

File No. 230222

Committee Item No. 11

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date April 12, 2023

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)

- RPC Resolution No. 2302-011 2/16/2023
- _____
- _____
- _____
- _____
- _____
- _____
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- _____
- _____

Completed by: Brent Jalipa Date April 6, 2023

Completed by: Brent Jalipa Date _____

1 [Accept and Expend Grant - Noe Valley Town Square Prefabricated Public Restroom and
2 Future Modular Restrooms Project in San Francisco Parks and Open Spaces - \$1,700,000]

3 **Resolution authorizing the Recreation and Park Department to accept and expend a**
4 **grant from the California Department of Parks and Recreation in the amount of**
5 **\$1,700,000 for the Noe Valley Town Square Prefabricated Public Restroom and Future**
6 **Modular Restroom Project in San Francisco Parks and Open Spaces; approving the**
7 **associated grant agreement for the term of July 1, 2022, through June 30, 2026; and**
8 **authorizing the Recreation and Park Department to enter into amendments or**
9 **modifications to the grant agreement that do not materially increase the obligations or**
10 **liabilities of the City and are necessary to effectuate the purposes of this grant or this**
11 **Resolution.**

12
13 WHEREAS, Noe Valley Town Square (NVTs) opened to the public on October 27,
14 2016, after four years of collaboration between the Recreation and Park Department
15 ("Department"), the community group Residents for Noe Valley Town Square, then-Supervisor
16 Scott Wiener's office, and the San Francisco Parks Alliance; and

17 WHEREAS, Noe Valley Town Square (NVTs) is owned by the City and County of San
18 Francisco and under the jurisdiction of the Department; and

19 WHEREAS, The park is heavily used by the community and hosts many public events
20 including a weekly farmers market that draws hundreds of people and weekly classes and
21 other programs for children, adults, and seniors; and

22 WHEREAS, A public restroom facility for the NVTs, though planned, could not
23 constructed at the park due to a funding shortage; and

24 WHEREAS, The Noe Valley Community advocated and secured State funding in the
25 amount of \$1,700,000 to fund a public restroom at NVTs and these funds have been

1 appropriated in the 2022/23 California State Budget in the form of a Specified Grant (“Grant”)
2 administered by the California Department of Parks and Recreation (DPR) for this purpose;
3 and

4 WHEREAS, In November 2022, the Department received an in-kind donation of a
5 prefabricated modular restroom and associated site improvements for NVTs, valued at
6 \$425,000 and with additional budget efficiencies, the overall cost to deliver the public
7 restroom was reduced from the estimated \$1,700,000 to \$725,000; and

8 WHEREAS, The Department has initiated a request to DPR to allocate \$300,000 to
9 NVTs, and to allow the remaining Grant balance to be redirected towards a prefabricated
10 restroom facility at Precita Park, pending environmental review, and to other parks following
11 environmental review should funds be available; and

12 WHEREAS, The approval of these modifications will occur as part of the project
13 application process; and

14 WHEREAS, On February 16, 2023, the San Francisco Recreation and Park
15 Commission adopted Resolution No. 2302-011 approving RPD’s application for Specified
16 Grant funds and recommended that the Board of Supervisors accept and expend the Grant,
17 authorize the RPD General Manager to enter into a grant contract and negotiate agreements
18 with the State concerning the administration of the grant; and

19 WHEREAS, As a condition of receiving the Grant, RPD is required to agree to a Grant
20 Contract, which will be effective from July 1, 2022, through June 30, 2026, and substantially in
21 the form as the draft on file with the Clerk of the Board under File No. 230222 and which is
22 hereby declared to be part of this Resolution as if set forth fully herein; and

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

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

1 RESOLVED, That the Board of Supervisors authorizes the Recreation and Park
2 Department to accept and expend the Grant; and, be it

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

5 FURTHER RESOLVED, That the Board of Supervisors approves the Grant Contract;
6 and, be it

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

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

17

18

19 Recommended: Approved: ___/s/_____
20 Mayor

21 ___/s/_____

22 Department Head Approved: ___/s/_____
23 Controller

24

25

Grant Information Form

File Number: 230222 (Provided by Clerk of Board of Supervisors)

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: Noe Valley Town Square Restroom Donation
- 2. Department: Recreation and Park Department
- 3. Contact Person: Daliah Khoury, Deputy Director of Development, Telephone: (415) 831-6897
- 4. Grant Approval Status (check one):

Approved by funding agency Not yet approved

5. Amount of Grant Funding Applied for: \$425,000 (in-kind)

6a. Matching Funds Required: No.

