

File No. 150313

Committee Item No. 2

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Sub-Committee Date June 3, 2015

Board of Supervisors Meeting Date _____

Cmte Board

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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
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OTHER (Use back side if additional space is needed)

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Completed by: Linda Wong Date May 29, 2015
Completed by: Linda Wong Date _____

1 [Accept and Expend Grant - Noe Valley Town Square Project - \$743,543]

2
3 **Resolution authorizing the Recreation and Park Department to accept and expend a**
4 **Land and Water Conservation Fund Grant from the State of California Department of**
5 **Parks and Recreation in the amount of \$743,543 for the Noe Valley Town Square**
6 **Project; and authorizing the Director of Real Estate to record a Deed Restriction with**
7 **the Assessor-Recorder against the property designated as Assessor's Parcel Block No.**
8 **6509, Lot No. 040, providing that the use restrictions contained in the Grant Agreement**
9 **will be covenants, conditions, and restrictions on the use of the property in perpetuity.**

10
11 WHEREAS, The City and County of San Francisco ("the City") owns the property
12 designated as San Francisco Assessor's Parcel Number Lot 040, Block 6509 ("Property")
13 commonly referred to as "Noe Valley Town Square"; and

14 WHEREAS, the City, through the San Francisco Recreation and Park Department
15 ("RPD") is responsible for operating and maintaining the Property; and

16 WHEREAS, The National Park Service provides funding under the Land and Water
17 Conservation Fund ("LWCF") Program for statewide planning, acquisition and development of
18 outdoor recreation areas and facilities; and

19 WHEREAS, The California Department of Parks and Recreation ("CDPR") has been
20 delegated the responsibility for administrating of the LWCF program; and

21 WHEREAS, CDPR has awarded the City a LWCF grant in the amount of \$743,543
22 ("Grant") to fund improvements to the Property; and

23 WHEREAS, The terms and conditions of the Grant are detailed in an agreement on file
24 at the Clerk of the Board of Supervisors in File No. 150313 ("Grant Agreement") which is
25 hereby declared to be part of this resolution as set forth fully herein; and

1 WHEREAS, As a condition of receiving the Grant, the City is required to record a Deed
2 Restriction against Assessor's Parcel Block No. 6509, Lot No.040, to provide notice that the
3 future park to be constructed at the Property has been developed with LWCF assistance and
4 cannot be converted to other than public outdoor recreation use without the written approval
5 of CDPR, the National Park Service and/or the Secretary of the Interior; and

6 WHEREAS, The Grant does not require an amendment to the Annual Salary
7 Ordinance (ASO); and

8 WHEREAS, The Grant terms prohibit including indirect costs in the Grant budget; now,
9 therefore, be it

10 RESOLVED, That the Board of Supervisors authorizes the General Manager of the
11 Recreation and Park Department to accept and expend a Land and Water Conservation Fund
12 Grant from the State of California Department of Parks and Recreation in the amount of
13 \$743,543 for the Noe Valley Town Square Project; and, be it

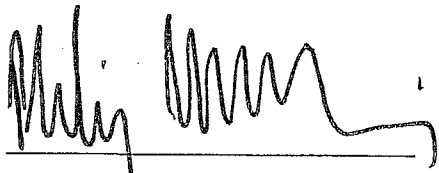
14 FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of
15 indirect costs in the Grant budget; and, be it

16 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of Real
17 Estate to record a Deed Restriction with the Assessor-Recorder against the property
18 designated as Assessor's Parcel Block No. 6509, Lot No. 040, providing that the use
19 restrictions contained in the Grant Agreement will be covenants, conditions and restrictions on
20 the use of the property in perpetuity, including that the property cannot be converted to other
21 than public outdoor recreation use without the written approval of the California Department of
22 Parks and Recreation, the National Park Service and/or the Secretary of the Interior; and, be it

23 FURTHER RESOLVED, That the Board of Supervisors authorizes the Recreation and
24 Park Department to accept and expend the grant funds for the completion of the project.

