

May 28, 2025

Supervisor Shamann Walton  
San Francisco Board of Supervisors  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

Dear Supervisor Walton,

We appreciate the opportunity to clarify the Recreation and Park Department's relationship with the San Francisco Parks Alliance (SFPA), the timeline of events, and the actions we've taken. Please find a list of documents responsive to your request, attached here as Exhibits A-O.

As I shared when we spoke, I will be in Chicago for my daughter's college graduation so senior members of my staff will present at the hearing and are fully prepared to respond to questions, provide documentation, and assist in the discussion.

### **Role of SFPA in Public Spaces**

Historically, SFPA has served two primary roles.

1. SFPA is one of a number of local and national non-profits that the Department has partners with to support our parks. On a limited number of projects, SFPA has served as a partner to the Department by assisting in project tasks such as fundraising and activation efforts. In recent years, these projects have included India Basin Waterfront Park, the Goldman Tennis Center, LetsPlaySF and our Memorial Bench Program.
2. SFPA also acts as a fiscal sponsor for community-led efforts to improve public spaces. The fiscal sponsorship program allows neighborhood park volunteer groups to accept donations and expend funds under SFPA's nonprofit status and provides them access to insurance and other administrative support. Community groups choose their own fiscal sponsor based on what fits their needs. We do not require community groups to use a specific fiscal sponsor.

### **Role of Philanthropy**

Public-private partnerships have been vital to maintaining San Francisco's park-system as one of the best in the world. In the past 15 years alone, more than \$250 million in philanthropic support has come to the Department through dozens of partners. This support has helped transform parks from the Tenderloin to the Bayview, renovate playgrounds and plazas, and deliver community-driven projects that reflect the city's diversity and values. The San Francisco Parks Alliance is one of numerous nonprofit partners supporting this work. Other important partners include the Trust for Public

Land, the San Francisco Foundation, the Francisco Park Conservancy, the Gardens of Golden Gate Park, Kaboom, City Fields Foundation, Friends of the Randall Museum, Street Soccer USA, Bay Area Young Survivors, the San Francisco Giants Community Fund, the Golden State Warriors Community Foundation and many others.

### **Current Agreements**

We have eleven current agreements with the San Francisco Parks Alliance.

- 1) SFPA-RPD MOU Agreement and Amendment
- 2) India Basin Waterfront Park
  - a. Pritzker Grant Agreement and Amendments
  - b. San Francisco Foundation (SFF) Agreement
  - c. SFF Agreement – SFPA Related Agreement
- 3) Golden Gate Park Tennis Center Agreement
- 4) Let'sPlaySF!
  - a. Stern Grove Playground Agreement
  - b. Buchanan Mall Playground Agreement
- 5) Commemorative Bench Program Agreement
- 6) Golden Gate Park Bandshell Spreckels Temple of Music
  - a. Agreement
  - b. Amendment
- 7) Elk Street Mural Permit
- 8) Allyn Park Acknowledgement letter

Two of these agreements are permits: one for the installation of new amenities at the Golden Gate Park Bandshell Spreckels Temple of Music and one for the Elk Street Mural at Glen Canyon Recreation Center.

The India Basin project is a five-way public-private partnership with the Parks Alliance, Trust for Public Land, A. Philip Randolph Institute and – beginning in 2023 – the San Francisco Foundation. Through deep community engagement, the partners intend to deliver not only a renovated 10-acre park in the Bayview, but also at least \$15 million in activation and community benefits. Since its inception, the partners have delivered two of the three phases of this construction project along with numerous community benefits tied to workforce development, small business opportunities, arts and culture, health and wellness, youth and senior programs and special events. We are planning to go into construction on the last section of this park in weeks. The Parks Alliance's primary



role on this project was handling some administrative tasks and putting on programming in coordination with the initiative's community partner. We should note that effective April 30, 2025 SFPA is no longer an active partner on this project pending resolution of the City's finance and accounting concerns addressed below.

The Golden Gate Park Tennis Center was completed and opened to the public in 2021. We included the agreement here because its term is 50 years in order to extend donor recognition opportunities during this period. For this project, the Parks Alliance served both as a partner and the fiscal sponsor for the Tennis Coalition of San Francisco and held the design and the major construction contract for this project.

The Stern Grove Playground Renovation, now in construction, is the 12<sup>th</sup> of 13 playgrounds transformed through the Let'sPlaySF! initiative. Last renovated in the 1980s, the project reimagines the playground as a whimsical village of treehouses, offering nature-based play for children ages 2–12. Community input shaped a design that honors the park's woodland character while enhancing safety, accessibility, and imaginative play. This \$4.1 million renovation is funded through a mix of public and private sources. The Parks Alliance holds the design contract with the project's landscape architect.

The Buchanan Mall Playground project represents the last of the Let'sPlaySF! projects and is part of the \$34 million renovation of this five-block park. As of late 2022, the Parks Alliance had provided the full cash grant intended for this project.

The Commemorative Bench Program allows individuals to honor loved ones or celebrate special moments with a personalized plaque on a park bench in San Francisco. Donations support both the Department and the Parks Alliance. In exchange for a portion of the proceeds, Parks Alliance coordinates with members of the public seeking to place a commemorative plaque on a park bench. Rec and Park staff install the plaques and identify and maintain the benches.

### **Recordkeeping Concerns**

Over the past year, our concerns with SFPA have centered primarily on delayed financial reporting, inconsistent documentation, and incomplete responses to standard requests. In response to our concerns, SFPA informed us that they had changed financial systems and brought in a new CFO. While these issues were frustrating, the explanations provided led us to believe SFPA's challenges were administrative in nature. RPD staff met with SFPA staff often throughout 2024 and early 2025 to continue to address and resolve these issues. For example, as shown in the attached email thread from December 20, 2024, our Finance and Accounting Operations Manager, Michelle Delmage, repeatedly asks for required quarterly reports and status of payment. (Exhibit P) Additionally, the Controller's Office was working on an audit of friends of groups, including SFPA.

### **Timeline and Escalation**

Our first indication of financial stress at SFPA came in June 2024, when a donor forwarded a message from then-CEO Drew Becher noting that SFPA was “cash poor” and facing a “dire cash flow shortage.” In response, I wrote to the Parks Alliance primarily to “ensure funds held at the Parks Alliance for the benefit of the Recreation and Park Department are secure and to request a formal update on Parks Alliance finances.” (Exhibit Q)

In response and at a June 27, 2024 meeting, Mr. Becher indicated that SFPA’s cash flow concerns impacted their internal operating budget and that they were reducing staff and trying to raise more non-restricted funds to help address. Mr. Becher never revealed or disclosed that restricted project or partner funds were being used to cover SFPA operating expenses. (Exhibit Q)

After multiple attempts by RPD staff to get clearer records, on January 24<sup>th</sup> 2025, I sent a follow-up letter to Mr. Becher in which I reiterated the Department’s request for information, emphasized the need to fulfill mandated and agreed-upon reporting requirements, and called for timely payments to vendors and friends’ groups. (Exhibit R)

In late February RPD learned that SFPA and Mr. Becher had severed their employment relationship. Thereafter, I had an initial meet and greet with SFPA’s incoming CEO Robert Ogilvie. Over a subsequent meeting I shared with Mr. Ogilvie SFPA’s reporting challenges and RPD’s concerns about delayed payments. Mr. Ogilvie committed to look into our concerns and report back. (Exhibit S)

In a follow-up meeting on April 14, 2025, Mr. Ogilvie confirmed SFPA’s financial troubles, informed us that SFPA had been using restricted funds to cover general operating expenses and told us he could not guarantee the availability of these restricted funds although he pledged on behalf of SFPA its intent that all accounts would eventually be made whole.

Upon learning this information, I first informed the Mayor’s Office and then the City Attorney, the Controller and Board President, Rafael Mandelman.

On April 30, 2025, after consultation with the City Attorney, we informed SFPA in writing that the Department was formally pausing all collaborative work until they met the following conditions:

1. Repayment of all funds owed to the Department for project and program accounts;
2. Compliance with all required financial reporting and documentation standards;
3. Assurance that restricted funds will be held separately and used solely for their intended purpose.

We further paused all ongoing programs with SFPA and declined to move forward with new partnerships (Exhibit S.) For example, we halted a planned improvement project

for the 22nd Street Steps that would have relied on SFPA as fiscal sponsor. That community group is now identifying a new partner before the project proceeds.

### Current Fiscal Picture

SFPA currently owes the San Francisco Recreation and Park Department an estimated \$1,124,608 across multiple projects and funds. This includes \$300,956 in obligations from active grant agreements and an estimated \$823,652 in funds held on behalf of RPD for designated purposes.

Project	Owed to RPD
<b>Active Grant Agreements with funding owed to RPD</b>	<b>\$300,956</b>
India Basin	\$271,000
FY 24-25 Annual Support & Bench Appropriation	\$29,956
<b>Active Agreements with no funding owed to RPD</b>	<b>\$0</b>
Allyne Park	\$0
Buchanan Mall Playground	\$0
Elk Street Mural	\$0
GGP Tennis Center	\$0
Spreckels Temple of Music/GGP Bandshell	\$0
Stern Grove Playground	\$0
<b>Additional Funding at SFPA</b>	<b>\$823,652</b>
Bench Program Proceeds	\$646,311
Gear Up	\$101,287
Golden Gate Park Concourse	\$75,468
Golden Gate Park Nursery	\$586
<b>Total Owed to RPD</b>	<b>\$1,124,608</b>

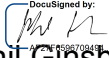
### Next Steps

We are working closely with the City Attorney's Office, the Controller, and other relevant agencies on their investigations and intend to pursue all appropriate remedies. SFPA must fully reimburse any and all funds owed to the Department.

In the meantime, we continue to work collaboratively and successfully with many other trusted non-profit and community partners to ensure that essential park projects move forward and that donors can continue to have confidence in the City's ability to deliver on its promises.

We are very upset about the San Francisco Parks Alliance's financial mismanagement, but we remain committed to transparency, fiscal responsibility, and to protecting the public and philanthropic investment that helps make San Francisco's parks the best in the country.

Sincerely,

  
Phil Ginsburg  
General Manager  
San Francisco Recreation and Park Department

## 1. EXHIBITS

- Exhibit A SFPA – RPD MOU Agreement
- Exhibit B SFPA – RPD Amendment
- Exhibit C India Basin Related Agreement
- Exhibit D India Basin - Pritzker Grant Agreement
- Exhibit E Amendment to Pritzker Agreement
- Exhibit F San Francisco Foundation Agreement
- Exhibit G GGPTC Grant Agreement
- Exhibit H Let'sPlaySF! - Stern Grove Playground Agreement
- Exhibit I Let'sPlaySF! - Buchanan Street Mall Play Area Agreement
- Exhibit J Commemorative Bench Program Agreement
- Exhibit K Golden Gate Park Spreckels Temple of Music Permit
- Exhibit L Amendment to Golden Gate Park Spreckels Temple of Music Permit
- Exhibit M Elk Street Mural Permit
- Exhibit N Allyn Park Letter of Acknowledgement
- Exhibit O GM Calendar Request
- Exhibit P Quarterly Reports for Annual Support Fund
- Exhibit Q June 20, 2024 Email Ginsburg - Becher
- Exhibit R January 24, 2025 Letter
- Exhibit S April 30, 2025 Letter

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE SAN FRANCISCO PARKS ALLIANCE  
AND  
THE SAN FRANCISCO RECREATION & PARK DEPARTMENT**

This Memorandum of Understanding ("MOU") is made and entered into as of May 24, 2021 (the "Effective Date"), by and between the City and County of San Francisco (the "City"), acting by and through the Recreation and Park Department ("RPD"), and the San Francisco Parks Alliance, a California non-profit benefit corporation ("SFPA"). For purposes of this MOU, "Party" means RPD or SFPA, as a party to this MOU; and "Parties" means both RPD and SFPA, as parties to this MOU.

**RECITALS**

- A.** WHEREAS, RPD is a department of the City and County of San Francisco that oversees more than 220 parks, playgrounds, and open spaces. As of the date of this MOU, the park system includes 25 recreation centers, nine swimming pools, five golf courses and numerous tennis courts, ball diamonds, soccer fields and other sports venues. Also included in RPD's responsibilities are the Marina Yacht Harbor, the San Francisco Zoo, Camp Mather, and Lake Merced. RPD's mission is to provide enriching recreational activities, maintain beautiful parks and facilities, and preserve the environment for the well-being of everyone in our diverse community. RPD is managed by a General Manager and governed by the San Francisco Recreation and Park Commission ("Commission"); and
- B.** WHEREAS, SFPA is a non-profit 501(c)(3) corporation and is a legally distinct entity from RPD. RPD does not generally have oversight over SFPA. SFPA's mission is to champion, transform and activate parks and public spaces throughout the city. SFPA partners with RPD on numerous projects, including events, capital projects and RPD programs, in order to support RPD's mission. SFPA raises funds for these projects in order to supplement City funding for RPD; and
- C.** WHEREAS, the parties share the common objectives of providing the highest quality parks and open spaces and ensuring access to free and low-cost events and public programs in San Francisco; and
- D.** WHEREAS, on May 20, 2021, the Commission approved this MOU with the adoption of Resolution No. 2105-007;

NOW, THEREFORE, subject to and effective upon the execution of this MOU by both Parties (the "**Effective Date**"), the Parties agree as follows:

- 1. Term of MOU.** This MOU shall commence on the Effective Date and shall be effective for an initial term of one year, unless the Parties extend the term. Any such extension shall require the mutual written agreement of the Parties. This MOU may be extended only one year at a time, and only up to two times, for a total possible term of three years. Any such extensions shall be on the same terms and conditions as this MOU, and all references to the Term of the MOU shall thereafter include the term of the extension.
- 2. SFPA's Fiscal Support of RPD.**
  - 2.1 Annual Support.** SFPA may, individually or jointly with RPD, raise and expend private funds to provide general support for operating and maintenance costs of facilities, parks and other RPD-managed spaces, as well as recreational programs and other RPD operations, in each

case, as set forth on Exhibit D to this MOU, as the same may be updated by written agreement of SFPA and RPD from time to time. These monies shall be known as the “Annual Support” funds and shall be held by SFPA in separate accounts collectively known as the “Annual Support” accounts. Annual Support funds may be raised through the joint commemorative bench program (Recreation and Park Commission Resolution No. 1904-004) and other fundraising efforts. The budgeting, acceptance, and expenditure of the Annual Support funds shall be governed by Section 3 of this MOU.

**2.2 Special Project Support.** Separate from providing Annual Support as described in Section 2.1, SFPA has from time to time supported specific capital projects, fundraising projects, programs, and events (“Special Project Support”). Exhibit A to this MOU shall apply to all the Special Project Support listed in Exhibit E. In addition, A list of existing Special Project Support as of the date of this MOU is attached as Exhibit E. SFPA shall hold all Special Project Support in separate designated accounts; provided that if any Special Project Support is not utilized for the specific capital project for which it was raised, then upon completion of the applicable capital project any unexpended Special Project Support may, upon the mutual agreement of SFPA and RPD, be reallocated to a joint fund to be established by SFPA and RPD and used to support projects in equity zones in the City but only to the extent such reallocation is not prohibited by the terms of the specific donation or by law. Otherwise, this MOU does not address any future Special Project Support. The terms applicable to any future Special Project Support will be detailed in separate permits and/or grants agreements, as applicable, that shall define the proposed expenditures, assign specific roles and responsibilities, and ensure compliance with all applicable City requirements on matters such as the disclosure and recordkeeping requirements in Exhibit A, project delivery, park access, donor recognition, contracting, acceptance of work and conditions thereof, approvals, insurance, and indemnity. Approval of this MOU does not constitute approval of any future Special Project agreement.

### **3. Roles & Responsibilities.**

**3.1 Proposed Budget.** By January 31 of each year, RPD will submit a written summary to SFPA of the proposed uses of the Annual Support funds along with a description of how these funding requests comply with RPD’s strategic plan. The parties will jointly approve a proposed budget for the expenditure of these funds, and may by mutual agreement update the budget from time to time in writing.

**3.2 Acceptance of Funds.** RPD will obtain City authorization to accept and expend cash and in-kind grants from SFPA to the extent required by the San Francisco Administrative Code or other applicable law. Upon the reasonable request of RPD, SFPA will attend any meetings regarding the City acceptance of these funds as needed to provide support for the joint projects that will be funded with Annual Support funds.

**3.4 Requests for Disbursement from Annual Support Fund.** RPD will submit written check requests, duly executed by an Authorized Representative (as defined below) of RPD, to SFPA requesting the release of Annual Support funds together with supporting documentation evidencing the use of such funds as SFPA may reasonably require, such as invoices and/or budgets. Prior to delivering any written check request under this MOU, RPD will deliver to SFPA an incumbency certificate setting out the names, titles and specimen signatures of each RPD officer or employee entitled to submit check requests under this MOU. RPD shall update such incumbency certificate to reflect the addition or removal of any such individuals

from time to time, and, in any event, at least quarterly. SFPA shall be entitled to conclusively rely on the latest such incumbency certificate. A request for the release of Annual Support funds may be for advances or reimbursements to the City, or for direct payment by SFPA to RPD vendors. These funds will be used to support RPD programs and operations including community events, youth development and recreational programs and RPD projects consistent with its strategic plan including but not limited to the following: volunteer programs, park bench maintenance, park partnerships, staff development programs and activities including training, partnership development and planning, professional development, strategic planning, and employee recognition and appreciation. RPD requests will adhere to SFPA fiscal year deadlines and other requirements as mutually agreed in writing. SFPA will pay all requests for advances or reimbursements to the City within 30 calendar days after receipt from RPD of a request that complies with the terms of this MOU, and will use commercially reasonable efforts to make payments to vendors in accordance with any such vendors' terms that have been provided in writing to SFPA. SFPA will maintain documentation regarding requests and corresponding payment in an orderly manner as set forth in Exhibit A.

**3.5 Quarterly Reports and Reconciliations.** SFPA will provide quarterly reports to RPD, and shall use commercially reasonable efforts to deliver such reports (i) with respect to the first three fiscal quarters of any year, within [45] days after the end of such fiscal quarter and (ii) with respect to the fourth fiscal quarter of any year, within [90] days after the end of such fiscal quarter, regarding the balance and use of funds within the Annual Support fund (i.e., beginning period balance, revenues, expenses, ending period balance), including donation and expenditure reports. RPD's Finance Division and SFPA will each use commercially reasonable efforts to reconcile expenditure reports and separate account balances. RPD will post a reconciled annual expenditures report on its website by September 30 of each year. To create additional transparency around the use of Annual Support funds, RPD will submit the reconciled quarterly report of all expenditures to the Recreation and Park Commission for review within 30 days after receipt of the reports.

**3.6 Reports.** Each Party will each provide reasonable assistance to the other Party in connection with any output reporting requirements of programs covered by this MOU, including reports on how SFPA's activities under this MOU support RPD's Strategic Plan initiatives. In addition, each Party will provide all information reasonably requested by the other Party in connection with any reporting obligations either Party may have under this MOU or as required by law (including with respect to behested payments). Within 30 days after the date of this MOU, the parties shall develop such additional documentation, processes and procedures as may be necessary or appropriate (and which may be updated from time to time) to facilitate the parties' performance of their respective obligations under this MOU, including reporting obligations with respect to behested payments.

**3.7 Financial Reporting and Audit Provisions.** The parties shall also comply with the additional provisions regarding disclosures, recordkeeping, and auditing attached hereto as Exhibit A which are fully incorporated herein. For the avoidance of doubt, Exhibit A shall apply to all Annual Support, as well as to all Special Project Support listed in Exhibit E.

**3.8 Good Standing.** Each Party shall endeavor to provide the other party with written notice promptly following any and all changes in circumstances that could reasonably be expected to cause the noticing party to become unable to comply with its material obligations under

this MOU.

4. **Grant Applications.** Consistent with Administrative Code Section 10.170 et seq., RPD may deliver written notice to SFPA requesting that SFPA apply for grants from third-parties that advance the mission of RPD, where RPD itself is not eligible to submit an application due to the terms of the grant ("Requested Grants"). If SFPA agrees (in its sole discretion) to submit the Requested Grant, RPD will provide SFPA all necessary information reasonably required by SFPA to apply for, secure and comply with the terms of the Requested Grant all applicable City approvals and requirements and any further requirements of the grantor. If SFPA is successful in obtaining any Requested Grant, the acceptance and administration of any funds obtained through such Requested Grant shall be memorialized in a grant agreement that complies with all applicable City approvals and requirements and any further requirements of the grantor.
5. **Other Fundraising Efforts and Activities.** The Parties shall meet as needed but at least annually in March to discuss and define fundraising efforts, activities, and goals. RPD acknowledges that SFPA, like all non-profits, must use a portion of the funds it raises to fund its own administrative expenses. The parties agree that SFPA may retain up to ten percent (10%) of any cash contributions it raises for Annual Support to reimburse itself for its administrative expenses. SFPA must disclose the administrative fee to all potential donors. SFPA acknowledges that it must obtain a permit for all fundraising events and activities to be hosted at RPD parks or facilities, subject to RPD's standard permitting policies, and that such permits may impose additional requirements on SFPA with respect to such events and activities.
6. **Insurance.** Without in any way limiting SFPA's liability pursuant to the "Indemnification" section of this MOU, SFPA must maintain in force, during the full term of this MOU, insurance in the amounts and coverages specified in Exhibit B, and shall name as an additional insured the City and County of San Francisco, its Officers, Agents, and Employees.
7. **Indemnification.** Subject to any provision in this MOU 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 their officers, employees and agents (including any contractors hired by SFPA) in connection with this MOU, except those arising by reason of the sole negligence or willful misconduct of the City Indemnitees.

To the extent allowable by law, City agrees to defend, indemnify and hold harmless SFPA, its officers, directors, employees and agents ("SFPA Indemnitees"), 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 (including any contractors hired by the City) in connection with this MOU, except those arising by reason of the sole negligence or willful misconduct of the SFPA Indemnitees.

In the event of concurrent negligence of the City Indemnitees and the SFPA Indemnitees, 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 MOU.

- 8. Public Relations.** The Parties shall cooperate in good faith on matters of public relations and media responses related to all matters arising out of this MOU. Each of the Parties shall also cooperate in good faith regarding any inquiry by the other Party or by the public in regard to matters arising out of this MOU. Each Party shall notify the other Party's point of contact, as identified in Section 10.3 ("Point of Contact"), of each media inquiry related to matters arising out of this MOU and shall provide the opportunity to review and comment on any such responses before issuance to the media. If either Party selects a new Point of Contact, it shall notify the other Party in writing in accordance with the provisions of Section 10.3 of the new Point of Contact. Each Party shall consult in advance with the other regarding print and electronic publications related to the matters covered by this MOU including, but not limited to, informational and educational brochures, newsletters, solicitations, and fundraising campaign materials. Any public print or electronic publication or statement with respect to the projects funded with Annual Support funds shall include a reference to both SFPa and RPD. Subject to the foregoing provisions of this Section 8, nothing in this MOU shall prohibit either Party from responding to inquiries from the public or the press. The Parties acknowledge that this MOU and all records in possession of the City regarding matters arising out of this MOU shall be subject to the disclosure requirements of the City's Sunshine Ordinance and the California Public Records Act.
- 9. Termination.** Either Party shall have the option, in its sole discretion, to terminate this MOU for convenience upon 90 days' prior written notice to the other Party. In addition, either Party may terminate this MOU for default, if it provides the other Party written notice of that Party's failure to comply with a material term of this MOU, and if that Party does not cure the failure to the complaining Party's reasonable satisfaction within 30 days after receipt of such notice or such other reasonable timeframe mutually agreed to by the Parties in writing. In either case if this MOU is terminated, the Parties will work together to take necessary actions to effectuate the termination. Section 6 (Insurance), Section 7 (Indemnity), and the obligations described in Exhibit A shall all survive termination.
- 10. Miscellaneous.**

  - 10.1 Entire Agreement.** This MOU, including all the exhibits hereto, contains the entire understanding between the Parties and supersedes all other oral or written discussions and agreements, with the exception of any duly executed and approved special project agreements.
  - 10.2 Amendment.** This MOU may be amended only by the mutual written consent of each of the Parties, executed in the same manner as the original agreement. The RPD General Manager, in consultation with the City Attorney and with the Controller as to Exhibit A, may execute such amendments on behalf of the City, provided the amendments are in the best interests of the City, do not materially increase the City's obligations or liabilities, are necessary or advisable to effectuate the purposes of this MOU, and are in compliance with all applicable laws.

