2016, the City of San Francisco is requesting modification to the referenced standard agreement to include upgrades at 17<sup>th</sup> and Folsom Park and Hilltop Park.

This letter confirms and approves your request to revise your eligible projects under Exhibit A of the standard agreement to incorporate the activity stated above. The proposed projects are eligible under the program guidelines, serving as an added community benefit and aligned with the goals of the HRP Program.

We look forward to continuing to work with you on the successful implementation of your HRP Program grant. If you have any other questions, please feel free to contact me either by telephone at (916) 263-7441 or via email at [fidel.herrera@hcd.ca.gov](mailto:fidel.herrera@hcd.ca.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "Fidel Herrera".

Fidel Herrera  
Program Representative

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
DIVISION OF HOUSING POLICY DEVELOPMENT**

20 W. El Camino, Suite 500  
Sacramento, CA 95833  
(916) 263-2911 / FAX (916) 263-7453  
[www.hcd.ca.gov](http://www.hcd.ca.gov)



June 26, 2015

Mr. Phillip Ginsburg  
Director  
San Francisco Recreation and Parks Department  
501 Stanyon Street  
San Francisco, California 94117

**RE: 2014 Designated Program Year Housing-Related Parks Program Award**

Dear Mr. Ginsburg:

The Department of Housing and Community Development (Department) is pleased to announce the San Francisco Recreation and Parks Department has been awarded a Housing-Related Parks (HRP) Program award for the 2014 Designated Program Year (DPY). The goal of the HRP Program is to increase the overall supply of housing affordable to lower-income households by providing financial incentives for the creation, expansion or renovation of community park and recreation amenities. Funding for the HRP Program is available pursuant to the Housing and Emergency Shelter Trust Fund Act of 2006 (Proposition IC). The HRP Program reflects the Department's commitment to work in partnership with local governments to address California's critical housing and community development needs, recognizing and reinforcing the critical linkages between housing, jobs, and the economy in creating vital, livable communities.

As you know, all local government applicants with eligible units for new, preserved, rehabilitated and acquired rental or ownership housing affordable to lower-income households and which are in compliance with State housing element law, are eligible to receive HRP Program grant funds for use in local capital improvement park-related projects.

The application submitted in response to the Department's HRP Program DPY 2014 Notice of Funding Availability (NOFA) indicated the San Francisco Recreation and Parks Department met these programmatic requirements and has implemented the objectives of the Program. This letter, therefore, constitutes a conditional commitment of grant funds in the amount of \$2,686,325.

Staff will be contacting you shortly to initiate the process of preparing the Standard Agreement for fund distribution. Please note, no funds may be expended, nor any costs incurred, until the standard agreement is fully executed. Congratulations on your successful application. For further information, please contact Jennifer Seeger, HRP Program Manager, at [jennifer.seeger@hcd.ca.gov](mailto:jennifer.seeger@hcd.ca.gov) or (916) 263-7421.

Sincerely,

Lisa Bates  
Deputy Director

cc: Toni Moran, Environmental Specialist-Fiscal/Grants, [toni.moran@sfgov.org](mailto:toni.moran@sfgov.org)



Housing Related Park Grant  
 Recreation and Park and Planning Capital Project Budgets

**Joe DiMaggio**

Planning	\$250,000
Environmental Review	\$80,000
Construction	\$5,911,340
Design & Engineering	\$810,000
<b>Project Budget</b>	<b>\$7,051,340</b>

**Funding Sources**

2012 Neighborhood Park Bond	\$6,051,340
2013 Housing Related Parks	\$900,000
Friends of Joe DiMaggio Gift	\$100,000
	<b>\$7,051,340</b>

**17th and Folsom New Park Development**

Planning	\$184,749
Design	\$650,392
Construction (Soft Costs)	\$371,786
Construction (Hard Costs)	\$3,261,588
Project Reserve	\$113,910
<b>Project Budget</b>	<b>\$4,582,425</b>

