

File No. 240615

Committee Item No. 5

Board Item No. 18

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget and Appropriations Committee Date June 13, 2024

Board of Supervisors Meeting Date July 16, 2024

#### Cmte Board

- |                                     |                                     |  |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/>            | <input type="checkbox"/>            | Motion   |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution   |
| <input 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 checked="" type="checkbox"/> | Department/Agency Cover Letter and/or Report                     |
|                                     |                                     | • MYR Transmittal Letter and Trailing Legislation List 5/31/2024 |
|                                     |                                     | • MYR Memo 5/31/2024   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | MOU  |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Information Form   |
|                                     |                                     | • Greenagers Program 5/13/2024                                   |
|                                     |                                     | • Youth Stewardship Program 5/13/2024                            |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Budget   |
|                                     |                                     | • Greenagers Program   |
|                                     |                                     | • Youth Stewardship Program                                      |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Subcontract Budget   |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Contract/Agreement   |
|                                     |                                     | • Greenagers Contract and Provisions 5/8/2024                    |
|                                     |                                     | • Youth Stewardship Program 5/8/2024                             |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Form 126 – Ethics Commission                                     |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Award Letter   |
|                                     |                                     | • Greenagers Program   |
|                                     |                                     | • Youth Stewardship Program                                      |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Application  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Public Correspondence  |

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

- |                                     |                                     |  |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>RPC Resolution No. 2307-006 7/20/2023</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>RPC Resolution No. 2307-007 7/20/2023</u> |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <u> </u>                                     |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <u> </u>                                     |

Completed by: Brent Jalipa Date June 7, 2024

Completed by: Brent Jalipa Date June 17, 2024

1 [Accept and Expend Grant - Retroactive - Habitat Conservation Fund - Greenager and Youth  
2 Stewardship Programs - \$400,000]

3 **Resolution retroactively authorizing the Recreation and Park Department to accept and**  
4 **expend a grant funding in the amount of \$200,000 each for the Greenager and Youth**  
5 **Stewardship Programs for a total amount of \$400,000 from the Habitat Conservation**  
6 **Fund to protect threatened wildlife habitat, for the performance period of July 1, 2023,**  
7 **through June 30, 2028.**

8  
9 WHEREAS, The California Wildlife Protection Act of 1990, which provides funds to the  
10 State of California for grants to local agencies to acquire, enhance, restore, or develop  
11 facilities for public recreation and fish and wildlife habitat protection purposes, was enacted by  
12 the people of the State of California; and

13 WHEREAS, The State Department of Parks and Recreation has been delegated the  
14 responsibility for the administration of the Habitat Conservation Fund (HCF) Program, setting  
15 up necessary procedures governing project application under the HCF Program; and

16 WHEREAS, The Recreation and Park Department's (RPD) Greenager and Youth  
17 Stewardship programs have provided underserved urban youth with access to hands-on  
18 outdoor learning and conservation experiences to reap long-term health, education, personal  
19 development, professional development, and community benefits and have educated the next  
20 generation of environmental stewards to protect threatened wildlife habitat for over 12 years;  
21 and

22 WHEREAS, The RPD submitted and was awarded \$200,000 in HCF grant funds for  
23 the Greenager program and \$200,000 in HCF grant funds for the Youth Stewardship program  
24 for a combined total of \$400,000; and

25 WHEREAS, On July 20, 2023, the San Francisco Recreation and Park Commission

1 adopted Resolution No. 2307-006 and Resolution No. 2307-007 approving the RPD's  
2 applications for HCF Program funds, authorizing the RPD General Manager to negotiate  
3 agreements with the State concerning the administration of the grants, and recommending  
4 that the Board of Supervisors authorize RPD to accept and expend the grants; and  
5 WHEREAS, The Grant performance period of July 1, 2023, through June 30, 2028; and  
6 WHEREAS, The Grant terms prohibit including indirect costs in the grant budget; and  
7 WHEREAS, The Grant will not require an amendment to the Annual Salary Ordinance;  
8 now, therefore, be it  
9 RESOLVED, That the Board of Supervisors retroactively authorizes the Recreation and  
10 Park Department to accept and expend the HCF grants; and, be it  
11 FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of  
12 indirect costs as part of these Grant budgets.

13  
14 Recommended: Approved: \_\_\_\_\_/s/\_\_\_\_\_  
15 Mayor  
16 \_\_\_\_\_/s/\_\_\_\_\_  
17 Department Head Approved: \_\_\_\_\_/s/\_\_\_\_\_  
18 Controller  
19  
20  
21  
22  
23  
24  
25

**File Number:** 240615  
(Provided by Clerk of Board of Supervisors)

**Grant Resolution Information Form**  
(Effective July 2011)

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

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

1. Grant Title: Habitat Conservation Fund - Greenager Program
2. Department: San Francisco Recreation and Park Department
3. Contact Person: Kaitlin Holl Telephone: 415-609-3685
4. Grant Approval Status (check one):

☒ Approved by funding agency      ☐ Not yet approved

5. Amount of Grant Funding Approved or Applied for: \$200,000

6a. Matching Funds Required: One-to one match, \$200,000

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

Source	Amount	Fund	Authority	Project
SFRPD General Fund	\$200,000	13370	10000	10041461

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

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

8. Proposed Grant Project Summary: The Greenager Program engages teens from underserved communities in the southeast and northeast sections of San Francisco with service-learning projects through the city's parks and wildlife areas, as well as provides opportunities to become stewards and advocates for environmental change.

