

File No. 221077

Committee Item No. 7

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee
Board of Supervisors Meeting

Date November 9, 2022
Date _____

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input checked="" 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 |
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OTHER (Use back side if additional space is needed)

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Completed by: Brent Jalipa Date November 3, 2022

Completed by: Brent Jalipa Date _____

1 [Accept and Expend Grant - Grant Contract - Retroactive - California Department of Parks and
2 Recreation Habitat Conservation Fund - Twin Peaks Trail Improvements Project - \$350,000]

3 **Resolution retroactively authorizing the Recreation and Park Department to accept and**
4 **expend a California Department of Parks and Recreation Habitat Conservation Fund**
5 **Grant in the amount of \$350,000 to support trail improvements within the Twin Peaks**
6 **Open Space for the term of July 1, 2022, through June 30, 2027; approving a Grant**
7 **Contract that requires the Department to maintain the trail for the duration of the**
8 **contract performance period from July 1, 2022, through June 30, 2042, pursuant to**
9 **Charter, Section 9.118(a); and authorizing the Recreation and Park Department General**
10 **Manager to enter into modifications and amendments to the grant contract that do not**
11 **materially increase the obligations or liabilities to the City and are necessary to**
12 **effectuate the purposes of the project or this Resolution.**

13
14 WHEREAS, The City and County owns Twin Peaks Open Space Assessor's Parcel
15 Block No. 2643, Lot No. 006, Assessor's Parcel Block No. 2643, Lot No. 007, Assessor's
16 Parcel Block No. 2643, Lot No. 009, Assessor's Parcel Block No, 2643, Lot No. 014, and
17 Assessor's Parcel Block No. 2643, Lot No. 027 (hereafter, the "Property"); and

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

20 WHEREAS, On November 3, 2020, San Francisco residents passed Proposition A, a
21 \$487.5 million General Obligation Bond identified as the 2020 Health and Recovery Bond
22 ("Bond") and the Bond included \$1,000,000 in funding to support trail improvements; and

23 WHEREAS, The California Department of Parks and Recreation ("DPR") administers
24 the Habitat Conservation Fund Program ("Grant") that provides funding for trail construction
25 and improvements; and

1 WHEREAS, The Department applied for a grant in the amount of \$350,000 for
2 improvements to the Twin Peaks Trail system (“Project”) that will improve community access
3 to sections fo the Bay Area Ridge Trail; and

4 WHEREAS, On May 19, 2022, the Recreation and Park Commission adopted
5 Resolution No. 2205-006 approving the Department’s submission of the Grant application for
6 the Project and recommending that the Board of Supervisors authorize the Department to
7 accept and expend the grant funds and approve the terms of the Grant Contract which is on
8 file with the Clerk of the Board under File No. 221007 and which is hereby declared to be part
9 of this Resolution as if set forth fully herein; and

10 WHEREAS, The Grant Performance Period starts on July 1, 2022, and end on
11 June 30, 2027; and

12 WHEREAS, The Grant Contract requires the Department to maintain project location
13 for public use for a period of 20-years ending on June 30, 2042; and

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

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

17 RESOLVED, That the Board of Supervisors hereby authorizes the General Manager or
18 their designee to accept and expend grant funds in the amount of \$350,000 for the Twin
19 Peaks Trails Improvement Project; and, be it

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

22 FURTHER RESOLVED, That the Board of Supervisors approves the Grant Contract
23 for the Twin Peaks Trails Improvement Project and authorizes the RPD General Manager to
24 enter into any modifications and amendments to the Grant Contract, including to any of its
25 exhibits, and authorizes the RPD General Manager to execute further agreements and

1 instruments related to the Project, that the RPD General Manager determines, in consultation
2 with the City Attorney, are in the best interests of the City and do not materially increase the
3 obligations or liabilities of the City, are necessary or advisable to effectuate the purposes of
4 the Project or this Resolution, and are in compliance with all applicable laws, including the
5 City's Charter; and, be it

