

File No. 240969

Committee Item No. 4

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee

Date November 20, 2024

Board of Supervisors Meeting

Date _____

Cmte Board

- Motion
- Resolution
- Ordinance
- Legislative Digest
- Budget and Legislative Analyst Report
- Youth Commission Report
- Introduction Form
- Department/Agency Cover Letter and/or Report
- MOU
- Grant Information Form
- Grant Budget
- Subcontract Budget
- Contract/Agreement
- Form 126 – Ethics Commission
- Award Letter
- Application
- Public Correspondence

OTHER (Use back side if additional space is needed)

- REC Commission Resolution No. 2309-005 9/21/2023
- Statement on Retroactivity 9/23/2024
- _____
- _____
- _____
- _____
- _____
- _____
- _____

Completed by: Brent Jalipa

Date November 14, 2024

Completed by: Brent Jalipa

Date _____

1 [Accept and Expend Grant - Retroactive - California Department of Parks and Recreation -
2 India Basin Shoreline Park - \$756,728]

3 **Resolution retroactively authorizing the Recreation and Park Department to accept and**
4 **expend a grant from the California Department of Parks and Recreation in the amount**
5 **of \$756,728 for the India Basin Shoreline Park Project for a term of July 1, 2023,**
6 **through June 30, 2028; approving the associated grant agreement; and authorizing the**
7 **Recreation and Park Department to enter into amendments or modifications to the**
8 **agreement that do not materially increase the obligations or liabilities of the City and**
9 **are necessary to effectuate the purposes of the Project or this Resolution.**

10
11 WHEREAS, The City and County of San Francisco owns India Basin Shoreline Park
12 (“Property”); and

13 WHEREAS, The Property is under the jurisdiction of the Recreation and Park
14 Department (“RPD”); and

15 WHEREAS, RPD, working with the Trust for Public Land (TPL), the San Francisco
16 Park Alliance (SFPA), and Bayview Hunters Point (BVHP) community have proposed a new
17 design for the Property; and

18 WHEREAS, The new park design reflects the values and the culture of the BVHP
19 community and will provide public access and new waterfront recreation for the community at
20 large; and

21 WHEREAS, The California Legislature has delegated responsibility to the California
22 Department of Parks and Recreation (“Department”) for the administration of the funding for
23 the Project through the Habitat Conservation Fund Program (“Grant”);; and

24 WHEREAS, On September 21, 2023, the San Francisco Recreation and Park
25 Commission adopted Resolution No. 2309-005 approving the RPD’s application for Habitat

1 Conservation Fund Grant, authorizing the RPD General Manager to negotiate agreements
2 with the State concerning the administration of the grants, and recommending that the Board
3 of Supervisors approve the grant contract and authorize RPD to accept and expend the
4 grants; and

5 WHEREAS, The Department awarded the RPD Habitat Conservation Fund Program
6 funding in the amount of \$756,728 to support the construction of the shoreline improvements;
7 and

8 WHEREAS, As a condition of receiving the Grant, RPD is required to agree to the
9 terms of the attached Grant Contract, which is effective from July 1, 2023, through June 30,
10 2028, and which is on file with the Clerk of the Board under File No. 240969 and is hereby
11 declared to be part of this Resolution as if set forth fully herein; and

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

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

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

17 FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of
18 indirect costs as part of this grant budget; and, be it

19 FURTHER RESOLVED, That the Board of Supervisors approves the grant contract for
20 the period of July 1, 2023, through June 30, 2028; and, be it

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

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

3

4 Recommended:

Approved: /s/_____

5

Mayor

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/s/_____

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Department Head

Approved: /s/_____

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Controller

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File Number: 240969
 (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: Habitat Conservation Fund – India Basin Shoreline Park Development
2. Department: Recreation and Park Department
3. Contact Person: Toni Moran Telephone: (415) 794-8173
4. Grant Approval Status (check one):
 Approved by funding agency. Not yet approved
5. Amount of Grant Funding Approved: \$756,728
- 6a. Matching Funds Required: Yes, Minimum one-to-one match required
- b. Source(s) of matching funds (if applicable)

| Source | Amount | Fund | Authority | Project |
|--|-----------------|-------|-----------|----------|
| John Pritzker Family Fund – June 15, 2023 | \$ 3,475,000.00 | 16940 | 22589 | 10013129 |
| US EPA San Francisco Bay Water Quality Improvement Fund – June 1, 2023 | \$ 3,768,558.00 | 16930 | 20407 | 10037539 |