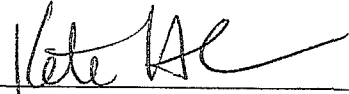
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
Recommended:



Department Head

Approved:



 Mayor

Approved:



 Controller

Item 2 File 15-0313	Department: Recreation and Park Department
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EXECUTIVE SUMMARY

Legislative Objectives

The proposed resolution would: (1) authorize the San Francisco Recreation and Park Department to accept and expend a Land and Water Conservation Fund grant from the State of California Department of Parks and Recreation in the amount of \$743,543 for the Noe Valley Town Square Project, and (2) authorize the Director of Real Estate to record a Deed Restriction with the Assessor-Recorder against the subject property, requiring that the property will be used as public outdoor recreational use in perpetuity.

Key Points

- In 2013, the City and County of San Francisco purchased a property located at 3861 24th Street, commonly referred to as “Noe Valley Town Square” for \$4,242,510, to convert such property into a park in the neighborhood of Noe Valley. The Noe Valley Town Square Project (Project) will refurbish the property, featuring new amenities including landscaping, a children’s play area, community garden pools, and a stage canopy structure.
- The Recreation and Park Department has executed a grant contract with the California Department of Parks and Recreation which stipulates terms and conditions of accepting the Land and Water Conservation Fund grant of \$743,543 for the Project.

Fiscal Impact

- The State of California Department of Parks and Recreation Land and Water Conservation Fund Grant requires matching funds of \$743,543. The matching funds are comprised of \$393,653 in San Francisco Open Space Acquisition Funds and Recreation and Park Department in-kind expenditures, and \$349,890 from the San Francisco Parks Alliance.
- The estimated cost of the Project is \$2,829,304. To date, \$2,183,091 has been raised to date, and an additional \$646,212 remains to be raised.

Recommendation

- Approve the proposed resolution.

MANDATE STATEMENT

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

BACKGROUND

In 2013, the City and County of San Francisco purchased a property¹ located at 3861 24th Street, commonly referred to as “Noe Valley Town Square” for \$4,242,510, to convert such property into a park in the neighborhood of Noe Valley. The Board of Supervisors approved the purchase and sale agreement (File No. 13-0341) between Noe Valley Ministry PCUSA and the City and County of San Francisco on behalf of the Recreation and Park Department. The purchase was funded by the City’s Open Space Acquisition Fund. The Noe Valley Town Square Project (Project) will refurbish the property, featuring new amenities including landscaping, a children’s play area, community garden pools, and a stage canopy structure.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would: (1) authorize the Recreation and Park Department to accept and expend a Land and Water Conservation Fund grant from the State of California Department of Parks and Recreation² in the amount of \$743,543 for the Noe Valley Town Square Project, and (2) authorize the Director of Real Estate to record a Deed Restriction with the Assessor-Recorder against the subject property, requiring that the property be used as public outdoor recreational use in perpetuity.

Land and Water Conservation Fund Grant Contract

The Recreation and Park Department has executed a grant contract with the California Department of Parks and Recreation which stipulates terms and conditions of accepting the Land and Water Conservation Fund grant of \$743,543 for the Project. Through this contract, the San Francisco Recreation and Park Department commits to providing matching funds of an additional \$743,543, which have been secured for the Project. The performance period of the grant is September 3, 2014 through June 30, 2017. Table 1 below summarizes the key terms of grant contract with the State.

¹ The property was purchased as a parking lot and the City continues to operate this parking lot free of charge.

² Funds for the Project are allocated by the State of California, Department of Parks and Recreation, which functions as a pass-through agency administering the program at the local level for the U.S. National Parks Service, the grant source agency.