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

Start-Date: July 1, 2023

End-Date: June 30, 2028

- 10a. Amount budgeted for contractual services:\$200,000

b. Will contractual services be put out to bid? no

c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements? no

d. Is this likely to be a one-time or ongoing request for contracting out? no

- 11a. Does the budget include indirect costs? ☐ Yes ☒ No

b1. If yes, how much? \$ N/A

b2. How was the amount calculated?

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?

12. Any other significant grant requirements or comments: Biannual reports on program progress.

**\*\*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:

Lucas Tobin

(Name)

Supervisor for Therapeutic Recreation and Inclusion Services and ADA Coordinator for Programmatic Access

(Title)

Date Reviewed: 5/14/2024

DocuSigned by:

Lucas Tobin

(Signature Required)

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

Philip A. Ginsburg

(Name)

General Manager, City and County of San Francisco Recreation and Park Department

(Title)

Date Reviewed: 5/13/2024

DocuSigned by:

Philip A. Ginsburg

(Signature Required)

**File Number:** 240615  
(Provided by Clerk of Board of Supervisors)

**Grant Resolution Information Form**  
(Effective July 2011)

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

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

1. Grant Title: Habitat Conservation Fund - Youth Stewardship Program
2. Department: San Francisco Recreation and Park Department
3. Contact Person: Kaitlin Holl Telephone: 415-609-3685
4. Grant Approval Status (check one):  
☒ Approved by funding agency      ☐ Not yet approved

5. Amount of Grant Funding Approved or Applied for: \$200,000

6a. Matching Funds Required: one to one match required, \$200,000

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

Source	Amount	Fund	Authority	Project
SFRPD General Fund	\$200,000	13370	10000	10041460

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

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

8. Proposed Grant Project Summary: The Youth Stewardship Program (YSP) will engage students, K-12th grade, in environmental education and service learning projects throughout San Francisco's parks and open spaces.

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

Start-Date: July 1, 2023

End-Date: June 30, 2028

10a. Amount budgeted for contractual services: None

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 ☒ No

b1. If yes, how much? \$0

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? Division and Department Overhead

12. Any other significant grant requirements or comments: Biannual Reporting on program progress.

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

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

<input type="checkbox"/> Existing Site(s)	<input type="checkbox"/> Existing Structure(s)	<input checked="" type="checkbox"/> Existing Program(s) or Service(s)
<input type="checkbox"/> Rehabilitated Site(s)	<input type="checkbox"/> Rehabilitated Structure(s)	<input type="checkbox"/> New Program(s) or Service(s)
<input type="checkbox"/> New Site(s)	<input type="checkbox"/> New Structure(s)	

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

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

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

Comments:

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

Lucas Tobin

(Name)

Supervisor for Therapeutic Recreation and Inclusion Services and ADA Coordinator for Programmatic Access

(Title)

Date Reviewed: 5/14/2024

DocuSigned by:

Lucas Tobin

(Signature Required)

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

Philip A. Ginsburg

(Name)

General Manager, City and County of San Francisco Recreation and Park Department

(Title)

Date Reviewed: 5/13/2024

DocuSigned by:

Philip A. Ginsburg

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(Signature Required)

State of California - Natural Resources Agency  
Department of Parks and Recreation  
GRANT CONTRACT  
Habitat Conservation Fund  
Wildlife Area Activities

GRANTEE City & County of San Francisco

GRANT PERFORMANCE PERIOD is from July 01, 2023 through June 30, 2028

PROJECT TITLE GREENAGER PROGRAM PROJECT NUMBER HL-38-004

The GRANTEE agrees to the terms and conditions of this contract, hereinafter referred to as AGREEMENT, and the State of California, acting by and through the California Department of Parks and Recreation, agrees to fund the total grant amount indicated below. The GRANTEE agrees to complete the GRANT SCOPE as defined in the GRANT SCOPE / Cost Estimate Form of the APPLICATION submitted to the State of California.

GRANT SCOPE:

The Greenager Program engages teens from underserved communities in the southeast and northeast sections of San Francisco with service-learning projects through the city's parks and wildlife areas, as well as provide opportunities to become stewards and advocates for environmental change.

