File No. 240562 **Committee Item No.** 4
Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee **Date** June 5, 2024
Board of Supervisors Meeting **Date** _____

Cmte Board

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Completed by: Brent Jalipa **Date** May 30, 2024
Completed by: Brent Jalipa **Date** _____

FILE NO. 240562 RESOLUTION NO.

[Apply for, Accept and Expend Grant - California Natural Resources Agency - Lesbian, Gay, Bisexual, Transgender, and Queer History Museum - $5,500,000 - FY2024-2026]

Resolution approving a Program Application Package for a California Specified Development and Acquisition Grant from the State of California Natural Resources Agency (the "Agency"); authorizing the Mayor's Office of Housing and Community Development ("MOHCD"), on behalf of the City and County of San Francisco, to apply for the Program Application Package and enter into a Grant Agreement with the Agency and take all actions in compliance with the Grant Agreement, as defined herein, for a grant of $5,500,000 under the California Specified Development and Acquisition Grant Program; and authorizing the City to accept and expend the grant in the amount of $5,500,000 under California Specified Development and Acquisition Grant Program for the period of August 1, 2024, through March 1, 2026, for the purpose of establishing a Lesbian, Gay, Bisexual, Transgender, and Queer History Museum in San Francisco.

WHEREAS, Lesbian, Gay, Bisexual, Transgender, and Queer ("LGBTQ") history is rich and diverse, spanning centuries and continents, with significant contributions to culture, politics, and society; and

WHEREAS, San Francisco holds a pivotal role in LGBTQ history, being the birthplace of the modern LGBTQ rights movement, marked by the Compton's Cafeteria Riots and the subsequent activism led by figures like Harvey Milk; and

WHEREAS, San Francisco has been a haven for LGBTQ individuals seeking refuge from discrimination and persecution, fostering a vibrant community, and serving as a beacon of hope for many worldwide; and

WHEREAS, There is a pressing need to preserve and celebrate the stories, struggles, and achievements of LGBTQ individuals and communities, ensuring that their legacy is recognized and honored for generations to come; and,

WHEREAS, Existing museums and cultural institutions often inadequately represent LGBTQ history, with many stories overlooked or marginalized within broader narratives; and,

WHEREAS, The establishment of an LGBTQ history museum in San Francisco would provide a dedicated space to showcase the rich tapestry of LGBTQ experiences, from the underground queer subcultures to the mainstream movements for equality and liberation; and,

WHEREAS, An LGBTQ history museum would serve as an educational resource, fostering understanding, empathy, and solidarity across diverse communities, while combating ignorance, prejudice, and discrimination; and

WHEREAS, The creation of an LGBTQ history museum in San Francisco would contribute to the City's cultural landscape, attracting visitors from around the world and bolstering tourism and economic development efforts; and

WHEREAS, By honoring and preserving LGBTQ history, San Francisco can reaffirm its commitment to diversity, inclusion, and social justice, setting an example for cities globally to embrace and celebrate the full spectrum of human identity and experience; and

WHEREAS, The Legislature and Governor of the State of California have approved a grant for the establishment of an LGBTQ history museum in San Francisco (the “Project”); and

WHEREAS, The State of California Natural Resources Agency (the “Agency”) has been delegated the responsibility for the administration of a grant to fund the Project and the procedures related to the grant, which requires the City to submit a Project Information Package containing the Project Summary, Authorizing Resolution, Cost Estimate, Project Timeline, and other supporting documents; and

WHEREAS, Under the term of land tenure, as a condition of the grant, City shall operate, and maintain the Project (or shall ensure through a written agreement with the landowner that the Project is maintained, operated, and used) for a period of no less than 25 years from completion of the Project; and

WHEREAS, Prior to submission of the Project Information Package, the Agency requires the City to certify by resolution the approval of the Project Information Package, a copy of which is on file with the Clerk of the Board of Supervisors in File No. 240562, and is incorporated herein by reference; and

WHEREAS, The City and County of San Francisco, acting through the Mayor's Office of Housing and Community Development ("Grantee" or "City") desires to submit the Program Application Package to the Agency; and

WHEREAS, After approval of the Project Information Package, City and Agency will enter into a Grant Agreement for funding of the Project in substantially the form on file with the Clerk of the Board of Supervisors in File No. 240562, and is incorporated herein by reference ("Grant Agreement"); and

WHEREAS, The proposed grant does not require an Annual Salary Ordinance amendment; and,

WHEREAS, The Department proposes to maximize the use of available grant funds on program expenditures by not including indirect costs in the grant budget; now, therefore, be it

RESOLVED, That the City understands the assurances and certification in the Project Information Form; and, be it

FURTHER RESOLVED, That the Board of Supervisors approves the Project Information Package and delegates to MOHCD, on behalf of the City, the authority to execute and submit and the Project Information Package to the Agency; and, be it

FURTHER RESOLVED, That the Director of MOHCD or designee will conduct all negotiations, execute and submit all documents including, but not limited to the Project Information Package, agreements, payment requests and so on, which may be necessary for the completion of the Project; and, be it

FURTHER RESOLVED, That the City has reviewed and understands the General Provisions contained in the Grant Agreement; and, be it

FURTHER RESOLVED, That the Board of Supervisors approves and authorizes MOHCD, on behalf of the City, to enter into the Grant Agreement with the Agency; and, be it

FURTHER RESOLVED, That the Board Supervisors authorizes the City to accept and expend the grant funds disbursed under the Grant Agreement for the purpose of the Project; and, be it

FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of MOHCD (or his designee) to execute and deliver any documents in the name of the City that are necessary, appropriate or advisable to accept and expend the grant funds from the Agency, and all amendments thereto, and complete the transactions contemplated herein and to use the grants funds for Project in the manner presented in the Project Application Package as approved by the Agency and in accordance with the Grant Agreement; and, be it

FURTHER RESOLVED, That the City will have sufficient funds to develop, operate, and maintain the Project consistent with the land tenure requirements of the Grant Agreement, or will secure the resources to do so or will require through written agreement for the owner of the Project to have sufficient funds to operate and maintain the Project; and, be it

FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of indirect costs in the grant budget; and, be it

FURTHER RESOLVED, That the City will comply with the provisions of Section 1771.5 of the California Labor Code; and, be it

FURTHER RESOLVED, That if applicable, the Project will comply with any laws and regulation including, but not limited to, the California Environmental Quality Act (CEQA), legal requirements for building codes, health and safety codes, disabled access laws, environmental laws and, that prior to commencement of construction, all applicable licenses and permits will have been obtained; and, be it

FURTHER RESOLVED, That all actions authorized and directed by this Resolution and heretofore taken are ratified, approved and confirmed by this Board of Supervisors; and, be it

FURTHER RESOLVED, That within thirty (30) days of the Grant Agreement being fully executed by all parties, MOHCD shall provide the final agreement to the Clerk of the Board for inclusion into the official file.

Recommended:

/s/
Dan Adams, Director

Approved:

/s/
London N. Breed, Mayor

/s/
Greg Wagner, Controller

DocuSign Envelope ID: 9984E869-45AB-4B2B-83A3-D6355C1711D3

File Number: 240562
(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:** LGBTQ Museum

2. **Department:** Mayor's Office of Housing and Community Development

3. **Contact Person:** Benjamin McCloskey Telephone: 415-701-5575

4. **Grant Approval Status (check one):**

[ ] Approved by funding agency [x] Not yet approved

5. **Amount of Grant Funding Approved or Applied for**: $5,500,000

6a. **Matching Funds Required:** $0
b. **Source(s) of matching funds (if applicable):** N/A

7a. **Grant Source Agency:** State of California Natural Resources Agency
b. **Grant Pass-Through Agency (if applicable):** N/A

8. **Proposed Grant Project Summary:** Building improvements, and programming for an LGBTQ museum.

9. **Grant Project Schedule, as allowed in approval documents, or as proposed:**
Start-Date: 8/1/2024 End-Date: 3/1/2026

10a. **Amount budgeted for contractual services:** N/A; see attached expenditure schedule

b. **Will contractual services be put out to bid?** N/A

c. **If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements?** N/A

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

11a. **Does the budget include indirect costs?** [ ] Yes [x] No

b1. **If yes, how much? $**
b2. **How was the amount calculated?**
c1. **If no, why are indirect costs not included?**
[ ] Not allowed by granting agency [x] 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?** None.

12. **Any other significant grant requirements or comments:**

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****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)	[X] New Program(s) or Service(s)
[X] 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:

Madeleine Sweet
(Name)

Compliance Coordinator – Data, Evaluation and Compliance
(Title)

Date Reviewed: May 10, 2024

(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Daniel Adams
(Name)

Director
(Title)

Date Reviewed: 5/10/2024 | 4:56 PM PDT

DocuSigned by:
Daniel Adams
E09C20545F78457...
(Signature Required)

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT

GRANTEE NAME: City and County of San Francisco

PROJECT TITLE: LGBTQ Museum

AUTHORITY: Budget Act of 2022 (Chapters 43, 45 and 249, Statutes of 2022)

PROGRAM: General Fund Specified Grant Projects

AGREEMENT NUMBER: GF2224-0

TERM OF LAND TENURE: 25 years from date of project completion as evidenced by the Certification of Completion Form

PROJECT PERFORMANCE PERIOD: August 1, 2024 to March 1, 2026

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project scope set forth in Exhibit A and any subsequent amendments, and the State of California, acting through the Natural Resources Agency, agrees to fund the project up to the total grant amount indicated pursuant to the Budget Act of 2022 (Chapters 43, 45 and 249, Statutes of 2022).

PROJECT DESCRIPTION: See project description on page 1 and Exhibit A of the Agreement

TOTAL STATE GRANT NOT TO EXCEED: $5,500,000.00 (or project costs, whichever is less)

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

CITY AND COUNTY OF SAN FRANCISCO	**STATE OF CALIFORNIA NATURAL RESOURCES AGENCY**
By: _____	By: _____
Daniel Adams	Andrea Scharffer
Title: Director, Mayor's Office of Housing & Community Development	Title: Deputy Assistant Secretary, Bonds & Grants
Date: _____	Date: _____

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CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING	AGREEMENT NO.	FUND
$5,500,000.00	**GF2224-0**	**0001 – General Fund**
ADJ. INCREASING ENCUMBRANCE		FI$CAL PO NO.
ADJ DECREASING ENCUMBRANCE	FUNCTION	
	Local Assistance	

UNENCUMBERED BALANCE	REF NO.	FUND	ENACTMENT YEAR	ACCOUNT NO.	ALT ACCOUNT
	1021	**0001**	**2022**	**5432000**	**5432000000**

PROGRAM	PCBU	PROJECT	ACTIVITY	RPTG STRUCTURE	SVC LOCATION	AGENCY USE	BUDGET PERIOD
0320	**0540**	**0540GF22240**	**22204**	**05402001**	**22204**		**2023**

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

SIGNATURE OF ACCOUNTING OFFICER _____ DATE _____

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT

GRANTEE NAME: City and County of San Francisco

PROJECT TITLE: LGBTQ Museum

AGREEMENT NUMBER: GF2224-0

AUTHORITY: Budget Act of 2022 (Chapters 43, 45, and 249, Statutes of 2022)

PROGRAM: General Fund Specified Grant Projects

PROJECT DESCRIPTION

Project to create an LGBTQ history museum in San Francisco. After identification and acquisition of the museum site, grant funds will be used for tenant improvements and museum programming.

A detailed project scope and activities, project schedule and project budget are described and attached hereto as Exhibit A.

Grant funds are to be used to support capital asset projects in accordance with the provisions contained in the Procedural Guide for General Fund Specified Grant Projects and this Agreement.

TERMS AND CONDITIONS OF GRANT

Special Provisions

1. As conditions precedent to the State's obligation to make any funding available pursuant to this Agreement, Grantee shall first provide evidence of adequate land tenure and evidence the project will be operated and maintained for a minimum of 25 years satisfactory to the State for all land to be improved under this Agreement.

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General Provisions

A. Definitions

1. The term "Act" means the Budget Act of 2022 (Chapters 43, 45, and 249, Statutes of 2022).

2. The term "Acquisition" means obtaining a fee interest or any other interest, including easements, leases, and development rights.

3. The term "Agreement" means this Grant Agreement

4. The term "Application" means the Project Information Package and any applicable materials supplied by grantee to the State pursuant to the Application Guidelines.

5. The term "Application Guidelines" means the Procedural Guide for General Fund Specified Development and Acquisition Grant Projects.

6. The term “Development” means improvement, rehabilitation, restoration, enhancement, preservation, protection and interpretation or other similar activities.

7. The term “Fair Market Value” means the value placed upon the property as supported by an appraisal that has been reviewed and approved by the California Department of General Services (DGS).

8. The term “Grant” or “Grant Funds” means the money provided by the State to the Grantee in this Agreement.

9. The term “Grant Agreement” means a contractual arrangement between the State and Grantee specifying the payment of funds by the State for the performance of specific project objectives within a specific project performance period by the Grantee.

10. The term "Grantee" means an entity who has a signed agreement for Grant Funds.

11. The term “Interpretation” means visitor-serving amenities that communicate the significance and value of natural, historical, and cultural resources in a manner that increases the understanding and enjoyment of these resources, or other similar activities.

12. The term “Other Sources of Funds” means cash or in-kind contributions that are required or used to complete the project beyond the Grant Funds provided by this Agreement.

13. The term “Payment Request Form” means Form RA212.

14. The term "Project" means the acquisition or development activity described in the Application as modified by Exhibit A to be accomplished with Grant Funds.

15. The term “Project Budget” means the State approved cost estimate included as Exhibit A-1 to this Agreement.

16. The term “Project Property” means the property being developed or acquired with Grant Funds.

17. The term “Project Scope” means the description or activity for work to be accomplished by the Project.

18. The term “Public Agency” means any State of California department or agency, a county, city, public district, or public agency formed under California law.

19. The term "State" means the Secretary for California Natural Resources or his/her representatives, or other political subdivision of the State.

B. Project Execution

1. Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement.

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2. Grantee shall furnish any and all additional funds that may be necessary to complete the project.

3. Grantee shall complete the project in accordance with the Project Performance Period set forth on the signature page unless an extension has been formally granted by the State and under the Terms and Conditions of this Agreement. Extensions may be requested in advance and will be considered by the State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond **March 1, 2026**.

4. Grantee shall at all times ensure that project complies with all environmental laws, including but not limited to obtaining all necessary permits.

   Changes to the scope resulting from CEQA compliance are permitted provided the State determines that the project continues to meet all objectives of the General Fund Specified Grant Project and is consistent with the intent cited in the original Application.

5. Projects must comply with any applicable laws pertaining to prevailing wage and labor compliance.

6. Grantee certifies that the project does and will continue to comply with all current laws and regulations which apply to the project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee certifies that prior to commencement of construction all applicable permits and licenses (e.g., state contractor's license) will have been obtained.

7. Grantee shall provide access by the State upon 24-hours' notice to determine if project work is in accordance with the approved project scope, including a final inspection upon project completion.

8. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original project scope per Exhibit A and the Application. Changes in project scope must continue to meet the need cited in the original Application or they will not be approved. Any modification or alteration in the project as set forth in the Application on file with the State must be submitted to the State for approval. Any modification or alteration in the project must also comply with all current laws and regulations, including, but not limited to, CEQA.

9. Grantee shall provide for public access and/or educational features where feasible.

10. Grantee must have (1) fee title, (2) leasehold, or (3) other interest in project lands and demonstrate to the satisfaction of the State the proposed project will provide public benefits that are commensurate with the type and duration of the interest in land.

11. If a nonprofit organization, Grantee certifies the corporation is qualified under Section 501(c)(3) of the Internal Revenue Service Code, has an active status with the Secretary of State, and is current with the Attorney General's Registry of Charities and Fundraisers. Failure by the Grantee to remain in compliance with these nonprofit requirements may be cause for suspension of all obligations of the State hereunder and termination of this Agreement.

12. Grantee shall promptly provide photographs of the site during and after implementation of the project at the request of the State.

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C. Project Costs

1. Unless otherwise agreed upon, Grant Funds provided to Grantee under this Agreement for Development will be disbursed for eligible costs, on a reimbursement basis, as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:

   a. Approved direct management costs or construction and development costs. Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the project.

   b. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, upon completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State.

   c. Advance payments may be made at the discretion of the State.

   d. Grantee agrees to use any Grant Funds advanced by the State under the terms of this Agreement solely for the Project herein described.

   e. Overhead costs are generally limited to a maximum of 15% of total direct costs.

2. Payment Documentation:

   a. All payment requests must be submitted using a completed Payment Request Form. This form must be accompanied by an itemized list of all expenditures that clearly documents the check numbers, dates, recipients, line-item description as described in the project budget approved by the State and amounts. Grantee should retain for audit proof of payment of expenditures, such as receipts, paid invoices, canceled checks, or other forms of documentation demonstrating payment has been made.

   b. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate, or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.

3. Grant funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.

4. The State reserves the right to request reimbursement of any funds spent on the project, even funds deemed eligible costs, if the project is not completed in accordance with the Grant Agreement and the guidelines.

5. Except as otherwise provided herein, the Grantee shall expend grant funds in the manner described in the Exhibit A approved by the State. The total dollars of a category in the project budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by the State. However, the Grantee shall notify the State in writing when any such reallocation is made and shall identify both the

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item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved by the State. In any event, the total amount of the grant funds may not be increased, nor may any adjustments exceed the limits for management costs as described in the Application Guidelines.

D. Project Administration

1. Grantee shall promptly provide project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final project expenditures with the final payment request and required closing documents.

2. Grantee shall make property and facilities developed pursuant to this Agreement available for inspection upon request by the State.

3. If Grant Funds are advanced, the Grantee shall place these Funds in a separate interest-bearing account, setting up and identifying such account prior to the advance. Interest earned on Grant Funds shall be used on the Project, as approved by the State. Any overpayment of Grant Funds in excess of final project costs shall be returned to the State within sixty (60) days of completion of the Project or the end of the Project performance period as shown on the signature page, whichever is earlier.

4. Grantee shall submit all documentation for project completion, including a notice of completion as applicable and final reimbursement within ninety (90) days of project completion, but in no event any later than **March 1, 2026**.

5. Final payment is contingent upon State verification that the Project is consistent with the Project scope as described in Exhibit A, together with any State-approved amendments.

6. This Agreement may be amended by mutual agreement in writing between the Grantee and the State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.

7. Grantee must report to the State all sources of other funds for the project.

E. Project Termination

1. Prior to the completion of project construction, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by the Grantee which affects performance of this, or any other grant agreement or contract entered into with the State.

2. If the State terminates without cause the Agreement prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the Agreement

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prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.

3. If the Grantee fails to complete the project in accordance with this Agreement or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the project. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.

4. Failure by the Grantee to comply with the terms of this Agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.

5. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.

6. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is the for the purposes as stated in the Application for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of grant funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the grant funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

F. Hold Harmless

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of State, its officers, agents, and employees.

2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the project, including development, construction, operation or maintenance of the property described in the project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

3. Grantee and State agree that in the event of judgment entered against the State and the Grantee because of the gross negligence of the State and the Grantee, their officers,

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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.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents, and records for three (3) years after final payment and one (1) year following an audit.

2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements, and receipts with respect to its activities under this Agreement.

3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

H. Use of Facilities

1. If Grantee owns the Project Property, Grantee shall not sell or transfer the Project Property (including any portion of it or any interest in it) during the Land Tenure Term defined in paragraph H.2. below without the written approval of the State of California, acting through the Natural Resources Agency, or its successor. Such approval shall not be unreasonably withheld as long as the purposes for which the grant was awarded are maintained. If Grantee does not own the Project Property, Grantee shall notify the State within 30 days of any sale or transfer of the property, at which time the State may seek any and all remedies available under Section E of this Agreement.

2. Grantee shall maintain, operate, and use (or shall ensure via written agreement with the landowner that the project is maintained, operated, and used) in fulfillment of the purpose funded pursuant to this Grant for a minimum of twenty five (25) years, consistent with the Land Tenure/Site Control requirements included in the Application Guidelines (the "Land Tenure Term"). Grantee, Grantee's successor in interest, or the Assignee of this Agreement, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the Project improvements and render the Project obsolete or impracticable to rebuild.

3. Grantee agrees to use the Project Property (or shall ensure via written agreement with the landowner that the property will be used) solely for the purposes for which the Grant was made and no other use or sale or other disposition of the property shall be made during the Land Tenure Term. This Agreement shall not prevent the transfer of the property from the Grantee to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.

4. Reimbursement of the Grant with interest: At the State's sole discretion, if the Grantee owns the Project Property and the use of the property is changed to a use that is not permitted

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by the Agreement or if the property is sold or otherwise disposed of by Grantee, the State may seek an amount equal to: (1) the amount of the Grant plus accrued interest at the prime interest rate at the time of disposition, and (2) the amount of any increase in property value attributed to grant-funded improvements to the Project Property. If the Grantee does not own the Project Property, and the use of the Project Property is changed to a use that is not permitted by this Agreement or is sold or otherwise disposed of within the Land Tenure Term, at the State's sole discretion, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest at the prime interest rate at the time of disposition.

5. Grantee shall not use or allow the use of any portion of the Project Property as security for any debt during the Land Tenure Term. If the grantee does not own the Project Property, written approval of the State must be obtained for use of the Project Property (including any portion of it or any interest in it) to be used as security for any debt, provided such approval by the State shall not be unreasonable withheld as long as the purposes for which the Grant was awarded are maintained and does not make the State a guarantor or a surety for any debt, nor waive the State's rights to enforce performance under this Agreement.

6. Grantee shall not use or allow the use of any portion of the Project Property for mitigation without the written approval of the State. If the grantee does not own the Project Property, the grantee shall ensure via written agreement with the landowner that the landowner shall not use or allow the use of any portion of the Project Property for mitigation without the written approval of the State.

I. Nondiscrimination

1. During the performance of this grant, grantee and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any person because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Grantee and subcontractors shall ensure that the evaluation and treatment of all persons, and particularly their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)–(f), are incorporated into this grant by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Grantee shall include this non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.

2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. The completed project and all related facilities shall be open to members of the public generally, except as noted under the special provisions of this Agreement or under provisions of the Act.

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J. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

K. Severability

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

L. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different, or subsequent breach by either party.

M. Assignment

Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

N. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Agency Grants Administrator. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Assistant Secretary for Bonds and Grants for the California Natural Resources Agency. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Assistant Secretary shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Assistant Secretary's decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.

2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Assistant Secretary. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Assistant Secretary's written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall

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render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.

O. Audit Requirements

Grant projects are subject to audit by the State annually and for three (3) years following the final payment of grant funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the project for which the grant funds were granted.

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EXHIBIT A

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT

General Fund Specified Grant FY 2022-2023

Grantee Name: City and County of San Francisco

Project Title: LGBTQ Museum

Agreement Number: GF2224-0

Project Scope:

Project to create an LGBTQ history museum in San Francisco. After the museum site is identified and acquired, grant funds will be used for building rehabilitation and/or tenant improvements and for museum programming.

Project elements funded by General Fund grant:

- Building rehabilitation and/or tenant improvements
- Museum programming

The museum will be open to the public at a location and times to be determined.

Project Schedule:

Activity Description	Timeline
Preliminary work on the project	August 2024-October 2024
Construction period and Museum programming	November 2024-January 2026
Submit Project Closeout package with final Payment Request to State	February 2026

Cost Estimate: See Exhibit A-1

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Exhibit A-1: Cost Estimate
City and County of San Francisco
LGBTQ Museum
GF2214-0

Project Elements		Total Cost*	General Fund Grant
1	Building Rehabilitation and Tenant Improvements	$ 5,000,000.00	$ 5,000,000.00
2	Programming	$ 500,000.00	$ 500,000.00
PROJECT TOTAL		**$ 5,500,000.00**	**$ 5,500,000.00**

*All project expenditure documentation should be available for audit whether paid with grant funds or other funds.
**In-service payroll may not include a "billable rate" or administrative cost allocation.
***Overhead costs are allowable and generally limited to 15% of total direct costs of the grant.

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LGBTQ Museum Expenditure Schedule

Proposed expenditures for the LGBTQ Museum grant from the State of California Natural Resources Agency:

Agency Name	Project Description	Funding Amount
TBD	Building rehabilitation/tenant improvements for a to be determined site of a San Francisco LGBTQ Museum.	$5,000,000
TBD	LGBTQ Museum programming.	$500,000

TOTAL State of California Natural Resources Agency: $5,500,000

PROJECT INFORMATION PACKAGE CHECKLIST

Before a Grant Agreement can be developed, Grantee must send a completed Project Information Package ("Package") to Agency. Grantee should keep a complete copy of the Package for future use and reference.

All applicable documents must be submitted to Agency along with the checklist below. Grantee should check the appropriate box indicating a document is included in the Package or is not applicable to the project.

Required Documentation	
• Project Information Form (Section F)	☒
• Project Summary	☒
• Authorizing Resolution (Section H)	☒
• Cost Estimate (Section I or J)	☒
• Project Timeline	☒
• Property Data Sheet (Section L) N/A	☐
• Land Tenure/Site Control Documents N/A	☐
• Photos of the Project Site N/A	☐
• Site Plan N/A	☐
• Permit Approval Status (Section N) N/A	☐
• Payee Data Form (Std. 204 for nonprofits; Gov.TIN Form for government entities)	☒
Additional Documents if Acquisition Project	
• If Conservation Easement, provide description of restrictions, reservations, and funding mechanism for long term stewardship N/A	☐
• Willing Seller Letter(s) (Section P) N/A	☐
• Appraisal, Preliminary Title Report, if available N/A	☐

F. PROJECT INFORMATION FORM

Project Name
LGBTQ History Museum

Estimated Date of Completion: 2027

Grant Amount: $5.5M

Estimated Total Project Cost: $17.5M
(State grant, other funds, and in-kind)

Grantee Name (with mailing address)
Mayor's Office of Housing and Community Development
1 South Van Ness Ave., 5th Floor
San Francisco, CA 94103

Check one:
- ☐ **Nonprofit**
- ☒ **Local Agency**
- ☐ **State Agency**

County
San Francisco

Nearest City/Town
San Francisco

Project Address (or nearest cross street)
TBD
TBD

Senate Dist.	Assembly Dist.	US Congressional Dist.
11	17	12

Grantee's Representative Authorized in Resolution **(Signature required at bottom of this page)**

Name: Daniel Adams **Title:** Director, Mayor's Office of Housing and Community Development

Phone: 415-701-5500 **Email:** daniel.adams.@sfgov.org

Project Manager – Person with day-to-day responsibility for project (if different from authorized representative)

Name: Victor Ruiz-Cornejo **Title:** Policy Advisor

Phone: 415.604.6817 **Email:** Victor.Ruiz-Cornejo@sgfov.org

Brief Description of Project
(Summarize major activities to be funded by this Grant)

Creation of first in the nation full scale LGBTQ history museum. This grant will assist in the establishment of this museum through assistance with programming and tenant improvements once the site is identified and acquired.

Latitude	Longitude
N/A	N/A

CEQA/Environmental Requirements

- ☐ Exempt per CEQA Guidelines § Enter section
  Attach filed Notice of Exemption.
- ☐ CEQA completed
  Attach fled Notice of Determination, Negative Declaration, or Mitigated Negative Declaration
- ☐ CEQA is not complete
  Attach draft Initial Study with checklists.
- ☒ CEQA not triggered Site to be identified

Site Control/Land Tenure (check the box that applies)

- ☒ Grantee owns the property. – Site to be identified
- ☐ Grantee leases the property – Term End: Enter date
- ☐ Grantee owns an easement on the property.
- ☐ Grantee has an MOU with the property owner.
- ☐ Not applicable – Project is programmatic only.

I certify that the information in this Project Information Form, including all attachments, is complete and accurate.

Signed: _____ 5/5/2024
Grantee's Authorized Representative as shown in Resolution **Date**

Daniel Adams
Print Name

Director, Mayor's Office of Housing and Community Development
Title

Designee? ☐ **Yes** ☒ **No**
(If yes, attach letter of designation from authorized representative.)

COST ESTIMATE FORM

Project Elements	**Total Project Costs**	**General Fund Grant**	**Other Funding** (if applicable)	**Other Funding** (if applicable)
NON-CONSTRUCTION COSTS				
Direct Project Management Administration				
Staff Time (direct costs only)				
Incidental Charges		**Ineligible**		
Consultants				
Subtotal – Direct Management				
Planning, Design & Permitting				
Staff Time (direct costs only)				
Consultants				
Permit Costs				
Subtotal Planning, Design & Permitting				
CEQA Compliance (if applicable)				
Staff Time (direct costs only)				
Consultants				
Subtotal – CEQA				
Programming		$500,000		
SUB-TOTAL Non-Construction Costs		$500,000		
CONSTRUCTION COSTS				
Building rehabilitation and tenant improvements	$5,000,000	$5,500,000		
SUBTOTAL **Construction Costs**	$5,500,000	$5,500,000		
Contingency				
PROJECT GRAND TOTAL	$5,500,000	$5,500,000		

PROJECT TIMELINE

Activity Description	Timeline
Preliminary work on the project	August 2024- October 2024
Construction period	November 2024- January 2026
Submit Project Closeout package with final Payment Request to State	February 2026

State of California
Financial Information System for California (FI$Cal)

GOVERNMENT AGENCY TAXPAYER ID FORM

2000 Evergreen Street, Suite 215
Sacramento, CA 95815
www.fiscal.ca.gov
1-855-347-2250

FI$Cal Financial Information System for California

The principal purpose of the information provided is to establish the unique identification of the government entity.

Instructions: You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields marked with an asterisk (*) are required. Hover over fields to view help information. Please print the form to sign prior to submittal. You may email the form to: vendors@fiscal.ca.gov, or fax it to (916) 576-5200, or mail it to the address above.

Principal Government Agency Name*: City and County of San Francisco

Remit-To Address (Street or PO Box)*: C/O MOHCD, 1 South Van Ness Avenue, 5th Floor

City*: San Francisco | State *: CA | Zip Code*+4: 94103

Government Type:
- [x] City
- [x] County
- [ ] Special District
- [ ] Federal
- [ ] Other (Specify)

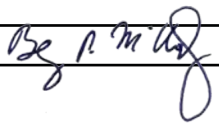
Federal Employer Identification Number (FEIN)*: 94-6000417

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

Dept/Division/Unit Name	Complete Address
Mayor's Office of Housing & Community Development	1 South Van Ness Avenue, 5th Floor, San Francisco, CA 94103

Contact Person*: Benjamin McCloskey | Title: Deputy Director, Finance and Admin

Phone number*: 415-701-5500 | E-mail address: benjamin.mccloskey@sfgov.org

Signature*:  | Date: 3/5/24

Mayor's Office of Housing and Community Development
City and County of San Francisco

London N. Breed
Mayor

Daniel Adams
Director

TO: **Angela Calvillo, Clerk of the Board of Supervisors**

FROM: **Benjamin McCloskey, Deputy Director Mayor's Office of Housing and Community Development**

DATE: **May 10, 2024**

SUBJECT: **Accept and Expend Resolution for funds awarded by State of California Natural Resources Agency for an LGBTQ Museum**

GRANT TITLE: LGBTQ Museum

Attached please find the original and 2 copies of each of the following:

X Proposed resolution; original signed by Department, Mayor, Controller

X Grant information form

X Grant budget

X Grant agreement

N/A Other (Explain):

Departmental representative to receive a copy of the adopted resolution:

Name: Benjamin McCloskey
Phone: 415-701-5575
Interoffice Mail Address: Benjamin.McCloskey@sfgov.org
Certified copy required Yes ☐ No ☒

From:	Trejo, Sara (MYR)
To:	BOS Legislation, (BOS)
Cc:	Paulino, Tom (MYR); Nickolopoulos, Sheila (MYR); Cheu, Brian (MYR); Woo, Gloria (MYR); Gremer, Andrea (MYR); Ruiz-Cornejo, Victor (MYR)
Subject:	Mayor -- Resolution -- LGBTQ History Museum A&E
Date:	Tuesday, May 21, 2024 2:38:39 PM
Attachments:	1 LGBTQ Museum Grant Cover Memo.docx 2 LGBT Museum - Grant Information Form_signed_v3.pdf 3 LGBTQ museum reso May 2024 final (0520).docx 3 LGBTQ museum reso May 2024 final.docx.pdf 4 LGBTQ Museum - Expenditure Schedule.docx 0540GF22240_DRAFT Grant agreement.pdf Project Information Package - 1.docx Project Information Packet - 2.docx Project Information Package - 3.docx Project Information Package - 4.docx Project Information Package -5.pdf RE Completed Complete with DocuSign 3 LGBTQ museum reso May 2024 final.docx.msg

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Hello Clerks,

Attached is a Resolution approving a Program Application Package for a California Specified Development and Acquisition Grant from the State of California Natural Resources Agency (the "Agency"); authorizing the Mayor's Office of Housing and Community Development ("MOHCD"), on behalf of the City and County of San Francisco, to apply for the Program Application Package and enter into a Grant Agreement with the Agency and take all actions in compliance with the Grant Agreement, as defined herein, for a grant of $5,500,000 under the California Specified Development and Acquisition Grant Program; and authorizing the City to accept and expend the grant in the amount of $5,500,000 under California Specified Development and Acquisition Grant Program for the period of August 1, 2024 to March 1, 2026 for the purpose of establishing a Lesbian, Gay, Bisexual, Transgender, and Queer history museum in San Francisco.

Best regards,

Sara Trejo
Legislative Aide
Office of the Mayor
City and County of San Francisco
415.554.6141 | sara.trejo@sfgov.org