Table 1: Key Terms of Grant Contract between the San Francisco Recreation and Park Department and the California Department of Parks and Recreation

Project Summary	Construct a new plaza, children’s play area with site furnishings, lighting and landscaping
Grant Amount	\$743,543
Source of Matching Funds	Open Space Acquisition Funds - \$393,653 SF Parks Alliance, Gift-in-place – (valued at) \$120,051 SF Parks Alliance Cash Gift - \$229,839 Total - \$743,543
Indirect costs	Ineligible use of grant funds
Performance period	9/03/2014 – 6/30/2017

In accepting the grant, the City agrees that the property shall not be converted to anything other than public outdoor recreation use in perpetuity. The City is required to record a Deed Restriction against the property to provide notice that the future park has been developed with Land and Water Conservation Fund assistance and cannot be converted to any other use without the written approval of the California Department of Parks and Recreation, the U.S. National Park Service, and the U.S. Secretary of the Interior.

Noe Valley Town Square Project

The preliminary plans for the Noe Valley Town Square Project include refurbishing the property and will feature new amenities including landscaping, a children’s play area, community garden pods, and a stage canopy structure. The Project also requires environmental remediation to ensure that any toxins from the previous use as a gas station are removed. A timeline of key Project activities is shown in Table 2 below.

Table 2: Key Noe Valley Town Square Project Timeline

<u>Activity</u>	<u>Start</u>	<u>End</u>
Design	Jun-15	Sep-15
Bid & Award	Oct-15	Feb-16
DPH review of Site Mitigation	Nov-15	Dec-15
Break ground	Jan-16	Jan-16
Site Remediation	Jan-16	Feb-16
Construction	Mar-16	Oct-16
Park Opening	Oct-16	Oct-16

FISCAL IMPACTMatching Funds Required by Grant

The State of California Department of Parks and Recreation Land and Water Conservation Fund Grant requires matching funds of \$743,543. The sources of these matching funds are shown in Table 3 below.

Table 3: Sources of Matching Funds

Source	Description of Use	Amount
San Francisco Open Space Acquisition Fund ³	Environmental remediation	\$342,510
San Francisco Recreation and Park Department	In-Kind Work related to remediation	\$51,143
City of San Francisco Subtotal		\$393,653
San Francisco Parks Alliance	In-Kind Gifts*	120,051
San Francisco Parks Alliance	Cash Gifts	229,839
Total		\$743,543

* Includes design documents and fiscal management services.

Ms. Holly Pearson, Recreation and Park Department Project Manager, states that the current balance of the San Francisco Open Space Acquisition Fund is \$10,888,479, which will be reduced to \$10,545,969 after using \$342,510 (see table 3 above) for environmental remediation at the Project.

Environmental Remediation

The Recreation and Park Department retained Northgate Environmental Management, Inc. (Northgate) when the Noe Valley Town Square property was acquired to conduct an environmental site assessment for the property. During the assessment, Northgate found residual petroleum hydrocarbons in the soil that must be removed before the property could be developed into a park. The current estimated cost of the remediation is \$342,510, which is included in the total Project budget of \$2,829,304.

Project Budget

The sources and uses of funds for the Noe Valley Town Square Project are shown in Table 4 below. As shown in Table 4, the Recreation and Park Department has identified \$2,183,092 in funding sources for the Project, which is \$646,212 less than the project budget of \$2,829,304. A neighborhood organization, Residents for Noe Valley Town Square, has raised \$349,890 and received pledges of \$180,110, totaling \$530,000, to pay for some project costs, as shown in Table 4 below. According to Ms. Toni Moran, Recreation and Park Department Grants Manager, the Recreation and Park Department will revise the project plans to reduce project costs if the Department is unable to identify other sources of funds.

³ Costs for environmental remediation were determined to be applicable for use of the Open Space Acquisition Fund acquisition cost because it was identified during the acquisition process in 2013.