Total State Grant not to exceed \$200,000.00 (or 50% of the total project, which ever is less)

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

City & County of San Francisco  
Grantee

By Philip A.Ginsburg  
Signature of Authorized Representative

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION  
By Maria Almos  
Date 5/9/2024

Title General Manager  
Date 5/8/2024

CERTIFICATION OF FUNDING  
(For State Use Only)

CONTRACT NO C9785003	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000007690	PROJECT NO. HL-38-004
AMOUNT ENCUMBERED BY THIS DOCUMENT \$200,000.00	FUND. Habitat Conservation Fund		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT	ITEM 3790-601-0262	CHAPTER 9	STATUTE 1990
TOTAL AMOUNT ENCUMBERED TO DATE \$200,000.00	Reporting Structured. 37900091	Account/Alt Account. 5432000-5432000000	ACTIVITY CODE 63666
		PROJECT / WORK PHASE	



## **GRANT CONTRACT**

### **I. RECITALS**

1. This agreement is entered into between the State of California, by and through the California Department of Parks and Recreation (hereinafter referred to as "STATE") and City & County of San Francisco (hereinafter referred to as "grantee").
2. The California Wildlife Protection Act of 1990, Fish and Game Code, Chapter 9, commencing with Section 2780 (the ACT) authorizes the STATE to award grants to eligible entities.
3. Pursuant to the California Wildlife Protection Act of 1990, Fish and Game Code, Chapter 9, commencing with Section 2780, the STATE is authorized to oversee and manage grants to eligible entities for the purposes stated within its provisions. Funding for this \$2,000,000 GRANT program was made available through the California Wildlife Protection Act of 1990, Fish and Game Code, Chapter 9 (commencing with Fish and Game Code § 2780).
4. The STATE hereby grants to grantee a sum (hereinafter referred to as "grant monies") not to exceed \_\_\_\_\_ Dollars ( \$200,000 ), subject to the terms and conditions of this agreement, the HCF Application GUIDES, any legislation applicable to the ACT and the APPLICATION.
5. In consideration thereof grantee agrees to abide by the terms and conditions of this agreement as well as the provisions of the ACT. Grantee acknowledges that the grant monies are not a gift or a donation.
6. In addition to the terms and conditions of this agreement, the parties agree that the terms and conditions contained in the documents set forth below are hereby incorporated into and made part of this agreement.
  - a. The Grant Administration Guide
  - b. The APPLICATION GUIDE
  - c. The submitted APPLICATION

### **II. SPECIAL PROVISIONS**

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

### **III. GENERAL PROVISIONS**

#### **A. Definitions**

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

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

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

## **B. Project Execution**

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

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

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

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

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

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

### **C. Project Costs**

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

### **D. Project Administration**

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

final payment may not be made until the work described in the GRANT SCOPE is complete.

6. Any grant funds that have not been expended by the grantee by the date on the PROJECT COMPLETION Certification form, or by end of the GRANT PERFORMANCE PERIOD, whichever is earlier, shall revert to the STATE.

#### **E. Project Termination**

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

#### **F. Budget Contingency Clause**

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

#### **G. Indemnity**

1. The grantee shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in

any way connected with or incident to this agreement, except valid legal claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.

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

## **H. Financial Records**

1. The grantee shall maintain satisfactory financial accounts, documents and records for the project and make them available to the STATE for auditing at reasonable times. The grantee also agrees to retain such financial accounts, documents and records for at least five years following project termination or final payment, whichever is later.
2. The grantee shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of grant monies, (b) the total cost of the project, (c) the amount and nature of project funds provided by other sources, and (d) any other records that will facilitate an effective audit of the grant monies.
3. The grantee agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this agreement or matters related thereto during regular office hours. The grantee shall maintain and make available for

inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this agreement. Such accounts, documents, and records shall be retained by the GRANTEE for at least 5 years following final payment of grant monies.

4. The grantee shall use a generally accepted accounting system, per state and federal requirements.

## **I. Use of Facilities**

1. The grantee agrees to operate and maintain project sites and/or locations for the duration of the CONTRACT PERFORMANCE PERIOD. If any property is acquired, enhanced, restored, or developed with grant monies, the grantee is required to operate and maintain the same for the duration of the CONTRACT PERFORMANCE PERIOD.
2. The grantee agrees that during the GRANT PERFORMANCE PERIOD, any income earned by the grantee from a STATE-approved use of the project shall be used for project purposes, or, if approved by the STATE, for other purposes within the grantee's jurisdiction.
3. The grantee acknowledges that reasonable public access shall be provided except when that access may interfere with habitat protection.
4. All facilities shall have operating hours consistent with the times proposed in the APPLICATION and be open to members of the public in accordance with the project selection criteria in the APPLICATION, unless otherwise granted permission by the STATE and except as noted under the special provisions of this agreement or under provisions of the enabling legislation and/or grant program.
5. The grantee agrees that for the duration of the CONTRACT PERFORMANCE PERIOD, any property acquired, enhanced, restored or developed with grant monies under this agreement shall be used only for the purposes of the grant and consistent with the GRANT SCOPE referenced in the APPLICATION unless prior written approval is given by the STATE.
6. The grantee agrees to use any property acquired, enhanced, restored, or developed with grant monies under this agreement only for the purposes of the grant and no other use, sale, or other disposition shall be permitted except as authorized by a specific act of the legislature in which event the property shall be replaced by the grantee with property of equivalent value and usefulness as determined by the STATE.
7. The property acquired, enhanced, restored, or developed with grant monies may be transferred to another eligible entity only if the successor entity assumes the obligations imposed under this agreement and with written approval of the STATE.