6 FURTHER RESOLVED, That the Board of Supervisors authorizes the General
7 Manager, or their Designee to record a Declaration of Restriction with the Assessor-Recorder
8 on the Twin Peaks Open Space Assessor's Parcel Block No. 2643, Lot No. 006, Assessor's
9 Parcel Block No. 2643, Lot No. 007, Assessor's Parcel Block No. 2643, Lot No. 009,
10 Assessor's Parcel Block No. 2643, Lot No. 014, and Assessor's Parcel Block No. 2643, Lot
11 No. 027 to provide notice of the restrictions that shall apply for the duration of the Contract
12 Performance Period from July 1, 2022, through June 30, 2042; and, be it

13 FURTHER RESOLVED, That within 30 days of the Grant Contract being fully-executed
14 by all parties, RPD shall provide the final Grant Contract to the Clerk of the Board for inclusion
15 into the official file.

16 Recommended:

17

18 _____ /s/

19 General Manager

20

21

22 Approved:

Approved:

23 _____ /s/

_____ /s/

24 Mayor

Controller

25

<p>Item 7 File 22-1077</p>	<p>Department: Recreation and Parks Department (REC)</p>
<p>EXECUTIVE SUMMARY</p>	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> • The proposed resolution would retroactively authorize the Recreation and Park Department (REC) to accept and expend a grant from the California Department of Parks and Recreation (CDPR) Habitat Conservation Fund in the amount of \$350,000 for the Twin Peaks Trails Improvement Project for the term of July 2022 through June 2027 and requiring REC to maintain the trail for the duration of the contract performance period of July 2022 through June 2042. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> • REC has proposed the Twin Peaks Trails Improvement Project to control erosion, improve walking and running experience, and restore native habitats in Twin Peaks. In 2022, the Board of Supervisors approved the acceptance and expenditure of two State grant awards for the project, totaling \$2,400,000. REC has also applied for a grant from the CDPR Habitat Conservation Fund. The grant has not been awarded yet, but CDPR has informed REC that due to limited applications, the grant will likely be awarded. REC anticipates that the grant awards will be announced in Fall 2022. The grant requires a 1:1 match, which will be met by a previously awarded grant. The proposed grant agreement has a 20-year performance period and requires the City to maintain improvements funded by the grant. • The Twin Peaks Trails Improvement Project will improve three existing trail segments and the Twin Peaks Promenade, which is a section of Twin Peaks Boulevard that is now closed to vehicular traffic and will become a multi-use linear park. Trail improvements include replacing deteriorating wood steps with longer-lasting box steps, eliminating informal trails, providing erosion control measures, re-grading and realigning the switchback segment, restoring native plants, and providing wayfinding signage. REC staff plan to solicit bids and award a construction contract in Spring 2023 and expect construction to last from Fall 2023 through Summer 2024. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> • The proposed grant would provide \$350,000 in funding from the CDPR Habitat Conservation Fund for the Twin Peaks Trails Improvement Project. REC estimates that total project costs are approximately \$3.5 million. Approximately \$2,750,000 would be funded by State grant funds, and approximately \$750,000 would be funded by City bond funds. • REC estimates the annual maintenance costs to be \$144,866, not including escalation. <p style="text-align: center;">Recommendation</p> <ul style="list-style-type: none"> • We consider approval of the proposed resolution to be a policy matter for the Board of Supervisors because the proposed grant has not yet been awarded. 	

MANDATE STATEMENT

City Administrative Code Section 10.170-1 states that accepting Federal, State or third-party grant funds in the amount of \$100,000 or more, including any City matching funds required by the grant, is subject to Board of Supervisors approval.

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that has a term of more than ten years is subject to Board of Supervisors approval.