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

7a. Grant Source Agency: Volumetric Building Companies & Public Restroom Company

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

8. Proposed Grant Project Summary:

Volumetric Building Companies and Public Restroom Company have offered to contribute a prefabricated modular restroom that has been manufactured offsite, and its installation at Noe Valley Town Square, valued at approximately \$425,000.

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

Start-Date: January 2023 End-Date: October 2023

10. Number of new positions created and funded: 0

11. If new positions are created, explain the disposition of employees once the grant ends? N/A

12a. Amount of Grant budgeted for contractual services: \$0

b. Will contractual services be put out to bid?

c. If so, will contract services help to further the goals of the department's DBE requirements?

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

13a. Does the Grant budget include indirect costs? Yes No

b1. If yes, how much?

b2. How was the amount calculated?

c. If no, why are indirect costs not included? in-kind grant

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

Other (please explain):

14. Any other significant grant requirements or comments: No

****Disability Access Checklist****

15. 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)

16. The departmental Inclusion Services Coordinator has 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 access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

RPD will provide reasonable accommodation to children with disabilities to participate in our programs. Special needs children applying for accommodation should provide their IEP report, which includes the stated accommodation(s) to be provided.

Children with disabilities should have specific written accommodation in their Individualized Education Program (IEP). A child's IEP report will qualify the child to receive inclusion services corresponding to the appropriate benefit level through the San Francisco Unified School District (SFUSD) in collaboration with the San Francisco Recreation and Park Department (RPD).

ADA Coordinator for Programmatic Access: Lucas Tobin, ADA Coordinator for Programmatic Access

(Signature/Date) DocuSigned by:
Lucas Tobin 2/28/2023
27D4EBA16EA24D6...

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

(Signature/Date) DocuSigned by:
Philip A. Ginsburg 2/28/2023
AF27F6596709494...

State of California - Natural Resources Agency
Department of Parks and Recreation
GRANT CONTRACT

DRAFT

General Fund
Specified Grants

GRANTEE City & County of San Francisco

GRANT PERFORMANCE PERIOD is from July 01, 2022 through June 30, 2026

CONTRACT PERFORMANCE PERIOD is from July 01, 2022 through June 30, 2026

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below. The GRANTEE agrees to complete the GRANT SCOPE(s) as defined in the GRANT SCOPE /Cost Estimate Form of the application(s) filed with the State of California.

Total State grant amount not to exceed **\$1,700,000.00**

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

City & County of San Francisco
 GRANTEE

STATE OF CALIFORNIA
 DEPARTMENT OF PARKS AND RECREATION

By _____
 Typed or printed name of Authorized Representative

By _____

 Signature of Authorized Representative

Address _____

Title _____

Date _____

Date _____

CERTIFICATION OF FUNDING
(For State Use Only)

CONTRACT NO C5055050	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000007690	PROJECT NO. SG-38-036
AMOUNT ENCUMBERED BY THIS DOCUMENT \$1,700,000.00		FUND. General Fund	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM 3790-101-0001	CHAPTER 43
		STATUTE 22	FISCAL YEAR 2022/23
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,700,000.00		Reporting Structured. 37900091	Account/Alt Account. 5432000-5432000000
		ACTIVITY CODE 600XX	PROJECT / WORK PHASE

I. RECITALS

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

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as “GRANT MONIES”) not to exceed \$1,700,000, subject to the terms and conditions of this AGREEMENT and the 2022/23 California State Budget, Chapter 43, statutes of 2022, Item number – 3790-101-0001 (appropriation chapter and budget item number hereinafter referred to as “SPECIFIED GRANT”). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2022 to June 30, 2026.

II. GENERAL PROVISIONS

A. Definitions

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

1. The term “APPLICATION” means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program PROCEDURAL GUIDE requirements.
2. The term “CONTRACT PERFORMANCE PERIOD” means the duration of time during which this CONTRACT is in effect.
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 AGREEMENT.
6. The term “GRANT PERFORMANCE PERIOD” means the period of time during which eligible costs may be incurred by the GRANTEE and paid for by the DEPARTMENT, as specified in the fully executed CONTRACT.
7. The term “GRANT PROJECT” means all real estate, leases, subleases, buildings, and other property acquired or developed with GRANT monies.

8. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.
9. The term "PROCEDURAL GUIDE" means the document identified as the "Procedural Guide for Noe Valley Town Square Public Restroom Specified Grant." The PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

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

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

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

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this contract.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.)

C. Project Costs

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

D. Project Administration

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

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this contract at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this contract may be rescinded, modified or amended only by mutual CONTRACT in writing between the GRANTEE and the STATE, unless the provisions of this contract provide that mutual CONTRACT is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) this CONTRACT or any other grant contracts, specified or general, that GRANTEE has entered into with STATE or any other department, agency, commission or other subdivision of California State government, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT

MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.

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

F. Budget Contingency Clause

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

G. Hold Harmless

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

5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and shall 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 final payment.
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, source 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, and shall provide copies of all such records to STATE in its certified status reports upon request by the STATE. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following final payment.
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, and retain full control of the property acquired or developed with the GRANT MONIES, for the duration of the CONTRACT PERFORMANCE PERIOD.
2. The GRANTEE agrees that, during the CONTRACT PERFORMANCE PERIOD, the GRANTEE shall use the property acquired or developed with grant funds under this CONTRACT only for the purposes of this grant and no other use, sale, assignment, transfer, mortgage, or other disposition or change of the control or use of the property or of any interest in the property to one not consistent with the grant purpose shall be permitted except as authorized by the DEPARTMENT and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred or assigned to another entity only if the successor entity assumes the obligations imposed under this CONTRACT and only with the prior approval of STATE.
4. Any real Property (including any portion of it or any interest in it, including any leases) may not be used as security or collateral for any debt, loan or mitigation, without the prior 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 STATE a guarantor or a surety for any debt, loan or mitigation, nor does it waive STATE's rights to enforce performance under the CONTRACT.
5. All real property (including any portion or interest in it, including any leases), or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of grant monies received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this CONTRACT.

2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

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

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE shall ensure that any contractor hired has adequate liability insurance, performance bond, or other security necessary to protect the GRANTEE interest and the STATE's interest against poor workmanship, fraud, or other potential loss associated with the completion of the GRANT PROJECT.

M. Assignability

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

N. Use of Grant Monies

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

O. Section Headings

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

P. Waiver

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

III. Special Provisions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. This Executive order extends to recipients of any State Grants (Grantee). Grantees include those who have contracted or will contract to receive State grants funds. Accordingly, should the State determine that a Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination of any contract found to be in violation of this Executive Order shall be at the sole discretion of the State.

City & County of San Francisco
GRANTEE

By: _____
Signature of Authorized Representative

Title: _____

Date: _____

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: _____
Signature of Authorized Representative

Title: _____

Date: _____

Specified Grant Prefabricated Restrooms Project

Noe Valley Town Square		Funding Sources	
Construction Hard Costs -gift	\$425,000	State Parks Specified Grant	\$ 1,700,000
Soft Costs	\$300,000	In-Kind Gift in Place (pending)	\$ 425,000
Precita Park			
Construction Costs	\$840,000		
Soft Costs	\$560,000		
Total :	\$2,125,000		\$ 2,125,000

