

File No. 231009

Committee Item No. 4

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

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee

Date November 15, 2023

Board of Supervisors Meeting

Date \_\_\_\_\_

#### Cmte Board

- |                                     |                          |                                              |
|-------------------------------------|--------------------------|----------------------------------------------|
| <input type="checkbox"/>            | <input type="checkbox"/> | Motion                                       |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Resolution                                   |
| <input type="checkbox"/>            | <input type="checkbox"/> | Ordinance                                    |
| <input type="checkbox"/>            | <input type="checkbox"/> | Legislative Digest                           |
| <input 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 checked="" type="checkbox"/> | <input type="checkbox"/> | Award Letter                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Application                                  |
| <input type="checkbox"/>            | <input type="checkbox"/> | Public Correspondence                        |

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

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|-------------------------------------|--------------------------|----------------------------------------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>REC Commission Resolution No. 2112-007 12/16/2021</u> |
| <input type="checkbox"/>            | <input type="checkbox"/> | _____                                                    |
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Completed by: Brent Jalipa

Date November 9, 2023

Completed by: Brent Jalipa

Date \_\_\_\_\_

1 [Accept and Expend Grant - California Department of Parks and Recreation - Buchanan Mall  
2 Project - \$3,900,000]

3 **Resolution authorizing the Recreation and Park Department (RPD) to accept and**  
4 **expend up to \$3,900,000 in grant funding from the California Department of Parks and**  
5 **Recreation for the Buchanan Mall Project; to enter into a grant contract with the**  
6 **California Department of Parks and Recreation that require, among other things, that**  
7 **RPD maintain the park as public open space in perpetuity; and to record a Declaration**  
8 **of Restrictions on the Buchanan Mall property designated as Assessor’s Parcel Block**  
9 **No. 0748, Lot No. 033, Assessor’s Parcel Block No. 0757, Lot No. 026, Assessor’s**  
10 **Parcel Block No. 0772, Lot No. 023, Assessor’s Parcel Block No. 0781, Lot No. 035, and**  
11 **Assessor’s Parcel Block No. 0795, Lot No. 028, providing notice of these restrictions;**  
12 **and to authorize the General Manager of RPD to enter into modifications or**  
13 **amendments to the Grant Contract that do not materially increase the obligations or**  
14 **liabilities to the City and are necessary to effectuate the purposes of the contract or**  
15 **this Resolution.**

16  
17 WHEREAS, The City and County of San Francisco (“City”) owns San Francisco  
18 Assessor’s Parcel Block No. 0748, Lot No. 033, Assessor’s Parcel Block No. 0757, Lot No.  
19 026, Assessor’s Parcel Block No. 0772, Lot No. 023, Assessor’s Parcel Block No. 0781, Lot  
20 No. 035, and Assessor’s Parcel Block No. 0795, Lot No. 028, commonly known as Buchanan  
21 Mall (hereafter, the “Property”); and

22 WHEREAS, The City, through Recreation and Park Department (“RPD”), operates and  
23 maintains the Property, a five-block pedestrian mall between Eddy Street and Grove Street  
24 that includes five consecutive blocks of that include green spaces, three playgrounds, a half  
25 basketball court, and asphalt paths; and

1           WHEREAS, RPD worked closely with the Trust for Public Land, Citizen Film, Green  
2 Streets, the Exploratorium, and the community to develop the Buchanan Mall Vision  
3 Statement and has been actively seeking grant funding to improve the Property; and

4           WHEREAS, The RPD applied to the California Department of Parks and Recreation  
5 (Department) and was awarded Round 5 Outdoor Recreation Legacy Partnership (ORLP) –  
6 Land and Water Conservation Fund (LWCF) Program funds in the amount of \$3,900,000 (the  
7 Round 5 Grant) to support improvements to two park blocks within the Property; and

8           WHEREAS, On December 16, 2021, the San Francisco Recreation and Park  
9 Commission adopted Resolution No. 2112-007 regarding the Round 5 Grant, by approving  
10 the grant application, authorizing the RPD General Manager to negotiate grant contracts with  
11 the Department, and recommending that the Board of Supervisors approve the grant  
12 contracts and authorize RPD to accept and expend the grants; and

13           WHEREAS, As a condition of receiving the Round 5 Grant, RPD is required to agree to  
14 Grant Contract(s) substantially in the form as the draft contract which is on file with the Clerk  
15 of the Board under File No. 231009 and which is hereby declared to be part of this Resolution  
16 as if set forth fully herein; and

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

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

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

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

25

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

3 FURTHER RESOLVED, That the Board of Supervisors authorizes the RPD General  
4 Manager of the Recreation and Park Department to enter into the Grant Contract; and, be it