8. Any real property acquired or developed with grant monies (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE, provided that such approval shall not be unreasonably withheld as long as the purposes for which the grant monies were awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE's rights to enforce performance under this agreement.
9. All real property or rights thereto, acquired with grant monies shall be subject to an appropriate form of restrictive title, rights, or covenants required and approved by the STATE. If the project property is taken by use of eminent domain, grantee shall reimburse the STATE an amount at least equal to the amount of grant monies received from the STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
10. If eminent domain proceedings are initiated against grantee, grantee shall notify the STATE within 10 days of receiving the complaint.

#### **J. Nondiscrimination**

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

#### **K. Severability**

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

#### **L. Liability**

STATE assumes no responsibility for assuring the safety of construction, site improvements or programs related to the GRANT SCOPE. The STATE's rights under this agreement to review, inspect, and approve the GRANT SCOPE and any final plans of



implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.

#### **M. Assignability**

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

#### **N. Section Headings**

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

#### **O. Waiver**

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

#### **IV. Special Provisions**

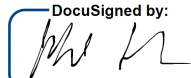
On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions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

City & County of San Francisco

Grantee

DocuSigned by:

By:



Signature of Authorized Representative (Position Authorized in the Resolution)

Title: General Manager

Date: 5/8/2024

DocuSigned by:  
*Maria Almos*  
A95AF99B0D1941C...

Grants Supervisor

5/9/2024

State of California - Natural Resources Agency  
Department of Parks and Recreation  
GRANT CONTRACT  
Habitat Conservation Fund  
Wildlife Area Activities

GRANTEE City & County of San Francisco

GRANT PERFORMANCE PERIOD is from July 01, 2023 through June 30, 2028

PROJECT TITLE YOUTH STEWARDSHIP PROGRAM PROJECT NUMBER HL-38-003

The GRANTEE agrees to the terms and conditions of this contract, hereinafter referred to as AGREEMENT, and the State of California, acting by and through the California Department of Parks and Recreation, agrees to fund the total grant amount indicated below. The GRANTEE agrees to complete the GRANT SCOPE as defined in the GRANT SCOPE / Cost Estimate Form of the APPLICATION submitted to the State of California.

GRANT SCOPE:  
The Youth Stewardship Program (YSP) will engage students, K-12th grade, in environmental education and service learning projects throughout San Francisco's parks and open spaces.

Total State Grant not to exceed \$200,000.00 (or 50% of the total project, which ever is less)

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

City & County of San Francisco  
Grantee

By Philip A.Ginsburg  
DocuSigned by:  
AF27F6596709494  
Signature of Authorized Representative

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION  
By Maria Olmos  
A95AF99B0D1941C...

Title General Manager

Date 5/9/2024

Date 5/8/2024

CERTIFICATION OF FUNDING  
(For State Use Only)

CONTRACT NO C9785002	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000007690			PROJECT NO. HL-38-003
AMOUNT ENCUMBERED BY THIS DOCUMENT \$200,000.00		FUND. Habitat Conservation Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM 3790-601-0262	CHAPTER 9	STATUTE 1990	FISCAL YEAR 2023/24
TOTAL AMOUNT ENCUMBERED TO DATE \$ \$200,000.00		Reporting Structured. 37900091	Account/Alt Account. 5432000-5432000000	ACTIVITY CODE 63666	PROJECT / WORK PHASE

## GRANT CONTRACT

### I. RECITALS

1. This agreement is entered into between the State of California, by and through the California Department of Parks and Recreation (hereinafter referred to as "STATE") and City & County of San Francisco (hereinafter referred to as "grantee").
2. The California Wildlife Protection Act of 1990, Fish and Game Code, Chapter 9, commencing with Section 2780 (the ACT) authorizes the STATE to award grants to eligible entities.
3. Pursuant to the California Wildlife Protection Act of 1990, Fish and Game Code, Chapter 9, commencing with Section 2780, the STATE is authorized to oversee and manage grants to eligible entities for the purposes stated within its provisions. Funding for this \$2,000,000 GRANT program was made available through the California Wildlife Protection Act of 1990, Fish and Game Code, Chapter 9 (commencing with Fish and Game Code § 2780).
4. The STATE hereby grants to grantee a sum (hereinafter referred to as "grant monies") not to exceed \_\_\_\_\_ Dollars ( \$200,000 ), subject to the terms and conditions of this agreement, the HCF Application GUIDES, any legislation applicable to the ACT and the APPLICATION.
5. In consideration thereof grantee agrees to abide by the terms and conditions of this agreement as well as the provisions of the ACT. Grantee acknowledges that the grant monies are not a gift or a donation.
6. In addition to the terms and conditions of this agreement, the parties agree that the terms and conditions contained in the documents set forth below are hereby incorporated into and made part of this agreement.
  - a. The Grant Administration Guide
  - b. The APPLICATION GUIDE
  - c. The submitted APPLICATION

### II. SPECIAL PROVISIONS

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

### **III. GENERAL PROVISIONS**

#### **A. Definitions**

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

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

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

## **B. Project Execution**

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

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

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

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

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

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

### **C. Project Costs**

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

### **D. Project Administration**

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

final payment may not be made until the work described in the GRANT SCOPE is complete.

6. Any grant funds that have not been expended by the grantee by the date on the PROJECT COMPLETION Certification form, or by end of the GRANT PERFORMANCE PERIOD, whichever is earlier, shall revert to the STATE.