In kind Grant Funding: \$425,000

Specified Grant Allocation: \$1,700,000

An act to amend the Budget Act of 2022 (Chs. 43 and 45, Stats. 2022) by amending Items 0250-001-0001, 0250-101-0001, 0250-101-0932, 0250-111-0001, 0250-162-8506, 0250-301-0001, 0509-001-0001, 0509-101-0001, 0509-102-3398, 0509-104-0001, 0509-112-0001, 0511-001-0001, 0521-001-0042, 0521-001-0044, 0521-001-0046, 0521-001-0890, 0530-001-0001, 0540-001-0001, 0540-101-0001, 0540-490, 0540-492, 0540-495, 0650-001-0001, 0650-001-0890, 0650-101-0001, 0690-001-0001, 0690-003-0001, 0690-004-0001, 0690-012-0001, 0690-101-0001, 0890-001-0001, 0954-101-0001, 0985-220-0001, 2240-001-0001, 2240-102-0001, 2240-104-0001, 2240-110-0001, 2240-111-0001, 2240-121-0001, 2240-122-0001, 2240-124-0001, 2240-125-0001, 2240-126-0001, 2660-490, 3340-001-0001, 3340-003-0001, 3360-001-0465, 3360-001-0890, 3360-001-3062, 3360-002-0001, 3360-102-0001, 3480-001-3046, 3480-101-0001, 3480-491, 3480-492, 3540-001-0001, 3540-003-0001, 3540-101-0001, 3560-001-0001, 3600-001-0001, 3600-006-0001, 3600-007-0001, 3720-001-0001, **3790-001-0001**, 3790-101-0263, 3790-101-3001, 3790-301-0001, 3790-301-3312, 3790-491, 3790-493, 3790-496, 3810-103-0001, 3835-101-0001, 3860-001-0001, 3860-001-3398, 3860-101-0001, 3900-001-0001, 3900-001-3228, 3900-002-3228, 3900-101-0001, 3900-101-3228, 3900-102-3228, 3930-001-0001, 3940-001-0001, 3970-001-0001, 3970-001-0133, 3970-101-0001, 3970-101-0133, 3970-101-3228, 4140-101-0001, 4140-101-3085, 4170-001-0001, 4170-101-0001, 4260-001-0001, 4260-101-0001, 4260-116-0890, 4265-001-0001, 4265-021-3398, 4265-111-0001, 4265-491, 4300-001-0890, 4300-101-0890, 4440-003-0001, 5180-001-0001, 5180-101-0001, 5180-101-0890, 5180-141-0001, 5180-151-0001, 5225-008-0001, 5225-018-0001, 5225-019-0001, 5225-022-0001, 5227-001-0001, 5227-119-0001, 6100-001-0001, 6100-004-0001, 6100-006-0001, 6100-009-0001, 6100-107-0001, 6100-112-0890, 6100-134-0890, 6100-137-0890, 6100-161-0890, 6100-195-0890, 6100-203-0001, 6100-296-0001, 6100-491, 6120-161-0001, 6360-001-0001, 6360-001-0408, 6440-001-0001, 6440-005-0001, 6870-101-0001, 6870-201-0001, 7120-001-0001, 7120-001-0890, 7350-001-0001, 7350-001-0890, 7502-001-9730, 7760-001-0001, 8260-001-0001, 8570-001-0001, 8570-002-0001, 8570-102-0001, 8570-490, 8660-001-0462, 8660-001-0890, 8660-101-0464, 8660-101-0470, 8955-001-0001, and 9210-104-0001 of Section 2.00 of, adding Items 0509-492, 0540-103-0001, 0820-101-0001, 2667-001-0046, 2720-301-0660, 3125-101-0001, 3340-002-0001, 3360-001-3228, 3360-004-0001, 3360-005-0001, 3360-007-0001, 3360-101-3228, 3360-104-0001, 3360-107-0001, 3480-103-0001, 3480-494, 3540-102-0001, 3600-102-0001, 3600-495, 3640-002-0001, 3640-103-0001, 3760-001-0001, 3760-103-0001, 3760-106-0001, 3810-001-0001, 3810-104-0001, 3825-001-0001, 3825-102-0001, 3830-101-0001, 3845-001-0001, 3845-101-0001, 3850-101-0001, 3850-495, 3855-102-0001, 3875-101-0001, 3940-002-0001, 3940-493, 3970-001-3408, 3970-011-0133, 3970-492, 5225-496, 6440-492, 6610-490, 6870-302-6087, 6870-492, 7350-002-0001, 7502-011-0890, 7600-011-0001, 8260-491, 8570-102-3228, and 8660-001-0001 to Section 2.00 of, repealing Item 0775-001-3085 of Section 2.00 of, **amending Sections** 8.75, 11.96, 15.14, **19.56**, 39.00, and

99.50 of, adding Sections 19.58 and 39.10 to, and repealing Section 19.55 of, that act, relating to the state budget, and making an appropriation therefor, to take effect immediately, budget bill.

[Approved by Governor September 06, 2022. Filed with Secretary of State September 06, 2022.

(b) PARKS AND OPEN SPACE

(1) To be allocated by the Department of Parks and Recreation as follows:

(A) \$5,000,000 to the Department of Parks and Recreation for the Martial Cottle Park Improvements.

(B) \$5,000,000 to the Department of Parks and Recreation for the California Citrus State Historic Park improvements.

(C) \$1,000,000 to the City of Bakersfield for the Community Action Partnership of Kern for the Friendship House Community Center Sports Field Repairs.

(D) \$25,000,000 to the City of Riverside for the California Citrus State Historic Park Capital improvements.

(E) \$15,000,000 to the City of Anaheim for the repair and expansion of Boysen Park.