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

17 Recommended: Approved: \_\_\_\_\_ /s/ \_\_\_\_\_  
18 London N. Breed, Mayor

19 \_\_\_\_\_ /s/ \_\_\_\_\_

20 Philip A. Ginsburg, General Manager Approved: \_\_\_\_\_ /s/ \_\_\_\_\_  
21 Ben Rosenfield, Controller

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23

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25

<b>Item 4</b> <b>File 23-1009</b>	<b>Department:</b> Recreation and Parks Department
<b>EXECUTIVE SUMMARY</b>	
<p style="text-align: center;"><b>Legislative Objectives</b></p> <ul style="list-style-type: none"> <li>• The proposed resolution would authorize the Recreation and Park Department (REC) to accept and expend a grant from the federal National Park Service, with the California Department of Parks and Recreation as the pass-through agency, in the amount of up to \$3,900,000. The grant requires REC match the federal funds at a 1:1 ratio during the approximately three-year grant period, from October 1, 2023 through June 30, 2026.</li> </ul> <p style="text-align: center;"><b>Key Points</b></p> <ul style="list-style-type: none"> <li>• The Buchanan Street Mall is a park located in the Western Addition neighborhood of San Francisco. Planning for the park renovation project began in January 2015. The proposed grant funding would be used to finance the project's Phase 3, which consists of renovating two out of the five park blocks. The renovation would include constructing a gathering area with barbecues, picnic tables, a full-size basketball court, a new lawn, communal garden, new lighting, landscaping, irrigation, and paving and resurfacing a new walking promenade. Construction services would be put out to bid, and completion is expected by July 2025.</li> <li>• According to the draft contract, the City is to permanently maintain the entire five blocks comprising Buchanan Street Mall Park as public open space in perpetuity. As a condition for the grant, the California Department of Parks and Recreation requires that the City record a Declaration of Restriction with the Assessor-Recorder to ensure the use of the property will remain public open space.</li> </ul> <p style="text-align: center;"><b>Fiscal Impact</b></p> <ul style="list-style-type: none"> <li>• Phase 3 of the Renovation Project is funded in part (approximately 49 percent) by the anticipated \$3.9 million grant from the National Park Service. Matching funds totaling \$3,993,253 include \$1,020,000 from a \$3.9 million San Francisco Public Utilities Commission grant for the Project, \$2,243,253 from Market-Octavia Development Impact Fees, and \$730,000 from a \$4.8 million non-competitive grant from the California State Department of Parks and Recreation. The City will initially finance grant-eligible costs with \$3.9 million in General Funds and recover the monies through the grant reimbursement process.</li> <li>• REC has applied for another National Park Service grant for renovation work on the remaining three blocks of the Buchanan Street Mall Park. The total project budget is approximately \$33 million.</li> </ul> <p style="text-align: center;"><b>Recommendation</b></p> <ul style="list-style-type: none"> <li>• Approve the proposed resolution.</li> </ul>	

**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.

**BACKGROUND****Grant Program**

The Outdoor Recreation Legacy Partnership Program (ORLP) is a nationally competitive grant program that was established by Congress in 2014 and is administered by the National Park Service. The goal of the program is to support outdoor recreation projects in urban areas, particularly in underserved communities, that create new outdoor recreation spaces or improve existing parks. As of October 2023, ORLP has announced six rounds of competitive funding.

**Funded Project**

In June 2022, the San Francisco Recreation and Park Department applied for ORLP funding Round 5 for the Buchanan Street Mall Renovation Project. In September 2023, the Department was notified that the Project had been successfully selected for ORLP funding. San Francisco's Buchanan Street Mall Project was one of 27 ORLP selected projects nationwide to receive funding in Round 5.

The Buchanan Street Mall is a linear park located in the Western Addition Neighborhood of San Francisco. The park is segmented by four cross streets, creating five separate open spaces. According to the Department, the park serves as open space for the nearly 400 adjacent residential units which have limited or no access to private outdoor space. Planning for the Buchanan Street Mall Renovation Project began in January 2015. The Project aims to revitalize the linear park, including improving safety, lighting, sewer and water infrastructure, urban greening, and beautification. As of October 2023, the estimated completion date for the project is July 2025, and the total estimated budget is approximately \$33,000,000.

Under the property, there are water and sewer pipes that are under the jurisdiction of the San Francisco Public Utilities Commission (SFPUC). The Recreation and Park Department is collaborating with the SFPUC to incorporate green infrastructure throughout the park and in the right of way at intersections, and the SFPUC is providing grant funding for the Project.

**Recreation and Park Commission Approval**

On December 16, 2021, pursuant to Resolution No. 2112-007, the Recreation and Park Commission unanimously authorized the Recreation and Park Department to enter into a grant agreement with the California State Department of Parks and Recreation for the administration of \$3,900,000 in ORLP grant funding, subject to approval by resolution of the Board of Supervisors.<sup>1</sup>

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<sup>1</sup> According to REC staff, State grants often require the Department's governing body (i.e., Recreation and Parks Commission) approve the grant agreement terms prior to the actual grant application approval.

**DETAILS OF PROPOSED LEGISLATION**

The proposed resolution would authorize the Recreation and Park Department to accept and expend a grant from the federal National Park Service, with the California Department of Parks and Recreation as the pass-through agency, in the amount of up to \$3,900,000. The grant requires that the City match the federal funds at an equal dollar-for-dollar basis during the grant period. Pending approval from the Board of Supervisors, the grant performance period is October 1, 2023 through June 30, 2026, with pre-award costs up to \$367,560 incurred on or after September 1, 2022 also eligible for reimbursement. The funding would be used to finance the third phase of the Buchanan Street Mall Renovation Project.

**Use of Funds**

Phase 3 of the Buchanan Street Mall Renovation Project consists of renovating two out of five parcels, 0.694 acres, including the Golden Gate Avenue to McAllister Street and the Fulton Street to Grove Street blocks of the park. The renovation would include constructing a gathering area with barbecues, picnic tables, a full-size basketball court, a new lawn, communal garden, new lighting, landscaping, irrigation, and paving and resurfacing a new walking promenade. Phase 3 is expected to be completed by July 2025. Construction services will be put out to bid.

