



**Jared Blumenfeld**  
Secretary for  
Environmental Protection



## Department of Toxic Substances Control

Meredith Williams, Ph.D., Director  
8800 Cal Center Drive  
Sacramento, California 95826-3200



**Gavin Newsom**  
Governor

Site Name: 900 Innes  
Address: 900 Innes Avenue,  
San Francisco, CA 94124

GRANTEE/Applicant: San Francisco  
Recreation and Parks Department

Name: Philip Ginsburg  
Organization: SF Recreation and  
Parks Department  
Address: 501 Stanyan Street,  
San Francisco, CA 94117

Grant No. **BRLF-003-2022**

**BROWNFIELD REVOLVING LOAN  
FUND GRANT TERMS AND  
CONDITIONS**

The Department of Toxic Substances Control (“GRANTOR” or “DTSC”) provides the following Brownfields Revolving Loan Fund (RLF) Grant Terms and Conditions (“Grant Terms and Conditions”) to the San Francisco Recreation and Parks Department (“GRANTEE”) for its 900 Innes Project (“Mitigation Project”).

### RECITALS

- A.** DTSC is authorized to grant to entities who remediate and mitigate hazardous substances on brownfields.
- B.** The GRANTEE has title to that certain property commonly known as 900 Innes Avenue, in San Francisco, California (“Property”); the Property is described in the “Legal Description” and depicted on the “Map” which are attached hereto as “Exhibit A” and “Exhibit B”, respectively, and incorporated herein by this reference.
- C.** The GRANTEE proposes to remediate soil contaminated with elevated concentrations of metals, total petroleum hydrocarbons, polycyclic aromatic hydrocarbons, and polychlorinated biphenyls found in the soil and sediment at the Property (“Mitigation Project”).

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- D.** GRANTEE is aware of certain hazardous substances in the soil on the Property that were deposited or released prior to the date GRANTEE originally acquired the Property.
- E.** Various assessments and investigations conducted between 2013 and 2019 found elevated concentrations of contaminants, including metals, total petroleum hydrocarbons (TPH), polycyclic aromatic hydrocarbons (PAHs), and polychlorinated biphenyls (PCBs), were measured in sediment and soil at the site. These investigations are summarized in the “Final Remedial Action Plan and Remedial Design Report (dated July 30, 2019 and hereby incorporated as “Exhibit C”), as approved by the San Francisco Bay Regional Water Quality Control Board in a letter dated December 18, 2019. The Property is a former maritime industrial site consisting of approximately 2.4 acres, of which 0.6 acres is submerged. The Property was used as a ship repair facility for over 120 years. A Phase I/II Investigation was conducted under United States Environmental Protection Agency’s Targeted Brownfields Assessment program in September 2013. The Grantee acquired the property in 2014.
- F.** GRANTEE, while willing to undertake the Mitigation Project, requested that DTSC provide a Brownfields RLF Grant (“Grant”) to do so.
- G.** The GRANTEE is a governmental entity and the Property is not listed, nor proposed to be listed, on the EPA’s National Priorities List; therefore, the GRANTEE is eligible to receive the Grant.
- H.** DTSC designated an environmental project manager to review the work to be performed using the Grant funds.

**ATTESTATIONS**

1. DTSC’s environmental project manager will review the GRANTEE’s mitigation planning and documents (the “Project Documents”) and review the activities as they are ongoing to ensure that the Mitigation Project is being completed in accordance with all applicable jurisdictional requirements pursuant to a lead agency approved cleanup plan and cost estimate.
2. The GRANTEE shall ensure that all public participation requirements are met. This includes public notifications, opportunities for public involvement, responses to comments and establishing a local information repository. The GRANTEE will provide copies of all public notices and response to comments to DTSC for the project file.
3. DTSC agrees to grant GRANTEE, via reimbursement, up to one million three hundred eighty-four thousand dollars (\$1,384,000) to implement the Mitigation Project at the Property. DTSC shall hold all Grant proceeds and disburse upon DTSC’s receipt of written invoices and documentation to DTSC’s reasonable satisfaction.