- 7a. Grant Source Agency: State of California, Department of Parks and Recreation
- b. Grant Pass-Through Agency (if applicable): N/A

8. Proposed Grant Project Summary:

The Habitat Conservation Fund Grant will support Phase 3 of the India Basin Parks Initiative by transforming the existing park into a vibrant, multi-use park with healthy waterfront at the India Basin Shoreline Park. The Project will improve the poorly functioning shoreline by transforming it into marsh edge that will provide a resilient shoreline that can adapt with rising sea levels. Recent remediation of sediments will promote a more connected mudflat, tidal marsh, and upland buffer and transition zone to support the variety of flora and fauna that would thrive in this environment. In addition, a new boathouse and floating dock will create visual and physical access to the area’s wetland habitat for BVHP residents who have historically lacked access to water and nature.

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

Start-Date: July 1, 2023 End-Date: June 30, 2028

- 10 a. Amount budgeted for contractual services: \$756,728
 - b. Will contractual services be put out to bid? Yes.
 - c. If so, will contract services help to further the goals of the Department’s Local Business Enterprise (LBE) requirements? Yes.
 - d. Is this likely to be a one-time or ongoing request for contracting out? One time only
- 11a. Does the budget include indirect costs? Yes No
- b1. If yes, how much? \$0

b2. How was the amount calculated? Not Applicable

c1. If not, 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 cost of department and division overhead associated with Recreation and Park and Public Works Staff.

12. Any other significant grant requirements or comments: Grant funds are provided on a reimbursement basis.

****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):

- Existing Site(s) Existing Structure(s) Existing Program(s) or Service(s)
- Rehabilitated Site(s) Rehabilitated Structure(s) New Program(s) or Service(s)
- New Site(s) 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; and
3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor's Office on Disability Compliance Officers.

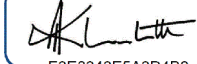
If such access would be technically infeasible, this is described in the comments section below:

Comments:

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

Arfaraz Khambatta, CASp
(Name)

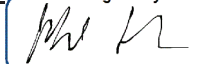
Disability Access Coordinator, Public Works
(Title) 9/6/2024
Date Reviewed: _____

DocuSigned by:

E3E8343E5A3D4B9...
(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Philip A. Ginsburg
(Name)

General Manager, Recreation and Park Department
Date Reviewed: 9/5/2024

DocuSigned by:

AF27F6596709494...
(Signature Required)

India Basin Shoreline Park Budget
State Coastal Conservancy Grant

| Project Budget | | Funding Sources | Date Committed | Amount |
|-----------------------------|------------|--|-----------------------|-------------------|
| Construction | 55,000,000 | California State Parks Specified Grant SG-38-032 | 7/1/2022 | \$ 25,000,000 |
| Soft Cost | 6,610,286 | Statewide Park Grant - IBSP Playground | 7/1/2021 | \$ 5,768,000 |
| Contingency | | San Francisco Bay Water Quality Grant | 6/1/2023 | \$ 3,768,558 |
| | | State Coastal Conservancy, Pending BoS approval | | \$ 5,500,000 |
| | | Habitat Conservation Fund, Pending BoS Approval | 7/1/2023 | \$ 756,728 |
| | | CCSF 2020 Health and Recovery Bond | 8/4/2021 | \$ 827,000 |
| | | Crankstart Foundation | 12/14/2022 | \$ 15,000,000 |
| | | John Pritzker Family Fund | 4/30/2019 | \$ 3,250,000 |
| | | Irwin Foundation | 12/14/2022 | \$ 700,000 |
| | | Hellman Foundation | 12/14/2022 | \$ 1,000,000 |
| | | San Francisco Foundation | 12/14/2022 | \$ 40,000 |
| Total Project Budget | 61,610,286 | | | 61,610,286 |

State of California - Natural Resources Agency
Department of Parks and Recreation
GRANT CONTRACT
Habitat Conservation Fund
Wetlands

GRANTEE City & County of San Francisco

GRANT PERFORMANCE PERIOD is from July 01, 2023 through June 30, 2028

CONTRACT PERFORMANCE PERIOD is from July 01, 2023 through June 30, 2043

PROJECT TITLE INDIA BASIN SHORELINE PARK LIVING SHORELINE PROJECT NUMBER HW-38-002

The GRANTEE agrees to the terms and conditions of this contract, hereinafter referred to as AGREEMENT, and the State of California, acting by and through the California Department of Parks and Recreation, agrees to fund the total grant amount indicated below. The GRANTEE agrees to complete the GRANT SCOPE as defined in the GRANT SCOPE / Cost Estimate Form of the APPLICATION submitted to the State of California.