#### **E. Project Termination**

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

#### **F. Budget Contingency Clause**

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

#### **G. Indemnity**

1. The grantee shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in



any way connected with or incident to this agreement, except valid legal claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.

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

## **H. Financial Records**

1. The grantee shall maintain satisfactory financial accounts, documents and records for the project and make them available to the STATE for auditing at reasonable times. The grantee also agrees to retain such financial accounts, documents and records for at least five years following project termination or final payment, whichever is later.
2. The grantee shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of grant monies, (b) the total cost of the project, (c) the amount and nature of project funds provided by other sources, and (d) any other records that will facilitate an effective audit of the grant monies.
3. The grantee agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this agreement or matters related thereto during regular office hours. The grantee shall maintain and make available for

inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this agreement. Such accounts, documents, and records shall be retained by the GRANTEE for at least 5 years following final payment of grant monies.

4. The grantee shall use a generally accepted accounting system, per state and federal requirements.

## **I. Use of Facilities**

1. The grantee agrees to operate and maintain project sites and/or locations for the duration of the CONTRACT PERFORMANCE PERIOD. If any property is acquired, enhanced, restored, or developed with grant monies, the grantee is required to operate and maintain the same for the duration of the CONTRACT PERFORMANCE PERIOD.
2. The grantee agrees that during the GRANT PERFORMANCE PERIOD, any income earned by the grantee from a STATE-approved use of the project shall be used for project purposes, or, if approved by the STATE, for other purposes within the grantee's jurisdiction.
3. The grantee acknowledges that reasonable public access shall be provided except when that access may interfere with habitat protection.
4. All facilities shall have operating hours consistent with the times proposed in the APPLICATION and be open to members of the public in accordance with the project selection criteria in the APPLICATION, unless otherwise granted permission by the STATE and except as noted under the special provisions of this agreement or under provisions of the enabling legislation and/or grant program.
5. The grantee agrees that for the duration of the CONTRACT PERFORMANCE PERIOD, any property acquired, enhanced, restored or developed with grant monies under this agreement shall be used only for the purposes of the grant and consistent with the GRANT SCOPE referenced in the APPLICATION unless prior written approval is given by the STATE.
6. The grantee agrees to use any property acquired, enhanced, restored, or developed with grant monies under this agreement only for the purposes of the grant and no other use, sale, or other disposition shall be permitted except as authorized by a specific act of the legislature in which event the property shall be replaced by the grantee with property of equivalent value and usefulness as determined by the STATE.
7. The property acquired, enhanced, restored, or developed with grant monies may be transferred to another eligible entity only if the successor entity assumes the obligations imposed under this agreement and with written approval of the STATE.

8. Any real property acquired or developed with grant monies (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE, provided that such approval shall not be unreasonably withheld as long as the purposes for which the grant monies were awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE's rights to enforce performance under this agreement.
9. All real property or rights thereto, acquired with grant monies shall be subject to an appropriate form of restrictive title, rights, or covenants required and approved by the STATE. If the project property is taken by use of eminent domain, grantee shall reimburse the STATE an amount at least equal to the amount of grant monies received from the STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
10. If eminent domain proceedings are initiated against grantee, grantee shall notify the STATE within 10 days of receiving the complaint.

#### **J. Nondiscrimination**

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

#### **K. Severability**

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implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.

#### **M. Assignability**

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

#### **N. Section Headings**

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

#### **O. Waiver**

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

#### **IV. Special Provisions**

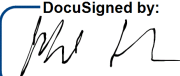
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City & County of San Francisco

Grantee

DocuSigned by:

By:



Signature of Authorized Representative (Position Authorized in the Resolution)

Title: General Manager

Date: 5/8/2024

DocuSigned by:  
*Maria Almos*  
A95AF99B0D1941C...

Grants Supervisor

5/9/2024

Habitat Conservation Fund - Greenagers Program

Project Budget			Funding Sources	
Labor/Staff	\$	228,976.00	Habitat Conservation Fund - Greenagers Program	\$ 200,000.00
Youth Stipinds	\$	648,290.00	San Francisco Recreation and Park General Fund	\$ 715,666.00
Equipment	\$	30,600.00		
Transportation	\$	7,800.00		
Total Project Budget	\$	915,666.00		\$ 915,666.00

Habitat Conservation Fund - Youth Stewardship Program

Project Budget			Funding Sources	
Contract Labor -Student Conservation Corps	\$	200,000.00	Habitat Conservation Fund - Youth Stewardship Program	\$ 200,000.00
RPD Staff labor	\$	200,000.00	San Francisco Recreation and Park General Fund	\$ 200,000.00
Total Project Budget	\$	400,000.00		\$ 400,000.00



State of California • Natural Resources Agency

DEPARTMENT OF PARKS AND RECREATION  
P.O. Box 942896 • Sacramento, CA 94296-0001  
(916) 653-7423

Gavin Newsom, Governor

Armando Quintero, Director

March 18, 2024

Jennifer Gee  
Director of Volunteer Services  
City & County of San Francisco Recreation and Park Department  
McLaren Lodge  
501 Stanyan Street  
San Francisco, CA 94117

Re: Project Number XL-38-006 - Greenager Program - \$200,000

Dear Jennifer Gee:

Congratulations! The Department of Parks and Recreation's Office of Grants and Local Services (OGALS) is pleased to inform you that the above grant application has been selected for funding through the Habitat Conservation Fund (HCF) Program.

