

File No. 180464

Committee Item No. 2

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date May 10, 2018

Board of Supervisors Meeting

Date _____

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
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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 |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
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Completed by: Linda Wong

Date May 4, 2018

Completed by: Linda Wong

Date _____

1 [Approval of the Construction of the Tennis Center Clubhouse - Accept and Expend Grant -
2 San Francisco Parks Alliance - Golden Gate Park Tennis Center - \$24,000,000]

3 **Resolution approving construction of a new clubhouse for the Golden Gate Park**
4 **Tennis Center under Charter, Section 4.113; authorizing the Recreation and Park**
5 **Department to accept a grant in-place of approximately \$24,000,000 from the San**
6 **Francisco Parks Alliance to renovate the Golden Gate Park Tennis Center in FY2020-**
7 **2021; and approving a grant agreement with the San Francisco Parks Alliance which**
8 **will remain in place for 50 years.**

9
10 WHEREAS, The Recreation and Park Department (RPD) operates and maintains real
11 property owned by the City and County of San Francisco (Assessor's Parcel Block No. 1700,
12 Lot No. 001) commonly known as Golden Gate Park; and

13 WHEREAS, The Golden Gate Park Tennis Center (the Center) is a public recreational
14 facility that includes a clubhouse and 21 tennis courts, and occupies an area of approximately
15 185,000 square feet of Golden Gate Park near Nancy Pelosi Drive and John F. Kennedy
16 Boulevard; and

17 WHEREAS, RPD, the Tennis Coalition of San Francisco, its fiscal sponsor the San
18 Francisco Parks Alliance, a California nonprofit public benefit corporation, and the public have
19 collaborated over the past decade to develop a proposal to renovate the Center (the Project);
20 and

21 WHEREAS, The Project is expected to cost approximately \$27 million, and calls for
22 various improvements to the Center including the installation of 17 regulation-size tennis
23 courts; the addition of lights for night-time play; the removal of the existing 2,900 square foot
24 clubhouse and the construction of a new one-story, 7,500 square foot clubhouse which will
25 feature dedicated space for RPD's Tennis and Learning Center (TLC) youth development

1 program, office administration space, kitchen space, storage and maintenance space, lockers
2 and restrooms; a viewing garden area; and other features and amenities, all as generally
3 depicted in the concept design for the Center which is on file with the Clerk of the Board of
4 Supervisors in File No. 180464 and is incorporated herein by reference; and

5 WHEREAS, RPD has allocated \$3 million from the Community Opportunity Fund to
6 support the Project; and

7 WHEREAS, The renovated Center will provide over 20,000 hours of additional playtime
8 each year to the San Francisco community; and

9 WHEREAS, The renovated Center will provide San Francisco's first dedicated
10 pickleball court, an emerging recreational trend popular among senior citizens; and

11 WHEREAS, The renovated Center will enable RPD to expand its youth development
12 program, the Tennis and Learning Center (TLC) to middle school youth; TLC improves youth
13 outcomes by providing programs to San Francisco's most underserved communities that
14 promote academic achievement, health and wellness and social/emotional development,
15 through the sport of tennis; currently, TLC serves elementary school children at three
16 neighborhood sites in Portola, Western Addition and Chinatown and will open two more sites
17 in Bayview Hunters Point and SOMA with the goal of serving middle school children at the
18 Center who continue to need academic support or show a real affinity for the sport of tennis;
19 and

20 WHEREAS, The renovated Center will promote community cohesion by providing
21 gathering spaces not currently available such as a garden and patio spaces, which can be
22 used for events, viewing tennis or outdoor classroom space; and

23 WHEREAS, SFPA has agreed to provide RPD an in-kind grant of construction and
24 design services to complete the Project (the Grant); based on the total estimated cost of \$27
25

1 million and the \$3 million allocation from the Community Opportunity Fund, the estimated
2 value of the Grant from SFPA is approximately \$24 million; and

3 WHEREAS, The Grant is subject to the terms of a 50-year Grant Agreement which is
4 on file with the Clerk of the Board of Supervisors in File No. 180464 and is incorporated herein
5 by reference; and

6 WHEREAS, Under Charter, Section 9.118, contracts with an anticipated revenue to the
7 City of \$1 million or more, or which have a term in excess of 10 years, are subject to approval
8 of the Board of Supervisors; and

9 WHEREAS, Under Charter, Section 4.113(1), no building or structure, except for
10 nurseries, equipment storage facilities and comfort stations, shall be erected, enlarged or
11 expanded in Golden Gate Park unless such action has been approved by a vote of two-thirds
12 of the Board of Supervisors; and

13 WHEREAS, On January 3, 2018, the Planning Department issued a Certificate of
14 Determination that the Project is categorically exempt from the requirements of the California
15 Environmental Quality Act, which determination is on file with the Clerk of the Board of
16 Supervisors in File No. 180464 and is incorporated herein by reference; and

17 WHEREAS, On February 15, 2018, the Recreation and Park Commission adopted
18 Resolution No. 1802-012, to name the renovated Center the Lisa and Douglas Goldman
19 Tennis Center, and to recommend the Board of Supervisors authorize RPD to accept and
20 expend the Grant pursuant to the Grant Agreement; and

21 WHEREAS, On February 15, 2018, the Recreation and Park Commission also adopted
22 Resolution No. 1802-016 to approve the concept design and to recommend that the Board of
23 Supervisors approve the erection, enlargement, or expansion of buildings and structures
24 included in the Project, pursuant to Charter, Section 4.113(1); now, therefore, be it
25

1 RESOLVED, The Board of Supervisors hereby adopts as its own and affirms the San
2 Francisco Planning Department's exemption determination; and, be it

3 FURTHER RESOLVED, That the Board of Supervisors approves the construction of
4 the new clubhouse pursuant to Charter section 4.113(1); and, be it

5 FURTHER RESOLVED, That the Board of Supervisors authorizes RPD to accept and
6 expend the grant in-place from SFPA valued at approximately \$24 million for the Project; and,
7 be it

8 FURTHER RESOLVED, That the Board of Supervisors approves the 50-year Grant
9 Agreement substantially in the form on file with the Clerk of the Board of Supervisors in File in
10 File No. ____; and, be it

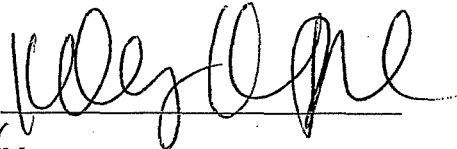
11 FURTHER RESOLVED, That the Board of Supervisors authorizes the RPD General
12 Manager to perform all acts required under the Grant Agreement, and to enter into any
13 modifications to the Grant Agreement that the General Manager determines, in consultation
14 with the City Attorney, are in the best interests of the City and do not materially increase the
15 obligations or liabilities of the City, are necessary or advisable to effectuate the purposes of
16 the Grant or this Resolution, and are in compliance with all applicable laws, including the
17 City's Charter.

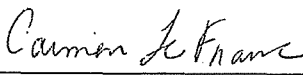
18
19 Recommended:

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22 _____
23 General Manager, Recreation and Park Department

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Approved:


for Mayor


for Ben Rosenfield
Controller

<p>Item 2 File 18-0464</p>	<p>Department: Recreation and Park Department</p>
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EXECUTIVE SUMMARY

Legislative Objectives

- The proposed resolution (1) approves construction of a new clubhouse for the Golden Gate Park Tennis Center, (2) authorizes the Recreation and Park Department to accept a grant in-place of approximately \$24,000,000 from the San Francisco Parks Alliance to renovate the Center, and (3) approves a 50-year grant agreement with the San Francisco Parks Alliance.

Key Points

- The San Francisco Parks Alliance is the fiscal sponsor for the Tennis Coalition of San Francisco, which is fundraising for the renovation of the Recreation and Park Department’s Golden Gate Park Tennis Center. The Tennis Center includes a clubhouse built in 1960 and 21 tennis courts, built between 1901 and 1937. The Golden Gate Park Tennis Center project would install 17 new courts to replace the existing 21 courts, build a new clubhouse, and make other improvements. The current project estimate is \$26,300,000, of which the Parks Alliance would provide \$23,300,000 in construction services and funding, and the City would provide \$3,000,000. The \$3,000,000 comes from the Community Opportunity Fund Partnership Project Fund funded by the 2012 Clean and Safe Neighborhood Parks General Obligation Bond.
- Under the proposed 50-year between the Park Alliance and the City, the Parks Alliance “intends to provide” funding and services of approximately \$24,000,000 to fund the Golden Gate Park Tennis Center project. The City’s responsibilities are to provide naming and donor recognition opportunities; the grant agreement lists the following donor names to be included in the Golden Gate Park Tennis Center project: Lisa and Douglas Goldman Tennis Court; Taube Family Clubhouse; and Koret Tennis and Learning Center.

Fiscal Impact

- To date the Parks Alliance has raised \$17,956,450 in funds to give to the Recreation and Park Department, on behalf of the Tennis Coalition. The \$17,956,450 is \$6,043,550 less than the \$24,000,000 provided in the proposed grant agreement and \$5,343,550 less than the grant budget of \$23,300,000. The Tennis Coalition is still fundraising, and according to Department staff, the Recreation and Park Department will not begin construction until the full \$23,300,000 is available.

Recommendations

- Amend the proposed resolution to require a written report from the Recreation and Park Department General Manager prior to December 31, 2018, detailing the amount of funds raised under the agreement between the Department and San Francisco Parks Alliance, and the impact on implementation of the Golden Gate Park Tennis Center project
- Because the grant agreement provides for Recreation and Park Department facilities to have donor names, the Budget and Legislative Analyst considers approval of the proposed resolution, as amended, to be a policy matter for the Board of Supervisors.

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.

Charter Section 4.113 (1) states that no building or structure, except for nurseries, equipment storage facilities and comfort stations, shall be erected, enlarged or expanded in Golden Gate Park unless such action has been approved by a vote of two-thirds of the Board of Supervisors.

BACKGROUND

Community Opportunity Fund Partnership Projects Fund: The Community Opportunity Fund was established to finance capital improvement projects at neighborhood parks. The Community Opportunity Fund provides an opportunity for neighborhoods, community groups, and park partners to nominate capital projects from the Clean and Safe Neighborhood Parks Bond through an approved Recreation & Park Department process¹. The Community Opportunity Fund has three main policy goals: (1) foster community stewardship, (2) enhance park identity and experience, and (3) leverage additional resources from the community.

Following the success of this program in the 2008 Clean and Safe Neighborhood Parks Bond, the Recreation and Park Department proposed an expansion of the Community Opportunity Fund for the 2012 Clean and Safe Neighborhood Parks General Obligation Bond, increasing the fund from \$5,000,000 to \$12,000,000. The now \$12,000,000 allocation is divided into two \$6,000,000 programs. The first is the traditional Community Opportunity Fund carried over from the 2008 Bond in which residents request up to \$500,000 in funding for improvements to a specific park. The second fund, the Community Opportunity Fund Partnership Project Fund, is intended to support larger projects with major philanthropic support and resources leveraged from other sources.

The proposed Golden Gate Park Tennis Center renovation is funded by the Partnership Project Fund. The proposed renovation is the second allocation of funds from the Community Opportunity Fund Partnership Projects Fund financed by the Parks Bond. Of the \$6,000,000 fund, the first allocation of \$3,000,000 was awarded to the Geneva Car Barn and of the remaining \$3,000,000 is allocated to the Golden Gate Tennis Center renovation. Per the 2012 Bond report, the Community Opportunity Fund Partnership Projects fund will support larger scale projects that have:

¹ The Clean and Safe Neighborhood Parks General Obligation Bond was originally approved on February 5, 2008 through Proposition A, to fund a capital plan targeting critical needs in San Francisco's Recreation and Parks Department facilities as well as waterfront Port Commission (Port) facilities. This bond included the following programs, totaling \$185,000,000: Neighborhood Parks, Port Waterfront Parks, Park restrooms, Park Playfields, Park Trails, Park Forestry projects, a citizen's oversight audit of the program, and \$5,000,000 for a Community Opportunity Fund to finance completion of community-nominated Recreation and Park projects. A second such general obligation bond was issued in 2010 and the third and most recent Parks Bond, issued in 2012, expanded the Community Opportunity Fund to \$12,000,000.

- Completed environmental review, as governed by the California Environmental Quality Act,
- Provided evidence of broad based community support,
- Obtained commitments of significant match in philanthropic funding against requested bond funds, and
- Demonstrated consistency with existing department and city policy and capital planning documents.

According to the February 7, 2018 staff report to the Recreation and Park Commission, the Golden Gate Park Tennis Center project meets all criteria for funding from the Community Opportunity Fund Partnership Project Fund.

The Golden Gate Park Tennis Center: The Golden Gate Park Tennis Center is an existing public recreational facility located within Golden Gate Park and operated by the San Francisco Recreation and Park Department. The Center includes a clubhouse and 21 tennis courts. The tennis courts were constructed between 1901 and 1937 and are a contributor to the Golden Gate Park National Register Historic District. The proposal to renovate the Center is the product of a decade of collaboration between the Recreation and Park Department, the public, and a number of nonprofit groups.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution (1) approves construction of a new clubhouse for the Golden Gate Park Tennis Center, (2) authorizes the Recreation and Park Department to accept a grant in-place of approximately \$24,000,000 from the San Francisco Parks Alliance to renovate the Center, and (3) approves a 50-year grant agreement with the San Francisco Parks Alliance.

Tennis Center Construction Scope: The scope of work is for project design and construction services for the Golden Gate Park Tennis Center renovation. Included in the budget of approximately \$26,300,000 are the installation of 17 regulation-size tennis courts (a decrease of four courts from the current 21 courts) with improved drainage and circulation, one pickleball court, an enhanced entryway, landscaping and patios, and new sports lighting for night-play. All courts will be ADA (Americans with Disabilities Act) accessible. A new 7800 sq. ft. clubhouse will replace the existing 2900 sq. ft. clubhouse (built in 1960) within the existing building's footprint.

The new clubhouse will contain dedicated space for the Recreation and Park Department's Tennis and Learning Center youth development program, office administration space, kitchen space, storage and maintenance space, lockers and restrooms. The Recreation and Park Department estimates that the addition of night lighting will provide 20,000 hours of additional playtime each year and enable the tennis center to expand its existing programming.

During the planning phase, from September 2015 to August 2017, the Planning Department issued a Certificate of Determination exempting the renovation from the requirements of the California Environmental Quality Act. The project is currently in the schematic design and design development phase. The bid phase is estimated to begin in November of 2018 and

construction in February of 2019, with estimated project completion in August of 2020. The Recreation and Park Department received authority from the Commission to release a Request for Proposals (RFP) for a facility operator to manage the new center, but has not yet issued the RFP.

Grant Agreement: The proposed grant agreement states that the San Francisco Parks Alliance (Parks Alliance) “intends to provide” funding and services to the Recreation and Park Department of approximately \$24,000,000 to fund the Golden Gate Park Tennis Center project, which has an estimated project cost of \$27,000,000. The Recreation and Park Department has allocated \$3,000,000 from the Community Opportunity Fund Partnership Project Fund to complete project financing.

The grant term is for 50 years. San Francisco Parks Alliance responsibilities include hiring and paying for contractor services to complete the Golden Gate Park Tennis Center project, in accordance with the Preliminary Design Plan approved by the Recreation and Park Commission.

Naming and Donor Recognition Opportunities

The City’s responsibilities are to provide naming and donor recognition opportunities, and signage with donors’ names, which must conform to Commission policy and Department sign standards. The grant agreement lists the following donor names to be included in the Golden Gate Park Tennis Center project: Lisa and Douglas Goldman Tennis Court; Taube Family Clubhouse; and Koret Tennis and Learning Center. Because the grant agreement provides for Recreation and Park Department facilities to have donor names, the Budget and Legislative Analyst considers approval of the proposed grant agreement to be a policy matter for the Board of Supervisors.

FISCAL IMPACT

The total budget for the project, shown in Table 1 below, is approximately \$26,300,000, with \$23,300,000 in sources from the Parks Alliance. The resolution authorizes the Recreation and Park Department to accept \$24,000,000, which includes an additional \$700,000, in private grant revenues in the event that costs escalate over the course of construction. Of the estimated \$26,300,000, the \$3,000,000 in Community Opportunity Fund sources will be spent on the salaries of Recreation and Park Department staff performing project management (\$545,000); permitting and other fees charged by other city departments (\$655,000); construction (\$1,648,277) and a contingency factor (\$151,723). The Community Opportunity Fund funds were allocated to cover city-related soft costs first, in the form of staff and fees; the remainder will be applied to a discrete construction expense. The expense will be determined at a later date once the construction documents have been completed. Estimates are based on the Department’s standard project assumptions.

Table 1. Golden Gate Park Tennis Center Renovation Budget

Golden Gate Park Tennis Center	SF Parks Alliance Grant	Community Opportunity Fund	Total
SOURCES OF FUNDS			
2012 Parks Bond	\$0	\$3,000,000	\$3,000,000
Private Grants	\$23,300,000	\$0	\$23,300,000
TOTAL SOURCES	\$23,300,000	\$3,000,000	\$26,300,000
USES OF FUNDS			
Construction	\$15,312,716	\$1,648,277	\$16,960,993
Permit, Agency Fees and Entitlements	\$34,000	\$505,000	\$539,000
Design	\$2,741,000	\$0	\$2,741,000
Services and Other Fees	\$1,494,650	\$150,000	\$1,644,650
Furniture, Fixtures and Equipment	\$396,100	\$0	\$396,100
Administration and Management	\$536,000	\$545,000	\$1,081,000
Campaign Expenses ²	\$290,500	\$0	\$290,500
Contingency	\$2,495,034	\$151,723	\$2,646,757
TOTAL USES	\$23,300,000	\$3,000,000	\$26,300,000

To date, philanthropic support has come from three major donors, \$6.635 million from the Lisa and Douglas Goldman Fund, \$6.6 million from Taube Philanthropies and \$2.1 million from the Koret Foundation. It is a condition of the Lisa and Douglas Goldman Fund's grant that the San Francisco Recreation and Park Department allocate a \$3 million match to this project.

Potential Shortfall in Fundraising.

The Parks Alliance is acting as fiscal sponsor for the Tennis Coalition of San Francisco (Tennis Coalition). To date the Parks Alliance has raised \$17,956,450 in funds to give to the Recreation and Park Department, on behalf of the Tennis Coalition. The \$17,956,450 is \$6,043,550 less than the \$24,000,000 provided in the proposed grant agreement and \$5,343,550 less than the grant budget of \$23,300,000. The Tennis Coalition is still fundraising, and according to Department staff, the Recreation and Park Department will not begin construction until the full \$23,300,000 is available. The proposed grant agreement specifies that the Recreation and Park Department is not obligated to fund any shortfall in the funds to be raised under the agreement. Also, the agreement provides for the City to terminate the grant agreement if the Parks Alliance or the Tennis Coalition are not able to comply with any terms of the agreement.

Because the full amount of \$23,300,000 to fund the Golden Gate Park Tennis Center project is not yet available, the proposed resolution should be amended to require a written report from the Recreation and Park Department General Manager prior to December 31, 2018, detailing the amount of funds raised under the agreement between the Department and San Francisco

² Costs incurred by the Parks Alliances in the course of raising funds for the renovation.

Parks Alliance, and the impact on implementation of the Golden Gate Park Tennis Center project.

Ongoing Operating Costs

The grant funds do not cover operating costs and will be fully expended by close of construction. The Golden Gate Park Tennis Center is currently operated by the Recreation and Park Department; the Department has proposed entering into a management agreement with a private operator to operate the renovated center. According to Ms. Sarah Madland, Recreation and Park Department Director of Policy and Public Affairs, operating costs for the renovated Golden Gate Park Tennis Center are not expected to be more than the Department's costs to operate the existing center; therefore, acceptance of the grant and approval of construction does not create any new ongoing costs for the Recreation and Park Department.

RECOMMENDATIONS

1. Amend the proposed resolution to require a written report from the Recreation and Park Department General Manager prior to December 31, 2018, detailing the amount of funds raised under the agreement between the Department and San Francisco Parks Alliance, and the impact on implementation of the Golden Gate Park Tennis Center project.
2. Approval of the proposed resolution, as amended, is a policy matter for the Board of Supervisors, because the proposed grant agreement provides for Recreation and Park Department facilities to have donor names

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 grant in-place and enlarge building in Golden Gate Park.

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

1. Grant Title: Golden Gate Park Tennis Center
2. Department: Recreation and Park Department
3. Contact Person: Daliah Khoury Telephone: (415) 831-6897
4. Grant Approval Status (check one):
 Approved by funding agency Not yet approved
5. Amount of Grant Funding Approved or Applied for: approximately \$24 million grant in-place
- 6a. Matching Funds Required:
 - b. Source(s) of matching funds (if applicable):
- 7a. Grant Source Agency: San Francisco Parks Alliance
 - b. Grant Pass-Through Agency (if applicable):
8. Proposed Grant Project Summary: To support the Golden Gate Park Tennis Center Renovation Project.
9. Grant Project Schedule, as allowed in approval documents, or as proposed:
Start-Date: July 1, 2020 End-Date: June 30, 2021
- 10a. Amount budgeted for contractual services: \$0
 - b. Will contractual services be put out to bid?
 - c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements?
 - d. Is this likely to be a one-time or ongoing request for contracting out?
- 11a. Does the budget include indirect costs? Yes No
 - b1. If yes, how much? \$
 - b2. How was the amount calculated?
 - c1. If no, why are indirect costs not included?
 Not allowed by granting agency To maximize use of grant funds on direct services
 Other (please explain): grant in-place – no funds directly received
 - c2. If no indirect costs are included, what would have been the indirect costs?