**10.3 Notices.** All notices under this MOU shall be sufficiently given if emailed, hand delivered or mailed by registered or certified mail, postage prepaid, or by overnight express delivery, cost prepaid, to:

City:	SFPA:
Recreation and Park Department McLaren Lodge 501 Stanyan Street San Francisco, CA 94117 Attn: Philip A. Ginsburg, General Manager Email: <a href="mailto:phil.ginsburg@sfgov.org">phil.ginsburg@sfgov.org</a>	San Francisco Parks Alliance 1074 Folsom Street San Francisco, California 94103 Attn: Drew Becher, CEO Email: <a href="mailto:drew@sfparksalliance.org">drew@sfparksalliance.org</a>
<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 Email: <a href="mailto:manu.pradhan@sfgov.org">manu.pradhan@sfgov.org</a>	<i>with a copy to:</i>  Pillsbury Winthrop Shaw Pittman LLP Four Embarcadero Center, 22 <sup>nd</sup> Floor San Francisco, California 94111 Attn: Thomas K. Gump Email: <a href="mailto:thomas.gump@pillsburylaw.com">thomas.gump@pillsburylaw.com</a>
Point of Contact: Recreation and Park Department McLaren Lodge 501 Stanyan Street San Francisco, CA 94117 Attn: Sarah Madland, Director of Policy and Public Affairs Email: <a href="mailto:sarah.madland@sfgov.org">sarah.madland@sfgov.org</a>	Point of Contact: San Francisco Parks Alliance 1074 Folsom Street San Francisco, California 94103 Attn: Sonia Gonzalez Banks, Director of External Relations and Development Email: <a href="mailto:soniab@sfparksalliance.org">soniab@sfparksalliance.org</a>

**10.4 Governing Law.** This MOU shall be construed and enforced in accordance with the laws of the State of California and the City's Charter.

**10.5 Approvals.** All City approvals under the agreements contemplated hereby shall be given by the RPD General Manager, or his designee in his or her reasonable discretion, except as otherwise specified herein or in the City Charter, or the S.F. Municipal Code.

**10.6 Independent Relationship of the Parties.** The City shall not be liable for any act of SFPA and SFPA shall not be liable for any act of the City, and nothing herein contained shall be construed as creating the relationship of employer and employee between the City and SFPA or any of their respective agents or employees. SFPA shall at all times be deemed independent from RPD and each Party shall be wholly responsible for the manner in which it performs the duties required of it by the terms of this MOU. Each Party has and hereby retains the right to exercise full control and supervision of its duties and full

control of employment, direction, compensation and discharge of all persons assisting it in the performance this MOU. Each Party agrees to be solely responsible for all matters relating to payment and employment of its respective employees, including compliance with social security, withholding and all other regulations governing such matters. Nothing set forth in this MOU shall be deemed to render the City a partner in SFPA's business, or joint venture or member in any joint enterprise with SFPA.

**10.7 Non-Exclusivity.** This MOU does not create an exclusive relationship between the Parties. The Parties may continue to work with other entities and with members of the public directly, notwithstanding this MOU.

**10.8 No Third Party Beneficiaries.** Except as expressly provided, nothing contained in this MOU shall create or justify any claim against the City or SFPA by any third person with respect to the performance of any duties or other projects being undertaken by SFPA or the City. The provisions of this MOU are not intended to benefit any third party, and no third party may rely hereon.

**10.9 Assignments.** Neither Party shall assign, transfer, or encumber its interest in this MOU or any other right, privilege, or license conferred by this MOU, either in whole or in part, without obtaining the prior written consent of the other Party, which consent may given or withheld in such Party's sole and absolute discretion. Any assignment or encumbrance by a Party without the other Party's consent shall be void and of no force and effect.

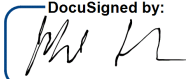

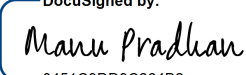
**10.10 Compliance with Laws.** Each Party shall keep itself fully informed of City's Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of its respective obligations under this MOU and shall at all times comply with such Charter codes, ordinances, and regulations, rules and laws including without limitation, the requirements of SF Administrative Code §10.100.205 et seq. and Section 67.29-6 of the City's Sunshine Ordinance. In addition, each Party represents and warrants that it is fully authorized to enter into and perform under this MOU.

**10.11 Conflicts of Interest.** By executing this MOU, SFPA certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this MOU. For example, SFPA will notify RPD if it becomes aware that any RPD employee or officer participates in a decision in which the employee or officer, or a member of their family, has a financial interest. In addition, the Parties agree and acknowledge that SFPA's or its donors' fiscal support of RPD, or lack thereof, shall have no bearing on and shall not be relevant towards any future contracting, leasing, or permitting decisions by RPD.

**10.12 Statement of Incompatible Activities.** RPD's Statement of Incompatible Activities (SIA) was adopted under the provisions of San Francisco Campaign & Governmental Conduct Code section 3.218 on October 8, 2008. In general, RPD's SIA (1) prohibits outside activities that are incompatible with RPD's mission; (2) restricts the use of City resources, City work-product and prestige for any non-City purpose, including any political activity or personal purpose; and (3) prohibits receipt/acceptance of gifts in exchange for doing the employee's job. A copy of the SIA is attached as Exhibit C. SFPA agrees that it will not

knowingly cause RPD staff to violate the SIA. In addition, SFPA shall ensure that no employee or officer of RPD is a member of SFPA's board of directors or otherwise holds a fiduciary position with SFPA, and that no employee or officer of RPD and no member of an RPD employee or officer's immediate family receives income from SFPA.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed by their duly authorized representatives as of Effective Date:

<p>CITY AND COUNTY OF SAN FRANCISCO</p> <p>DocuSigned by:    By: AF27F6596709494...</p> <p>Philip A. Ginsburg, General Manager  Recreation and Park Department</p> <p>5/28/2021  DATE: _____</p>	<p>SFPA</p> <p>DocuSigned by:    By: F33F21F2A100473...</p> <p>Drew Becher, CEO  San Francisco Parks Alliance</p> <p>5/28/2021  DATE: _____</p>
<p>APPROVED AS TO FORM:</p> <p>DENNIS J. HERRERA  City Attorney</p> <p>DocuSigned by:    By: 0451C9DD9C264B2...</p> <p>Manu Pradhan  Deputy City Attorney</p>	

## Exhibit A

### Disclosure Obligations; Recordkeeping and Auditing

- A. **Departmental Reporting & Disclosure Obligations: Acknowledgment of Disclosure Obligations under City Law.** San Francisco Administrative Code Section 67.29-6 requires RPD (referred to in this Exhibit A as the “Department”) to disclose on its website the amount and source of all money, goods or services worth more than \$100 in the aggregate for the purpose of carrying out or assisting any City function. For all gifts, grants, and other donations received under this MOU, the disclosure must identify SFPA as the contributor, the amounts contributed, and a statement as to any financial interest SFPA has involving the City, including a contract, grant, lease, or request for license, permit, or other entitlement for use. Under the Administrative Code, the Department must post this information on its website within 30 days of the date of any such donation. If required by City law, the Department must also disclose this or other information about donations from SFPA in any related resolution or ordinance submitted to the Board of Supervisors for approval.
  
- B. **SFPA’s Reporting & Disclosure Obligations.**
  1. **Donor and Grant Information.** SFPA agrees to comply with San Francisco Administrative Code Section 67.29-6 by posting on its website the names of all individuals or organizations that contribute \$100 or more to SFPA, by gift, grants, or other instruments, in the form of money, goods, or services, for the purpose of carrying out or assisting the Department’s performance of its City functions; the amounts contributed; and a statement as to any financial interest the donor contributing to the SFPA has involving the City, including any donor’s contract, grant, lease, or request for license, permit, or other entitlement for use. SFPA will post this information on its website within 30 days of receipt of any gift, grant or other instrument, and will also provide this information to the Department each year by no later than the first business day in July for the preceding fiscal year. SFPA will maintain this donor information on its website until at least the end of the fifth fiscal year after the donation. To ensure compliance with this requirement and to maximize public transparency, SFPA will not accept anonymous donations from a single source aggregating more than \$100 for purposes covered under this MOU. These provisions shall also apply to any grants received by SFPA, if those grant funds are transferred to the City for the purpose of carrying out or assisting any City function.
  
  2. **Financial Reports.** SFPA will provide to the Department and the Department is required to upload a PDF (searchable text) copy of the SFPA’s annual audited financial report and IRS Form 990 annual tax return into the City’s financial system as an attachment to the MOU Agreement. The annual audited financial report filings must include detailed information about the SFPA’s total sources and uses of funds and also the sources and uses of funds dedicated to support the Department covered under this MOU, the names of the SFPA’s Board of Directors and Officers, and the names of any and all payees of Funds covered by this MOU, including consultants, contractors and subcontractors and any current or past City employees paid and any funds provided directly to the City Department to support the Department’s functions including but not limited to employee recognition and public events. Additionally, SFPA will post its audited financial

report and its IRS Form 990 and all related tax return schedules on its website annually within 60 days of the completion of each.

3. **Links to SFPA Website.** The Department will provide a link on its website to SFPA's website for the public to readily access the information required under this MOU. SFPA will also post this MOU on its website along with copies of any other copies of Grant Awards or other City Contracts and MOU Agreements with any City Department including the Department covered by this MOU.
4. **SFPA's Supplier Registration.** As part of the MOU Agreement execution, the SFPA must register and submit an IRS Form W-9 through the SF City Partner portal, a complete copy of their most recent IRS Form 990 tax return and complete their Approved Supplier set up through the Controller's Supplier Management Unit.
5. **SFPA's Invoices through SF City Partner Online (eSettlements) site.** If the MOU Agreement includes invoicing by SFPA to the City Department, all invoices must be submitted online with any/all required supporting documentation through the SF City Partner portal's Online eSettlements site.

C. **Recordkeeping and Auditing.**

1. **Recordkeeping.** SFPA will maintain books and records relating to this MOU, in accordance with generally accepted accounting practices consistently applied, that contain all information required to allow the Department and/or the City's Controller, at their discretion, to audit SFPA's records and to verify contributions and expenditures in accordance with this MOU.
2. **Auditing.** SFPA shall make such books and records relating to this MOU available to the Department and/or the City's Controller (or their representatives) upon commercially reasonable prior written notice, but in no event more than ten (10) days after such notice is provided to conduct an audit. SFPA shall retain and shall allow the Department and/or the City's Controller to access such books and records for a period of the later of (i) five (5) years after the end of each year to which such books and records apply, (ii) five (5) years after the issuance date of the SFPA's audited financial statement or the IRS Form 990 annual tax return to which such books and records apply, or (iii) if an audit is commenced or if a controversy should arise between the parties hereto regarding the contributions or expenditures hereunder, until such audit or controversy is terminated.

## **Exhibit B**

### **SFPA Insurance Requirements**

1. The 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) as applicable, Broadform Property Damage, Sudden and Accidental Pollution as applicable, Products Liability and Completed Operations; and
  - 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.
2. Delivery of Certificates. Prior to the commencement date of this Agreement, the SFPA shall deliver to the City certificates of insurance and additional insured policy endorsements from insurers in a form satisfactory to the City, evidencing the coverages required from the SFPA, together with complete copies of the policies at the City's request. Additionally, prior to the date any contractor commences work at any RPD site or facility, the SFPA shall ensure that the appropriate insurance certificates are in place.
3. No Limitation of Obligations. The SFPA's compliance with the provisions of this section shall in no way relieve or decrease the SFPA's indemnification obligation under this Agreement or any of the SFPA's other obligations hereunder.

**Exhibit C**

**Statement of Incompatible Activities**

*(see attached)*





**City and County of San Francisco  
Recreation and Park Department**

McLaren Lodge in Golden Gate Park

501 Stanyan Street, San Francisco, CA 94117

TEL: 415.831.2776 FAX: 415.666.7050 WEB: <http://parks.sfgov.org>

**RECREATION AND PARK DEPARTMENT**  
**STATEMENT OF INCOMPATIBLE ACTIVITIES**

**I. INTRODUCTION**

This Statement of Incompatible Activities is intended to guide officers and employees of the San Francisco Recreation and Park Department (“Department”) and the Recreation and Park Commission (“Commission”) about the kinds of activities that are incompatible with their public duties and therefore prohibited. For the purposes of this Statement, and except where otherwise provided, “officer” shall mean the Appointing Officer (“General Manager”) and/or a member of the Commission; and “employee” shall mean all employees of the Department.

This Statement is adopted under the provisions of San Francisco Campaign & Governmental Conduct Code (“C&GC Code”) section 3.218. Engaging in the activities that are prohibited by this Statement may subject an officer or employee to discipline, up to and including possible termination of employment or removal from office, as well as to monetary fines and penalties. (C&GC Code § 3.242; Charter § 15.105.) Before an officer or employee is subjected to discipline or penalties for violation of this Statement, the officer or employee will have an opportunity to explain why the activity should not be deemed to be incompatible with his or her City duties. (C&GC Code § 3.218.) Nothing in this document shall modify or reduce any due process rights provided pursuant to the officer’s or employee’s collective bargaining agreement.

In addition to this Statement, officers and employees are subject to Department policies and State and local laws and rules governing the conduct of public officers and employees, including but not limited to:

- Political Reform Act, California Government Code § 87100 *et seq.*;
- California Government Code § 1090;
- San Francisco Charter;
- San Francisco Campaign and Governmental Conduct Code;
- San Francisco Sunshine Ordinance; and
- Applicable Civil Service Rules.

Nothing in this Statement shall exempt any officer or employee from applicable provisions of law, or limit his or her liability for violations of law. Examples provided in this Statement are for illustration purposes only, and are not intended to limit application of this Statement. Nothing in this Statement shall interfere with the rights of employees under a collective bargaining agreement or Memorandum of Understanding applicable to that employee.

Nothing in this Statement shall be construed to prohibit or discourage any City officer or employee from bringing to the City’s and/or public’s attention matters of actual or perceived malfeasance or misappropriation in the conduct of City business, or from filing a complaint alleging that a City officer or employee has engaged in improper governmental activity by violating local campaign finance, lobbying, conflicts of interest or governmental ethics laws, regulations or rules; violating the California Penal Code by misusing City resources; creating a specified and substantial danger to public health or



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Statement of Incompatible Activities  
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safety by failing to perform duties required by the officer's or employee's City position; or abusing his or her City position to advance a private interest.

No amendment to any Statement of Incompatible Activities shall become operative until the City and County has satisfied the meet and confer requirements of State law and the collective bargaining agreement.

If an employee has questions about this Statement, the questions should be directed to the employee's supervisor, General Manager or designee. Similarly, questions about other applicable laws governing the conduct of public employees should be directed to the employee's supervisor or the General Manager/designee, although the supervisor or General Manager/designee may determine that the question must be addressed to the Ethics Commission or City Attorney. Employees may also contact their unions for advice or information about their rights and responsibilities under these and other laws.

If a City officer has questions about this Statement, the questions should be directed to the officer's appointing authority, the Ethics Commission or the City Attorney.

## **II. MISSION OF THE RECREATION AND PARK DEPARTMENT**

*The mission of the Recreation and Park Department is to provide enriching recreational activities, maintain beautiful parks and preserve the environment for the well-being of our diverse community.*

## **III. RESTRICTIONS ON INCOMPATIBLE ACTIVITIES**

This section prohibits outside activities, including self-employment, that are incompatible with the mission of the Department. Under subsection C, an officer or employee may seek an advance written determination whether a proposed outside activity is incompatible and therefore prohibited by this Statement. Outside activities other than those expressly identified here may be determined to be incompatible and therefore prohibited. For an advance written determination request from an employee, if the General Manager delegates the decision-making to a designee and if the designee determines that the proposed activity is incompatible under this Statement, the employee may appeal that determination to the General Manager.

### **A. RESTRICTIONS THAT APPLY TO ALL OFFICERS AND EMPLOYEES**

#### **1. ACTIVITIES THAT CONFLICT WITH OFFICIAL DUTIES**

No officer or employee may engage in an outside activity (regardless of whether the activity is compensated) that conflicts with his or her City duties. An outside activity conflicts with City duties when the ability of the officer or employee to perform the duties of his or her City position is materially impaired. Outside activities that materially impair the ability of an officer or employee to perform his or her City duties include, but are not limited to, activities that disqualify the officer or employee from City assignments or responsibilities on a regular basis. Unless (a) otherwise noted in this section or (b) an advance written determination under subsection C concludes that such activities are not incompatible, the following activities are expressly prohibited by this section.

**[RESERVED.]**

## 2. ACTIVITIES WITH EXCESSIVE TIME DEMANDS

Neither the General Manager nor any employee may engage in outside activity (regardless of whether the activity is compensated) that would cause the General Manager or employee to be absent from his or her assignments on a regular basis, or otherwise require a time commitment that is demonstrated to interfere with the General Manager's or employee's performance of his or her City duties.

*Example.* An employee who works at the Department's front desk answering questions from the public wants to take time off every Tuesday and Thursday from 2:00 to 5:00 to coach soccer. Because the employee's duties require the employee to be at the Department's front desk during regular business hours, and because this outside activity would require the employee to be absent from the office during regular business hours on a regular basis, the General Manager or his/her designee may, pursuant to subsection C, determine that the employee may not engage in this activity.

## 3. ACTIVITIES THAT ARE SUBJECT TO REVIEW BY THE DEPARTMENT

Unless (a) otherwise noted in this section or (b) an advance written determination under subsection C concludes that such activities are not incompatible, no officer or employee may engage in an outside activity (regardless of whether the activity is compensated) that is subject to the control, inspection, review, audit or enforcement of the Department. In addition to any activity permitted pursuant to subsection C, nothing in this subsection prohibits the following activities: appearing before one's own department or commission on behalf of oneself; filing or otherwise pursuing claims against the City on one's own behalf; running for City elective office; or making a public records disclosure request pursuant to the Sunshine Ordinance or Public Records Act. Unless (a) otherwise noted in this section or (b) an advance written determination under subsection C concludes that such activities are not incompatible, the following activities are expressly prohibited by this section.

a. Assistance in Responding to City Bids, Request for Qualifications (RFQs) and Request for Proposals (RFPs). No officer or employee may knowingly provide selective assistance (i.e., assistance that is not generally available to all competitors) to individuals or entities in a manner that confers a competitive advantage on a bidder or proposer who is competing for a City contract. Nothing in this Statement prohibits an officer or employee from providing general information about a bid for a City contract, a Department RFQ or RFP or corresponding application process that is available to any member of the public. Nothing in this Statement prohibits an officer or employee from speaking to or meeting with individual applicants regarding the individual's application, provided that such assistance is provided on an impartial basis to all applicants who request it.

***b. Other than in his or her official capacity, no officer or employee may assist private individuals or entities in securing permits for the use of Recreation and Park facilities.***

***Notwithstanding the above prohibitions, officers and employees are not prohibited from providing general information about the contracting process or about how to apply for permits to any member of the public.***

## **B. RESTRICTIONS THAT APPLY TO EMPLOYEES IN SPECIFIED POSITIONS**

In addition to the restrictions that apply to all officers and employees of the Department, unless (a) otherwise noted in this section or (b) an advance written determination under subsection C concludes that such activities are not incompatible, the following activities are expressly prohibited by this section for individual employees holding specific positions.

### **1. OFFICERS OR EMPLOYEES RESPONSIBLE FOR THE PROCUREMENT OF SUPPLIES, MATERIALS, CONTRACTS OR SERVICES**

*No officer or employee who is responsible for the procurement of supplies, materials, contracts or services may receive compensation or anything of value from any person or entity from which such materials, contracts or services were procured, if such compensation or thing of value is received as a result of the officer's or employee's duties with the Department.*

*Example: An employee whose duties include the procurement of supplies or materials for the Department authorizes the purchase of sporting goods from a local retail sporting goods store. After such purchase, the sporting goods store offers the employee a discount on any future purchases he or she wishes to make for him or herself. The employee may not accept the discount offer because the employee may not benefit materially from a purchase with the sporting goods store made in the course of his or her employment with the Department. This prohibition is also covered under section V of this Statement.*

### **2. OFFICERS OR EMPLOYEES RESPONSIBLE FOR THE DISTRIBUTION OR ALLOCATION OF SUPPLIES, MATERIALS, CONTRACTS OR SERVICES**

*No officer or employee whose duties include the distribution or allocation of supplies, materials, contracts or services for the Department may receive compensation or anything of value from any person or entity to which such materials, contracts or services were distributed or allocated, if such compensation or thing of value is received as a result of the officer's or employee's duties with the Department.*

*Example: An employee provides swimming lessons to the public as part of his or her City duties. At the swimming facility, a member of the public offers compensation or a thing of value to the employee. The employee may not accept the compensation or anything of value for services rendered as part of his or her official duties. This prohibition is also covered under section V of this Statement.*

*Example: An employee coaches softball at a City playground as part of his or her duties for the Department. The employee may not solicit or receive anything of value from any member of the public, who utilizes the services of the playground, for performing his or her City job duties. This prohibition is also covered under section V of this Statement.*

## **C. ADVANCE WRITTEN DETERMINATION**

As set forth below, an employee of the Department or the General Manager or a member of the Commission may seek an advance written determination whether a proposed outside activity conflicts with the mission of the Department, imposes excessive time demands, is subject to review by the

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Department, or is otherwise incompatible and therefore prohibited by section III of this Statement. For the purposes of this section, an employee or other person seeking an advance written determination shall be called “the requestor”; the individual or entity that provides an advance written determination shall be called “the decision-maker.”

## 1. PURPOSE

This subsection permits an officer or employee to seek an advance written determination regarding his or her obligations under subsections A or B of this section. A written determination by the decision-maker that an activity is not incompatible under subsection A or B provides the requestor immunity from any subsequent enforcement action for a violation of this Statement if the material facts are as presented in the requestor’s written submission. A written determination cannot exempt the requestor from any applicable law.

If an individual has not requested an advance written determination under subsection C as to whether an activity is incompatible with this Statement, and the individual engages in that activity, the individual will not be immune from any subsequent enforcement action brought pursuant to this Statement.

Similarly, if an individual has requested an advance written determination under subsection C as to whether an activity is incompatible with this Statement, and the individual engages in that activity, the individual will not be immune from any subsequent enforcement action brought pursuant to this Statement if:

- (a) the requestor is an *employee* who has not received a determination under subsection C from the decision-maker, and 20 working days have not yet elapsed since the request was made; or
- (b) the requestor is an *officer* who has not received a determination under subsection C from the decision-maker; or
- (c) the requestor has received a determination under subsection C that an activity is incompatible.