The grant agreement between the City’s Department of Recreation and Park and California Department of Parks and Recreation (as pass-through agency) is still being finalized, but according to the Department, the contract will be back dated to October 1, 2023.

**Restriction on Property Use**

According to the draft contract, the City is to permanently maintain the entire five blocks comprising Buchanan Street Mall Park as public open space in perpetuity. As a condition for the grant, the California Department of Parks and Recreation requires that the City record a Declaration of Restriction with the Assessor-Recorder to ensure the use of the property will remain public open space.

**FISCAL IMPACT**

The total cost of the Buchanan Mall Project Phase 3 is \$7,893,253, as shown in Exhibit 1 below. No indirect costs are included in the grant budget because they are not allowed by the granting agency. Phase 3 of the Project is funded in part (approximately 49 percent) by the anticipated \$3,900,000 grant from the federal Outdoor Recreation Legacy Partnership Program (ORLP). Matching funds totaling \$3,993,253 include \$1,020,000 from a \$3.9 million San Francisco Public Utilities Commission grant for the Project, \$2,243,253 from Market-Octavia Development Impact Fees, and \$730,000 from a \$4.8 million non-competitive grant from the California State Department of Parks and Recreation specifically for the Buchanan Street Mall Project. The City will initially finance grant-eligible costs with \$3,900,000 in General Funds, and recover the monies through the grant reimbursement process.

The Outdoor Recreation Legacy Partnership Program (ORLP) grant source is the federal National Park Service, with California Department of Parks and Recreation as the pass-through agency.

**Exhibit 1. Buchanan Street Mall Renovation Project – Phase 3, October 2023**

<b>Sources</b>	<b>Grant</b>	<b>Match</b>	<b>Total</b>
Proposed Grant	\$3,900,000		\$3,900,000
SFPUC Green Infrastructure Grant		1,020,000	1,020,000
Market-Octavia Development Fees		2,243,253	2,243,253
Specified Grant-Sen. Scott Wiener		730,000	730,000
<b>Total Sources</b>	<b>\$3,900,000</b>	<b>\$3,993,253</b>	<b>\$7,893,253</b>
<b>Expenditures</b>			
Construction & Project Management	57,000	439,250	496,250
Project Inspection Fees		65,000	65,000
Architectural & Engineering Fees	300,000	400,000	700,000
Site Work	190,668		190,668
Demolition & Removal	146,198		146,198
Construction Labor	1,891,385	2,076,615	3,968,000
Equipment & Materials	1,314,748	430,883	1,745,631
Contingency (8.0%)		581,505	581,505
<b>Total Expenditures</b>	<b>\$3,900,000</b>	<b>\$3,993,253</b>	<b>\$7,893,253</b>

Source: Recreation and Park Department Grant Application

Note: Discrepancies in totals due to rounding.

According to the Recreation and Park Department, the department has applied for Round 6 of the Outdoor Recreation Legacy Partnership Fund for renovation work on the other three blocks of the Buchanan Street Mall Park.

### RECOMMENDATION

Approve the proposed resolution.



**File Number:** 231009

(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: Outdoor Recreation Legacy Partnership – Land and Water Conservation Fund – Round 5

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: \$3,900,000

6a. Matching Funds Required: Yes

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

Year	Fund	Dept	Project	Act	Auth	Amount	Source Name
unappropriated						1,020,000.00	San Francisco Public Utilities Commission
unappropriated						2,243,253.00	Market Octavia Development Fees
FY21 - FY24	16950	262676	10036817	40	14851	730,000.00	Specified Grant (CA Budget – Senator Wiener)

7a. Grant Source Agency: National Park Service

b. Grant Pass-Through Agency (if applicable): California State Parks Department

8. Proposed Grant Project Summary: Buchanan Street Mall Renovation Project

The ORLP-LWCP grant round 5 will be used to support the design and construction of the Golden Gate Avenue to McAllister Street and Fulton Street to Grove Street blocks of Buchanan Street Mall. The grant will support the installation of a variety of new program features on each block, as well as a 'memory walk' with decorative paving and bollards at the ends of the blocks, rain gardens and other stormwater detention features, and new pathways, seating, native plant landscaping, irrigation, and lighting on both blocks. Program scope on the Golden Gate Avenue to McAllister Street block includes a full basketball court and a picnic and barbeque area. Program scope on the Fulton to Grove block includes a picnic area, a small lawn, and a communal garden with a large community table. Grant funding will support design and construction administration and construction management costs associated with the two blocks, and other soft costs.

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

Start-Date: July 1, 2021 (pre-award cost) End-Date: December 31, 2026

10a. Amount budgeted for contractual services: \$3,478,000

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? No. The grant source is federal and does not allow geographic preferences.

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. As a condition of the grant, the city must maintain the entire park as public open space in perpetuity and the City must record a Declaration of Restriction with the Assessor-Recorder on the five San Francisco Assessor Records parcels that comprise the park to assure the park is used for a purpose consistent with the Grant.