12. Any other significant grant requirements or comments:

****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 checked="" 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 checked="" type="checkbox"/> New Program(s) or Service(s) |
| <input type="checkbox"/> New Site(s) | <input checked="" 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:

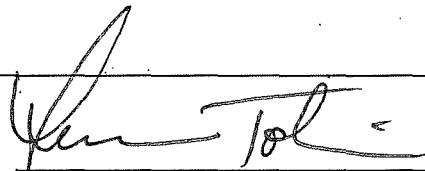
Comments:

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

Lucas Tobin
(Name)

ADA Coordinator for Programmatic Access
(Title)

Date Reviewed: 2/13/18

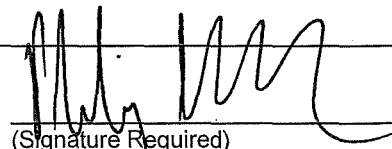

(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Phil Ginsburg
(Name)

General Manager
(Title)

Date Reviewed: 2/10/18


(Signature Required)

GRANT AGREEMENT AND PERMIT TO ENTER

Between

San Francisco Recreation and Park Department

And

The San Francisco Parks Alliance

This Grant Acceptance Agreement and Permit to Enter (the “Agreement”) is entered into as of _____, 2018, by and between the City and County of San Francisco (“City”), acting through the Recreation and Park Department (the “Department” or “RPD”), and the San Francisco Parks Alliance (“SFPA”), a California nonprofit public benefit corporation, acting as fiscal sponsor for the Tennis Coalition of San Francisco (collectively referred to herein as the “Parties”).

RECITALS

WHEREAS, RPD operates and maintains real property owned by the City and County of San Francisco located between Nancy Pelosi Drive and John F. Kennedy Drive in Golden Gate Park, commonly known as the “Golden Gate Park Tennis Center” (“Center”) as described in Exhibit A attached hereto; and

WHEREAS, The Tennis Coalition of San Francisco (“TCSF”) is a tennis advocacy group that unifies public and private tennis organizations and individuals. The organization cooperates with and supports RPD and focuses on generating support for existing and future tennis infrastructure projects, and undertaking and managing these projects; and

WHEREAS, TCSF has entered into a fiscal sponsorship agreement with SFPA for the purposes of designing and constructing a new Golden Gate Park Tennis Center (the “Project”), under which agreement TCSF is endeavoring to raise funds for the Project; and

WHEREAS, in partnership with RPD, TCSF has led a community design process for the Project. At public community meetings, TCSF presented a “Preliminary Design Plan,” as described in Exhibit B attached hereto, Community members supported the Project and the Preliminary Design Plan, and the Recreation and Park Commission approved the Preliminary Design Plan on _____, 2018. The estimated cost to deliver the Project in accordance with the Preliminary Design Plan is approximately \$27,000,000; and

WHEREAS, RPD has budgeted a total of \$3,000,000 (the “City Funds”) for the Project. Because RPD does not have additional funds available for the Project, RPD cannot complete the Project unless SFPA raises the remaining funds, estimated to be \$24,000,000; and

WHEREAS, SFPA intends to provide funding and services to RPD to fill the approximately \$24,000,000 funding gap necessary for the Project. In the event such fundraising efforts are successful, SFPA proposes to give RPD, on behalf of TCSF, a grant-in-place valued at approximately \$24,000,000 (the “Grant”) for the Project. The Grant shall be used for Project expenses; and

WHEREAS, The Project is contingent on the success of TCSF’s future fundraising. TCSF will endeavor to provide funds sufficient to implement the Project, regardless of final cost; and

WHEREAS, The Parties have established a Preliminary Project Schedule, which is attached hereto as Exhibit C, and a preliminary Project Budget, which is attached hereto as Exhibit D; and

WHEREAS, On January 3, 2018, the City's Planning Department found that the Project is categorically exempt from environmental review under the California Environmental Quality Act; and

WHEREAS, On _____ the Recreation and Park Commission (the "Commission") recommended that the Board of Supervisors authorize RPD to accept and expend the Grant from SFPA, and grant any and all approvals required under Charter § 4.113(1), as Resolution No: _____; and

WHEREAS, On _____ the Board of Supervisors authorized RPD to accept and expend the Grant, and granted any and all approvals required under Charter § 4.113(1), as Resolution No: _____;

Now, therefore, it is agreed as follows: SFPA hereby grants, and, subject to and contingent upon the foregoing, RPD accepts the Grant from SFPA and authorizes SFPA to perform the Project subject to the following terms and conditions:

1. Term

This Agreement shall become effective upon approval of this Agreement by the City in accordance with applicable City Charter and other Municipal Code provisions and full execution by the Parties (the "Effective Date") and shall expire 50 years after the Effective Date, unless earlier terminated as set forth herein (the "Term").

2. SFPA's Responsibilities

SFPA shall hire and pay for the services of the contractors to perform the Project in accordance with the Preliminary Design Plan as approved by the Commission. Each contractor hired by SFPA shall be referred to herein as "Contractor."

3. City Responsibilities

- A. Namings and Donor Recognition Opportunities. The City acknowledges that TCSF's fundraising campaign will include naming opportunities and signage with donor names to recognize donors at various levels, as set forth in the "Donor Recognition Plan" Exhibit H. RPD General Manager may modify the Donor Recognition Plan in consultation with the SFPA, provided that any previously granted naming rights cannot be rescinded without SFPA consent. SFPA acknowledges that the Donor Recognition Plan and any modifications thereto must conform to the Commission's Grant Policy (Res. No. 0103-042) and to RPD's sign standards, and agrees to cause all such donor recognition and signage to be in conformance with the approved Donor Recognition Plan.

- (i) Name of Tennis Center. The Center shall be known as the “Lisa and Douglas Goldman Tennis Center.” Such name shall be the sole and complete name of the Center and shall be placed on the Center in a location, style, size, and form acceptable to the Lisa and Douglas Goldman Fund (the “Foundation”) and the Commission. The Center shall bear such name for 50 years from the completion of the Project, unless and until any of the following occur first: (a) the Foundation directs removal of the name; (b) Grantor fails or refuses to make the full Grant as set forth in Section 1 of this Agreement or demands a return of previously-paid Grant funds; (c) the Board of Supervisors or the Commission determines in its reasonable and good faith opinion that associating the above name with the Center would adversely impact the reputation, image, mission or integrity of the Center, RPD, the Commission and/or the City, in which case, the Foundation shall be promptly provided with a full, written explanation of the reasons for and nature of the expected adverse impact.
 - (ii) Name of Clubhouse and Championship Court. The Center’s clubhouse shall bear the name “Taube Family Clubhouse” and the Championship Court shall bear the name “Taube Family Championship Court”
 - (iii) Name of Tennis and Learning Center. The Center’s Tennis and Learning Center shall bear the name “Koret Tennis and Learning Center”
 - (iv) Other Naming Opportunities Unassigned. Other naming rights at the center shall be in accordance with the Donor Recognition Plan set forth on Exhibit H.
- B. Approvals. RPD shall recommend that the Commission and Board of Supervisors approve the Grant and the Project as required under Charter § 4.113.
- C. City Funds. Subject to the foregoing approvals, RPD shall perform, or have performed, design and/or construction work for the Project (the “City Work”) valued at approximately \$3,000,000 (the “City Funds”). RPD’s commitment to make the City Funds available for the Project is contingent upon SFPA, through TCSF, raising the balance of funds needed for the Project. RPD will expend the City Funds consistent with the agreed upon Project Budget and as set forth below. With respect to any construction work included in the City Work, RPD shall also: (A) cause the work to be performed in a good workmanlike manner and in accordance with the Project construction documents; (B) cause the work to be completed in accordance with the Project schedule, (C) oversee and manage its contractors in performing the work; (D) cover the cost to pay for the work, regardless of final cost, rather than require SFPA to raise any additional funds for City Work; and (E) coordinate with SFPA and its contractors with respect to the progress of the work.
- D. Project Management. In furtherance of its obligation to expend the City Funds on the Project, RPD shall provide the services of one RPD Project Manager to:

- (i) For contracts using any of the City Funds, work with the San Francisco Public Works (“SFPW”), if necessary, for contract preparation and administration and management of construction.
 - (ii) Coordinate necessary City approvals and services for the Project, including but not limited to Environmental Review, compliance with disability access laws, and RPD Department and Commission reviews.
 - (iii) Facilitate the community meeting and public notification process.
- E. Nature of Facility. For 50 years from the completion of the Center’s renovation, the Center facilities may not be structurally altered for use in any activity or sport other than tennis (e.g., a swimming pool or squash court). Further, for such 50 year period, the Center must remain primarily available for the children, youth, and general public of San Francisco. RPD (and the operator of the Center, if any) shall comply with all City policies pertaining to use of the Center’s courts, including but not limited to any policies regarding use of the Center’s courts by public or private school teams.

4. Grant in Place

- A. Permission to Enter; Term. RPD confers to SFPA, its agents and Contractors, a revocable, personal, unassignable, non-exclusive and non-possessory privilege to enter upon and use the identified area in the Center, more particularly described in Exhibit A attached hereto (the “Permit Area”), for the limited purpose and subject to the terms, conditions, and restrictions set forth below. This privilege is temporary only and shall commence when the dates are confirmed and agreed to by the Parties in accordance with Section 4.b.iv below. Without limiting any of its rights hereunder, the City may terminate this Agreement as set forth herein, without any obligation to pay any consideration to SFPA, its agents and Contractor
- B. Scope of Work. SFPA may enter and use the Permit Area for the sole purpose of causing Contractors to perform work on the Project (the “Project Work”) and for no other purpose whatsoever. SFPA shall cause Contractors to perform the Project Work in the Permit Area in accordance with the following conditions:
- (i) Scope of Work. SFPA shall ensure that Contractor performs the Project Work in accordance with specifications approved in advance and in writing by RPD. The scope of work may only be modified with written approval of RPD.
 - (ii) Cost of Work; Liens. SFPA shall bear all costs or expenses of any kind or nature in connection with its use of the Permit Area, including payment to the Contractor to perform the Project Work, and shall keep the Permit Area free and clear of any liens or claims of lien arising out of or in any way connected with its use of the Permit Area.

- (iii) Payment. SFPA shall provide evidence reasonably satisfactory to the City of the acknowledgment of Contractor and any of its subcontractors, as requested by the City, that the City is not financially liable, and shall not be invoiced, for any costs incurred in performing any work related to the Project, except as expressly approved by the City in writing.
- (iv) Project Schedule. SFPA shall coordinate with the RPD Project Manager to determine appropriate start and finish date and time for Contractor to perform the Project Work that does not interfere with RPD's regular work, permits, and reservations in the Center and shall coordinate with RPD regarding the schedule for the Project Work (the "Project Schedule"). The Project Schedule shall be subject to the approval of RPD, not to be unreasonably withheld or delayed. A preliminary Project Schedule is attached hereto as Exhibit C. SFPA shall cause its Contractors to comply with the Project Schedule and shall not authorize its Contractors to commence work until such time is as designated in the Project Schedule.
- (v) Exercise of Reasonable Care. SFPA shall use, and shall cause Contractors to use, reasonable care at all times to avoid any damage or harm to City's property and to native vegetation and natural attributes of the Permit Area. SFPA shall cause Contractor to take such soil and resource conservation and protection measures with the Permit Area as City may request. City shall have the right to approve and supervise any excavation work. SFPA shall ensure that under no circumstances shall Contractors damage, harm or take any rare, threatened or endangered species on or about the Permit Area. SFPA shall cause Contractors to do everything reasonably within their power, both independently and upon request by City, to prevent and suppress fires on and adjacent to the Permit Area attributable to SFPA's use hereunder.
- (vi) Covenant to Maintain Permit Area. In connection with its use hereunder, SFPA shall at all times and until completion of the Project Work, at its sole cost, maintain the Permit Area in a good, clean, safe, secure, sanitary and slightly condition, so far as the Permit Area may be affected by SFPA's or Contractor's activities hereunder.
- (vii) Restoration of Permit Area. Immediately following completion of the Project, SFPA shall cause Contractor to remove all debris and any excess dirt and restore the Permit Area surrounding the Project to its condition immediately prior to SFPA's and Contractor's use hereunder, to the satisfaction of the City.
- (viii) Repair of Damage. If any portion of the Permit Area or any property of City located on or about the Permit Area is damaged by any of the activities conducted by SFPA or Contractor hereunder, SFPA shall immediately, at its sole cost, repair or cause Contractor to repair any and all such damage and restore or cause Contractor to restore the Permit Area or property to its previous condition.

- C. Limitation on Obligation; Evidence of Available Funds. RPD shall not be obligated to fund any funding shortfall pursuant to this Agreement or any other agreement unless RPD expressly so agrees in writing. SFPA shall not commence work in the Permit Area unless and until it has certified to RPD in writing that it has adequate funds to complete all of the Project.
- D. Restrictions on Use. SFPA agrees that, by way of example only and without limitation, the following uses of the Permit Area by SFPA, its Contractors, or any other person claiming by or through SFPA are inconsistent with the limited purpose of this Agreement and are strictly prohibited as provided below:
- (i) Improvements. Neither SFPA nor its Contractors shall construct or place any temporary or permanent structures or improvements on the Permit Area, or alter any existing structures or improvements on the Permit Area, except for those that are part of the Project.
 - (ii) Dumping. Neither SFPA nor its Contractors shall dump or dispose of refuse or other unsightly materials on, in, under or about the Permit Area.
 - (iii) Hazardous Material. SFPA shall not cause, nor shall SFPA allow its Contractors or any of its other Agents or Invitees (as defined below) to cause, any Hazardous Material (as defined below) to be brought upon, kept, used, stored, generated or disposed of in, on or about the Permit Area, or transported to or from the Permit Area, provided that SFPA may store and use such substances in or about the Permit Area in such limited amounts as are customarily used in construction so long as such storage and use is at all times in compliance with applicable laws. SFPA shall immediately notify City when SFPA learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on or about the Permit Area. SFPA shall further comply with all laws requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary to mitigate the release or minimize the spread of contamination. In the event that SFPA, Contractor, or SFPA's other Agents or Invitees cause a release of Hazardous Material, SFPA shall, without cost to City and in accordance with all laws and regulations, return the Permit Area to the condition immediately prior to the release. In connection therewith, SFPA shall afford City a full opportunity to participate in any discussion with governmental agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material. For purposes hereof, "Hazardous Material" means material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to public health, welfare or the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 et seq., or pursuant to Section 25316 of the California Health & Safety Code; a "hazardous waste" listed pursuant to

Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the Permit Area or are naturally occurring substances in the Permit Area, and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids. The term "release" or "threatened release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the Permit Area. For purposes hereof, the term "Agents" shall include the agents, employees, officers, contractors and representatives of SFPA, and the term "Invitees" shall include the clients, customers, invitees, guests, licensees, or assignees of SFPA.

- (iv) Nuisances. Neither SFPA nor Contractor shall conduct any activities on or about the Permit Area that constitute waste, nuisance or unreasonable annoyance (including, without limitation, emission of objectionable odors, noises or lights) to City, to the owners or occupants of neighboring property or to the public.
- (v) Damage. Neither SFPA nor Contractor shall do anything about the Permit Area that will cause damage to any of City's property.

5. Contractor/Installation Requirements. SFPA shall, at its own expense and at no cost to the City, hire contractor(s) selected by SFPA and approved by City to perform the Project. SFPA shall require each Contractor or agents it procures for all or any portion of the Project Work to comply with the following requirements in performing the Project Work to the extent applicable:

- A. Obtain any and all necessary City permits and comply with applicable laws including disability access laws and with required noticing procedures before closing any sidewalks.
- B. Post signs in the Center alerting the public to the date and time the Project will take place.
- C. Take appropriate measures to ensure public safety while working in the Center, including, but not limited to, erecting safety barriers and caution signage and/or tape.
- D. Adhere to Occupational Safety & Health Administration standards as applicable.
- E. Any contract that SFPA enters into with an architect or design professional for the design of the Project shall include the terms and conditions stated in Exhibit E (Terms for Architect Contract) unless otherwise agreed to by the City in writing. Any contract that SFPA enters into with a Contractor for construction work on the Project shall include the terms and conditions stated in Exhibit F (Terms for Construction Contract) unless otherwise agreed to by the City in writing. Construction work shall mean any work for construction or improvements that is not architectural or design professional services.

F. Any contract that SFPA enters into with a Contractor for all or any portion of the Project Work shall include the following unless otherwise agreed to by the City in writing:

- (i) **Warranty.** The contract shall require that the Contractor warrants and guarantees to the City that materials and equipment provided under the Contract will be first-class in quality and new, that the work will be free from defects and of the quality specified, and that the work will conform to the requirements of the Contract documents. Contractor additionally warrants manufacturers' product warranties as may be required by the Contract documents.
- (ii) **Third Party Beneficiary:** The contract shall name the City as a third-party beneficiary, including, without limitation, a third-party beneficiary to all warranties of the work, and as an additional obligee of all required performance and payment bonds.
- (iii) **Prevailing Wages:** The contract will require Contractor and its subcontractors to pay their workers the prevailing rate of wage for the craft or classification of work performed in the providing part or all of the Project.

6. Compliance With Laws. SFPA shall, at its expense, conduct and cause to be conducted all activities on the Permit Area allowed hereunder in a safe and prudent manner and in compliance with all laws, regulations, codes, ordinances and orders of any governmental or other regulatory entity (including, without limitation, the Americans with Disabilities Act), whether presently in effect or subsequently adopted and whether or not in the contemplation of the parties. SFPA shall, at its sole expense, procure and maintain in force at all times during its use of the Permit Area any and all business and other licenses or approvals necessary to conduct the activities allowed hereunder. SFPA understands and agrees that City is entering into this Permit in its capacity as a property owner with a proprietary interest in the Permit Area and not as a regulatory agency with police powers. Nothing herein shall limit in any way the SFPA's or Contractor's obligation to obtain any required regulatory approvals from City departments, boards or commissions or other governmental regulatory authorities or limit in any way City's exercise of its police powers.

7. Indemnification. Except as otherwise provided in this Agreement or in any subsequent agreement entered into hereunder to the contrary, each party agrees to waive claims against and indemnify the other party as follows:

To the extent allowable by law, SFPA agrees to defend, indemnify and hold harmless the City, its officers, employees and agents ("City Indemnitees") from any and all acts, claims, omissions, liabilities and losses asserted by any third party arising out of acts or omissions of SFPA and/or TCSF, their officers, employees and agents (including but not limited to the Architect) in connection with this Grant Agreement, except those arising by reason of the sole negligence of the City Indemnitees.

City agrees to defend, indemnify and hold harmless SFPA, TCSF, and their officers, directors, employees and agents, from any and all acts, claims, omissions, liabilities and

losses asserted by any third party arising out of acts or omissions of City, its officers, employees and agents in connection with this Grant Agreement, except those arising by reason of the sole negligence of SFPA and/or TCSF, their officers, directors, employees and agents.

In the event of concurrent negligence of the City, its officers, employees and agents, and SFPA and/or TCSF, their officers, directors, employees and agents, the liability for any and all claims for injuries or damages to persons and/or property shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified.

The indemnity obligations described in this Section shall survive expiration of this Agreement.

- 8. Insurance.** Without in anyway limiting SFPA's liability pursuant to the "Indemnification" section of this Agreement (Section 7), SFPA shall maintain in force at all times during the term of this Agreement insurance in the amounts and coverage specified in Exhibit G, and shall include as an additional insured the City and County of San Francisco, its Officers, Agents, and Employees. Before commencing any operations under this Agreement, SFPA shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are reasonably satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement. Compliance with the provisions of this section shall in no way relieve or decrease the SFPA's indemnification obligations under this Agreement or any of the SFPA's other obligations hereunder.
- 9. Public Relations.** RPD and SFPA shall use good faith efforts to cooperate on matters of public relations and media responses related to the Project. The Parties shall also use good faith efforts to cooperate with any inquiry by the other Party or by the public in regard to this Agreement. This Agreement, and any report or memorandum between the Parties, shall be subject to the disclosure requirements of the City's Sunshine Ordinance and the California Public Records Act. Any response to an inquiry by a news or community organization to RPD or SFPA in reference to the Project shall include a recommendation to contact the other Party. Neither SFPA nor RPD shall issue a press release in regard to this Agreement without providing prior notice to the other party. To facilitate the execution of this Section, the City and SFPA have each designated one person as a spokesperson with respect to this Agreement. All media contacts to RPD will be directed to the Director of Policy and Public Affairs at the address provided for RPD in this Section below. All media contacts to SFPA will be directed to the Director of Policy and Communications at the address provided for in this Section below. Nothing in this Agreement shall prohibit SFPA or RPD from discussing this Agreement in response to inquiries from the public or the press.

Contacts/Media RPD: 501 Stanyan Street, San Francisco, CA 94117

RPD Media and Public Relations	RPD Project Manager	RPD Partnerships
Sarah Madland	Reem Assaf	Daliah Khoury
Sarah.Madland@sfgov.org	<u>Reem.Assaf@sfgov.org</u>	Daliah.Khoury@sfgov.org
(415) 831-2740	(415) 575-5653	(415) 831-6897

Contacts/Media SFPA: 1663 Mission Street, Suite 320, San Francisco, CA 94103

SFPA Media and Public Relations	
Drew Becher	
dbecher@sfparksalliance.org	
(415) 621-3260	

10. Final Acceptance. Upon notice from SFPA that the Project Work is complete and delivery of a certificate from the Project Architect certifying that such Project Work has been completed in accordance with the construction drawings (“Final Acceptance Notice”), RPD shall, within ten (10) working days of such notice, perform a final inspection of the Project Work. RPD shall, within thirty (30) days after the inspection, render a decision whether to accept the work. Upon RPD’s decision to accept the work, RPD will, no later than seven (7) days from its decision, prepare and deliver to SFPA a letter of final acceptance (the “**Acceptance Letter**”)] Following delivery of the Final Acceptance Notice, SFPA shall promptly deliver to RPD: (i) mechanics lien waivers and releases to the extent required by RPD; and (ii) as-built drawings for the Project Work that are marked-up on a hard copy of the construction drawings together with operating manuals, assignments of warranties and guaranties, and any additional requirements as outlined in the construction drawings (which shall be delivered in electronic format, via CAD files or scanned versions on a compact disc)

11. Delivery of Improvements; Transfer of Ownership. Within ten (10) days of receipt of the Acceptance Letter, SFPA shall deliver the Project Work free and clear of all liens, easements or potential claims arising from SFPA’s work on the Project and shall provide RPD fully executed waivers and releases from all contractors and subcontractors hired by SFPA of all claims against the City, its employees and agents. Upon delivery of the improvements undertaken by SFPA, SFPA shall assign to the City any warranties or guaranties required by its contracts with the contractors and subcontractors hired by SFPA. SFPA shall retain ownership of the improvements prior to delivery to RPD.