Table 4: Sources and Uses of Funds for the Noe Valley Town Square Project

Sources	Amount
California State Urban Greening Grant	\$567,039
State Land and Water Conservation Fund Grant (subject of resolution)	743,543
San Francisco Open Space Acquisition Fund	342,510
Residents of Noe Valley Town Square Community Fund	530,000
Other	TBD
Total Sources	\$2,183,092
Uses	Amount
Construction Hard Costs	\$1,387,859
Design	236,286
Indirect Costs and Contingency	416,358
Project and Construction Management	219,294
Escalation (7.5% of Construction Costs)	104,089
Project Reserves (15% of Construction Costs)	298,234
Testing, Inspection, Reporting	87,265
Environmental Remediation Contingency	79,919
Total Uses	\$2,829,304

Source: Recreation and Park Department

RECOMMENDATION

Approve the proposed resolution.



Edwin M. Lee, 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: February 23, 2015

SUBJECT: Accept and Expend Grant

GRANT TITLE: Land and Water Conservation Fund Grant –
Noe Valley Town Square Project

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

- Proposed grant resolution; original signed by Department, Mayor, Controller
- Grant information form, including disability checklist
- Project Budget Information
- Grant Agreement
- Grant Application Form

Special Timeline Requirements: Grant Appropriation needs to be set-up prior to July 1, 2015

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

Name: Toni Moran Phone: 415 581-2555

Interoffice Mail Address: toni.moran@sfgov.org

Certified copy required Yes No

File Number: _____
(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: Land and Water Conservation Fund
2. Department: Recreation and Park Department
3. Contact Person: Toni Moran Telephone: 415 581-2555
4. Grant Approval Status (check one):

Approved by funding agency

Not yet approved

5. Amount of Grant Funding Approved or Applied for: \$743,543

6a. Matching Funds Required: \$ 743,543

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

Open Space Funds, \$393,653

San Francisco Parks Alliance, Gift-in-Place valued at \$120,051

San Francisco Park Alliance, Cash Gift, \$229,839

7a. Grant Source Agency: National Park Service

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

8. Proposed Grant Project Summary:

Construct a new plaza, children's play area with site furnishings, lighting and landscaping

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

Start-Date: September 3, 2014

End-Date: June 30, 2017

10a. Amount budgeted for contractual services: \$743,543

b. Will contractual services be put out to bid? Yes

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

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

11a. Does the budget include indirect costs?

Yes No

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

b2. How was the amount calculated? N/A

c1. If no, why are indirect costs not included?

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

Other (please explain):

c2. If no indirect costs are included, what would have been the indirect costs? The grant funds material cost only and there are not indirect cost incurred on material purchases.

12. Any other significant grant requirements or comments: Project must comply with Labor Code Section 1771.8 regarding the payment of prevailing wages and the labor compliance program as outlined in the Labor Code Section 1771.5(b)

****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 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 checked="" 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:

The project is still in the conceptual design phase. Project will be reviewed at 30%, 60% and 90% phases by Public Works Accessibility Coordinator. Accessibility Coordinator will make one final review at 100% design and sign off on project before advertisement. At substantial construction completion, Public Works Accessibility Coordinator will inspect the project for compliance with plans. If any deficiencies are noted at inspection they will corrected prior to final construction completion.

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

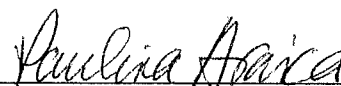
Paulina Araica

(Name)

ADA Compliance Coordinator, Recreation and Park Department, Planning and Capital Division

(Title)

Date Reviewed: February 12, 2015


(Signature Required)

Department Head or Designee Approval of Grant Information Form:

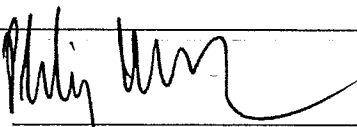
Philip A. Ginsburg

(Name)

General Manager, Recreation and Park Department

(Title)

Date Reviewed: February 12, 2015


(Signature Required)

Budget Categories

Project Management - in-kind	\$22,551
Design Development - in-kind	\$97,500
Environmental Review	\$393,653
Construction (Hard Costs)	\$1,315,891
Project Reserve	\$260,300
	\$2,089,895

Funding Sources

Gift in Place - Park Alliance	\$120,051
Cash Gift - Parks Alliance	\$229,839
RPD Open Space Fund	\$393,653
LWCF Grant	\$743,543
Urban Greening Grant	\$599,809
	\$2,086,895