In addition to the advance written determination process set forth below, the San Francisco Charter also permits any person to seek a written opinion from the Ethics Commission with respect to that person’s duties under provisions of the Charter or any City ordinance relating to conflicts of interest and governmental ethics. Any person who acts in good faith on an opinion issued by the Commission and concurred in by the City Attorney and District Attorney is immune from criminal or civil penalties for so acting, provided that the material facts are as stated in the opinion request. Nothing in this subsection precludes a person from requesting a written opinion from the Ethics Commission regarding that person’s duties under this Statement.

## 2. THE DECISION-MAKER

Decision-maker for request by an employee: An employee of the Department may seek an advance written determination from the General Manager or his or her designee. The General Manager or his or her designee will be deemed the decision-maker for the employee’s request.

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Decision-maker for request by the General Manager: The General Manager may seek an advance written determination from his or her appointing authority. The appointing authority will be deemed the decision-maker for the General Manager's request.

Decision-maker for request by a member of the Commission: A member of the Commission may seek an advance written determination from his or her appointing authority or from his or her commission, or the Ethics Commission. The appointing authority, Commission or Ethics Commission will be deemed the decision-maker for the member's request.

### 3. THE PROCESS

The requestor must provide, in writing, a description of the proposed activity and an explanation of why the activity is not incompatible under this Statement. The written material must describe the proposed activity in sufficient detail for the decision-maker to make a fully informed determination whether it is incompatible under this Statement.

When making a determination under this subsection, the decision-maker may consider any relevant factors including, but not limited to, the impact on the requestor's ability to perform his or her job, the impact upon the Department as a whole, compliance with applicable laws and rules and the spirit and intent of this Statement. The decision-maker shall consider all relevant written materials submitted by the requestor. The decision-maker shall also consider whether the written material provided by the requestor is sufficiently specific and detailed to enable the decision-maker to make a fully informed determination. The decision-maker may request additional information from the requestor if the decision-maker deems such information necessary. For an advance written determination request from an employee, if the General Manager delegates the decision-making to a designee and if the designee determines that the proposed activity is incompatible under this Statement, the employee may appeal that determination to the General Manager.

The decision-maker shall respond to the request by providing a written determination to the requestor by mail, email, personal delivery, or other reliable means. For a request by an employee, the decision-maker shall provide the determination within a reasonable period of time depending on the circumstances and the complexity of the request, but not later than 20 working days from the date the request *is received*. If the decision-maker does not provide a written determination to the employee within 20 working days from the date *the request is received*, the decision-maker shall be deemed to have determined that the proposed activity does not violate this Statement.

The decision-maker may revoke the written determination at any time based on changed facts or circumstances or other good cause, by providing advance written notice to the requestor. The written notice shall specify the changed facts or circumstances or other good cause that warrants revocation of the advance written determination.

### 4. DETERMINATIONS ARE PUBLIC RECORDS

To assure that these rules are enforced equally, requests for advance written determinations and written determinations, including approvals and denials, are public records to the extent permitted by law.

#### **IV. RESTRICTIONS ON USE OF CITY RESOURCES, CITY WORK-PRODUCT AND PRESTIGE**

##### **A. USE OF CITY RESOURCES**

No officer or employee may use City resources, including, without limitation, facilities, telephone, computer, copier, fax machine, e-mail, internet access, stationery and supplies, for any non-City purpose, including any political activity or personal purpose. No officer or employee may allow any other person to use City resources, including, without limitation, facilities, telephone, computer, copier, fax machine, e-mail, internet access, stationery and supplies, for any non-City purpose, including any political activity or personal purpose. Notwithstanding these general prohibitions, any incidental and minimal use of City resources does not constitute a violation of this section. Nothing in this subsection shall be interpreted or applied to interfere with, restrict or supersede any rights or entitlements of employees, recognized employee organizations, or their members under state law or regulation or pursuant to provisions of a collective bargaining agreement to use City facilities, equipment or resources, as defined herein.

*Example.* An officer or employee may use the telephone to make occasional calls to arrange medical appointments or speak with a child care provider, because this is an incidental and minimal use of City resources for a personal purpose.

*Example.* While arborist technicians are removing a large tree from a neighborhood park, a nearby resident asks one of the staff to remove a tree from his or her front yard. Although the arborist technician may perform work for the resident, the employee may do so only on his or her own time and only when using equipment that does not belong to the City.

Nothing in this Statement shall exempt any officer or employee from complying with more restrictive policies of the Department regarding use of City resources, including, without limitation, the Department's e-mail policy.

##### **B. USE OF CITY WORK-PRODUCT**

No officer or employee may, in exchange for anything of value and without appropriate authorization, sell, publish or otherwise use any non-public materials that were prepared on City time or while using City facilities, property (including without limitation, intellectual property), equipment and/or materials. For the purpose of this prohibition, appropriate authorization includes authorization granted by law, including the Sunshine Ordinance, California Public Records Act, the Ralph M. Brown Act as well as whistleblower and improper government activities provisions, or by a supervisor of the officer or employee, including but not limited to the officer's or employee's appointing authority. Nothing in this subsection shall be interpreted or applied to interfere with, restrict or supersede any rights or entitlements of employees, recognized employee organizations, or their members under state law or regulation or pursuant to provisions of a collective bargaining agreement to use public materials for collective bargaining agreement negotiations.

##### **C. USE OF PRESTIGE OF THE OFFICE**

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No officer or employee may use his or her City title or designation in any communication for any private gain or advantage. The following activities are expressly prohibited by this section.

**1. USING CITY BUSINESS CARDS**

No officer or employee may use his or her City business cards for any purpose that may lead the recipient of the card to think that the officer or employee is acting in an official capacity when the officer or employee is not.

*Example of inappropriate use.* An employee's friend is having a dispute with his new neighbor who is constructing a fence that the friend believes encroaches on his property. The friend invites the employee over to view the disputed fence. When the neighbor introduces herself, the employee should not hand the neighbor her business card while suggesting that she could help resolve the dispute. Use of a City business card under these circumstances might lead a member of the public to believe that the employee was acting in an official capacity.

*Example of acceptable use.* An employee is at a party and runs into an old friend who has just moved to town. The friend suggests meeting for dinner and asks how to get in touch with the employee to set up a meeting time. The employee hands the friend the employee's business card and says that he can be reached at the number on the card. Use of a City business card under these circumstances would not lead a member of the public to believe that the employee was acting in an official capacity. Nor would use of the telephone to set up a meeting time constitute a misuse of resources under subsection A, above.

**2. USING CITY LETTERHEAD, CITY TITLE, OR E-MAIL**

No officer or employee may use City letterhead, City title, City e-mail, or any other City resource, for any communication that may lead the recipient of the communication to think that the officer or employee is acting in an official capacity when the officer or employee is not. (Use of e-mail or letterhead in violation of this section could also violate subsection A of this section, which prohibits use of these resources for any non-City purpose.)

*Example.* An officer or employee is contesting a parking ticket. The officer or employee should not send a letter on City letterhead to the office that issued the ticket contesting the legal basis for the ticket.

**3. HOLDING ONESELF OUT, WITHOUT AUTHORIZATION, AS A REPRESENTATIVE OF THE DEPARTMENT**

No officer or employee may hold himself or herself out as a representative of the Department, or as an agent acting on behalf of the Department, unless authorized to do so.

*Example.* An employee who lives in San Francisco wants to attend a public meeting of a Commission that is considering a land use matter that will affect the employee's



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neighborhood. The employee may attend the meeting and speak during public comment, but should make clear that he is speaking in his private capacity and not as a representative of the Department.

**V. PROHIBITION ON GIFTS FOR ASSISTANCE WITH CITY SERVICES**

State and local law place monetary limits on the value of gifts an officer or employee may accept in a calendar year. (Political Reform Act, Gov't Code § 89503, C&GC Code §§ 3.1-101 and 3.216.) This section imposes additional limits by prohibiting an officer or employee from accepting any gift that is given in exchange for doing the officer's or employee's City job.

No officer or employee may receive or accept gifts from anyone other than the City for the performance of a specific service or act the officer or employee would be expected to render or perform in the regular course of his or her City duties; or for advice about the processes of the City directly related to the officer's or employee's duties and responsibilities, or the processes of the entity they serve.

*Example.* A member of the public who regularly works with and receives assistance from the Department owns season tickets to the Giants and sends a pair of tickets to an employee of the Department in appreciation for the employee's work. Because the gift is given for the performance of a service the employee is expected to perform in the regular course of City duties, the employee is not permitted to accept the tickets.

*Example.* A member of the public requests assistance in resolving an issue or complaint that is related to the City and County of San Francisco, but that does not directly involve the Department. The employee directs the member of the public to the appropriate department and officer to resolve the matter. The member of the public offers the employee a gift in appreciation for this assistance. The employee may not accept the gift, or anything of value from anyone other than the City, for providing this kind of assistance with City services.

As used in this Statement, the term gift has the same meaning as under the Political Reform Act, including the Act's exceptions to the gift limit. (See Gov't Code §§ 82028, 89503; 2 Cal. Code Regs. §§ 18940-18950.4.) For example, under the Act, a gift that, within 30 days of receipt, is returned, or donated by the officer or employee to a 501(c)(3) organization or federal, state or local government without the officer or employee taking a tax deduction for the donation, will not be deemed to have been accepted. In addition to the exceptions contained in the Act, nothing in this Statement shall preclude an employee's receipt of a bona fide award, or free admission to a testimonial dinner or similar event, to recognize exceptional service by that employee, and which is not provided in return for the rendering of service in a particular matter. Such awards are subject to the limitation on gifts imposed by the Political Reform Act and local law.

In addition, the following gifts are de minimis and therefore exempt from the restrictions on gifts imposed by section V of this Statement:

- i. Gifts, other than cash, with an aggregate value of \$25 or less per occasion; and

Recreation and Park Department  
Statement of Incompatible Activities  
Page 10 of 10

- ii. Gifts such as food and drink, without regard to value, to be shared in the office among officers or employees.

*Example.* A member of the public who regularly works with and receives assistance from the Department sends a \$15 basket of fruit to an employee as a holiday gift. Although the fruit may in fact be offered in exchange for performing services that the employee is expected to perform in the regular course of City duties, the employee may accept the fruit because the value is de minimis. (Because the reporting requirement is cumulative, an employee may be required to report even de minimis gifts on his or her Statement of Economic Interests if, over the course of a year, the gifts equal or exceed \$50.)

*Example.* A member of the public who regularly works with and receives assistance from the Department sends a \$150 basket of fruit to the Department as a holiday gift. Although the fruit may in fact be offered in exchange for performing services that the Department is expected to perform in the regular course of City duties, the Department may accept the fruit basket because it is a gift to the office to be shared among officers and employees.

## **VI. AMENDMENT OF STATEMENT**

Once a Statement of Incompatible Activities is approved by the Ethics Commission, the Department may, subject to the approval of the Ethics Commission, amend the Statement. (C&GC Code § 3.218(b).) In addition, the Ethics Commission may at any time amend the Statement on its own initiative. No Statement of Incompatible Activities or any amendment thereto shall become operative until the City and County of San Francisco has satisfied the meet and confer requirements of State law and the collective bargaining agreement.

## **Exhibit D**

### **Annual Support Projects**

RPD projects, programs and operations including:

- Community events
- Youth development programs
- Recreation programs and facilities
- Volunteer programs
- Materials and supplies for park and program operations
- Park bench maintenance and materials for the commemorative bench program
- Staff development programs and activities including:
  - Training
  - Professional development
  - Strategic planning
- Employee recognition and appreciation
- Partnership development and planning

## **Exhibit E**

### **List of Active Special Projects**

1. Let'sPlaySF! – active agreements
2. India Basin – active agreement
3. Golden Gate Park Tennis Center – active agreement
4. Conservatory of Flowers – active agreement
5. McLaren Bike Park Founders
6. SkyStar Permit (as to SFPA)

**FIRST AMENDMENT TO THE  
MEMORANDUM OF UNDERSTANDING BETWEEN  
THE SAN FRANCISCO PARKS ALLIANCE  
AND  
THE SAN FRANCISCO RECREATION & PARK DEPARTMENT**

This Amendment ("Amendment") is made and entered into as of May 27, 2024, by and between the City and County of San Francisco (the "City"), acting by and through the Recreation and Park Department ("RPD"), and the San Francisco Parks Alliance, a California non-profit benefit corporation ("SFPA").

**RECITALS**

- A.** WHEREAS, With approval of the Recreation and Park Commission (Resolution No. 2105-007), RPD and SFPA have entered into a Memorandum of Understanding dated May 28, 2021 ("the MOU"), with regard to their shared work to provide the highest quality parks and open spaces and to ensure access to free and low-cost events and public programs in San Francisco; and
- B.** WHEREAS, RPD and SFPA wish to enter into this Amendment to the MOU, to extend the MOU's term pending completion of the reorganization of SFPA back offices, and the Recreation and Park Commission approved this Amendment by Resolution No. 2405-009;

NOW, THEREFORE, the Parties agree as follows:

- 1. Definitions.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the MOU.
- 2. Modifications.** The MOU is hereby modified as follows:

**A. Section 1 – Term of MOU** is amended to read as follows:

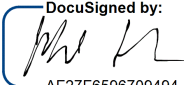
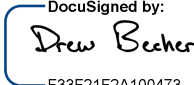
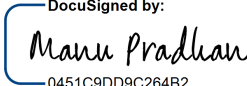
- 1. Term of MOU.** This MOU shall commence on the Effective Date and shall be effective until June 30, 2025.

**B. Section 3.5 – Term of MOU** is amended to read as follows:

**3.5 Quarterly Reports and Reconciliations.** SFPA will provide quarterly reports to RPD, and shall use commercially reasonable efforts to deliver such reports (i) with respect to the first three fiscal quarters of any year, within [45] days after the end of such fiscal quarter and (ii) with respect to the fourth fiscal quarter of any year, within [90] days after the end of such fiscal quarter, regarding the balance and use of funds within the Annual Support fund (i.e., beginning period balance, revenues, expenses, ending period balance), including donation and expenditure reports. RPD's Finance Division and SFPA will each use commercially reasonable efforts to reconcile expenditure reports and separate account balances. RPD will post a reconciled annual expenditures report on its website by October 30 of each year. To create additional transparency around the use of Annual Support funds, RPD will submit the reconciled quarterly report of all expenditures to the Recreation and Park Commission for review within 30 days after receipt of the reports.

3. **Entire Agreement.** This Amendment sets forth the entire understanding of the parties on the subject matter of this Amendment. There are no agreements between the parties relating to the Amendment other than those set forth herein. Neither party has relied upon any understanding, representation or warranty not set forth herein, either oral or written, as an inducement to enter into this Amendment.
4. **MOU in Full Force and Effect; Amendment Prevails.** Except as amended hereby, the MOU remains unmodified and in full force and effect. To the extent the provisions of this Amendment conflict with the provisions of the MOU, this Amendment shall prevail.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives:

<div>CITY AND COUNTY OF SAN FRANCISCO</div> <div><div><div>DocuSigned by:</div><div></div></div><div>AF27F6596709494...</div></div> <div>By: _____ Philip A. Ginsburg, General Manager Recreation and Park Department 5/21/2024 DATE: _____</div>	<div>SAN FRANCISCO PARKS ALLIANCE</div> <div><div><div>DocuSigned by:</div><div></div></div><div>F33F21F2A100473...</div></div> <div>By: _____ Drew Becher, CEO San Francisco Parks Alliance 5/21/2024 DATE: _____</div>
<div>APPROVED AS TO FORM:</div> <div>DAVID CHIU City Attorney</div> <div><div><div>DocuSigned by:</div><div></div></div><div>0451C9DD9C264B2...</div></div> <div>By: _____ Manu Pradhan Deputy City Attorney</div>	

**RELATED AGREEMENT  
BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO,  
RECREATION AND PARK DEPARTMENT  
and  
THE SAN FRANCISCO PARKS ALLIANCE  
regarding India Basin Waterfront Park**

This Follow-up Agreement is entered into by and between the San Francisco Parks Alliance (“SFPA”), a California non-profit public benefit corporation (“Partner”), and the City and County of San Francisco (“City”) acting through its Recreation and Park Department (“RPD”), collectively referred to herein as the “Parties.”

**RECITALS**

WHEREAS, RPD operates and maintains certain real property owned by the City that is commonly referred to as India Basin Waterfront Park located off of Hunters Point Boulevard in San Francisco, California; and

WHEREAS, SFPA partners with communities and public agencies to create, sustain, and advocate for parks and public spaces; and

WHEREAS, on May 24, 2021 RPD and SFPA entered into a Memorandum of Understanding governing the organizations’ relationship that was reviewed and approved by the Office of the City Attorney of San Francisco and the Office of the San Francisco Controller and approved by the Recreation and Park Commission and extended until May 2024; and

WHEREAS, The Parties to this Agreement are signatories to a Grant Agreement with the San Francisco Foundation (“the Grantor”) concerning the India Basin Initiative, which includes the creation of a 10-acre waterfront park (“the Project”) and the implementation of an Equitable Development Plan to the construction and activation of the park (“the EDP”); and

WHEREAS, the Fund Establishment Agreement, which is incorporated by reference herein, calls for RPD and Partner to enter into a separate Related Agreement that shall govern the particulars of their collaboration on the Initiative; and

WHEREAS, Partner intends to collaborate with RPD on the Initiative through a series of cash and in-kind grants to implement the full Initiative, generally described in the attached Grant Scope (attached to the San Francisco Foundation Agreement as **Exhibit A**).

WHEREAS, This collaboration will be funded by the Grant, supplemented by approximately \$2 million that Partner intends to contribute directly to the Initiative (“the SFPA Contribution”) as cash or in-kind grants; and

WHEREAS, On September 21, 2023 by resolution number 2309-014, the Recreation and Park Commission recommended that the Board of Supervisors authorize RPD to accept and expend the Grant and the SFPA Contribution, and to enter into this Follow-up Agreement; and

WHEREAS, On December 5, 2023 by resolution number 231184, the Board of Supervisors granted the foregoing approvals;

NOW, THEREFORE, subject to and effective upon the execution of this Agreement by the Parties (the "Effective Date"), the Parties agree as follows:

**1. Term.** This Agreement shall become effective upon full execution and delivery hereof by the Parties. The Agreement shall expire once the Grant Funds and SFPA Contribution have been expended in full.

**2. Roles and Responsibilities.** The Parties intend to implement the Initiative based on the roles and responsibilities, budget and schedule incorporated into the Funds Establishment Agreement (Exhibits A-C in the Funds Establishment Agreement), as those documents may be updated or amended from time to time.

**2.1 Administrative Costs.** The Budget may cover the reasonable staffing and administrative costs as determined by SFPA and approved by the Executive Team of to conduct Initiative work and raise Campaign funds based on assessments of necessary staff time and other expenses as estimated in the preliminary budget in the Grant Agreement. SFPA has agreed not to charge the Initiative for fundraising staff time as the work aligns with the Mission of the SFPA and raising funds for park projects is part of the regular work of its staff. The Partners shall review costs annually to review and refine staff time necessary to conduct Initiative activities, raise funds and administer private funds.

**2.2 Charter Provisions.** 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, then City may immediately terminate this Agreement without penalty, liability, or expense of any kind by written notice to Partner. 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. Partner's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

### **3. [Reserved]**

**4. Use of Grant Funds.** Partner shall use all cash grants from Grantor and the entire SFPA Contribution solely to support the Initiative, through a combination of cash and in-kind grants, consistent with the agreed-upon Budget (inclusive of the EDP Budget) and Grant Scope and Budget attached to the San Francisco Foundation Agreement as **(Exhibits A**



**and B)**, both of which may be updated from time to time. The requirements applicable to Partner's support of the Initiative are as follows:

#### **4.1 [Reserved]**

#### **4.2 In-Kind Grant – Professional Design Services.**

a. **Architect/Other Consultants.** Partner may engage the services of licensed and insured architecture professionals ("Architects"), engineering professionals ("Engineers"), and other design and construction professionals as needed (e.g., independent construction management services, inspection and building commissioning services) – all collectively "Consultants" – to prepare conceptual, schematic, and detailed designs, construction documents, and technical specifications ("Project Documents") for the Project consistent with the approved Project Budget, and to support the Project during construction. The Consultants and their respective scopes of work and schedules shall be approved in writing by the RPD Project Manager, such approval not to be unreasonably withheld, before the Consultants start work on the Project. Partner's contracts with the Consultants shall include the terms and conditions listed in **Exhibit A**, attached hereto.

b. **Project Documents.** The Project Documents shall bear the stamp and signature of the licensed design professional and shall be submitted to RPD for review prior to planned advertisement for bids for the construction of the Project. These reviews will include conceptual plan review and at a minimum three (3) internal review periods during the development of the project documents. Partner shall provide all Project Documents to the RPD in both hard copy and digital format, which includes CADD files of the final construction documents. RPD shall have a non-exclusive license to use all Project Documents and any necessary drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, construction documents and/or designs developed for the Project.

**4.3 In-Kind Grant – Construction.** Although the bidding and construction of the India Basin Project is planned to be conducted by RPD, this section applies in the event that any components within the larger India Basin project may be done by the Partner including temporary improvements conducted before the full renovation is complete.

a. **Selection of Contractor.** Partner may, at its own expense and at no cost to the City, hire a Contractor approved by RPD to complete approved work on the Project. Any contract entered into with such a Contractor shall include the terms and conditions listed in **Exhibit B**, attached hereto.

b. **Coordinating Start of Construction.** Before starting work, Partner shall certify to RPD that it has in place all funds necessary to complete the planned scope of work. Upon such certification, RPD shall consult Partner regarding an appropriate start date, which shall be determined by RPD in its sole discretion and in writing. The work schedule shall not interfere with RPD's other work, permits, and reservations in the park.

c. **Permission to Enter.** RPD's authorization to proceed shall constitute the grant of a revocable, personal, unassignable, non-exclusive and non-possessory privilege to Partner (including its Contractor) to enter upon and use the area of the park identified by RPD for the limited purpose of completing the approved scope of work. This privilege shall be temporary only and shall commence once the dates are confirmed and agreed to by RPD. Without limiting any of its rights hereunder, City may revoke this permission as set forth herein, without any obligation to pay any consideration to Partner.

d. **Scope of Work.** Partner may cause Contractors to complete their work only in accordance with the specifications approved in advance by RPD, and upon satisfaction of the conditions set forth below and in the attached **Exhibit B**. Partner shall bear all costs or expenses of any kind or nature in connection with its use of the park, including payment to the Contractors to complete the work, and shall keep the park free and clear of any liens or claims of lien arising out of or in any way connected with its use of the park. The required Scope of Work shall also include exercising due care; maintaining the park in a good, clean, safe, secure, sanitary and sightly condition; upon completion of construction, removing all debris and restoring the park to its condition immediately prior; and immediately repairing any and all damage.

e. **Contractor Requirements.** Grantor shall require Contractor and its agents to comply with the following requirements:

i. 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.

ii. Implement appropriate measures to ensure public safety while working in the park, including, but not limited to, erecting safety barriers and caution signage and/or tape.

iii. Pay its workers the prevailing rate of wage for the craft or classification of work performed, and provide certified payroll records to City on request pursuant to City-standard practices.

iv. Adhere to Occupational Safety & Health Administration standards related to the Project.

v. Warrant and guarantee to the City that all materials and equipment 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.

f. **Restrictions on Use.** Partners agrees that, by way of example only and without limitation, the following uses of the park by Partner, Contractors, or any other person acting by or through them are strictly prohibited:

i. **Improvements.** Neither Partner nor Contractors shall construct or place any temporary or permanent structures or improvements on the park, or alter any existing structures or improvements, other than the approved work.

ii. **Dumping.** Neither Partner nor Contractors shall dump or dispose of refuse or other unsightly materials on, in, under or about the park.

iii. **Hazardous Material.** Partner shall not cause, nor shall Partner allow Contractors or any of its other Agents or Invitees to cause, any Hazardous Material (as defined below) to be brought upon, kept, used, stored, generated or disposed of in, on or about the park, or transported to or from the park. Partner shall immediately notify City when Partner learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on or about the park. Partner 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 Partner, Contractors, or Partner's other Agents or Invitees cause a release of Hazardous Material, Partner shall, without cost to City and in accordance with all laws and regulations, return the park to the condition immediately prior to the release. Partner shall also 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 park or are naturally occurring substances in the park, 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 park.

iv. **Nuisances.** Neither Partner nor Contractors shall conduct any activities on or about the park 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 Partner nor Contractors shall do anything that will cause damage to any of City's property.

g. **Final Acceptance.** Partner shall notify RPD once the work is complete in accordance with the approved plans. RPD shall perform a final inspection within 10 working days of such notice. Upon RPD's inspection and decision to accept the work, RPD will, no later than 5

days from such decision to accept the work, prepare a letter of final acceptance (the "Acceptance Letter") addressed to Partner. Upon receipt of the Acceptance Letter, Partner shall immediately remove all of its property from the park and shall repair, at Partner's cost, any damage to the park caused by such removal or caused by Partner's activities in the park, and shall restore the park to its condition prior to completion of the work undertaken by Partner.