(F) \$2,500,000 to the City of Glendale for the Mountain Oaks Open Space Acquisition.

(G) \$2,500,000 to the City of Suisun for Park Upgrades: Prosperity Garden Park and Montebello Vista Park.

(H) \$1,500,000 to the City of Fairfield for Park Upgrades: Linear Park and Allan Witt Park.

(I) \$1,300,000 to the City of Twentynine Palms for the rehabbing and complete reconstruction of its community pool.

(J) \$1,000,000 to the County of Sonoma for the Maxwell Farms Regional Park.

(K) \$200,000 to the City of South El Monte for the Renovation of New Temple Park facilities.

(L) \$500,000 to the City of La Mesa for the School and Park Mobility Access improvements.

(M) \$500,000 to the City of Whittier for the Lighting Installation for the Murphy Ranch Little League.

(N) \$200,000 to the City of San Gabriel for the La Laguna de San Gabriel Historic Playground (Vincent Lugo Park Restoration).

(O) \$100,000 to the City of Modesto for the Boys & Girls Clubs of Stanislaus County for the modular unit at Martin Luther King Jr. Park to be moved to a new location adjacent to the Dryden Golf Course: funding for Phase 2.

2022-2023 Budget Allocation

Excerpt from Assembly Bill No. 179, CHAPTER 249

(P) \$1,600,000 to the City of Vista for the Luz Duran Park community center and Sheriff's substation.

(Q) \$1,500,000 to the City of Encinitas for the Moonlight Beach barrels and storm water repairs.

(R) \$1,400,000 to the City of Vista for EV charging station.

(S) \$700,000 to the City of Encinitas for the Cardiff Sport Park LED sports lighting.

(T) \$600,000 to the City of Encinitas for the Wiro Park and Orpheus Park playground.

(U) \$15,000,000 to the City of Calexico for the New River Parkway.

(V) \$8,500,000 for the City of Pico Rivera for the renovation of Rio Hondo Park.

(W) \$7,000,000 to the City of San Diego for the City of San Diego Parks & Recreation Department: Carmel Knolls Park comfort station; Carmel Mission Park comfort station; Penasquitos Creek Park Comfort Station; Sage Canyon Park concession building plus field renovation; Rancho Bernardo Community Park design and construction of sports field lighting, tennis courts, and parking lot ADA compliance improvements, including dog park off-leash area; Black Mountain Mine Open-Space Area Environmental Study; Canyonside Community Park Tennis Center Expansion, which includes a 5 percent State Parks administration fee.

(X) \$1,300,000 to the City of Lynwood for the Fernwood Avenue Park Project.

(Y) \$1,700,000 to the City of Alhambra for Alhambra Parks to build a pocket park, and upgrade, add Wi-Fi connectivity, electric charging stations, and book hold lockers at existing parks.

(Z) \$1,600,000 to the City of Long Beach for the completion of the El Dorado Regional Park Youth softball and baseball fields.

(AA) \$1,600,000 to the City of Long Beach for the Stearns Park softball and baseball field improvements.

(AB) \$1,000,000 to the City of Cupertino for the All-Inclusive Playground at Jollyman Park.

(AC) \$700,000 to the City of Yorba Linda for the Bryant Ranch Park improvement project.

(AD) \$2,300,000 to the City and County of San Francisco for the South Sunset clubhouse and playground renovation.

(AE) \$2,000,000 to the City of South Gate for community facilities, park, or recreation facilities construction, acquisition, or improvements, including, but not limited to, capital outlay related to the municipal auditorium, Hollydale Regional Park improvements, or Circle Park.

(AF) \$2,000,000 to the City of Corona for Phase II of Renovating Griffin Park.

2022-2023 Budget Allocation

Excerpt from Assembly Bill No. 179, CHAPTER 249

(AG) \$2,000,000 to the City of San Diego for the South Clairemont Community Park recreation center.

(AH) \$2,000,000 for the City of San Diego for the Martin Luther King, Jr. Community Park Pool upgrade.

(AI) \$2,000,000 to the Lockeford Community Services District, Parks and Recreation, for building the Lockeford Memorial Park restroom.

(AJ) \$6,000,000 to the City and County of San Francisco for the Portsmouth Square renovation. Of this amount:

(i) \$500,000 shall be used for clubhouse improvements, including kitchen facilities.

(ii) \$500,000 shall be used for culturally significant public art components in the Square.