**Funding Sources**

Proposition 84	\$2,700,000
2013 Housing Related Parks	\$225,000
2014 Housing Related Parks	\$275,000
Commission	\$850,000
SFRPD Open Space funds	\$54,121
2006 Lease Revenue Bond	\$478,304
	<b>\$4,582,425</b>

**Balboa Pool Renovation**

Design /Planning	\$1,200,000
Project Management	\$240,000
Permits/ Fees/ geotech/surveys	\$280,000
Construction	\$5,629,450
Construction contingency	\$480,000
<b>Project Budget</b>	<b>\$7,829,450</b>

**Funding Sources**

Neighborhood Park Bond	\$7,000,000
2013 Housing Related Parks	610,425
2014 Housing Related Parks	219,025
	<b>\$7,829,450.00</b>

**Geneva Community Garden**

Construction	\$700,000
Construction Management	\$20,000
Project Management	\$40,000
Landscape Architecture	\$20,000
Soil Remediation Consultation	\$20,000
Soil Remediation	\$100,000
<b>Project Budget</b>	<b>\$900,000</b>

**Funding Sources**

2013 Housing Related Parks	\$200,000
2014 Housing Related Parks	\$700,000
	<b>\$900,000.00</b>

**Hilltop Park Renovation**

Management	\$997,000
Compliance/SWPPP/Arborist/Other	\$130,000
hookup and contaminated soils abatement	\$3,652,000
Contingency (Design & Construction)	\$736,000
<b>Project Budget</b>	<b>\$5,515,000</b>

**Funding Sources**

Statewide Park Grant	\$5,000,000
2013 Housing Related Parks	\$375,000
2014 Housing Related Parks	\$125,000
Add other sources	\$15,000
	<b>\$5,515,000</b>

**Central Market Living Innovation Zone**

Materials and construction	\$120,000
Design, labor	\$50,000
Community engagement	\$30,000
<b>Project Budget</b>	<b>\$200,000</b>

**Funding Sources**

SF General Fund	
2014 Housing Related Parks Grant	\$200,000
	<b>\$200,000</b>

Housing Related Park Grant  
 Recreation and Park and Planning Capital Project Budgets

<b>Portola Family Connections</b>		<b>Funding Sources</b>	
Construction	\$168,300	2014 Housing Related Parks	\$168,300
Project Budget	<b>\$168,300</b>		<b>\$168,300</b>

<b>Women Audio Mission</b>		<b>Funding Sources</b>	
Construction	\$200,000	2014 Housing Related Parks	\$200,000
Project Budget	<b>\$200,000</b>		<b>\$200,000</b>

<b>Chinese affirmative Action</b>		<b>Funding Sources</b>	
Construction	\$200,000	2014 Housing Related Parks	\$200,000
Project Budget	<b>\$200,000</b>		<b>\$200,000</b>

<b>Glide Foundation</b>		<b>Funding Sources</b>	
Construction	\$99,000	2014 Housing Related Parks	\$99,000
Project Budget	<b>\$99,000</b>		<b>\$99,000</b>

<b>Mission Neighborhood Centers</b>		<b>Funding Sources</b>	
Construction	\$200,000	2014 Housing Related Parks	\$200,000
Project Budget	<b>\$200,000</b>		<b>\$200,000</b>

<b>Donaldina Cameron House</b>		<b>Funding Sources</b>	
Construction	\$300,000	2014 Housing Related Parks	\$300,000
Project Budget	<b>\$300,000</b>		<b>\$300,000</b>

AGREEMENT NUMBER <b>14-HRPP-10331</b>
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME  
**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**  
 CONTRACTOR'S NAME  
**City and County of San Francisco, Recreation and Park Department**

