

File No. 211048

Committee Item No. 6

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

# COMMITTEE/BOARD OF SUPERVISORS

## AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date October 27, 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)

- Recreation and Park Commissio Resolution No. 2108-005
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
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Completed by: Linda Wong Date October 19, 2021

Completed by: Linda Wong Date \_\_\_\_\_

1 [Accept and Expend Grant - Retroactive - California Department of Parks and Recreation -  
2 Crocker Amazon Playfields and Lake Merced Trail - \$1,634,540]

3 **Resolution retroactively authorizing the Recreation and Park Department to accept and**  
4 **expend grant funding in the amount of \$1,634,540 from the California Department of**  
5 **Parks and Recreation for the Crocker Amazon Playfield Project and Lake Merced Trail**  
6 **Improvement Project; and approving the form of grant contract which requires the**  
7 **Recreation and Park Department to maintain the projects for the duration of the**  
8 **Contract Performance Period from July 1, 2019, through June 30, 2049, pursuant to**  
9 **Charter, Section 9.118(a).**

10  
11 WHEREAS, Proposition 68, the California Drought, Water, Parks, Climate, Coastal  
12 Protection, and Outdoor Access for All Act of 2018 was approved by the voters on June 5,  
13 2018; and

14 WHEREAS, The California Department of Parks and Recreation administers  
15 Proposition 68 funds under its Recreation Infrastructure and Revenue Enhancement (“RIRE”)  
16 Program, which makes funds available for improvements to local and regional parks  
17 infrastructure; and

18 WHEREAS, On August 19, 2021, the San Francisco Recreation and Park Commission  
19 adopted Resolution No. 2108-005 approving the Recreation and Park Department’s (“RPD’s”)  
20 application for RIRE Program funds, authorizing the RPD General Manager to negotiate  
21 agreements with the State concerning the administration of the grants, and recommending  
22 that the Board of Supervisors approve a grant agreement and authorize RPD to accept and  
23 expend the grant; and

24 WHEREAS, RPD identified the Crocker Amazon Playfield Project and Lake Merced  
25 Trail Improvement Project as candidates for the RIRE Program funding and proposes to

1 submit project applications for the Crocker Amazon Playfield Project and Lake Merced  
2 Improvement requesting \$1,000,000 for Crocker Amazon Playfields Project and \$634,540 for  
3 Lake Merced Trail Improvements for a combined total of \$1,634,540 (collectively, the “Grant”);  
4 and

5 WHEREAS, As a condition of receiving the Grant, RPD is required to enter into a Grant  
6 Agreement substantially in the form as the draft agreement which is on file with the Clerk of  
7 the Board under File No. 211048 and which is hereby declared to be part of this Resolution as  
8 if set forth fully herein; and

9 WHEREAS, Relevant terms of the Agreement include completion of the project by  
10 June 30, 2024, and an agreement to continue operating the properties for public recreation for  
11 the duration of the contract period which ends June 30, 2049; and

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

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

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

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

19 FURTHER RESOLVED, That the Board of Supervisors approves the Grant Agreement;  
20 and, be it

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

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

4 FURTHER RESOLVED, That the Board of Supervisors authorizes the General  
5 Manager, or his or her Designee to record a Declaration of Restriction with the Assessor-  
6 Recorder on the Crocker Amazon Playfield Project Assessor's Parcel Block Number 6284A,  
7 Lot Number 001 and the Lake Merced Improvement Project Assessor's Parcel Block Number  
8 7283, Lot Number 004, to provide notice of the restrictions that shall apply for the duration of  
9 the Contract Performance Period from July 1, 2019, through June 30, 2049; and, be it

10 FURTHER RESOLVED, That within 30 days of the Grant Agreement being fully-  
11 executed by all parties, RPD shall provide the final Grant Agreement to the Clerk of the Board  
12 for inclusion into the official file.

13

14

15

16 Recommended:

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

17

Mayor

18 \_\_\_\_\_ /s/ \_\_\_\_\_

19 Department Head

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

20

Controller

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22

23

24

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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: Recreational Infrastructure Revenue Enhancement Grant- Crocker Amazon Playfields

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: \$1,000,000

6a. Matching Funds Required: No

b. Source(s) of matching funds (if applicable): Not Applicable

7a. Grant Source Agency: California State Parks Department

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

8. Proposed Grant Project Summary: The Crocker Amazon Playfields Project will remove and recycle the existing synthetic turf and infill material and install new synthetic turf using a natural infill material. The Project will also provide new soccer goals for adult and youth play and replace damaged and worn benches, gates, fence fabric, trash receptacles and signage. This project is currently in the planning phase and scheduled for completion in December 2023.