12. Termination. SFPA may terminate this Agreement due to the City’s failure to comply with any term of this Agreement (including all exhibits hereto) 30 days after having given the City notice of such failure, unless the City cures such failure to SFPA’s reasonable satisfaction within such 30-day period, or a different reasonable timeframe mutually agreed upon by the Parties in writing. The City may terminate this Agreement due to the SFPA’s or TCSF’s failure to comply with any term of this Agreement (including all exhibits hereto) 30 days after having given the SFPA/TCSF notice of such failure, unless SFPA cures such failure to the City’s reasonable satisfaction within such 30-day period, or a different reasonable timeframe mutually agreed upon by the Parties in writing. Notice of termination, and any other notices under this Agreement shall be provided to each Party at the addresses below.

13. Notices. Any notice to a Party required by this Agreement shall be in writing and delivered in person or by first-class mail or certified mail with a return receipt requested, or by overnight courier, return receipt requested, with postage prepaid to the addresses given below for that Party:

RPD/City	SFPA:
Philip A. Ginsburg General Manager Recreation and Park Department McLaren Lodge 501 Stanyan Street San Francisco, CA 94117 Fax No.: (415) 831-2096	Drew Becher CEO San Francisco Parks Alliance 1663 Mission Street Suite 320 San Francisco, California 94103 Fax No.: (415) 703-0889
Daliah Khoury Deputy Director of Development San Francisco Recreation and Park Department 501 Stanyan Street San Francisco, CA 94117	Kaitlin Strange Associate Director of Planning and Project Delivery San Francisco Parks Alliance 1663 Mission Street, Suite 320 San Francisco, CA 94103
<i>with a copy to:</i> Office of the City Attorney City Hall, Room 234 1 Dr. Carlton B. Goodlett Place San Francisco, California 94102 Attn: Manu Pradhan Deputy City Attorney	<i>with a copy to:</i> Pillsbury Winthrop Shaw Pittman LLP Four Embarcadero Center, 22nd Floor San Francisco CA 94111 Attn: Brian Wong

Either Party may change the address to which notice shall be sent by giving at least 5 days' advance written notice to the other Party.

14. Miscellaneous.

- A. This Agreement may be amended or modified only in writing signed by SFPA and the RPD.
- B. This Agreement (including the Exhibits hereto, which are incorporated herein by reference) contains the entire understanding between the Parties with respect to the subject matters contained herein as of the date of this Agreement, and supersedes all prior written or oral negotiations, discussions, understandings and agreements.
- C. All actions described herein including but not limited to the performance of the Project as permitted herein, are subject to and must be conducted and accomplished in accordance with the applicable requirements of the City's charter, its municipal code and applicable state and federal laws, building codes and regulations.
- D. This Agreement is subject to the budget and fiscal provisions of the City's Charter. If funds required for any of City's or RPD's responsibilities under this Agreement are not appropriated for any portion of a fiscal year, the City may immediately terminate this Agreement without penalty, liability or expenses of any kind by written notice to SFPA. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. SFPA's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.
- E. Except as expressly provided to the contrary, all approvals, consents and determinations to be made by the City hereunder may be made by the General Manager of RPD or his or her designee in his or her sole discretion.

IN WITNESS WHEREOF, the Parties have indicated their approval effective as of the respective dates set forth by their names.

Approvals:

Drew Becher, CEO Date
The San Francisco Parks Alliance
1663 Mission Street, Suite 320
San Francisco, CA 94103

Phil Ginsburg, General Manager Date
Recreation and Park Department
501 Stanyan Street
San Francisco, CA 94117

APPROVED: RECREATION AND PARK COMMISSION

By: _____
Margaret McArthur, Secretary

Date: _____

Resolution No. _____

APPROVED AS TO FORM:

DENNIS J. HERRERA
CITY ATTORNEY

By: _____
Manu Pradhan
Deputy City Attorney

Attachments:

- Exhibit A: Map Showing Project Location and Permit Area
- Exhibit B: Preliminary Design Plan
- Exhibit C: Preliminary Project Schedule
- Exhibit D: Preliminary Project Budget
- Exhibit E: Terms for Architect Contract
- Exhibit F: Terms for Construction Contract
- Exhibit G: SFPA's Insurance Requirements
- Exhibit H: Donor Recognition Plan

EXHIBIT A
Map Showing Project Location (Permit Area)

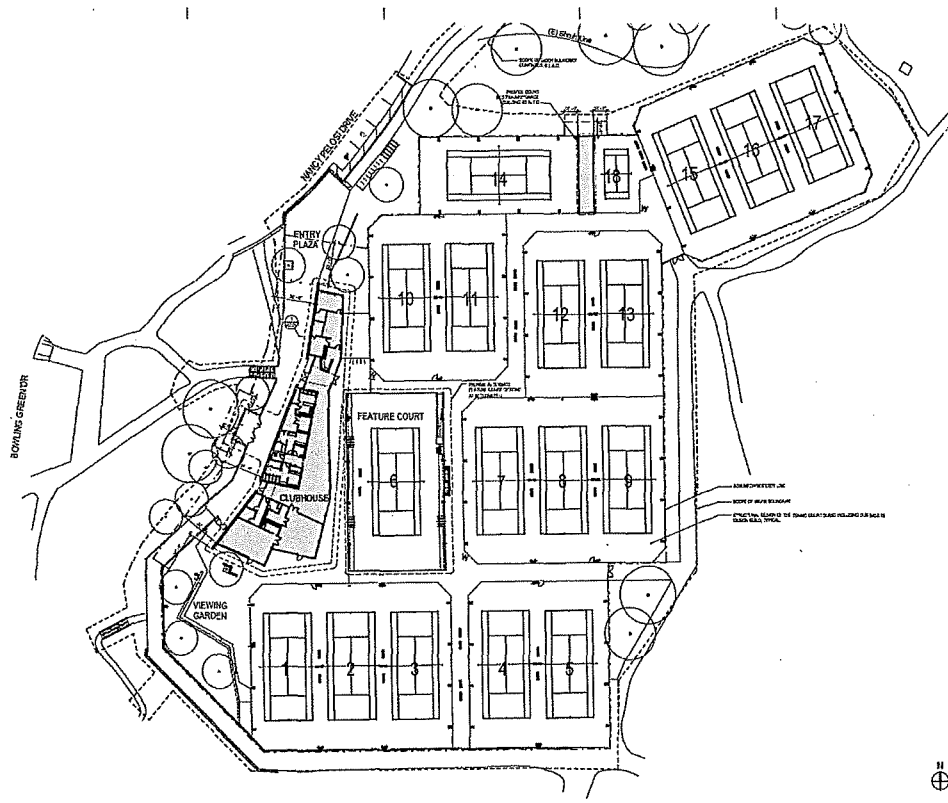


EXHIBIT B
Preliminary Designs
(see attached pages)

EXHIBIT C
Preliminary Project Schedule

Design Development	August – December 2017
Construction Documents	January – June 2018
Private Bid	November 2018 – February 2019
Public Bid	July 2019 – February 2020
Construction	February 2019 – August 2020

EXHIBIT D
Preliminary Project Budget

Golden Gate Park Tennis Center		SF Parks Alliance	RPD
EXPENSES			
Construction		\$15,312,716	\$1,648,277
Permit, Agency Fees and Entitlements		\$34,000	\$505,000
Design		\$2,741,000	\$0
Services and Other Fees		\$1,494,650	\$150,000
Furniture, Fixtures and Equipment		\$396,100	\$0
Administration and Management		\$536,000	\$545,000
Campaign Expenses		\$290,500	\$0
Contingency		\$2,495,034	\$151,723
	TOTAL EXPENSES	\$23,300,000	\$3,000,000
SOURCES			
2012 Parks Bond		\$0	\$3,000,000
Private Grants		\$23,300,000	\$0
	TOTAL SOURCES	\$23,300,000	\$3,000,000

EXHIBIT E

Terms for Architect Contract

Any contract that SFPA enters into with an architect or design professional for the design of the Project shall include the following terms and conditions unless otherwise agreed to by the parties in writing:

1. Insurance:

The Contractor shall maintain in force, during the full term of its contract, insurance in the following amounts and coverages:

- a) Workers' Compensation in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness;
- b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations;
- c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable; and
- d) Professional liability insurance, relevant to Contractor's profession, with limits not less than \$2,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to:

- 1) Name as Additional Insured the City and County of San Francisco, its Officers and Employees, in the City's role as the owner of the Property with respect to vicarious liability arising from the negligence of Contractor.
- 2) Provide that the policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and consultants.

All policies shall provide thirty (30) days' advance written notice to City of cancellation mailed to the address provided below, provided, however, that in the event of cancellation for non-payment of premiums, only ten (10) days advance written notice to City shall be provided. Notices shall be sent to the City address in the "Notices" section.

Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and for a period of three (3) years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, these claims shall be covered by the claims-made policies.

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in the general annual aggregate limit, the general annual aggregate limit shall be double the occurrence or claims limits specified above.

Should any required insurance lapse during the term of the agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of the lapse of insurance.

Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

If a subcontractor will be used to complete any portion of this Agreement, the Contractor shall ensure that the consultant shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insureds.

2. Indemnification.

- a) General: To the fullest extent permitted by law, Contractor shall assume the defense of (with legal counsel subject to approval of the City), indemnify and save harmless the City, its boards, commissions, officers, and employees (collectively, "**Indemnitees**"), from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of the Contractor or its sub-consultants), expense and liability of every kind, nature, and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, fees of expert consultants or witnesses in

litigation, and costs of investigation), that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or intentional or willful misconduct of the Contractor, any sub-consultant, anyone directly or indirectly employed by them, or anyone that they control (collectively, “Liabilities”).

- b) Limitations: No insurance policy covering the Contractor’s performance under this Agreement shall operate to limit the Contractor’s Liabilities under this provision. Nor shall the amount of insurance coverage operate to limit the extent of such Liabilities. The Contractor assumes no liability whatsoever for the sole negligence, active negligence, or intentional or willful misconduct of any Indemnitee or the contractors of any Indemnitee.
 - c) Copyright infringement: Contractor shall also indemnify, defend and hold harmless all Indemnitees from all suits or claims for infringement of the patent right, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the City, or any of its boards, commissions, officers, or employees of articles or services to be supplied in the performance of Contractor’s services under this Agreement.
3. Code Compliance: The Contractor shall comply with requirements of applicable codes, regulations, and their current lawful written interpretation published and in effect during the Contractor’s services. Where there is an irreconcilable conflict between any of the above mentioned codes and regulations, the Contractor shall identify the irreconcilable conflict to RPD, exercise a professional standard of care in determining which code or regulation governs, and provide RPD with the basis for its determination. In the event of changes in codes, regulations or interpretations during the course of the Project that were not and could not have been reasonably anticipated by the Contractor and which result in a substantive change to the plans, the Contractor shall not be held responsible for the resulting additional costs, fees or time, and shall be entitled to reasonable additional compensation for the time and expense of complying with the changes. The Contractor shall identify, analyze and report to the City pending changes to codes and regulations that would reasonably be expected to affect the design of the Project, including pending changes to the California building codes and San Francisco Building Code and other amendments.

Standard of Performance: The Contractor shall acknowledge and agree that the Contractor will perform its services under the agreement in accordance with the professional standard of care applicable to the design and construction administration of projects of similar size and complexity in the San Francisco Bay Area.

EXHIBIT F

Terms for Construction Contract

Any contract that SFPA enters into with the Contractor or contractor or subcontractor performing work on the Project shall include the following terms and conditions, unless otherwise agreed to by the parties:

1. Insurance:

Without in any way limiting Contractor's liability pursuant to Section (3) (Indemnification) below, the Contractors shall maintain in force insurance in the following amounts and coverage:

- a) Workers' Compensation, with Employers' Liability Limits not less than \$1,000,000 each accident;
- b) Commercial General Liability Insurance with limits not less than \$2,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage including coverage for Contractual Liability, independent contractors, Explosion, Collapse, and Underground (XCU), Personal Injury, Broadform Property Damage, products, and completed operations.
- c) Business Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned, and Hired auto coverage, as applicable;
- d) Builder's Risk Insurance with limits not less than \$1,000,000 each occurrence; and
- e) Professional liability insurance, relevant to the contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services, including but not limited to design and architectural services, to be provided under this Agreement.
- f) Environmental Pollution Liability: In the event that hazardous / contaminated material is discovered during the course of the work, and the Contractor or its subcontractors is required to perform abatement or disposal of such materials, then the Contractor, or its sub-contractor, who perform abatement of hazardous or contaminated materials removal shall maintain in force, throughout the term of this Contract, contractor's pollution liability insurance with limits not less than \$1,000,000 each occurrence combined single limit (true occurrence form), including coverages for on-site or off-site third party claims for bodily injury and property damage.

Commercial General Liability and Business Automobile Liability Insurance policies must provide the following:

- 1) Name as Additional Insured the City and County of San Francisco, its Officers and Employees, in the City's role as the owner of the Property with respect to vicarious liability arising from the negligence of Contractor.
- 2) That the insurance applies separately to each insured against whom claim is made or suit is brought.

All policies shall provide thirty (30) days' advance written notice to City of cancellation mailed to the address provided below, provided, however, that in the event of cancellation for non-payment of premiums, only ten (10) days advance written notice to City shall be provided.

Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously for a period of three (3) years beyond the final payment, to the effect that, should occurrences during the contract term give rise to claims made after final payment, these claims shall be covered by the claims-made policies.

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in the general annual aggregate limit, the general annual aggregate limit shall be double the occurrence of claims limits specified above.

Before the Contractor commences any operations under this Agreement, SFPA or the Contractor must furnish to City certificates of insurance and additional insured policy endorsements evidencing all coverage set forth above, in form and with insurers satisfactory to City. These insurers shall have an A.M. Best rating of not less than A-VIII, and shall be authorized to do business in the State of California. SFPA or Contractor shall furnish complete copies of policies to the City promptly upon its request. Acceptance of insurance coverage shall not diminish the liability of SFPA.

1. Performance and Payment Bonds:

- a) At the time of execution of the contract, Contractor shall file with SFPA and the City the following bonds using the form provided by the City:
 - 1) A corporate surety bond, in a sum not less than one hundred (100) percent of the contract sum, to guarantee the faithful performance of the contract ("**Performance Bond**"); and
 - 2) A corporate surety bond, in a sum not less than one hundred (100) percent of the contract sum, to guarantee the payment of labor, materials, supplies, and equipment used in the performance of the contract ("**Payment Bond**").
 - a. The Performance Bond shall cover all corrective work required during the correction period, all warranty and maintenance work required by the contract, and any and all work required to correct latent defects.
 - b. Corporate sureties issuing these bonds and bid bonds shall be legally authorized to engage in the business of furnishing surety bonds in the State of California. All sureties shall have a current A.M. Best rating not less than "A-VIII" and shall be satisfactory to the City.

2. Indemnification: The contract with the Contractor shall contain the following requirements:

- a) Consistent with California Civil Code Section 2782, Contractor shall assume the

defense of, indemnify and hold harmless the City, its boards and commissions, and all of their officers, agents, members, employees or authorized representatives, from all claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to attorney's fees, directly or indirectly arising out of, connected with or resulting from the performance of the contract. This indemnification shall not be valid in the instance where the loss is caused by the negligence or intentional tort of any person indemnified herein.

- b) Contractor acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with the release or spill of any legally designated hazardous material or waste or contaminated material as a result of the work performed under this contract are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs are expressly within the scope of this indemnity.
- c) The City shall provide Contractor with prompt written notice after receipt of any claim, action or demand ("**claim**") made by a third party against the City and/or other indemnified party. Contractor shall obtain the City's and other indemnified parties' consent for Contractor's choice of counsel and such consent shall not be unreasonably withheld or delayed, and in any event shall be provided within ten (10) days after Contractor gives notice of its choice of counsel, so that any responsive pleadings may be timely filed, and in every instance, within thirty (30) days after the City or other indemnified party has given notice of the claim, and provided further that City and other indemnified may retain separate co-counsel at their expense and participate in the defense of the claim. If the interests of Contractor and the City and/or other indemnified party conflict and counsel chosen by Contractor cannot, in City's or other indemnified parties' reasonable opinion, adequately represent Contractor, City and/or other indemnified party, then the cost and expense associated with the City and/or other indemnified party retaining separate co-counsel shall be borne by Contractor, otherwise, the cost and expense of separate co-counsel retained by City and/or other indemnified party shall be borne by the City or other indemnified party. Subject to Contractor's obligation to reimburse City's and other indemnified parties' costs, City and other indemnified parties will assist Contractor in the defense of the claim by providing cooperation, information and witnesses, as needed to the extent there is no material conflict of interest.
 - 1) So long as Contractor has assumed and is conducting the defense of a claim in accordance with the preceding subparagraph, (i) Contractor will not consent to

the entry of any judgment or enter into any settlement with respect to the claim without the prior written consent of City or other indemnified party, as applicable, which consent will not be unreasonably withheld, unless the judgment or proposed settlement involves only the payment of money damages by Contractor and does not impose any obligation upon City and/or indemnified party in connection with the judgment or settlement and Contractor obtains the full and complete release of City and/or other indemnified parties; and (ii) City and/or other indemnified parties will not consent to the entry of judgment or enter into any settlement without the prior written consent of Contractor.

- 2) If Contractor does not assume and conduct the defense of claim as required above, (i) City or other indemnified party may defend against, and consent to, the entry of any judgment or enter into any settlement with respect to the claim in any manner it reasonably may deem appropriate, and City or other indemnified party need not consult with, or obtain any consent from Contractor, and (ii) Contractor will remain responsible for any losses City and/or other indemnified party may suffer resulting from, arising out of, relating to, in the nature of, or caused by the claim to the fullest extent provided in this section.

EXHIBIT G

SFPA's Insurance Requirements

1. SFPA must maintain in force, during the full term of this Agreement, insurance in the following amounts and coverage:
 - a) General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Independent Contractors, Explosion, Collapse and Underground (XCU), Broadform Property Damage, Sudden and Accidental Pollution, Products Liability and Completed Operations;
 - b) Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired automobiles, as applicable; and
 - c) Workers' Compensation Insurance with Employer's Liability Coverage with limits of not less than \$1,000,000 each accident.

2. All policies shall provide thirty (30) days' advance written notice to City of cancellation mailed to the address provided below, provided, however, that in the event of cancellation for non-payment of premiums, only ten (10) days advance written notice to City shall be provided.

Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously for a period of three (3) years beyond the final payment, to the effect that, should occurrences during the contract term give rise to claims made after final payment, these claims shall be covered by the claims-made policies.

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in the general annual aggregate limit, the general annual aggregate limit shall be double the occurrence of claims limits specified above.

3. Delivery of Certificates. Prior to the commencement date of this Agreement, SFPA shall deliver to City certificates of insurance and additional insured policy endorsements from insurers in a form satisfactory to City, evidencing the coverages required from SFPA, together with complete copies of the policies at City's request. Prior to the date any contractor commences work on the Property, SFPA shall deliver to City certificates of insurance and additional insured policy endorsements from insurers in a form satisfactory to City, evidencing the coverages required from the contractor, together with complete copies of the

policies at City's request.

No Limitation of Obligations. SFPA's compliance with the provisions of this section shall in no way relieve or decrease SFPA's indemnification obligation under this Agreement or any of SFPA's other obligations hereunder.

EXHIBIT H
Donor Recognition Plan

Naming Opportunities

\$6,500,000 +

Tennis Center 1

(Lisa & Douglas Goldman Fund)

Clubhouse and Championship Court 2

(Taube Philanthropies)

\$2,000,000 - \$6,499,999

TLC Education Center (Koret Foundation) 3

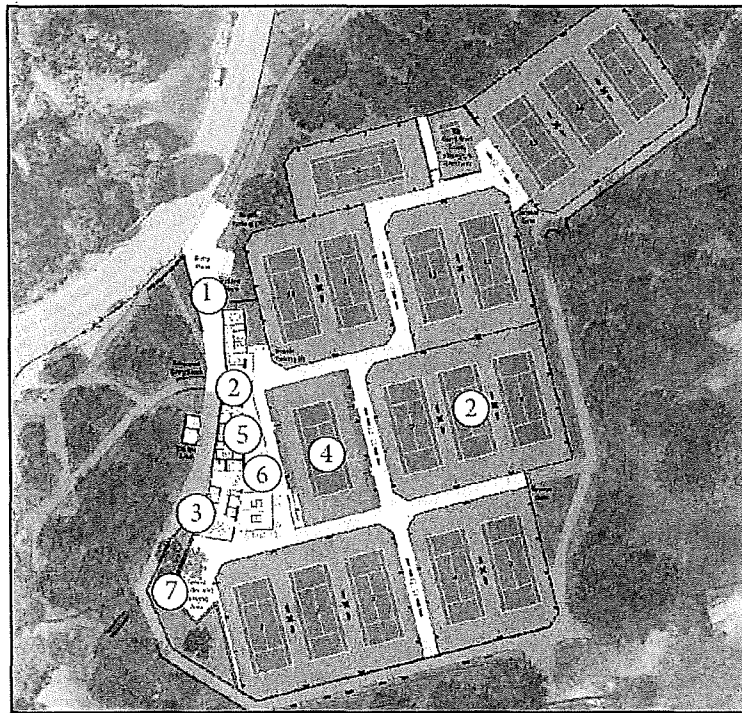
Feature Court *(available)* 4

\$1,000,000 - \$1,999,999

Tennis Exhibits and Hall of Champions *(available)* 5

Players' Lounge *(available)* 6

Gardens and Patio *(available)* 7



Recognition Opportunities

\$500,000 - \$999,999

TLC Recreation Room

Historical Site Exhibit Walk (available)

\$250,000 - \$499,999

Pickleball Court #15

\$100,000 - \$249,999

Court Recognition

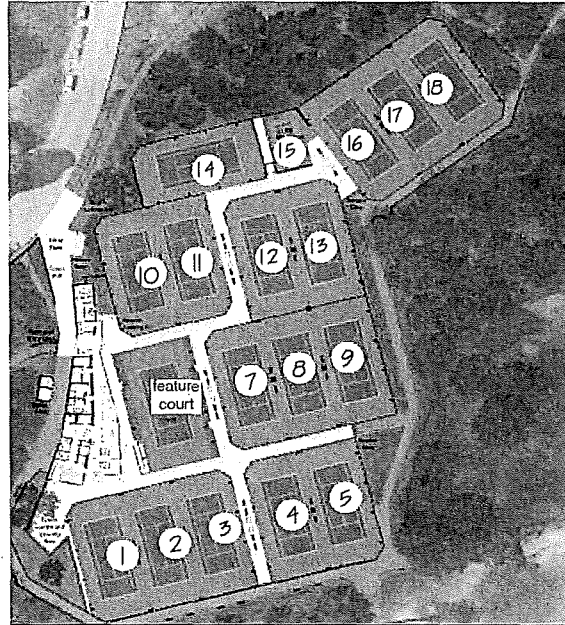
Courts 1-5, 7, 9-14, 16-18 available

\$25,000-\$99,999

Dedicated Bench

\$10,000 and above

Listing on Donor Wall



All naming and recognition opportunities are subject to changes according to the final architectural design and are pending approval of the San Francisco Recreation and Parks Commission. As the project design progresses, RPD General Manager may modify the Donor Recognition Plan in consultation with SFPA. Any future modifications will conform to the Commission's Grant Policy.

