

File No. 210873

Committee Item No. 5

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date October 6, 2021

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)

- Declaration of Restrictions _____
- Exhibit A - Boundary Map _____
- _____
- _____
- _____
- _____
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- _____
- _____
- _____
- _____

Completed by: Linda Wong Date September 30, 2021

Completed by: Linda Wong Date _____

1 [Grant Contract - Retroactive - California Department of Parks and Recreation - Outdoor
2 Recreation Legacy Partnership Grant - Bay View Playground - \$375,225]

3 **Resolution retroactively authorizing the Recreation and Park Department (RPD) to enter**
4 **into and amend a grant contract with the California Department of Parks and**
5 **Recreation in the amount of \$375,225 that requires RPD to construct improvements at**
6 **Bay View Playground on the condition that RPD then maintain the Playground as**
7 **public open space in perpetuity pursuant to Charter, Section 9.118(a); and authorizing**
8 **the RPD General Manager to record a Declaration of Restriction against Assessor's**
9 **Parcel Block No. 5420, Lot No. 001, providing notice of these restrictions.**

10
11 WHEREAS, The City and County of San Francisco ("City") owns Assessor's Parcel
12 Block No. 5420, Lot No, 001, commonly known as Bayview Park (hereafter, the "Property");
13 and

14 WHEREAS, The City, through its Recreation and Park Department (the "Department"),
15 operates and maintains the Property; and

16 WHEREAS, On April 15, 2016, the Department General Manager submitted an
17 application to the California Department of Parks and Recreation for Land and Water
18 Conservation Fund Outdoor Recreation Legacy Partnership Grant funding in the amount of
19 \$375,225 to support improvements to the Property; and

20 WHEREAS, The Department subsequently was awarded a \$375,255 grant
21 to construct a new physical fitness path, exercise equipment, play structures, gathering/picnic
22 and BBQ area, and improve existing pedestrian access points on the Property ("the Grant"),
23 and the Board of Supervisors appropriated the Grant funds for the Department as a budget
24 line item in the Fiscal Year 2018-2019, Fiscal Year 2019-2020 Annual Appropriation
25 Ordinance No.181-18; and

1 WHEREAS, The Department entered into a Grant Contract with the California
2 Department of Parks and Recreation, which is on file with the Clerk of the Board under File
3 No. 210873 and which is hereby declared to be part of this Resolution as if set forth fully
4 herein; and

5 WHEREAS, The Grant Contract currently states that the Department shall complete
6 the improvements by June 30, 2021, but the Department is seeking an amendment to extend
7 the period to complete construction through June 30, 2022; and

8 WHEREAS, The Grant Contract requires the City to agree to operate and maintain the
9 project site as public open space in perpetuity, unless the Secretary of the Interior approves
10 the conversion of the project site to some other use; and

11 WHEREAS, As a condition of receiving the grant, the California Department of Parks
12 and Recreation requires the City to record a declaration of restriction to ensure that the
13 Property is used for a purpose consistent with the Grant in perpetuity; and

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

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

17 RESOLVED, That the Board of Supervisors retroactively authorizes the General
18 Manager of the Recreation and Park Department to enter into the Grant Contract; and

19 FURTHER RESOLVED, That the Board of Supervisors authorizes the Recreation and
20 Park Department General Manager to amend the contract to extend the period to complete
21 construction to June 30, 2022, and also authorizes any further modifications and amendments
22 to the Grant Contract, including to any of its exhibits, and authorizes the General Manager of
23 the Recreation and Park Department to execute further agreements and instruments related
24 to the Project, that the General Manager determines, in consultation with the City Attorney,
25 are in the best interests of the City and do not materially increase the obligations or liabilities

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

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

6 FURTHER RESOLVED, That the Board of Supervisors authorizes the General
7 Manager of the Recreation and Park Department, or his or her designee, to record a
8 Declaration of Restriction against the Assessor's Parcel Block No. 5420, Lot No, 001
9 providing the restrictions contained in the Grant Contract will in perpetuity.

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11 Recommended:

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13 _____ /s/

14 General Manager

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State of California - Natural Resources Agency
 Department of Parks and Recreation
GRANT CONTRACT
 Land and Water Conservation Fund
 Competitive

RECEIVED
 APR 08 2019
 OFFICE OF GRANTS
 & LOCAL SERVICES

GRANTEE City & County of San Francisco
 PROJECT TITLE BAYVIEW PARK IMPROVEMENT PROJECT PROJECT NUMBER 06-01813

GRANT PERFORMANCE PERIOD is from September 24, 2018 thru June 30, 2021

The GRANTEE agrees to the terms and conditions of this contract, hereinafter referred to as AGREEMENT, and the State of California, acting through its Liaison Officer pursuant to the program named above, and agrees to fund the total State grant amount indicated below. The GRANTEE agrees to complete the GRANT SCOPE as defined in the GRANT SCOPE/Cost Estimate Form of the APPLICATION filed with the State of California referenced by the project number indicated above.

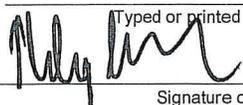
PROJECT DESCRIPTION

Construct a new physical fitness path, exercise equipment, play structures, gathering/picnic and BBQ area, and improve existing pedestrian access points within Bay View Playground in the City of San Francisco.

Total State Grant not to exceed \$375,225.00 (or 50% of the total project, whichever is less.)
 Rate of Reimbursement 49.73%

City & County of San Francisco
 Grantee

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

By Philip A. Ginsburg
 Typed or printed name of Authorized Representative

 Signature of Authorized Representative

STATE OF CALIFORNIA
 DEPARTMENT OF PARKS AND RECREATION
 By Barbara Baker
 Date 5/2/19

Address _____
 Title General Manager, Recreation and Park Department
 Date March 21, 2019

CERTIFICATION OF FUNDING

Program 2855036 (P)

CONTRACT NO C8962001	AMENDMENT NO	CALSTARS VENDOR NO. <u>810#</u> 4000003038-02 <u>0000007690</u>		PROJECT NO. 06-01813
AMOUNT ENCUMBERED BY THIS DOCUMENT \$375,225.00	FUND. Federal Trust Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT	ITEM 3790-101-0890	CHAPTER 14/17	STATUTE 17	FISCAL YEAR 2018/19
TOTAL AMOUNT ENCUMBERED TO DATE \$375,225.00	INDEX. 1091 <u>37900091</u>	OBJ. EXPEND 702 <u>5432000/0</u>	ACTIVITY CODE 69011	PROJECT / WORK PHASE 091012-00
T.B.A. NO.	I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.			
B.R.. NO.	ACCOUNTING OFFICER'S SIGNATURE <u>Boles</u> <u>Dahl</u>		DATE. <u>5/2/19</u>	

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
Land and Water Conservation Fund
Grant Contract Provisions

Part I - Definitions

- A. The term "NPS" or "Service" as used herein means the National Park Service, United States Department of the Interior.
- B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual.
- D. The term "project" as used herein means a Land and Water Conservation Fund grant which is subject to the project agreement and/or its subsequent amendments.
- E. The term "State" as used herein means the State or Territory which is a party to the project agreement, and, where applicable, the political subdivision or public agency to which funds are to be transferred pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the recipient political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it is to apply solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.
- F. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

Part II - Continuing Assurances

The parties to the project agreement specifically recognize that the Land and Water Conservation Fund project creates an obligation to maintain the property described in the project agreement and supporting application documentation consistent with the Land and Water Conservation Fund Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of assistance will use monies granted hereunder for the purposes of this program, and that assistance granted from the Fund will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that assistance from the Fund will be added to, rather than replace or be substituted for, State and local outdoor recreation funds.

- A. The State agrees, as recipient of this assistance, that it will meet the following specific requirements and that it will further impose these requirements, and the terms of the project agreement, upon any political subdivision or public agency to which funds are transferred pursuant to the project agreement. The State also agrees that it shall be responsible for compliance with the terms of the project agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply with the terms of this agreement.

B. The State agrees that the property described in the project agreement and the NPS signed and dated project boundary map made part of that agreement is being acquired or developed with Land and Water Conservation Fund assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The Secretary shall approve such conversion only if it is found to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location pursuant to Title 36 Part 59.3 of the Code of Federal Regulations. This replacement land becomes subject to Section 6(f)(3) protection. The approval of a conversion shall be at the sole discretion of the Secretary, or his designee.

Prior to the completion of this project, the State and the Director may mutually alter the area described in the project agreement and the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded Section 6(f)(3) protection as Fund reimbursement is provided.

In the event the NPS provides Land and Water Conservation Fund assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation uses as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the Service of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and program regulations. The provisions of this paragraph are also applicable to: leased properties acquired and/or developed with Fund assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the Service; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the Service.

C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion-of-use request as described in Section II.B above.

D. The State agrees to comply with the policies and procedures set forth in Manual. Provisions of said Manual are incorporated into and made a part of the project agreement.

E. The State agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (Title 36 Part 59 of the Code of Federal Regulations).

F. The State agrees that a permanent record shall be kept in the participant's public property records and available for public inspection to the effect that the property described in the scope of the project agreement, and the signed and dated project boundary map made part of that agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary of the Interior.

G. Nondiscrimination

1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in the Civil Rights Assurance appearing at Part III-I herein.

2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in the Manual.

Part III - Project Assurances

A. Applicable Federal Circulars

The State shall comply with applicable regulations, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal funds for this federally assisted project, including:

- OMB Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments;
- 43 CFR Part 12, Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior;
- A-87, Cost Principles for State, Local, and Indian Tribal Governments; and
- A-133, Audits of States, Local Governments, and Non-Profit Organizations.

B. Project Application

1. The Application for Federal Assistance bearing the same project number as the agreement and associated documents is by this reference made a part of the agreement.

2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as

the official representative of the State to act in connection with the application and to provide such additional information as may be required.

3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

C. Project Execution

1. The project period shall begin with the date of approval of the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner in which event the project shall end on the date of completion or termination.

2. The State shall transfer to the project sponsor identified in the Application for Federal Assistance or the Description and Notification Form all funds granted hereunder except those reimbursed to the State to cover eligible administrative expenses.

3. The State will cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be prosecuted to completion with reasonable diligence.

4. The State will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480) and DOI Section 504 Regulations (43 CFR Part 17). The State will be responsible for conducting inspections to insure compliance with these specifications by the contractor.

5. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.

6. In the event the project covered by the project agreement, cannot be completed in accordance with the plans and specifications for the project; the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or his designee.

7. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.

8. The State will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement.

9. The State will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution, and Executive Order 11990 relating to the protection of wetlands.

10. The State will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

11. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

12. The State will comply with "Minority Business Enterprises" and "Women's Business Enterprises" pursuant to Executive Orders 11625 and 12138 as follows:

- (1) Place minority and women business firms on bidder's mailing lists.
- (2) Solicit these firms whenever they are potential sources of supplies, equipment, construction, or services.
- (3) Where feasible, divide total requirements into smaller needs, and set delivery schedules that will encourage participation by these firms.
- (4) The Department of the Interior is committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness.

The National Park Service Regional Offices will work closely with the States to ensure full compliance and that grant recipients take affirmative action in placing a fair share of purchases with minority business firms.

13. The State will comply with the intergovernmental review requirements of Executive Order 12372.

D. Construction Contracted for by the State Shall Meet the Following Requirements:

1. Contracts for construction shall comply with the provisions of 43 CFR Part 12 (Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior).
2. No grant or contract may be awarded by any grantee, subgrantee or contractor of any grantee or subgrantee to any party which has been debarred or suspended under Executive Order 12549. By signing the LWCF agreement, the State certifies that it will comply with debarment and suspension provisions appearing at Part III-J herein.

E. Retention and Custodial Requirements for Records

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained in accordance with 43 CFR Part 12 for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved.
2. The retention period starts from the date of the final expenditure report for the project.
3. State and local governments are authorized to substitute copies in lieu of original records.
4. The Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the State and local governments and their subgrantees which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.

F. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the Service.
2. The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement.
3. The Director may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the Service under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Director or State may terminate grants in whole, or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the noncancelable obligations, properly incurred by the GRANTEE prior to termination.
5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the National Park Service be returned.

G. Lobbying with Appropriated Funds

The State must certify, for the award of grants exceeding \$100,000 in Federal assistance, that no Federally appropriated funds have been paid or will be paid, by or

on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding, extension, continuation, renewal, amendment, or modification of this grant. In compliance with Section 1352, title 31, U.S. Code, the State certifies, as follows:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

H. Provision of a Drug-Free Workplace

In compliance with the Drug-Free Workplace Act of 1988 (43 CFR Part 12, Subpart D), the State certifies, as follows:

The grantee certifies that it will or continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of a grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The State must include with its application for assistance a specification of the site(s) for the performance of work to be done in connection with the grant.

I. Civil Rights Assurance

The State certifies that, as a condition to receiving any Federal assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the

applicant. THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and subrecipients and the person whose signature appears on the grant agreement and who is authorized to sign on behalf of the Applicant

J. Debarment and Suspension

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The State further agrees that it will include the clause "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" appearing below in any agreement entered into with lower tier participants in the implementation of this grant. Department of Interior Form 1954 (DI-1954) may be used for this purpose.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this application that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application.

K. Hold Harmless

The Grantee shall indemnify the State of California and its officer, agents and employees against and hold the same free and harmless from any and all claims, demands, damages, losses, costs, and/or expenses of liability due to, or arising out of, either in whole or in part, whether directly or indirectly, the organization, Development, construction, operation, or maintenance of the Project.

RECORDING REQUESTED BY:
California Department of Parks and Recreation
Office of Grants and Local Services

WHEN RECORDED MAIL TO:
Office of Grants and Local Services
PO Box 942896
Sacramento, CA 94296-0001
Attn: Anne Davigeadono

Assessor's Parcel No. 5420, Lot No. 001

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

DECLARATION OF RESTRICTION

I. WHEREAS, the City and County of San Francisco (hereinafter referred to as "Owner(s)") is/are recorded owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference (hereinafter referred to as the "Property"); and

II. WHEREAS, the California Department of Parks and Recreation (hereinafter referred to as "DPR") is a public agency created and existing under the authority of section 5001 of the California Public Resources Code (hereinafter referred to as the "PRC"). And

III. WHEREAS, Owner(s) (or Grantee) applied to DPR for grant funds available pursuant to the Land and Water Conservation Fund, Competitive Program to Construct a new physical fitness path, exercise equipment, play structures, gathering/picnic and BBQ area, and improve existing pedestrian access points on the Property; and

IV. WHEREAS, on July 1, 2017, DPR's Office of Grants and Local Services and the National Park Service approved Grant 06-01813, (hereinafter referred to as "Grant") to Construct a new physical fitness path, exercise equipment, play structures, gathering/picnic and BBQ area, and improve existing pedestrian access points on the Property, subject to, among other conditions, recordation of this Declaration of Restriction on the Property; and

V. WHEREAS, but for the imposition of the Declaration of Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the Land and Water Conservation

Fund, Competitive Program and the funds that are the subject of the Grant could therefore not have been granted; and

VI. WHEREAS, Owner(s) has/ve elected to comply with the Declaration of Restriction of the Grant, so as to enable Owner(s), to receive the Grant funds and perform the work described in the Grant;

NOW, THEREFORE, in consideration of the issuance of the Grant funds by DPR, the undersigned Owner(s) for himself/herself/themselves and for his/her/their heirs, assigns, and successors-in-interest, hereby irrevocably covenant(s) with DPR that the condition of the grant (set forth at paragraph(s) 1 through 5 and in Exhibit B hereto) shall at all times on and after the date on which this Declaration of Restriction is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof.

1. DURATION. (a) This Declaration of Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest for the period running from September 24, 2018 through perpetuity.

2. TAXES AND ASSESSMENTS. It is intended that this Declaration of Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.1 of the California Revenue and Taxation Code or successor statute. Furthermore, this Declaration of Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

3. RIGHT OF ENTRY. DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Declaration of Restriction will be deemed a violation and a breach hereof. DPR may pursue

any and all available legal and/or equitable remedies to enforce the terms and conditions of this Declaration of Restriction. In the event of a breach, any forbearance on the part of DPR to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

5. SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

Dated: _____, 20 ____

Business Name (if property is owned by a business): _____

Owner(s) Name(s): _____

Signed: _____

Signed: _____

PRINT/TYPE NAME & TITLE OF ABOVE
(GRANTEE'S AUTHORIZED REPRESENTATIVE)

PRINT/TYPE NAME & TITLE OF ABOVE
(ADDITIONAL SIGNATURE, AS REQUIRED)

****NOTARY ACKNOWLEDGEMENT ON THE NEXT PAGE****

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

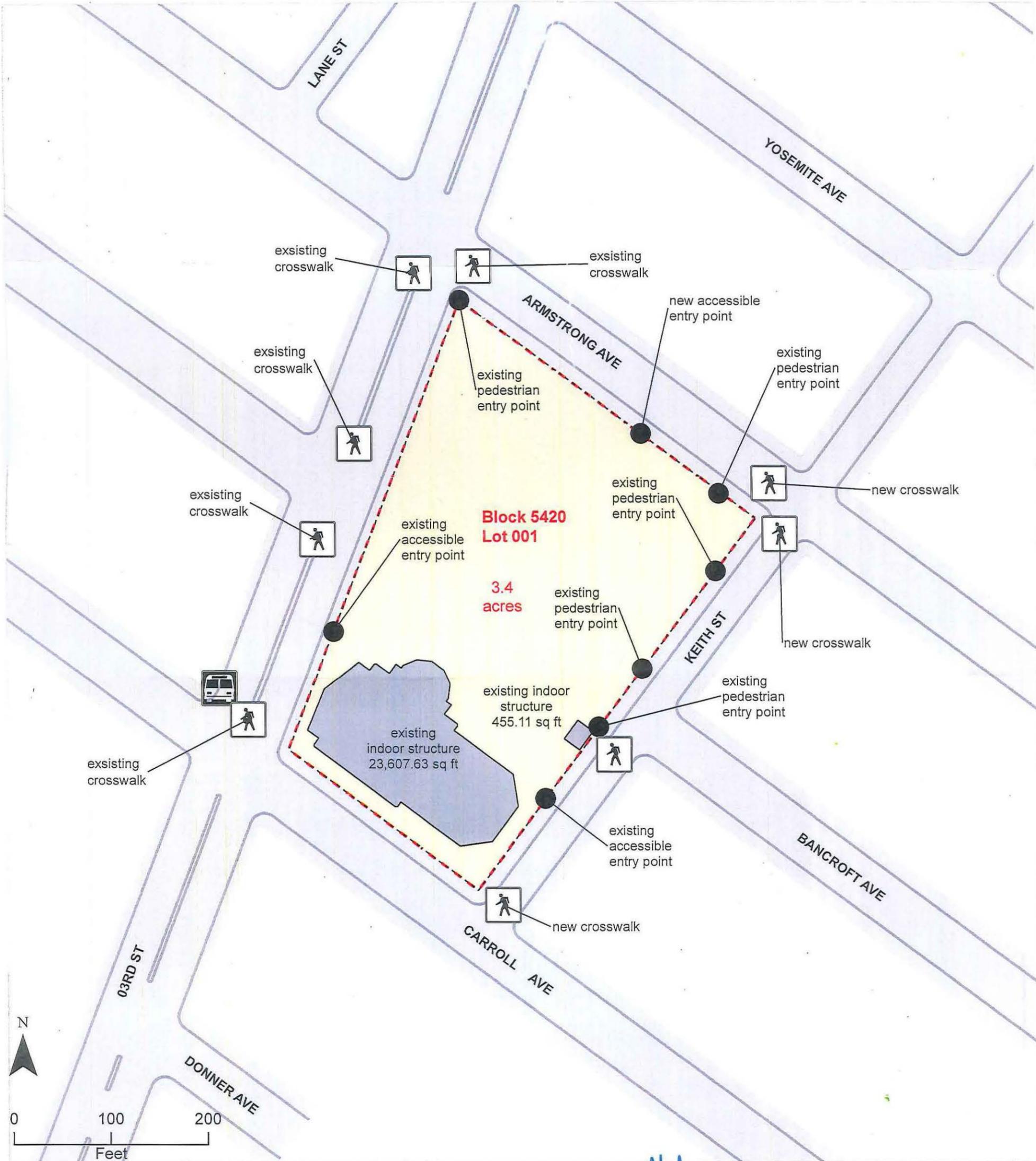
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

LWCF Section 6(f)(3) Boundary Map for Bay View Playground, San Francisco Recreation and Park Department, (LWCF project number _____), in the County of San Francisco



1 inch = 100 feet

Map Prepared on Wednesday, April 13, 2016

- Entry Point
- ☒ Existing Indoor Structure (King Swimming Public Pool, Restroom)
- ☒ Crosswalk
- ☒ Parcel Boundary
- ☒ Bus Stop
- ☒ Boundary of land to be protected

Melissa M
 (name of Applicant Agency)
 Authorized in Representative

3/25/2018
 Date

CA Dept of Parks and Recreation

Date

National Park Service

Date

This map is not binding until it is signed by NPS when the final GRANT payment is approved by NPS. If there was a previous LWCF PROJECT(S) completed at the same PARK SITE, then the GRANTEE, OGALS, and NPS will review the Section 6(f)(3) BOUNDARY MAP for the new LWCF PROJECT.

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Section 1: Application Summary Criteria

Applicant: San Francisco Recreation and Park Department (RPD)

Project Name: Bay View Park Improvement Project

Project Address: 3rd Street and Armstrong, San Francisco, CA 94124

Grant Request Amount: \$375,225

Applicant's Grant Administration Contact Information:

Toni Moran, toni.moran@sfgov.org, 415 581-2555, 30 Van Ness Avenue, Suite 3000, San Francisco, CA 94102.

Criteria Summary

1. Unmet Need and Project Benefits

- A. Need: Why is the project a high priority to serve neighborhood residents by creating a new outdoor recreation opportunity that is currently not available within the project's ½ mile radius?

Bay View Park encompasses an entire city block representing 3.4 acres. It has a grassy field area, a baseball diamond, picnic area and a play structure. Located within the park is an indoor swimming complex with two indoor pools. Historically, the park was a community hub, attracting residents from all over the Bayview Hunters Point area to picnic in the grass, play organized sports, watch children play outdoors and engage in indoor water activities.

Now Bay View Park is an under-used. This community asset with great potential to provide recreational services to this high needs community. The playground and park has not been fully renovated since 1989. The picnic is poorly located on the edge of the ballfield and cannot accommodate the larger social events desired by the community. The outdated play structure and worn playground safety surfacing is unappealing for children play. The damaged athletic field discourages use of this valuable recreation space. The heavy steel fencing and trees on the southeast side of the park obstruct the view of this area and has become an area for loitering. Overall, the lack of park usage has resulted in vagrancy, vandalism, littering, and illegal dumping. This discourages women, children, and seniors from visiting the park and has created blight conditions in a community already struggling with economic, health and social issues.

This concerns the Bayview community who relies heavily on this park to provide passive and active recreation for their residents. This park deficient community has only .57 acres of open space per 1,000 residents and the neighborhood housing stock, like other many San Francisco neighborhoods, lacks sufficient private open space. These city-wide conditions have increased the importance of public open space in our city because our parks are the only places where families can gather to celebrate birthdays, graduations, and other major family and cultural events.

The Bayview community faces also tremendous health issues and has the highest rates of childhood asthma, diabetes hospitalizations, obesity and obesity-related disease when compared with the rest of SF neighborhoods (www.sfhip.org). Bay View Park provides a place where these residents can get outside and exercise and socialized with neighbors. Bay View Park represents a space with much more potential for usage than currently exists. The park is located within walking distance of Armstrong Senior Apartments, Armstrong Townhomes, the Third Street Youth Clinic, the Southeast Health Center and community health services. With housing and health complexes and easily accessible by public transportation, the community envisions the park serving as part of the "Health Hub" by providing opportunities for residents to get exercise. Through leveraged efforts and resources from local organizations and public engagement, more children and family-based activity have already been scheduled at the park and several small park improvement projects implemented with volunteers.

B. Benefits: Describe how the project meets one or more priorities of California's 2015 Statewide Comprehensive Outdoor Recreation Plan (SCORP)

The project will meet the following SCORP priorities:

#1 Increase park access for Californians including residents in underserved communities. A. Encourage park development within a half mile of park deficient neighborhoods to provide easier access. Bay View Park is located in a park deficient neighborhood with only .57 acres of open space per 1,000 residents as indicated in the California State Parks LWCF Service Report Project ID: 2101.

#2 Give Priority to projects that address unmet park and recreation needs, with emphasis on proposals to:

a. Renovate existing outdoor facilities within existing parks not currently under federal 6(f)(3) protection. The park is currently not under 6(f)(3) protections.

b. Provide community space for healthy lifestyles, children play areas, environmental justice, and cultural activities. The Project includes a physical fitness path with interval markers to encourage tracking distance. Measuring walking distance can help a person develop an exercise program that's effective for losing weight and increasing your aerobic fitness for maximum results. The project also includes various upper and lower body exercise equipment that is accessible and benefit to user groups of all ages. Providing access within the walking path allows a user to develop a formal exercise program. The proposed project include replacing outdated play structure with a modern play structure that will promote creative play and attract users. In terms of environmental justice, the park is located in one of the most disadvantaged communities in the city that suffers from disproportionate amount of poverty, pollution, and crime. Minority groups in San Francisco have a high average park usage and the 2015 San Francisco City Survey indicated that 66 percent of the residents from District 10 use the

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Rev. May 5, 2016

park once a month. Thus the proposed project will be addressing environmental justice by provide recreation services to these minority communities.

c. Engage community residents during the project concept and design process. As described in the Project Engagement and Participation section, the community spearheaded the public outreach working with other community based organization and a number of innovative approaches to recruiting participation from the community and determining their priorities for the park.

2. Type of Project

Use the following format to identify the type of project by checking the appropriate field below based on what will be accomplished with the grant and match.

Type of PROJECT	Check appropriate field	Points
Acquisition to create a new park	<input type="checkbox"/>	10
Development to create a new park	<input type="checkbox"/>	8
Acquisition to expand an existing park	<input type="checkbox"/>	6
Development to improve an existing park	X	4

3. Acreage placed under new 6(f)(3) protection

Provide information about the amount of park acreage that will be placed under 6(f)(3) protection, and is not currently under 6(f)(3) protection, if the grant is awarded by using the chart below:

Acreage to be placed under <u>new</u> 6(f)(3) protection
3.4

Note: California’s 2015 SCORP includes a priority of placing land under 6(f)(3) protection.

4. Population Density

Use the LWCF Fact Finder available at www.parks.ca.gov/grants to identify the total population within the ½ mile radius of the project site.

Fact Finder Population – Based on ½ mile radius of project site
11,778

5. Underserved Population

Provide information about the underserved population by providing the per capita income from the same LWCF Fact Finder Report used for Project Selection Criteria #4.

Per Capita Income of the ½ mile radius of the project site
\$20,611

Section 2: NPS EVALUATION CRITERIA

Project Narrative

Project Overview -The City and County of San Francisco (“City”) has 852,469¹ residents living within 47 square miles—equal to 17,397 residents per square mile – making it second only to New York City in population density. The City lacks sufficient open space to meet the recreational needs of its residents. With very limited undeveloped land in the City boundaries, renovating and rehabilitating existing park land is often the City’s only solution to providing new recreational opportunities to our residents.

The proposed Outdoor Recreation Legacy Partnership Project, Bay View Park (“Project”) is located at 3rd Street and Armstrong Street in San Francisco’s District 10 Bayview neighborhood. The park site encompasses an entire city block and within the park is indoor pool complex that is not part of this project. The park currently has the following park feature: a little league baseball diamond and field, a play structure, picnic area, concrete benches, and redundant pathways. The site constrained by development and active roadways on all sides and the pool complex on the southeast side. Social constraints include concerns for public safety due to high level of violent crime in the neighborhood. According to the 2015 San Francisco City Survey, younger residents and families of District 10 are more likely to feel unsafe during the day and nighttime hours. Loitering adults, from the adjacent methadone clinic, that gather around the outside of the park further discouraging public use of the park.

The playground has not been fully renovated since 1989 and it’s outdated play structure and worn playground safety surfacing is unappealing for play. The poorly placed picnic area, on the edge of the athletic field, cannot accommodate larger groups associated with special events. The black steel fencing and trees on the southeast side of the park

Source: ¹ U.S. Census Bureau , ACS Demographic and Housing Estimates, 2009-2013 American Fact-finder Survey,

creates visual obstruction. The athletic field is damaged and prevents use form organized sports groups. The park's current pathway and entry layouts creates circulation issues, and the park lacks recreation options for seniors.

Although the Project is located in a park deficient neighborhood, with only .57 acres of open space available per 1,000 residents and is the neighborhood park serving 11,778 residents ², Bay View Park is an underused. The lack of use has created an empty park that is magnet for undesirable activities, include vagrancy, vandalism, littering, and illegal dumping. These activities lead to littering and blight in this disadvantaged community. Lack of sufficient lighting makes the park seem unsafe during early morning and early evening hours.

This community asset has great potential to provide recreational opportunities to meet the current and growing needs of this neighborhood. The current scope of work with secured funding will allow us to replace the existing children's playground, install physical fitness path along south, west, and north side of athletic field, and purchase exercise equipment. With ORLP Grant funds we could really make a difference in in this community and provide the full scope is detailed below:

- Create Physical fitness path - 1,500 linear feet perimeter path with visual marker that denote start and distance intervals.
- Install exercise equipment (two-person wheelchair accessible chest press, two person static combo two level horizontal bars, horizontal ladder, and parallel bars at four (4) stations along new physical fitness path.
- Activate Keith Street entrance, and improve two (2) existing pedestrian access points.
- Replace play structures, replace playground resurfacing with artificial turf, and expand the footprint of the children's play area.
- Relocate gathering/picnic area and install four (4) picnic tables and two (2) BBQ, and grade the area to allow for special events.
- Renovation of field and sprinkler system by replacing damaged valve heads, regrading areas, and hydro-seeding as needed.
- Replace some existing light poles with efficient and focused path lighting with allowance permits.

Project construction documents for picnic area and playground will be initiated in May 2016 and completed by November 2016. Specific elements funded by ORLP will be listed as alternates in the construction contract, so they can be added to the contract, reducing the need to prepare two construction contract bid packages. The project is expected to start construction in the summer of 2017 and completed by June 2018, with project full close-out in December 2018.

² Community Factfinder report Project ID number 2101

Improving physical and recreational access and addressing recreational deficiencies:

As stated above, the Project is located in a park deficient neighborhood, with only .57 acres of open space available per 1,000 residents. Within a ½ mile of the Project, there are 11,778 residents.³ The San Francisco Recreation and Park Department (RPD) strongly believe the combined park features will greatly increase recreation options for the children, adolescents, young and elderly and transform the park into the community recreation center. The Project will improve recreational access by constructing a walking/running path along the south, west, and north sides of the athletic field, encircling ¾ of the park. The path will be marked at intervals so users can calculate the distance walked. Another new recreation feature is the adult exercise equipment to be located on concrete pads along the physical fitness. The physical fitness path and exercise equipment brings a social, multi-generational element to the park since it can be used by teenagers, adults, and seniors, and can benefit both fitness enthusiasts and the casual user. At least one unit will be an ADA-Accessible for those in wheelchairs. Adults with younger children indicated that they would use the walking path and exercise equipment while their children use the new play structures or participate in field sports.

Also, the physical fitness path is just feet from Armstrong Senior Apartments and Armstrong Townhomes, and the Carroll and 3rd Light Rail Station, thus providing easy access to residents who live at the farther ends of the service area.

The expanded Children's play area and athletic field improvements will reactive these portions of the park and provide children and youth recreation opportunities within walking distance of their homes. Activating the field with organized sports will also draw more residents to the park and provide another opportunity for the community interact among each other. The Project's location adjacent to the Martin Luther King (MLK) Pool could also attract residents from the larger Bayview neighborhood for planned pool and park days. Overall, residents agree that bringing in more families and seniors into the park for exercise and play, will increase the number of users and create a greater sense of community and stewardship. We have witness time and again that when there are families and park users present in the park more often, the incidents of loitering, vandalism and graffiti are greatly reduced⁴. These recreational features also support the Bayview "Health Eating Active Living (**HEAL**) Zone" program. HEAL Zone is a community project funded by Kaiser Permanente with the goal of working with the Bayview community so that these residents may eat better and get more active.

Other neighborhood parks that serve the greater Bayview Community include Gilman Playground, located approximately ½ mile and Hilltop Park, approximately 3.4 mile for

³ Community Factfinder report Project ID number 2101

⁴ Interview with Robert Watkins, Park Service Area Manager, April 8, 2016

the project site. Hilltop Park is undergoing a \$6M renovation sponsored by the Trust for Public Land with major funding from the California State Parks Department and the California Housing and Community Development Department. Hilltop Park serves a population of 12,683 (1/2 mile radius) and site includes a playground, skate park, picnic area, and walking paths. Gilman Park is having a \$1.8 M renovation, funded by the City’s 2012 General Obligation (GO) bond funding. With the ORLP grant, Bay View Park can be brought up to the caliber of parks in other city neighborhoods.

Improving recreation service to priority target groups for this competition:

Even as one of the wealthiest cities in the nation, San Francisco still consist of neighborhoods that are affected by social and economic disparities. The Bayview neighborhood is one of San Francisco most disadvantaged neighborhood, with a history of poverty, violence, and blight. The influx of liquor and fast food restaurants contribute to the prevalence of cancer, diabetes, heart disease and asthma among the residents of this community. The Bayview neighborhood is home to a very diverse population with 95.8% racial minorities, including 30.2% African American, 27.9% Asians/Pacific Islander, and 32.6% Latino or Hispanic origin (see Table 1.)

Table 1 - Demographic Data for Bay View Neighborhood, San Francisco, California, and the United States				
	Bay View ¹	San Francisco ²	State of California ²	National ²
Population	10,866	852,469	38,802,500	318,857,056
Whites	3.4%	41.9%	73.2%	77.4%
African-Americans	30.2%	5.8%	6.5% ²	13.2%
Asians	27.9%	34.9%	14.4% ²	5.4%
Hispanic/Latinos	32.6%	15.3%	38.6% ²	17.4%
Percent Minority	95.8%	58.9%	59.9% ²	26.8 %

Sources:¹ 2010 US Census Tracts 232,233, 234 ²
WWW.Census.Gov/quickfacts/table/PST045214/06.06075.00

Poverty – The Bayview Hunters Point area is one of five districts in the Bay Area that have a concentration of “extreme poverty,” with 39% of the residents living below 200% of the Census poverty threshold. Furthermore, more than 30% of the children in Bayview neighborhood are living in poverty.⁵ African-Americans and Hispanics

⁵ American Community Survey, 2010 - 2014

represent the highest population in this Zip Code Area and these racial groups are generally twice more likely to be among the working poor than were Whites and Asians’.

Unemployment – The neighborhood also experiences higher rates of unemployment when compared to the citywide average Bayview’s unemployment rate of 16% is more than four times higher in comparison to San Francisco’s average unemployment rate of 3.5% and three times higher than the National Average of 5.3% .

Table 2 - Income and Earning Data for Bayview Hunters Point, San Francisco, California, and the United States ⁱ

	BVHP	San Francisco	California	National
Median Household Income	\$43,151 ¹	\$70,040 ¹	\$61,094 ²	\$53,046 ²
Poverty Rate	22.2% ³	13.8% ²	16.4% ²	14.8% ²
Unemployment	16% ³	3.5% ⁴	6.1% ⁶ ⁴	5.3% ⁴

Sources: ¹ www.sfindicatorproject.org/neighborhoods/compare. ² US Census Quickfacts Beta, California (V2014) ³. US Census, American Factfinder, 2009-2013 American Community 5-year estimates, 2013 Poverty Status in the Past 12 Months ⁴ Bureau of Labor Statistics, Tuesday, July 14, 2015 (Unemployment Rates for States Monthly Rankings Seasonally Adjusted Aug. 2015) U.S. Bureau of Labor Statistics, Current Population Survey (CPS), Annual Social and Economic Supplement (ASEC).

Education Attainment - The BVHP has one of the lowest levels of educational attainment in San Francisco, with 29.6% of residents having no high-school diploma compared to 14.4% citywide.⁷

Crime- Violent crime, murder and property damage exceed the City and National Average. Bayview Hunters Point Neighborhood experienced approximately 106 offenses per 1,000 residents, which is more than twice as much as the citywide average of less than 51 offenses per 1,000.⁸ Community violence also impacts the perceived safety of a neighborhood, inhibiting social interactions and adversely impacting on social cohesion. Parental concerns about neighborhood crime strongly influence their willingness to allow their children to actively commute (e.g. walk or bike) to school, influencing children’s levels of physical activity. The areas is also perceived to be unsafe with between 54% and 66% of the residents feeling safe to walk alone during the day time in this neighborhood. ⁹

⁷ San Francisco Indicator Project, Bayview Neighborhood.

⁸ San Francisco Police Department, 2010-2011

⁹ City and County of San Francisco, Department of the Controller - City Services Auditor. 2011 City Survey.

Project Engagement and Participation:

The Project is the result of extensive public outreach sponsored and implemented by a collaboration of community-based organization from the Bay View neighborhood. Since June 2012, Bayview HEAL Zone, a community-based organization (CBO), has been diligently working to increased city and community investment in Bay View Park. Bayview HEAL worked in collaboration with Parks 94124, a Park Advocacy CBO, on the development strategies to get Bayview residents involved in the park planning, including surveys (see Attachment 1 – Survey and Letters of Support), meetings and special events. Two “Outdoor Dinner and Movie Night” events were held in coordination with 13 community-based organizations, with great success. The second movie night held September 2013, had over 200 people in attendance and created a buzz among long-time residents about the park project.

The Bayview HEAL Zone distributed fliers in the neighborhood, tabled at community events and utilized community networks to disburse information. The HEAL Zone engaged residents by collecting surveys about what people would like to see at Bay View Park. 130 surveys were collected during outreach and at the movie night. Surveys confirmed that there was an interest in different park improvements like better lighting, playground replacement, native plant gardens, and a walking path and more events and activities at the park. The CBO’s also engaged over 60 Carver Elementary students to gather information about what they would prefer in a playground

Through this process there was growing interest and momentum to start Friends of Martin Luther King Jr. (MLK) Park who held public meetings in November 2013 and March 2014. December 2014 through February 2015, outreach to community leaders was also conducted to gather feedback on park improvements and gauge their interested in using the park. Through this, HEAL Zone learned that these organizations could greatly utilize the improved playground and walking path. The Cornerstone Missionary Baptist Church, Third Street Youth Clinic, 5800 Home Owners Association, and more organizations welcomed the changes and have expressed interest in help the Friends of MLK. The surveys and outreach helped the CBO’s identify the resident’s priorities (Attachment 1). The residents were adamant that funding for a physical fitness walking/running path and new children’s play equipment be the top priority followed by the renovation of the picnic area, field improvements and better lighting.

The San Francisco Recreation and Park Department (RPD) became actively involved with the capital Project when the Bayview Heal/Friends of MLK applied for and was awarded a Community Opportunity Fund Grant in late 2014. This highly competitive grant is funded by the 2012 Clean and Safe Neighborhood Park Obligation Bond and community outreach and stewardship are key to a successful application. The COF grant program provides a professional cost estimator to confirm proposed project cost estimate prior to awarding the grant. The Project grant award, \$301,836, was presented at the RPD Capital Committee meeting on November 5, 2014 and RPD Commission

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Meeting on November 20, 2014. Both meetings are widely publicized and the public is invited to provide comment. Since award of the grant, an RPD Project Manager has been assigned to the project.

The project has also benefited from Kaiser Permanente consultation on the development of the HEAL Zone and a grant in the amount of \$30,000 for the playground. Greenfield Exercise Equipment recently partnered on the project by providing discounted equipment as part of a grant program. Habitat for Humanity of Greater San Francisco has also supported the project by donating 1,000 labor hours to improving the park. This work resulted in trimming and removal of scrubs to improve visibility and reduce illegal dumping and other undesirable activities.

Innovation and Transformative Attributes:

The park improvements support the Bayview HEAL Zone Community Action Plan (CAP), whose main goal is to help prevent diseases such as diabetes and hypertension that often result from being overweight or obese. As stated earlier in the application, the Bay View Community suffers from health disparities due to various causes included, lack of access to healthy foods and lack of physical activity, often due to public safety concerns. The Bayview HEAL Zone has brought together community residents with a network of partner organizations, including: The Bayview YMCA, BMAGIC, SEFA and SEFA Food Guardians, Bayview Hunters Point Foundation, City of Dreams, University of California San Francisco, Parks 94124, Third Street Youth Services, The Providence Baptist Church, The Cornerstone Missionary Baptist Church, The Boys and Girls Club, and the Black Coalition on AIDS. Through these organization activities and strategies have been developed aimed at making it easy for Bayview residents to make healthy choices and increase physical activity in community settings, such as parks. Ongoing activities are posted at their website.

<http://healzones.org/communities/northern-california/bayview-san-francisco>

The Project will support of the HEAL Zone goal by providing a physical fitness walking/running path that can be used to formalize an exercise program and the creation of a safe walking path for residents to use. The physical fitness path will allow the youth the freedom to engage in a more comfortable and structured exercise activity and serve as a new attraction to the park. For the more mature adult population it is tremendously important to continued physical and social activities. The proposed exercise equipment will provide a wide range of activities that help seniors regain lost agility and increase strength and flexibility. Nationally and internationally, we have seen senior citizens gravitate toward these facilities, reducing isolation experience by the community's aging population by providing the opportunity to socialize while exercising. The equipment will include accessible features for those in wheelchairs too.

Activating the park, will also be transformative for the neighborhood(s) and community in terms of revitalization. Recent landscape work completed by Habitat for Humanity

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volunteer has already reduced the number of homelessness encampments and associated littering. Unusual features in the project design include using artificial turf under the play structure because the turf provides more tactile opportunities for children, incorporating accessible exercise equipment into the physical fitness course, the physical fitness path has interval markers to encourage tracking distance. Measuring walking distance can help a person develop an exercise program that's effective for losing weight and increasing your aerobic fitness for maximum results. The path uses a portion of sidewalk outside of the park, to allow walkers to continue their path of travel without being potentially impacted by baseball activities. Although no LWCF funding will be used in this part of the trail, it will activate this space and reducing loitering and illegal dumping.

The community employment novel solutions to getting community's involvement in the project planning by hosting "Movie and a Dinner Nights". The large amount of community organization involved and their planned programming of the park will make the community more cohesive in the long run. Also, the success of making this Project happen through a grass roots efforts has created much needed momentum to make other improvements in the community at large.

Project's Alignment with California SCORP and other applicable plans:

Bay View Park is consistent with following SCORP priorities: #1 Increase park access for Californians including residents in underserved communities. A. Encourage park development within a half mile of park deficient neighborhoods to provide easier access. Bay View park is located in a park deficient neighborhood with only .57 acres of open space per 1,000 residents as indicated in the California State Parks LWCF Service Report Project ID:2101.

#2) Give Priority to projects that address unmet park and recreation needs, with emphasis on proposals to: a. Renovate existing outdoor facilities within existing parks not currently under federal 6(f)(3) protection. The park is currently not under 6(f)(3) protections. The Project will result in federally protecting 3.4 acres of park land.

#2 b. Provide community space for healthy lifestyles, children play areas, environmental justice, and cultural activities. The Project includes a walking/running path with interval markers to encourage tracking distance and various upper and lower body exercise equipment that benefit to user groups of all ages. This can allow users to develop a formal exercise program. The Project will replace the outdated play structures with a modern structure that promotes creative play. The Project is located in a community mainly comprised of minority population that suffers from disproportionate amount of poverty, pollution, and crime. San Francisco's minority population has high average park usage and about 66 percent of the residents from District 10 use the park at least once a month. Thus the Project will help address some environmental justice issues by providing new recreation opportunities to these community members.

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Rev. May 5, 2016

c. Engage community residents during the project concept and design process. As described in the Project Engagement and Participation section, the community spearheaded the public outreach working with other community-based organization and used a number of innovative approaches to recruiting participation from the community to determine park priorities. The Project’s walking path and exercise equipment will provide active living opportunities that support the Bayview HEAL Zone Community Action Plan (CAP), created by Bayview residents, who main goal is to help prevent diseases such as diabetes and hypertension that often result from being overweight or obese.

Project Readiness:

Describe the status of the planning for the grant project and its readiness to be implemented.

The Project planning is completed. The RPD and San Francisco Public Works (SFPW) has developed a cost estimate and a basic conceptual plan. SFPW will initiate detailed design in May 2016 with construction document completion expected in November 2016. Upon approval of LWCF funds, RPD staff will initiate Section 106 compliance and environmental screening form preparation to inform the final design. The table below provides a proposed timeline for the planned scope of work.

Milestones	Responsible Party	Start Date and End Date
Community Outreach	Bayview HEAL Zone, Friends of MLK Park and its partners	2008 -On-going thru Project Completion
Community Design Workshops	Friends of MLK Park, Community, Architect	Winter 2013- Spring 2014
Creation of Concept Design	GLS Landscape Architect	Spring 2014
Create Construction Documents	RPD and SFPW staff	May 2016 – November 2016
CEQA/ Environmental Screening Form/ Section 106 completion	RPD Staff	April 2016 – November 2016
Modify Construction Documents if necessary	RPD and SFPW Landscape Architect	December 2016 – January 2017
Prepare Bid Package <i>and</i> Advertise Contract	RPD or SFPW	January 2017 – April 2017
Award Contract	RPD or SFPW	June 2017
Issue Notice to Proceed	RPD or SFPW	July 2017
Construction	RPD and SFPW	August 2017 - July 2018
Project Close-out	RPD and SFPW	December 2018

RPD plans to keep the playground and park areas open while athletic field work is completed and vice-a- versa so that the park can continue to provide recreation opportunities for residents during project construction.

Existing Non-Outdoor Recreation - Within the property, is the Martin Luther King Jr. Pool, representing approximately 23,607 square feet of park property. It currently is the main draw to the park as a regional recreation facility serving 78,660ⁱⁱ residents in District 10. The will continue to provide public indoor recreation at the site in perpetuity.

Applicant and Partner Capacity:

Project sponsor's experience: RPD Capital staff is responsible for project development, definition, direction and implementation. The RPD's Capital Improvement Division project manager has expertise in playground renovation and recently completed the Kimball Playground Project that involved providing athletic fields and playground serving San Francisco's Western Addition Neighborhood. SFPW will be subcontracted to perform work in architecture and engineering areas that require specialized skills. RPD Capital Division has successfully managed many large-scale facility renovations using grant funds from federal, state, and local agencies including the Land and Water Conservation Fund program. In the past ten years, RPD Capital Division completed five LWCF funded project and is in the process of implementing two projects.

Project Partners: Bayview HEAL Zone initiated the project in 2012. This CBO has been diligently working to increased city and community investment in the park and is coordinated with 13 other CBO on community outreach and fund raising. This organization will continue to keep the community informed and support community outreach efforts. In general, a vocal public steers the direction of park investment toward their neighborhoods with matching funds secured by donation or professional grant writers. The Bayview neighborhood does not have the resources a wealthier, more educated community would have to present their community needs which means less investment from the private and philanthropic organizations in this project, however, the work done by Bayview Heal Zone and their partner CBO should be applauded. They have successfully secured COF funding and a gift from Kaiser and are actively transforming how this community perceives themselves as leaders.

Property Title: Bay View Park is owned by the City and County of San Francisco and under the jurisdiction of the RPD. The RPD has a budget of \$168,574,123 for Fiscal Year 16-17. Of this amount, \$79,515.425 is dedicated to operations and site maintenance of our park lands.

Grant Management Experience: RPD also has a team of finance and grant management staff with experience with Federal Grant Program funds and special requirements. The RPD has implement Land and Water Conservation Projects at more

than 25 sites since 1966. More recently, the RPD has completed the McLaren Park Connector Trail and the Buena Vista Park Southeast Slope Trail Project using funds from the LWCF Program. The Grant Management team at RPD understand the Federal Section 106 Outreach Requirements, Federal Contracting requirements, and eligible costs. All parks that have received funding from the LWCF program are still providing outdoor recreation opportunities for residents and no Section 6(f)(3) conversion have occurred on protected park properties.

Budget Narrative

Attachment 2 – Provides a detailed line item cost estimate based on current project cost in San Francisco.

Match contributions: Community Opportunity Fund (COF) Grant, Kaiser Gift, and Greenfields Grant. Please note that although the COF is a publically funded program, it is highly competitive and only community organizations can apply for these funds.

Fund Name	Source	Amount/Value	Appropriation Date
COF Grant	2012 CCSF Clean and Safe Neighborhood Park Bond	\$301,835	11/20/2014
In –Kind Project Management & Design Engineering services	2012 CCSF Clean and Safe Neighborhood Park Bond-Match	\$48,893	11/20/2014
Kaiser HEAL Zone Grant	Ross Recreation Play Equipment Credit excl. tax	\$23,385	6/06/2014
Greenfields Outdoor Fitness Equip. Grant	2015 Greenfield Outdoor Fitness Equipment Credit	\$5,176	11/24/2016
Total Match Avao;a;be		\$379,289	

Upon grant award, the City will appropriate funds in the amount of the grant award that will be used to fund the project until LWCF reimbursements are received.

Partner Support and Leveraging:

The HEAL Zone secured a Community Opportunity Fund (COF) in the amount of \$301,835. The COF grant provides funding to community-sponsored project through a very competitive process. The funding source is the City’s 2012 Clean and Safe Neighborhood Park Bond and the program is overseen by committee comprised of members of the public representing various fields. The COF program funds project construction cost and provides technical support in the form of cost estimating, planning and permitting, construction document development, and project management as in-kind services. The program’s intention is to assure that the projects are properly managed from start to finish by providing the experts and support needed to complete the work.

HEAL Zone also secured a private Kaiser Foundation Grant in the amount of \$30,000 that provided seed money for the playground. HEAL Zone has purchased a credit with Ross Recreation in the amount of \$23,385 that will go toward the purchase of play equipment. In addition to these capital contributions, Heal Zone provided \$75,320 in community planning, outreach and park design. Additional volunteer and stewardship contributions in the form of site clean-ups and site programming, valued at \$76,626 has already been donated to this project and \$61,758 in equipment from 2012 to 2016.

The RPD also secured a private grant from Greenfields Outdoor Equipment that provides a 33% match of exercise equipment which allowed the department to increase the number of exercise units. The value of this grant is \$5,176.

The Recreation and Park Commission is in the process of setting up a discretionary funding allocation to the project in the amount of \$75,000 specifically for the public gathering area design and constructions. The LWCF ORLP grant will play an important role in leveraging the previously secured funding to allow the project to fund items that have been eliminated from the original scope due to limited funding. The cost estimate identifies the items funded with LWCF ORLP as alternates

ⁱ 2010 Census data, from U.S. Census Bureau, www.census.gov, unless otherwise noted.

ⁱⁱ San Francisco Socio-Economic Profile / 2005-2009 American Community Survey

This is your LWCF Service Area report for the project you have defined.
Please refer to your Project ID in any future communications about this project.

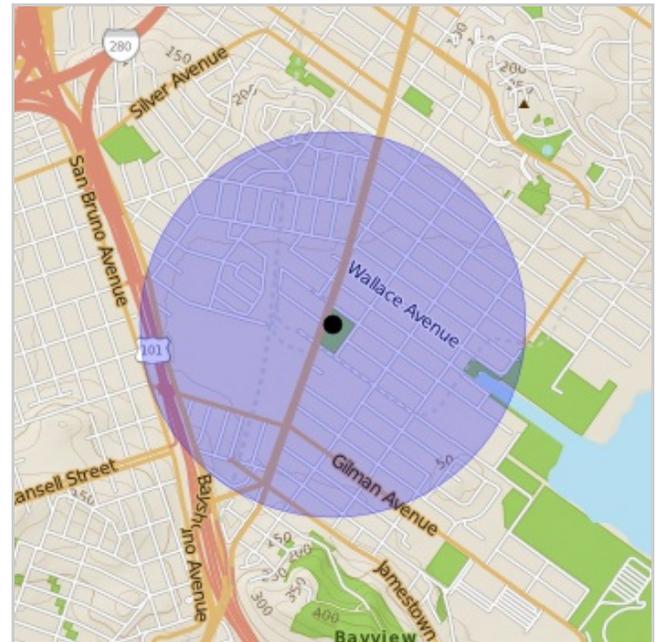
Project Area Statistics

County:	San Francisco
City:	San Francisco
Total Population:	11,778
Margin of Error:	(+/- 1,061)
Per Capita Income:	\$ 20,611
# People Below Poverty:	1,895
Park Acres in Area:	6.66
Park Acres / 1,000 Population:	0.57

Data Sources:

American Community Survey (ACS) 5-year estimates
Parks data from Calif. Protected Areas Database 2013b (Sept. 2013) -
www.CALands.org

Project Area Map



Report Background

The project area statistics have been calculated based on the selected radius (in miles) from the point location of your project. The buffer is referred to as the project service area.

Population and people in poverty are calculated by determining the percent of any block groups that intersect with the service area. The service area is then assigned the sum of all the block group portions. An equal distribution in block groups is assumed.

Per capita income is calculated as a weighted average of the block group values that fall within the service area.

More information on the calculations, and a detailed description of the margin of error are available at:

http://www.mapsportal.org/lwcf/LWCF_Calculation_Documentation.pdf

Parks and park acres are based on best available source information but may not always contain exact boundaries or all parks in specific locations. Parks acreage does not include major lakes or ocean, and may not include recreation facilities where those occupy most of a site. Users can send update information on parks data to:

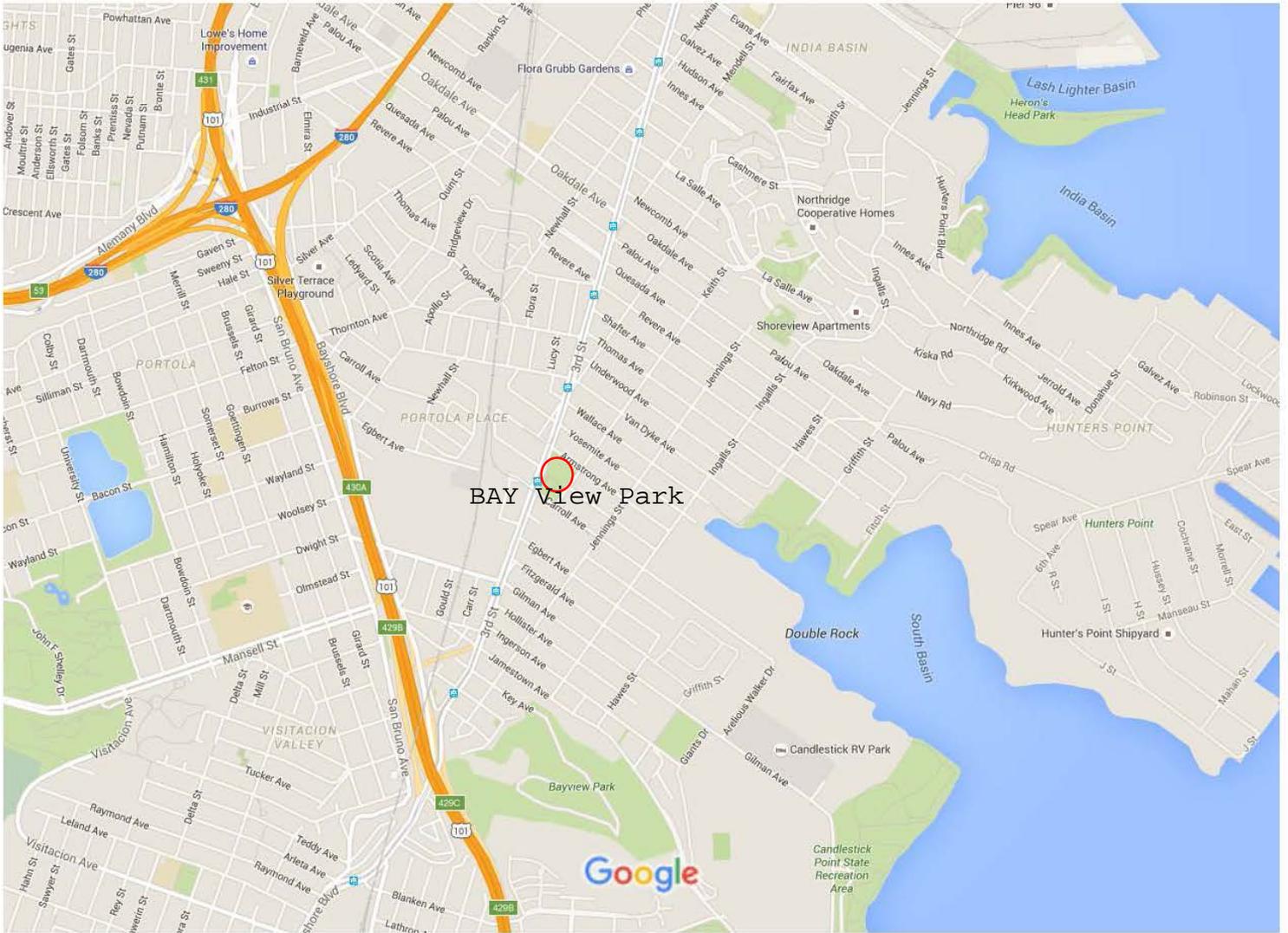
parkupdates@parks.ca.gov



LWCF Service Area Calculator
is a service of the
California Department of Parks and Recreation
www.parks.ca.gov

LWCF Service Area Calculator
created by GreenInfo Network
www.greeninfo.org





Map data ©2016 Google 1000 ft

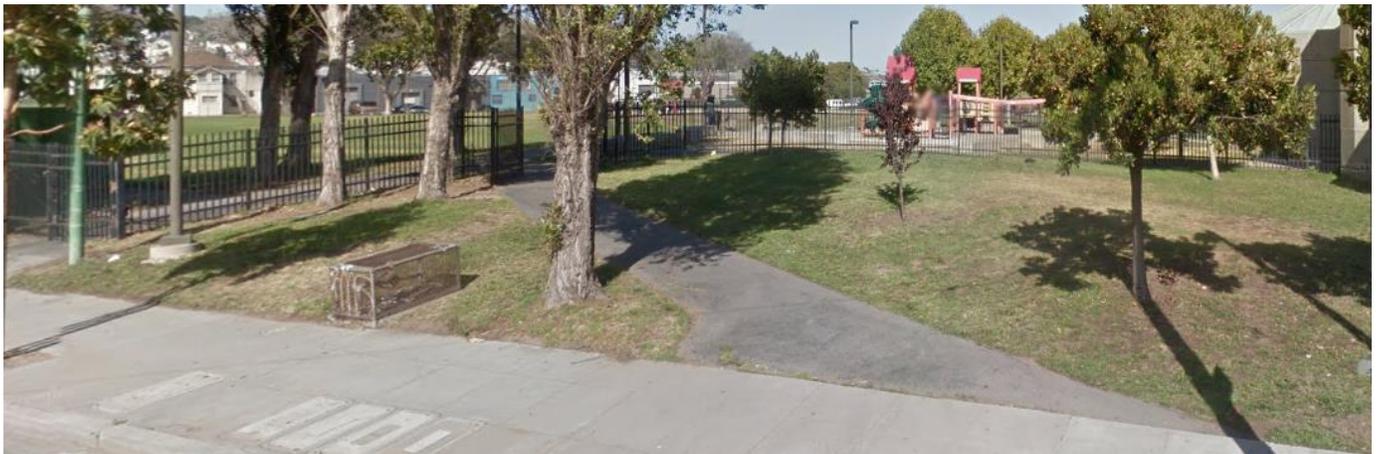


Aerial photo of Bay View Park and Martin Luther King Jr. Pool. This photo indicates the deteriorated athletic field, the existing, outdated playground structures and multiple redundant paths to be consolidated, rerouted through the park.

Note: photos will reference project north instead of true north



View facing north into the park from Third and Carroll Streets and shows the north bound streetcar stop.



View facing east from Third Street of the accessible entrance into the west side of the park. The proposed scope is to expand the outdated playground structure into the lawn area in foreground.



View facing south from Third and Armstrong Streets. Proposed scope is to make this entrance accessible to the new physical fitness path.



View facing west from Keith Street looking at the accessible east entrance into the park. The fenced area has become a loitering spot for undesirable activities. The proposed scope is to activate this area by providing greater visibility into the park and connecting the activities among picnic tables/BBQ grills, playground and physical fitness path.



View facing west from Third Street near Carroll Avenue. The proposed scope is to replace the existing, outdated playground structures and to remove unusable concrete arcs for expanded the playground equipment to serve neighborhood youth of different ages. The proposed scope will also replace existing flood light fixtures to more efficient and directed path lighting.



View facing west from Keith Street accessible entrance into the park. In order to create a successful physical fitness path through and around the park, adult exercise equipment will be installed adjacent the physical fitness path. This photo shows the proposed location in the lawn area outside the fence and between lights poles and selected trees.



View facing east from Third Street of existing picnic tables/ BBQ grills on edge of athletic field, to be removed. Proposed scope is to install new picnic tables/ BBQ grills in a safer area near the park entrance off Keith Street.



View facing south of the area between the MLK pool building and the athletic field. The proposed scope is to remove the concrete unusable feature and redesign the lawn to receive new picnic tables and BBQ grills and to replace some light fixtures with efficient path lighting fixtures.



View facing east of the athletic field north fence. The proposed scope is to remove and replace deteriorated fencing fabric, install new gate, and level the surface to create an accessible entrance/exit to the new physical fitness path and athletic field.

USING MLK POOL

How often do you use the MLK Pool? Daily Weekly Monthly Occasionally Never

How is the temperature of the pool? Too Cold Too Warm Just Right Don't know

Are the pool hours convenient? Yes No Neutral

If not, what time would be better for you? _____

Is the cost of using the pool affordable? Yes No Neutral

Do you have any recommendations for the pool to make it better and for you to use it more?

SAFETY

Do you feel that the park is safe? Yes No Neutral

If no, what do you think would make the park feel safer? _____

DEMOGRAPHICS

What is your age? under 10 10-19 years old 21 to 40 41 to 60 61 & over

What is your gender? Male Female Other _____

What is your race/ethnicity? (Check all that apply.)

African-American/Black American Indian or Alaskan Native Asian
 Native Hawaiian or other Pacific Islander White Other: _____

If any, what are the ages of the children in your household? (Check all that apply.)

0-5 years 6-10 years 11-15 years 16-18 years N/A

Do you live in the 94124? Yes No

How close do you live to MLK Park? 0 to 5 blocks 6 to 10 blocks 11 to 20 blocks over 20 blocks

Do you work in the 94124? Yes No

How close do you work to MLK Park? 0 to 5 blocks 6 to 10 blocks 11 to 20 blocks over 20 blocks

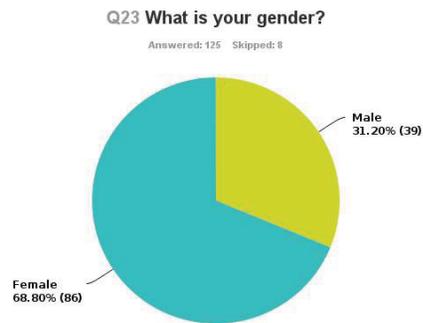
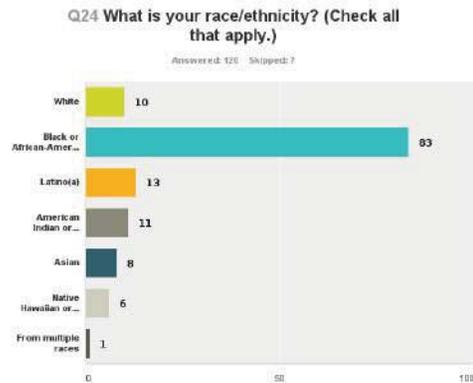
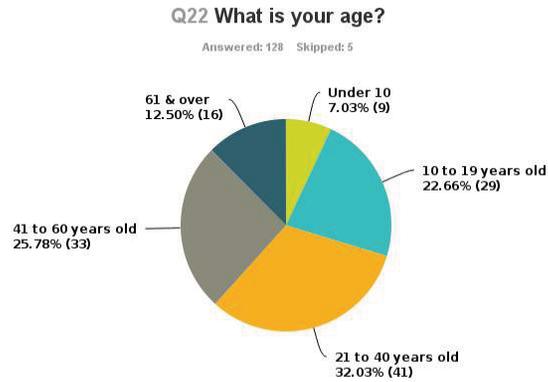
OTHER COMMENTS

Please write them in here:

Thank you for your time and consideration in participating in this survey. Remember your opinions help improve the park for the community!

MLK Park Survey

Summer 2013 - 130 Responses



Capital Improvements

- 116 want better lighting at the park
- 104 want the playground replaced
- 104 want a native plant garden
- 102 want a walking path
- 91 want an edible food garden
- 108 want more traffic signs around the park

Other Improvements

- 119 want more community events at the park
- 112 want more free exercise classes in the park
- 109 want more organized sports at the park

For those that prioritized their improvements

1. Free exercise classes
2. (tie) Walking path
2. (tie) Improved playground
2. (tie) Community events
3. (tie) Organized Sports
3. (tie) Traffic Signs
4. Edible Food Garden
5. Improved lighting
6. Native plant garden

Other things mentioned: Keep the park clean, better grass, and basketball courts. New baseball field, area to walk dog, trash cans, bigger playground, cross walks, pavement improvements, handicap parking, getting rid of trucks on the perimeter, etc.

Do you feel safe in the park?

60% - Yes (76)
17% - No (22)
22% - Neutral (28)



March 30th, 2014

San Francisco Recreation and Park
City & County of San Francisco
30 Van Ness Avenue, 4th Floor
San Francisco, CA 94102

To Whom It May Concern:

On behalf of 3rd Street Youth Center & Clinic, I write to display our backing of Friends of MLK Park/Bayview HEAL Zone's application to the Community Opportunity Fund. A walking path and improved playground would increase attraction, provide resources and space to promote health and wellness, and increase opportunity for more communal and family activity.

3rd Street Youth Center & Clinic (3rd Street) is to help youth from Bayview Hunters Point make healthy and safe decisions that improve their physical, emotional, and social health, empowering them to become successful contributing adults. Our organization is supportive of improvements to MLK Park not only because we are located directly across the street but also because many of our youth as well as their families hold strong memories and experiences visiting the park. Our center conducts physical boot camp classes, kick ball games, healthy nutrition picnics, as well as other community events at MLK Park. In collaboration with the YMCA, B Magic, and other Bayview CBOs we have hosted events such as health fairs and back to school giveaways. Although many of our classes and events have been successful, adding a walking path and new play structure would allow our youth and their families to utilize the park more. Many of the youth were discouraged to use or attend our classes because of the irrigation issues or large amount of grass land that is often occupied with dog feces. A designated walking path will allow the youth the freedom to engage in a more comfortable and structured exercise activity and would serve as a new attraction to encourage youth to use the park. 3rd Street, as well as MLK Park, is located in a health hub surrounded by several senior facilities and a health center. Adding a wheelchair accessible walking path and improving the play structure would help to promote health and wellness to the family unit. Improvements to the park would allow the elderly adults to utilize the park along with the young adults and adolescent in an effort to increase family activity.

Even as one of the wealthiest cities in the nation, San Francisco still consists of neighborhoods that are affected by social and economic health disparities. Bay view District has a long history of violence, environmental pollutants, and an influx of liquor and fast food restaurants that have contributed to the prevalence of cancer, diabetes, heart disease, and asthmas amongst



long term Bay view residents. Health is a huge concern for our youth center as well as the Bayview community. Improvements to MLK will not solve all of the issues of Bay view, but it will provide better access and opportunities to address the issues of health for Bayview residents.

3rd Street Youth Center & Clinic will continue to support Friends of MLK Park and Bayview HEAL Zone's efforts to improve our park. We encourage Rec and Park to help create a healthier, safer Bayview.

Sincerely,

Ronnishia Johnson, BSW
Program Coordinator
3rd Street Youth Center and Clinic
1728 Bancroft Ave. San Francisco, CA 94124
415.822.1707ext. 310
www.3rdstreetyouth.org



Sowing the Seeds of Collaboration

March 24, 2014

San Francisco Recreation and Park
City & County of San Francisco
30 Van Ness Avenue, 4th Floor
San Francisco, CA 94102

To Whom It May Concern:

On behalf of BMAGIC, I write in support of Friends of MLK Park/Bayview HEAL Zone's application to the Community Opportunity Fund. A walking path and improved playground would greatly attract more families to the park and build upon the health and wellness initiatives promoting a healthy and more active Bayview community.

BMAGIC has served the children, youth and families of Bayview Hunters Point [BVHP] since 2004 through our efforts as a collaborative San Francisco neighborhood-based nonprofit organization. Our mission is to facilitate, coordinate and network community resources and opportunities that support service providers and community members of BVHP.

BMAGIC has a strong history of supporting and hosting events at MLK Park. Our first ever Annual Back To School Celebration, Backpack Giveaway was held in the Park in 2004. Since then we have held three self-care days for BVHP service providers along with the Bayview YMCA. Currently, we serve on the advisory committee for the HEAL Zone and have been a part of Park improvements and engaging the neighboring residents and organizations to invest in Park. Those neighbors include health clinics, youth center, faith-based organizations, senior center, elementary and middle school, and private residence; all reflecting the diverse community of Bayview.

Although, San Francisco, is one of the wealthiest cities in the country, neighborhoods like the Bayview face tremendous economic, social and health disparities. Residents in Bayview live close to many fast food and alcohol outlets, freeways, rail yards, and industrial pollutants with limited access to healthy foods and clean safe open spaces contributing to high rates of disease, mortality, injury and violence. Opportunities for Park improvements allow the Bayview residents better access to quality play and free green spaces, helping to reduce health disparities and violence.

BMAGIC ask that Recreation and Park continue to invest in making Bayview healthier and support community efforts to activate and improve our parks so that seniors, families and youth can get active and build community.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lyslynn Lacoste', written over a white background.

Lyslynn Lacoste
BMAGIC Director

Office of the Public Defender, City and County of San Francisco
415-558-2428, lyslynn@bayviewmagic.org

March 29, 2014

San Francisco Recreation and Park
City & County of San Francisco
30 Van Ness Avenue, 4th Floor
San Francisco, CA 94102

To Whom It May Concern:

On behalf of the 5800 Third Street Owner's Association, we write to show our support of Friends of MLK Park/Bayview HEAL Zone's application to the Community Opportunity Fund. A walking path and improved playground would greatly benefit the children and senior residents of the Bayview.

As an Executive Board Member and Secretary of the 5800/5900 Third Street Owner's Association, I have been empowered to voice our collective opinion and strong support of any and all improvements focused on the betterment and modernization of MLK Park and Playground. Because of our geographical adjacency to the park, all residents at 5800 and 5900 have a vested personal interest in the park's upgrade. However, many owners who are only recent residents have come to briskly understand that this historically rich and culturally diverse neighborhood of San Francisco is all too often neglected, forgotten, and seemingly abandoned.

Even in this "world class" city, one of the wealthiest in the country, there are STILL neighborhoods that face tremendous economic, social and health disparities. Residents in Bayview live close to many fast food and alcohol outlets, freeways, rail yards, and industrial pollutants with limited access to healthy foods and clean open spaces contributing to high rates of disease, mortality, injury and violence. Type 2 diabetes, hypertension, heart disease and obesity incidence are higher in BVHP than any other San Francisco neighborhood. Residents in the neighborhood live an average of 14 years less than those in Russian Hill. We ask that the city continue to invest in making Bayview healthier and support community efforts to activate and improve our parks so that seniors, families and youth can get active and build community.

The 5800/5900 Third Street Owner's Association will continue to support Friends of MLK Park and Bayview HEAL Zone's efforts to improve our park. We encourage Rec and Park to help create a healthier, safer Bayview.

Sincerely,

Stanley Brdey Jones
Contact: 845.797.4234
Executive Member/Secretary
5800 Third Street Owner's Association
San Francisco, CA 94124

March 14, 2014

San Francisco Recreation and Park
City & County of San Francisco
30 Van Ness Avenue, 4th Floor
San Francisco, CA 94102

To Whom It May Concern:

Cornerstone Missionary Baptist Church (CMBC), a faith-based church located at Third St/Paul in San Francisco's southeast neighborhood, would like to express our support of the Friends of MLK Park/Bayview HEAL Zone's application to the Community Opportunity Fund. With church membership that uses the park for many occasions during the year we believe that a walking path and improved playground would encourage greater use of this community park for our seniors and families.

CMBC and its non-profit foundation, Building Bridges, have year-round programs that promote the development of young peoples' mind and body through physical recreational activities at the park in a neighborhood that does not have an array of diverse/safe activities for its community members.

Being only a few blocks away from the park, our summer youth program walked to MLK Park and participated in games there while also utilizing the swimming pool throughout the week. We were able to promote fellowship among the youth while helping them engage in exercise as they worked to the park. We also have a weekly exercise class which includes a community work. Many of the participants of the exercise program had expressed a willingness to use the park if the community would invest in a safe walking trail that could be used all year long.

Currently, as part of our annual community health fair, participants of the fair gather at CMBC and walk around the park and back to CMBC to kick off our health fair activities. This is a time for those who do not get an opportunity to see the park to view and discuss the potential it has. What a delight it would be to be able to have the annual walk and to hear those walking having discussions about planning family activities there.

This is why we support the Friends of MLK Park/Bayview HEAL Zone's desire to seek funding for an improvement project for the park. CMBC knows that our first priority is the spiritual development of those in our church family, but we also recognize the challenges related to the physical caring of ourselves and the safety of our community which we face daily that has led to poor health and not feeling safe. This has shown to have a negative impact on the life expectancy of people living in this community as compared to other San Franciscans.

As our church family strive to be a beacon light for those in this community we hope you too can be that light by investing in the future of this park and its community and the Friends of MLK Park and Bayview HEAL Zone's vision of a park that is safe and active for youth, seniors, and families through their goal of improving our park, our people and our Bayview community.

Sincerely,

Pastor Kenneth R. Reece



City and County of San Francisco
Edwin M. Lee, Mayor

Department of Public Health
Barbara A. Garcia, MPA

March 21, 2014

Recreation and Park Department
City & County of San Francisco
30 Van Ness Avenue, 4th Floor
San Francisco, CA 94102

To Whom It May Concern:

The Department of Public Health supports the Friends of MLK Park/Bayview HEAL Zone's application to the Community Opportunity Fund. A walking path and improved playground would support the Community Health Improvement Plan and the department's goals of increasing physical activity and fitness among children as well as to foster safe, green, "active" public spaces and increase park/playground safety.

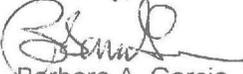
The HEAL Zone's efforts to improve the park directly supports our goal of increasing opportunities for health and wellness among the African American population. Bayview Hunter's Point is home to the largest percentage of African Americans in the City. Additionally, the park is across the street from the Southeast Health Center. A walking path around the park would be an ideal venue for our mostly African American (66% of our SEHC patients) and older (over half of our SEHC population is over 40) patients to be referred to in their own community.

Bayview Hunters Point residents face tremendous economic, social and health disparities; they live close to many fast food and alcohol outlets, freeways, rail yards, and industrial pollutants with limited access to healthy foods and clean open spaces contributing to high rates of disease, mortality, injury and violence. Type 2 diabetes, hypertension, heart disease and obesity incidence are higher in BVHP than any other San Francisco neighborhood. Residents in the neighborhood live an average of 14 years less than those in the more affluent area of Russian Hill.

Continued investment in making Bayview healthier and support community efforts to activate and improve our parks so that seniors, families and youth can get active and build community is vital to a healthy neighborhood.

The Department of Public Health supports Friends of MLK Park and Bayview HEAL Zone's efforts to improve their park. We encourage Rec and Park to help create a healthier, safer Bayview.

Sincerely,


Barbara A. Garcia, MPA
Director of Health

April 13, 2016

California Department of Parks and Recreation
Office of Grants and Local Services
1416 Ninth Street, Room 918
Sacramento, CA 95814

Subject: Bay View Park Outdoor Recreation Legacy Partnership (ORLP) Grant Application

Dear Selection Committee;

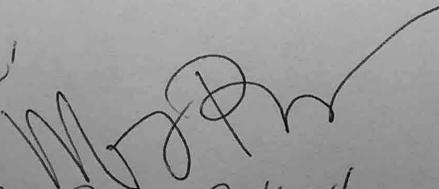
The Bayview Hunters Point Collaborative supports the San Francisco Recreation and Park Department application for Outdoor Recreation Legacy Partnership funding for the Bay View Park Project.

The Bayview Hunters Point Parks Collaborative was established in 2014 to bring together and represent the resident led and community based organizations that provide social, health, and recreation services to our residents. The Bayview Parks Collaborative is primarily focused on the safety, physical improvement, maintenance and programmatic development of our neighborhood's parks and open spaces. Our collaborative includes 3rd Street Youth Center and Clinic, 5800 Third Street Owner's Association, B Magic, Friends of Martin Luther King Jr. Park, Friends of Youngblood Coleman Park, Friends of Palou/Phelps Park and Parks 94124. These groups all have a deeply involved and widely supported history of working with the community.

The proposed park improvements are the result of over two years of public outreach sponsored and implemented by many of the organizations mentioned above. The community as a group prioritized the following park features: physical fitness path, play structure and rubber surfacing replacement, picnic area, field improvements and park lighting. These improvements will also support the Healthy Eating Active Living (HEAL) Zone Community Project by providing residents a place close to home to exercise as well as socialize and network.

ORLP funding will be matched by the Community Opportunity Fund Grant awarded to the Friends of MLK Park/HEAL Zone but more funding is needed to complete our vision. I have included letters of support from other organizations and agencies to demonstrate project support. The Bayview Hunters Point Collaborative is asking that the California State Parks and National Park Service invest in the Bayview Community by funding the Bay View Park /Bayview HEAL Zone Project.

Sincerely,


Maya Rodgers, Parks 94124
Bayview Parks Collaborative

Park Name: BAY VIEW PARK

Applicant Group: San Francisco Recreation and Park Department

CONSTRUCTION COST						Grant Request ORLP/LWCF
Category	Item	Unit	Quantities	Unit Cost	Total Construction Cost*	
MOBILIZATION/DEMOBILIZATION						
	Temporary Barricade/Fence	ls	2	\$2,642	\$5,283	
BMP	BMP - Best Management Practices	ls	500	\$12.70	\$6,350	
SWPPP	SWPPP - Storm water Pollution Prevention	allow	1	\$6,350.00	\$6,350	
		ls	1	\$4,445.00	\$4,445	
DEMOLITION						
base	Demo existing play structure	ls	1	\$4,572.00	\$4,572	
base	Remove trees physical fitness path and south entrance	ls	3	\$1,905.00	\$5,715	
base/alt	Hauling-off dirt/structure	Load	1	\$6,350.00	\$6,350	
alt	Demo picnic area	sf	3000	\$3.18	\$9,525	\$9,525
alt	One Fence Cut Out (for fitness path)	ea	1	\$4,445.00	\$4,445	\$4,445
SITework						
base	Rough/fine Grading/soil prep (physical fitness path)	SF	4,000	\$1.91	\$7,620	
base	Paving-Aggregate Subbase (6" deep) (physical fitness path)	SF	4,000	\$1.91	\$7,620	
base	Paving-Concrete 4" Paving w/ water jet finish - (physical fitness path)	SF	4,000	\$12.70	\$50,800	
base	Repair field adjacent (physical fitness path)	SF	1	\$1,270.00	\$1,270	
base	Trees (furnish/install)	ea	1	\$698.50	\$699	
alt	Rough/fine Grading/soil prep (physical fitness path)	SF	1,500	\$1.91	\$2,858	
alt	Paving-Aggregate Subbase (6" deep) (physical fitness path)	SF	1,500	\$1.91	\$2,858	\$2,858
alt	Paving-Concrete 4" Paving w/ water jet finish - (physical fitness path)	SF	1,500	\$12.70	\$19,050	\$19,050
alt	Repair field adjacent (physical fitness path)	SF	1	\$1,270.00	\$1,270	\$1,270
alt	Paving-Aggregate Subbase (6" deep) (expanded playground)	SF	3,000	\$1.65	\$4,953	\$4,953
alt	Fine Grading/Soil Prep (expanded playground)	SF	1	\$1,270.00	\$1,270	\$1,270
alt	Field Hydro seed and aerate (field)	SF	75,000	\$0.25	\$19,050	\$19,050
alt	Wood Mulch	SF	2,000	\$1.91	\$3,810	\$3,810
alt	Groundcover Plantings	SF	115	\$12.70	\$1,461	\$1,461
alt	Trees	EA	1	\$717.55	\$718	\$718
alt	Sod	SF	10,000	\$1.91	\$19,050	\$19,050
alt	Maintenance Period	MTH	3	\$2,540.00	\$7,620	\$7,620
ATHLETIC FIELD						
alt	Irrigation (picnic area)	SF	30,000	\$0.64	\$19,050	\$19,050
alt	Irrigation, valves	ea	15	\$444.50	\$6,668	\$6,668
alt	Irrigation, heads	ea	22	\$317.50	\$6,985	\$6,985
bas	Modify irrigation along physical fitness path includes trenching	lf	863	\$54.33	\$46,887	
alt	Infield Fines	allow	1	\$6,350.00	\$6,350	\$6,350
PLAYGROUND						
base	existing play structure (furnish/install)	ls	1	\$80,010.00	\$80,010	
base	Rubberized surface/synthetic turf for Play Areas	sf	1	\$57,150.00	\$57,150	
alt	Expand existing play structure	ls	1	\$63,500.00	\$63,500	\$63,500
alt	Rubberized surface/synthetic turf for Play Areas	allow	1	\$50,800.00	\$50,800	\$50,800
alt	aggreate base 6"	allow	1	\$4,431.03	\$4,431	\$4,431
base	Signage/banners	allow	4	\$635.00	\$2,540	
SITE FURNISHINGS						
base	benches	ea	2	\$1,143.00	\$2,286	\$2,286
alt	Drinking Fountain (furnish/install)	ea	1	\$10,160.00	\$10,160	\$10,160
alt	drainage DF		1	\$6,350.00	\$6,350	\$6,350
alt	Picnic Table	ea	4	\$2,413.00	\$9,652	\$9,652
alt	BBQ Grill	ea	2	\$1,651.00	\$3,302	\$3,302
alt	Trash and Recycling Containers	ea	1	\$2,032.00	\$2,032	\$2,032
alt	New access gate at physical fitness path north sidewalk	ea	1	\$2,095.50	\$2,096	\$2,096
alt	install alt furnishings		1	\$7,048.50	\$7,049	\$7,049
UIP (incl. 33% discount, shipping and tax)						
base	2 person Accessible Chest Press	ea	1	\$6,473.25	\$6,473	
base	three person static combo	ea	1	\$4,583.25	\$4,583	
base	Two level horizontal bars	ea	1	\$2,963.25	\$2,963	
base	Horizotal Ladder	ea	1	\$3,233.25	\$3,233	
base	Pick up and installation (4 items)	Allow	1	\$5,000.00	\$16,624	
alt	Signage (park rules, hours)	Allow	1	\$5,080.00	\$5,080	\$5,080
alt	Replace Exterior Light Fixtures	Allow	1	\$25,463.50	\$25,464	\$25,464
TOTAL CONSTRUCTION COSTS					\$656,727	\$326,332

SOFT COSTS		
Design/Construction Documents	\$	65,016
Administration/Project Management	\$	32,771
TOTAL SOFT COSTS	\$	97,787

TOTAL MATCHING FUNDS	\$	379,289
TOTAL ORLP/LWCF GRANT REQUEST	\$	375,225
TOTAL PROJECT COSTS	\$	754,514

Abbreviations/Definitions

- Base = Base Bid - The scope of work that can be funded by Matching Funds
- Alt = Alternate-The scope of work that will be added to the Base Bid if the ORLP/LWCF Grant is awarded to this project
- Allow = Allowance- The budgeted amount for the specific scope regardless of quantity or area.

Pre-Award Project Planning Costs Form

Note: a-e below are required information OGALS needs to report to NPS.

PRE-AWARD PROJECT PLANNING COSTS	Span of Months and Year Costs Were or Will Be Incurred	Estimated Cost
ACQUISITIONS: List the costs of site investigation and selection, site planning, feasibility studies, CEQA/NEPA environmental review, Section 106, and the PD/ESF Form.		
DEVELOPMENT: List the costs of site investigation and selection, site planning, feasibility studies, preliminary design, CEQA/NEPA environmental review, Section 106, and the PD/ESF Form, preparation of cost estimates, construction drawings and specifications, and similar items necessary for PROJECT preparation.		
a. Administrative and legal expenses	5/2016-2/2017	\$ 6,385
b. Relocation expenses and payments (for ACQUISITION)	NA	\$
c. Architectural and engineering fees (for DEVELOPMENT)	3/2016-2/2017	\$ 32,508
d. CEQA/NEPA environmental review costs	5/2016-2/2017	\$ 5,000
e. Section 106 preparation costs	5/2016-2/2017	\$ 5,000
		\$
		\$
		\$
Total Estimated Cost for PRE-AWARD PROJECT PLANNING COSTS:		\$ 48,893

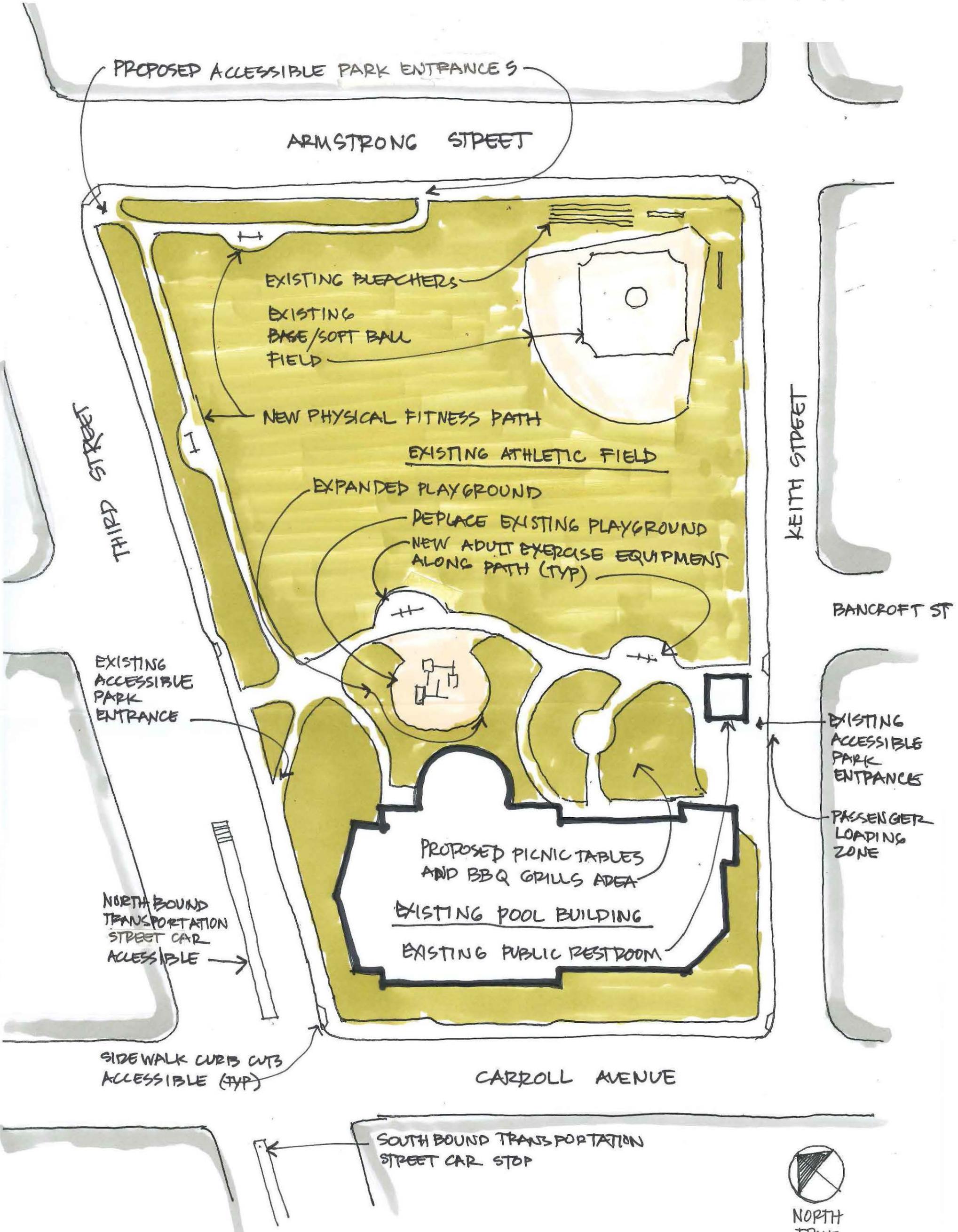
The APPLICANT understands that this form will be used to establish eligible PROJECT planning costs that were incurred within the past three years or will be incurred before the National Park Service approves the PROJECT. The APPLICANT understands that no other costs except for eligible PRE-AWARD PROJECT PLANNING COSTS can be incurred prior to National Park Service approval of the PROJECT, unless NPS approved a WAIVER OF RETROACTIVITY. See the ELIGIBLE COSTS charts starting on page 68 before creating a cost estimate.


(J. Marien Coss for T Moran)

APPLICANT'S AUTHORIZED REPRESENTATIVE Signature

May 20, 2016

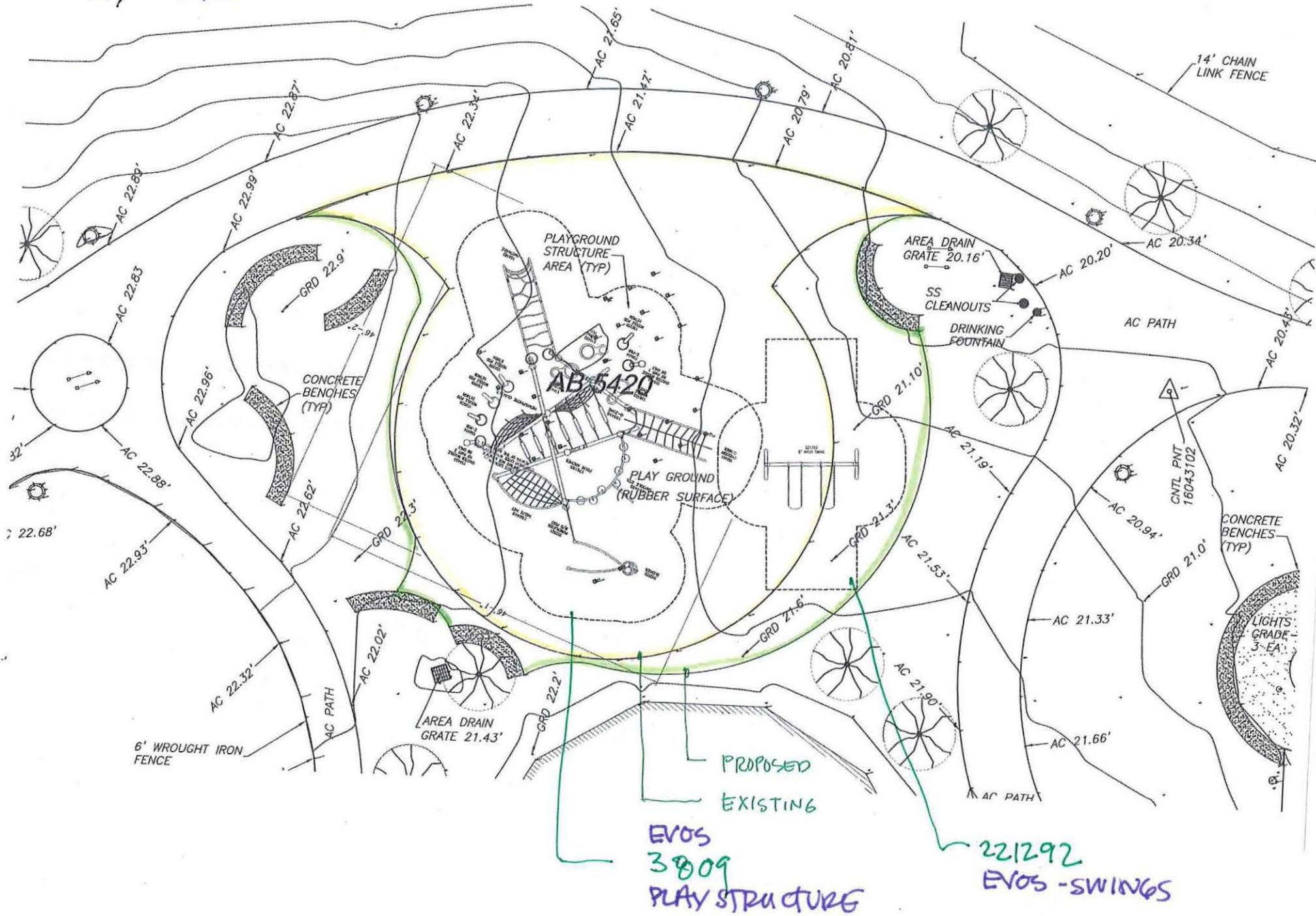
Date



BAYVIEW PLAYGROUND (3287V)

CONCEPTUAL LAYOUT 06/04/2017

SFPW · BDC

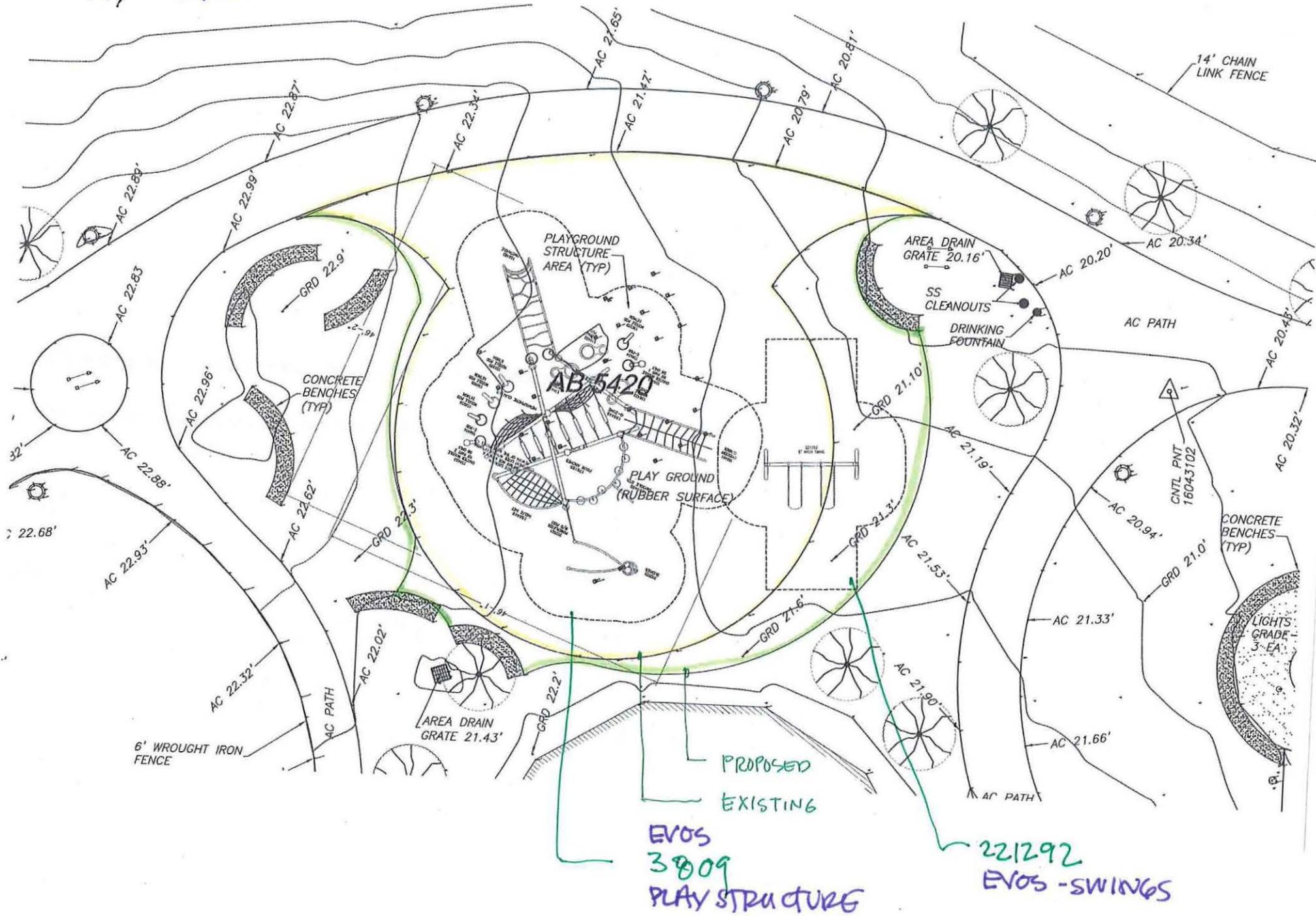


AB 5420

PROPOSED
EXISTING

EVOS
3809
PLAY STRUCTURE

221292
EVOS - SWINGS





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

Lisa Ann L. Mangat, Director

March 19, 2019

Philip A. Ginsburg
General Manager
City & County of San Francisco RPD
501 Stanyan Street, McLaren Lodge
San Francisco, CA 94117-1898

Re: Project Name: Bayview Park Improvement Project
Program Name: Land and Water Conservation Fund (LWCF)
Competitive
Project Number: 06-01813
Contract Number: C8962001

Dear Philip A. Ginsburg:

Enclosed is a contract for the above-referenced project. The National Park Service (NPS) confirmed federal approval on September 24, 2018; this date will act as the start date of the grant performance period shown on the enclosed contract.

Please sign and return the contract within 30 days to the Office of Grants and Local Services (OGALS). We will return a copy after it is signed by the State. Please remember that your project must comply with all applicable state and federal laws and regulations including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and the laws and codes pertaining to individuals with disabilities.

Deed Restriction

A Deed Restriction must be recorded prior to final payment. This project's Deed Restriction document along with instructions will be included with the fully executed contract. The Deed Restriction provides notice of the LWCF grant requirements and must be recorded on the title to the property and submitted with the Grant Completion Packet. For more information, see pages 7, 18, and 35 in the LWCF Grant Administration Guide (Final Draft – January 25, 2019) located at http://www.parks.ca.gov/?page_id=21360.

If you have any questions, please contact me directly at (916) 651-7962 or email me at Cathy.Perry@parks.ca.gov.

Sincerely,

/s/ Cathy Perry

Cathy Perry
Project Officer

Enclosure(s)



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

TO: Angela Calvillo, Clerk of the Board of Supervisors

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

DATE: July 20, 2021

SUBJECT: Contract for Subject Grant

GRANT TITLE: Bay View Playground Land and Water Conservation Outdoor
Recreation Legacy Grant

Attached please find the original and 4 copies of each of the following:

X Proposed grant resolution; original signed by Department, Mayor, Controller

X Grant Contract

X Deed Restriction

X Section 6(f)(3) Boundary Map

Special Timeline Requirements: Approval in September 2021 to recover grant funds.

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

From: [Peacock, Rebecca \(MYR\)](#)
To: [BOS Legislation, \(BOS\)](#)
Cc: [Kittler, Sophia \(MYR\)](#); [Ng, Beverly \(REC\)](#); [Burch, Percy \(BOS\)](#)
Subject: Mayor -- [Resolution] -- [Grant Contract - Retroactive - California Department of Parks and Recreation Outdoor Recreation Legacy Partnership Grant - Bay View Playground - \$375,225]
Date: Tuesday, July 27, 2021 4:29:04 PM
Attachments: [Reso_RPD_Bayview_Playground_Contract.zip](#)

Attached for introduction to the Board of Supervisors is a **resolution retroactively authorizing the Recreation and Park Department to enter into and amend a grant contract with the California Department of Parks and Recreation in the amount of \$375,225 that requires RPD to construct improvements at Bay View Playground on the condition that RPD then maintain the Playground as public open space in perpetuity pursuant to Charter, Section 9.118(a); and authorizing the RPD General Manager to record a Declaration of Restriction against San Francisco Assessor's Parcel No. 5420, Lot No. 001 providing notice of these restrictions.**

Please let me know if you have any questions.

Rebecca Peacock ([they/them](#))
Office of Mayor London N. Breed
Legislative & Government Affairs
City & County of San Francisco

1 [Grant Contract - Retroactive - California Department of Parks and Recreation Outdoor
2 Recreation Legacy Partnership Grant - Bay View Playground - \$375,225]

3 **Resolution retroactively authorizing the Recreation and Park Department to enter into**
4 **and amend a grant contract with the California Department of Parks and Recreation in**
5 **the amount of \$375,225 that requires RPD to construct improvements at Bay View**
6 **Playground on the condition that RPD then maintain the Playground as public open**
7 **space in perpetuity pursuant to Charter, Section 9.118(a); and authorizing the RPD**
8 **General Manager to record a Declaration of Restriction against San Francisco**
9 **Assessor's Parcel No. 5420, Lot No. 001 providing notice of these restrictions.**

10

11 WHEREAS, The City and County of San Francisco ("City") owns San Francisco
12 Assessor's Parcel No. 5420, Lot No, 001, commonly known as Bayview Park (hereafter, the
13 "Property"); and

14 WHEREAS, The City, through its Recreation and Park Department (the "Department"),
15 operates and maintains the Property; and

16 WHEREAS, On April 15, 2016, the Department General Manager submitted an
17 application to the California Department of Parks and Recreation for Land and Water
18 Conservation Fund Outdoor Recreation Legacy Partnership Grant funding in the amount of
19 \$375,225 to support improvements to the Property; and

20 WHEREAS, The Department subsequently was awarded a \$375,255 grant
21 to construct a new physical fitness path, exercise equipment, play structures, gathering/picnic
22 and BBQ area, and improve existing pedestrian access points on the Property ("the Grant"),
23 and the Board of Supervisors appropriated the Grant funds for the Department as a budget
24 line item in the Fiscal Year 2018-2019, Fiscal Year 2019-2020 Annual Appropriation
25 Ordinance No.181-18; and

1 WHEREAS, The Department entered into a Grant Contract with the California
2 Department of Parks and Recreation, which is on file with the Clerk of the Board under File
3 No. _____ and which is hereby declared to be part of this Resolution as if set forth fully
4 herein; and

5 WHEREAS, The Grant Contract currently states that the Department shall complete
6 the improvements by June 30, 2021, but the Department is seeking an amendment to extend
7 the period to complete construction through June 30, 2022; and

8 WHEREAS, The Grant Contract requires the City to agree to operate and maintain the
9 project site as public open space in perpetuity, unless the Secretary of the Interior approves
10 the conversion of the project site to some other use; and

11 WHEREAS, As a condition of receiving the grant, the California Department of Parks
12 and Recreation requires the City to record a declaration of restriction to ensure that the
13 Property is used for a purpose consistent with the Grant in perpetuity; and

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

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

17 RESOLVED, That the Board of Supervisors retroactively authorizes the General
18 Manager of the Recreation and Park Department to enter into the Grant Contract; and

19 FURTHER RESOLVED, That the Board of Supervisors authorizes the Recreation and
20 Park Department General Manager to amend the contract to extend the period to complete
21 construction to June 30, 2022, and also authorizes any further modifications and amendments
22 to the Grant Contract, including to any of its exhibits, and authorizes the General Manager of
23 the Recreation and Park Department to execute further agreements and instruments related
24 to the Project, that the General Manager determines, in consultation with the City Attorney,
25 are in the best interests of the City and do not materially increase the obligations or liabilities

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

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

6 FURTHER RESOLVED, That the Board of Supervisors authorizes the General
7 Manager of the Recreation and Park Department, or his or her designee, to record a
8 Declaration of Restriction against the Assessor's Parcel No. 5420, Lot No, 001 providing the
9 restrictions contained in the Grant Contract will in perpetuity.

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11 Recommended:

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DocuSigned by:

AF27F6596709494...

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General Manager

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1 [Grant Contract - Retroactive - California Department of Parks and Recreation - Outdoor
2 Recreation Legacy Partnership Grant - Bay View Playground - \$375,225]

3 **Resolution retroactively authorizing the Recreation and Park Department (RPD) to enter**
4 **into and amend a grant contract with the California Department of Parks and**
5 **Recreation in the amount of \$375,225 that requires RPD to construct improvements at**
6 **Bay View Playground on the condition that RPD then maintain the Playground as**
7 **public open space in perpetuity pursuant to Charter, Section 9.118(a); and authorizing**
8 **the RPD General Manager to record a Declaration of Restriction against ~~San Francisco~~**
9 **Assessor's Parcel Block No. 5420, Lot No. 001, providing notice of these restrictions.**

10
11 WHEREAS, The City and County of San Francisco ("City") owns ~~San Francisco~~
12 Assessor's Parcel Block No. 5420, Lot No, 001, commonly known as Bayview Park (hereafter,
13 the "Property"); and

14 WHEREAS, The City, through its Recreation and Park Department (the "Department"),
15 operates and maintains the Property; and

16 WHEREAS, On April 15, 2016, the Department General Manager submitted an
17 application to the California Department of Parks and Recreation for Land and Water
18 Conservation Fund Outdoor Recreation Legacy Partnership Grant funding in the amount of
19 \$375,225 to support improvements to the Property; and

20 WHEREAS, The Department subsequently was awarded a \$375,255 grant
21 to construct a new physical fitness path, exercise equipment, play structures, gathering/picnic
22 and BBQ area, and improve existing pedestrian access points on the Property ("the Grant"),
23 and the Board of Supervisors appropriated the Grant funds for the Department as a budget
24 line item in the Fiscal Year 2018-2019, Fiscal Year 2019-2020 Annual Appropriation
25 Ordinance No.181-18; and

1 WHEREAS, The Department entered into a Grant Contract with the California
2 Department of Parks and Recreation, which is on file with the Clerk of the Board under File
3 No. _____ and which is hereby declared to be part of this Resolution as if set forth fully
4 herein; and

5 WHEREAS, The Grant Contract currently states that the Department shall complete
6 the improvements by June 30, 2021, but the Department is seeking an amendment to extend
7 the period to complete construction through June 30, 2022; and

8 WHEREAS, The Grant Contract requires the City to agree to operate and maintain the
9 project site as public open space in perpetuity, unless the Secretary of the Interior approves
10 the conversion of the project site to some other use; and

11 WHEREAS, As a condition of receiving the grant, the California Department of Parks
12 and Recreation requires the City to record a declaration of restriction to ensure that the
13 Property is used for a purpose consistent with the Grant in perpetuity; and

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

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

17 RESOLVED, That the Board of Supervisors retroactively authorizes the General
18 Manager of the Recreation and Park Department to enter into the Grant Contract; and

19 FURTHER RESOLVED, That the Board of Supervisors authorizes the Recreation and
20 Park Department General Manager to amend the contract to extend the period to complete
21 construction to June 30, 2022, and also authorizes any further modifications and amendments
22 to the Grant Contract, including to any of its exhibits, and authorizes the General Manager of
23 the Recreation and Park Department to execute further agreements and instruments related
24 to the Project, that the General Manager determines, in consultation with the City Attorney,
25 are in the best interests of the City and do not materially increase the obligations or liabilities

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

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

6 FURTHER RESOLVED, That the Board of Supervisors authorizes the General
7 Manager of the Recreation and Park Department, or his or her designee, to record a
8 Declaration of Restriction against the Assessor's Parcel Block No. 5420, Lot No, 001
9 providing the restrictions contained in the Grant Contract will in perpetuity.

10

11 Recommended:

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13 _____ /s/

14 General Manager

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