**\*\*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;
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)

Disability Access Coordinator, San Francisco Public Works

(Title)

Date Reviewed: 9/7/2023

DocuSigned by:  
  
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(Signature Required)

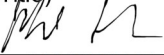
**Department Head or Designee Approval of Grant Information Form:**

Philip A. Ginsburg

(Name)

General Manager, Recreation and Park Department

DocuSigned by:



9/7/2023

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### Buchanan Mall - Phase 3 Project

Project Budget		Funding Sources
Construction Hard Costs	\$6,072,114	Outdoor Recreation Legacy Partnership- Land and Wa
Soft Costs	\$1,821,139	San Francisco Public Utilities Commission
		Market Octavia Development Fees
		Specified Grant - Weiner
Total Project Budget	\$7,893,253	Total Funding Sources

# Grant Contract

**Department of Parks and Recreation  
Sample Grant Contract  
Land and Water Conservation Fund**

GRANTEE \_\_\_\_\_

PROJECT TITLE \_\_\_\_\_ PROJECT NUMBER \_\_\_\_\_

GRANT PERFORMANCE PERIOD is from \_\_\_\_\_

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

**PROJECT DESCRIPTION:**

The General Provisions attached are made a part of and incorporated into the Contract. Code of Federal Regulations, Title 2, Subtitle A, Ch. II, Part 200 – Grant Agreements – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is made part of and incorporated into this Contract as Exhibit A.

Total State Grant not to exceed \_\_\_\_\_ (or 50% of the total Project, whichever is less. The federally approved surcharge will be deducted at the time of billing. )

Rate of Reimbursement \_\_\_\_\_%

\_\_\_\_\_  
Grantee

By \_\_\_\_\_  
Typed or printed name of Authorized Representative

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION

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

Title \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**CERTIFICATION OF FUNDING**

AMOUNT OF ESTIMATE		CONTRACT NUMBER		PROJECT NO.		FUND	
ADJ. INCREASING ENCUMBRANCE		APPROPRIATION				Land and Water Conservation Fund	
ADJ. DECREASING ENCUMBRANCE		CALSTARS VENDOR NO.					
UNENCUMBERED BALANCE		LINE ITEM ALLOTMENT		CHAPTER	STATUTE	FISCAL YEAR	
T. B. A. NO.	B. R. NO.	INDEX	OBJ. EXPEND	PCA	PROJECT/WORK PHASE		
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.							
SIGNATURE OF ACCOUNTING OFFICER						DATE	

**State of California — The Natural Resources Agency**  
DEPARTMENT OF PARKS AND RECREATION  
**Land and Water Conservation Fund**  
***Grant Contract Provisions***

**Part I - Definitions**

- A. The term “NPS” or “Service” as used herein means the National Park Service, United States Department of the Interior.
- B. The term “Director” as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term “Manual” as used herein means the Land and Water Conservation Fund State Assistance Program Manual, Volume 71 (March 11, 2021).
- D. The term “project” as used herein means a Land and Water Conservation Fund grant which is subject to the grant agreement and/or its subsequent amendments.
- E. The term “State” as used herein means the State, Territory or District of Columbia that is a party to the project agreement, and, where applicable, the political subdivision or public agency to which funds are to be transferred pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the recipient political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it is to apply solely to the State. For purposes of these provisions, the terms “State,” “grantee,” and “recipient” are deemed synonymous.
- F. The term “Secretary” as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.
- G. The term “Land and Water Conservation Fund” or “LWCF” as used herein means the Financial Assistance to States section of the LWCF Act (Public Law 88-578, 78 Stat 897, codified at 54 USC §2003), which is administered by the NPS.

**Part II - Continuing Assurances**

The parties to the project agreement specifically recognize that accepting LWCF assistance for the project creates an obligation to maintain the property described in the agreement and supporting application documentation consistent with the LWCF Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of LWCF assistance will use monies granted hereunder for the purposes of this program, and that assistance granted from the LWCF will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that the LWCF assistance will be added to, rather than replace or be substituted for, State and local outdoor recreation funds.

A. The State agrees, as recipient of the LWCF assistance, that it will meet the LWCF General Provisions, and the terms and provisions as contained or referenced in, or attached to, the NPS grant agreement and that it will further impose these terms and provisions upon any political subdivision or public agency to which funds are subawarded pursuant to the grant agreement. The State also agrees that it shall be responsible for compliance with the terms and provisions of the agreement by such a political subdivision or public agency and that failure by such

political subdivision or public agency to so comply shall be deemed a failure by the State to comply.

B. The State agrees that the property described in the grant agreement and depicted on the signed and dated project boundary map made part of that agreement is being acquired or developed with LWCF assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of property leased from a federal agency. The Secretary shall approve such conversion only if it is found to be in accord with the then existing statewide comprehensive outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location (54 U.S.C. 200305(f)(3)). The LWCF post-completion compliance regulations at 36 C.F.R. Part 59 provide further requirements. The replacement land then becomes subject to LWCF protection. The approval of a conversion shall be at the sole discretion of the Secretary, or designee.

Prior to the completion of this project, the State and the Director may mutually alter the area described in the grant agreement and depicted in the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded LWCF protection as Fund reimbursement is provided.

In the event the NPS provides LWCF assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation uses as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the NPS of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and the program regulations. The provisions of this paragraph are also applicable to leased properties developed with LWCF assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the NPS; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the NPS.

C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality and quantity of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion request as described in Section II.B above.