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

**5. Indemnification.** Partner shall defend, indemnify, and save harmless the City, its officers, agents and employees from any and all loss, expense, damage, injury, liability and claims thereof for injury to or death of any person, including employees and agents of Partner or Consultants, or loss of or damage to property, resulting directly or indirectly from any activity conducted on or use of the park by Partner or its agents, employees, volunteers under this Agreement, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except and to the extent where such loss, damage, injury, liability or claim is the result of the sole negligence or intentional or willful misconduct of the City, its officers, agents or employees.

City agrees to defend, indemnify and hold harmless Partner 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 Agreement, except those arising by reason of the sole negligence or intentional or willful misconduct of Partner and/or Consultants, their officers, directors, employees and agents.

In the event of concurrent negligence of the City, its officers, employees and agents, and Partner and/or Consultants, 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.

**6. Insurance.** Partner shall maintain at all times during its activities in the park insurance described in the certificate attached hereto as **Exhibit C**, and to name the City and County of San Francisco, its officers, employees and agents as additional insureds. Before commencing any operations under this Agreement, Partner 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. Compliance with the provisions of this section

shall in no way relieve or decrease Partner's indemnification obligations under this Agreement or any of Partner's other obligations hereunder.

**7. Financial Reporting and Audit Provisions.** The Parties shall comply with the provisions regarding financial reporting and auditing requirements attached to the Funds Establishment Agreement as Exhibit E which are fully incorporated herein.

**8. Sunshine Ordinance and Donor Disclosures.** Partner understands and acknowledges that this Agreement, and any document between the Parties, shall be subject to the disclosure requirements of the City's Sunshine Ordinance and the California Public Records Act. In addition, SFPA agrees to disclose information regarding the amounts and sources of funding, to provide a copy of all required reports and disclosures to RPD, and to provide all information requested by RPD to enable RPD to comply with its disclosure obligations, as indicated in Exhibit E of the Funds Establishment Agreement. SFPA will enable RPD to satisfy the respective reporting obligations of the partners by providing RPD information about their donor so that RPD can post a list of all contributions to the Initiative received by SFF and/or Partners on RPD's website, in accordance with Administrative Code Section 67.29-6.

**9. Termination.** Any Party may terminate this Agreement if it provides the other Party written notice of the other Party's failure to comply with a material term of this Agreement, and that Party does not cure the failure to the complaining Party's reasonable satisfaction within 30 days or such other reasonable timeframe mutually agreed to by the Parties in writing.

**10. Dispute Resolution.** In the event of a dispute under this Agreement, the Party claiming default shall first provide the other Party a written notice of default and a 30-day opportunity to cure. If the dispute is not resolved within 30 days or if the parties otherwise agree to waive the 30-cure day period, the dispute shall proceed to non-binding mediation. If the dispute is not resolved within 30 days of the mediation, the complaining Party may declare the other party in default. The Party claiming default shall then be entitled to exercise any right or remedy available at law or in equity which it may have by reason of such default including, but not limited to the right to monetary damages and specific performance to prevent or eliminate such default.

**11. Conflicts of Interest.** By executing this Agreement, Partner certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement. For example, Partner will notify RPD if it becomes aware that any RPD employee or officer participates in a decision in which the employee or officer, or a member of their family, has a financial interest. In addition, the Parties agree and acknowledge that Partner's support of RPD, or lack thereof, shall have no bearing on and shall not be relevant towards any future contracting, leasing, or permitting decisions by RPD.

## 12. Miscellaneous.

a. **Entire Agreement.** This Agreement (including the Exhibits hereto, which are incorporated herein by reference) contains the entire understanding between the Parties as of the date of this Agreement, and all prior written or oral negotiations, discussions, understandings and agreements are merged herein.

b. **Compliance with Applicable Laws.** All actions described herein are subject to and must be conducted and accomplished in accordance with the City's charter, its municipal code, and all applicable state and federal laws, building codes and regulations. Partner understands and agrees that RPD is entering into this agreement in its capacity as a property owner, and that nothing herein shall limit Partner's obligations 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.

c. **Approvals.** 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 and absolute discretion.

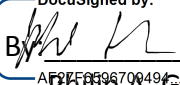
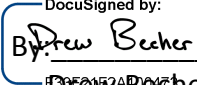
d. **Independent Relations.** Nothing herein contained shall be construed as creating the relationship of employer and employee between the City and Partner or any of their respective agents or employees or Contractors. Partner shall at all times be deemed an independent contractor and shall be wholly responsible for the manner in which it performs the duties required of it by the terms of this Agreement. Partner has and hereby retains the right to exercise full control and supervision of its duties and full control of employment, direction, compensation and discharge of all persons assisting it in the performance this Agreement. Partner will be solely responsible for all matters relating to payment and employment of employees, including compliance with social security, withholding and all other regulations governing such matters. Nothing set forth in this Agreement shall be deemed to render the City a partner in Partner's business, or a joint venture or member in any joint enterprise with Partner.

e. **No Third Party Beneficiaries.** Except as expressly provided, nothing contained in this Agreement shall create or justify any claim against the City or Partner by any third person with respect to the performance of any duties or other projects being undertaken by Partner or the City. The provisions of this Agreement are not intended to benefit any third party, and no third party may rely hereon.

f. **Amendments.** This Agreement may be amended or modified only in writing by the Parties. The RPD General Manager, in consultation with the City Attorney, may execute such amendments on behalf of the City, provided the amendments are in the best interests of the City, do not materially increase the City's obligations or liabilities, are necessary or advisable to effectuate the purposes of the Project, and are in compliance with all applicable laws.

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

APPROVED:

<p>CITY AND COUNTY OF SAN FRANCISCO</p> <p>DocuSigned by:    <small>AF97F896700491</small>  <b>Philip A. Ginsburg, General Manager</b>  <b>Recreation and Park Department</b></p> <p>DATE: <u>12/15/2023</u></p>	<p>SFPA</p> <p>DocuSigned by:    <small>13F0A52AD0471</small>  <b>Drew Becher, CEO</b>  <b>San Francisco Parks Alliance</b></p> <p>DATE: <u>12/14/2023</u></p>
<p>APPROVED AS TO FORM:</p> <p>DocuSigned by:    <small>0151C9DD9C754B2</small>  <b>Manu Pradhan</b>  <b>Deputy City Attorney</b></p>	

Attachments:

Exhibit A: Design Professional Terms

Exhibit B: Contractor Terms

Exhibit C: Partner Insurance

**EXHIBIT A  
DESIGN PROFESSIONALS  
REQUIRED CONTRACT TERMS**

**1. Code Compliance.**

Consultant shall comply with requirements of applicable codes, regulations, and current written interpretation thereof published and in effect during the Consultant's work on the Project. Where there is an irreconcilable discrepancy between any of the above-mentioned codes and regulations, the Consultant shall identify to RPD the irreconcilable discrepancy, 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 Consultant and which result in a substantive change to the plans, the Consultant 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 Consultant shall be responsible to identify, analyze and report to the City on pending changes to codes and regulations that would reasonably be expected to affect the design of the Project, including changes to the California building codes and San Francisco Building Code and other amendments.

**2. Standard of Performance**

The Consultant shall perform its services in accordance with the professional standard of care applicable to the design and construction of projects of similar size and complexity in the San Francisco Bay Area.

**3. Insurance**

Consultant must maintain in force, during the full term of its Agreement with Partner, 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. Consultant hereby agrees to waive subrogation which any of its insurers may acquire from Consultant by virtue of the payment of any loss. Consultant 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 and Partner for all work performed by the Consultant, its employees, agents and subconsultants.
- 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 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.
- D. Professional liability insurance 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.



- E. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:
  - 1. Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees and Partner, its Officers, Agents, and Employees.
  - 2. That such 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.
- F. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section.
- G. Should any of the required insurance be provided under a claims-made form, Consultant shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three 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, such claims shall be covered by such claims-made policies.
- H. 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 such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
- I. Should any required insurance lapse during the term of this 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 such lapse of insurance.
- J. Before commencing any operations under this Agreement, Consultant 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.
- K. Approval of the insurance by City and/or Partner shall not relieve or decrease the liability of Consultant hereunder.

4. Indemnity

- A. Defense Obligations. To the fullest extent permitted by law, Consultant shall, following a tender of defense from City, assume the immediate defense of (with legal counsel subject to approval of the City), the City, its boards, commissions, officers, and employees (collectively "Indemnitees"), from and against any and all claims, losses, costs, damages, expenses and liabilities of every kind, nature, and description including, without limitation, injury to or death of any person(s) and incidental and consequential damages (collectively "Damages"), court costs, attorneys' fees,

- litigation expenses, fees of expert consultants or witnesses in litigation, and costs of investigation (collectively "Litigation Expenses"), that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the alleged negligence, recklessness, or willful misconduct of Consultant, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities"). City will reimburse Consultant for the proportionate percentage of defense costs exceeding Consultant's proportionate percentage of fault as determined by a Court of competent jurisdiction.
- B. Indemnity Obligations. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Indemnitees from and against any and all Liabilities, including but not limited to those for Damages or Litigation Expenses.
- C. Copyright Infringement. Consultant shall also indemnify, defend and hold harmless all Indemnitees from all suits or claims for infringement of the patent rights, 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, work or deliverables supplied in the performance of Services. Infringement of patent rights, copyrights, or other proprietary rights in the performance of this Agreement, if not the basis for indemnification under the law, shall nevertheless be considered a material breach of contract.
- D. Severability Clause Specific to Indemnification and/or Defense Obligations. To the extent any Court of competent jurisdiction or law invalidates any word, clause, phrase, or sentence herein that word, clause, phrase, or sentence, and no other portion, shall be deemed removed from this section. All other words, clauses, phrases and/or sentences remain enforceable to the fullest extent permitted by law.
5. Third Party Beneficiary
- The City shall be named as a third party beneficiary in the Consultant Agreement.

**EXHIBIT B**  
**CONTRACTORS**  
**REQUIRED CONTRACT TERMS**

1. Exercise of Due Care.

Contractor shall use due care at all times to avoid any damage or harm to City's property and to native vegetation and natural attributes of the park. Contractors shall take such soil and resource conservation and protection measures as City may request. City shall have the right to approve and supervise any excavation work. Under no circumstances shall Contractors damage, harm or take any rare, threatened or endangered species on or about the park. Contractor shall do everything reasonably within its power, both independently and upon request by City, to prevent and suppress fires on and adjacent to the park attributable to its work in the park. Contractors shall maintain the work area in a good, clean, safe, secure, sanitary and slightly condition; upon completion remove all debris and restore the area to its condition immediately before work began, to the satisfaction of City; and immediately at its sole cost repair any and all damage.

2. Insurance

Contractor must maintain all of the insurance as set forth below, during the full term of its Agreement with Partner and at all times during its activities in the park, naming the City and County of San Francisco, its officers, employees and agents as additional insureds. Before commencing any operations under this Agreement, Contractors(s) 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. Compliance with the provisions of this section shall in no way relieve or decrease Contractor's indemnification obligations under this Agreement or any of Contractor's other obligations hereunder.

- a. Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness. Contractor hereby agrees to waive subrogation which any of its insurers 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 and Partner for all work performed by the Consultant, its employees, agents and subconsultants.
- 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 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.
- d. Professional liability insurance 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.

- e. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:
  - i. That such 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.
- f. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section.
- g. Should any of the required insurance be provided under a claims-made form, Consultant shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three 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, such claims shall be covered by such claims-made policies.
- h. 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 such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
- i. Should any required insurance lapse during the term of this 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 such lapse of insurance.
- j. Before commencing any operations under this Agreement, Consultant 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.
- k. Approval of the insurance by City and/or Partner shall not relieve or decrease the liability of Consultant hereunder.
- l. If a subcontractor will be used to complete any portion of this Agreement, Consultant shall ensure that its subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees, Partner, its officers, agents and employees and the Consultant as additional insureds.

### 3. Indemnification

- a. Consistent with California Civil Code section 2782, Contractor shall assume the defense of, indemnify and hold harmless the City and County of San Francisco, its boards and commissions, and all of their officers, agents, members, employees, authorized

representatives, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, from all claims, suits, actions, losses and liability of every kind, nature and description, including, but not limited to attorneys 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 sole negligence or intentional tort of any person indemnified herein.

- b. Contractor acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arises 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, provided, however, that no delay on the part of the City or other indemnified party shall relieve Contractor from any obligation hereunder. 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, such that any responsive pleadings may be timely filed and in every instance, within thirty (30) days after City or other indemnified party has given notice of the claim, and provided further that City and other indemnified party may retain separate counsel 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 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, as applicable. Subject to Contractor's obligation to reimburse City's and other indemnified parties' costs of same, 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.
  - i. 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 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 the City and/or other indemnified party in connection with such 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.

- ii. 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 3 (Indemnification).

**EXHIBIT C**  
**PARTNER INSURANCE**

Partner will maintain in force, during the full term of the Agreement, insurance in the following amounts and coverage:

A. Workers' Compensation, with Employer's Liability limits not less than \$1,000,000 each accident.

B. Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 General Aggregate, Combined Single Limit for Bodily Injury and Property Damage. Comprehensive General Liability policies shall be endorsed to name the City and County of San Francisco, its Officers, Agents, and Employees as Additional Insureds. Such policies shall also be endorsed to state that they are the primary insurance over any other insurance available to the Additional Insureds with respect to any claims arising under the Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

## John Pritzker Family Fund

April 30, 2019

Mr. Phil Ginsburg  
General Manager  
San Francisco Recreation and Park Department  
McLaren Lodge-Golden Gate Park  
501 Stanyan Street  
San Francisco, CA 94117

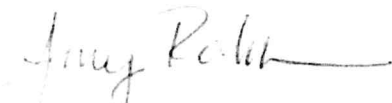
Dear Mr. Ginsburg:

On behalf of the John Pritzker Family Fund, we are pleased to award grants totaling \$25,000,000 for the City and County of San Francisco's India Basin Park Project, under the leadership of the San Francisco Recreation and Park Department, and in collaboration with the San Francisco Parks Alliance and The Trust for Public Land. Details are spelled out in the attached grant agreement.

Please return the counter-signed documents to the John Pritzker Family Fund, c/o Geolo, Pier 5, Suite 102, The Embarcadero, San Francisco, CA 94111.

If you have any questions, please contact me at [amy@jpfamilyfund.org](mailto:amy@jpfamilyfund.org). We are very pleased to support the India Basin Park Project.

Sincerely,



Amy Rabbino, Ph.D.  
Executive Director  
John Pritzker Family Fund

cc: The Honorable London Breed  
Drew Becher, San Francisco Parks Alliance  
Guillermo Rodriguez, The Trust for Public Land

c/o Geolo Capital • Pier 5, Suite 102 • The Embarcadero • San Francisco, CA 94111



## John Pritzker Family Fund

### GRANT AGREEMENT






This Grant Agreement (this "Agreement") is entered into as of the 21<sup>st</sup> day of March, 2019 by and among the John Pritzker Family Fund (the "Fund") and the San Francisco Parks Alliance ("SFPA"), the City and County of San Francisco acting by and through its Recreation and Park Department ("RPD"), and The Trust for Public Land ("TPL") (each of SFPA, RPD, and TPL hereinafter referred to as a "Grantee" and collectively as the "Grantees").

The Fund is pleased to award the Grantees a grant in the amount of \$25 million for the India Basin Park Project, payable as follows and subject to the Grantees' acceptance of the terms and conditions herein.

Each of the Grantees hereby agree that:

1. The Grantees shall expend grant funds exclusively for the India Basin Park Project. Any material change in the use of this grant or any material change to the contemplated scope of the India Basin Park Project will need to be approved in writing by the Fund prior to the expenditure of the related funds and the Fund may refuse to consent to any such change in the Fund's sole discretion.
2. The Grantees will not withhold any portion of this grant as a grant administration fee or otherwise for any purpose unrelated to the execution of the India Basin Park Project.
3. The grant will be payable over five years. The Fund will pay the grant on the timeline, and subject to the conditions, outlined below:
  - a. \$6,025,000 to enable site remediation (including remediation of the Shipwrights Cottage), full project design (including design for the renovation of the Shipwrights Cottage), interim activation, and community engagement and stewardship. This grant installation will be payable in April 2019 as follows:
    - i. \$5,205,000 to TPL.
    - ii. \$820,000 to SFPA.
  - b. \$5,725,000 after Recreation and Park Commission approval of the construction contract for remediation of the 900 Innes site of the India Basin Park Project. (Anticipated date of grant: January 2020). This grant installation will be payable as follows:
    - i. \$3,625,000 to TPL.
    - ii. \$2,100,000 to RPD.


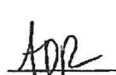



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## John Pritzker Family Fund

- c. \$5,000,000 upon Recreation and Park Commission approval of the construction contract to enable construction on Phase 1 (900 Innes) of the India Basin Park Project. (Anticipated date of grant: Spring-Summer 2021.) This grant installation will be payable as follows:
    - i. \$3,940,000 to RPD.
    - ii. \$1,060,000 to TPL.
  - d. \$5,000,000 upon the Grantees securing a combined total of \$10,000,000 for the India Basin Park Project in additional pledges or contributions from private philanthropic sources other than the Fund. (Anticipated date of grant: January 2022.) This grant installation will be payable as follows:
    - i. \$3,475,000 to RPD.
    - ii. \$1,525,000 to TPL.
  - e. \$3,250,000 to RPD after Recreation and Park Commission approval of the construction contract for Phase 2 (India Basin Shoreline Park) of the India Basin Park Project. (Anticipated date of grant: no earlier than January 2023).
4. The parties acknowledge that RPD's execution of this Agreement is conditioned on approval of this Agreement and acceptance of the Grant by the San Francisco Board of Supervisors. The parties further acknowledge that RPD will enter into separate follow-up agreement(s) with the other Grantees, as applicable, to ensure the proper use of the Grant funds and compliance with City requirements on matters such as project delivery, contracting requirements, approvals, insurance, and indemnity.
5. The Fund acknowledges that funds provided may be flexibly allocated by the Grantees in combination with other sources of funding for the purposes of interim activation, community engagement, remediation, project design, and construction as Grantees determine most appropriate. Grantees shall retain full discretion and control over the selection of any sub-grantees, contractors, or other parties to carry out the purposes of the Grant and shall act completely independently of the Fund. The Fund may review Grant expenditures in accordance with Paragraph 15, below.
6. The Grantees agree to notify the Fund of any material changes to the scope or timeline for the India Basin Park Project outlined in Exhibit A. The Grantees acknowledge that the Fund will be under no obligation to make any further payments if the scope of the project is materially diminished. The Grantees further agree that if any of the relevant conditions set forth in Paragraph 3

Initials:






    



## John Pritzker Family Fund

above shall not have been met within two years of the anticipated date, the Fund shall have no obligation to make any further grant payments hereunder.

7. The Grantees acknowledge that the Fund is awarding this grant with the understanding that Grantees will make good faith efforts to secure the appropriate level of funding needed to complete the India Basin Park Project in a timely and high-quality manner. Any intentional diversion by one or more Grantees of public funding previously allocated to the India Basin Park Project as of the effective date of this Agreement will release the Fund of its obligation to make further payments on the grant to any Grantee under this Agreement.
  
8. The Grantees acknowledge that the Fund is awarding this grant with the understanding that RPD will maintain responsibility for all aspects of the India Basin Park, including accountability for the overall operations, and shall be responsible for maintaining the Park in good day-to-day operating condition and repair and shall perform structural repairs and regularly scheduled replacements or improvements to the extent not handled by the day-to-day Operator. RPD shall also be responsible for long-term maintenance of the site.
  - a. The Fund is aware of the City's intention to form a community facilities district (CFD) as part of its Development Agreement with Build Inc for the adjacent 700 Innes site. The CFD will yield approximately \$1.5 million annually (to increase with inflation), to support RPD park maintenance of 900 Innes, India Basin Shoreline Park, India Basin Open Space, and the Big Green at 700 Innes (to be donated to the City), as well as City maintenance of non-standard infrastructure. CFD funding will also fund storm water infrastructure and site-wide public realm maintenance, as well as Bayview Hunters Point-based, park-related workforce development grants. The City will levy CFD assessments on property as it is developed. As a result, the annual budget/revenue stream of the CFD will grow in direct proportion to the number of buildings that are completed as part of the development.
  
  - b. The Fund is aware that the Development Agreement calls upon the City and Build Inc to jointly prepare and approve a Park Maintenance Standards and the Landscape Management Plan for the City parks and open spaces. And the Fund is aware that this agreement further commits RPD to fund a baseline level of services, including gardening, landscaping, routine maintenance, and routine custodial services for these properties through the annual General Fund budget process. The Fund is aware that RPD's baseline contribution and the CFD supplemental funding together will provide the level of services described in the Park Maintenance Standards and the Landscape Management Plan. In addition, the CFD shall set aside in a separate account a Capital Maintenance Payment to be used for Major Structural

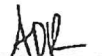
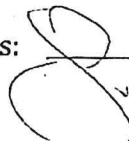
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## John Pritzker Family Fund

Repairs and Replacement for the Park Properties, subject to the CFD formation process and as permitted by law.

9. The grant period will begin as of the date of this Agreement and will end upon completion of the India Basin Park Project.
10. Grantees agree to annually submit one combined narrative report on the use of the grant funds during the previous 12 months. Reports are due to the Fund on the annual anniversary of the beginning of the grant period.
11. The Fund and the Grantees acknowledge and agree that a condition to the Fund making the grant is that the Fund is entitled to recognition in a manner consistent with RPD's donor recognition policies and in a manner consistent with any such specific donor recognition program developed for the India Basin Park Project that is approved by the Recreation and Park Commission. The Fund and the Grantees agree to work in good faith to develop signage and donor recognition that is acceptable to the Fund. The Fund and the Grantees acknowledge and understand that signage (including, without limitation, form, size, design and material) at the Project, being located on City property, is subject to approval by the San Francisco Recreation and Park Department, and shall include appropriate recognition for the Fund and the Grantees.
12. SFPA and TPL each warrant and represent that it is a tax exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), or an organization described in Section 170(c)(1) or Section 511(a)(2)(B) of the Code, and is not a private foundation as defined in Section 509(a) of the Code. For these purposes, an organization is described in Section 170(c)(1) of the Code only if it is a State of the United States, a possession of the United States, or any political subdivision of any of the foregoing (for example, a city or county), the United States or the District of Columbia, and is an organization described in Section 511(a)(2)(B) of the Code only if it is a college or university which is an agency or instrumentality of any government or any political subdivision thereof, or which is owned or operated by any government or political subdivision thereof, or by any agency or instrumentality of one or more governments or political subdivisions. As used in Section 511(a)(2)(B) of the Code, the term "government" includes all domestic governments (the United States and any of its Territories or possessions, any State and the District of Columbia). The City represents and warrants that it is a municipal corporation, consolidated as a charter city and county under Article 11 of the California Constitution.
13. Prior to the completion of the pledges hereunder (or the termination of the Grantees' obligations hereunder), SFPA and TPL will notify the Fund immediately of any actual or proposed change to its tax status under the Code. SFPA and TPL each warrant and represent that this grant shall not change its tax status under Section 509(a) of the Code. Should the IRS tax status of either

Initials:





## John Pritzker Family Fund

SFPA or TPL change, such Grantee acknowledges that it may be required to return any unexpended funds to the Fund.