2. The term of this Agreement is: **Upon HCD Approval through 09/30/2017**

3. The maximum amount of this Agreement is: **\$2,686,325.00**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

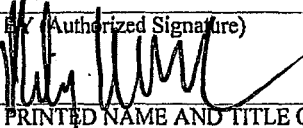
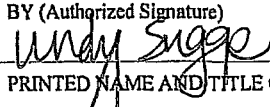
Exhibit A - Authority, Purpose and Scope of Work	2
Exhibit B - Budget Detail and Payment Provisions	2
Exhibit C - State of California General Terms and Conditions*	GTC - 610
Exhibit D - HRPP Terms and Conditions	2
Exhibit E - Special Terms and Conditions	0
Exhibit F - Additional Provisions	0

15 NOV -4 PM 5:31  
 DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

**TOTAL NUMBER OF PAGES ATTACHED: 6 pages**

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.documents.dgs.ca.gov/ols/GTC-610.doc>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

<b>CONTRACTOR</b>		<b>California Department of          General Service          Use Only</b>          <b>OCT 09 2015</b>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc)		
<b>City and County of San Francisco, Recreation and Park Department</b>		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
	<b>10-7-15</b>	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Philip A. Ginsburg, General Manager</b>		
ADDRESS <b>30 Van Ness Avenue, Suite 3000, San Francisco, CA 94102</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>Department of Housing and Community Development</b>		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
	<b>10/9/15</b>	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Lindy Suggs, Contracts Manager, Business &amp; Contract Services Branch</b>		
ADDRESS <b>2020 W. El Camino Ave, Sacramento, CA 95833</b>		
<input checked="" type="checkbox"/> Exempt per: SCM 4.04.A.3 (DGS Memo dated 6/12/81)		

**EXHIBIT A**

**AUTHORITY, PURPOSE AND SCOPE OF WORK**

**Housing-Related Parks (HRP) Program Grant**

**1. Authority**

Pursuant to Chapter 8 of Part 2 of Division 31 of the California Health and Safety Code, commencing with Section 50700, as added by Section 1 of Chapter 641 of the Statutes of 2008, the State of California Department of Housing and Community Development (herein referred to as the "State" or the "Department") has established the Housing-Related Parks (HRP) Program (the "Program"). This Standard Agreement (the "Agreement") is entered into under the authority of, and in furtherance of the purposes of, the Program as set forth in Health and Safety Code Section 50701. Pursuant to Health and Safety Code Sections 50702 and 50704.5, the State has issued a Notice of Funding Availability, dated December 10, 2014 (NOFA) and Program guidelines dated November 2014 (the "Guidelines") governing the Program.

**2. Purpose**

In accordance with the authority cited above, the Contractor has applied to the State for financial assistance (the "Application") in the form of a grant from the Program (the "Grant"). The State has agreed to make the Grant, as a financial incentive based on the issuance of housing starts, for housing units affordable to very low- and low-income households by the Contractor pursuant to the terms of the NOFA, the Guidelines and this Agreement. Based on the representations made by the Contractor in its Application, which is hereby incorporated as if set forth in full, the State shall provide a Grant in the amount shown below for the purpose of paying for capital improvement(s) related to the acquisition, rehabilitation, or construction of a Park and Recreation Facility.

The State and the Contractor have agreed to enter into this Agreement in accordance with the terms and conditions herein, subject to all the provisions of the applicable statutes, the NOFA, the Guidelines and further subject to the State laws and requirements governing State contracts. Capitalized terms herein shall have the meaning of the definitions set forth in the Guidelines.

**3. Scope of Work**

Dev./reno.: Cntrl Market Living Innov. Zone, Joe DiMaggio N. Beach Playground, Geneva Comm. Garden, Women's Audio Mission, Portola Fam. Conns., Mission Neighborhood Ctr., Donaldina Cameron House, Chinese for Aff. Action, Glide Fndn. & Balboa Pool



**EXHIBIT A**

**Grant Timelines**

No work performed prior to the effective date of this Agreement or after June 30, 2017, shall be funded. The effective date of this Agreement is the date it is executed by the State, after execution by the Contractor. All funds must be requested from the Department no later than April 30, 2017. For the purpose of this Agreement, no funds may be expended after June 30, 2017. It is the responsibility of the Contractor to monitor the project and timeliness of draws within the specified dates.