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4. DTSC's obligations under these Grant Terms and Conditions are contingent upon and subject to the availability of funds.
5. The Grant term shall be from June 30, 2022 (Committee grant approval date) through June 29, 2023, or until the Mitigation Project is complete— whichever comes first.
6. The GRANTEE prepared an initial Mitigation Project cost estimate, attached hereto as "Exhibit D." The GRANTEE shall submit a more detailed cost estimate ("Project Budget") to DTSC to review and approve. The approved Project Budget will be incorporated into these Grant Terms and Conditions.
7. DTSC shall make checks payable to the GRANTEE to reimburse allowable invoice expenses GRANTEE incurred, based upon the work progress, and in accordance with the approved Project Budget.
8. The GRANTEE will carry out the Mitigation Project in accordance with CERCLA §104(k); Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments [40 Code of Federal Regulations (CFR), Part 31]; and all other applicable provisions of Federal, State, or local law.
9. The GRANTEE represents that none of the contractors or subcontractors undertaking the Mitigation Project is currently suspended, debarred, or otherwise declared ineligible for participation in this Federal program or from the receipt of proceeds of the subject funds (formerly Federal funds).
10. The GRANTEE shall comply with Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4 relating to Federally-assisted construction contracts.
11. The GRANTEE shall grant DTSC the right to enter the Property to oversee Mitigation Project implementation at any reasonable time. Whenever possible, DTSC shall provide advance notice to GRANTEE prior to entering the Property.
12. The GRANTEE shall provide copies of mitigation plans, permit application, engineering documents and copies of environmental permit(s) received to DTSC's designated environmental project manager.
13. The GRANTEE understands and agrees that all DTSC provided Grant funds shall only be used to mitigate hazardous conditions within the remediation boundaries depicted in "Exhibit B."

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14. The GRANTEE further understands and agrees that receiving Grant funds is conditioned upon GRANTEE's Project Documents and Grant Terms and Conditions full compliance.
15. GRANTEE agrees to document and keep separate all Grant funds expenditures within the approved Project Budget. GRANTEE shall not exceed any costs shown in the approved Project Budget. It is the GRANTEE's responsibility to pay any costs of the Mitigation Project that exceeds the Grant amount. In addition, GRANTEE must report to DTSC, at least quarterly, the number and classification of all labor hours for the quarter associated with that quarter's expenditures.
16. All work on the Mitigation Project performed pursuant to these Grant Terms and Conditions and with Grant funds shall be performed in a good and workmanlike manner.
17. All changes or modification to the Mitigation Project shall be submitted to the lead agency, San Francisco Bay Regional Water Quality Control Board in writing, to approve prior to such change or modification becoming effective. All additional costs incurred as the result of any Change Orders shall be subject to prior written DTSC approval not to exceed the Grant total, if the Grant pays the costs. If unforeseen conditions are discovered during the Mitigation Project implementation that present an imminent or substantial endangerment to human health and environment, DTSC reserves the right to require the GRANTEE to revise the Project Documents working with the lead agency.
18. GRANTEE, at its sole cost and expense, and from sources other than Grant funds, shall be responsible to obtain all permits, licenses, approvals, certifications, and inspections Federal, State, or local law require, and to maintain such permits, licenses, approvals, certifications, and inspections in status during the term of this Grant.
19. GRANTEE must carry out the Mitigation Project in accordance with the Davis- Bacon Act of 1931, which requires paying Federal prevailing wages for all construction, alteration, and repair contracts and subcontracts awarded with Grant funds. Additional requirements include, complying with the Davis-Bacon Act of 1931 are set forth in the Exhibit E to these Grant Terms and Conditions (Davis- Bacon Terms and Conditions for Hazardous Waste Cleanup Grants to Governmental Entities). To the extent the Mitigation Project is also subject to prevailing wages under California Labor Code section 1720 *et seq.*, the contractor must apply the higher of the applicable State or Federal prevailing wage.