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

Start-Date: July 1, 2019 End-Date: June 30, 2024

10a. Amount budgeted for contractual services: \$1,000,000

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? \$ N/A

b2. How was the amount calculated? N/A

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?  
Department and Division Indirect Costs

12. Any other significant grant requirements or comments: Grant award is for the reimbursement of construction cost identified in the grant budget. 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 checked="" type="checkbox"/> Existing Site(s)      | <input type="checkbox"/> Existing Structure(s)      | <input type="checkbox"/> Existing Program(s) or Service(s) |
| <input checked="" type="checkbox"/> Rehabilitated Site(s) | <input type="checkbox"/> Rehabilitated Structure(s) | <input type="checkbox"/> New Program(s) or Service(s)      |
| <input type="checkbox"/> New Site(s)                      | <input type="checkbox"/> New Structure(s)           |  |

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

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

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

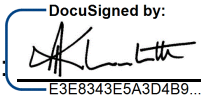
Comments:

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

Arfaraz Khambatta, CASp  
(Name)

San Francisco Public Works Building Design and Construction Disability Access Coordinator  
(Title)

Date Reviewed: \_\_\_\_\_

DocuSigned by:  
  
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9/24/2021

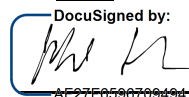
\_\_\_\_\_  
(Signature Required)

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

Philip A. Ginsburg  
(Name)

General Manager, Recreation and Park Department  
(Title)

Date Reviewed: 9/24/2021

DocuSigned by:  
  
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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: Recreational Infrastructure Revenue Enhancement Grant – Lake Merced Trail Improvement 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: \$634,540
- 6a. Matching Funds Required: No
- b. Source(s) of matching funds (if applicable): Not Applicable
- 7a. Grant Source Agency: California State Parks Department
- b. Grant Pass-Through Agency (if applicable): N/A
- 8. Proposed Grant Project Summary: Lake Merced Trail Improvement Project.

The Lake Merced Trail Improvement Project includes improvements to the multiuse perimeter path, tree and shrub work, site furnishings including park benches and picnic tables, the replacement of existing parcourse equipment and construction of retaining walls.

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

Start-Date: July 1, 2020 End-Date: June 30, 2024

- 10a. Amount budgeted for contractual services: \$634,540
- 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? \$ N/A
- b2. How was the amount calculated? N/A

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?

Department and Division Indirect Costs

12. Any other significant grant requirements or comments: Grant award is for the reimbursement of construction cost identified in the grant budget. 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 checked="" type="checkbox"/> Existing Program(s) or Service(s) |
| <input checked="" type="checkbox"/> Rehabilitated Site(s) | <input checked="" type="checkbox"/> Rehabilitated Structure(s) | <input type="checkbox"/> New Program(s) or Service(s)                 |
| <input type="checkbox"/> New Site(s)                      | <input type="checkbox"/> New Structure(s)                      |   |

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

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

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

Comments:

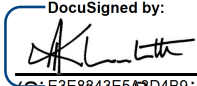
Departmental ADA Coordinator or Mayor's Office of Disability Reviewer: Arfaraz Khambatta

(Name)

ADA Compliance Coordinator, Recreation and Park Department, Planning & Capital Division

(Title)

Date Reviewed: 9/24/2021

DocuSigned by:  
  
 (Signature Required)

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

Philip A. Ginsburg

(Name)

General Manager, Recreation and Park Department

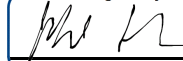
(Title)



Date Reviewed: 9/24/2021

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DocuSigned by:



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Crocker Amazon Playfields Project

Project Budget		Funding Sources	
Construction Hard Costs	\$ 6,052,350.00	Prop. 68 - Recreational Infrastructure Revenue	\$ 1,000,000
Soft Costs	\$ 700,000.00	General Fund FY 21-22	\$ 1,930,100
		General Fund FY 22-23 (expected)	\$ 2,232,000
		City Fields	\$ 1,590,250
<b>Total Project Budget</b>	<b>\$ 6,752,350</b>	<b>Total Funding Sources</b>	<b>\$ 6,752,350</b>

Lake Merced Trail Improvement Project

Project Budget		Funding Sources	
Construction Hard Costs	\$ 3,424,915	Prop. 68 - Recreational Infrastructure Revenue	\$634,540
Soft Costs	\$ 1,209,625	California General Fund Specified Grant	\$1,000,000
		2012 Clean and Safe Neighborhood Park Bond (CSNPB)	\$2,000,000
		2012 CSNPB - Forestry	\$1,000,000
<b>Total Project Budget</b>	<b>\$4,634,540</b>	<b>Total Funding Sources</b>	<b>\$4,634,540</b>