14. The Grantees shall not, under any circumstances, transfer, assign or encumber any portion of the grant without the express written consent of the Fund. Furthermore, the Grantees agree that the grant funds will not be expended, transferred, or used for any purpose or in any fashion that is prohibited by an applicable law of the United States or of any domestic or foreign jurisdiction, including without limitation, applicable laws proscribing the support of terrorism or terrorist organizations.
15. The Grantees shall maintain accurate accounting records related to the expenditure of grant funds and will keep such accounting records for at least two years after the end of the grant period. The Fund may, at its expense and on reasonable notice to the Grantees, inspect, audit, or copy the Grantees' records pertaining to this grant.
16. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

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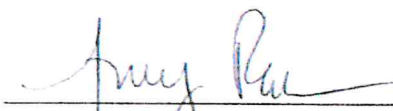
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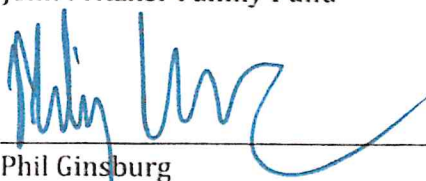
## John Pritzker Family Fund

  
\_\_\_\_\_  
John Pritzker  
Chair  
John Pritzker Family Fund

March 21, 2019  
Dated

  
\_\_\_\_\_  
Amy Rabbino  
Executive Director  
John Pritzker Family Fund

3/21/19  
Dated

  
\_\_\_\_\_  
Phil Ginsburg  
General Manager  
San Francisco Recreation and Park Department


5/3/19  
Dated

Approved as to form:  
Office of the City Attorney

By:   
\_\_\_\_\_  
Deputy City Attorney

  
\_\_\_\_\_  
Drew Becher  
Chief Executive Officer  
San Francisco Parks Alliance

5/15/19  
Dated

  
\_\_\_\_\_  
Guillermo Rodriguez  
California State Director  
Trust for Public Land

5/3/19  
Dated

CC:  
London N. Breed, Mayor

Initials: \_\_\_\_\_

## EXHIBIT A – INDIA BASIN PROJECT SCOPE: BUDGET, TIMING, DESIGN

### INDIA BASIN PARK PROJECT BUDGET

The overall India Basin project budget -- including acquisition, community engagement, planning, design, environmental land and water remediation work and two phases of park construction -- is currently estimated at approximately \$120 million. The project is proposed to be funded through a mix of local, regional, state, federal and private sources. We are modeling that the City's local public investment in this project would cover approximately 25% of the overall project cost and regional, state, federal and miscellaneous sources covering an additional 25%. Private philanthropy would cover approximately 50%.

### PROJECT TIMING

Upcoming project milestones include the following:

- |                         |           |
|-------------------------|-----------|
| • EPDP Planning         | 2019-2020 |
| • Interim Activation    | 2019-2021 |
| • Design                | 2019-2021 |
| • 900 Innes Remediation | 2020-2021 |
| • Phase I Construction  | 2021-2023 |
| • Phase 2 Construction  | 2023-2025 |

### INDIA BASIN PARK CONCEPT DESIGN



The following vision for the project that was developed with the community over that last four years. This vision includes the following elements.

#### The Neighborhood Edge/Historic Shorewalk

India Basin's steep banks and corridor-like street system closes India Basin off and discourages walking between the shoreline and the public housing on the surrounding hills. By creating vital connections between



the hills and the water, the Neighborhood Edge design encourages the surrounding hillsides to become walkable, coastal "hilltowns." The Shorewalk connects the new park to the neighborhood edge by a garden walk that uses California native, drought tolerant plantings and that follows the original, pre-filled, 1938 shoreline. It will be lined with benches, porch swings, and areas for picnic tables and gathering.

#### The Marineway

The Marine Way will accommodate casual recreational activities and events and terminates in a gravel beach from where park users can access in the water and launch kayaks, canoes and paddleboards. Nearby, visitors can rent canoes and kayaks from the "Outrigger Building," which will also house RPD waterfront programming equipment for area youth.

The Marineway features a 600 foot-long pier and dock, with an ADA-accessible human-powered launch. An excellent place to observe the Bay, the dock will also serve as an outdoor classroom and a place for bird-watching. Along the Bay Trail, as it traverses the Marineway, visitors can stop at the Shipwreck Overlook Deck, whose dimensions mirror the Bay City shipwreck buried below and from the edge of which there is seating to gaze at the ship's visible remnants.

#### The Sage Slope/Marsh Edge

On either side of the Marineway are the Sage Slopes and the Marsh Edge. Nestled within the Sage Slopes are native California sage scrub planting, a large adventure play area, adult fitness stations, a quarter-mile recreational loop, skate trails, basketball courts, walking trails, and smaller hiking trails for marsh-life observation. The Sage Slopes transition to a restored marsh edge that replaces the hard riprap edge along India Basin Shoreline Park to create a soft, vegetated buffer providing habitat for birds and animals and allowing the park to better adapt to sea level rise and storm surges.

#### The Boatyard

At the center of the India Basin Shoreline, the Boatyard is reached by the Historic Shorewalk, the Bay Trail running through the Sage Slopes, or from Innes Avenue. At the Innes Avenue entrance, visitors are welcomed to the park by the Shipwrights Cottage. A San Francisco City Landmark, it was the first Victorian-era workers cottage in the area. It will be used as a welcome and education center and will have a casual café on the lower level looking out at the water.

Honoring many BVHP residents' Southern roots, a set of porch swings hanging from a trellis structure look out onto the boatyard below, reinforcing community connections and strengthening the neighborhood edge. A light and airy Overlook Pavilion both opens onto Innes Avenue and overlooks the Boatyard and provides space for BVHP-based food vendors to operate, providing economic opportunities and concessions to a neighborhood lacking access to fresh, healthy food options.

Between the Shipwrights Cottage and Overlook Pavilion, the ADA-accessible entry garden path as well as a grand timber stairwell bring visitors into the Boatyard as well as join a landing where a Class I bikeway and the Bay Trail converge and connect to the adjacent parks. From there, the Boatyard extends toward the water. Much of the existing boatyard concrete surface will be refurbished, and the remainder will be transformed into tidal marsh wetlands.

The boatyard's former Paint Shop will be repurposed into the "Shop," which will offer boat building workshops and other maker- and life-skills classes for area youth. The Boatyard will also feature shoreline plantings, a small water feature, areas for seating and picnic tables, and restored boatyard artifacts such as the historic marineway rails.



### Shipwrights Cottage

Built in 1875, the Shipwright's Cottage is the oldest known residence in the India Basin neighborhood, which was a working-class settlement of shipbuilders. Standing sentry at a main entrance to the India Basin Park Project and across the street from public housing, it will be adaptively re-used as a welcome and education center, with a permanent exhibition about the important role that Boatyard played in the Bay Area's maritime and economic history. It will also have a casual cafe on the lower level looking out at the water. The addition of the cafe area will increase the square footage of the building from 850 square feet to 1,700 square feet. Currently, the cottage is in poor condition, and all elements require some form of repair or replacement. The project scope includes full restoration of the building's exterior to its 1920's appearance. The building requires a new foundation, excavation of the lower level to increase the ceiling height by approximately 18", and structural strengthening of the walls and roof framing for improved seismic performance. An existing addition at the north-west corner is to be converted to a single accommodation restroom on each level. All new utilities are required, including electrical, plumbing, heating, and a fire sprinkler system. Cooling and rooftop photovoltaic panels may also be included in the project. The Shipwrights Cottage has been designated as a San Francisco City Landmark. It is also eligible for listing on the California and National Registers of Historic Places and will be restored to the Secretary of the Interior's Standards. The National Trust for Historic Preservation considers the adaptive reuse of vacant historic structures to be a catalyst for attracting new investment in the neighborhoods that need it most. The decrepit state of the Shipwrights cottage creates blight in the community, and has led to trespassers, encampments, and vandalism. Its restoration as part of the Initial Stages of the India Basin Park Project will provide an immediate amenity to an underserved community whose historic resources have been neglected.

February 14, 2022

The undersigned agree to the following modification of the John Pritzker Family Fund grant agreement with the San Francisco Recreation and Park Department ("RPD"), the San Francisco Parks Alliance ("SFPA"), and the Trust for Public Land ("TPL"), for the India Basin Park Initiative, dated March 21<sup>st</sup> 2019 and approved by the San Francisco Board of Supervisors in May 2019.

The undersigned agree to the early release of the third installment of the grant specified to be paid "upon Recreation and Park Commission approval of the construction contract to enable construction on Phase 1 (900 Innes) of the India Basin Park Project." Preparation of the bid package for this contract is in process and RPD fully expects that this contract will be awarded this summer. Based on the success of the initiative in securing public funding designated for construction, the 900 Innes Construction Project is fully funded, so funding from this installment to RPD – designated as (c) in the grant agreement – is no longer needed for construction. Given that Section 5 of the agreement allows for the flexible allocation of funds, the undersigned agree to reallocate funding from grant installment (c) as described below.

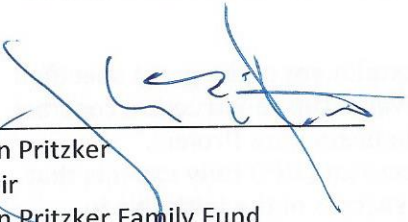
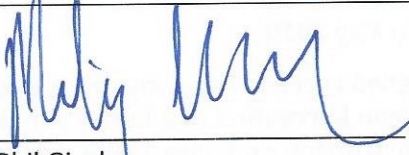
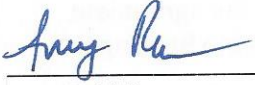
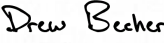

The total disbursement from the John Pritzker Family Fund will remain the same, but the allocation will change as shown in the table below. All other terms of the grant agreement will remain in force.

	Original Third Allocation per Grant Agreement	Revised Grant Allocation
To RPD	\$ 3,940,000	-
To TPL	\$ 1,060,000	\$ 2,060,000
To SFPA	-	\$ 2,940,000
Total installment	\$ 5,000,000	\$ 5,000,000

The additional \$1,000,000 to TPL, bringing their allocation to \$2,060,000, will cover increased costs incurred due to an expansion in project scope and the decision to design the two park properties in phases rather than together. For example, to ensure the design honors the aspirations of the community as expressed through the engagement process, TPL hired additional consultants including specialists in "spatial justice" and in economic development.

The additional \$2,940,000 to SFPA will be allocated between that non-profit and the A. Philip Randolph Institute and will allow the project partners to advance fundraising efforts and continue with site activation, community engagement and other elements of the newly released Equitable Development plan.

Agreed by:

 John Pritzker Chair John Pritzker Family Fund	 Phil Ginsburg General Manager San Francisco Recreation and Park Dept
 Amy Rabbino Executive Director John Pritzker Family Fund	<div>DocuSigned by:  E33F21F2A100473</div> Drew Becher Chief Executive Officer San Francisco Parks Alliance
<div>DocuSigned by:  047DFAD932E1442...</div> Guillermo Rodriguez California State Director The Trust for Public Land	

## **INDIA BASIN INITIATIVE FUNDS ESTABLISHMENT AGREEMENT**

This Funds Establishment Agreement (this “Agreement”) is entered into by and between the San Francisco Foundation, a California nonprofit public benefit corporation (“SFF”); the City and County of San Francisco (“City”) acting through its Recreation and Park Department (“RPD”); and the San Francisco Chapter of the A. Philip Randolph Institute (“APRI”), the Trust for Public Land (“TPL”), and the San Francisco Parks Alliance (“SFPA”). APRI, TPL, and SFPA are all California nonprofit public benefit corporations exempt from tax under Internal Revenue Code Section 501(c)(3), are all classified as public charities under Code Section 509(a), and are collectively referred to Agreement as the “Partners.” The Partners and SFF are collectively referred to as the “Non-City Parties.” All of the foregoing entities are collectively referred to as the “Parties.”

### **RECITALS**

WHEREAS, the parkland managed by RPD at India Basin is one of San Francisco’s few remaining bayfront wetlands and represents a critical piece of open space in the historically underserved Bayview-Hunters Point neighborhood. RPD believes that creating legacy park space in consultation with the community is of the highest priority; and

WHEREAS, in furtherance of this goal, RPD purchased a parcel at 900 Innes Avenue adjacent to the existing India Basin Shoreline Park, and has remediated the site, is in the process of developing 900 Innes into public open space, and then plans to renovate India Basin Shoreline Park, and to integrate these parks into the adjacent open spaces in order to create a 10-acre waterfront park development called the India Basin Waterfront Park (“the Project”); and

WHEREAS, RPD and the Partners conducted extensive community engagement on the design of the Project, and have worked to ensure that it will be developed in a way that brings benefits to the neighborhood, including by creating an Equitable Development Plan (“the EDP”) to guide park construction and activation of the space before, during and after construction; and

WHEREAS, RPD and the Partners estimate that the cost of completing the Project and implementing the EDP (collectively, the “Initiative”) will be approximately \$200,000,000; and

WHEREAS, As of December 2022, local, state and federal entities have committed approximately \$111 million in funding to the Initiative, including \$29 million from the 2020 Health and Recovery General Obligation Bond approved by San Francisco voters on November 3, 2020; and

WHEREAS, in May 2019 the Board of Supervisors authorized RPD to accept \$25 million in philanthropic funding for the Initiative from the John Pritzker Family Fund in both cash contributions and through in-kind grants of project design, activation and engagement undertaken by the Partners; and

WHEREAS, current funding is not sufficient to complete the Construction Project or other elements of the Initiative, but the Parties are committed to filling the gap through both additional public funds and private philanthropy; and

WHEREAS the Parties are working to raise the balance of the private funding needed for the Initiative, or approximately \$50,000,000 ("the Grant"), and intend that SFF shall hold the portion needed to complete the Project in a donor-advised fund ("the Project Fund"), and the remainder in another donor-advised fund that shall support the EDP implementation ("the EDP Fund"); and

WHEREAS, to supplement the funding received and distributed by SFF, SFPA intends to support the Initiative with an in-kind grant of approximately \$2 million ("the SFPA Contribution"), TPL intends to support the Initiative with an in-kind grant of approximately \$2 million ("the TPL Contribution"), and APRI intends to support the Initiative with an in-kind grant of approximately \$1M ("the APRI Contribution"); and

WHEREAS, on 9/21/2023 by resolution number 2309-014, the Recreation and Park Commission recommended that the Board of Supervisors authorize RPD to enter into this Agreement and the related agreements with the Partners, and to accept and expend Grant funds from SFF, and to accept and expend the TPL, SFPA and APRI Contributions from TPL, SFPA and APRI; and;

WHEREAS, on 12/5/2023 by resolution number 231170, the Board of Supervisors provided the foregoing approvals; and

NOW, THEREFORE, subject to and effective upon the execution of this Agreement by the Parties on the date that the last Party executes this Agreement (the "Effective Date"), the Parties agree as follows:

**1. Term.** This Agreement shall become effective upon full execution and delivery hereof by the Parties. The Agreement shall expire once the Grant funds and the TPL, SFPA and APRI Contributions have been expended in full.

**2. Budgets and Schedules.** A summary of RPD and the Partners' roles on the Initiative is set forth in Exhibit A. RPD and the Partners intend to implement the Initiative based on the preliminary budget and schedule attached as Exhibits B and C. RPD and the Partners shall periodically review the Budget and Schedule and may update them from time to time upon in writing by mutual agreement. RPD will keep SFF informed regarding its progress in completing the Initiative. No Party shall be obligated to cover any funding shortfall for the Initiative unless such Party expressly so agrees in writing.

In addition, this Agreement and the Related Agreements shall be 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 such agreements are not appropriated for any portion of a fiscal year, then City may immediately terminate the agreement without penalty, liability, or expense of any kind by written notice to the non-City Parties or to the applicable grantee. 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. The non-City Parties' assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

**3. Fundraising.** In consideration of SFF's obligations under this agreement, RPD and the Partners shall be responsible for raising the Grant funds, and SFF shall have no obligation to raise any of the Grant funds. All fundraising and promotional materials that reference SFF and are intended for distribution are subject to SFF's prior review and approval and shall be provided to the SFF contact person specified in Section 8 below. Grant funds deposited with SFF (net of the percentages specified in Exhibit C for administrative expenses) shall be held in either the Project Fund or the EDP Fund (depending on the direction of the donor), to be used solely for the Initiative. SFF shall manage these funds in accordance with the protocols and financial controls in Exhibit D, and in a manner consistent with the provisions of Exhibit E.

**4. Project Fund.** SFF shall hold and manage the Project Fund in accordance with Exhibit D, and may make expenditures from the Project Fund in accordance with Exhibit D and with RPD's recommendations. SFF expects to support the Initiative by providing cash grants from the Project Fund to RPD and/or the Partners upon execution of this Agreement or upon such other date as recommended by RPD and agreed to by SFF. The Parties anticipate that the grants from the Project Fund will primarily support design and construction of the Project. RPD and the applicable Partners' roles in supporting the design and construction are set forth in Exhibit A. RPD shall also enter into a separate Related Agreement with the applicable Partners that incorporates the terms of this Agreement, further defines each Partner's role on the Project, and ensures compliance with applicable City requirements on matters such as project delivery, contracting, financial reporting and controls, approvals, insurance, and indemnity. The funds in the Project Fund shall at all times be the assets of and subject to the discretion and control of SFF, as provided in Section VII of Exhibit D. To the extent the Project Fund exceeds the amounts needed to complete the Project, SFF may, in consultation with RPD and Partners, use said funds for the purposes in Section 5.

**5. Equitable Development Plan Fund.** SFF will also serve as the sponsoring organization of the EDP Fund to be established at SFF and managed in accordance with Exhibit D. The funds in the EDP Fund shall at all times be the assets of and subject to the discretion and control of SFF, as provided in Section VII of Exhibit D. SFF may award grants from the EDP Fund for charitable purposes only, in accordance with Exhibit D and consistent with RPD's recommendations, to grantees that SFF has determined meet the qualifications specified in Section VII of Exhibit D (each an "Eligible Grantee"). SFF may provide said cash grants to RPD and/or Partners, to implement the EDP as set forth in Exhibit A and in the accompanying Related Agreement with each Partner. Alternatively, SFF may also provide cash grants to nonprofit community organizations that are Eligible Grantees ("Subgrantees"); provided, however, that the Parties shall first develop procedures to ensure that any grants to Subgrantees are awarded in fair and transparent manner, with appropriate mechanisms to oversee Subgrantees' compliance with the terms of such subgrants.

**6. Public Relations.** The Parties shall cooperate in good faith on matters of public relations and media responses related to the Initiative. To facilitate the performance of this Section, the

Parties have each designated spokesperson(s) listed below under “Contacts.” At a time and in a format to be determined, the Parties may hold joint public ribbon cutting ceremonies at the completed park.

**7. Financial Reporting and Audit Provisions.** The Parties shall comply with the provisions regarding financial reporting and auditing requirements attached hereto as Exhibit E which are fully incorporated herein.

**8. Contacts/Notices**

**RPD:** 501 Stanyan Street, San Francisco, CA 94117

RPD Public Affairs	RPD Partnerships	RPD Partnerships
Sarah Madland	Lisa Bransten	Daliah Khoury
sarah.madland@sfgov.org	lisa.bransten@sfgov.org	daliah.khoury@sfgov.org
(415) 831-2740	(415) 831-2704	(415) 831-6897

**San Francisco Foundation:** One Embarcadero Ctr, Ste. 1400 San Francisco, CA 94111

<u>Pamela Doherty</u>
<u>Senior Director of Gift Planning</u>
pdoherly@sff.org
(415) 733-8521

**Partners:**

Trust for Public Land	A. Phillip Randolph Institute	San Francisco Parks Alliance
Guillermo Rodriguez	Jackie Bryant	Drew Becher
guillermo.rodriguez@tpl.org	jackie@aprisf.org	drew@sfparksalliance.org

**9. Sunshine Ordinance and Donor Disclosures.** SFF and the Partners understand and acknowledge that this Agreement, and any communications with City, shall be subject to the disclosure requirements of the City’s Sunshine Ordinance and the California Public Records Act. In addition, SFF agrees to disclose information regarding the amounts and sources of funding, to provide a copy of all required reports and disclosures to RPD, and to provide all information requested by RPD to enable RPD to comply with its disclosure obligations, as indicated in Exhibit E. SFF and the Partners may choose to satisfy their respective obligations under this Section by providing RPD information about their donors (e.g., via secured access to SFF’s Donor Portal) so that RPD can post a list of all contributions to the Initiative received by SFF and/or Partners on RPD’s website, in accordance with Administrative Code Section 67.29-6.

**10. Termination.** Any Party may withdraw from this Agreement if it provides the other Parties written notice of another Party’s failure to comply with a material term of this Agreement, and that Party does not cure the failure to the complaining Party’s reasonable satisfaction within



30 days or such other reasonable timeframe mutually agreed to by the Parties in writing. The Party alleging a failure to comply shall be entitled to exercise any right or remedy available at law or in equity which it may have by reason of such non-compliance, but not limited to the right to monetary damages and specific performance to prevent or eliminate such non-compliance. Further, in the event that City terminates this Agreement, SFF shall distribute the remainder of the Grant Funds in accordance with Exhibit D, and City may request that SFF distribute the remaining and uncommitted balance of the Grants to City.

**11. Conflicts of Interest.** By executing this Agreement, each Non-City Party certifies, but only for itself, that it does not know of any fact that constitutes a violation of Section 15.103 of the City Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify City if it becomes aware of any such fact during the term of this Agreement. For example, a Non-City Party would be required to notify RPD under this Section if it became aware that any RPD employee or officer participated in a decision in which the employee or officer, or a member of their family, has a financial interest. In addition, each Non-City Party agrees and acknowledges that its support for the Initiative, or lack thereof, shall have no bearing on any future contracting, leasing, or permitting decisions by RPD.

**12. Miscellaneous.**

a. **Entire Agreement.** This Agreement (including the Exhibits hereto, which are incorporated herein by reference) contains the entire understanding between the Parties as of the date of this Agreement, and all prior written or oral negotiations, discussions, understandings and agreements are merged herein.

b. **Compliance with Applicable Laws.** All actions described herein are subject to and must be conducted and accomplished in accordance with the City's charter, its municipal code, and all applicable state and federal laws, building codes and regulations. Each Non-City Party understands and agrees that RPD is entering into this agreement in its capacity as a property owner, and that nothing herein shall limit any Non-City Party's obligations 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. Each Non-City Party shall keep itself fully informed of City's Charter, codes, ordinances and regulations and all state and federal laws, rules and regulations affecting the performance of this Agreement, and shall at all times comply with such laws and regulations.

Each Non-City Party agrees to maintain its good standing as a corporation, nonprofit, or other applicable legal entity at all times during the term of this Agreement. This agreement to maintain good standing includes, without limitation, the Non-City Party's continued timely submission of all required information and payments when due to the California Secretary of State, Franchise Tax Board, Internal Revenue Service, California Attorney General's Registry of Charitable Trusts, or any other applicable agency or entity. Each Non-City Party shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City request, each Non-City Party shall provide documentation demonstrating its compliance with all



applicable legal requirements. If a Non-City Party will use any subcontractors or subgrantees to perform this Agreement, the Non-City Party will be responsible for ensuring the subcontractor(s) or subgrantee(s) are also in compliance with all applicable legal requirements at the time of execution and for the duration of the agreement. Any failure by a Non-City Party or any of its subcontractors or subgrantee to remain in good standing with applicable requirements shall be a material breach of this Agreement by such Non-City Party.

c. **Approvals.** 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 and absolute discretion.

d. **Independent Relations.** Nothing herein contained shall be construed as creating the relationship of employer and employee between the City and any other Party or any of their respective agents or employees or Contractors. Each Non-City Party shall at all times be deemed an independent contractor and shall be wholly responsible for the manner in which they perform the duties required by the terms of this Agreement. Each Non-City Party has and hereby retains the right to exercise full control and supervision of its duties and full control of employment, direction, compensation and discharge of all persons assisting it in the performance this Agreement. Each Non-City Party will be solely responsible for all matters relating to payment and employment of its own employees, including compliance with social security, withholding and all other regulations governing such matters. Nothing set forth in this Agreement shall be deemed to render the City a partner in any other Party's business, or a joint venture or member in any joint enterprise with any other Party.

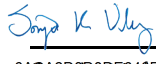
e. **No Third Party Beneficiaries.** Except as expressly provided, nothing contained in this Agreement shall create or justify any claim against any Party to this Agreement by any third person with respect to the performance of any duties or other projects being undertaken by such Party. The provisions of this Agreement are not intended to benefit any third party, and no third party may rely hereon.

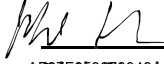
f. **Amendments.** This Agreement may be amended or modified only in writing by all of the Parties. The RPD General Manager, in consultation with and with approval as to form of the City Attorney, may execute such amendments on behalf of the City, provided the amendments are in the best interests of the City, do not materially increase the City's obligations or liabilities, are necessary or advisable to effectuate the purposes of the Initiative, and are in compliance with all applicable laws.

g. **Assignments.** Neither this Agreement nor any Related Agreement, nor any duties or obligations under said agreements, may be assigned or otherwise transferred without advance approval from RPD by written instrument executed and approved in the same manner as this Agreement. RPD's approval is subject to the assigning Party demonstrating to RPD's reasonable satisfaction that the proposed assignee is reputable and capable, financially and otherwise, of performing each of the assigning Party's obligations; and not forbidden by applicable law from transacting business or entering into contracts with City. Any purported Assignment made in violation of this provision shall be null and void. Notwithstanding the foregoing, in the event SFPA requests a consent from RPD to the assignment of all or part of SFPA's rights and/or obligations

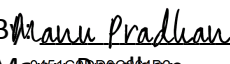
under this Agreement and RFP does not grant such consent, SFPA shall have the right to terminate this agreement for convenience upon thirty (30) days notice to RPD.

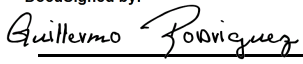
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

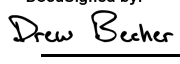
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Sonja Velez, Chief Financial Officer  
San Francisco Foundation

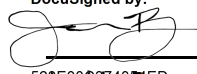
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12/19/2023  
A975659C700484  
Phil Ginsburg, General Manager  
Recreation and Park Department

APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY

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Manu Pradhan  
Deputy City Attorney

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12/19/2023  
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Guillermo Rodriguez, CA State Director  
Trust for Public Land

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12/14/2023  
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Drew Becher, Chief Exec. Officer  
San Francisco Parks Alliance

DocuSigned by:  
  
12/11/2023  
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Jackie Bryant, Executive Director  
A. Philip Randolph Institute

Attachments:

- Exhibit A: RPD/Partner Roles and Responsibilities
- Exhibit B: San Francisco Foundation Grant Budget
- Exhibit C: Initiative Schedule
- Exhibit D: SFF DAF Agreement
- Exhibit E: Controller Financial Provisions

## Exhibit A

### RPD/Partner Roles and Responsibilities

- 1) **Generally.** RPD shall oversee the Initiative as a whole, including design and construction of the Project, and coordination of the Partners' fundraising, outreach and activation efforts, both during and after construction and with respect to the EDP. TPL will support the design of the Project, including review, permitting and approvals. APRI and SFPA will primarily support EDP elements of the Initiative.
  
- 2) **Decision-making.** RPD is the manager of the property and the lead agency on the Initiative, and shall have final decision-making power regarding the use of public land. Subject to the foregoing, an India Basin Executive Team consisting of RPD and one representative of each of the Partners shall make decisions on how to implement the Initiative including the allocation of roles and responsibilities among RPD and the Partners and the approval of all Budgets. The Executive Team intends to seek support from relevant staff at RPD, TPL, SFPA and APRI on matters such as Project Delivery, Equitable Development, Communications, Activation, and Budget.
  
- 3) **Project Delivery.** RPD shall oversee all elements of design and construction of the site. To facilitate this, RPD shall assign a Project Manager who shall participate in coordination meetings with Partners' Consultants and Contractors as needed; assist with community meetings and use social media, postings, printed reports and other methods as appropriate to familiarize and engage the public with the Project; and assist with the coordination of necessary reviews and approvals for the design, permitting, and construction of the Project, including but not limited to environmental review, compliance with disability access laws, stormwater management ordinance compliance, hazardous materials inspections and monitoring, and geotechnical investigations and reports.
  - a. **Design.** TPL shall manage the design process for the Project. TPL has entered into a March 22, 2019 Agreement with RPD for the renovations of India Basin Shoreline Park and 900 Innes Street and is responsible for incorporating comments from RPD staff into the design and ensuring that Construction Drawings comply with all applicable laws, statutes, ordinances and governmental rules and regulations, including, without limitation, all federal and state laws governing disability access. RPD and the Partners shall jointly review how to proceed on any future design elements that were not covered by the March 22, 2019 agreement, and how such design shall be funded. No Party shall be obligated to cover any funding shortfall for the Project unless such Party expressly so agrees in writing.
  
  - b. **Construction.** RPD shall oversee the construction of the Project in accordance with standard City practices. RPD shall retain discretion and control over the selection of any contractors or other parties retained with the grant funds to complete the Project. The RPD Project Manager shall be primarily responsible or overseeing the

completion of construction, and shall provide for the administration of a formal construction contract, in conformance with City requirements.

- 4) **Equitable Development.** APRI shall facilitate the Equitable Development Leadership Committee and work with RPD and the other Partners to develop projects, programs and events that align with the Equitable Development Plan. This shall include initiatives that promote community Arts, Culture and Identity; Workforce Development programs; Neighborhood Connectivity, Transit, Access & Safety; Healthy Communities & Ecology; Youth Opportunities; and Housing Security. These projects shall be implemented as funding becomes available and will align with the current EDP Budget. To enable nonprofit community organizations to receive subgrants, the Executive Team shall develop procedures and/or grant agreements to ensure that any subgrants to such organizations are awarded in a fair and transparent manner, with appropriate mechanisms to oversee the organizations' compliance with the terms of such subgrants.
- 5) **Activation.** SFPA shall be the lead agency on site activation. In consultation with APRI, the Equitable Development Plan Leadership Committee, and the community, SFPA shall organize events and temporary site improvements that meet the goals of the EDP. These Initiative elements will be funded by cash and in-kind grants. SFPA acknowledges that onsite Activation events must obtain permits and comply with all RPD permit policies and other event rules. Separate from the permit fee, RPD may also charge a fee for reimbursement of any out of pocket expenses in connection with permitted events. SFPA will also obtain all necessary permits for any temporary amenities to be installed on site as part in order to support Initiative projects.
- 6) **Budgets/Fundraising.**

**Initiative Expenses.** RPD shall coordinate approval and tracking of all Initiative expenses including approval of all Budgets. RPD and the Partners shall each be responsible for presenting the Executive Team with budgets for any element of the Initiative undertaken by their organization and for providing monthly updates of expenditures. Quarterly reports will be due to the Budget Committee within 45 days of the close of each calendar quarter summarizing all expenditures. Changes to the Budget shall be reviewed and agreed upon jointly by the Budget Committee and Executive Team. RPD shall be primarily responsible on behalf of itself and the Partners for interfacing with Grantor and shall be responsible for releasing Grantor funds to Partners or other non-profits based on written direction from the Executive Team.

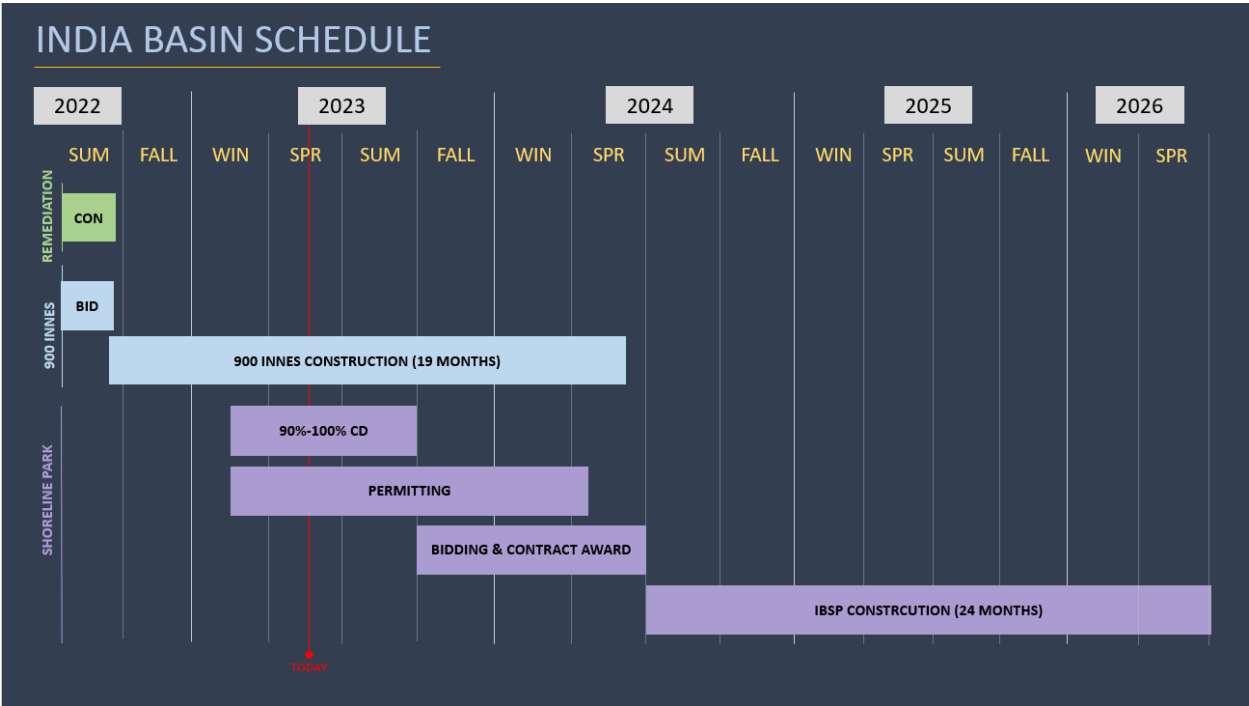
- a. **Fundraising Activity.** Each Party shall accept and track all contributions received for the Initiative, hold them in restricted accounts, and provide monthly updates to the Budget Committee on Campaign donors, Campaign revenue, Campaign expenses, and such other information as may be required for reporting and quarterly reconciliation. RPD shall oversee the coordination and tracking of funds deposited with SFF for the Initiative. Campaign Funds shall be used solely for the

- 10

# **EXHIBIT B** **SAN FRANCISCO FOUNDATION GRANT BUDGET**

San Francisco Foundation Contribution		San Francisco Foundation Directed Funds						
India Basin Waterfront Park Initiative	Initiative Totals	TPL	SFPA	APRI	CBOs	RPD	Unallocated	SFF Totals
Project Design	\$15,794,638							
GGN: Design Services	\$10,775,350							
GGN: Design Contingency	\$2,625,547							
TPL: Staff Time and Admin	\$2,393,741							
Phase I: 900 Innes Remediation	\$16,496,652							
Construction	\$10,107,134							
Soft Costs	\$3,389,518							
Unforeseen Conditions	\$3,000,000							
Phase II: 900 Innes Park Construction	\$67,968,000							
Construction	\$54,300,000							
Soft Costs	\$6,428,000							
Construction Contingency	\$7,240,000							
Phase III: India Basin Shoreline Park Construction	\$78,692,104					\$33,751,000		\$33,751,000
Construction	\$60,000,000							
Soft Costs	\$6,692,104							
Construction Contingency	\$12,000,000							
Equitable Development Plan	\$15,000,000		\$1,290,950	\$2,950,416	\$2,252,313		\$5,401,321	\$11,895,000
Arts, Culture & Identity	\$4,250,000		\$112,250	\$228,333	\$386,591			
Workforce and Business Development	\$3,400,000		\$91,250	\$315,833	\$483,770			
Connectivity, Transit, Access and Safety	\$850,000			\$131,250	\$308,770			
Healthy Communities & Ecology	\$1,700,000		\$56,250	\$175,000	\$386,591			
Youth Opportunities	\$1,700,000		\$147,250	\$350,000	\$386,591			
Housing Security	\$850,000				\$300,000			
Activation Infrastructure	\$750,000		\$129,163	\$612,500				
EDP Staff	\$1,300,000		\$649,787	\$1,137,500				
EDP Contingency	\$200,000		\$105,000					
Project Administration and Fundraising	\$5,019,000		\$747,606				\$3,606,394	\$4,354,000
Communications	\$319,000		\$148,750					
Fundraising Costs	\$4,000,000		\$598,856					
Project Admin Contingency	\$700,000							
<b>TOTAL</b>	<b>\$198,970,394</b>	<b>\$0</b>	<b>\$2,038,556</b>	<b>\$2,950,416</b>	<b>\$2,252,313</b>	<b>\$33,751,000</b>	<b>\$9,007,715</b>	<b>\$50,000,000</b>

EXHIBIT C  
INITIATIVE SCHEDULE



**Exhibit D Terms of Donor-Advised Fund Agreement for DAF**





San Francisco  
Foundation

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## DONOR ADVISED FUND AGREEMENT

With this agreement, \_\_\_\_\_ (hereinafter referred to as the "Donor") is transferring on the \_\_\_\_\_ (Date), ownership of the property listed below to The San Francisco Foundation (hereinafter referred to as the "Foundation"). This property constitutes an irrevocable gift from the Donor to the Foundation and, upon acceptance of the gift, is subject to the terms and conditions listed below.

### SECTION I - FUND NAME

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Please write in a name of the fund to be established (the "Fund"):

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### SECTION II - FUND CREATION

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#### Initial Gift

Contribution amount to establish the Fund:

\$ \_\_\_\_\_

The minimum gift to open a fund is \$10,000.00

Please check the appropriate box below:

- ☐ Check made payable to The San Francisco Foundation
- ☐ Securities:
  - ☐ Publicly Traded\*    ☐ Privately Held\*    ☐ Restricted\*
- ☐ Cash wire\*
- ☐ Other: Please describe the gift (e.g., interfund transfer, credit card, personal property, real estate)\*: \_\_\_\_\_

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\*The San Francisco Foundation will provide the appropriate transfer instructions.

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SECTION III - ADVISORS

The donor may appoint more than one advisor, in addition to themselves. Advisors must be at least 18 years of age. The Primary Advisor(s) may modify advisor appointments by completing a Fund Amendment form. If at some point an advisor becomes incapable of serving, the remaining advisor(s) retain(s) the privileges associated with their roles and the Fund.

**Primary Advisor(s) - Required**  
This individual has full advisory privileges over the Fund, including grant recommendations, investment allocation recommendations, naming the Fund, and appointment of other advisors and successor advisors. This is the highest level of authority.

**Grant Advisor(s) - Optional**  
This individual has full advisory privileges over grant recommendations, but no other Fund administration advisory privileges.

**Informational Contact(s) - Optional**  
This individual has access to Fund information but no advisory privileges.

**Successor Advisors(s) - Optional**  
See page four.

Primary Fund Advisor

First Name	MI	Last Name	Salutation
Phone Number	Phone Type	Email Address	Email Type
Mailing Address 1			
Mailing Address 2	City	State	Postal Code
Relationship to Donor:			
General Communication Preferences:			
- Preferred method of communication			(Email, Phone, Text)
Grant Communication Preferences:			
- Don't share this contact's information with the Grant Recipients.			<input type="checkbox"/>

Other Advisor(s) and Contact(s) – Select one box per individual

☐ Primary Fund Advisor☐ Grant Advisor☐ Informational Contact

First Name

MI

Last Name

Salutation

Phone

Phone Type

Email Address

Email Type

Mailing Address 1

Mailing Address 2

City

State

Postal Code

Relationship to Donor:

General Communication Preferences:

– Preferred method of communication

(Email, Phone, Text)

Grant Communication Preferences:

– Don't share this contact's information with the Grant Recipients.

☐

☐ Primary Fund Advisor☐ Grant Advisor☐ Informational Contact

First Name

MI

Last Name

Salutation

Phone

Phone Type

Email Address

Email Type

Mailing Address 1

Mailing Address 2

City

State

Postal Code

Relationship to Donor:

General Communication Preferences:

– Preferred method of communication

(Email, Phone, Text)

Grant Communication Preferences:

– Don't share this contact's information with the Grant Recipients.

☐

Successor Advisor(s)

The original donor to the Fund and/or Primary Advisor(s) may designate a Successor Advisor(s) to exercise the privileges and duties of a Fund advisor. Successor Advisors assume the privileges only after the death, resignation, refusal, removal, or inability to serve of all Primary Advisors named for the Fund. Successor advisors may neither appoint further successors nor change the final disposition of the Fund.

☐ I intend to spend down my donor advised fund in my lifetime and choose not to name successor advisors for this fund.

☐ I intend to name the following individual (s):

First Name	MI	Last Name	Salutation
Phone	Phone Type	Email Address	Email Type
Mailing Address 1			
Mailing Address 2	City	State	Postal Code
Relationship to Donor:			

First Name	MI	Last Name	Salutation
Phone	Phone Type	Email Address	Email Type
Mailing Address 1			
Mailing Address 2	City	State	Postal Code
Relationship to Donor:			

SECTION IV - DONOR ADVISED FUND FEES

There is no fee to open the Fund. There are also no transaction fees for grant distributions, although fees will apply in the case of certain international grants that require specialized review. Once established, assets held in the Fund are subject to administrative and investment fees. Fees are subject to review and amendment by the Foundation’s Board of Trustees.

A. Foundation Administrative Fee (Assessed quarterly)

Gifts to the Fund are assessed the full annual administrative fee upon donation; therefore, no additional administrative fee is assessed on those donations for the following 12-month period. Fees are assessed quarterly following the initial 12-month period.

BALANCE	FEE
First \$0 - \$3,000,000:	1.00%
Next \$3,000,000 - \$10,000,000:	0.75%
Next \$10,000,000 - \$25,000,000:	0.50%
Over \$25,000,000:	0.25%
Minimum annual fee:	\$500

B. Investment Management Fees (Assessed monthly)

The Foundation utilizes top-tier money managers to invest the assets entrusted to us. Management fees associated with these investments are charged proportionally to the Fund, based on the allocation selected on Section V.

INVESTMENT POOL	
Short-Term	0.13 - 0.18%
Mission-Aligned Investments	0.60 - 0.65%
Long-Term	1.02 - 1.10%

\*The investment pool fees will fluctuate as new managers are added or removed and excludes incentive fees. Each manager’s fee is negotiated independently.

C. Investment Administration Fee (Assessed monthly)

The Foundation charges 0.07% per year to administer investments in the Short-Term, Mission-Aligned, and Long-Term Pools. This covers the costs of our investments team and the systems needed to efficiently administer the Foundation’s portfolios and support regulatory reporting requirements. This fee, along with the additional 0.04% expense of our custodian bank and independent investment consultant, is assessed based on the average daily invested balance of the Fund.



SECTION V - INVESTMENT POOLS AND ALLOCATION

Primary Advisor(s) elect an investment allocation for the Fund at the time the Fund is established. Primary Advisor(s) may request a change to the investment allocation by completing a Fund Amendment form, subject to the approval of the Foundation. Assets of the Fund will be commingled for purposes of investment with other assets of the Foundation. The Foundation will consider a change to the investment allocation of the Fund no more than once per month and reserves the right to manage the timing of any transfers. Investment allocation changes are implemented at the beginning of the following month.

Subject to Foundation approval, a donor may request and recommend a customized investment approach through an outside investment advisor for funds at a level of \$2.5 million or more. The Foundation's Investment Committee must approve the recommended advisor, the investment advisor's proposed investment strategy, and underlying investments.

Investment Pools

**Short-Term Investment Pool** - Assets are invested in U.S. dollar denominated cash equivalents and other short-term, fixed-income securities.

**Long-Term Investment Pool** - Assets are invested in a broadly diversified portfolio with a very long-term investment horizon. Please contact the Foundation for the current asset allocation.

**Mission-Aligned Investments Pool** - Assets are invested in a sustainable and socially responsible investment portfolio that furthers the Foundation's work in achieving racial equity and economic inclusion in the Bay Area.

Asset Allocation

The Primary Advisor's recommended asset allocation should reflect the Fund's philanthropic strategy for the year. The Foundation recommends a minimum allocation to the short-term investment pool equivalent to at least a year's worth of grants to ensure adequate liquidity. This must total 100%.

\_\_\_\_\_ % Short-Term Investment Pool  
\_\_\_\_\_ % Long-Term Investment Pool  
\_\_\_\_\_ % Mission-Aligned Investments Pool

Bay Area Community Impact Fund

Assets are invested in our program-related investment strategy that provides below-market rate loans to nonprofits and social enterprises. Any capital in the fund that is not immediately deployed through loans is invested in mission-aligned assets. Minimum investment amount: \$50,000. In order to provide long-term lending capital, assets are invested on the first day of the following quarter and committed to remain in the fund for a 5-year term.

\$\_\_\_\_\_ Allocation in the Bay Area Community Impact Fund

SECTION VI - DISPOSITION OF DONOR ADVISED FUND ASSETS

Primary Advisor(s) may create a plan for their fund if the Primary or Successor Advisor(s) to this Fund are unable to act in this capacity.

If none of the following options are chosen, the balance of your Fund will be transferred to support the Foundation’s work in the community.

After the death, resignation, refusal, or inability to act of the last Primary Advisor(s) and the last Successor Advisor(s), my Fund shall be disposed of according to the following instructions:

Step 1: Select one option

- ☐ Immediately distribute the Fund balance and close my Fund, according to the following instructions in Step 2:
- ☐ Create the \_\_\_\_\_ Fund, a permanent, endowed fund and administer it according to the following instructions in Step 2 (for funds with a balance of \$100,000.00 or more):

Step 2: Instructions

\_\_\_\_\_ % **Unrestricted:** My Fund balance will support the Foundation’s work and grantmaking in the community.

\_\_\_\_\_ % **Restricted:** My Fund balance will be distributed for the following purpose (e.g., education or homelessness):

\_\_\_\_\_ % **Designated:** My Fund will be distributed to the following organizations:  
(Please provide the name and address of the organization.)

\_\_\_\_\_ % to: \_\_\_\_\_

\_\_\_\_\_ % to: \_\_\_\_\_

\_\_\_\_\_ % to: \_\_\_\_\_

*Must total 100% of designated allocation*

## SECTION VII - FUND TERMS AND CONDITIONS

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### Tax Status

The Fund shall be a component fund of the Foundation and not a separate entity for tax purposes. Nothing in this agreement shall affect the status of the Foundation as a charitable organization described in Section 501 (c) (3) of the Internal Revenue Code and as an organization that is not a private foundation within the meaning of Section 509(a) of the Code. This Agreement shall be interpreted to conform to the requirements of the foregoing provisions of the federal tax laws and any regulations issued pursuant thereto. The Foundation is authorized to amend this Agreement to conform to the provisions of any applicable law or government regulation in order to carry out the purposes of the Fund.

Any contribution to a component fund is automatically treated as a gift to a 501 (c) (3) public charity and is generally income tax deductible, subject to IRS individual deductibility rules. Acceptance of charitable contributions other than cash or marketable securities must first be approved by the Foundation. The Foundation does not provide tax or legal advice; we recommend consulting a professional advisor if you have questions about a charitable gift to the Foundation.

### Variance Power

As required by law, all assets contributed to the Fund become irrevocable gifts to the Foundation. Legal control and responsibility for the Fund rests with the Foundation in accordance with its governing documents (as amended from time to time). The Foundation owns the Fund and has the ultimate authority, discretion, and control over all property in the Fund and the income derived from it. The Foundation has the authority to vary the terms of the gift in certain circumstances. Charitable distributions from the Fund shall be made at such times, in such amounts, in such ways, and for such purposes as the Foundation shall determine, in its sole and independent discretion, within the scope of the charitable purposes of the Foundation.

The Fund shall be subject to the Foundation's governing documents, which provide that the Board of Trustees of the Foundation shall have the power to modify any restriction or condition on distributions from the Fund for any specified charitable purpose or to specified organizations if, in the sole judgment of the Foundation's Board of Trustees without the necessity of approval of any other party, such restriction or condition becomes unnecessary, incapable of fulfillment, wasteful or inconsistent with the charitable needs of the community or area served.

### Grant Restrictions

Grants from the Fund must be:

- \$250 or more; and
- Made for charitable purposes that do not provide more than incidental benefits to the Fund's advisor(s); and
- Directed to a qualified 501 (c) (3) public charity in good standing with the IRS; or
- Directed to a private operating foundation in good standing with the IRS; or
- Directed to verifiable charitable organizations with tax status equivalent to 501 (c)(3), such as public schools, religious organizations, or government agencies.

Grants from the Fund are not permitted to be made to or for the following:

- Individuals;
- The discharge of a legally enforceable charitable pledge or obligation of any person;
- Organizations with 501 (c)(4) status;



- Political contributions, or to support political campaign activities or lobbying activity;
- Any purpose that would provide benefits, goods, or services to the advisor or related party;
- Memberships, event tickets, sponsorships, registration fees in tournaments, and cause-related marketing activities where a more than incidental benefit is provided to the advisor or related party;
- Private non-operating foundations.
- Known hate groups (our policy will be furnished upon request)

Each time an advisor(s) recommends a grant, we will ask the advisor(s) to confirm the following:

"I understand that this grant recommendation is subject to review and approval by the Board of Trustees of The San Francisco Foundation, which is guided by the governing documents and grant making policies and guidelines of the Foundation. I certify that this grant recommendation is not intended to discharge or satisfy a legally enforceable charitable pledge or obligation or to pay for goods or services of more than incidental value for the benefit of myself, other donors or advisors to the advised fund, or any related persons; any such benefits are waived and will not be accepted by me, other donors or advisors to the fund or related persons. I further certify that this grant recommendation is not for a specific individual, and I understand that if the purpose of the grant indicates support for an individual, the nonprofit accepting the grant has the discretion to choose to support a different individual. I acknowledge that Foundation staff may need to contact me or the intended grant recipient to confirm the grant recommendation meets these requirements and that language supporting these certifications may be added to the grant transmittal letter."

This confirms that advisor(s) are waiving benefits that may be associated with the grant. If the grantee has mechanisms in place to prevent or avoid benefits to advisor (s), then the Foundation can make a grant. If the grantee cannot waive benefits, we will inform the advisor(s) and the grant will not be made.

### Donor Benefit Restriction

Grants made from the Fund cannot provide a benefit to the original donor to the Fund, any Fund advisor(s), and any family member or related party to the original donor or Fund advisor(s). Grants of this type risk significant penalties to the individual who advised such benefit and to the Foundation.

### Liquidity Management

The Foundation does not generally anticipate restrictions being imposed given the substantial liquidity maintained in its investment positions. However, the Foundation reserves the right to delay the processing of recommended grants in times of unusual investment market volatility or unusually high levels of grantmaking activity. Grants greater than \$1,000,000 per fund or which reduce an existing Donor Advised Fund balance by more than 80% will be processed as soon as possible, with a possibility of a portion of the Fund being held back until sufficient liquidity is available.

### International Grants

Grants to international organizations with a Section 501 (c)(3) determination letter issued by the Internal Revenue Service ("IRS") are subject to the Foundation's standard due diligence procedure. Grants to international organizations without a Section 501 (c)(3) determination issued by the IRS may also be possible after the Foundation conducts an alternative qualifying process through a third-party agency for additional fees. Fees will also apply in the case of certain international grants that require specialized review.

### Grant Payments and Acknowledgment

Grant payments sent to organizations are accompanied by a Foundation letter specifying the name of the Fund and the Fund advisor's name(s) unless requested otherwise by the donor or Fund advisor(s)

and as approved by the Foundation.

Approved grants are typically sent within seven (7) working days after a grant recommendation is made. Grants made from the Fund are generally transferred via ACH. Donor Advised Fund grants of \$250,000.00 or more are subject to an additional review by the Board of Trustees to fulfill their legal requirement to have meaningful involvement in grantmaking. The Fund advisor(s) may choose to give anonymously on a grant-by-grant basis.

### Investments

In making a gift to the Foundation for inclusion in the Fund, donors give up all right, title, and interest to the assets contributed. Aside from investment pool selection, donors cannot control the selection of investments, investment managers, or brokers after their gift has been made.

### Complex Gift Fee

Gift assets that require special review may incur additional fees to cover tax, legal, or other Foundation expenses associated with the transaction.

### Fundraising Policy

On some occasions, the Foundation may permit fundraising (including matching and challenge grants) on behalf of the Fund. All fundraising activities must be pre-approved by the Foundation. Fund advisors must allow at least 30 days for approval. Use of the Foundation's name on any fundraising material is expressly prohibited without prior written approval by the Foundation. The Foundation cannot reimburse the donor, Fund advisor(s), or related parties for expenses related to fundraising activities. All contributions raised in support of the Fund must be made payable to The San Francisco Foundation with the name of the Fund in the memo line. The Foundation is not responsible for the success of fundraising to benefit the Fund.

### Inactive Funds

The Foundation encourages the Primary Advisor(s) to maintain an active role with the Fund. In order to carry out its mandate of distributing charitable dollars to the community, the Foundation shall annually review the Fund's activity. Should the Fund have no activity (e.g., contributions, grants, or inter-fund transfers) for more than two years, the Foundation will attempt to contact the Fund's Primary Advisor(s), and/or other named advisor(s). If no advisor(s) respond, the Foundation will initiate a \$250 grant from the fund to the Foundation. If the Fund remains inactive for another year following the Foundation's notice of inactivity (for a total of three years of inactivity), the Fund may be closed, and the Foundation may follow the instructions for disposition of Fund assets as indicated in this Agreement.

### Zero and Negative Balance Funds

If the Fund carries a negative or zero balance for more than one month after the Primary Advisor is notified, the Fund will be closed unless other arrangements are made with the Foundation.

### Succession Plans

The original Donor to the Fund and/or Primary Advisor(s) selected by that person may select a succession plan for the Fund. There are several options available including naming Successor Advisors or establishing an endowed fund with various levels of restriction. All succession plans must be submitted in writing and are subject to the Foundation's approval.

Should the Primary Advisor(s) die, be unwilling, or unable to serve, or cannot be located, and/or a

Successor Advisor has not been named and there is no written fund succession plan on file at the Foundation, then the balance of the Fund may be distributed to support the Foundation's work in our community.

#### **Fund Closure**

A Fund advisor may recommend closing the Fund by granting 100% of the balance of the Fund (net of any fees and/or investment returns) to qualified Section 501(c)(3) public charities, including any of the Foundation's funds. Such recommendations must be received in writing and, if approved, Fund assets will be disbursed in accordance with the Foundation's governing documents, current agreements, laws, and regulations on the following timeline: 80% of the current balance will be granted within 10 business days of the request date, and the remaining balance of the fund, including any residual net earnings, will be granted within the following 60 days.

#### **Conflict of Terms**

In the event of an inconsistency between these terms and conditions and any terms and conditions appearing elsewhere in connection with the Fund, these terms and conditions, as interpreted by the Foundation, shall govern, and the Foundation reserves the right to take any actions at any time which, in its discretion, it deems reasonably necessary or desirable for the proper administration of the Fund and/or to comply with applicable law.

SECTION VIII - ACKNOWLEDGEMENT AND SIGNATURES

I acknowledge that I have read The San Francisco Foundation’s Donor Advised Fund Agreement and Fund Terms and Conditions and agree to the terms, fees, and conditions described therein. I understand any contribution, once accepted by the Foundation’s board of trustees, represents an irrevocable contribution to the Foundation. The Foundation’s Board of Trustees has variance power under Internal Revenue Service (IRS) regulations, and this gift is not refundable to me.

I hereby certify, to the best of my knowledge, that all information presented in connection with this form is accurate, and I will promptly notify the Foundation of any changes.

For questions regarding this form please contact:  
San Francisco Foundation Gift Planning| pdoherty@sff.org | (415) 733-8521

For the Donor(s):

Signature	Date
Name	
Signature	Date
Name	

For The San Francisco Foundation:

Signature	Date
Name and Title	
_____ CFO must initial donor advised fund agreement if there have been any edits to the standard language.	

Please share who referred you to the Foundation so that we may thank them.

First Name	MI	Last Name	Salutation
Phone	Phone Type	Email Address	Email Type
Mailing Address 1			
Mailing Address 2	City	State	Postal Code
Relationship to Donor:			

**EXHIBIT E**  
**CONTROLLER FINANCIAL PROVISIONS**

Disclosure Obligations; Recordkeeping and Auditing

- A. Acknowledgment of Disclosure Obligations under City Law. San Francisco Administrative Code Section 67.29-6 requires the Department to disclose on its website the amount and source of all money, goods or services worth more than \$100 in the aggregate for the purpose of carrying out or assisting any City function. For all gifts, grants, and other donations received under this Agreement, the disclosure must identify the contributor, the amounts contributed, and a statement as to any financial interest the contributor has involving the City, including a contract, grant, lease, or request for license, permit, or other entitlement for use. Under the Administrative Code, the Department must post this information on its website within 30 days of the date of any such donation. If required by City law, the Department must also disclose this or other information about donations in any related resolution or ordinance submitted to the Board of Supervisors for approval.
- B. SFF/Partners Reporting & Disclosure Obligations.
1. Donor and Grant Information. SFF/Partners agrees to comply with San Francisco Administrative Code Section 67.29-6 by posting on its website a link to the San Francisco Recreation and Park Department's project page, which shall contain the appropriate disclosures.
  2. Financial Reports. SFF/Partners will provide to the Department a PDF (searchable text) copy of their respective final annual audited financial reports and final IRS Form 990 annual tax returns.
- C. Recordkeeping and Auditing.
1. Recordkeeping. SFF/Partners will maintain books and records relating to this Agreement, in accordance with generally accepted accounting practices consistently applied, that contain all information required to allow the Department and/or the City's Controller, at their discretion, to audit SFF/Partner's records and to verify contributions and expenditures in accordance with this Agreement.
  2. Auditing. SFF/Partners shall make such books and records relating solely to this Agreement available to the Department and/or the City's Controller (or their representatives) upon commercially reasonable prior written notice, but in no event more than ten (10) days after such notice is provided to conduct an audit. SFF/Partners shall retain and shall allow the Department and/or the City's Controller to access such books and records for a period of the later of (i) five (5) years after the end of each year to which such books and records apply, (ii) five



(5) years after the issuance date of SFF's audited financial statement or the IRS Form 990 annual tax return to which such books and records apply, or (iii) if an audit is commenced or if a controversy should arise between the parties hereto regarding the contributions or expenditures hereunder, until such audit or controversy is terminated.

## 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 5 | 22, 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 2 | 15, 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 2/15/18 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: 1802-013; and

WHEREAS, On 5/22/18 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: 169-18;

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 sightly 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**

<b>RPD Media and Public Relations</b>	<b>RPD Project Manager</b>	<b>RPD Partnerships</b>
Sarah Madland	Reem Assaf	Daliah Khoury
<a href="mailto:Sarah.Madland@sfgov.org">Sarah.Madland@sfgov.org</a>	<a href="mailto:Reem.Assaf@sfgov.org">Reem.Assaf@sfgov.org</a>	<a href="mailto:Daliah.Khoury@sfgov.org">Daliah.Khoury@sfgov.org</a>
(415) 831-2740	(415) 575-5653	(415) 831-6897

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

<b>SFPA Media and Public Relations</b>	
Drew Becher	
<a href="mailto:dbecher@sfparksalliance.org">dbecher@sfparksalliance.org</a>	
(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

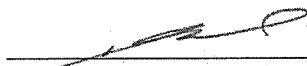
Either Party may change the address to which notice shall be sent by giving at least 5 days' advance written notice to the other Party.

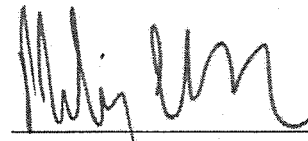
**14. Miscellaneous.**

- 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  
 The San Francisco Parks Alliance  
 1663 Mission Street, Suite 320  
 San Francisco, CA 94103  
 Date 12/14/18

  
 Phil Ginsburg, General Manager  
 Recreation and Park Department  
 501 Stanyan Street  
 San Francisco, CA 94117  
 Date 11/20/18

APPROVED: RECREATION AND PARK COMMISSION

By: Margaret McArthur  
Margaret McArthur, Secretary

Date: 12/7/18

Resolution No. 802-013

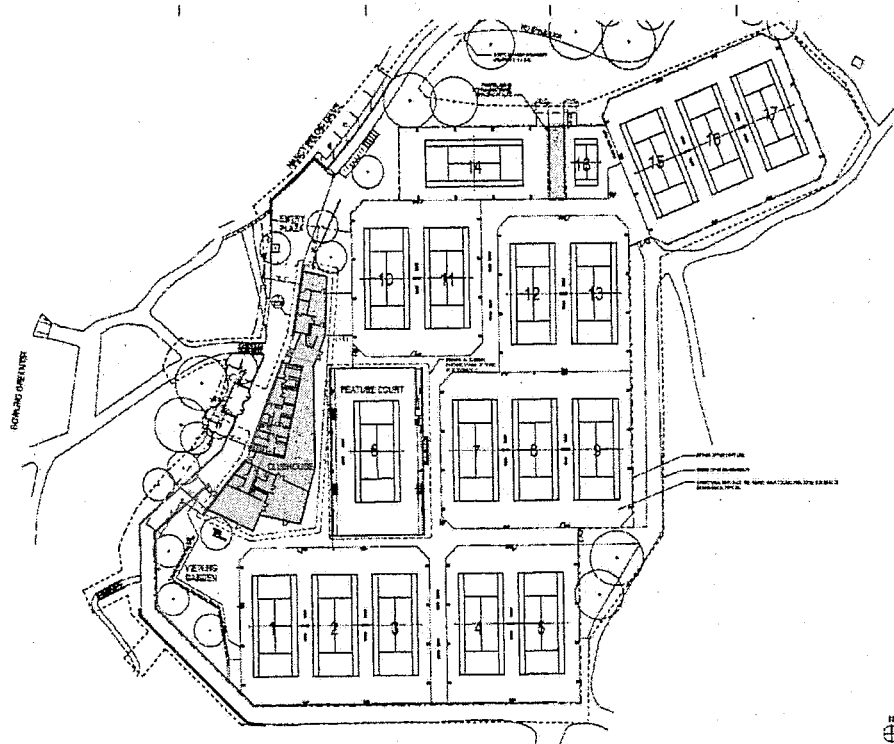
APPROVED AS TO FORM:

DENNIS J. HERRERA  
CITY ATTORNEY

By: Manu Pradhan  
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 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**

<b>Golden Gate Park Tennis Center</b>		<b>SF Parks Alliance</b>	<b>RPD</b>
<b>EXPENSES</b>			
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
	<b>TOTAL EXPENSES</b>	<b>\$23,300,000</b>	<b>\$3,000,000</b>
<b>SOURCES</b>			
2012 Parks Bond		\$0	\$3,000,000
Private Grants		\$23,300,000	\$0
	<b>TOTAL SOURCES</b>	<b>\$23,300,000</b>	<b>\$3,000,000</b>

## 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 Indemnatee or the contractors of any Indemnatee.
- 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

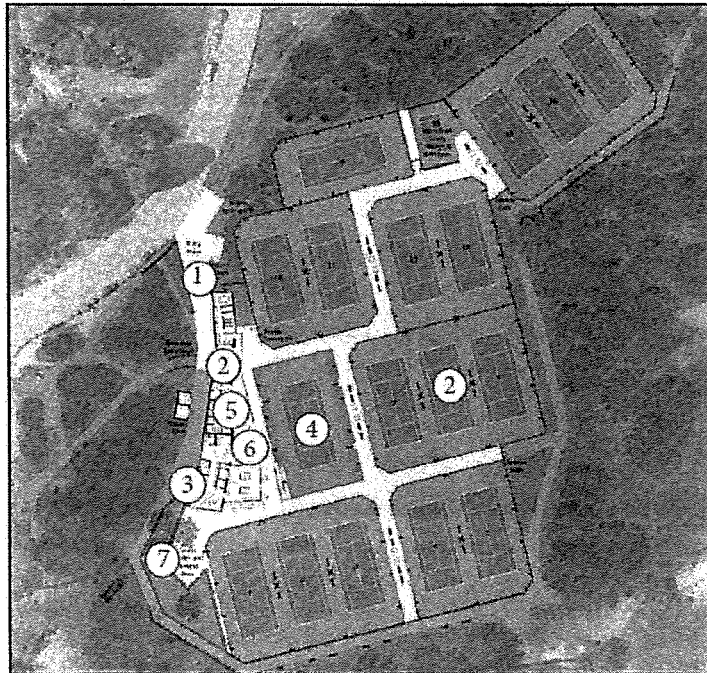
Feature Court *(available)* 4

**\$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

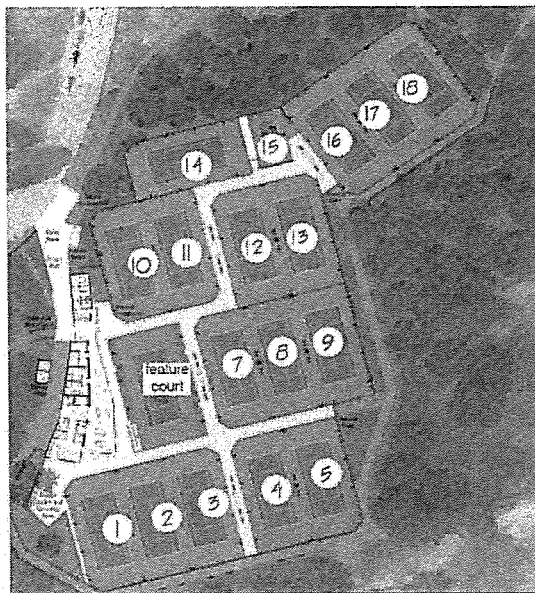
Courts 1-5, 7, 9-14, 16-18 available

**\$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.*

**RELATED AGREEMENT**  
City and County of San Francisco  
Recreation and Park Department  
*and*  
San Francisco Parks Alliance  
*for the*  
Stern Grove Playground

This Related Agreement (this “Related Agreement”) is made and entered into as of July 31, 2019 (the “Effective Date”), by and between the City and County of San Francisco (the “City”), acting by and through the Recreation and Park Department (the “RPD”), and the San Francisco Parks Alliance, a California non-profit public benefit corporation (the “SFPA”). For purposes of this Agreement, “Party” means the City, acting by and through RPD, or SFPA, as a party to this Agreement; and “Parties” means both the City, acting by and through RPD, and SFPA, as parties to this Agreement.

A. WHEREAS, RPD operates and maintains real property owned by the City and commonly referred to as Stern Grove Playground and located at the intersection of Sloat Boulevard and 21<sup>st</sup> Avenue in the City, as more particularly is described in Exhibit A attached hereto (“**Property**”); and

B. WHEREAS, the Playground at Stern Grove was one of thirteen playgrounds prioritized for renovation by a Playgrounds Task Force appointed by the Recreation and Parks Commission in 2014; and

C. WHEREAS, San Francisco voters approved the 2012 Clean and Safe Neighborhood Parks Bond (“**Park Bonds**”), which identified \$15.5 million to renovate and remediate dilapidated playgrounds; and

D. WHEREAS, since \$15.5 million is not sufficient to renovate all 13 playgrounds, SFPA and RPD agreed to partner on Let’sPlaySF – a fundraising campaign in which SFPA proposes to make cash and in-kind donations to RPD to help fund the renovations, so that no child in San Francisco has to play on a playground constructed with CCA-treated wood and so that playgrounds in areas of low median income and high youth density are transformed into safe places to play (the “**Initiative**”); and

E. WHEREAS, on December 15, 2016, the Recreation and Park Commission (“the **RPD Commission**”) approved a Memorandum of Understanding (the “**Umbrella MOU**”) between the Parties concerning the Initiative and recommended that the Board of Supervisors (the “**Board**”) authorize RPD to accept and expend up to \$15 million for the Initiative; and

F. WHEREAS, On February 1, 2018 by resolution number 10-18, the Board of Supervisors authorized RPD to accept and expend up to \$15 million from SFPA for the Initiative; and

G. WHEREAS, pursuant to the Umbrella MOU and the Board approval of the grant, SFPA intends to grant a portion of the \$15 million Initiative total to RPD in the form of an in-kind donation of design services valued at approximately \$350,000 and a further cash donation (collectively, the “**Grant**”) for the renovation of the Playground at Stern Grove (the “**Project**”) as described in this Agreement; and

H. WHEREAS, on July 18, 2019 the Recreation and Park Commission (the “**RPD Commission**”) approved this agreement;

NOW, THEREFORE, subject to and effective upon the execution of this Agreement by the Parties (the “**Effective Date**”), the Parties agree as follows:

1. **Scope and Schedule.** The “**Project**” shall include renovation of the Park as described below and in Exhibit B (the “**Scope**”). In addition, the Parties have agreed to endeavor to comply with the certain milestones for the Project as set forth in in the preliminary Project schedule attached hereto as Exhibit C (the “**Schedule**”), which may be amended by mutual written consent of the Parties.
2. **Term.** This Agreement shall become effective upon full execution of this Agreement by the Parties (the “**Effective Date**”) and shall expire upon completion of the Project unless otherwise earlier terminated by either party upon written notice to the other (the “**Term**”).
3. **Roles and Responsibilities.**

**3.1 The City Responsibilities.** The City, acting through RPD, will provide the following:

- A. The RPD Commission shall have the right to approve the conceptual plans created by the Architect (as described below).
- B. RPD shall provide the following services for the Project:
  - (a) **Special Studies and Reports.** RPD shall commission the preparation of the following special studies, copies of which shall be made available to the Architect: a topographic survey, an arborist report, a historic resources report, a geotechnical study, and a hazardous materials assessment, as needed.
  - (b) **Coordination and Project Management Services.** RPD shall designate a Project Manager responsible for the coordination and management of the Project. RPD shall be responsible for the consolidation and coordination of the construction documents created under the Architect Agreement into a single package, as applicable (collectively, the “**Park Improvement Contract Documents**”) for the purposes of project reviews, bidding, and



construction. RPD shall be responsible for the coordination of all City approvals and reviews for the Project, including but not limited to City ADA Coordinator, RPD staff and RPD Commission reviews, and all environmental reviews.