Golden Gate Park Tennis Center		SF Parks Alliance	RPD
EXPENSES			
Construction		\$15,312,716	\$1,648,277
Permit, Agency Fees and Entitlements		\$34,000	\$505,000
Design		\$2,741,000	\$0
Services and Other Fees		\$1,494,650	\$150,000
Furniture, Fixtures and Equipment		\$396,100	\$0
Administration and Management		\$536,000	\$545,000
Campaign Expenses		\$290,500	\$0
Contingency		\$2,495,034	\$151,723
	TOTAL EXPENSES	\$23,300,000	\$3,000,000
SOURCES			
2012 Parks Bond		\$0	\$3,000,000
Private Grants		\$23,300,000	\$0
	TOTAL SOURCES	\$23,300,000	\$3,000,000



SAN FRANCISCO PLANNING DEPARTMENT

Certificate of Determination Exemption from Environmental Review

Case No.: 2015-005479ENV
 Project Title: **Golden Gate Park Tennis Complex Upgrade Project**
 Zoning: P (Public)
 Scenic Streets (Special Sign District) SSD
 Block/Lot: 1700/001
 Project Site Area: 185,000 square feet
 Project Sponsor: Daliah Khoury, San Francisco Recreation and Parks Department
 (415) 831-6897
 Staff Contact: Jenny Delumo – (415) 575-9146, Jenny.delumo@sfgov.org

1650 Mission St.
 Suite 400
 San Francisco,
 CA 94103-2479

Reception:
415.558.6378

Fax:
415.558.6409

Planning
 Information:
415.558.6377

PROJECT DESCRIPTION:

The project site is an approximately 185,000-square-foot (sf) area within the Golden Gate Park Tennis Complex (tennis complex) located within Golden Gate Park, and operated by the San Francisco Recreation and Parks Department. The tennis complex is bounded by John F. Kennedy Boulevard to the north, Nancy Pelosi Drive to the east, Bowling Green Drive to the west, and Kezar Drive to the south. The tennis complex consists of 21 tennis courts and an approximately 3,200-gross-square-foot (gsf), one-story tennis clubhouse.

The San Francisco Recreation and Parks Department proposes the Golden Gate Park Tennis Complex Upgrade Project. The proposed project would remove the existing 21 tennis courts on the site and install 17 regulation-size tennis courts and one pickleball court, for a total of 18 courts. The proposed project would include demolishing the existing tennis clubhouse and constructing a new one-story, approximately 17-foot tall and 7,500-gsf clubhouse in its place, among other changes.

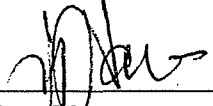
(Continued on next page)

EXEMPT STATUS:

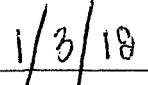
Categorical Exemption, Class 1 (California Environmental Quality Act (CEQA) Guidelines section 15301) and Class 3 (Guidelines section 15303). See page 4.

DETERMINATION:

I do hereby certify that the above determination has been made pursuant to State and local requirements.



 Lisa Gibson
 Environmental Review Officer



 Date

cc: Daliah Khoury, Project Sponsor
 David Lindsay, Northwest Team Manager
 Shelley Caltagirone, Preservation Planner
 Supervisor London Breed, District 5 (via Clerk of the Board)

Distribution List
 Historic Preservation Distribution List
 Virna Byrd, M.D.F.

PROJECT DESCRIPTION (continued):***Existing Conditions***

In addition to the tennis courts and clubhouse, the existing site includes three off-street vehicle parking spaces, including one Americans with Disabilities Act (ADA) accessible space, fencing, landscaping and trees. The public can currently use the tennis courts between 6:30 a.m. - 10 p.m., 356 days of the year (the tennis complex is currently closed 9 days per year). The project site includes paved-over granite stairs and the decorative side wall coping and bollards that were part of the bandstand complex originally constructed on the site circa 1892, and were later incorporated into the existing tennis court facilities on the project site. Vehicular and pedestrian access to the tennis complex is provided via Nancy Pelosi Drive, and on-street vehicle parking is provided on both sides of the street. A Golden Gate Park shuttle stop is located near the project site at the intersection of Nancy Pelosi Drive and John F. Kennedy Drive.

The tennis courts were constructed between 1901 and 1937 and are a contributor to the Golden Gate Park National Register Historic District. The clubhouse was completed in 1960 is a contributor to the discontinuous Midcentury Recreation Historic District.

Proposed Project

The new clubhouse would provide approximately 3,400 sf of public space, 750 sf of learning space, 1,000 sf of office/administrative space, 750 sf of space for recreational facilities (i.e., lockers and restrooms), 150 sf of kitchen space, and 600 sf of storage and maintenance space. An approximately 6,100-sf landscaped viewing garden would be established south of the new clubhouse, and would provide additional space for events and social and classroom activities. The proposed project would remove the existing tennis courts and install 17 regulation size tennis courts and one pickleball court, for a total of 18 courts: One of the 18 reconfigured courts would be a sunken feature court located adjacent to the new clubhouse, and would accommodate approximately 230 seated spectators. A new entry plaza would be constructed at the entrance to the tennis complex from Nancy Pelosi Drive. The existing tennis courts cover approximately 121,600 sf of the project site, and the reconfigured tennis courts and pickleball court would be located within the same general area as the existing tennis courts. The project would retain the remaining features of the original 1892 bandstand.

The proposed project would enable the tennis complex to expand its existing programming and establish new programs and events. Existing programming for youth would be expanded to allow an estimated 12 additional participants per day in the youth and middle school tennis league, 1,560 additional participants per year in the half- and full-day tennis camps, and an additional 80 participants per year in the Recreation and Park Department's Tennis and Learning Center Program.

Additional programming and events would include approximately 21,000 hours of evening play, including social mixers (up to 20 people per event) and expanded evening league play (up to 3 additional teams), one one-day charity tournament (up to 200 people), one Club Fun Day event (up to 150 people), two two-day United States Tennis Association events (up to 200 people per day), and an estimated 24 clubhouse rentals (averaging 30 people per rental). Under the proposed project, the public would be able to use the tennis courts 6:30 a.m.-10 p.m. 365 days per year. During special events, such as the proposed social mixers, charity tournament, Club Fun Day, United States Tennis Association events, and clubhouse rentals, the tennis complex could be open until 11 p.m.

Approximately 23 trees would be removed from the project site, and approximately 24 new trees would be planted at four locations across the site. Approximately 90 new 20-foot-tall light poles would be installed around the tennis courts to allow for evening tennis games and events (up to 10 p.m.). Additional lighting would be provided for clubhouse operations and pedestrian pathways on the site. A new 10-foot-tall fence would be installed along the perimeter of the tennis courts, clubhouse, and viewing garden. Approximately 5 *class 1* bicycle parking spaces would be installed on the project site. Signage would be provided to identify the building entrances, project donors, and provide usage guidelines.

The project sponsor would retain a professional who meets the Secretary of the Interior's Professional Qualifications Standards for Architectural History to prepare an interpretive display for installation on the project site and Historic American Building Survey (HABS) documentation of the clubhouse building and surrounding context prior to construction of the proposed project. The interpretive display would describe the history and architectural features of the original tennis clubhouse and the overall history and development of the tennis complex. The interpretive display would show which elements of the project site were removed or altered as part of the proposed project and address the original function of the bandstand stairs and their later incorporation into the existing tennis court facilities. The HABS documentation would include a written historical report and photographic documentation of the clubhouse and existing setting. Photographic documentation would include contextual views of the existing tennis courts and associated site features; views of each side of the building and interior views; oblique views of the building; and detailed views of the character-defining features of the tennis courts and clubhouse, including interior features. The sponsor would prepare a photographic key map that would reference all of the views photographed. The original plans for the clubhouse building would also be reproduced and included in the documentation. The historical report would be submitted to the San Francisco Public Library, San Francisco Architectural Heritage, and the Northwest Information Center of the California Historical Information Resource System.

Primary access to the project site would continue to be from Nancy Pelosi Drive. The existing off-street parking area would be reconfigured to allow for four vehicle (one net new) parking spaces (including one ADA-accessible space and 1 space for electric vehicle charging). An approximately 48-foot-long pick-up and drop-off zone would be located on Nancy Pelosi Drive just south of the proposed vehicle parking area.

The proposed project would include excavation of approximately 8,000 cubic yards of material to a maximum depth of approximately 7 feet below grade to install a mat slab foundation for the new clubhouse and re-grade the site for the proposed tennis courts and pickleball court.

Project Approvals

The San Francisco Recreation and Parks Commission would approve the proposed project at a public hearing and the Department of Building Inspection (building department) would issue a building permit for the project.

Approval Action: The San Francisco Recreation and Parks Commission's approval of the proposed project is the approval action for the project. The approval action date establishes the start of the 30-day appeal period for this CEQA exemption determination pursuant to Section 31.04(h) of the San Francisco Administrative Code.

EXEMPT STATUS (continued):

CEQA State Guidelines Section 15301(l), or Class 1(l), provides an exemption from environmental review for the demolition and removal of individual small structures. The project site is the Golden Gate Park tennis complex, which includes the existing, approximately 3,200-sf tennis clubhouse. The proposed project would include the demolition of the tennis clubhouse. Thus, the proposed demolition of this structure satisfies the requirements for exemption under CEQA State Guidelines section 15301(l).

CEQA State Guidelines Section 15303, or Class 3, provides an exemption from environmental review for the construction and location of limited numbers of new, small facilities or structures. The proposed project would demolish the existing tennis clubhouse and construct a new, approximately 7,500-sf, 19-foot-tall clubhouse. The proposed project would also include removing the existing 21 tennis courts on the site and installing 17 regulation-size tennis courts and one pickleball court. Tree removal and replacement, new signage, lighting and landscaping, and one additional off-street vehicle parking space would also be provided as part of the proposed project. Thus, the proposed construction of new tennis complex facilities, including a new one-story clubhouse and tennis and pickleball courts, on the project site satisfies the requirements for exemption under CEQA State Guidelines section 15303.

DISCUSSION OF ENVIRONMENTAL ISSUES:

CEQA Guidelines Section 15300.2 establishes exceptions to the application of a categorical exemption for a project. None of the established exceptions applies to the proposed project.

Guidelines Section 15300.2, subdivision (b), provides that a categorical exemption shall not be used where the cumulative impact of successive projects of the same type in the same place, over time, is significant. As discussed below under "Cumulative Impacts," there is no possibility of a significant cumulative effect on the environment due to the proposed project.

Guidelines Section 15300.2, subdivision (c), provides that a categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances. As discussed below, there is no possibility of a significant effect on the environment due to unusual circumstances.

CEQA Guidelines Section 15300.2, subdivision (f), provides that a categorical exemption shall not be used for a project that may cause a substantial adverse change in the significance of a historical resource. For the reasons discussed below under "Historic Resources," there is no possibility that the proposed project would have a significant effect on a historic resource.

Historical Resources. The proposed project would not cause a substantial adverse change in the significance of a historical resource.

Under CEQA Guidelines section 21084.1, a property may be considered a historic resource if it is "listed in, or determined to be eligible for listing in, the California Register of Historical Resources" (California Register). The tennis complex is located within the Golden Gate Park National Register Historic District and the clubhouse was constructed in 1960. Based on the location of the project site and the age of the tennis clubhouse, the planning department determined the property is subject to historical resources

review. The following describes the information contained in the consultant-prepared historical resources studies and planning department's determinations.^{1,2}

The clubhouse and tennis courts are not individually eligible for inclusion on the National Register for Historic Places (National Register) or California Register. Two historic districts are applicable to this historical resources evaluation: The Golden Gate Park National Register Historic District and the Midcentury Historic District.

Golden Gate Park National Register Historic District – background

The Golden Gate Park National Register Historic District was listed in the National Register of Historic Places (National Register) in 2004 under Criterion A (for recreation and social history) and Criterion C (for landscape architecture).

The original tennis court layout was established in 1937 and the clubhouse was constructed in 1960. The existing layout of the tennis courts match the layout when the courts were established in 1937, which is within the period of significance for the Golden Gate Park National Register Historic District (1871-1943). The tennis courts are listed as one of 137 contributing features of the historic district in the National Register nomination. Therefore, the tennis courts are a contributor to the Golden Gate Park National Register Historic District. The remaining character defining features of the tennis courts include: the overall form and site layout; wooded character of the site, with trees functioning as windbreak; paved surface (the type of material, not the existing material); stone bollards, side wall coping, and stairway; location of two grandstand areas.

The clubhouse is a non-contributor to the Golden Gate Park National Register Historic District because it was not present during the historic district's period of significance.

Midcentury Recreation Historic District – background

The Midcentury Recreation Historic District is a discontinuous district of modern-era recreational facilities built by the San Francisco Recreation and Park Department with municipal bonds. Bond-funded recreational improvements began in the late 1940s and were completed in the early 1960s. The Midcentury Recreation Historic District is eligible for inclusion on the California Register under Criterion 1 (for its association with the postwar bond acts and recreational development) and Criterion 3 (for the district's modern design aesthetic). The character defining features of the Midcentury Recreation Historic District include: the absence of historical ornament; use of new technologies, materials, and methods of construction; angled asymmetry; cantilevered roofs and overhangs; flat or shed roof forms with projecting eave overhangs; use of bright or contrasting colors; projecting vertical elements; brick or stone accents; canted windows; large expanses of windows; stucco siding or vertical wood siding; stacked roman brick veneer; overhanging or projecting trellises; and integrated planters (brick, stone, or concrete).

The Midcentury Modern style was the most common style of architecture built in San Francisco from 1945 to 1965. The Midcentury Recreation Bond Historic District includes a series of clubhouses, pools, recreation centers, and other built resources that share an aesthetic that reflects the Midcentury Modern style. The tennis clubhouse was built in 1960, which is within the period of significance for the

¹ Architectural Resources Group, Inc., *Golden Gate Park Tennis Complex Historic Resource Evaluation*, November 10, 2015. This document (and all other documents cited in this report, unless otherwise noted), is available for review at 1650 Mission Street, Suite 400, San Francisco, CA, as part of Case No. 2015-005479ENV.

² San Francisco Planning Department, *Preservation Team Review Form, Golden Gate Park Tennis Facility*, March 21, 2016.

Midcentury Recreation Bond Historic District (1947-1961), and is a contributor to the district. The character defining features of buildings and structures constructed as part of the mid-century expansion of recreational facilities under municipal bonds reflect the features of the Midcentury Modern style. The significance of each district contributor, including the clubhouse, is reflected in its function as a component of the city's recreational network, and in the Modern design elements that combine to visually distinguish these buildings from previous eras of construction within the park system. The general character-defining features of the Midcentury Modern style include: the absence of historical ornament; use of modern materials and construction techniques; angled asymmetry; cantilevered roofs and overhangs; flat or shed roof forms with projecting eave overhangs; use of bright or contrasting colors; projecting vertical elements; brick or stone accents; canted windows; large expanses of windows; stucco siding or vertical wood siding; stacked roman brick veneer; overhanging or projecting trellises; integrated planters (brick, stone, or concrete)

There are 46 original contributors to the Midcentury Recreation Historic District. These contributors are identified by their building/structure type: playgrounds/recreational areas with clubhouses (22 original contributors; 14 contributors remain); pools (7 original contributors; 3 contributors remain); recreation centers (8 original contributors; 3 contributors remain); and other recreation bond improvements/special projects (9 original contributors, 8 contributors remain). Of the 46 original contributors to the district, 28 contributors remain.

Existing plus Project Impacts

The department evaluated the proposed project using the criteria set forth by the *Secretary of Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings* (secretary's standards). As described below, some aspects of the proposed project are not consistent with the secretary's standards, but overall the project would not cause a substantial adverse impact to the California Register-eligible Midcentury Recreation Historic District or the Golden Gate Park National Register Historic District such that the significance of these historic districts would be materially impaired.

The Golden Gate Park tennis complex would continue to be used as it was historically, resulting in minimal changes to the components of the tennis complex that constitute its role as a contributor to the Golden Gate Park National Register Historic District. The proposed layout for the tennis courts and pickleball court adheres to the historic court form, orientation, and layout with as few modifications as possible to meet present day tennis court technical standards and provide accessible access to all courts. The court locations and materials have changed over time, and the proposed project would retain their approximate placement and material character while improving the facility for its intended and historical use. These features contribute to the Golden Gate Park National Register Historic District, and they would continue to retain integrity that reflects the 1937 tennis court configuration. Thus, the proposed alterations to the tennis courts would not result in significant impacts on the Golden Gate Park National Register Historic District.

Although the demolition of the clubhouse would remove one of the contributing elements of the California Register-eligible Midcentury Recreation Historic District, this would not demolish or materially alter in an adverse manner those physical characteristics of the historic district that convey its historical significance, and that justify its eligibility for inclusion in the California Register. The character-defining features of the Midcentury Recreation Historic District would continue to be represented in the collection of buildings that comprise the historic district. These physical characteristics are generally

shared features of the contributing buildings that convey their collective association with the Midcentury Modern style and their recreational use. The majority of the original sites, structures, and buildings that contribute to the historic district would remain intact. Within the clubhouse category of contributors, with demolition of the clubhouse 13 out of an original 22 contributors would remain. Due to the scattered geography of the discontinuous district, the loss of one contributor would not cause a visual impact to the Midcentury Recreation Historic District. Thus, the collection of contributors to the historic district in the clubhouse category would continue to represent a strong collection of Midcentury Modern recreational facilities. Therefore, the demolition of the clubhouse would not result in a significant adverse impact as the Midcentury Recreation Historic District as the district would retain sufficient integrity to qualify for listing on the California Register.

The proposed new clubhouse would be designed in a contemporary style that is compatible but differentiated from the historic features of Golden Gate Park National Register Historic District and the California Register eligible-Midcentury Recreational Historic District. The new building would be distinguished from the early 20th century buildings that contribute to the Golden Gate Park National Register Historic District without detracting from the park's setting. The contemporary style of the building would have certain features (lack of ornamentation, modern construction techniques, angled asymmetry, cantilevered shed roof, and large expanses of windows) that reference and complement the Midcentury Recreational Historic District buildings. The materials proposed for the new clubhouse would be generally compatible with the site. The new clubhouse would be oriented on the project site in a similar manner as the existing clubhouse; would not be sized in way that overwhelms the project site; and would generally be minimally visible from other areas of Golden Gate Park due to heavy tree cover surrounding the project site. Thus, the proposed project would not cause a substantial adverse change in the significance of a historical resource.

Therefore, the proposed new construction would result in less-than-significant impacts on the Golden Gate Park National Register Historic District and the Midcentury Recreational Historic District.

Furthermore, the proposed project would install an interpretive display on the project site and would conduct HABS written and photographic documentation, as described above under Project Description. These project features would further reduce the project's less-than-significant impact on historical resources.

Biological Resources. The proposed project would not have a significant effect on the environment due to unusual circumstances with regards to biological resources. The project site is located in Golden Gate Park, an urban park within the limits of San Francisco. In San Francisco, public parks and recreation facilities are routinely maintained, repaired, upgraded, or programmed. The project sponsor, the San Francisco Recreation and Park Department, has undertaken maintenance, repair, landscaping, and new construction projects within Golden Gate Park in the past. These past projects include, among others, the remodeling of the Stow Lake Boat House,³ renovation and maintenance of pedestrian paths and a playground,⁴ implementation of the Golden Gate Park Forestry Program's Tree Abatement and Pruning project, the demolition of a nursery in the San Francisco Botanical Gardens and construction of a new

³ Planning Department Case No. 2011.0138E

⁴ Planning Department Case No. 2011.1070E

nursery on the site,⁵ and the construction of a new café adjacent to the California Academy of Science building.⁶

The project site consists of hardscape (tennis courts and walking paths), the tennis clubhouse, and landscape areas. The proposed project would remove the existing clubhouse and tennis courts and construct a new clubhouse, tennis courts, and a pickleball court within the same footprint as the existing facilities; remove 23 existing trees and plant 24 new trees in other locations across the project site; and establish an approximately 6,100-sf landscaped viewing garden just south of the new clubhouse. The proposed work is not unusual for a public recreation facility within an urban park.

Furthermore, the proposed tree removal and landscaping is subject to the federal Migratory Bird Treaty Act, California Endangered Species Act, and California Fish and Game Code. The Migratory Bird Treaty Act (MBTA) states that without a permit issued by the U.S. Department of the Interior, it is unlawful to pursue, hunt, take, capture, or kill any migratory bird. The act protects the majority of migratory bird species, and their active nests, eggs, and young. The California Endangered Species Act (CESA), established in 1984, prohibits the take of endangered and threatened species. Section 2090 of the CESA requires state agencies to comply with regulations for protection and recovery of endangered species and to promote conservation of these species. Regarding rare plant species, the CESA defers to the California Native Plant Protection Act of 1977, which prohibits importing into California, taking, and selling rare and endangered plants. Under section 3503 of the California Fish and Game Code, it is unlawful to take, possess, or needlessly destroy the nest or eggs of any bird, except as otherwise provided by the code. Section 3503.3 of the California Fish and Game Code prohibits take, possession, or destruction of any birds in the orders Falconiformes (hawks) or Strigiformes (owls), or of their nests and eggs. The proposed project would be required to comply with all local, state, and federal laws regarding birds, bats and other wildlife. Adherence to these laws ensures the project would not substantially affect biological resources.

Based on the foregoing, the proposed project does not have the potential to cause a significant effect on biological resources due to unusual circumstances.

Aesthetics. The proposed project would not have a significant effect on the environment due to unusual circumstances with regards to aesthetics. The proposed new one-story clubhouse would be of a similar height and in the same location as the existing clubhouse. Buildings of varying heights can be found within Golden Gate Park. In addition, the proposed project would not substantially alter the layout and orientation of the site, which has been used as a tennis facility since circa 1913. Up to 90 new 20-foot-tall light poles with LED lamps would be added around the tennis courts to allow for evening tennis games and events, and additional lighting would be provided for clubhouse operations and along pedestrian pathways on the site. However, lighting around tennis courts and pedestrian pathways is a typical feature of this type of recreational facility. For example, the tennis courts at the Glen Canyon Park, Hayes Valley Playground, Margaret S. Hayward Playground, and other tennis facilities in San Francisco have light poles with lamps of a similar height to what is proposed for the project site.

Furthermore, the proposed project would be subject to the City's Green Building Code, which requires all newly constructed non-residential buildings to design interior and exterior lighting such that zero direct-beam illumination leaves the building site, except for emergency lighting and lighting required for

⁵ Planning Department Case No. 2012.0541

⁶ Planning Department Case No. 2013.0925E

nighttime activity. In addition, the proposed project would be subject to and would comply with San Francisco Planning Code section 139, which establishes guidelines aimed at limiting glare from proposed buildings, and the San Francisco Standards for Bird-Safe Buildings which requires that new structures do not create a substantial source of glare.

For the reasons described above, the proposed project does not have the potential to cause a significant effect on aesthetics due to unusual circumstances.

Cumulative Impacts. There is no possibility of a significant cumulative effect on the environment due to the proposed project for the following reasons.

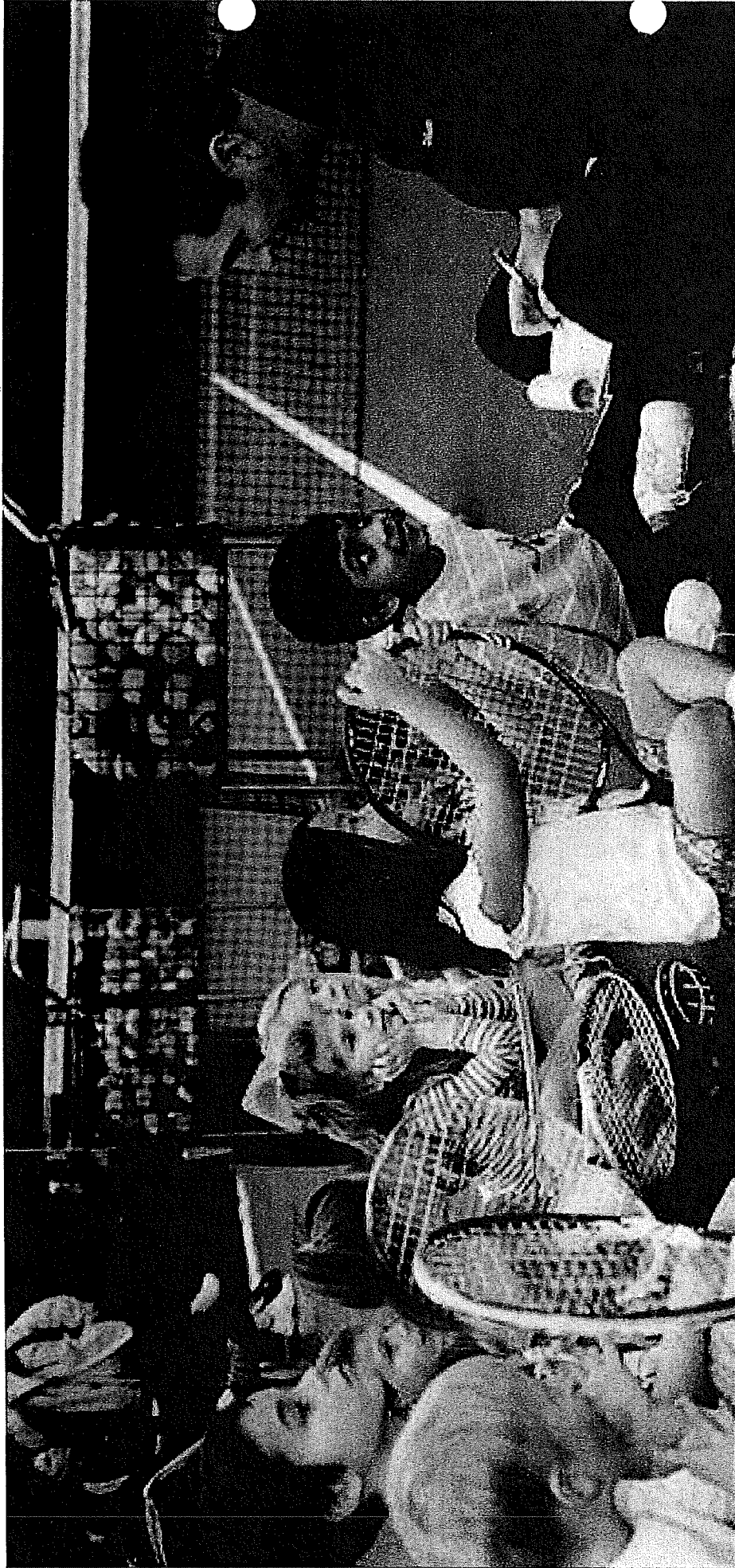
The geographic context for evaluation of cumulative impacts to the Golden Gate Park National Register Historic District and the Midcentury Recreation Historic District is proposed projects that would demolish or alter a contributor to these historic districts. The San Francisco Recreation and Parks Department has submitted applications to the planning department to demolish the J.P. Lang Softball Field bleachers and renovate the Rossi Pool building. Both properties are contributors to the Midcentury Recreation Historic District. With the proposed demolitions of Golden Gate Park Tennis Clubhouse and the J.P. Lang Softball Field bleachers, a total of 26 contributors to the historic district would remain intact (approximately 57 percent of the original district's contributors). The J.P. Lang Softball Field bleachers fall within the "other recreation bond improvements/special projects" category. Demolition of the bleachers would reduce the number of contributors to that grouping to 7 out of a total of 9, which would leave approximately 78 percent of contributors in that category. Thus, the majority of historic district contributors would remain for both the overall number of contributors (26 of 46 original contributors) and with regards to contributors within the other recreation bond improvements/special projects category (7 of 9 original contributors).

Moreover, all of the character-defining features of the Midcentury Recreation Historic District that convey its historical significance and that justify its eligibility for inclusion in the California Register would continue to be represented in the collection of buildings that comprise the historic district. These physical characteristics are generally shared features of the contributing buildings that convey their collective association with the Midcentury Modern style and their recreational use.

The cumulative projects are not contributors to the Golden Gate Park National Register Historic District, and there are no known reasonably foreseeable projects that would include demolition or alteration to a contributor to this historic district. Thus, cumulative development projects could not combine with the proposed project to result in cumulative impacts to the Golden Gate Park National Register Historic District.

Therefore, no cumulative impacts to historical resources would occur.

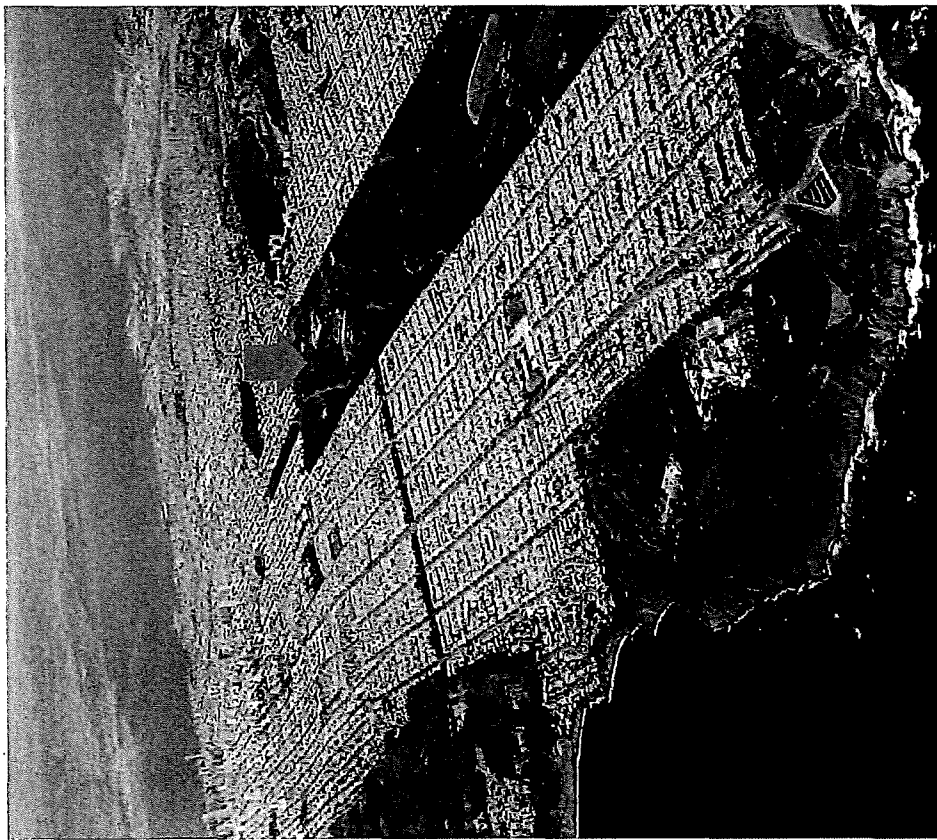
Conclusion. The proposed project satisfies the criteria for exemption under the above-cited classification(s). In addition, none of the CEQA Guidelines Section 15300.2 exceptions to the use of a categorical exemption applies to the proposed project. For the above reasons, the proposed project is appropriately exempt from environmental review.



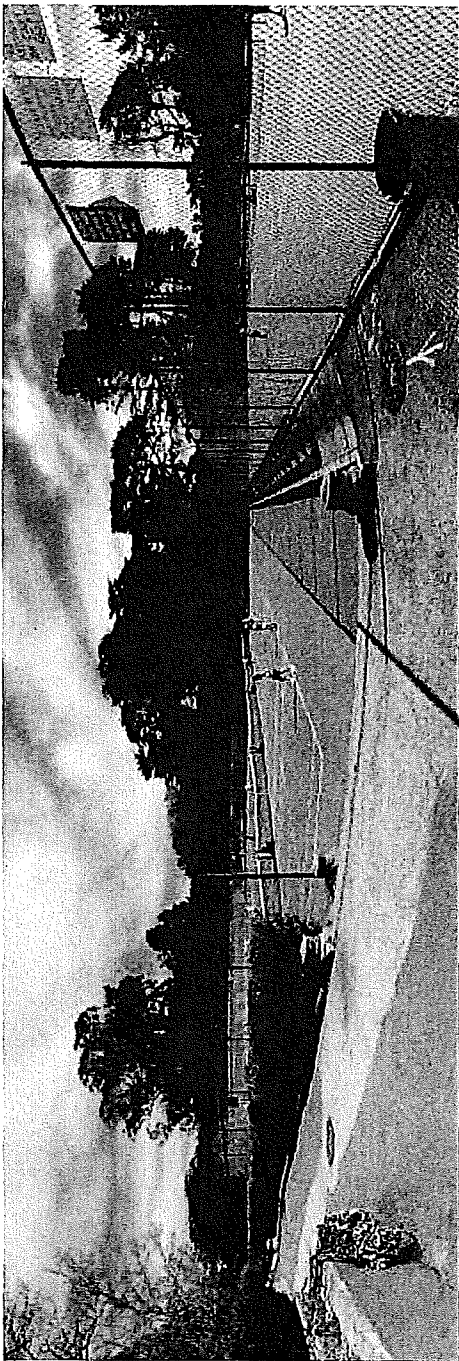
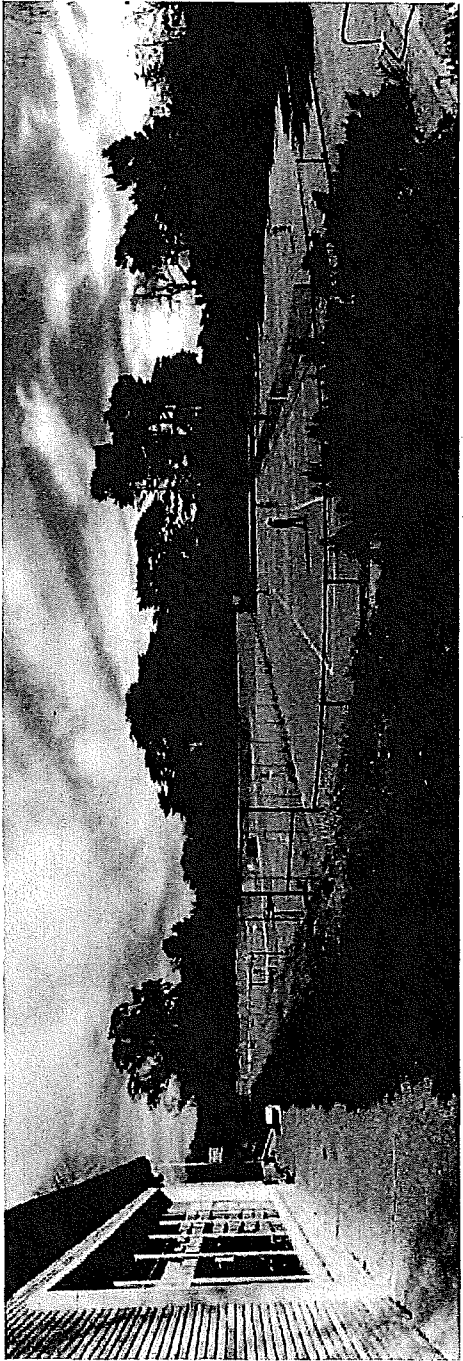
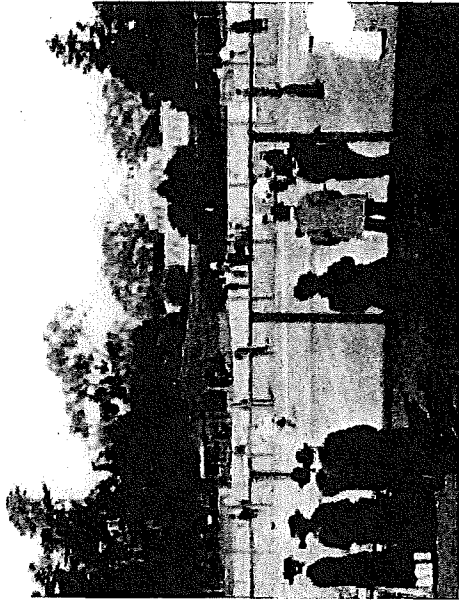
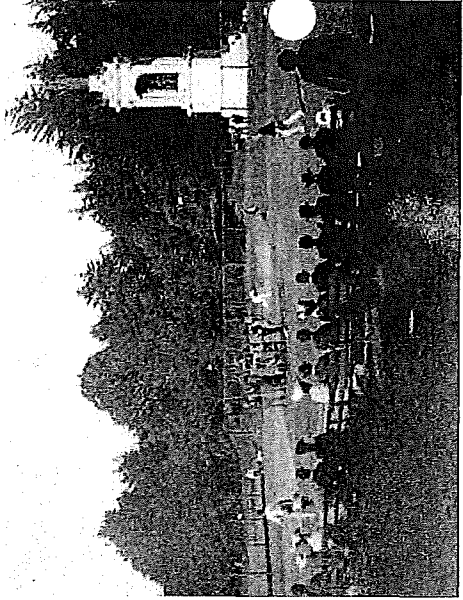
GOLDEN GATE PARK TENNIS CENTER

Preliminary Design Presentation

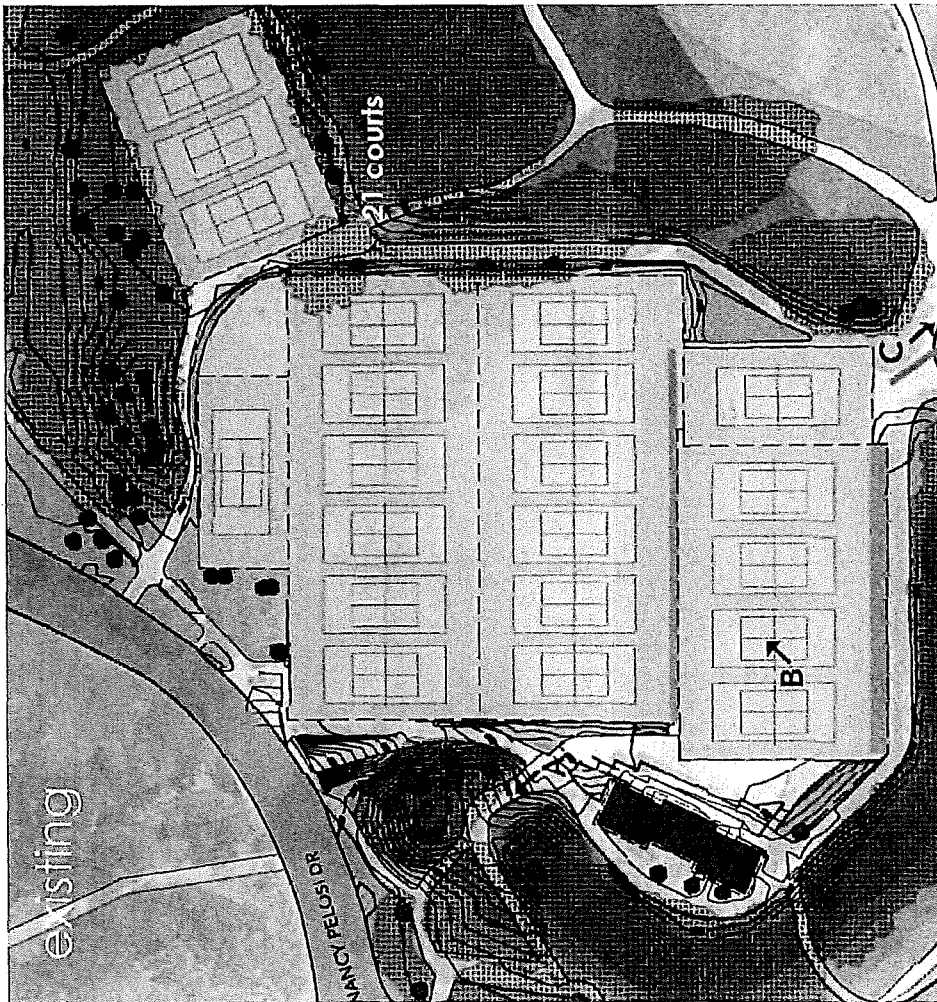
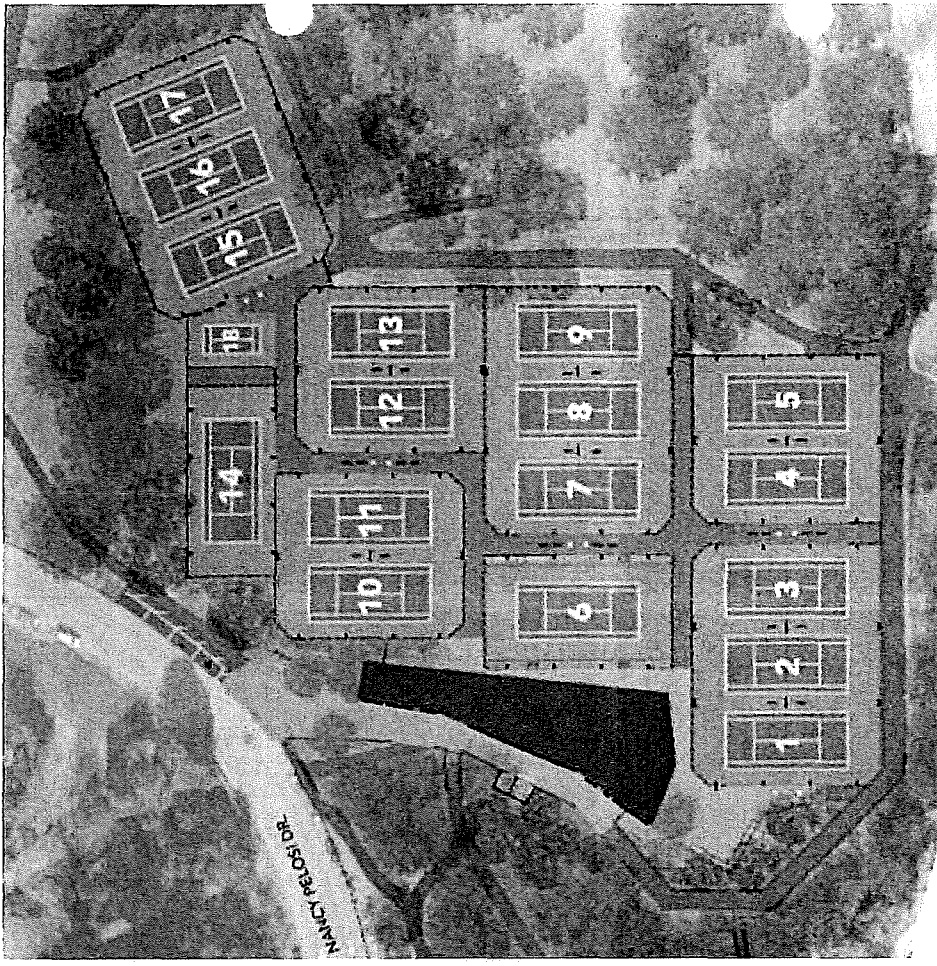
February 2018



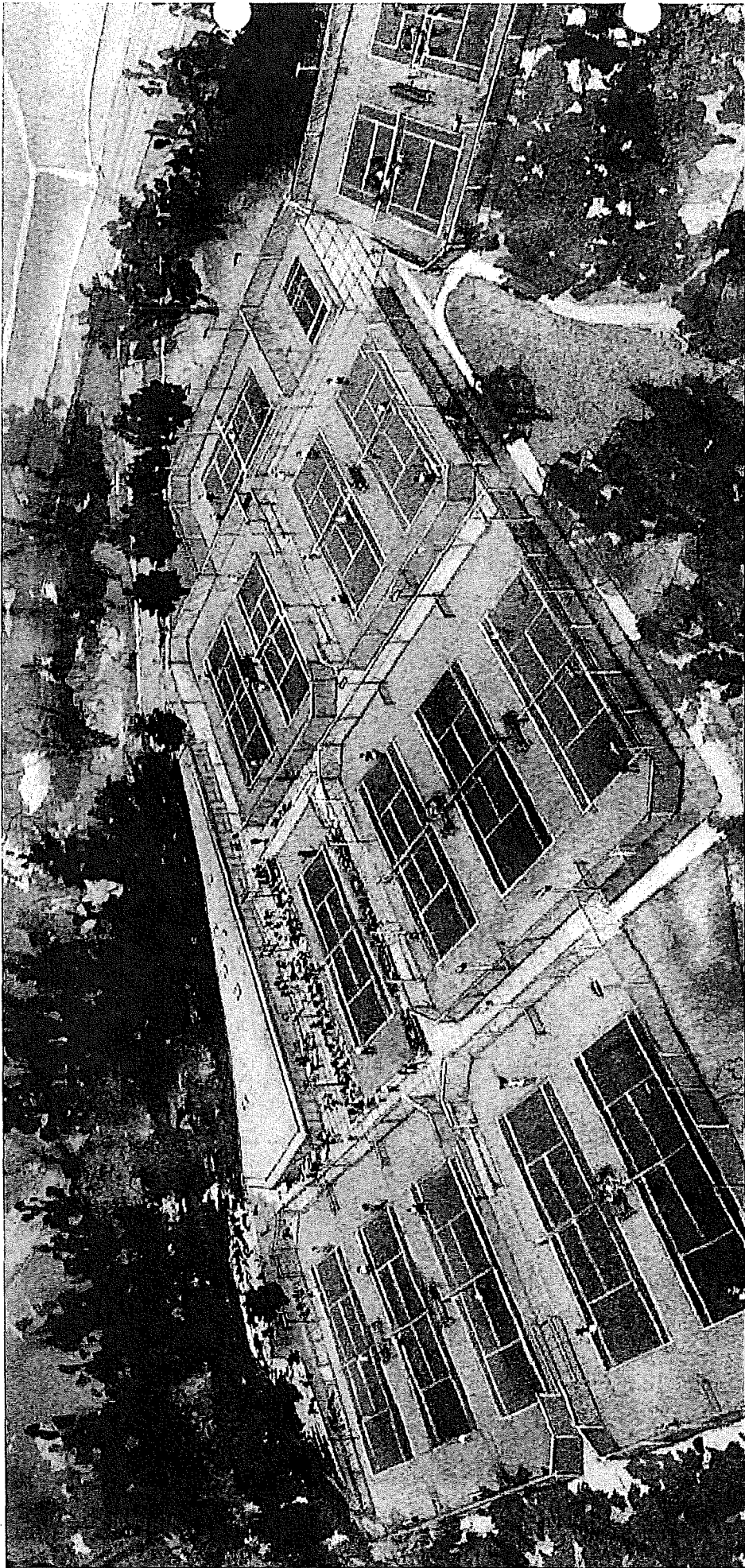
LOCATION



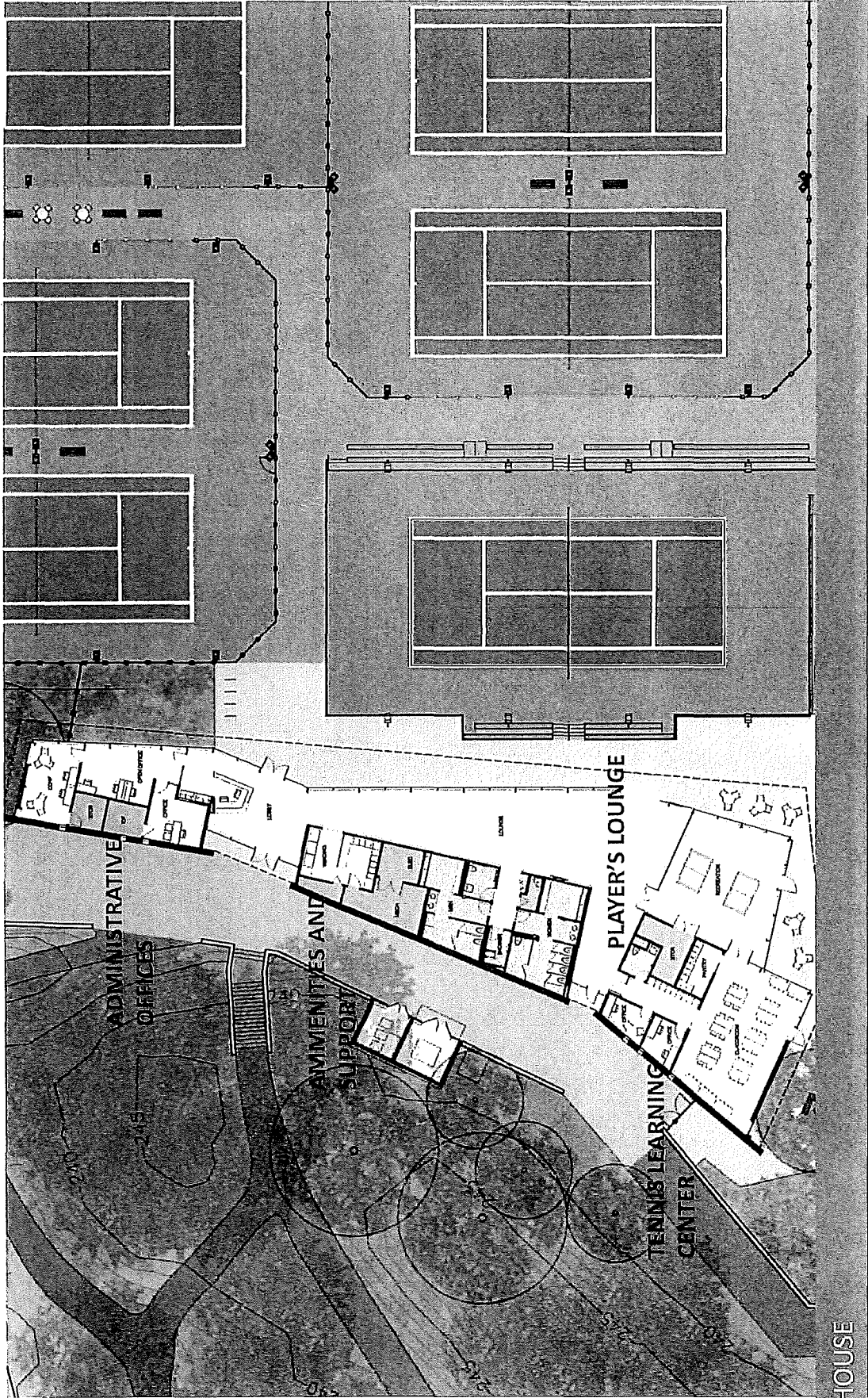
HISTORY



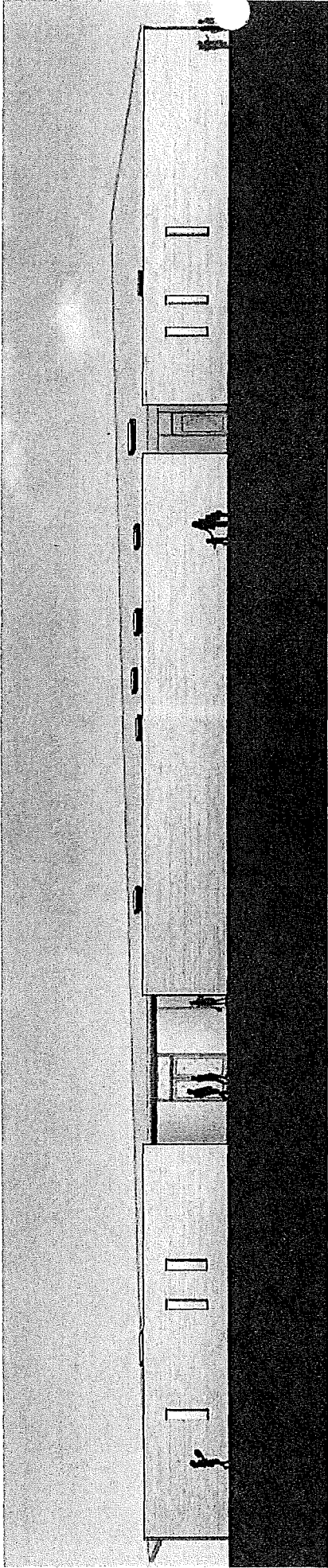
OVERVIEW



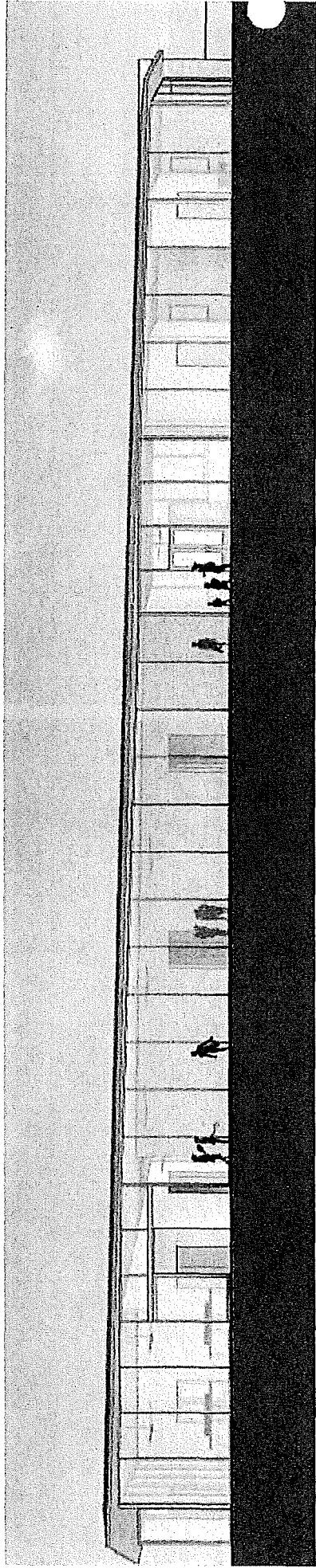
THE VISION



CLUBHOUSE

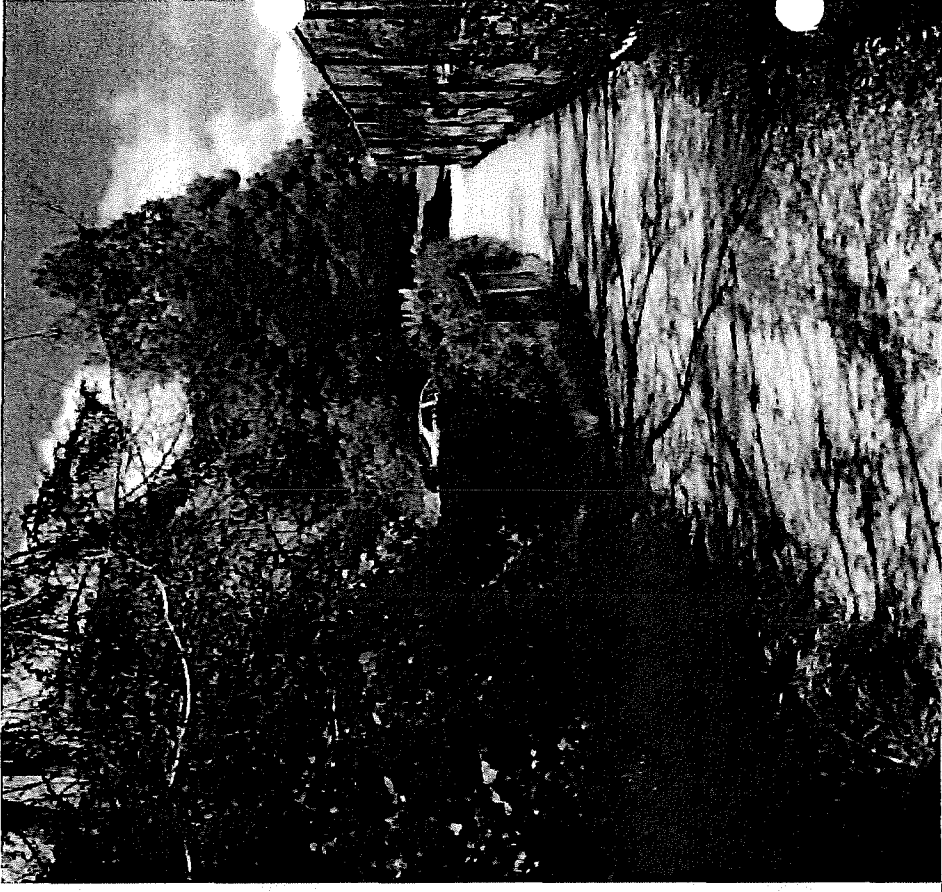


West: facing berm

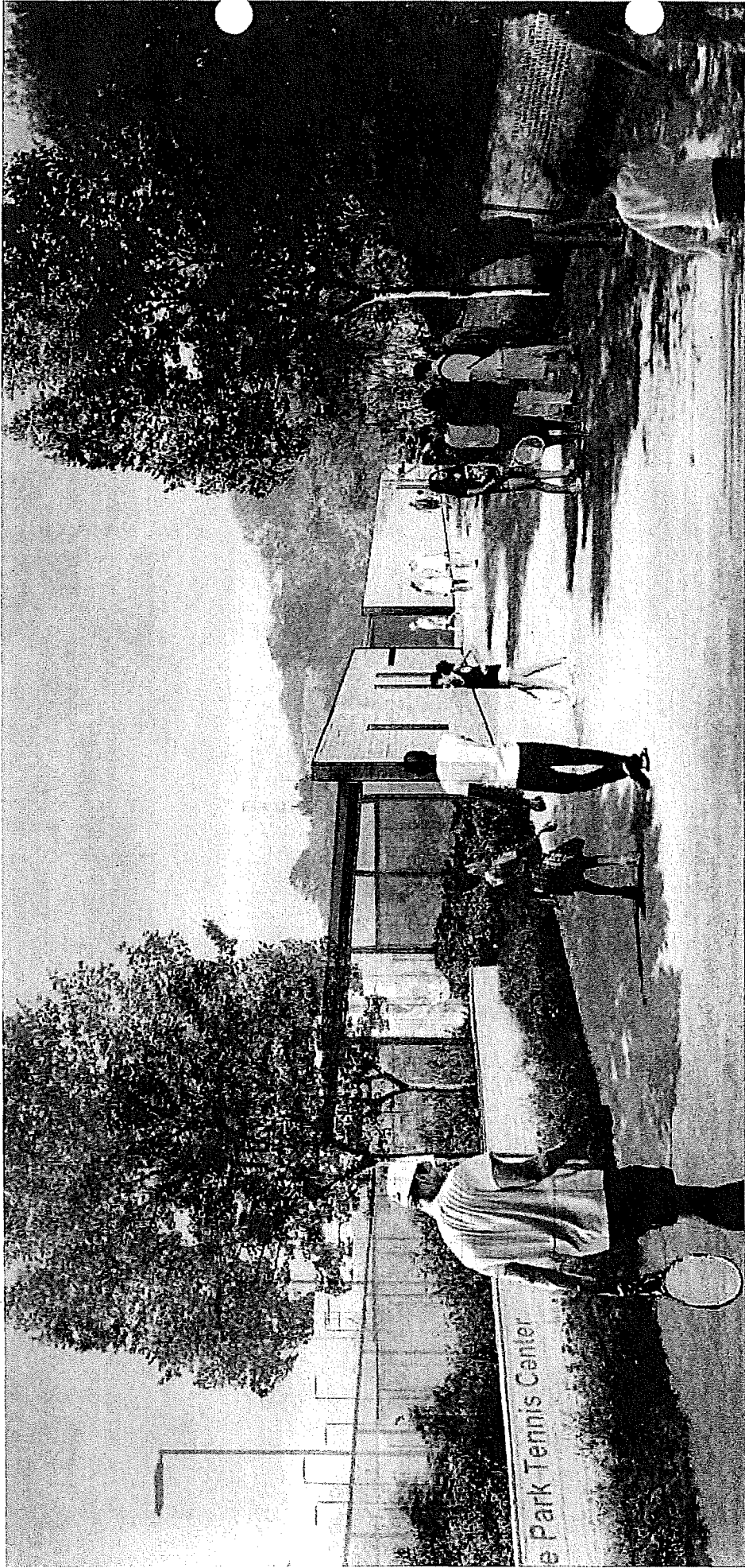


East: facing courts

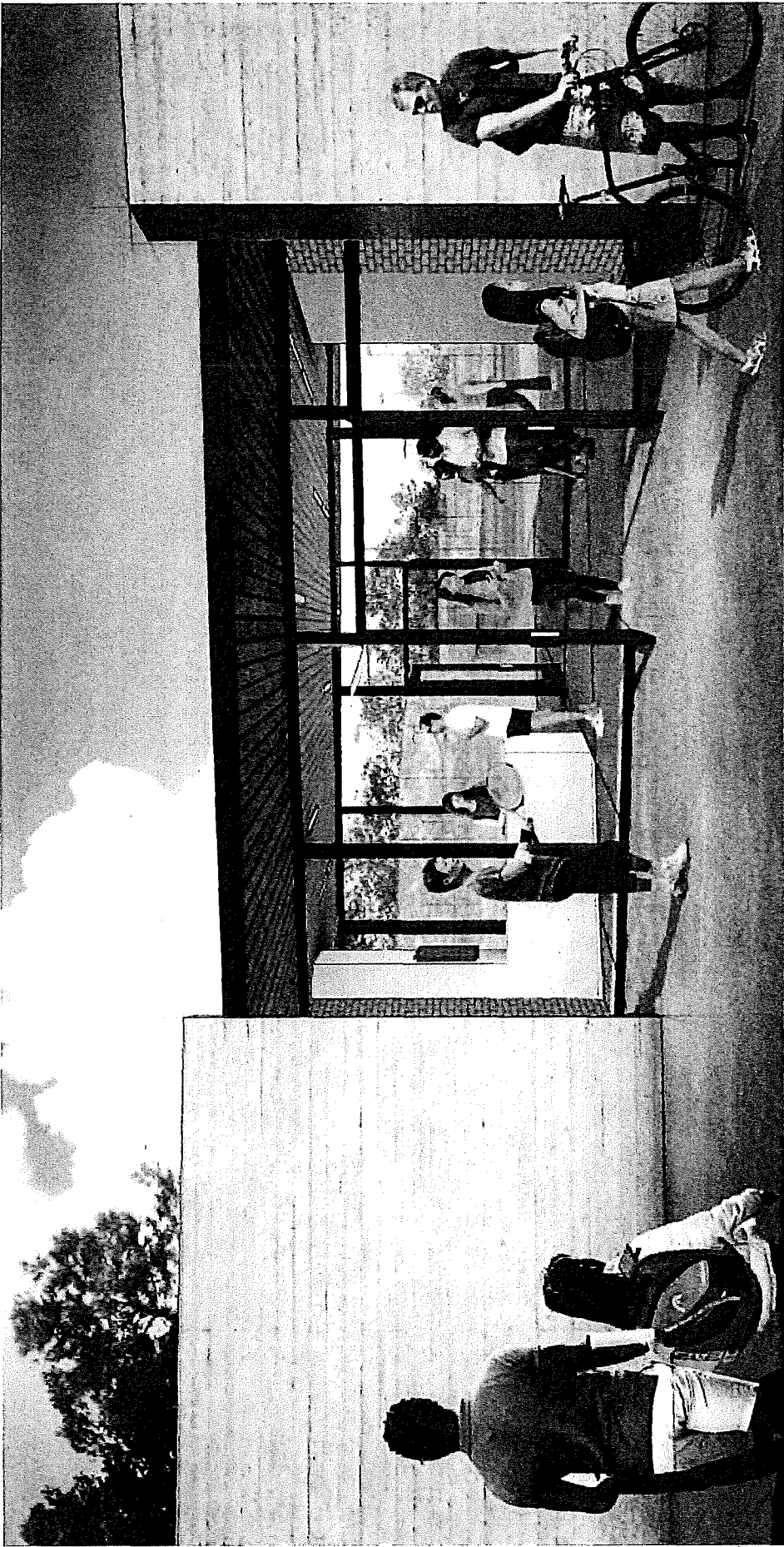
ELEVATIONS



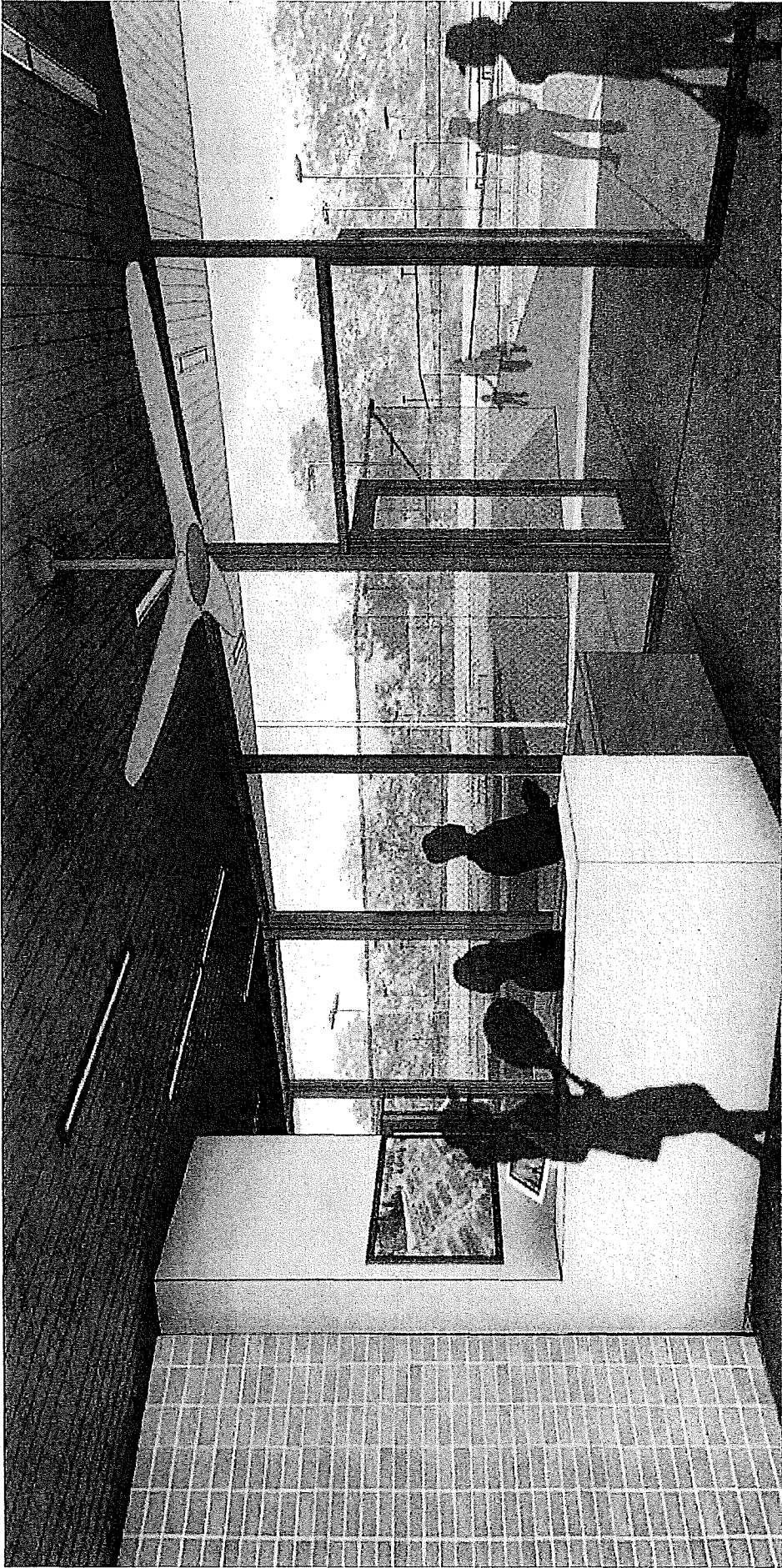