**RECREATION AND PARK COMMISSION**  
**City and County of San Francisco**  
**Resolution Number 2108-005**

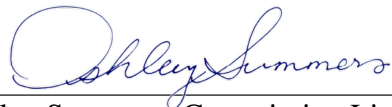
**CROCKER AMAZON PLAYFIELDS PROJECT AND LAKE MERCED  
TRAIL IMPROVEMENT PROJECT – PROPOSITION 68  
RECREATIONAL INFRASTRUCTURE REVENUE ENHANCEMENT  
PROGRAM**

**RESOLVED**, This Commission does 1) adopt a resolution approving the applications for a total of \$1,634,540 in Recreation Infrastructure Revenue Enhancement funds from the California Department of Parks and Recreation for the Crocker Amazon Playfields Project (\$1,000,000) and Lake Merced Improvements Project (\$634,540) (“the Projects”); 2) recommend that the Board of Supervisors authorize the Recreation and Park Department to accept and expend the Grants for the purposes of the Projects; 3) recommend that the Board of Supervisors authorize the Recreation and Park Department to enter into an agreement with the California State Parks Department to operate and maintain the park improvements for a period of 30 years.

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 August 19, 2021.



---

Ashley Summers, Commission Liaison



## Allocations for the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018

### Recreational Infrastructure Revenue Enhancement (RIRE) Program

(Minimum Allocation \$250,000)

Jurisdiction	RIRE Allocation
Carmel Valley Recreation and Park District	\$ 250,000
City & County of San Francisco, Recreation & Park Dept	\$ 1,634,540
City of Albany	\$ 250,000
City of Berkeley, Parks, Recreation & Waterfront Dept	\$ 250,000
City of Clayton	\$ 250,000
City of Davis, Parks & Community Services	\$ 250,000
City of Rancho Cucamonga	\$ 250,000
City of Rocklin, Parks and Recreation	\$ 250,000
City of South Lake Tahoe	\$ 250,000
Cordova Recreation and Park District	\$ 250,000
Cosumnes Community Services District	\$ 250,000
County of Los Angeles, Dept of Parks & Recreation	\$ 19,025,731
County of Santa Clara, Parks & Recreation Dept	\$ 3,583,151
County of Marin, Marin County Parks	\$ 480,201
County of Santa Cruz, Parks Open Space & Cultural Srvc	\$ 250,000
County of Sonoma, Regional Parks	\$ 925,899
East Bay Regional Park District	\$ 1,596,099
Fair Oaks Recreation and Park District	\$ 250,000
Firehouse Community Park Agency	\$ 250,000
Greater Vallejo Recreation District	\$ 250,000
Hayward Area Recreation and Park District	\$ 555,656
Isla Vista Recreation and Park District	\$ 250,000
La Selva Beach Recreation District	\$ 250,000
Midpeninsula Regional Open Space District	\$ 1,428,282
Monterey Peninsula Regional Park District	\$ 250,000
Mountains Recreation & Conservation Authority	\$ 250,000
Santa Clara Valley Open Space Authority	\$ 2,520,441
Southgate Recreation and Parks District	\$ 250,000
Strawberry Recreation District	\$ 250,000
Town of Truckee	\$ 250,000
<b>TOTAL FOR ALL RECIPIENTS</b>	<b>\$ 37,000,000</b>

**Contract**



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

**Sample Grant Contract  
Recreational Infrastructure Revenue Enhancement Grant Program**

GRANTEE: Grantee Name

GRANT PERFORMANCE PERIOD is from July 1, 2019 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 1, 2019 through June 30, 2049

The GRANTEE agrees to the terms and conditions of this contract (CONTRACT), and the State of California, acting through its Director of the Department 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 PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

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

Total State grant amount not to exceed \$ [GRANT amount]

**GRANTEE**

AUTHORIZED REPRESENTATIVE Signature	Date
Print Name and Title	

**STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION**

AUTHORIZED REPRESENTATIVE Signature	Date
Print Name and Title	

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)				
AMOUNT OF ESTIMATE \$		CONTRACT NUMBER	FUND	
ADJ. INCREASING ENCUMBRANCE \$		APPROPRIATION		
ADJ. DECREASING ENCUMBRANCE \$		ITEM VENDOR NUMBER		
UNENCUMBERED BALANCE \$		LINE ITEM ALLOTMENT	CHAPTER	STATUTE
T.B.A. NO.	B.R. NO.	INDEX	Funding Source	FISCAL YEAR
				OBJ. EXPEND
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.				
SIGNATURE OF ACCOUNTING OFFICER			DATE	

## **I. RECITALS**

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as “GRANTOR,” “DEPARTMENT” or “STATE”) and [grantee name] (hereinafter referred to as “GRANTEE”).