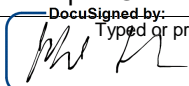
GRANT SCOPE:

The Living Shoreline project will restore and enhance existing wetlands along India Basin Shoreline Park in the City of San Francisco. The project includes the contouring of the shoreline, planting of over 13,000 square feet of "mid and high marsh" zones, and construction of a pedestrian path and overlook bridge that will provide access into the marsh.

Total State Grant not to exceed \$756,728.00 (or 50% of the total project, which ever is less)

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

City & County of San Francisco
 Grantee

By Philip A. Ginsburg
 DocuSigned by:
 Type or printed name of Authorized Representative

AF27F6596709494
 Signature of Authorized Representative

Title General Manager
 Date 5/8/2024

STATE OF CALIFORNIA
 DEPARTMENT OF PARKS AND RECREATION
 By Maria Amos
A95AF99B0D1941C...
 Date 5/9/2024

CERTIFICATION OF FUNDING
(For State Use Only)

| | | | | | |
|---|-----------------------------------|--|------------------------|----------------------|--------------------------|
| CONTRACT NO C9785019 | AMENDMENT NO | FISCAL SUPPLIER I.D. 0000007690 | | | PROJECT NO. HW-38-002 |
| AMOUNT ENCUMBERED BY THIS DOCUMENT \$756,728.00 | | FUND. Habitat Conservation Fund | | | |
| PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT | | ITEM 3790-601-0262 | CHAPTER 9 | STATUTE 1990 | FISCAL YEAR 2023/24 |
| TOTAL AMOUNT ENCUMBERED TO DATE \$ \$756,728.00 | Reporting Structured. 37900091 | Account/Alt Account. 5432000-5432000000 | ACTIVITY CODE 63666 | PROJECT / WORK PHASE | |

GRANT CONTRACT

I. RECITALS

1. This agreement is entered into between the State of California, by and through the California Department of Parks and Recreation (hereinafter referred to as "STATE") and City & County of San Francisco (hereinafter referred to as "grantee").
2. The California Wildlife Protection Act of 1990, Fish and Game Code, Chapter 9, commencing with Section 2780 (the ACT) authorizes the STATE to award grants to eligible entities.
3. Pursuant to the California Wildlife Protection Act of 1990, Fish and Game Code, Chapter 9, commencing with Section 2780, the STATE is authorized to oversee and manage grants to eligible entities for the purposes stated within its provisions. Funding for this \$2,000,000 GRANT program was made available through the California Wildlife Protection Act of 1990, Fish and Game Code, Chapter 9 (commencing with Fish and Game Code § 2780).
4. The STATE hereby grants to grantee a sum (hereinafter referred to as "grant monies") not to exceed _____ Dollars (\$756,728), subject to the terms and conditions of this agreement, the HCF Application GUIDES, any legislation applicable to the ACT and the APPLICATION.
5. In consideration thereof grantee agrees to abide by the terms and conditions of this agreement as well as the provisions of the ACT. Grantee acknowledges that the grant monies are not a gift or a donation.
6. In addition to the terms and conditions of this agreement, the parties agree that the terms and conditions contained in the documents set forth below are hereby incorporated into and made part of this agreement.
 - a. The Grant Administration Guide
 - b. The APPLICATION GUIDE
 - c. The submitted APPLICATION