A representative from your agency must attend an HCF Grant Administration workshop to learn more about the HCF contract and grant administration process. Workshop attendance is mandatory prior to receiving a grant contract. Information on the mandatory workshop will be provided soon. **Do not begin project work until you receive a fully executed grant contract.** OGALS will initiate a contract and send it to you for signature after attending the mandatory workshop.

HCF grant administration information is available at [www.parks.ca.gov/hcf](http://www.parks.ca.gov/hcf). HCF grant administration information is available at [www.parks.ca.gov/hcf](http://www.parks.ca.gov/hcf). A Grant Administration Project Officer will be assigned to you and will contact you this spring.

Congratulations again on your successful application. OGALS looks forward to working with you to deliver quality recreation opportunities to your constituents.

Sincerely,

A handwritten signature in blue ink, appearing to be "Armando Quintero", written over a horizontal line.

Armando Quintero, Director  
California State Parks

cc: Sedrick Mitchell, Deputy Director, Community Engagement Division  
Project file





State of California • Natural Resources Agency

Gavin Newsom, Governor

DEPARTMENT OF PARKS AND RECREATION

P.O. Box 942896 • Sacramento, CA 94296-0001  
(916) 653-7423

Armando Quintero, Director

March 18, 2024

Jennifer Gee  
Director of Volunteer Services  
City & County of San Francisco Recreation and Park Department  
McLaren Lodge  
501 Stanyan Street  
San Francisco, CA 94117

Re: Project Number XL-38-005 - Youth Stewardship Program - \$200,000

Dear Jennifer Gee:

Congratulations! The Department of Parks and Recreation's Office of Grants and Local Services (OGALS) is pleased to inform you that the above grant application has been selected for funding through the Habitat Conservation Fund (HCF) Program.

A representative from your agency must attend an HCF Grant Administration workshop to learn more about the HCF contract and grant administration process. Workshop attendance is mandatory prior to receiving a grant contract. Information on the mandatory workshop will be provided soon. **Do not begin project work until you receive a fully executed grant contract.** OGALS will initiate a contract and send it to you for signature after attending the mandatory workshop.

HCF grant administration information is available at [www.parks.ca.gov/hcf](http://www.parks.ca.gov/hcf). HCF grant administration information is available at [www.parks.ca.gov/hcf](http://www.parks.ca.gov/hcf). A Grant Administration Project Officer will be assigned to you and will contact you this spring.

Congratulations again on your successful application. OGALS looks forward to working with you to deliver quality recreation opportunities to your constituents.

Sincerely,

A handwritten signature in black ink, appearing to be "A. Quintero", written over a light blue horizontal line.

Armando Quintero, Director  
California State Parks

cc: Sedrick Mitchell, Deputy Director, Community Engagement Division  
Project file

**RECREATION AND PARK COMMISSION**  
**City and County of San Francisco**  
**Resolution Number 2307-006**

**APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE  
HABITAT CONSERVATION FUND PROGRAM**

**WHEREAS**, The people of the State of California have enacted the California Wildlife Protection Act of 1990, which provides funds to the State of California for grants to local agencies to acquire, enhance, restore or develop facilities for public recreation and fish and wildlife habitat protection purposes; and

**WHEREAS**, The State Department of Parks and Recreation has been delegated the responsibility for the administration of the Habitat Conservation Fund (HCF) Program, setting up necessary procedures governing project application under the HCF Program; and

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

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

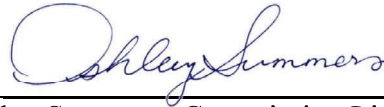
**RESOLVED**, That the Recreation and Parks Commission hereby:

1. Approves the filing of an application for the Habitat Conservation Fund Program; and
2. Certifies that said applicant has or will have available, prior to commencement of any work on the project included in this application, the required match and sufficient funds to complete the project; and
3. Certifies that the applicant has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that the applicant has reviewed, understands, and agrees to the provisions contained in the contract shown in the grant administration guide; and
5. Delegates the authority to General Manager to conduct all negotiations, execute and submit all documents, including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the project.
6. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Adopted by the following vote:

Ayes	4
Noes	0
Absent	2

I hereby certify that the foregoing resolution was adopted at the Recreation and Park Commission meeting held on July 20, 2023.

A handwritten signature in blue ink that reads "Ashley Summers". The signature is written in a cursive style with a large initial "A".

---

Ashley Summers, Commission Liaison

**RECREATION AND PARK COMMISSION**  
**City and County of San Francisco**  
**Resolution Number 2307-007**

**APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE  
HABITAT CONSERVATION FUND PROGRAM**

**WHEREAS**, The people of the State of California have enacted the California Wildlife Protection Act of 1990, which provides funds to the State of California for grants to local agencies to acquire, enhance, restore or develop facilities for public recreation and fish and wildlife habitat protection purposes; and

**WHEREAS**, The State Department of Parks and Recreation has been delegated the responsibility for the administration of the Habitat Conservation Fund (HCF) Program, setting up necessary procedures governing project application under the HCF Program; and

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

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

**RESOLVED**, That the Recreation and Parks Commission hereby:

1. Approves the filing of an application for the Habitat Conservation Fund Program; and
2. Certifies that said applicant has or will have available, prior to commencement of any work on the project included in this application, the required match and sufficient funds to complete the project; and
3. Certifies that the applicant has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that the applicant has reviewed, understands, and agrees to the provisions contained in the contract shown in the grant administration guide; and
5. Delegates the authority to General Manager to conduct all negotiations, execute and submit all documents, including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the project.
6. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Adopted by the following vote:

Ayes	4
Noes	0
Absent	2

I hereby certify that the foregoing resolution was adopted at the Recreation and Park Commission meeting held on July 20, 2023.

A handwritten signature in blue ink, reading "Ashley Summers", written over a horizontal line.

Ashley Summers, Commission Liaison



London N. Breed, Mayor  
Philip A. Ginsburg, General Manager

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

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

**DATE:** May 13, 2024

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

**GRANT TITLE:** Habitat Conservation Fund Grants  
Greenagers and Youth Stewardship Programs

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

- X Proposed grant resolution; original signed by Department, Mayor, Controller
- X Grant information forms - Greenagers Program Grant including disability checklist
- X Grant information form - Youth Stewardship Program Grant, including disability checklist
- X Grants budgets – Greenagers and Youth Stewardship
- X Recreation and Park Commission Resolutions
- X Grant Contracts for Greenagers and Youth Stewardship

**Special Timeline Requirements:** July 1, 2024 to initiate grant programs

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

Name: Kaitlin Holl

Phone: (ADD your number)

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).



OFFICE OF THE MAYOR  
SAN FRANCISCO



LONDON N. BREED  
MAYOR

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
2024 MAY 31 PM 3:32  
BY [Signature]

To: Angela Calvillo, Clerk of the Board of Supervisors  
From: Anna Duning, Mayor's Budget Director  
Date: May 31, 2024  
Re: Mayor's June 1 FY 2024-25 and FY 2025-26 Budget Submission

Madam Clerk,

In accordance with City and County of San Francisco Administrative Code, Section 3.3, the Mayor's Office hereby submits the Mayor's proposed June 1 budget, corresponding legislation, and related materials for Fiscal Year (FY) 2024-25 and FY 2025-26.

In addition to the Mayor's Proposed FY 2024-25 and FY 2025-26 June 1 Budget Book, the following items are included in the Mayor's submission:

- The June 1 Proposed Interim Annual Appropriation Ordinance (AAO) and Proposed Interim Annual Salary Ordinance (ASO)
- The June 1 Proposed Annual Appropriation Ordinance (AAO) and Proposed Annual Salary Ordinance (ASO), along with Administrative Provisions
- The Proposed Interim Budget and the Proposed Budget for the Office of Community Investment and Infrastructure (OCII)
- 30 separate pieces of trailing legislation (see list attached)
- A Transfer of Function letter detailing the transfer of positions from one City department to another
- An Interim Exception letter to the ASO
- A letter addressing funding levels for nonprofit corporations or public entities for the coming two fiscal years
- A letter and supporting documentation detailing technical adjustments to the Mayor's Proposed May 1 Budget for FY 2024-25 and FY 2025-26, per Charter Section 9.101
- Memo to the Board President requesting for 30-day rule waivers on ordinances

Please note the following:

- Technical adjustments to the June 1 budget are being prepared, but are not submitted with this set of materials.

Sincerely,

A handwritten signature in blue ink, appearing to read "Anna Duning", with a long, sweeping flourish extending to the right.

Anna Duning  
Mayor's Budget Director

cc: Members of the Board of Supervisors  
Budget & Legislative Analyst's Office  
Controller



DEPT	Item	Description	Type of Legislation	File #
ADM	New Prop J	Office of the Medical Examiner security services	Resolution	240613
ADM	Continuing Prop J	City Administrator's Office fleet security services, Real Estate Division custodial services and security services, and convention facilities management for FY 2024-25	Resolution	240612
BOS	Continuing Prop J	Board of Supervisors Budget and Legislative Analyst Services for FY 2024-25	Resolution	240612
DPH	Continuing Prop J	Department of Public Health security services for FY 2024-25	Resolution	240612
DPW	Continuing Prop J	Department of Public Works security services for FY 2024-25	Resolution	240612
HOM	Continuing Prop J	Homelessness and Supportive Housing security services for FY 2024-25	Resolution	240612
HSA	Continuing Prop J	Human Services Agency Security Services for FY 2024-25	Resolution	240612
MOHCD	Continuing Prop J	Mayor's Office of Housing and Community Development security services for FY 2024-25	Resolution	240612
REG	Continuing Prop J	Department of Elections Assembly of Vote by Mail Services for FY 2024-25	Resolution	240612
SHF	Continuing Prop J	Sheriff's Department County Jails Food Services for FY 2024-25	Resolution	240612
ADM	Code Amendment	Amending the Police Code to adjust to current amounts the license fees for Billiard Parlor, Dance Hall Keeper, Extended Hours Premises, Fixed Place Outdoor Amplified Sound, Limited Live Performance, Mechanical Amusement Device, and Place of Entertainment permits	Ordinance	240598
ADM	Code Amendment	Amending the Administrative Code to adjust the fees imposed by the County Clerk, and authorizing the Controller to make future adjustments to the fees	Ordinance	240597
DPH	Patient Rates	Amending the Health Code to set patient rates and rates for other healthcare services provided by the Department of Public Health, for Fiscal Years 2024-2025 and 2025-2026	Ordinance	240600
DPW	Code Amendment	Amending the Public Works Code to modify certain permit fees and other charges and affirming the Planning	Ordinance	240601

		Department's determination under the California Environmental Quality Act		
REC	Code Amendment	Amending the Park Code to authorize the Recreation and Park Department to charge a fee for reserving tennis and pickleball courts at locations other than the Golden Gate Park Tennis Center	Ordinance	240603
REC	Code Amendment	Amending the Park Code to impose an additional \$5 charge for recreation programs	Ordinance	240602
DAT	Joint Powers Grant	Authorizing the Office of the District Attorney to accept and expend a grant in the amount of \$2,530,992 from the California Victim Compensation Board	Resolution	240617
REC	Habitat Conservation Fund Grants	Retroactively authorizing the Recreation and Park Department to accept and expend grant funding in the amount of \$400,000 from the Habitat Conservation Fund	Resolution	240615
REC	BAAQMD Grant	Authorizing the Recreation and Park Department to accept and expend a grant in the amount of \$619,085 from the Bay Area Air Quality Management District to install level-2 electric vehicle chargers at six park sites	Resolution	240614
REC	USDA Urban Forest Grant	Authorizing the Recreation and Park Department to accept and expend a grant in the amount of \$2,000,000 from the USDA Forest Service to develop a Workforce Development Program and implement Reforestation Projects	Resolution	240616
DPH	Recurring State Grants	Authorizing the acceptance and expenditure of Recurring State grant funds by the San Francisco Department of Public Health for Fiscal Year (FY) 2024-2025	Resolution	240618
HOM/HSR	CAAP Client Housing Legislation	Approving the FYs 2024-2025 and 2025-2026 Expenditure Plan for the Department of Homelessness and Supportive Housing Fund	Resolution	240620
HSR/DPH	Funding Reallocation – Our City, Our Home Homelessness Gross Receipts Tax	Reallocating approximately \$13,676,000 in unappropriated earned interest revenues from the Our City, Our Home Fund to allow the City to use such revenues from the	Ordinance	240607

		Homelessness Gross Receipts Tax for certain types of services to address homelessness		
DEC	Early Care and Education Commercial Rents Tax Baseline	Amending the baseline funding requirements for early care and education programs in Fiscal Years 2024-2025 through 2027-2028, to enable the City to use the interest earned from the Early Care and Education Commercial Rents Tax for those baseline programs	Ordinance	240604
OCII	OCII Interim Budget Resolution	Approving the Fiscal Year 2024-25 Interim Budget of the Office of Community Investment and Infrastructure	Resolution	240610
OCII	OCII Budget Resolution	Approving the Fiscal Year 2024-25 Budget of the Office of Community Investment and Infrastructure	Resolution	240611
CON	Access Line Tax (ALT) Tax Rates	Concurring with the Controller's establishment of the Consumer Price Index for 2024, and adjusting the Access Line Tax by the same rate	Resolution	240619
CON	Neighborhood Beautification Fund	Adopting the Neighborhood Beautification and Graffiti Clean-up Fund Tax designation ceiling for tax year 2024	Ordinance	240608
DPH	Code Amendment	Amending the Administrative Code to repeal the Maddy Emergency Services Fund	Ordinance	240606
DPH	Code Amendment	Authorizing the Department of Public Health to award a one-time grant to Planned Parenthood Northern California by waiving the competitive solicitation requirements of the Administrative Code	Ordinance	240605
POL/SHF	Overtime Supplemental	De-appropriating surplus amounts from and re-appropriating amounts to overtime at the Police Department and Sheriff Department to support projected increases in spending as required per Administrative Code Section 3.17	Ordinance	240609
ADM/DPH	Cannabis Inspection Fees	Amending the Business and Tax Regulations Code to eliminate fees charged to permitted cannabis businesses to cover the cost of inspections of those businesses by the Department of Public Health	Ordinance	240599

OFFICE OF THE MAYOR  
SAN FRANCISCO



LONDON N. BREED  
MAYOR

To: Angela Calvillo, Clerk of the Board of Supervisors  
From: Anna Duning, Mayor's Budget Director  
Date: May 31, 2024  
Re: Accept and Expend Grant - Retroactive – San Francisco Recreation and Park  
Department - Greenager Program and Youth Stewardship Program - \$400,000

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**Resolution retroactively authorizing the Recreation and Park Department to accept and expend grant funding in the amount of \$400,000 from the Habitat Conservation Fund.**

Should you have any questions, please contact Tom Paulino at 415-554-6153.

RECEIVED  
MAY 31 PM 3:42  
2024  
OFFICE OF THE MAYOR  
SAN FRANCISCO  
LONDON N. BREED