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as “GRANT MONIES”) not to exceed \$[GRANT amount], subject to the terms and conditions of this CONTRACT and the 20xx/xx California State Budget, Chapter xx, statutes of 20xx, Item number – 3790-xxx-xxxx (appropriation chapter and budget item number hereinafter referred to as “RECREATIONAL INFRASTRUCTURE REVENUE ENHANCEMENT GRANT”). These funds shall be used for completion of the GRANT and PROJECT SCOPE(S).

The Grant Performance Period is from July 1, 2019 to June 30, 2024.

The CONTRACT Performance Period is from July 1, 2019 to June 30, 2049.

## **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 Development PROJECT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this GRANT.
7. The term “PROCEDURAL GUIDE” means the document identified as the “Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Recreational Infrastructure Revenue Enhancement Program.” The PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the GRANT.
8. The term “PROJECT” means the SCOPE as described in the APPLICATION PACKET to be completed with GRANT.

## **B. Project Execution**

1. Subject to the availability of GRANT MONIES in the ACT, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated 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 GRANT PERFORMANCE PERIOD set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, §21000, et seq., Title 14, California Code of Regulations, §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. Procedural Guide**

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

## **D. Project Administration**

1. If GRANT MONIES are advanced for DEVELOPMENT PROJECTS, the advanced GRANT MONIES shall be placed in an interest bearing account until expended. Interest earned on the advanced GRANT MONIES 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 MONIES 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) PROCEDURAL 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 the 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 cases, the STATE may reimburse the 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 GRANT SCOPE 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 PROJECT 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 PROJECT 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 PROJECT property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the PROJECT property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The PROJECT 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 the STATE within 10 days of receiving the complaint.

## **J. Nondiscrimination**

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, 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 GRANT 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 MONIES (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.

## **N. 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.

**O. 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.

**GRANTEE**

AUTHORIZED REPRESENTATIVE Signature	Date
Print Name and Title	

**STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION**

AUTHORIZED REPRESENTATIVE Signature	Date
Print Name and Title	

SAMPLE

## **Accounting and Audits**

### **Accounting Requirements**

GRANTEES must use accounting practices that:

- Provide accounting data that clearly records costs incurred on the PROJECT and accurately reflects fiscal transactions, with the necessary controls and safeguards.
- Provide good audit trails, especially the source documents (purchase orders, receipts, progress payments, invoices, time cards, cancelled warrants, warrant numbers, etc.) specific to the PROJECT.

### **Accounting Rules for Employee Services (IN-HOUSE EMPLOYEE SERVICES)**

GRANTEES must follow these accounting practices for employee services:

- Maintain time and attendance records as charges are incurred, identifying the employee through a name or other tracking system, and that employee's actual (hours worked) time spent on the PROJECT.
- Time estimates, including percentages, for work performed on the PROJECT are not acceptable.
- Time sheets that do not identify the specific employee's time spent on the PROJECT are not acceptable.
- Costs of the salaries and wages must be calculated according to the GRANTEE'S wage and salary scales, and may include benefit costs such as vacation, health insurance, pension contributions and workers' compensation.
- Overtime costs may be allowed under the GRANTEE'S established policy, provided that the regular work time was devoted to the same PROJECT.
- May not include overhead or cost allocation. These are costs generally associated with supporting an employee, such as rent, personnel support, IT, utilities, etc.

### **State Audit**

GRANTS are subject to audit by DPR. (See page 49, Audit Checklist). All PROJECT records must be retained for five years after final payment was issued, or PROJECT terminated, whichever is later.

The GRANTEE must provide the following when an audit date and time has been confirmed by DPR:

- All PROJECT records, including the source documents and cancelled warrants, books, papers, accounts, time sheets, or other records listed in the Audit Checklist or requested by DPR.
- An employee having knowledge of the PROJECT and its records to assist the DPR auditor.

### **Record Keeping Recommendation**

GRANTEES are encouraged to keep records of all eligible costs, including those not submitted to OGALS for payment. This provides a potential source of additional eligible costs, should any submitted expenses be deemed ineligible.

Contact the DPR Audits Office at (916) 657-0370 for questions about these requirements.

## Audit Checklist

An audit of the PROJECT may be performed before or following PROJECT completion. The GRANTEE must retain and make available all PROJECT related records for five years following PROJECT termination or final payment of GRANT funds. Listed below are some of the items the auditor will examine during the review of your records as applicable. It is the responsibility of the GRANTEE to have these records available in a central location ready for review once an audit date and time has been confirmed. If you have any questions regarding these documents, you may contact the State Department of Parks and Recreation Audits Office at (916) 657-0370.

### CONTRACTS

- Summary list of bidders (including individual bid packages)
- Recommendation by reviewer of bids
- Awarding by governing body (minutes of the meeting/resolution)
- Construction contract agreement
- Contract bonds (bid, performance, payment)
- Contract change orders
- Contractor's progress billings
- Payments to contractor (cancelled checks/warrants, bank statements and EFT receipts\*\*)
- Stop Notices (filed by sub-contractors and release if applicable)
- Liquidated damages (claimed against the contractor)
- Notice of completion (recorded)

### IN-HOUSE EMPLOYEE SERVICES\*

- Authorization/work order identifying project
- Daily time sheets signed by employee and supervisor
- Hourly rate (salary schedules/payroll register)
- Fringe benefits (provide breakdown)

### IN-HOUSE EQUIPMENT\*

- Authorization/work order
- Daily time records identifying the project site
- Hourly rate related backup documents

### MINOR CONTRACTS/MATERIALS/SERVICES/ EQUIPMENT RENTALS

- Purchase orders/Contracts/Service Agreements
- Invoices
- Payments (actual cancelled checks/warrants, bank statements and EFT receipts \*\*)

### ACQUISITION

- Appraisal Report
  - Did the owner accompany the appraiser?
  - 10 year history
- Statement of just compensation (signed by seller)
- Statement of difference (if purchased above appraisal)
- Waiver of just compensation (if purchased below appraisal: signed by seller)
- Final Escrow Closing Statement
- Cancelled checks/warrants, bank statements and EFT receipts, [payment(s) to seller(s)]
- GRANT deed (vested to the participant) or final order of condemnation
- Title insurance policy (issued to participant)
- Relocation documents
- Income (rental, grazing, sale of improvements, etc.)

### INTEREST

- Schedule of interest earned on State funds advanced  
Note: Interest on grant advances is accountable, even if commingled in a pooled fund account and/or interest was never allocated back to the grant fund.

### AGREEMENT/CONTRACTS

- Leases, agreements, etc., pertaining to developed/acquired property
- Proof of insurance pertaining to developed/acquired property

\* Estimated time expended on the projects is not acceptable. Actual time records and all supporting documentation must be maintained as charges are incurred and made available for verification at the time of audit.

\*\* Front and back if copied.

**From:** [Kittler, Sophia \(MYR\)](#)  
**To:** [BOS Legislation, \(BOS\)](#)  
**Cc:** [Jones, Ernest \(BOS\)](#); [Peacock, Rebecca \(MYR\)](#); [Ng, Beverly \(REC\)](#)  
**Subject:** Mayor - Resolution - AE - Crocker Amazon Playfield & Lake Merced Trail  
**Date:** Tuesday, October 5, 2021 5:50:57 PM  
**Attachments:** [7. RPD Commission resolution.pdf](#)  
[8. San Francisco Parks Receive \\$1.6M.pdf](#)  
[9. RIRE Grant Agreement Template.pdf](#)  
[2. Resolution - RPD - AE - Crocker Amazon Lake Merced Trail.doc](#)  
[2.3 Resolution -Mayor"s Approval.pdf](#)  
[3. RIRE Grant Information Form - Crocker Amazon Playfields.doc.pdf](#)  
[4. RIRE Grant Information Form - Lake Merced Trail.doc.pdf](#)  
[5. Crocker Amazon Playfields Project Budget.pdf](#)  
[6. Lake Merced Trail Improvements Project Budget.pdf](#)  
[2.1 Signed Resolution \(CON + RPD\).pdf](#)

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Dear Clerks,

Please find attached for introduction to the Board of Supervisors a **Resolution retroactively authorizing the Recreation and Park Department to accept and expend grant funding in the amount of \$1,634,540 from the California Department of Parks and Recreation for the Crocker Amazon Playfield Project and Lake Merced Trail Improvement Project; and approving the form of grant contract which requires the Recreation and Park Department to maintain the projects for the duration of the Contract Performance Period from July 1, 2019, through June 30, 2049, pursuant to Charter, Section 9.118(a).**

Approval Signatures are attached.

Please note that Supervisor Safai is a co-sponsor of this legislation.

Let me know if you have any questions.

Sophia

Sophia Kittler  
Liaison to the Board of Supervisors  
Office of Mayor London N. Breed  
(415) 554 6153 | [Sophia.kittler@sfgov.org](mailto:Sophia.kittler@sfgov.org)