EXISTING ENTRANCE



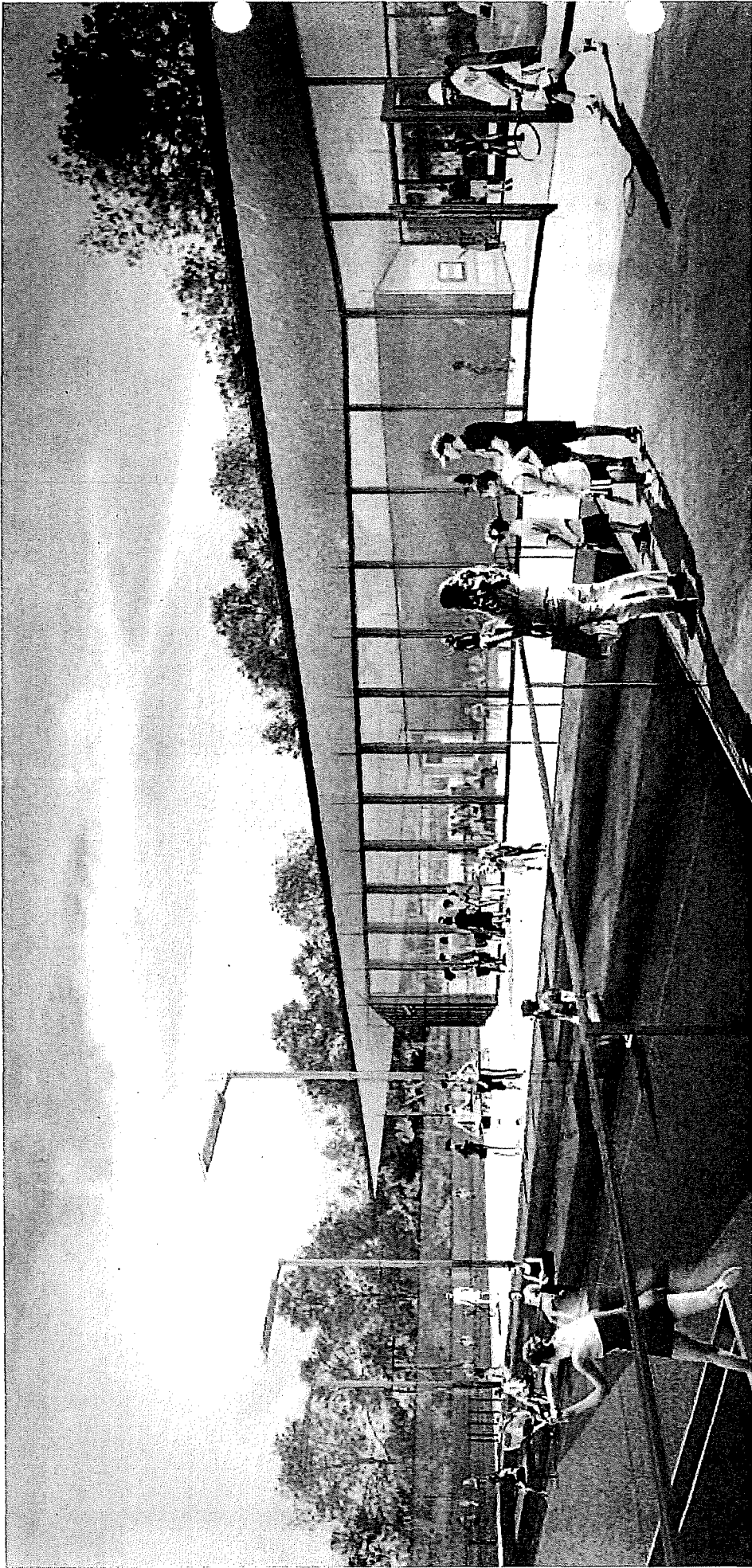
PROPOSED ENTRANCE



MAIN ENTRY



RECEPTION



FEATURE COURT

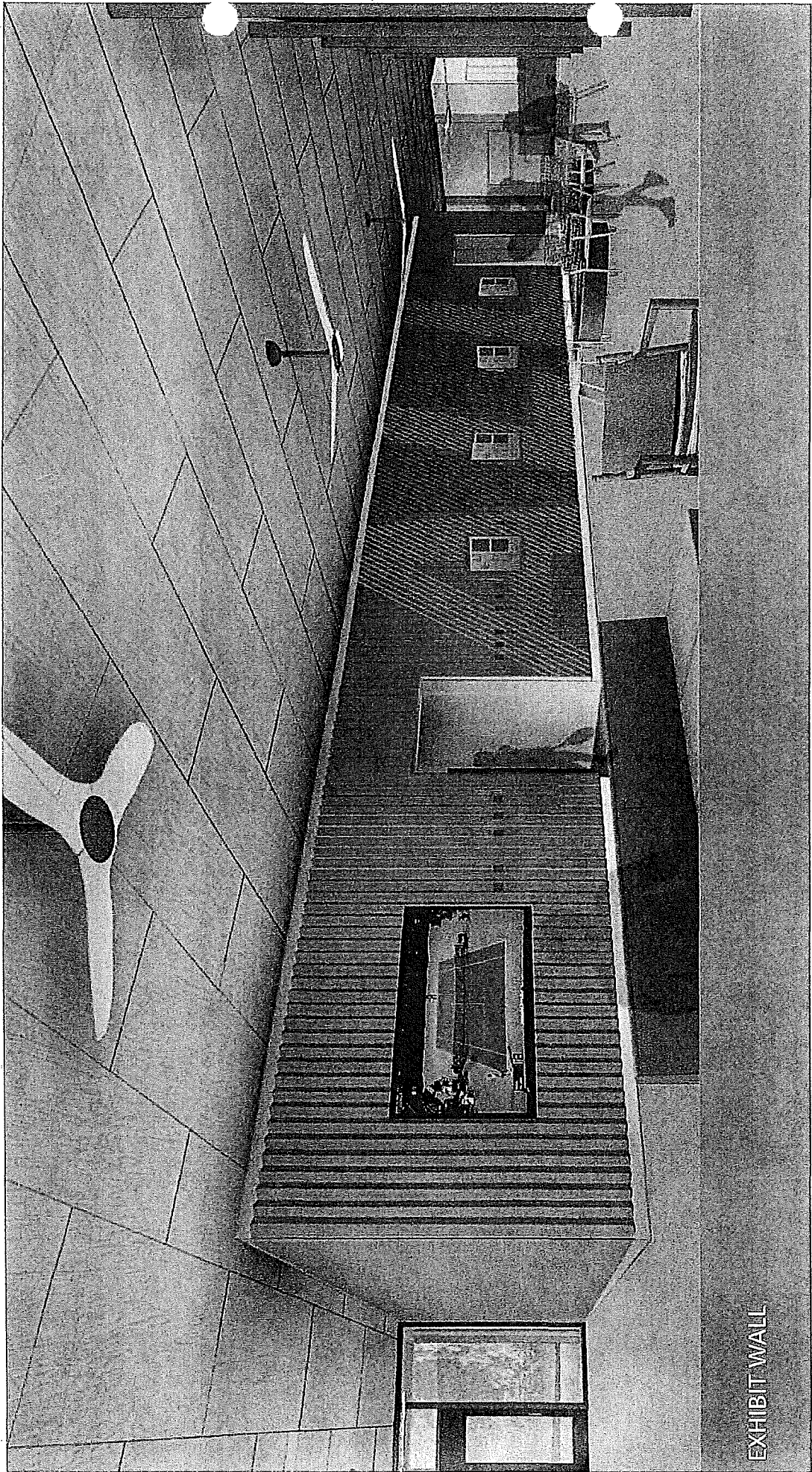


EXHIBIT WALL

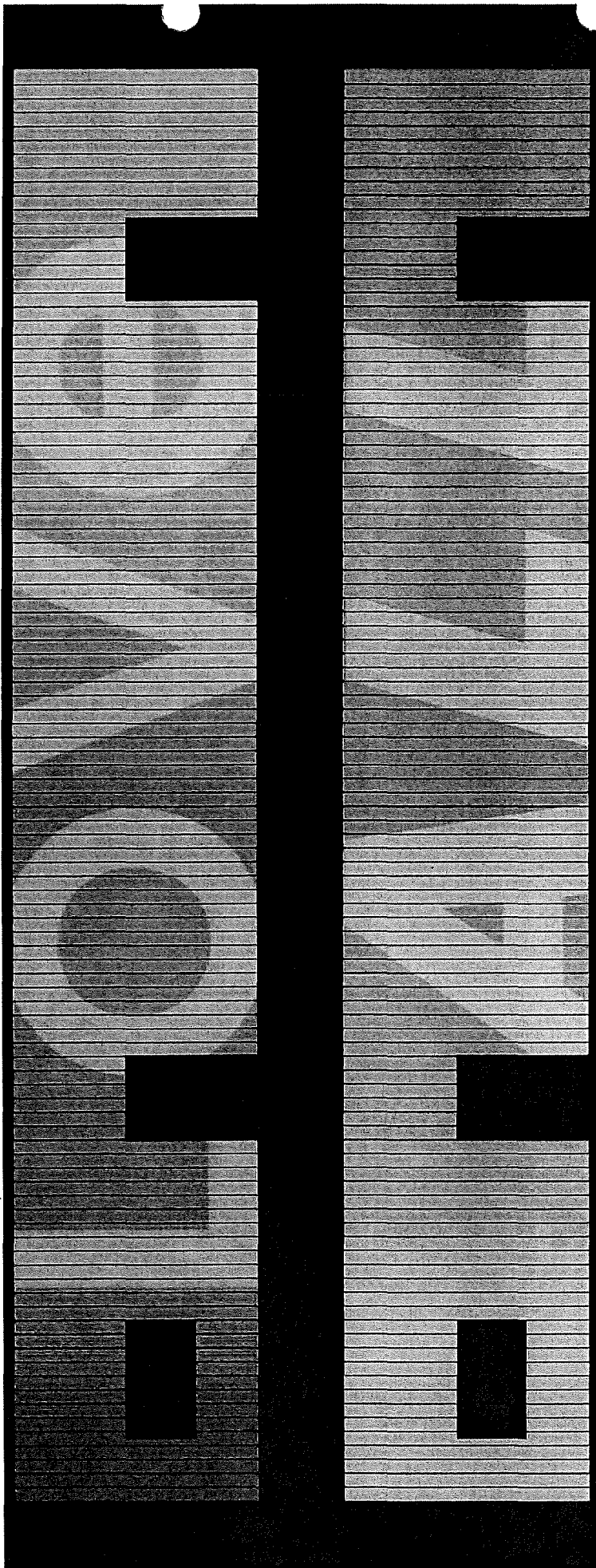
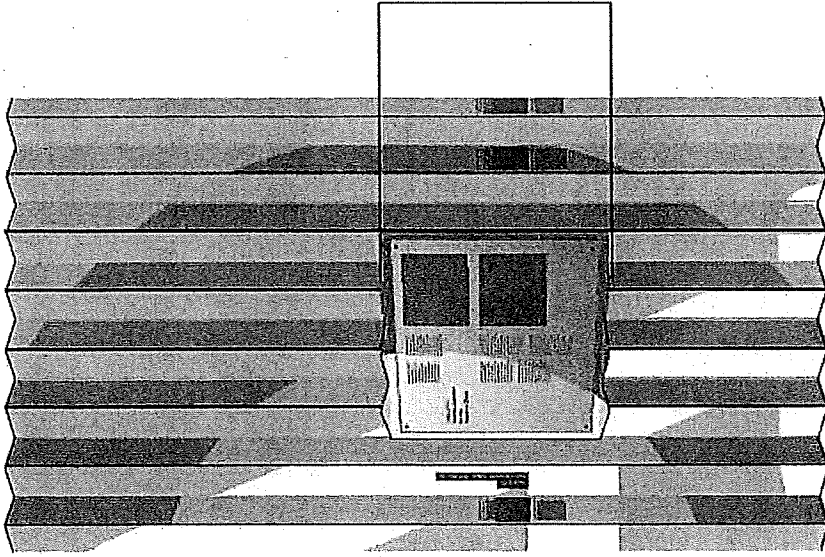
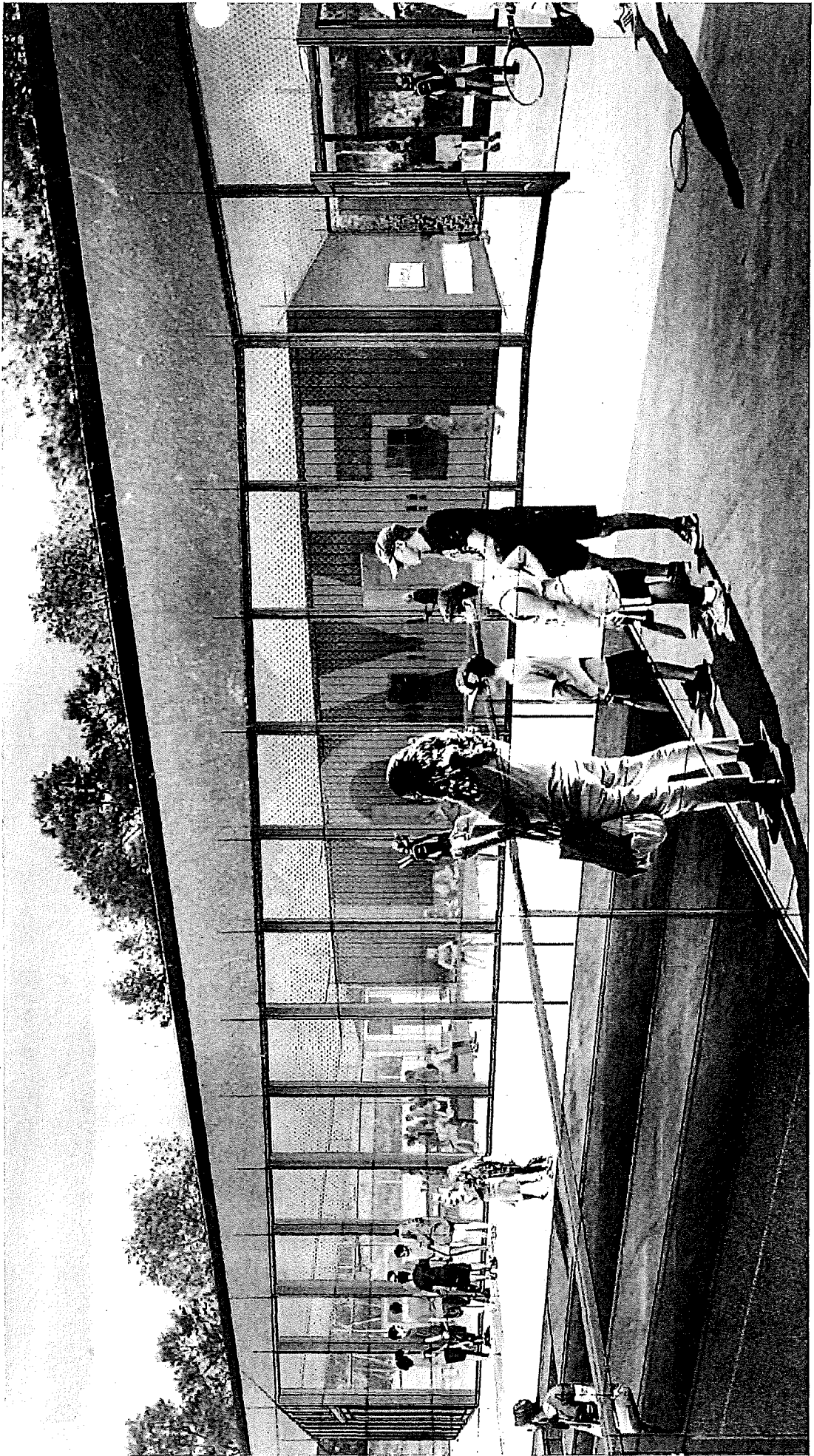


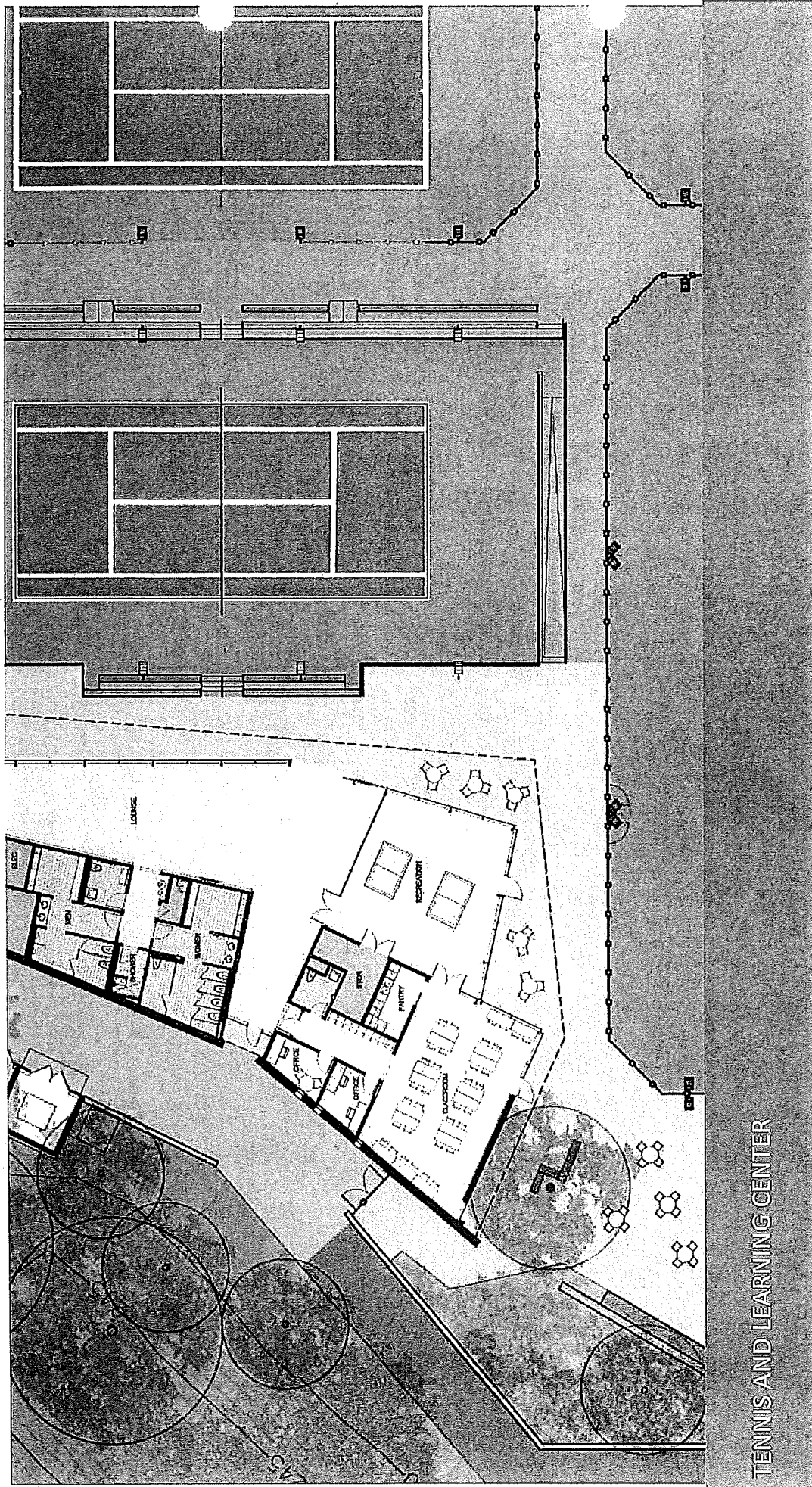
EXHIBIT WALL DETAIL



Alcove with acrylic panel
Alcove: Approx. 40in. x 40in.
Acrylic panel: Approx. 36in. x 36in.

EXHIBIT WALL PANELS

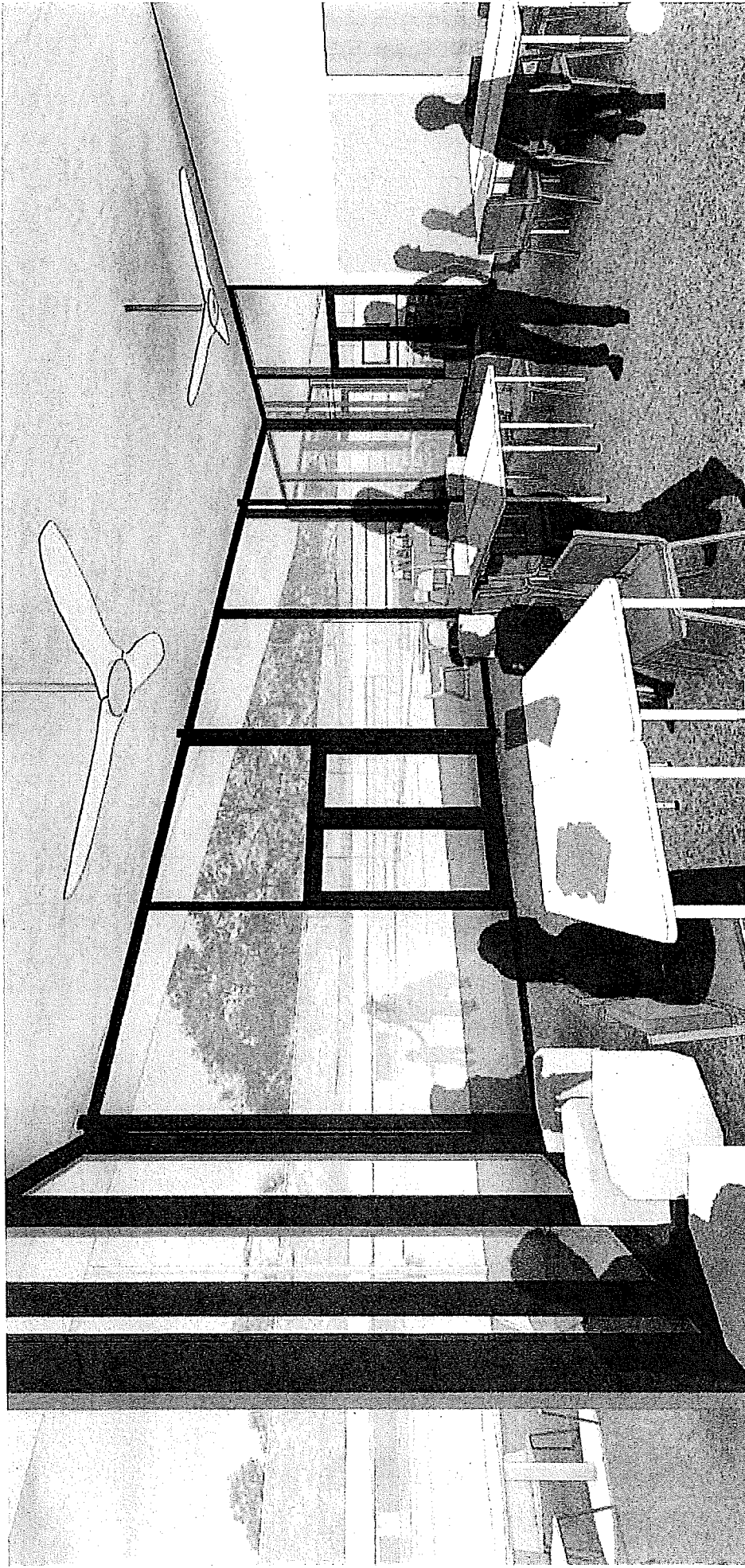




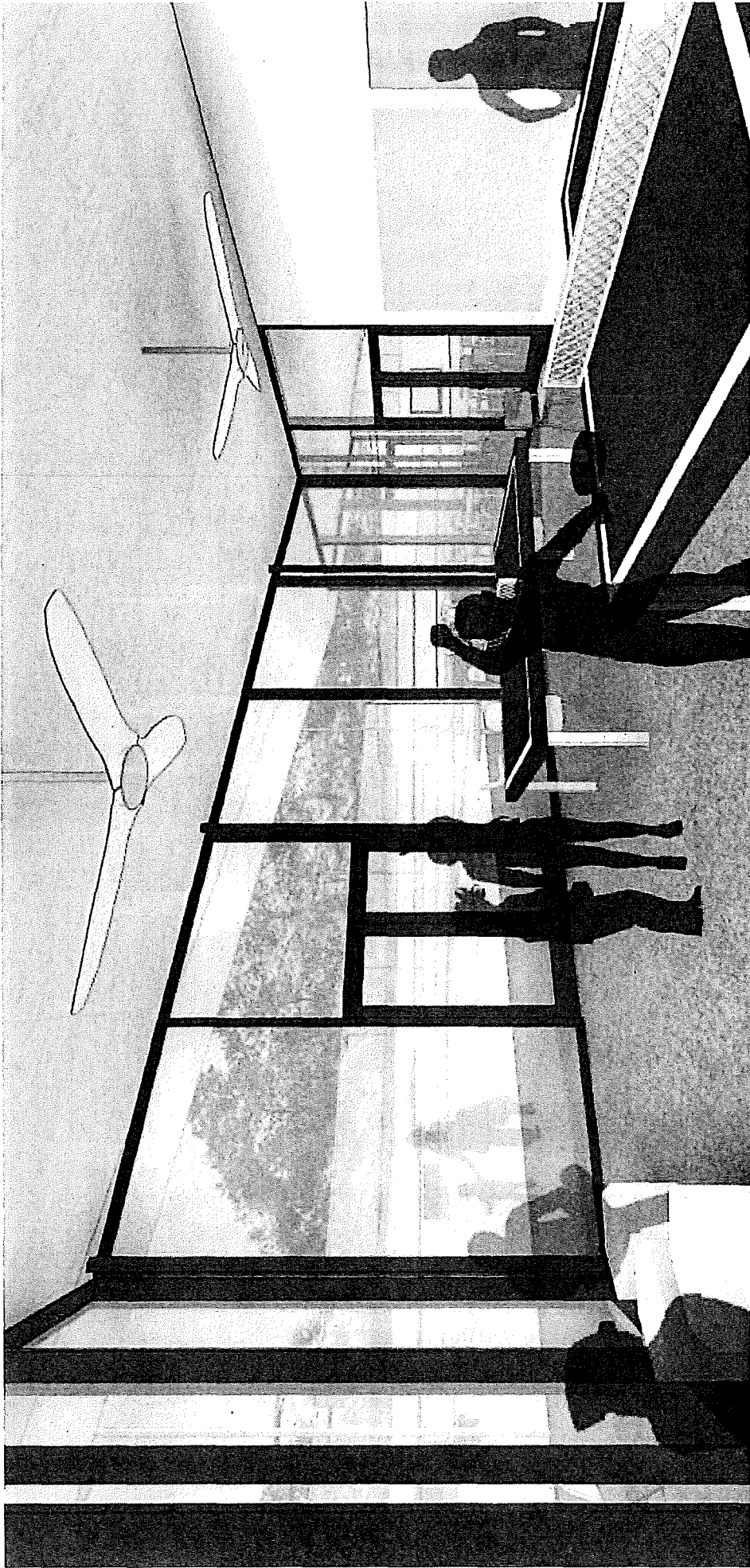
TENNIS AND LEARNING CENTER



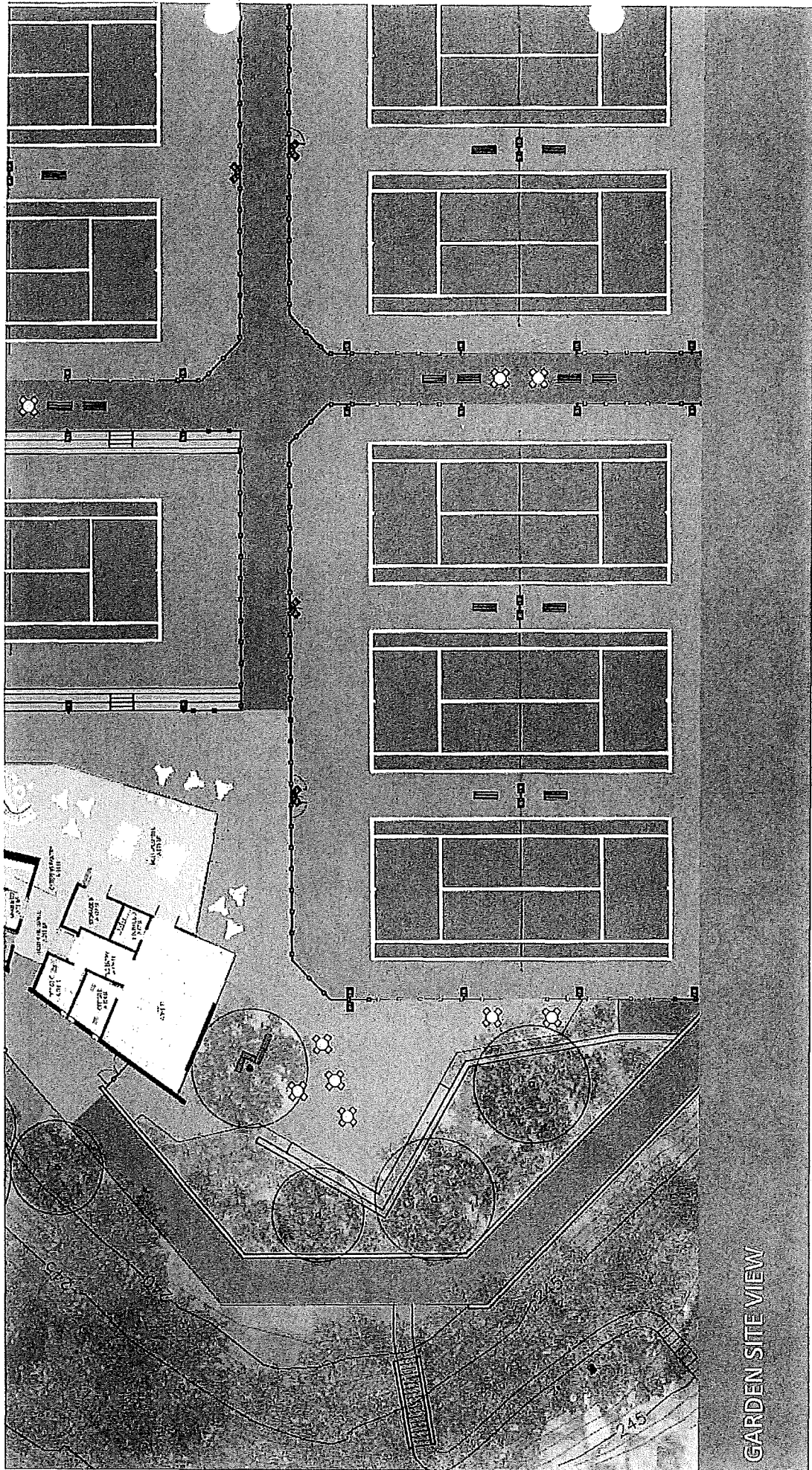
TLC DEDICATED CLASSROOM



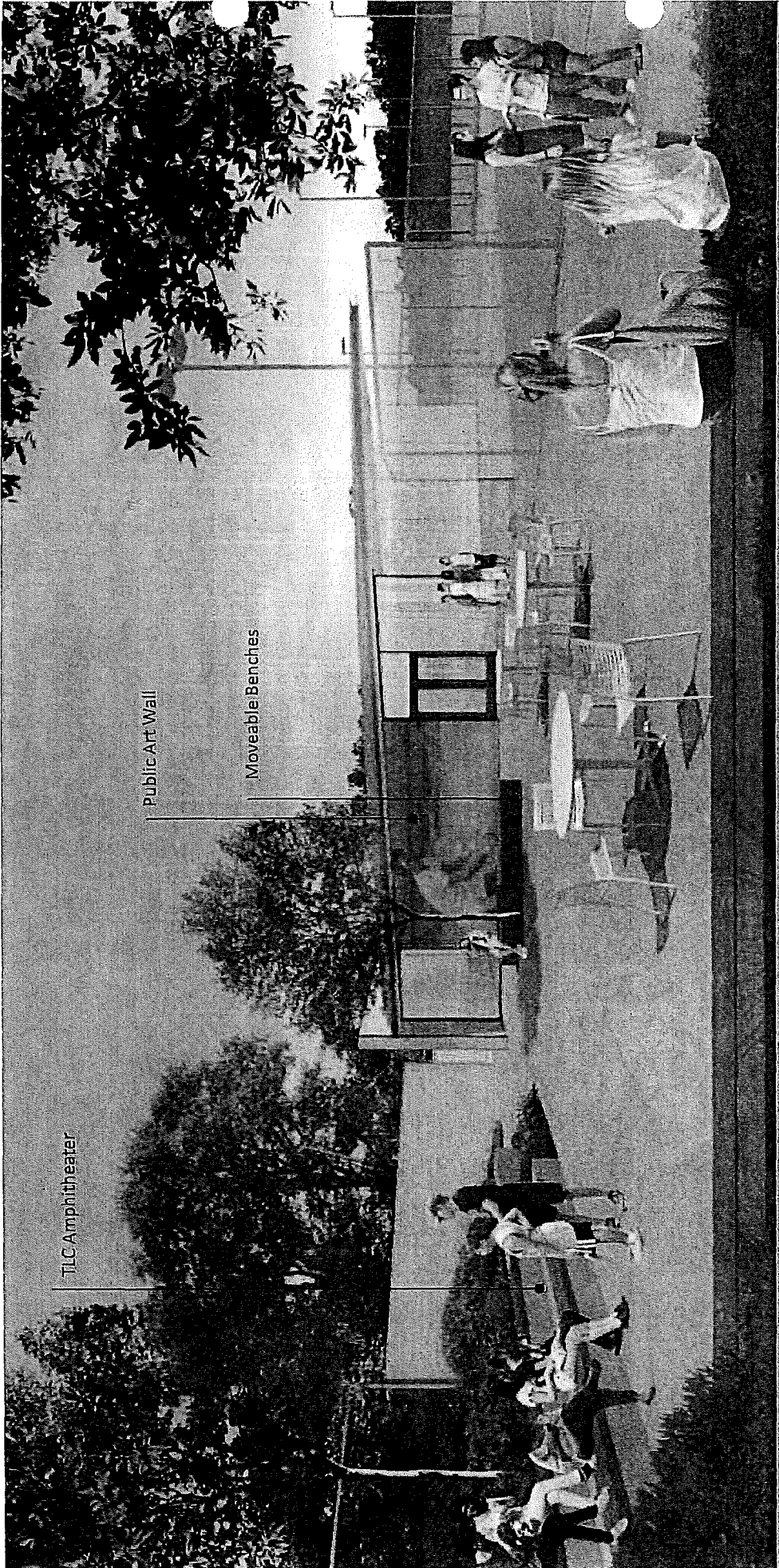
REC ROOM - TLC OVERFLOW



REC ROOM - TABLE TENNIS



GARDEN SITE VIEW

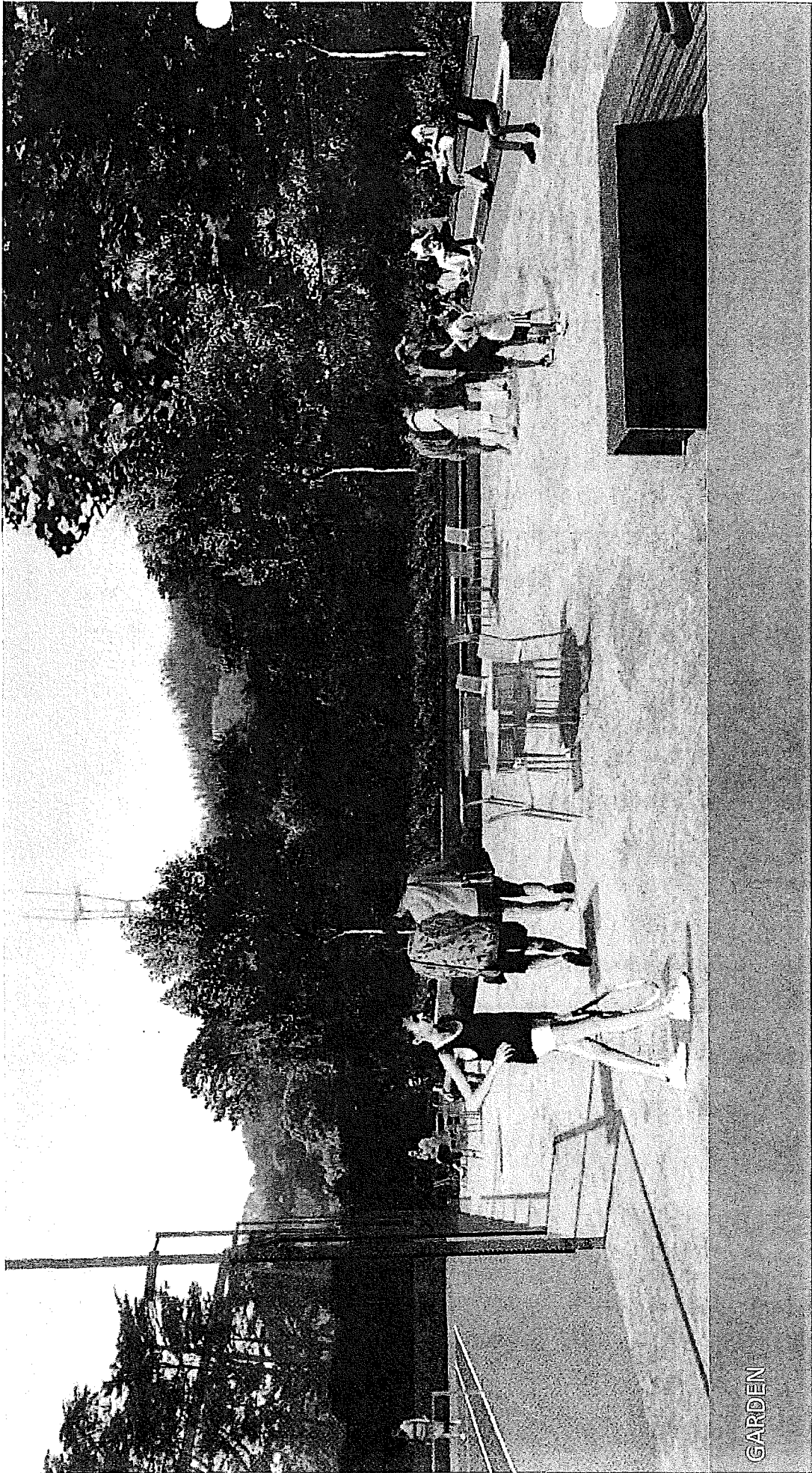


TLC Amphitheater

Public Art Wall

Moveable Benches

GARDEN with ART WALL



GARDEN



Mayor Mark Farrell
Phil Ginsburg, General Manager

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Daliah Khoury, Deputy Director of Development
DATE: February 16, 2018
SUBJECT: Enlarge Clubhouse and Grant In-Place Resolution for Subject Grant
GRANT TITLE: Golden Gate Park Tennis Center

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

- Proposed grant resolution; original signed by Department, Controller
- Grant information form, including disability checklist
- Grant budget
- Grant award letter from funding agency
- Other (Explain): Grant Acceptance Agreement, Concept Design Plans, CEQA Certificate of Determination

Special Timeline Requirements: n/a

Departmental representative to receive a copy of the adopted resolution:

Name: Daliah Khoury

Phone: (415) 831-6897

Interoffice Mail Address: RPD, McLaren Lodge, 501 Stanyan Street

Certified copy required Yes

No X

(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).

180464

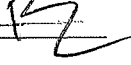
Print Form

Introduction Form

By a Member of the Board of Supervisors or Mayor

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO

2010 MAY -1 PM 4:05
Time stamp

BY _____ 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 inquiries"
- 5. City Attorney Request.
- 6. Call File No. from Committee.
- 7. Budget Analyst request (attached 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

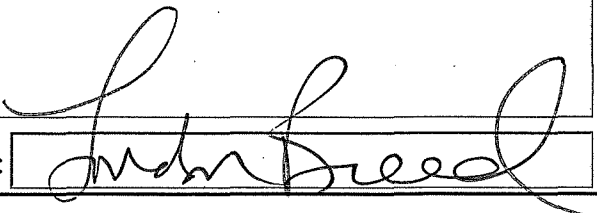
Note: For the Imperative Agenda (a resolution not on the printed agenda), use the Imperative Form.

Sponsor(s): Safai

Subject:

The text is listed:

Signature of Sponsoring Supervisor:



For Clerk's Use Only