** Budget subject to change as additional cash contribution for the project are secured through the efforts of the Resident for a f Noe Valley Town Square capital campaign **

State of California - Natural Resources Agency
Department of Parks and Recreation
GRANT CONTRACT
Land and Water Conservation Fund
Competitive

GRANTEE City & County of San Francisco

PROJECT TITLE NOE VALLEY TOWN SQUARE

PROJECT NUMBER 06-01766

GRANT PERFORMANCE PERIOD is from September 03, 2014 thru June 30, 2017

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

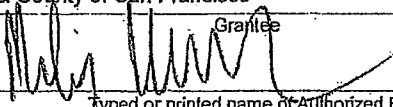
PROJECT DESCRIPTION:

Create the new Noe Valley Town Square Park in the City of San Francisco. Construct a new plaza, children's play area with site furnishings, lighting and landscaping.

Total State Grant not to exceed \$743,543.00 (or 50% of the total project, whichever is less.)
 Rate of Reimbursement 50.00%

City & County of San Francisco

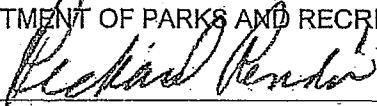
The General and Special Provisions attached are made a part of and incorporated into the Contract.

By  ^{Grantee}


 Typed or printed name of Authorized Representative
Philip Ginsburg

STATE OF CALIFORNIA
 DEPARTMENT OF PARKS AND RECREATION

Address 501 Stanyan Street, San Francisco, CA
 Title General Manager
 Date February 2, 2015

By 
 Date 10 February 2015

CERTIFICATION OF FUNDING

CONTRACT NO C8957013	AMENDMENT NO	CALSTARS VENDOR NO. 4000003038-02			PROJECT NO. 06-01766
AMOUNT ENCUMBERED BY THIS DOCUMENT \$743,543.00		FUND. Federal Trust Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM 3790-101-0890(2)	CHAPTER 25/14	STATUTE 14	FISCAL YEAR 2014/15
TOTAL AMOUNT ENCUMBERED TO DATE \$ 743,543.00		INDEX 1091	OBJ. EXPEND 702	PCA 68958	PROJECT / WORK PHASE 091012-00
T.B.A. NO.	I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.				
B.R. NO.	ACCOUNTING OFFICER'S SIGNATURE 			DATE 2-11-15	

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

Part I - Definitions

A. The term "NPS" or "Service" as used herein means the National Park Service, United States Department of the Interior.

B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.

C. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual.

D. The term "project" as used herein means a Land and Water Conservation Fund grant which is subject to the project agreement and/or its subsequent amendments.

E. The term "State" as used herein means the State or Territory which is a party to the project agreement, and, where applicable, the political subdivision or public agency to which funds are to be transferred pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the recipient political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it is to apply solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.

F. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

Part II - Continuing Assurances

The parties to the project agreement specifically recognize that the Land and Water Conservation Fund project creates an obligation to maintain the property described in the project agreement and supporting application documentation consistent with the Land and Water Conservation Fund Act and the following requirements.

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

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

A. The State agrees, as recipient of this assistance, that it will meet the following specific requirements and that it will further impose these requirements, and the terms of the project agreement, upon any political subdivision or public agency to which funds are transferred pursuant to the project agreement. The State also agrees that it shall be responsible for compliance with the terms of the project agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply with the terms of this agreement.

B. The State agrees that the property described in the project agreement and the NPS signed and dated project boundary map made part of that agreement is being acquired or developed with Land and Water Conservation Fund assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The Secretary shall approve such conversion only if it is found to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location pursuant to Title 36 Part 59.3 of the Code of Federal Regulations. This replacement land becomes subject to Section 6(f)(3) protection. The approval of a conversion shall be at the sole discretion of the Secretary, or his designee.