D. The State agrees to comply with the policies and procedures set forth in the Manual. Provisions of said Manual are incorporated into and made a part of the project grant agreement.

E. The State agrees that the property and facilities described in the grant agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (36 C.F.R. Part 59).

F. The State agrees that a notice of the grant agreement shall be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located, to the effect that the property described and shown in the scope of the grant agreement and the signed and dated project boundary map made part of the agreement, has been acquired or developed with LWCF assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary as described in Part II.B. above.

#### G. Nondiscrimination

1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in Section V of the Department of the Interior Standard Award Terms and Conditions.
2. The State 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 as set forth in 54 U.S.C. §200305(i) and the Manual.

### **Part III - Project Assurances**

#### A. Project Application

1. The Application for Federal Assistance bearing the same project number as the Grant Agreement and associated documents is by this reference made a part of the agreement.
2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.
3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

#### B. Project Execution

1. The project period shall begin with the date of approval of the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner in which event the project shall end on the date of completion or termination.
2. The State shall transfer to the project sponsor identified in the Application for Federal Assistance all funds granted hereunder except those reimbursed to the State to cover eligible expenses derived from a current approved negotiated indirect cost rate agreement.
3. The State will cause work on the project to start within a reasonable time after receipt of notification that funds have been approved and assure that the project will be implemented to completion with reasonable diligence.
4. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
5. The State will provide for and maintain competent and adequate architectural/ engineering supervision and inspection at the construction site to ensure that the completed work conforms



with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.

6. In the event the project covered by the project agreement, cannot be completed in accordance with the plans and specifications for the project; the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or designee in accord with Section "Project Termination" of this agreement.

7. As referenced in the DOI Standard Terms and Conditions, the State will ensure the project's compliance with applicable federal laws and their implementing regulations, including: the Architectural Barriers Act of 1968 (P.L. 90-480) and DOI's Section 504 Regulations (43 C.F.R. Part 17); the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), and applicable regulations; and the Flood Disaster Protection Act of 1973 (P.L. 93-234).

8. The State will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution, and Executive Order 11990 relating to the protection of wetlands.

9. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (54 U.S.C. §306108) and the Advisory Council on Historic Preservation regulations (36 C.F.R. Part 800) by adhering to procedural requirements while considering the effect of this grant award on historic properties. The Act requires federal agencies to take into account the effects of their undertaking (grant award) on historic properties by following the process outlined in regulations. That process includes (1) initiating the process through consultation with the State Historic Preservation Officer and the other on the undertaking, as necessary, by (2) identifying historic properties listed on or eligible for inclusion on the National Register of Historic Places that are subject to effects by the undertaking, as necessary, by (3) assessing the effects of the undertaking upon such properties, if present, and by (4) resolving adverse effects through consultation and documentation according to 36 C.F.R. §800.11. If an unanticipated discovery is made during implementation of the undertaking the State in coordination with NPS shall consult per provisions 36 C.F.R. §800.13.

10. The State will assist the NPS in its compliance with the National Environmental Policy Act of 1969, as amended (42 U.S.C. §4321 et seq.) and the CEQ regulations (40 C.F.R. §1500-1508), by adhering to procedural requirements while considering the consequences of this project on the human environment. This Act requires Federal agencies to take into account the reasonably foreseeable environmental consequences of all grant-supported activities. Grantee and subrecipients are required to provide the NPS with a description of any foreseeable impacts to the environment from grant-supported activities or demonstrate that no impacts will occur through documentation provided to the NPS. The applicant must submit an Application & Revision Form in order to assist the NPS in determining the appropriate NEPA pathway when grant-assisted development and other ground disturbing activities are expected. If a Categorical Exclusion (CE) is the appropriate pathway, the NPS will confirm which CE, according to NPS Director's Order 12, applies.

D. Construction Contracted for by the State Shall Meet the Following Requirements:

1. Contracts for construction shall comply with the provisions of 43 CFR Part 12 (Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior).

2. No grant or contract may be awarded by any grantee, subgrantee or contractor of any grantee or subgrantee to any party which has been debarred or suspended under Executive

Order 12549. By signing the LWCF agreement, the State certifies that it will comply with debarment and suspension provisions appearing at Part III-J herein.

E. Retention and Custodial Requirements for Records

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained in accordance with 43 C.F.R. Part 12 for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved.
2. The retention period starts from the date of the final expenditure report for the project.
3. State and local governments are authorized to substitute copies in lieu of original records.
4. The Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the State and local governments and their subgrantees which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.

F. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the NPS.
2. The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement with the NPS.
3. The Director may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the NPS under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Director or State may terminate grants in whole, or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the noncancelable obligations, properly incurred by the GRANTEE prior to termination.
5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the NPS be returned.

G. Lobbying with Appropriated Funds

The State must certify, for the award of grants exceeding \$100,000 in Federal assistance, that no Federally appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding, extension, continuation, renewal, amendment, or modification of this grant. In compliance with Section 1352, title 31, U.S. Code, the State certifies, as follows:

The undersigned certifies, to the best of their knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### H. Provision of a Drug-Free Workplace

In compliance with the Drug-Free Workplace Act of 1988 (43 C.F.R. Part 12, Subpart D), the State certifies, as follows:

The grantee certifies that it will or continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of a grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The State must include with its application for assistance a specification of the site(s) for the performance of work to be done in connection with the grant.