BACKGROUND

Twin Peaks is the second highest park in San Francisco (second to Mt. Davidson) comprised of 64 acres of public land owned by the City and operated by the Recreation and Park Department (REC). The mission blue butterfly is a federally listed endangered species that still survives on Twin Peaks. According to REC staff, Twin Peaks is a highly visited site and the main trails have deteriorated and lead to informal trails that threaten the native habitat. Twin Peaks trails are components of the Bay Area Ridge Trail.

REC has proposed the Twin Peaks Trails Improvement Project to control erosion, improve walking and running experience, and restore native habitats. In January 2022, the Board of Supervisors approved a resolution retroactively authorizing REC to accept and expend a \$500,000 grant from the State Coastal Conservancy Priority Conservation Area Grant Program for the project, requiring \$1,000,000 in matching funds (21-1178). The purpose of that grant was to restore two existing trails on Twin Peaks. In October 2022, the Board of Supervisors approved a resolution retroactively authorizing REC to accept and expend a \$1,900,000 grant from the California Department of Parks and Recreation (CDPR) for the project (File 22-1006). The purpose of this grant is to convert a portion of Twin Peaks Boulevard into public open space. REC has also applied for a grant from the CDPR Habitat Conservation Fund to restore a third trail on Twin Peaks, connecting the park a residential area and bus stop. According to Toni Moran, REC Senior Administrative Analyst, the Habitat Conservation Fund grant has not been awarded yet, but CDPR has informed REC that due to limited applications, the grant will likely be awarded. REC anticipates the grant awards will be announced in Fall 2022.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would retroactively authorize REC to accept and expend a grant from the CDPR Habitat Conservation Fund for the Twin Peaks Trails Improvement Project in the amount of \$350,000 for the term of July 2022 through June 2027 and requiring REC to maintain the trail for the duration of the contract performance period of July 2022 through June 2042. According to Senior Administrative Analyst Moran, REC is requesting retroactive approval because the performance period begins July 1, 2022, although REC has not received any grant funds. REC is requesting Board of Supervisors approval before the grant award to avoid delays to the project.

The Twin Peaks Trails Improvement Project will improve three existing trail segments and the Twin Peaks Promenade, which is a section of Twin Peaks Boulevard that is now closed to vehicular

traffic and will become a multi-use linear park. Trail improvements include replacing deteriorating wood steps with longer-lasting box steps, eliminating informal trails, providing erosion control measures, re-grading and realigning the switchback segment, restoring native plants, and providing wayfinding signage. REC staff plan to solicit bids and award a construction contract in Spring 2023 and expect construction to last from Fall 2023 through Summer 2024. Worked on the project started in June 2021. According to Senior Administrative Analyst Moran, total project spending to date is \$102,924 for trail design and project management.

Grant Agreement

Although the grant has not been awarded as of this writing, REC provided a template grant agreement from the CDPR in the legislative file. The proposed grant agreement has a 20-year performance period and requires the City to maintain the improvements funded by the grant. The grant requires a 1:1 match, which will be met by the previously approved State Coastal Conservancy grant.

FISCAL IMPACT

The proposed grant would provide \$350,000 in funding from the CDPR Habitat Conservation Fund for the Twin Peaks Trails Improvement Project. REC staff estimate that total project costs are approximately \$3.5 million. The estimated sources and uses of funds are shown in Exhibit 1 below.

Exhibit 1: Estimated Sources and Uses of Funds

Sources	Amount
CDPR Proposition 68 Regional Park Program Grant ¹	\$1,900,000
State Coastal Conservancy Priority Conservation Area Grant	500,000
2020 Health and Recovery Bond (Proposition A) ²	750,000
CDPR Habitat Conservation Fund (This File 22-1077)	350,000
Total Sources	\$3,500,000

Uses	Amount
Construction	\$3,071,330
Soft Costs	428,670
Total Uses	\$3,500,000

Source: REC

According to Senior Administrative Analyst Moran, the project budget has increased from approximately \$1.5 million in January 2022 to \$3.5 million due to available funding from the CDPR Proposition 68 grant (File 22-1006). This funding allowed REC to add a third trail and the Twin Peaks Promenade to the project scope.

¹ Proposition 68, approved by California voters in June 2018, authorized \$4 billion in general obligation bonds for state and local parks, environmental protection and restoration projects, water infrastructure projects, and flood protection projects.

² Proposition A, approved by San Francisco voters in November 2020, authorized \$487.5 in general obligation bonds for mental health and homelessness facilities, parks, open space, and recreation facilities, and street improvements.

As noted above, REC would be required to maintain the improvements for 20 years. According to Senior Administrative Analyst Moran, REC estimates the annual maintenance costs to be \$144,866, not including escalation.

RECOMMENDATION

We consider approval of the proposed resolution to be a policy matter for the Board of Supervisors because the proposed grant has not yet been awarded.

Appendix: Twin Peak Trails Improvement Project Design Maps

Map of New Trails



Notes: Trail segment 007e – 006 has been restored. Restoration of segment 004e – 003s would be funded by the proposed grant. Segments 005e – 005s and 009s to 009e are funded by the Priority Conservation Area grant and the Promenade will be funded by the Regional Park Program grant.

Map of Promenade



Source: Twin Peaks Trails and Promenade Update (Virtual Community Meeting), October 27, 2021

File Number: 221077
 (Provided by Clerk of Board of Supervisors)

Grant Resolution Information Form
 (Effective July 2011)

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

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

1. Grant Title: Habitat Conservation Fund Program Grant - Twin Peaks Trails 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: \$350,000

6a. Matching Funds Required: \$350,000

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

Project Code	Fund Code	Authority Level 1	Authority Level 1 Description	Authority Code	Authority Description	Activity Code	Activity Description
10037379	16950	22268	Cal State Coastal Conservatory	22268	Twin Peaks PCA Grant	0016	PCA grant Budget

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

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

8. Proposed Grant Project Summary: Improvement of existing access trail from Muni stop on adjacent neighborhood street (Crestline) to the promenade, connecting the promenade with the rest of the trails system via wayfinding and trailhead signs. The project would be completed in conjunction with the Priority Conservation Area Grant scope that includes improvements to the Bay Area Ridge Trail alignment on the existing trail network within the Twin Peaks Open Space to control erosion, improve walking and running experience and restore native plants.

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

Start-Date: July 1, 2022 End-Date: June 30, 2027

10a. Amount budgeted for contractual services: ~\$350,000

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?

The cost of department and division overhead associated with Recreation and Park and Public Works Staff.

12. Any other significant grant requirements or comments: Grant funds are provided on a reimbursement basis. Project Status reports required with every reimbursement request. The Grant Contract Period commences on July 1, 2022 and ends on June 30, 2042.

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

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

- Existing Site(s) Existing Structure(s) Existing Program(s) or Service(s)
- Rehabilitated Site(s) Rehabilitated Structure(s) New Program(s) or Service(s)
- New Site(s) New Structure(s)

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

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

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

Comments:

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

Arfaraz Khambatta

(Name)

San Francisco Public Works Building Design and Construction Disability Access Coordinator

(Title)

Date Reviewed: 9/2/2022

DocuSigned by:



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(Signature Required)

Department Head or Designee Approval of Grant Information Form:

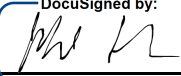
Philip A. Ginsburg

(Name)

General Manager, Recreation and Park Department

(Title)

Date Reviewed: 9/2/2022

DocuSigned by:


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(Signature Required)

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

**HABITAT CONSERVATION FUND PROGRAM
GRANT CONTRACT**

GRANTEE

GRANT PERFORMANCE PERIOD is from _____ through _____

CONTRACT PERFORMANCE PERIOD is from _____ through _____

PROJECT TITLE _____ PROJECT NUMBER _____

The grantee agrees to the terms and conditions of this contract, hereinafter referred to as agreement, and the State of California, acting by and through the California Department of Parks and Recreation, agrees to fund the total grant amount indicated below. The grantee agrees to complete the GRANT SCOPE as defined in the GRANT SCOPE/cost estimate form of the APPLICATION submitted to the State of California.

GRANT SCOPE:

Total grant amount not to exceed \$ _____ OR 50% of the eligible project costs, whichever is less.

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

_____ STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

Grantee

By _____
Typed or printed name of Authorized Representative

By _____

(Signature of Authorized Representative)
Title _____

Date _____

Date _____

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

AMOUNT OF ESTIMATE \$		CONTRACT NUMBER	FUND		
ADJ. INCREASING ENCUMBRANCE \$		APPROPRIATION	HABITAT CONSERVATION FUND PROGRAM		
ADJ. DECREASING ENCUMBRANCE \$		ITEM CALSTARS VENDOR NUMBER			
UNENCUMBERED BALANCE \$		LINE ITEM ALLOTMENT	CHAPTER	STATUTE	FISCAL YEAR
T.B.A. NO.	B.R. NO.	INDEX	PCA		OBJ. EXPEND
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.					
SIGNATURE OF ACCOUNTING OFFICER			DATE		

GRANT CONTRACT

I. RECITALS

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

II. SPECIAL PROVISIONS

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

III. GENERAL PROVISIONS

A. Definitions

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

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

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

B. Project Execution

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

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

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

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

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

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

C. Project Costs

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

D. Project Administration

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

5. The grantee and the STATE agree that if the GRANT SCOPE includes ENHANCEMENT, RESTORATION, DEVELOPMENT, or WILDLIFE AREA ACTIVITIES project activities, final payment may not be made until the work described in the GRANT SCOPE is complete.
6. Any grant funds that have not been expended by the grantee by the date on the PROJECT COMPLETION Certification form, or by end of the GRANT PERFORMANCE PERIOD, whichever is earlier, shall revert to the STATE.

E. Project Termination

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

F. Budget Contingency Clause

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

G. Indemnity

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

H. Financial Records

1. The grantee shall maintain satisfactory financial accounts, documents and records for the project and make them available to the STATE for auditing at reasonable times. The grantee also agrees to retain such financial accounts, documents and records for at least five years following project termination or final payment, whichever is later.

2. The grantee shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of grant monies, (b) the total cost of the project, (c) the amount and nature of project funds provided by other sources, and (d) any other records that will facilitate an effective audit of the grant monies.
3. The grantee agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this agreement or matters related thereto during regular office hours. The grantee shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this agreement. Such accounts, documents, and records shall be retained by the GRANTEE for at least 5 years following final payment of grant monies.
4. The grantee shall use a generally accepted accounting system, per state and federal requirements.

I. Use of Facilities

1. The grantee agrees to operate and maintain project sites and/or locations for the duration of the CONTRACT PERFORMANCE PERIOD. If any property is acquired, enhanced, restored, or developed with grant monies, the grantee is required to operate and maintain the same for the duration of the CONTRACT PERFORMANCE PERIOD.
2. The grantee agrees that during the GRANT PERFORMANCE PERIOD, any income earned by the grantee from a STATE-approved use of the project shall be used for project purposes, or, if approved by the STATE, for other purposes within the grantee's jurisdiction.
3. The grantee acknowledges that reasonable public access shall be provided except when that access may interfere with habitat protection.
4. All facilities shall have operating hours consistent with the times proposed in the APPLICATION and be open to members of the public in accordance with the project selection criteria in the APPLICATION, unless otherwise granted permission by the STATE and except as noted under the special provisions of this agreement or under provisions of the enabling legislation and/or grant program.
5. The grantee agrees that for the duration of the CONTRACT PERFORMANCE PERIOD, any property acquired, enhanced, restored or developed with grant monies under this agreement shall be used only for the purposes of the grant and consistent with the GRANT SCOPE referenced in the APPLICATION unless prior written approval is given by the STATE.

6. The grantee agrees to use any property acquired, enhanced, restored, or developed with grant monies under this agreement only for the purposes of the grant and no other use, sale, or other disposition shall be permitted except as authorized by a specific act of the legislature in which event the property shall be replaced by the grantee with property of equivalent value and usefulness as determined by the STATE.
7. The property acquired, enhanced, restored, or developed with grant monies may be transferred to another eligible entity only if the successor entity assumes the obligations imposed under this agreement and with written approval of the STATE.
8. Any real property acquired or developed with grant monies (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE, provided that such approval shall not be unreasonably withheld as long as the purposes for which the grant monies were awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE's rights to enforce performance under this agreement.
9. All real property or rights thereto, acquired with grant monies shall be subject to an appropriate form of restrictive title, rights, or covenants required and approved by the STATE. If the project property is taken by use of eminent domain, grantee shall reimburse the STATE an amount at least equal to the amount of grant monies received from the STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
10. If eminent domain proceedings are initiated against grantee, grantee shall notify the STATE within 10 days of receiving the complaint.

J. Nondiscrimination

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

K. Severability

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

L. Liability

STATE assumes no responsibility for assuring the safety of construction, site improvements or programs related to the GRANT SCOPE. The STATE's rights under this agreement to review, inspect, and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.

M. Assignability

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

N. Section Headings

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

O. Waiver

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

Grantee

By: _____
Signature of Authorized Representative (Position Authorized in the Resolution)

Title: _____

Date: _____

Twin Peaks Trails Improvement Project

Project Budget		Funding Sources	
Construction including PM and CA	\$3,071,330	Prop. 68 - Regional Park Program Grant	\$1,900,000
Soft Costs	\$428,670	Priority Conservation Area Grant	\$500,000
		2020 Health and Recovery Bond	\$750,000
		Habitat Conservation Fund Grant (Pending)	\$350,000
Total Project Budget	\$3,500,000	Total Funding Sources	\$3,500,000

RECREATION AND PARK COMMISSION
City and County of San Francisco
Resolution Number 2205-006

**APPROVING THE APPLICATION FOR THE RECREATIONAL TRAIL
PROGRAM FOR TWIN PEAKS PROMENADE AND TRAILS
IMPROVEMENTS PROJECT**

WHEREAS, The Fixing America's Surface Transportation Act (FAST-ACT) provides funds to the State of California for Grants to federal, state, local and non-profit organizations to acquire, develop and/or maintain motorized and non-motorized trail Projects; and

WHEREAS, The State Department of Parks and Recreation has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing Project Application under the program; and

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

WHEREAS, The Applicant will enter into a Contract with the State of California to complete the Project(s); now, Therefore, be it

RESOLVED, That the San Francisco Recreation and Park Commission hereby:

1. Approves the filing of an Application for the Recreational Trails Program; and
2. Certifies that the Project is consistent with the Applicant's general plan or the equivalent planning document; and
3. Certifies that said Applicant has or will have available prior to commencement of any work on the Project(s) included in this Application, sufficient funds to operate and maintain the Project(s); and
4. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the Contract shown in the Procedural Guide; and
5. Appoints the General Manager and their designee(s) as agent to conduct all negotiations, execute and submit all documents, including, but not limited to Applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the Project.
6. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

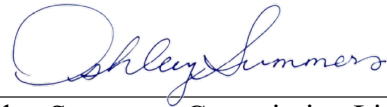
Adopted by the following vote

Ayes 5

Noes 0

Absent 2

I hereby certify that the foregoing resolution was adopted at the Recreation and Park Commission meeting held on May 19, 2022.



Ashley Summers, Commission Liaison



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: September 26, 2022

SUBJECT: Accept Expend and Approval of Subject Grant Contract

GRANT TITLE: Habitat Conservation Fund Grant –Twin Peak Trails
Improvement Project

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

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

Amended grant accept and expend resolution

Grant Information Form

Grant Budget

Recreation and Park Commission Resolution

Grant Contract Template

Special Timeline Requirements: October approval request to maintain project schedule.

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)