II. SPECIAL PROVISIONS

1. This agreement includes the following special provisions, when project circumstances warrant (by either party):

III. GENERAL PROVISIONS

A. Definitions

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

1. The term "ACT" means the statutory basis for this grant program.
2. The term "APPLICATION" means the individual project APPLICATION packet for a grant pursuant to the enabling legislation and/or grant program process Grant Administration Guide requirements.
3. The term "ACQUISITION" means to obtain fee title of real property or a permanent easement which provides the recipient permanent rights to use the property for the purposes of the project. Leases or rentals do not constitute ACQUISITION.
4. The term "CONTRACT PERFORMANCE PERIOD" means the period of time described on page 1 of this agreement.
5. The term "DEVELOPMENT" (trails category only) means capital improvements to real property by, but not limited to, improvement, construction, reconstruction, and/or protection of permanent or fixed features of the property.
6. The term "ENHANCEMENT" means to increase the habitat value of the land to benefit the targeted species.
7. The term "GRANT PERFORMANCE PERIOD" means the period of time described on page 1 of this agreement, during which eligible costs can be charged to the grant and which begins on the appropriation date and ends on the fund liquidation date.
8. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE /cost estimate form found in the APPLICATION.
9. The term "GUIDES" means the documents identified as the APPLICATION and Grant Administration GUIDES for the Habitat Conservation Fund program for deer/mountain lion habitat, rare, endangered, threatened, or fully-protected species habitat, wetlands, anadromous salmonids and trout habitat, riparian habitat, trails, and WILDLIFE AREA ACTIVITIES, as incorporated by reference in Title 14, California Code of Regulations, Section 4870-4877.
10. The term "RESTORATION" means the act of bringing either land or a species back into a former, non-impaired condition.

11. The term "STATE" refers to the State of California acting by and through the Department of Parks and Recreation.
12. The term "WILDLIFE AREA ACTIVITIES" means an event, or series of events to be accomplished with grant funds, such as a nature interpretation, educational, or other enrichment project, (e.g., classes, trips, etc.), organized and/or conducted by the grantee, and intended to bring urban residents into park and wildlife areas.

B. Project Execution

1. Subject to the availability of grant monies in the ACT, the STATE hereby grants to the grantee a sum of money not to exceed the amount stated on page 1 of this agreement, in consideration of, and on condition that, the sum be expended in carrying out the purposes set forth in the GRANT SCOPE, and under the terms and conditions set forth in this agreement.

The grantee shall assume the obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE.

2. After the STATE has approved the APPLICATION, all changes and alterations to the GRANT SCOPE must be approved in writing by the STATE. Grantee's failure to comply with this provision may be construed as a breach of the terms of the agreement and result in the termination of payment of the grant monies provided for in this agreement.

To maintain the integrity of the competitive grant program, the grantee agrees that any other project changes or alterations which deviate from the GRANT SCOPE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.

3. The grantee shall complete the GRANT SCOPE in accordance with the time of the GRANT PERFORMANCE PERIOD set forth on page one of this agreement, and under the terms and conditions of this agreement.
4. The grantee shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et. seq., Title 14, California Code of Regulations, Section 15000 et. seq.).
5. The grantee shall at all times comply with all applicable current laws and regulations affecting ACQUISITION, ENHANCEMENT, RESTORATION, DEVELOPMENT, AND WILDLIFE AREA ACTIVITIES projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et. seq.) and the California Unruh Act (California Civil Code §51 et seq.)

6. If the GRANT SCOPE includes ACQUISITION of real property, the grantee agrees to comply at all times with all applicable STATE and local laws or ordinances affecting relocation and real property ACQUISITION.
7. Grantee agrees that lands acquired with grant monies shall not be acquired through the use of eminent domain.

C. Project Costs

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

D. Project Administration

1. If the STATE advances grant monies for ACQUISITION projects, the STATE shall place the grant monies in an escrow account. If grant monies are advanced and not expended, the unused portion of the advanced funds shall be returned to the STATE within 60 days after the close of escrow.
2. If grant monies are advanced for an ENHANCEMENT, RESTORATION, DEVELOPMENT, or WILDLIFE AREA ACTIVITIES project, the advanced funds may be placed in an interest-bearing account until expended. Advanced funds must be spent within six months from the date of receipt, unless the STATE waives this requirement. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the advance and any unused interest earned shall be returned to the STATE within 60 days after project completion or the end of the GRANT PERFORMANCE PERIOD, whichever is earlier.
3. The grantee shall submit a written status report within 30 calendar days after the STATE has made such a request. In any event, the grantee shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the GRANT PERFORMANCE PERIOD, whichever is earlier. The GRANT PERFORMANCE PERIOD is identified on page one of this agreement.
4. The STATE shall have the right to inspect all property or facilities acquired and/or developed pursuant to this agreement and the grantee shall make such property or facilities available for inspection upon 24 hours' notice from the STATE.
5. The grantee and the STATE agree that if the GRANT SCOPE includes ENHANCEMENT, RESTORATION, DEVELOPMENT, or WILDLIFE AREA ACTIVITIES project activities,

final payment may not be made until the work described in the GRANT SCOPE is complete.

6. Any grant funds that have not been expended by the grantee by the date on the PROJECT COMPLETION Certification form, or by end of the GRANT PERFORMANCE PERIOD, whichever is earlier, shall revert to the STATE.

E. Project Termination

1. In the event of non-completion of a GRANT SCOPE, the STATE may request the return of any grant funds advanced or reimbursed.
2. This agreement may be rescinded, modified or amended only by mutual written agreement between the grantee and the STATE, unless the provisions of this agreement provide that mutual agreement is not required for a rescission, modification or amendment.
3. Failure by the grantee to comply with the terms of this agreement, as well as any other agreements that grantee has entered into with STATE, may be cause for suspension of all obligations of the STATE under this agreement unless the STATE determines that such failure was due to no fault of the grantee. In such case, STATE may reimburse grantee for eligible costs properly incurred in performance of this agreement despite non-performance of the grantee. To qualify for such reimbursement, grantee agrees to mitigate its losses to the best of its ability.
4. The grantee agrees that in the event of a breach of this agreement, the STATE may seek, in addition to all remedies provide by law, specific performance of the agreement in accordance with the purpose of the agreement to preserve, protect and increase the quantity and quality of habitat opportunities and/or resources available to the people of the State of California.

F. Budget Contingency Clause

For purposes of this program, if funding for any fiscal year is reduced or deleted by the budget act, executive order, the legislature, or by any other provision of statute, the STATE shall have the option to either cancel this agreement with no liability occurring to the STATE, or offer an amendment to the agreement to reflect a reduced grant amount. This paragraph shall not require the mutual agreement as addressed in Paragraph E, subsection 2, of this agreement.

G. Indemnity

1. The grantee shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in

any way connected with or incident to this agreement, except valid legal claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.

2. To the fullest extent of the law, the grantee shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of an ACQUISITION, ENHANCEMENT, RESTORATION, DEVELOPMENT, or WILDLIFE AREA ACTIVITIES project, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The grantee agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et. seq., the grantee shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the STATE shall bear its own litigation costs, expenses, and attorney's fees.
4. The grantee and the STATE agree that in the event of judgment entered against the STATE and the grantee because of the concurrent negligence of the STATE and the grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction.
5. The grantee shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the grantee has certified. The grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The grantee shall maintain satisfactory financial accounts, documents and records for the project and make them available to the STATE for auditing at reasonable times. The grantee also agrees to retain such financial accounts, documents and records for at least five years following project termination or final payment, whichever is later.
2. The grantee shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of grant monies, (b) the total cost of the project, (c) the amount and nature of project funds provided by other sources, and (d) any other records that will facilitate an effective audit of the grant monies.
3. The grantee agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this agreement or matters related thereto during regular office hours. The grantee shall maintain and make available for

inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this agreement. Such accounts, documents, and records shall be retained by the GRANTEE for at least 5 years following final payment of grant monies.

4. The grantee shall use a generally accepted accounting system, per state and federal requirements.

I. Use of Facilities

1. The grantee agrees to operate and maintain project sites and/or locations for the duration of the CONTRACT PERFORMANCE PERIOD. If any property is acquired, enhanced, restored, or developed with grant monies, the grantee is required to operate and maintain the same for the duration of the CONTRACT PERFORMANCE PERIOD.
2. The grantee agrees that during the GRANT PERFORMANCE PERIOD, any income earned by the grantee from a STATE-approved use of the project shall be used for project purposes, or, if approved by the STATE, for other purposes within the grantee's jurisdiction.
3. The grantee acknowledges that reasonable public access shall be provided except when that access may interfere with habitat protection.
4. All facilities shall have operating hours consistent with the times proposed in the APPLICATION and be open to members of the public in accordance with the project selection criteria in the APPLICATION, unless otherwise granted permission by the STATE and except as noted under the special provisions of this agreement or under provisions of the enabling legislation and/or grant program.
5. The grantee agrees that for the duration of the CONTRACT PERFORMANCE PERIOD, any property acquired, enhanced, restored or developed with grant monies under this agreement shall be used only for the purposes of the grant and consistent with the GRANT SCOPE referenced in the APPLICATION unless prior written approval is given by the STATE.
6. The grantee agrees to use any property acquired, enhanced, restored, or developed with grant monies under this agreement only for the purposes of the grant and no other use, sale, or other disposition shall be permitted except as authorized by a specific act of the legislature in which event the property shall be replaced by the grantee with property of equivalent value and usefulness as determined by the STATE.
7. The property acquired, enhanced, restored, or developed with grant monies may be transferred to another eligible entity only if the successor entity assumes the obligations imposed under this agreement and with written approval of the STATE.

8. Any real property acquired or developed with grant monies (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE, provided that such approval shall not be unreasonably withheld as long as the purposes for which the grant monies were awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE's rights to enforce performance under this agreement.
9. All real property or rights thereto, acquired with grant monies shall be subject to an appropriate form of restrictive title, rights, or covenants required and approved by the STATE. If the project property is taken by use of eminent domain, grantee shall reimburse the STATE an amount at least equal to the amount of grant monies received from the STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
10. If eminent domain proceedings are initiated against grantee, grantee shall notify the STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The grantee shall not discriminate against any person on the basis of sex, race, creed, color, national origin, age, religion, ancestry, sexual orientation, disability, medical condition, or marital status in the use of project site(s) as included in the APPLICATION.
2. The grantee shall not discriminate against any person on the basis of residence, and shall not apply differences in admission or other fees on the basis of residence. Fees shall be reasonable and not unduly prevent use by economically disadvantaged members of the public.

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 the agreement which can be given effect without the invalid provision or application, and to this end the provisions of this contract are severable.

L. Liability

STATE assumes no responsibility for assuring the safety of construction, site improvements or programs related to the GRANT SCOPE. The STATE's rights under this agreement to review, inspect, and approve the GRANT SCOPE and any final plans of

implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.

M. Assignability

Without the written consent of the STATE, the grantee’s interest in and responsibilities under this agreement shall not be assignable by the grantee either in whole or in part.

N. Section Headings

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

O. Waiver

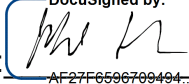
Any failure by a party to enforce its rights under this agreement, in the event of a breach, shall *not* be construed as a waiver of said rights; and waiver of any breach under this agreement shall *not* be construed as a waiver of any subsequent breach.

IV. Special Provisions

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

City & County of San Francisco

Grantee
DocuSigned by:

By: 

AF27F6596709494...
Signature of Authorized Representative (Position Authorized in the Resolution)

Title: General Manager

Date: 5/8/2024

DocuSigned by:
Maria Almos
A95AF99B0D1941C...

Grants Supervisor

5/9/2024



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

Armando Quintero, Director

March 18, 2024

Toni Moran
Capital Grants Manager
City & County of San Francisco Recreation and Park Department
49 South Van Ness Avenue, Suite 1220
San Francisco, CA 94103

Re: Project Number XW-38-003 - India Basin Shoreline Park Living Shoreline -
\$756,728

Dear Toni Moran:

Congratulations! The Department of Parks and Recreation's Office of Grants and Local Services (OGALS) is pleased to inform you that the above grant application has been selected for funding through the Habitat Conservation Fund (HCF) Program.

A representative from your agency must attend an HCF Grant Administration workshop to learn more about the HCF contract and grant administration process. Workshop attendance is mandatory prior to receiving a grant contract. Information on the mandatory workshop will be provided soon. **Do not begin project work until you receive a fully executed grant contract.** OGALS will initiate a contract and send it to you for signature after attending the mandatory workshop.

HCF grant administration information is available at www.parks.ca.gov/hcf. HCF grant administration information is available at www.parks.ca.gov/hcf. A Grant Administration Project Officer will be assigned to you and will contact you this spring.

Congratulations again on your successful application. OGALS looks forward to working with you to deliver quality recreation opportunities to your constituents.

Sincerely,

A handwritten signature in blue ink, appearing to read "Armando Quintero".