#### I. Hold Harmless

The Grantee shall indemnify the State of California and its officer, agents and employees against and hold the same free and harmless from any and all claims, demands, damages, losses, costs, and/or expenses of liability due to, or arising out of, either in whole or in part, whether directly or indirectly, the organization, Development, construction, operation, or maintenance of the Project.

#### J. Civil Rights Assurance

The State certifies that, as a condition to receiving any Federal assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and subrecipients and the person whose signature appears on the grant agreement and who is authorized to sign on behalf of the Applicant.

#### K. Debarment and Suspension

##### **Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions**

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The State further agrees that it will include the clause "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" appearing below in any agreement entered into with lower tier participants in the implementation of this grant. Department of Interior Form 1954 (DI-1954) may be used for this purpose.

##### **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions**

(1) The prospective lower tier participant certifies, by submission of this application that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application.

**RECREATION AND PARK COMMISSION**  
**City and County of San Francisco**  
**Resolution Number 2112-007**

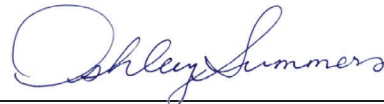
**BUCHANAN STREET MALL – OUTDOOR LEGACY PARTNERSHIP  
GRANT ACCEPT AND EXPEND**

**RESOLVED**, This Commission does 1) authorize the General Manager to enter into a grant contract with the California State Department of Parks and Recreation concerning the administration of a \$3,900,000 Land and Water Conservation Fund Outdoor Recreation Legacy Partnership Grant for the Buchanan Mall Project (“the Project”); 2) recommend that the Board of Supervisors authorize the Department to accept and expend the grant for the purposes of the Project; and 3) recommend that the Board of Supervisors approve the grant contract which requires the Project area be maintained as public open space in perpetuity.

Adopted by the following vote

Ayes	7
Noes	0
Absent	0

I hereby certify that the foregoing resolution was adopted at the Recreation and Park Commission meeting held on December 16, 2021.



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Ashley Summers, Commission Liaison

## **Outdoor Recreation Legacy Partnership Round 5 Selected Projects**

### **Arkansas**

#### **Disciple Park (Jonesboro)**

*Establish New Park in Northeast Jonesboro - Disciple Park - \$1,000,000*

The City of Jonesboro will establish a new park in the northeast area of the city where no recreational facilities currently exist. Activities and amenities will include a nine-hole disc golf course, a one-mile walking trail, a two-acre fishing pond, adventure playground, multipurpose fields, greenspace, benches, and parking lot.

### **California**

#### **Beyer Park (San Diego)**

*Beyer Park Development - \$5,000,000*

The City of San Diego will develop approximately 8-acres of Beyer Boulevard Park, currently fenced off from public use, which will serve the local low-income community. Funds will be used to cover Phase II of the project which will include a pedestrian walkway, dog park, comfort station, parking lot, exercise stations, and athletic fields.

#### **The Bowtie - Rio de Los Angeles State Park (Los Angeles)**

*Bowtie Park Development Project - \$5,000,000*

The City of Los Angeles will transform a neglected brownfield into a stand-alone sub-unit of Rio de Los Angeles State Park. The project will include remediation, and add a vehicular access road, parking lot, trails, boardwalks, open turf areas, native habitat plantings, restrooms, a welcome area, picnic tables, and benches. This project will provide high-quality outdoor recreation opportunities to communities that are at a greater disadvantage economically and in respect to access to close-to-home parks, as well as restore access to the Los Angeles River.

#### **Buchanan Street Mall (San Francisco)**

*Buchanan Street Mall – Phase III - \$3,900,000*

The City of San Francisco will rehabilitate the 5-blocks that form the Buchanan Street Mall, located in a densely populated neighborhood with a concentration of economically disadvantaged households. Each block will contain a variety of community-requested amenities and activities, including a community garden, an open lawn area, play area, picnic area, and basketball courts. The blocks will be connected by a walking/exercising path that runs continuously through all 5 blocks.

#### **Sweetwater Park (Port of San Diego)**

*Sweetwater Park Development - \$5,000,000*

The Port of San Diego will develop Sweetwater Park, transforming 29 acres of a coastal, environmentally-degraded, and formerly industrial-use land in Chula Vista, CA into two miles of hiking trails, nature-based play activities, wildlife viewing blinds, picnic areas, and native plant growing grounds. Chula Vista is a community comprised of disadvantaged and severely disadvantaged communities that lack adequate public park and recreation space.

## **Colorado**

### **Violet Park (Boulder)**

*Violet Park Neighborhood Park Development - \$750,000*

The City of Boulder will develop a 7-acre parcel of land, referred to as Violet Park, that will serve neighborhoods with under-resourced and under-served populations in North Boulder. The Park will provide an interactive adventure playground pavilion and plaza area, climbing features, nature exploration, community garden with native and sustainable plant demonstrations, a small bike pump track, and areas of passive recreation with nature paths.

## **Connecticut**

### **Boccuzzi Park (Stamford)**

*Boccuzzi Park Improvements Project - \$1,811,075*

The City of Stamford will complete Phase II improvements at Boccuzzi Park by improving the park's layout, replacing recreational features that have reached the end of their useful life, adding a splash pad/water play feature, multi-use lawn area, playground and tot lot, dog run, additional parking, landscaping, recreational amenities, and relocating the tennis and basketball courts. The coastal recreational area sits within the city's economically distressed Waterside neighborhood.

## **Maine**

### **North Deering Park (Portland)**

*North Deering Park Project - \$400,000*

The City of Portland will acquire two properties to create a 17.1-acre city park in North Deering. The properties currently consist of a forested area with trails and a baseball field. This project will address an urgent community need in an area where 39 percent of the population living within .5 miles of the park is low-income.

## **Massachusetts**

### **Congressman Richard E. Neal Indian Orchard Community Park (Springfield)**

*Congressman Richard E. Neal Indian Orchard Community Park Revitalization - \$1,500,000*

The City of Springfield will use ORLP funds to revitalize Neil Park by installing a splash pad playground, picnic pavilion, trail, athletic field bathrooms, parking, and landscaping. Additionally, the project will create an improved park entrance. The site has only been available to city residents on a limited basis due to deteriorated conditions, poor access, and consistent drainage issues. Residents of the economically disadvantaged Indian Orchard community will benefit from the revitalized Park's recreational offerings and functionality.



## **Michigan**

### **Camelot Park (Grand Rapids)**

*Camelot Park Improvements - \$479,600*

The City of Grand Rapids will expand and upgrade Camelot Park with a universally accessible splashpad, restrooms, access pathway, picnic shelter with tables and grill, and other park amenities. Camelot Park is located at the eastern edge of the city in a neighborhood and serves a community with a poverty rate of 26 percent. As the only public park within one and a quarter mile, it provides critical open parkland and a place for community events for the residents.

### **Heilmann Park (Detroit)**

*Heilmann Park Renovations - \$900,000*

The City of Detroit will make improvements to Heilmann Park, located in the Gratiot/7-mile community, one of the City's Strategic Neighborhood Fund areas. The project will address the severely deteriorated skate park, walking path, playground, sports field, basketball and tennis courts, and parking lot, as well as add a series of rain gardens, trees, and site furnishings for new picnic and gathering spaces. The proposed improvements will be a catalytic change that will help stabilize and rebuild a vibrant but struggling neighborhood.

## **Minnesota**

### **Rice (North End) Recreation Center (St. Paul)**

*North End Community Center Project - \$2,409,625*

The City of St. Paul will create outdoor recreation opportunities at the site of the Rice Recreation Center to address unmet community needs. The project will result in a multi-use artificial turf athletic field, sepak takraw courts, a new play area, increased flexible green space, a stormwater management system, improved accessibility, lighting, furnishings, plantings, landscaping, onsite parking, and increased shade opportunities.

### **Soldiers Field Park (Rochester)**

*Soldiers Field Park Improvement - \$5,000,000*

The City of Rochester will expand recreational activities at Soldiers Field Park, located near Rochester's Downtown, Historic Southwest, and Slattery Park neighborhoods. The Park serves a diverse, economically-distressed population with poverty levels reaching nearly 40 percent. The project will add recreational features prioritized by the local communities, including a lap pool, diving pool, toddler pool, splash area, and bathhouse/locker facilities, and provide an inclusive playground, trail connections, and a picnic shelter.

### **Willard Park (Minneapolis)**

*Secure Public Parkland and Invest in Recreation: Willard Park - \$1,300,000*

The Minneapolis Parks and Recreation Board will expand and renovate Willard Park. The dilapidated park currently serves a local community with a poverty rate of 31 percent. Planned renovations and new installations include a recreation area, play area, basketball courts, pathways, skate/BMX-spot elements, athletic field amenities, an outdoor community gathering area, and a restroom/storage building.

## **New Jersey**

### **North Pulaski Park (Passaic)**

*North Pulaski Park Renovation - \$3,349,369*

Passaic County will renovate North Pulaski Park by installing a new, larger playground area, picnic groves, updated tree-lined entrances, fitness stations, native plantings, updated walking paths, and a Riverwalk. This project will serve and benefit the community of East Passaic, which has been identified as an “Overburdened Community” under the New Jersey Environmental Justice Law with nearly 66 percent of residents being low-income.

## **New Mexico**

### **Officer Daniel Webster Park (Albuquerque)**

*Officer Daniel Webster Park Improvements - \$858,893*

The City of Albuquerque will complete the remaining work on Officer Daniel Webster Park. Funds will be used to create green spaces and install play equipment and innovative features that will serve children with a wide range of ability challenges by removing barriers to exclusion and encouraging new skills. The project is expected to bring up to 25 short-term, as well as long-term, jobs and economic benefits to an economically-disadvantaged community.

## **New York**

### **Centennial Park (Buffalo)**

*Ralph C. Wilson Jr. Centennial Park Play Garden Development - \$2,000,000*

The City of Buffalo will transform Ralph Wilson Centennial Park (formerly La Salle Park) by creating a “play garden” consisting of eight play areas and installing park furnishings, plants, trees, and a comfort station. The Park will serve the nearly 6,000 children that live in the five adjacent neighborhoods, all of which exceed poverty rates of 20 percent.

## **Ohio**

### **Beulah Park-Euclid Beach Lakefront Reservation (Cleveland)**

*Beulah Park-Euclid Beach Connector Trail Phase I - \$1,731,463*

Cuyahoga County will complete Phase I of the Beulah Park-Euclid Beach Connector Trail, a new lakefront trail along Lake Erie while stabilizing slope erosion and installing park furnishings. Once built, it will become the key 750-foot trail segment that supports the westward expansion of Euclid Beach Park and opens up nearly a half-mile of new lakefront and trail for underserved communities.

### **Campana Park (Lorain)**

*Campana Park Revitalization Project - \$1,647,292*

The City of Lorain will revitalize the currently distressed Campana Park. Designed in collaboration with the local economically-disadvantaged community, the project will result in the construction of seven new soccer fields, a new football field, a new softball field, renovation of 11 existing and deteriorated baseball fields, renovation of existing and construction of a new restroom/concession buildings, installation of a parking lot, paving of existing dirt parking lots,

sidewalk and ADA accessibility improvements, installation of LED lighting throughout the park, and improved landscaping around new and renovated facilities.

## **Pennsylvania**

### **Connell Park (Scranton)**

*Connell Park Revitalization - \$381,594*

The City of Scranton will revitalize the deteriorating Connell Park, the only park within walking distance of the upper Southside residents, with a new wellness loop trail, progressive bike/hiking trails, playground, and dog park. The project will also update the sports venue concessions stand and make infrastructure and ADA accessibility improvements.

## **South Carolina**

### **Armory Park (Rock Hill)**

*Armory Park Redevelopment - \$1,106,497*

The City of Rock Hill will make significant improvements to Armory Park to provide recreational opportunities for the surrounding economically-disadvantaged, underserved community. The project includes replacing old trails and adding new trails, moving the basketball court, upgrading the youth baseball field, and installing a new picnic shelter, playground, multi-purpose field, dog park, and shade trees.

## **Texas**

### **Montopolis Neighborhood Park (Austin)**

*Montopolis Neighborhood Park Pool Replacement - \$3,125,000*

Serving as the only pool within a 4-mile area, the City of Austin will use ORLP funds to support the Montopolis Pool Project. The city will replace the existing failing pool with upgraded recreation and zero-depth entry activity pools, renovate and expand the existing bathhouse/pump house, and complete site and utility work. The flexibility of the new park will enable it to serve a larger portion of the community.

## **Washington**

### **Be'er Sheva Park (Seattle)**

*Be'er Sheva Park Improvements - \$491,446*

Seattle Parks and Recreation will enhance and redevelop 2.4 acres of Be'er Sheva Park, located in the Rainier Beach community, along the shoreline of Lake Washington. The project includes the installation of a fitness zone, a lighted walking loop pathway, exercise equipment, resilient surfacing and landscaping, picnic tables, barbecues, bike racks, and a community gathering space.

### **Garfield Park (Seattle)**

*Garfield Super Block - \$2,170,902*

Seattle Parks and Recreation will turn Garfield Park, located in an urban area lacking park and recreation opportunities, into a high quality, comprehensive, multi-use park by installing new site

furnishings, play equipment, nature play elements, restrooms, a covered picnic area, a circular pathway with lighting, parkour elements, resurfacing the sports fields, making landscape improvements and other improvements.

### **King County Urban Park (Auburn)**

*Lakeland North Urban Park (Park Name TBD) - \$3,612,027*

King County Parks will acquire 21 acres of undeveloped open space for a new public park and develop culturally relevant nature-based recreation amenities, including trails, signage, play features, parking, landscaping, restrooms, and site restoration. The Park is in an area lacking any walking-distance access to open space and is listed as a "high need" area for park investment by The Trust for Public Land.

## **Wisconsin**

### **Lincoln Playfield (Milwaukee)**

*Lincoln Playfield Nature-Based Recreational Improvements - \$1,194,250*

The City of Milwaukee will complete the second phase of the renovation of Lincoln Playfield. Located in an area with a poverty rate of more than 35 percent, the project will complete the construction of nature-based improvements along the east side of the existing playfield adjacent to the Kinnickinnic River. Updated active recreation amenities in the western portion of the site will include a regulation-size soccer field, renovated basketball and tennis courts, accessibility updates to the existing 1930's fieldhouse, improved lighting, new walking loops, shade structures, and spectating areas.

### **The Shipyard (Green Bay)**

*Shipyard Phase 2 Park Improvements - \$5,000,000*

As part of a brownfield redevelopment, the City of Green Bay will fund the second of three phases of the Shipyard Improvement Project. The result will be a 6-acre park with a recreation area with a great lawn for events, a dog park, an urban beach, an adventure playground, and a play fountain. The project was planned using guidance from neighborhood stakeholders, which was gathered through the most substantive public engagement effort the city has ever coordinated.



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 19, 2023

**SUBJECT:** Accept and Expend Legislation for Subject Grant

**GRANT TITLE:** Outdoor Recreation Legacy Partnership Grant

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

- Proposed grant resolution; original signed by Department, Mayor, Controller
- Grant information form for Round 5, including disability checklist
- Grant budget
- Grant Award Letter for Round 5
- Recreation and Park Commission Resolution
- Sample Grant Agreement

**Special Timeline Requirements:**

Funding needs to be in early by January to maintain bid and advertisement schedule.

**Departmental representative to receive a copy of the adopted resolution:**

Name: Toni Moran

Phone: 415 794-8173

Interoffice Mail Address: 49 South Van Ness, Suite 1220

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).