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20. The GRANTEE shall:
- a. Notify DTSC when the Mitigation Project is complete. The notice shall contain certification or documentation that the mitigation of hazardous conditions has been performed in accordance with the terms of these Grant Terms and Conditions. This closeout documentation shall summarize all actions taken, the resources committed, the problems encountered in completion of the Mitigation Project, if any, and document that the Mitigation Project is complete. The closeout documentation should also include before and after photos with the completed DTSC Success Story Form. In addition, this documentation must include a completed Property Profile Form, which the GRANTEE completes with the DTSC's environmental project manager. Finally, if the allowable costs for the Mitigation Project exceed the Grant amount, the closeout documentation should include additional remediation invoices for those costs that would have qualified for reimbursement under the Grant if additional funds had been awarded to the GRANTEE.
  - b. Submit copies of qualifying Mitigation Project invoices over the amount of this Grant. While not reimbursable, copies of these invoices assist DTSC with documenting "cost share" or "State match." This documentation shall be submitted to DTSC's project manager.
  - c. Perform all its obligations under these Grant Terms and Conditions, and any other agreements or instruments to which the GRANTEE is a party, and which relate to these Grant Terms and Conditions or to the Mitigation Project.
21. Any DTSC forbearance with respect to any of the Grant Terms and Conditions shall in no way constitute DTSC waiving rights or privileges granted hereunder.
22. In the event of GRANTEE Grant Terms and Conditions noncompliance, the GRANTEE shall forfeit use of the Grant funds not yet disbursed.
23. The GRANTEE agrees to maintain financial and programmatic records pertaining to all matters relative to these Grant Terms and Conditions in accordance with generally accepted accounting principles and procedures. DTSC or its representatives, upon request, shall inspect or audit all such records and supporting documents. The GRANTEE shall retain all its records and supporting documentation applicable to these Grant Terms and Conditions for a period of ten (10) years, after the Mitigation Project is complete, except records that are subject to audit findings, which shall be retained an additional three (3) years after such findings have been resolved, if three years would extend retention past the initial ten-year period.

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24. GRANTEE does hereby attest, certify, warrant, and assure that no other sources of public funding (e.g., DTSC's Equitable Community Revitalization Grant, Site Cleanup Subaccount Program, etc.) reimburse items for which GRANTEE proposes to be reimbursed via this Grant.
25. The GRANTEE agrees to permit DTSC or its designated representative to inspect and/or audit its records and books relative to these Grant Terms and Conditions at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that DTSC desires relevant to these Grant Terms and Conditions. DTSC shall provide written notice to the GRANTEE prior to implementing this provision. The GRANTEE agrees to deliver the records, or have the records delivered, to DTSC or its designated representative at an address designated by such party.
26. During the performance of these Grant Terms and Conditions, the GRANTEE, its contractors, and subcontractors will comply with Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §11135-11139.5) prohibiting discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation. In addition, the GRANTEE will undertake good faith efforts to give opportunities for qualified Small Business Enterprises (SBE) and Disabled Veteran Enterprises (DVE) to submit proposals, bids, provide services on contracts and subcontracts for services and supplies, and will assure the State that it complies with the American with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. § 12101 et seq.).
27. The GRANTEE agrees to protect, indemnify, defend and hold harmless, DTSC, its officers, administrators, agents, servants, employees and all other persons or legal entities to whom the GRANTEE may be liable from, for or against any and all claims, demands, suits, losses, damages, judgments, costs and expenses, whether direct, indirect or consequential and including, but not limited to, all fees, expenses and charges of attorneys and other professionals, court costs, and other fees and expenses for bodily injury, including death, personal injury and property damage, arising out of or in connection with the performance of any work or any responsibility or obligation of the GRANTEE as provided herein and caused in whole or in part by any act, error, or omission of the GRANTEE, its agents, servants, employees or assigns.
28. The GRANTEE shall not assign or attempt to assign directly or indirectly, any of its rights under these Grant Terms and Conditions or under any instrument referred to herein without the prior written consent of DTSC.

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29. These Grant Terms and Conditions is not intended to create or vest any rights in any third party or to create any third-party beneficiaries.
30. No amendments or variation of these Grant Terms and Conditions shall be valid unless DTSC approves in writing. No oral understanding or agreement not incorporated into these Grant Terms and Conditions is binding. GRANTEE may request a Grant extension, which DTSC can issue unilaterally if GRANTEE sufficiently justifies its extension needs.
31. It is expressly understood that GRANTEE'S failure to perform or delayed performance, in whole or in part, or any of the terms of these Grant Terms and Conditions, if such failure is attributable to an Act of God, fire, flood, riot, insurrection, embargo, emergency or governmental orders, regulations, priority, or other limitations or restrictions, or other similar unforeseen causes beyond the reasonable control of such party, shall not constitute Grant Terms and Conditions noncompliance; however, GRANTEE shall use its best effort to ensure that the Mitigation Project is completed in a reasonable time without unnecessary delay.
32. The Grant Terms and Conditions provisions shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
33. No failure of either party to exercise any power or right given it hereunder or to insist on strict compliance by the other party with its obligations hereunder shall constitute a waiver of the other party's right to demand at any time exact Terms and Conditions compliance hereof.
34. All notices, requests, instructions, or other documents to be given hereunder to either party by the other shall be in writing and delivered personally or sent by certified or registered mail, postage prepaid, to the addresses set forth in these Grant Terms and Conditions. Any such notice, request, instruction, OR other document shall be conclusively deemed to have been received and be effective on the date on which personally delivered or, if sent by certified or registered mail, on the day mailed to the parties as follows:

To the GRANTOR: Department of Toxic Substances Control:  
Francesca Negri, Chief Deputy Director  
1001 "I" Street, P.O. Box 806  
Sacramento, CA 95812-0806

To the GRANTEE: S.F. Parks and Department  
Philip Ginsburg  
501 Stanyan Street,  
San Francisco, CA 94117

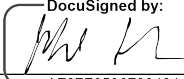
or to such other address as a party may subsequently specify in writing to the other party.

35. Under the laws of the State of California, the GRANTEE shall not be:
  - a. In violation of any order or resolution not subject to review promulgated by the California Air Resources Board or an air pollution control district;
  - b. Subject to cease-and-desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
  - c. Out of compliance with any applicable Federal, State, and local laws, ordinances, regulations, and permits.
36. If any provision or item of these Grant Terms and Conditions is held invalid, such invalidity shall not affect other provisions or items of these Grant Terms and Conditions which can be given effect without the invalid provisions or items, and to this end, the provisions of these Grant Terms and Conditions are hereby declared severable.
37. These Grant Terms and Conditions may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one and the same document.



IN THE WITNESS WHEREOF, THE DEPARTMENT OF TOXIC SUBSTANCES CONTROL AND THE GRANTEE EXECUTED THIS GRANT TERMS AND CONDITIONS AGREEMENT ON THE RESPECTIVE DATES SET FORTH BELOW.

“S.F. Parks and Recreation Department”  
City and County of San Francisco

DocuSigned by:  
BY:  \_\_\_\_\_  
Philip Ginsburg  
General Manager  
S.F. Parks and Recreation Department’s Authorized Signatory

Date: 10/12/2022

“Department of Toxic Substances Control”

BY:  \_\_\_\_\_  
Francesca Negri  
Chief Deputy Director  
DTSC’s Authorized Signatory

Date: 10/31/2022

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References:

Exhibit A – Legal Description

Exhibit B – Map

Exhibit C – Final Remedial Action Plan and Remedial Design Report

Exhibit D – Cost Estimate

Exhibit E – Davis- Bacon Terms and Conditions for Hazardous Waste Cleanup Grants  
to Governmental Entities

**From:** [Moran, Toni \(REC\)](#)  
**To:** [BOS-Operations](#)  
**Cc:** [Holl, Kaitlin \(REC\)](#)  
**Subject:** Transmittal of Grant Contracts for File Number 221006, FN 221079, FN 230222, FN 230454, FN240455, FN220857, FN 231009, and FN 231169  
**Date:** Wednesday, March 27, 2024 5:38:39 PM  
**Attachments:** [File No. 221006 TwinPeaks RPP Contract.pdf](#)  
[File No. 221079 Herz CPF Contract.pdf](#)  
[File No. 230222 NVTW SG Contract.pdf](#)  
[File No. 230454 JPP SG Contract.pdf](#)  
[File No. 240455 JPP CPF Contract.pdf](#)  
[File No.220857 900 Innes DTSC Contract.pdf](#)  
[File No. 231009 BSM ORLPR5 Contract.pdf](#)  
[File No. 231169 900 Innes SCC Contract.pdf](#)

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Hi,

I am transmitting several executed grant contracts that need to be placed in the legislative files. Much of this legislation that was adopted in the last year and a half. I have renamed each contract to include the legislative file number.

Plus let me know if you need additional information.

**Toni Moran**, Capital Grants Manager

Pronouns: she, her

San Francisco Recreation and Park Department - Planning & Capital Division

49 South Van Ness, Suite 1220 | San Francisco, CA | 94103

Office: (628) 652-6621 | [toni.moran@sfgov.org](mailto:toni.moran@sfgov.org)

***Please note I am working remotely Monday, Thursday and can be reached at (415) 794-8173***