**4. Grant Amount**

The total amount of this Grant is \$ 2,686,325.00.

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**HRP Program Grant**

**1. Allowable Uses of Grant Funds**

- A. Grant funds shall only be used for projects approved by the State that involve the construction, rehabilitation, and/or acquisition of capital assets as defined by the California Government Code, Section 16727(a) that benefit the community within the Contractor's jurisdiction and as further set out in Section 108 of the Guidelines. Capital assets include tangible physical property with an expected useful life of fifteen (15) years or more, equipment with an expected useful life of two (2) years or more, or major maintenance, reconstruction, or demolition for purposes of reconstruction and/or retrofitting work.
- B. Incidental expenses shall not be paid by Grant funds unless they are directly related to the construction or acquisition of an eligible capital asset. Such expenses include costs associated with planning, engineering, construction management, environmental impact reports, appraisals, site acquisitions, or necessary easements.
- C. Grant funds shall not be expended for the administrative costs of persons directly employed by the Contractor or for other "soft" costs that are not directly related to the construction, rehabilitation or acquisition of capital assets.

**2. Performance**

Contractor shall take such actions, pay such expenses and do all things necessary to complete the Work specified in Exhibit A in accordance with the schedule for completion set forth therein and within the terms and conditions of this Agreement.

**3. Fiscal Administration**

- A. Term: The effective date of this Agreement is the date upon which it is executed by the State (the date stamped in the lower right portion of the Standard Agreement (Std. 213) through September 30, 2017. All funds must be requested by the Contractor by April 30, 2017 and expended by June 30, 2017. This Agreement shall terminate September 30, 2017.
- B. The Contractor shall make any and all request(s) for disbursement no earlier than ninety (90) days from the anticipated need for the funds, using the forms provided by the State. The forms will be made available at <http://www.hcd.ca.gov/hpd/hrpp>. The Contractor shall expend the funds within 90 days from the date of receipt from the State, or by June 30, 2017, whichever occurs earlier and subsequent supporting documentation shall be submitted to the Department.
- C. Failure to expend contract funds in a timely manner may affect future funding.

**EXHIBIT B**

- D. A separate checking account for the Grant funds is not required. However, the Contractor shall deposit Grant funds in an interest bearing checking or savings account, or the State may require the Contractor to deposit all Grant funds into a segregated account in an institution whose deposits are insured by the federal or state government. All interest earned from the deposit of Grant funds shall be used for allowable, Program purposes and accounted for to the State. All funds not expended within 90 days of receipt, or by June 30, 2017, as applicable, shall be returned to the State with accrued interest.
- E. The Contractor shall make a good faith effort to minimize the number of disbursement requests to the State by anticipating and requesting in advance the maximum amount of funds that can be expended within the (ninety) 90 day time frame.
- F. The Contractor shall inform the State within a reasonable amount of time in the event that expenditures related to an authorized project(s) are less than the total Grant award. The Contractor may expend the balance of Grant funds on additional capital assets projects, upon written State approval. Contractor shall provide the State with a letter of request that describes the additional project(s) to be funded.
- G. The Contractor shall immediately inform the State, no later than December 31, 2016, if the Contractor anticipates it will not be able to expend all Grant funds by June 30, 2017.
- H. The Contractor is responsible for maintaining records which fully disclose the activities funded by the Grant. Adequate documentation of each transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures charged to Grant funds. If the allowability of expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and the State shall determine the reimbursement method for the amount disallowed. The State's determination of the allowability of any expense shall be final, absent fraud, mistake or arbitrariness.
- I. Any Grant funds remaining unexpended as of June 30, 2017, must be returned to the State with accrued interest. Checks shall be made payable to the Department of Housing and Community Development (HCD) and shall be mailed to the Department at the address below, no later than July 31, 2017.

Department of Housing and Community Development  
Accounting Division  
2020 W. El Camino Ave.  
P.O. Box 952050  
Sacramento, California 94252-2050



EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)



**EXHIBIT D**

**HRP PROGRAM GENERAL TERMS AND CONDITIONS**

**HRP Program Grant**

**1. Report Requirements**

During the term of this Agreement, the Contractor shall submit the following reports by the deadlines specified, or as otherwise required at the discretion of the State:

- A. The Contractor shall submit annual reports to the State thirty (30) days after December 31<sup>st</sup> of each year ("Annual Report"), during the term of this Agreement for as long as the Contractor has not expended all Grant funds. The Annual Report shall contain (1) the progress the Contractor has made in completing the approved projects partially or wholly funded by the Grant, including a description of the community benefit; (2) the amount of Grant funds drawn down and expended to date by the Contractor; and (3) a description of projects completed. The Contractor shall use the forms provided by the State made available at <http://www.hcd.ca.gov/hpd/hrpp>; and,
- B. Upon complete expenditure of the Grant funds, the Contractor shall submit a final report in a manner satisfactory to the State ("Final Report"). The Final Report shall be submitted to the State within 60 days of June 30, 2017, the date all funds must be expended. The Final Report shall contain (1) a description of the final capital assets constructed or purchased with the Grant funds; and, (2) the number of certificates of occupancy issued in relation to the number of building permits issued in the program year. The Contractor shall use the forms provided by the State made available at <http://www.hcd.ca.gov/hpd/hrpp>.

**2. State Contract Coordinator**

The state contract coordinator of this Agreement for the Department is the HRP Program Manager, Division of Housing Policy Development, or the Manager's designee ("State Contract Coordinator"). Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed first class to the State Contract Coordinator at the following address:

Department of Housing and Community Development  
Division of Housing Policy Development  
2020 W. El Camino Ave, P.O. Box 95250  
Sacramento, California 94252-2050  
Attention: HRP Program Manager

**3. Audit/Retention and Inspection of Records**

Contractor agrees that the Department or its delegates will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. Contractor agrees to provide the

**EXHIBIT D**

Department or its delegatee with any relevant information requested and shall permit the Department or its delegatee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the California Public Contract Code Section 10115 et seq., the California Government Code Section 8546.7 and Title 2, California Code of Regulations, Section 1896.60 et seq. Contractor further agrees to maintain such records for a period of three (3) years after final payment under this Agreement. Contractor shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in the California Public Contract Code Section 10115.10.

**4. Special Conditions**

The State reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved.

**5. Prevailing Wages**

- A. Where funds provided through this Agreement are used for construction work, or in support of construction work, Contractor shall ensure that the requirements of Chapter I (commencing with Section 1720) of Part 7 of the California Labor Code (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.
- B. For the purpose of this requirement "construction work" includes, but is not limited to rehabilitation, alternation, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract, with the properly licensed building contractor incorporating these requirements (the "construction contractor"). Where the construction contract will be between the Contractor and a licensed building contractor the Contractor shall serve as the "awarding body" as that term is defined in the California Labor Code. Where the Contractor will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body". Prior to any disbursement of funds, including but not limited to release of any final retention payment, the State may require a certification from the awarding body that prevailing wages have been or will be paid.

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. Reactivate File No. [ ]
- 10. 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 Form.**

**Sponsor(s):**

Supervisor Mark Farrell

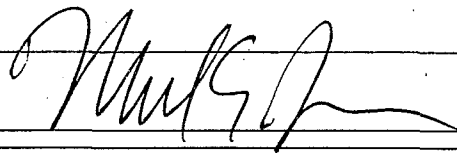
**Subject:**

Accept-Expend Grant - Housing Related Parks Program Grant - \$2,686,325

**The text is listed below or attached:**

Attached.

Signature of Sponsoring Supervisor: \_\_\_\_\_



**For Clerk's Use Only:**