Prior to the completion of this project, the State and the Director may mutually alter the area described in the project agreement and the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded Section 6(f)(3) protection as Fund reimbursement is provided.

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

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

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

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

E. The State agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (Title 36 Part 59 of the Code of Federal Regulations).

F. The State agrees that a permanent record shall be kept in the participant's public property records and available for public inspection to the effect that the property described in the scope of the project agreement, and the signed and dated project boundary map made part of that agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary of the Interior.

G. Nondiscrimination

1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in the Civil Rights Assurance appearing at Part III-I herein.

2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in the Manual.

Part III - Project Assurances

A. Applicable Federal Circulars

The State shall comply with applicable regulations, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal funds for this federally assisted project, including:

- OMB Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments;
- 43 CFR Part 12, Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior;
- A-87, Cost Principles for State, Local, and Indian Tribal Governments; and
- A-133, Audits of States, Local Governments, and Non-Profit Organizations.

B. Project Application

1. The Application for Federal Assistance bearing the same project number as the agreement and associated documents is by this reference made a part of the agreement.

2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as

the official representative of the State to act in connection with the application and to provide such additional information as may be required.

3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

C. Project Execution

1. The project period shall begin with the date of approval of the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner in which event the project shall end on the date of completion or termination.

2. The State shall transfer to the project sponsor identified in the Application for Federal Assistance or the Description and Notification Form all funds granted hereunder except those reimbursed to the State to cover eligible administrative expenses.

3. The State will cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be prosecuted to completion with reasonable diligence.

4. The State will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480) and DOI Section 504 Regulations (43 CFR Part 17). The State will be responsible for conducting inspections to insure compliance with these specifications by the contractor.

5. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.

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

7. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.

8. The State will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement.

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

10. The State will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

11. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

12. The State will comply with "Minority Business Enterprises" and "Women's Business Enterprises" pursuant to Executive Orders 11625 and 12138 as follows:

- (1) Place minority and women business firms on bidder's mailing lists.
- (2) Solicit these firms whenever they are potential sources of supplies, equipment, construction, or services.
- (3) Where feasible, divide total requirements into smaller needs, and set delivery schedules that will encourage participation by these firms.
- (4) The Department of the Interior is committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness.

The National Park Service Regional Offices will work closely with the States to ensure full compliance and that grant recipients take affirmative action in placing a fair share of purchases with minority business firms.

13. The State will comply with the intergovernmental review requirements of Executive Order 12372.

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

1. Contracts for construction shall comply with the provisions of 43 CFR Part 12 (Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior).
2. No grant or contract may be awarded by any grantee, subgrantee or contractor of any grantee or subgrantee to any party which has been debarred or suspended under Executive Order 12549. By signing the LWCF agreement, the State certifies that it will comply with debarment and suspension provisions appearing at Part III-J herein.

E. Retention and Custodial Requirements for Records

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

F. Project Termination

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

G. Lobbying with Appropriated Funds

The State must certify, for the award of grants exceeding \$100,000 in Federal assistance, that no Federally appropriated funds have been paid or will be paid, by or

on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding, extension, continuation, renewal, amendment, or modification of this grant. In compliance with Section 1352, title 31, U.S. Code, the State certifies, as follows:

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

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

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

H. Provision of a Drug-Free Workplace

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. Civil Rights Assurance

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

applicant. THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

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

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

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

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

J. Debarment and Suspension

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

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

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

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

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

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

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

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

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

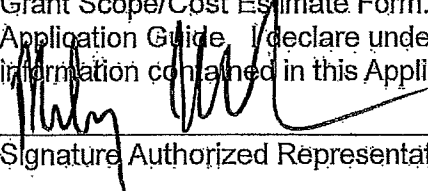
(1) The prospective lower tier participant certifies, by submission of this application that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

K. Hold Harmless

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

State of California – The Resources Agency
Department of Parks and Recreation
Land and Water Conservation Fund
Application Form