Armando Quintero, Director
California State Parks

cc: Sedrick Mitchell, Deputy Director, Community Engagement Division
Project file

RECREATION AND PARK COMMISSION
City and County of San Francisco
Resolution Number 2309-005

**APPROVING THE APPLICATION FOR HABITAT CONSERVATION
FUNDS FOR INDIA BASIN SHORELINE PARK**

WHEREAS, The people of the State of California have enacted the California Wildlife Protection Act of 1990, which provides funds to the State of California for grants to local agencies to acquire, enhance, restore or develop facilities for public recreation and fish and wildlife habitat protection purposes; and

WHEREAS, The State Department of Parks and Recreation has been delegated the responsibility for the administration of the Habitat Conservation Fund (HCF) Program, setting up necessary procedures governing project application under the HCF Program; and

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

WHEREAS, The applicant will enter into a contract with the State of California to complete the India Basin Shoreline Park Living Shoreline and Bay Trail Projects; now, therefore, be it

RESOLVED, That the Recreation and Park Commission hereby:

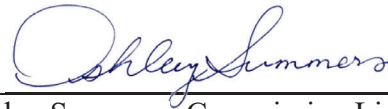
1. Approves the filing of applications for the Habitat Conservation Fund Program for the India Basin Shoreline Park Living Shoreline and San Francisco Bay Trail Projects; and
2. Certifies that said applicant has or will have available, prior to commencement of any work on the project included in this application, the required match and sufficient funds to complete the project; and
3. Certifies that the applicant has or will have sufficient funds to operate and maintain the project(s); and
4. Certifies that the applicant has reviewed, understands, and agrees to the provisions contained in the contract shown in the grant administration guide; and
5. Delegates the authority to the General Manager or their designee(s) to conduct all negotiations, execute and submit all documents, including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the project.

6. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Adopted by the following vote:

| | |
|--------|---|
| Ayes | 7 |
| Noes | 0 |
| Absent | 0 |

I hereby certify that the foregoing resolution was adopted at the Recreation and Park Commission meeting held on September 21, 2023.



Ashley Summers, Commission Liaison



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

TO: Clerk of the Board of Supervisors

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

DATE: September 23, 2024

SUBJECT: Retroactive - Grant Accept and Expend - Habitat Conservation Fund Grant for India Basin Shoreline Park

GRANT TITLE: Habitat Conservation Fund Grant for India Basin Shoreline Park.

Proposed grant accept and expend resolution; original signed by Department Head, Controller's Office, and Mayor

Grant Information Form

Grant Budget

Recreation and Park Commission Resolution

Award Notification

Grant Contract

Special Timeline Requirements:

Departmental representative to receive a copy of the adopted resolution:

Name: Toni Moran

Phone: 415 794-8173

Interoffice Mail Address:

Certified copy required Yes

No

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



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

TO: Board of Supervisors

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

DATE: September 23, 2024

**SUBJECT: Retroactive - Grant Accept and Expend - Habitat Conservation Fund
Grant for India Basin Shoreline Park**

The Grant Accept and Expend is deemed retroactive because the grant contract performance period is started July 1, 2023, the date that State funding was appropriated for the grant program. This is a common occurrence for grant programs administered by the California State Parks Department.

The Habitat Conservation Fund (HCF) were announced in March 2024 and the Recreation and Park Department entered into a grant agreement on May 9, 2024. RPD intends to use HCF grant funding for construction costs that have not yet been incurred and not grant funding has been expended to date.

From: [Trejo, Sara \(MYR\)](#)
To: [BOS Legislation, \(BOS\)](#)
Cc: [Paulino, Tom \(MYR\)](#); [Ng, Beverly \(REC\)](#)
Subject: Mayor -- Resolution -- India Basin Shoreline Park Project Grant
Date: Tuesday, October 1, 2024 2:27:21 PM
Attachments: [Clerk of the BoS Memo and Retroactivity Memo.pdf](#)
[Resolution - IBSP Habitat Conservation Fund Grant.docx](#)
[Resolution - IBSP Habitat Conservation Fund Grant.docx.pdf](#)
[Award Letter 20240318.pdf](#)
[FE Contract and Provisions C9785019.pdf](#)
[IBSP HCF Grant Information Form.pdf](#)
[IBSP-HCF Grant Budget.pdf](#)
[IBSP-HCF Mayor Budget Office Approval.pdf](#)
[RPD Commission 2309-005 HCF.pdf](#)

Hello Clerks,

Attached is a Resolution retroactively authorizing the Recreation and Park Department to accept and expend a grant from the California Department of Parks and Recreation in the amount of \$756,728 for the India Basin Shoreline Park Project; approving the associated grant agreement; and authorizing the Recreation and Park Department to enter into amendments or modifications to the agreement that do not materially increase the obligations or liabilities of the City and are necessary to effectuate the purposes of the Project or this Resolution.

Best regards,

Sara Trejo

Legislative Aide

Office of the Mayor

City and County of San Francisco