(iii) \$1,000,000 shall be used for capital improvements to Walter U. Lum Place, such as pathways and pedestrian lighting.

(iv) The remaining \$4,000,000 shall be for additional capital improvements to Portsmouth Square as determined by the city. Any remaining funds not used for this purpose may be spent only for the purposes identified in subclauses (i) to (iii), inclusive.

(AK) \$3,200,000 to the City of South San Francisco for the Linden Park project.

(AL) \$3,000,000 for the East Bay Regional Park District for the creation of the first public Thurgood Marshall Regional Park access point.

(AM) \$2,900,000 to the City of Lakewood for the Lakewood Equestrian Center improvement project.

(AN) \$2,800,000 to the City of Irvine for the Sweet Shade Park Inclusive Playground.

(AO) \$10,000,000 to the County of Los Angeles Department of Parks and Recreation for the funding to convert a closed landfill into a new regional park.

(AP) \$700,000 to the City of Oakland for the Verdese Center Park renovation.

(AQ) \$300,000 to the City of Encinitas for portable lifeguard towers.

(AR) \$295,000 to the City of Oakland for Tassafaronga Park upgrades.

(AS) \$200,000 to the City of Encinitas for beach access improvements.

(AT) \$150,000 to the City of Encinitas for Olivenhain Trail Enhancement.

(AU) \$1,700,000 to the City and County of San Francisco, Department of Parks and Recreation, for the Noe Valley Town Square public restroom.

RECREATION AND PARK COMMISSION
City and County of San Francisco
Resolution Number 2302-011

**APPROVING APPLICATION(S) FOR SPECIFIED GRANT FUNDS FROM
BUDGET ACT 2022/23 CALIFORNIA STATE BUDGET, CHAPTER
249/2022, ITEM NUMBER 3790-101-001, SECTION 19.56 (9) (B) (1) (AU)
\$1,700,000 TO THE CITY AND COUNTY OF SAN FRANCISCO,
RECREATION AND PARKS DEPARTMENT FOR THE NOE VALLEY
TOWN SQUARE PUBLIC RESTROOM**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of a grant to the setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the applicant's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the applicant will enter into a contract with the State of California to complete project(s); now, therefore, be it

RESOLVED that the Recreation and Park Commission hereby:

1. Approves the filing of project application(s) for specified grant project(s); and
2. Certifies that said applicant has or will have available, prior to commencement of project work utilizing specified grant funds, sufficient funds, including those provided by this grant, to complete the project; and
3. Certifies that the applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in this Procedural Guide; and
4. Delegates the authority to the General Manager, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the project scope(s); and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

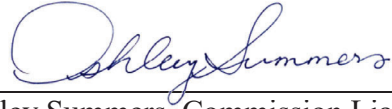
Adopted by the following vote

Ayes	5
Noes	2

Absent

0

I hereby certify that the foregoing resolution was adopted at the Recreation and Park Commission meeting held on February 16, 2023.



Ashley Summers, Commission Liaison

From: [Conine-Nakano, Susanna \(MYR\)](#)
To: [BOS Legislation, \(BOS\)](#)
Cc: [Paulino, Tom \(MYR\)](#); [Ng, Beverly \(REC\)](#); [Green, Ross \(BOS\)](#); [Lerma, Santiago \(BOS\)](#)
Subject: Mayor -- Resolution -- Noe Valley Restroom CDPR Grant
Date: Tuesday, February 28, 2023 4:57:16 PM
Attachments: [Mayor -- Resolution -- Noe Valley Restroom CDPR Grant.zip](#)

Hello Clerks,

Attached for introduction to the Board of Supervisors is a Resolution authorizing the Recreation and Park Department to accept and expend a grant from the California Department of Parks and Recreation in the amount of \$1,700,000 for the Noe Valley Town Square Prefabricated Public Restroom and Future Modular Restroom Project in San Francisco Parks and Open Spaces, approving the associated grant agreement, and authorizing the Recreation and Park Department to enter into amendments or modifications to the grant agreement that do not materially increase the obligations or liabilities of the City and are necessary to effectuate the purposes of this grant or this resolution.

Please note that Supervisors Mandelman and Ronen are co-sponsors of this legislation.

Best,
Susanna

Susanna Conine-Nakano
Office of Mayor London N. Breed
City & County of San Francisco
1 Dr. Carlton B. Goodlett Place, Room 200
San Francisco, CA 94102
415-554-6147