PROJECT NAME Noe Valley Town Square	Total Project Cost <u>\$1,487,086</u>	
	Maximum GRANT Request <u>\$743,543</u>	
	Minimum GRANT Request <u>\$591,047</u> (Match will be the difference between the approved grant amount and the above total project cost.)	
PROJECT PHYSICAL ADDRESS 3861 24 th Street, San Francisco, CA	Nearest Cross Street Sanchez Street	County of Project San Francisco
	GRANT APPLICANT (entity applying for the Grant) San Francisco Recreation and Park Department	
Grant Applicant's Mailing Address 30 Van Ness Ave., 5 th Floor, San Francisco CA, 94102-6020		
Project Address Latitude and Longitude 37.751313, -122.428975	Degrees: 122.37 Minutes: 25'45 Seconds: 44'4	
AUTHORIZED REPRESENTATIVE AS SHOWN IN RESOLUTION		
Dawn Kamalanathan, Director, Capital & Planning Div. <u>Dawn.kamalanathan@sfgov.org</u> <u>415 581-2559</u>		
Name and Title Email address Phone		
DAY-TO-DAY CONTACT for ADMINISTRATION of the GRANT (if different from AUTHORIZED REPRESENTATIVE)		
Toni Moran, Environmental Specialist <u>toni.moran@sfgov.org</u> <u>415 581-2555</u>		
Name and Title Email address Phone		
For Acquisition: Total land acquired will be _____ acres. Total acreage to be placed under 6(f)(3) Protection shown on the Boundary Map will be _____ acres:	For Development: Total acreage to be placed under 6(f)(3) Protection shown on the Boundary Map will be <u>.25</u> acres:	
GRANT SCOPE: I represent and warrant that this Application Packet describes the intended use of the requested Grant to complete the Recreation Features and Major Support Amenities listed in the attached Grant Scope/Cost Estimate Form. I agree with the Application and procedural requirements described in the Application Guide. I declare under penalty of perjury, under the laws of the State of California, that the information contained in this Application Packet, including required attachments, is accurate.		
 Signature Authorized Representative as shown in Resolution		<u>February 3, 2014</u> Date
Print Name : <u>Philip A. Ginsburg</u>		
Title: <u>General Manager</u>		

Introduction Form

By a Member of the Board of Supervisors or the Mayor

Time stamp
or meeting date

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee. (An Ordinance, Resolution, Motion, or Charter Amendment)
- 2. Request for next printed agenda Without Reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning "Supervisor [] inquires"
- 5. City Attorney request.
- 6. Call File No. [] from Committee.
- 7. Budget Analyst request (attach written motion).
- 8. Substitute Legislation File No. []
- 9. Reactivate File No. []
- 10. Question(s) submitted for Mayoral Appearance before the BOS on []

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission Youth Commission Ethics Commission
- Planning Commission Building Inspection Commission

Note: For the Imperative Agenda (a resolution not on the printed agenda), use a Imperative Form.

Sponsor(s):

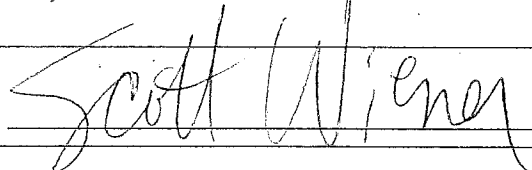
Supervisor Scott Wiener

Subject:

Accept and Expend Grant – Noe Valley Town Square Project – \$743,543

The text is listed below or attached:

Resolution authorizing the Recreation and Park Department to accept and expend a Land and Water Conservation Fund Grant from the State of California Department of Parks and Recreation in the amount of \$743,543 for the Noe Valley Town Square Project and authorizing the Director of Real Estate to record a Deed Restriction with the Assessor-Recorder against the property designated as Assessor's Parcel Lot Lot 040, Block 6509 providing that the use restrictions contained in the Grant Agreement will be covenants, conditions and restrictions on the use of the property in perpetuity.

Signature of Sponsoring Supervisor: 

For Clerk's Use Only: