

File No. 210261

Committee Item No. 6

Board Item No. \_\_\_\_\_

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date April 14, 2021

Board of Supervisors Meeting

Date \_\_\_\_\_

#### Cmte Board

- |                                     |                          |  |
|-------------------------------------|--------------------------|--|
| <input type="checkbox"/>            | <input type="checkbox"/> | Motion                                       |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Resolution                                   |
| <input type="checkbox"/>            | <input type="checkbox"/> | Ordinance                                    |
| <input type="checkbox"/>            | <input type="checkbox"/> | Legislative Digest                           |
| <input type="checkbox"/>            | <input type="checkbox"/> | Budget and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/> | Youth Commission Report                      |
| <input type="checkbox"/>            | <input type="checkbox"/> | Introduction Form                            |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/>            | <input type="checkbox"/> | MOU  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Grant Information Form                       |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Grant Budget                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Subcontract Budget                           |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement                           |
| <input type="checkbox"/>            | <input type="checkbox"/> | Form 126 – Ethics Commission                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Award Letter                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Application                                  |
| <input type="checkbox"/>            | <input type="checkbox"/> | Public Correspondence                        |

#### OTHER (Use back side if additional space is needed)

- |                                     |                          |                                    |
|-------------------------------------|--------------------------|------------------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>RPC Resolution No. 1909-008</u> |
| <input type="checkbox"/>            | <input type="checkbox"/> | _____                              |
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Completed by: Linda Wong

Date April 9, 2021

Completed by: Linda Wong

Date \_\_\_\_\_

1 [Accept and Expend Grant - Retroactive - California Department of Parks and Recreation -  
2 Statewide Park Development and Community Revitalization Program - 900 Innes Boatyard  
3 Park - \$8,500,000]

4 **Resolution retroactively authorizing the Recreation and Park Department (Department)**  
5 **to accept and expend a grant in the amount of \$8,500,000 from the California**  
6 **Department of Parks and Recreation a Statewide Park and Community Revitalization**  
7 **Program to support the 900 Innes Boatyard Park Expansion Project; and approving the**  
8 **grant contract which requires the Department to maintain the project for the duration of**  
9 **the contract performance period from July 1, 2018, through June 30, 2048, pursuant to**  
10 **Charter, Section 9.118(a).**

11  
12 WHEREAS, In 2014, the City and County of San Francisco acquired Assessor's Parcel  
13 Block No. 4629A, Lot No. 010, Assessor's Parcel Block No. 4630, Lot No. 002, Assessor's  
14 Parcel Block No. 4646, Lot No. 001, Assessor's Parcel Block No. 4646, Lot No. 002,  
15 Assessor's Parcel Block No. 4646, Lot No. 003, Assessor's Parcel Block No.4646, Lot No.  
16 003A, and Assessor's Parcel Block No. 4646, Lot No. 019 referred to as 900 Innes  
17 ("Property"); and

18 WHEREAS, The Property, a post-industrial brownfield site with deteriorated piers and  
19 structures, is under the jurisdiction of the Recreation and Park Department (RPD); and

20 WHEREAS, The RPD, working with the Trust for Public Land (TPL), the San Francisco  
21 Park Alliance (SFPA), and Bayview Hunters Point (BVHP) community have designed a park  
22 for the Property; and

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

1           WHEREAS, Proposition 68, the California Drought, Water, Parks, Climate, Coastal  
2 Protection, and Outdoor Access for All Act of 2018, was approved by the voters on June 5,  
3 2018; and

4           WHEREAS, The California Department of Parks and Recreation (“Department”)  
5 administers Proposition 68 funds under its Statewide Park Development and Community  
6 Revitalization Program (“Statewide Park Grant”) that supports the creation of new parks and  
7 new recreation opportunities in underserved communities across California; and

8           WHEREAS, RPD, working in partnership with TPL, applied for and was awarded a  
9 Statewide Park Grant in the amount of \$8,500,000 to construct the park; and

10           WHEREAS, The Department requires the applicant to enter into a contract, the terms  
11 and conditions of which are detailed in an agreement on file with the Clerk of the Board of  
12 Supervisors in File No. 210261 (the "Grant Contract"), which is hereby declared to be part of  
13 this Resolution as set forth fully herein; and

14           WHEREAS, The Grant Contract requires that the Property be used for public outdoor  
15 recreation for the entire Contract Performance Period which lasts from July 1, 2018, through  
16 June 30, 2048; and

17           WHEREAS, As a further condition of receiving the Grant, the Department requires the  
18 City to record a Declaration of Restriction with the Assessor-Recorder on the Property to  
19 ensure that the Property is used for a purpose consistent with the Grant for the duration of the  
20 contract performance period; and

21           WHEREAS, On September 19, 2019, the Recreation and Park Commission adopted  
22 resolution No. 1909-008 approving RPD’s submission of a project application for Statewide  
23 Park and Community Revitalization Program Funds and recommending that the Board of  
24 Supervisors authorize RPD to accept and expend the grant funds and approve the terms of  
25 the Grant Contract; and

1           WHEREAS, The Grant terms prohibit including indirect costs in the grant budget; and  
2           WHEREAS, The Grant will not require an amendment to the Annual Salary Ordinance;  
3 now, therefore, be it

4           RESOLVED, That the Board of Supervisors hereby authorizes the General Manager or  
5 his or her designee to accept and expend grant funds in the amount of \$8,500,000 for the 900  
6 Innes Boatyard Park Expansion Project; and, be it

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

9           FURTHER RESOLVED, That the Board of Supervisors approves the Grant Contract  
10 for the 900 Innes Boatyard Park Expansion Project and authorizes the RPD General Manager  
11 to enter into any modifications and amendments to the Grant Contract, including to any of its  
12 exhibits, and authorizes the RPD General Manager to execute further agreements and  
13 instruments related to the Project, that the RPD General Manager determines, in consultation  
14 with the City Attorney, are in the best interests of the City and do not materially increase the  
15 obligations or liabilities of the City, are necessary or advisable to effectuate the purposes of  
16 the Project or this Resolution, and are in compliance with all applicable laws, including the  
17 City's Charter; and, be it

18           FURTHER RESOLVED, That the Board of Supervisors authorizes the General  
19 Manager, or his or her Designee to record a Declaration of Restriction with the Assessor-  
20 Recorder on the 900 Innes Property, to provide notice of the restrictions that shall apply for  
21 the duration of the Contract Performance Period from July 1, 2018, through June 30, 2048.

22  
23  
24  
25

1 Recommended:  
2  
3 /s/ \_\_\_\_\_  
4 Department Head

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

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

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**File Number:** \_\_\_\_\_  
(Provided by Clerk of Board of Supervisors)

**Grant Resolution Information Form**  
(Effective July 2011)

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

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

1. Grant Title: 900 Innes Boatyard Park Project

2. Department: Recreation and Park

3. Contact Person: Toni Moran Telephone: (415) 794-8173

4. Grant Approval Status (check one):

Approved by funding agency  Not yet approved

5. Amount of Grant Funding Approved or Applied for: \$8,500,000

6a. Matching Funds Required: No

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

7a. Grant Source Agency: California Department of Parks and Recreation

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

8. Proposed Grant Project Summary: Construct a new Boat Yard Plaza with lighting, approximately 0.1 mile Class 1 bike path with lighting connecting to the San Francisco Bay Trail, gathering decks including a prominent "Public Porch" gathering area with lighting facing Innes Avenue, accessible entrance walkways with lighting, gardens and small gathering spaces, community access stairs with lighting, and landscaping throughout the park, and renovate the wetlands at the water's edge.

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

Start-Date: July 1, 2018 End-Date: June 30, 2024

10a. Amount budgeted for contractual services: \$8,500,000

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

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

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

11a. Does the budget include indirect costs?  Yes  No

b1. If yes, how much? \$0

b2. How was the amount calculated? Not Applicable

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

Not allowed by granting agency  To maximize use of grant funds on direct services

Other (please explain):

c2. If no indirect costs are included, what would have been the indirect costs?

Recreation and Parks Department and Public Works Department and Division Overhead

12. Any other significant grant requirements or comments: Grant funds are provided on a reimbursement basis. Construction Bid documents and copy of Construction Contract required as part of the reimbursement packet. A deed restriction must be recorded at the Office of Assessor-Recorder or a waiver of this requirement approved prior to receiving grant reimbursements. Project Status reports required every six-months.

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

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

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

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

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

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

Comments:

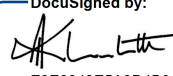
**Funding for this grant is for park construction of the 900 Innes site. The public park project that will be built at 900 Innes following remediation has already been reviewed at concept design phase, is being reviewed in the current design development phase, and will be reviewed during construction document, permit, and bid phases. It is anticipated that this project will be compliant with ADA requirements.**

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

Arfaraz Khambatta  
(Name)

Disability Access Coordinator, San Francisco Public Works  
(Title)

Date Reviewed: 2/25/2021


DocuSigned by:  
  
E3E8343E5A3D4B0  
(Signature Required)

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

Philip A. Ginsburg  
(Name)

General Manager, Recreation and Park Department

Date Reviewed: 2/25/2021

DocuSigned by:  
  
AF27E6596709494  
(Signature Required)





**RECREATION AND PARK COMMISSION  
City and County of San Francisco  
Resolution No. 1909-008**

**APPROVING THE APPLICATION FOR  
STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION  
PROGRAM GRANT FUNDS FOR 900 INNES PARK EXPANSION PROJECT**

**WHEREAS**, The State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

**WHEREAS**, Said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

**WHEREAS**, Successful Applicants will enter into a contract with the State of California to complete the Grant Scope project; now, therefore, be it

**RESOLVED**, That the San Francisco Recreation and Park Commission hereby approves the filing of an application for the 900 Innes Park Expansion Project; and

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project if the grant is awarded; and
2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to the General Manager and his or her designees to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.
6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

Adopted by the following vote:

Ayes: 6

Noes: 0

Absent: 1

I hereby certify that the foregoing resolution was adopted at the Recreation and Park Commission meeting held on September 19, 2019.



Ashley Summers, Commission Liaison

State of California – Natural Resources Agency  
DEPARTMENT OF PARKS AND RECREATION

AMENDMENT TO CONTRACT

Contract No. C9801043 Amendment No. 1

THIS AMENDMENT is hereby made and agreed upon by the State of California, acting through the Director of the Department of Parks and Recreation and by the City & County of San Francisco

The State and, City & County of San Francisco in mutual consideration of the promises made herein and in the contract in which this is an amendment, do promise as follows:

GRANT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2048

PROJECT TITLE 900 Innes/Boatyard Park Expansion APPLICATION NUMBER SW-38-004

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

Total State grant amount not to exceed \$8,500,000

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

In all other respects, the contract of which this is an amendment, and the terms and conditions if relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment as of the date entered below.

Applicant: City & County of San Francisco

DocuSigned by:  
By [Signature]

AF27F6596709494...  
Title General Manager

Applicant's Authorized Representative as shown in Resolution

Date September 3, 2020

STATE DEPARTMENT OF PARKS AND RECREATION

By [Signature]

Date 9-10-20

**State of California – Natural Resources Agency  
DEPARTMENT OF PARKS AND RECREATION**

**CERTIFICATION OF FUNDING  
(FOR STATE USE ONLY)**

CONTRACT NO <b>C9801043</b>	AMENDMENT NO <b>1</b>	Fiscal Supplier ID <b>0000007690</b>	PROJECT NO <b>SW-38-004</b>		
AMOUNT ENCUMBERED BY THIS DOCUMENT <b>0</b>	FUND <b>Drought, Water, Cln Air, Cstl Protc, Outdoor Fund</b>				
PRIOR AMOUNT ENCUMBERED BY THIS CONTRACT <b>\$8,500,000</b>	ITEM <b>3790-101-6088</b>	CHAPTER <b>29</b>	STATUTE <b>18</b>	FISCAL YEAR <b>2020/2021</b>	
TOTAL AMOUNT ENCUMBERED TO DATE <b>\$8,500,000</b>	Reporting Structure 37900091	Account/AltAccount 5432000/ 5432000000	Activity <b>69805</b>	PROJECT/WORK PHASE 37900000SW38004	
T.B.A. NO	I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.				
B.R. NO	SIGNATURE OF ACCOUNTING OFFICER <i>Demetri Williams</i>			DATE <b>9/11/2020</b>	

459136614E3B455...

## I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as “GRANTOR,” “DEPARTMENT” or “STATE”) and City & County of San Francisco (hereinafter referred to as “GRANTEE”).

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as “GRANT MONIES”) not to exceed \$8,500,000, subject to the terms and conditions of this CONTRACT and the 2018/19 California State Budget, Chapter 29, statutes of 2018, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as “2018 Parks Bond Act, Statewide Park Development and Community Revitalization GRANT”). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2024.

## II. GENERAL PROVISIONS

### A. Definitions

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

1. The term “ACT” means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term “APPLICATION” means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term “DEPARTMENT” or “STATE” means the California Department of Parks and Recreation.
4. The term “DEVELOPMENT” means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term “GRANTEE” means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term “GRANT SCOPE” means the items listed in the GRANT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term “GUIDE” means (1) the document identified as the “Grant Administration Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Competitive Grant Programs Capital



Improvement Projects” and (2) The Application Guide that established the competitive procedures and policies for the selection of projects.

## **B. Project Execution**

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.

To maintain the integrity of the competitive grant program, the GRANTEE agrees that any other project changes or alterations which deviate from the intent of the project selection criteria provided by the GRANTEE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.

3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

## **C. Project Guide**

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

## **D. Project Administration**

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

#### **E. Project Termination**

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.



5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

#### **F. Budget Contingency Clause**

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

#### **G. Hold Harmless**

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.



## H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.
2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this CONTRACT. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

## I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the

purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

#### **J. Nondiscrimination**

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

#### **K. Severability**

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

#### **L. Liability**

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE's and STATE'S interest



against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

**M. Assignability**

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

**N. Use of Grant Monies**

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

**O. Section Headings**

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

**P. Waiver**

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

City & County of San Francisco

GRANTEE

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

Title: General Manager, Recreation and Parks Dept.

Date: September 3, 2020

STATE OF CALIFORNIA

DEPARTMENT OF PARKS AND RECREATION

By:   
Signature of Authorized Representative

Title: Supervisor

Date: 9-10-20

**900 Innes Boatyard Expansion Budget**

<b>Project Budget</b>		<b>Funding Sources</b>	
Construction Hard Costs	\$27,370,000	Prop. 68 - Statewide Park Grant	\$8,500,000
Construction Contingency	\$5,474,000	CA State Controller - Department of Finance	\$839,670
Soft costs (PM, A&E, consult)	\$6,428,000	Cosco Busan Oil Spill A & B	\$465,174
Design Services & Management (GGN/TPL)	\$5,037,017	City and County of San Francisco - General Fund	\$200,000
Project reserve	\$2,350,000	John Pritzker Family Fund	\$11,077,017
		2020 Health and Recovery Bond	\$25,577,156
<b>Total Project Budget</b>	<b>\$46,659,017</b>	<b>Total Funding Sources</b>	<b>\$46,659,017</b>



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

**TO: Angela Calvillo, Clerk of the Board of Supervisors**

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

**DATE: February 25, 2021**

**SUBJECT: Contract for Subject Grant**

**GRANT TITLE: Statewide Park Grant – 900 Innes Boatyard Expansion Project**

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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 information form, including disability checklist

X  Grant budget

X  Recreation and Park Commission Resolution

X  Grant Agreement

**Special Timeline Requirements:** Approval needed by April 2020.

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).