- (c) Public Meetings. RPD shall be responsible for the organization of community meetings and for the public notification process.
- (d) Contracts. RPD shall provide for the administration of a formal construction contract, in conformance with City requirements, to complete the Project renovation.
- (e) Construction Management: RPD shall provide Construction Management services for the Project as described above.

### 3.2 SFPA Responsibilities. SFPA will provide the following:

- A. SFPA shall engage the services of a licensed and insured design professional (“**Architect**”) pursuant to an architect agreement entered into by the Architect and SFBA (the “**Architect Agreement**”) to prepare conceptual, schematic, and detailed designs and construction documents for the Project. The Architect Agreement shall include the terms and conditions listed in Exhibit F unless otherwise agreed to by the Parties. SFPA shall retain (or otherwise assign to the City) the services of the Architect for the duration of the Project’s construction to provide construction administration services related to the Project.
- B. For avoidance of doubt, SFPA shall not be responsible for maintaining or operating the Property or the Project.
- C. SFPA shall cause the Architect to provide the deliverables to RPD as set forth in the Scope of Work attached to the Architect Agreement.
- D. The architect agreement shall include the terms listed in Exhibit F unless otherwise agreed to by the Parties in writing.

### 3.3 Joint Responsibilities

The Parties agree to the communication, reporting and review schedules as set forth in Section 5.3 of the Umbrella MOU.

## 4. Project Budget.

The preliminary budget for the Project is as set forth on Exhibit D (“**Preliminary Project Budget**”). The City shall be responsible for managing the Project, and as set forth in the Umbrella MOU, shall have final authority over the expenditure of public funds in compliance with all applicable City laws, rules, regulations and policies. For avoidance of doubt, SFPA shall have no obligations to raise such public funds. Its financial

obligations under this Related Agreement with respect to the Grant shall be limited to the funds actually raised by SFPA for the Initiative and to the design services actually procured by SFPA under the Architect Agreement.

5. **Insurance.** Without in any way limiting SFPA's liability pursuant to the "Indemnification" section of this Agreement, SFPA must maintain in force, during the full term of this Agreement, insurance in the amounts and coverages specified in Exhibit E, and shall name as an additional insured the City, its officers, agents, and employees.
6. **Indemnification.** Subject to any provision 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 the Friends, their officers, employees and agents in connection with this Agreement, except those arising by reason of the sole negligence of the City Indemnitees.

To the extent allowable by law, City agrees to defend, indemnify and hold harmless SFPA, its 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 Agreement, except those arising by reason of the sole negligence of SFPA, its officers, directors, employees and agents.

In the event of concurrent negligence of the City, its officers, employees and agents, and SFPA and/or the Friends, 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.

7. **Public Relations.** The City and SFPA shall use all good faith efforts to cooperate on matters of public relations and media responses related to the Project and to Let'sPlaySF. To the fullest extent possible all print and electronic communications regarding the Project they pertain to the Initiative shall refer to Let'sPlaySF and include the Let'sPlaySF logo.

The Parties shall use good faith efforts to cooperate with any inquiry by the other Party or by the public in regard to the Project. 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.



No party shall contact the media for the purposes of promoting the Initiative or any individual Project without the agreement of both parties. Neither the City nor SFPA shall issue a press release in regard to this Agreement, the Initiative or the Project without providing prior notice to the other party. SFPA shall require the Architect to agree to not issue any press releases or contact the media regarding the Project or the Initiative, without providing prior notice to the City.

Any response to an inquiry by a news or community organization to the City or SFPA in reference to the Project shall include a recommendation to contact the other Party. SFPA shall also require the Architect to notify SFPA and the City regarding any response to an inquiry by a news or community organization.

All media contacts to the City will be directed to the Director of Policy and Public Affairs at the address provided for the Department in Section 9.3 below. All media contacts to the SFPA will be directed to the Director of External Affairs at the address provided for the SFPA in Section 9.3 below.

At a time and in a format to be determined later by the Parties, the Parties may hold playground events, including a groundbreaking and an opening to celebrate the Initiative and the Project. The timing, general format and budget for such an event shall be reviewed and approved by the Parties. The Parties shall participate on an equal basis at such events.

Nothing in this Agreement shall prohibit the Parties from discussing this Agreement in response to inquiries from the public or the press.

8. **Donor Recognition.** SFPA intends to install donor recognition elements on the property based on the Donor Recognition program approved by the Recreation and Park Commission on August 17, 2018 by Resolution No. 19-5-003 and create a donor recognition program for the entire Initiative that will be partially implemented at the Property.

9. **Miscellaneous.**

**9.1. Entire Agreement.** This Agreement, including the exhibits hereto, which are incorporated by reference, contains the entire understanding between the Parties and supersedes all other oral or written agreements, with the exception of the Umbrella MOU.

**9.2. Amendment.** This Agreement may only be amended by a signed writing of the Parties, executed in the same manner as the original Agreement. The General Manager, in consultation with the City Attorney, may execute such written amendments on behalf of the City, provided the amendments are in the best interests of the City, do not materially increase the obligations or liabilities of the City, are necessary or advisable to effectuate the purposes of the Project, and are in compliance with all applicable laws.

**9.3. Notices.** All notices under this Agreement shall be sufficiently given if hand delivered or mailed by registered or certified mail, postage prepaid, or by overnight

express delivery, cost prepaid, to:

RPD	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
Sarah Madland Director of Policy and Public Affairs Recreation and Park Department McLaren Lodge 501 Stanyan Street San Francisco, CA 94117	Sonia Gonzalez Banks Director, Development & External Affairs San Francisco Parks Alliance 1663 Mission Street Suite 320 San Francisco, California 94103 Fax No.: (415) 703-0889
Lisa Bransten Director of Partnerships Recreation and Park Department McLaren Lodge 501 Stanyan Street San Francisco, CA 94117	Kaitlin Strange Associate Director of Planning San Francisco Parks Alliance 1663 Mission Street Suite 320 San Francisco, California 94103 Fax No.: (415) 703-0889
<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

**9.4. Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California and the City's Charter.

**9.5. Approvals.** All RPD/City approvals under this Agreement and any agreements contemplated hereby shall be given by the Department's General Manager, or his designee in his or her reasonable discretion, except as otherwise specified herein or in the City Charter, or the S.F. Municipal Code.

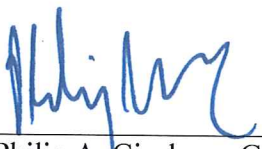

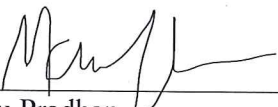
**9.6. Independent Relations.** The City shall not be liable for any act of the SFPA and the SFPA shall not be liable for any act of the City, and nothing herein contained shall be construed as creating the relationship of employer and employee between the City and



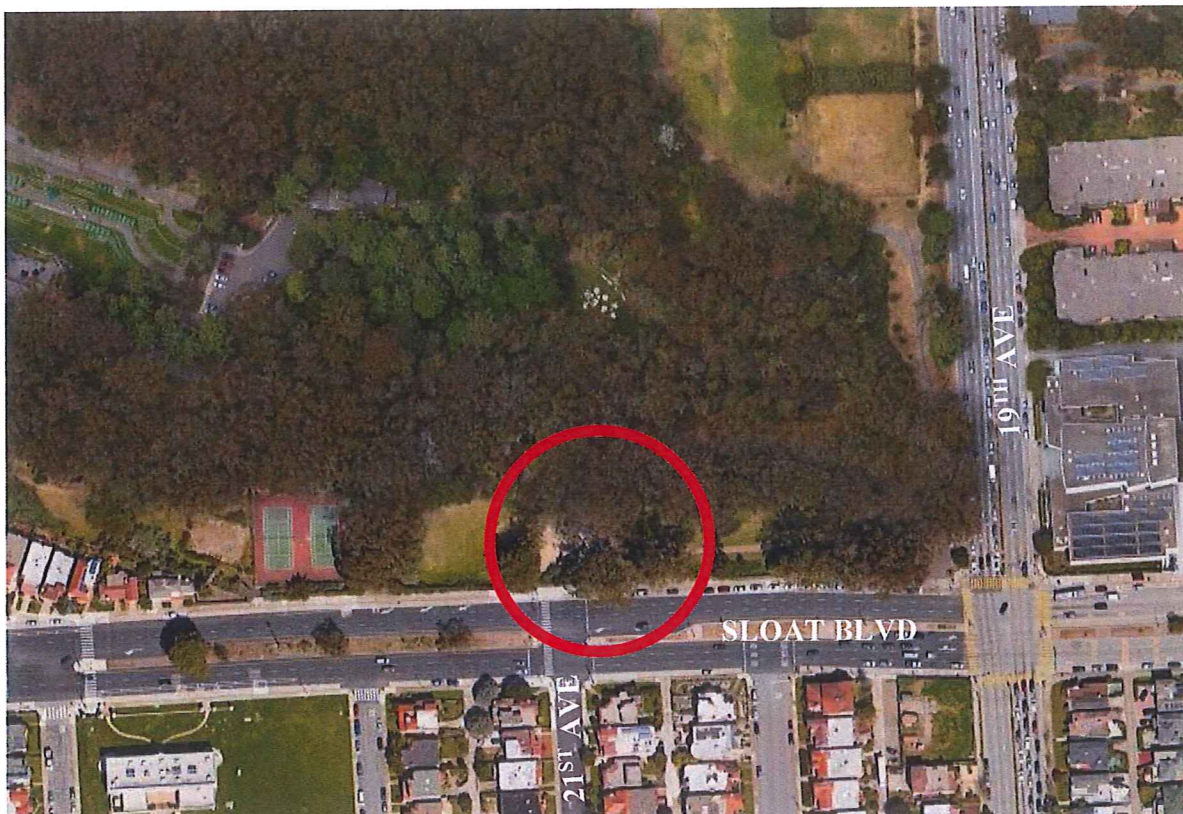
the SFPA or any of their respective agents or employees. The SFPA shall at all times be deemed an independent contractor and shall be wholly responsible for the manner in which it performs the duties required of it by the terms of this Agreement. The SFPA has and hereby retains the right to exercise full control and supervision of its duties and full control of employment, direction, compensation and discharge of all persons assisting it in the performance this Agreement. The SFPA agrees to be solely responsible for all matters relating to payment and employment of employees, including compliance with social security, withholding and all other regulations governing such matters. Nothing set forth in this Agreement shall be deemed to render the City a partner in the SFPA's business, or joint venture or member in any joint enterprise with the SFPA.

**9.7. No Third Party Beneficiaries.** Except as expressly provided, nothing contained in this Agreement shall create or justify any claim against the City or the SFPA by any third person with respect to the performance of any duties or other projects being undertaken by the SFPA or the City. The provisions of this Agreement are not intended to benefit any third party, and no third party may rely hereon.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

<p>CITY AND COUNTY OF SAN FRANCISCO</p> <p>By: </p> <p>Philip A. Ginsburg, General Manager Recreation and Park Department</p> <p>DATE: <u>7-31-19</u></p>	<p>SAN FRANCISCO PARKS ALLIANCE, California non-profit public benefit corporation</p> <p>By: </p> <p>Drew Becher, CEO San Francisco Parks Alliance</p> <p>DATE: <u>7/31/19</u></p>
<p>APPROVED AS TO FORM:</p> <p>DENNIS J. HERRERA City Attorney</p> <p>By: </p> <p>Manu Pradhan Deputy City Attorney</p>	

**EXHIBIT A**  
**MAP SHOWING PROJECT LOCATION**



**EXHIBIT B**  
**PROJECT SCOPE**

## **MILLER COMPANY** **landscape architects**

### **Scope of Work**

#### **Task 1: Project Initiation**

1. Review pertinent existing documentation and materials provided by SFRPD.
2. Meet with City Staff to discuss objectives and issues, finalize work plan, and schedule.
3. Review requirements for hazardous materials testing with RPD staff.
4. Review overall project scope.
5. Submit Final Work Plan.

#### **Task 2: Planning and Concept Design**

1. Work with SFRP to plan public outreach program.
2. Prepare materials for three (3) publicly announced community workshops.
3. Participate in three (3) stakeholder meetings to confirm overall scope.
4. Submit notes and documentation of community meetings reflecting ideas and feedback from the participants.
5. Prepare Alternative and Final Concept Design plans including diagrams, perspectives and narratives explaining the project components.
6. Coordinate with M. Lee Corp. to prepare projection of 100% cost estimate for Final Concept Design.
7. Prepare materials for submittal of materials for approval by SFPD staff.

#### **Task 3: Design Development**

1. Upon approval to proceed from SFRP project manager prepare Design Development Documents including plans and preliminary specifications
2. Coordinate with M. Lee Corp. to prepare projection of 100% cost estimate for Design Development.
3. Attend stakeholder meetings facilitated by SFRP project manager.
4. Prepare materials and secure approvals from regulatory agencies and SFRP.

#### **Task 4: Construction Documents**

1. Develop Construction documents including drawings and technical specifications.
2. Provide progress submittals of documents at 60%, 90% and 100% completion benchmarks.

Miller Company Landscape Architects, Inc.  
1585 Folsom Street, San Francisco, CA 94103  
millercomp.com 415.252.7288  
CA. License # 2031



3. Coordinate with M. Lee Corp for cost estimating at 60% and 90% benchmarks.
4. Provide a stormwater control plan coordinated with the Civil Engineer.
5. Submit meeting minutes reflecting all meetings and review sessions.
6. Assist in securing approvals and permits from all overseeing agencies including the Department of Building Inspection.
7. Submit digital AutoCad files of Construction Documents to SFRP project manager.

**Task 5: Bid and Award of Contract**

1. Assist with the preparation of the Bid Advertisement.
2. Respond to bidder questions and issue addenda as needed.
3. Attend Pre-Bid Conference.
4. Assist SRFP with evaluation of contractor bids and contract for construction.

**Task 6: Construction Administration**

1. Review contractor generated submittals.
2. Respond to contractor generated RFI's and issue LSK's as needed.
3. Prepare supplemental instructions as needed.
4. Review and comment change orders.
5. Attend weekly site meetings during construction and prepare reports on progress of work.
6. Prepare punch list.
7. Coordinate Final Completion.
8. Coordinate permit sign-offs.
9. Coordinate final testing and inspections.

**Task 7: Project Closeout**

1. Review punch list items for completion.
2. Evaluate contractor generated as-built documents.
3. Assist in turn-over and assure delivery of warranties.
4. Assist in trainings of SFRP staff.
5. Provide as-built AutoCad file to SFRP project manager.

# **EXHIBIT C** **PRELIMINARY PROJECT SCHEDULE**

<b>Task / Phase</b>	<b>Approximate Dates</b>	<b>Approximate Duration</b>
Scoping / Onboarding	October-December 2019	3 months
Planning / Concept	January 2020-June 2020	6 months
Approvals (CEQA/ Commission)	July-August 2020	2 months
Design	September 2020-May 2021	9 months
Bid/Award	June-November 2021	6 months
Construction	December 2021-July 2022	8 months
Closeout	August-October 2022	3 months
	<b>Total Project Duration</b>	<b>38 months</b>

**EXHIBIT D**  
**PRELIMINARY PROJECT BUDGET**

<b><u>Sources</u></b>	
2012 Bond	\$485,000
SFPA Grants	\$2,565,000
<b>TOTAL</b>	<b>\$3,050,000</b>
<b><u>Uses</u></b>	
Hard Costs	\$1,900,000
Soft Costs	\$1,150,000
<b>TOTAL</b>	<b>\$3,050,000</b>

**EXHIBIT E**  
**SFPA INSURANCE REQUIREMENTS**

SFPA will maintain in force, during the full term of the Agreement, insurance in the following amounts and coverage:

- A. Workers' Compensation, with Employer's Liability limits not less than \$1,000,000 each accident.
- B. Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence, \$1,000,000 General Aggregate, Combined Single Limit for Bodily Injury and Property Damage.
- C. Business Automobile Liability Insurance with not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage.

Comprehensive General Liability and Business Automobile Liability Insurance policies shall be endorsed to provide the following:

- A. Name as Additional Insured (except with respect to the professional liability and workers' compensation coverage) the City and County of San Francisco, its Officers, Agents, and Employees.
- B. That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of the Contract, and that insurance applies separately to each insured against whom claim is made or suit is brought.



## EXHIBIT F

### TERMS FOR ARCHITECT CONTRACTS

1. Insurance:

The Architect 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 \$2,000,000 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, to the extent applicable, 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 Architect'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:

- (i) 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.
- (ii) 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, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Architect, its employees, agents and consultants.

Thirty (30) days' advance written notice shall be provided to the City of cancellation or intended non-renewal by the insurance company, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Architect agrees to provide in writing to the City that there will be no Architect ordered (1) cancellation of a required insurance policy, or (2) reduction of required insurance policy limits within thirty (30) days prior written notice to the City and SFPA by the Architect.

Notices shall be sent to the City address set forth in Section 9.3 entitled "Notices to the Parties. Should any of the required insurance be provided under a claims-made form, Architect 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.

- e. The City reserves the right to modify the insurance requirements listed above as required by the specific project or projects assigned to the Architect.

2. Indemnification.

- a. General: To the fullest extent permitted by law, Architect shall indemnify and save harmless SFPa, the City, and their respective boards, commissions, officers, employees, partners, agents and representatives (collectively, “Indemnitees”), from and against any damages, including incidental and consequential damages, losses, liabilities, judgments, settlements, expenses and costs, including reasonable attorneys’ fees, cost and expense (including those damages, losses and liabilities arising out of the death or bodily injury to any person or destruction or damage to any property), to the extent caused by the Architect’s negligent acts, errors or omissions or willful misconduct in the performance of its services under this Agreement, and any other entity or person for which Architect is legally liable.
- b. Notwithstanding the above, unless covered by Architect’s general liability insurance policy in favor of the City, Architect shall have no obligation to pay for any defense related cost prior to a final determination of its liability. Following any such determination of its liability, Architect shall be responsible to pay an amount of such costs equal to the finally determined percentage of liability based upon the comparative fault of Architect or as otherwise agreed to by the parties.
- c. Copyright infringement: Architect 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 SFPa, the City, or any of their respective boards, commissions, officers, or employees of articles or services to be supplied in the performance of Architect’s services under this Agreement.

3. Code Compliance: The Architect shall comply with requirements of all applicable codes, regulations and their current lawful written interpretation published and in effect during the Architect's services. Where there is an irreconcilable conflict between any of the above mentioned codes and regulations, the Architect shall identify the irreconcilable conflict to the RPD, exercise a professional standard of care in determining which code or regulation governs, and provide the RPD with the basis for its determination. The Architect 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.
4. Standard of Performance: The Architect shall acknowledge and agree that the Architect 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.
5. Construction Phase Support. The Architect shall be retained (or such Architect Agreement shall otherwise be assigned to the City) for the duration of the Project's construction such that the Architect will provide the City with construction support services related to the Project.

**RELATED AGREEMENT**  
City and County of San Francisco  
Recreation and Park Department  
*and*  
San Francisco Parks Alliance  
*for the*  
Renovation of Buchanan Street Mall Play Area

This Related Agreement (this “Related Agreement”) is made and entered into as of 2/21/19, 2019 (the “Effective Date”), by and between the City and County of San Francisco (the “City”), acting by and through the Recreation and Park Department (the “RPD”), and the San Francisco Parks Alliance, a California non-profit public benefit corporation (the “SFPA”). For purposes of this Agreement, “Party” means the City, acting by and through RPD, or SFPA; and “Parties” means both the City, acting by and through RPD, and SFPA.

A. WHEREAS, RPD operates and maintains real property owned by the City and commonly referred to as the Buchanan Street Mall, located in the Western Addition neighborhood and which runs north-south between Grove and Eddy Streets. It includes five consecutive blocks of green space, three playgrounds, a half basketball court, seat walls, and asphalt paths, as more particularly described in Exhibit A attached hereto (“**Property**”). The Property is owned by the City and is under the jurisdiction of RPD; and

B. WHEREAS, there are three existing playgrounds in Buchanan Street Mall and the one between Golden gate Avenue and Turk Street has been identified as a playground (“**Play Area**”) in the final list of thirteen playgrounds prioritized for renovation by a Playgrounds Task Force appointed by the Recreation and Parks Commission in 2014; and

C. San Francisco voters approved the 2012 Clean and Safe Neighborhood Parks Bond (“**Park Bonds**”), which identified \$15.5 million to renovate and remediate dilapidated playgrounds; and

D. WHEREAS, since \$15.5 million is not sufficient to renovate all 13 playgrounds, SFPA and RPD agreed to partner on Let’sPlaySF – a fundraising campaign in which SFPA proposes to make cash and in-kind donations to RPD to help fund the renovations, so that no child in San Francisco has to play on a playground constructed with CCA-treated wood and so that playgrounds in areas of low median income and high youth density are transformed into safe places to play (the “**Initiative**”); and

E. WHEREAS, on December 15, 2016, the Recreation and Park Commission (“the **RPD Commission**”) approved a Memorandum of Understanding (the “**Umbrella MOU**”) between the Parties concerning the Initiative and recommended that the Board of Supervisors (the “**Board**”) authorize RPD to accept and expend up to \$15 million for the Initiative; and

F. WHEREAS, On February 1, 2018 by resolution number 10-18, the Board of Supervisors authorized RPD to accept and expend a up to \$15 million from SFPA for the Initiative; and



G. WHEREAS, This grant is part of the \$15 million initiative total; and

NOW, THEREFORE, subject to and effective upon the execution of this Agreement by the Parties (the “**Effective Date**”), the Parties agree as follows:

1. **Scope and Schedule.** The “**Project**” shall include renovation of the Play Area as described herein and in Exhibit A. In addition, the Parties have agreed to endeavor to comply with the certain milestones for the Project as set forth in in the Project schedule attached hereto as Exhibit B (the “**Schedule**”), which may be amended by mutual written consent of the Parties
2. **Term.** This Agreement shall become effective upon full execution of this Agreement by the Parties (the “**Effective Date**”) and shall expire upon completion of the Project unless otherwise earlier terminated by either party upon written notice to the other, (the “**Term**”).
3. **Cash Grant.** SFPA shall grant \$875,000, and potentially additional cash grants, to RPD to be used solely for the Project.

4. **Project Budget.**

The preliminary budget for the Project is as set forth on Exhibit C (“**Preliminary Project Budget**”). The City shall be responsible for managing the Project, and as set forth in the Umbrella MOU, shall have final authority on the expenditure of public funds in compliance with all applicable City laws, rules, regulations and policies. For avoidance of doubt, SFPA shall have no obligations to raise such public funds. Its financial obligations under this Related Agreement with respect to the Grant shall be limited to the funds actually raised by SFPA for the Initiative and if needed, for the design services actually procured by SFPA under the Architect Agreement.

5. **Public Relations.** The City and SFPA shall use all good faith efforts to cooperate on matters of public relations and media responses related to the Project and to the Initiative. To the fullest extent possible all print and electronic communications regarding the Project that pertain to the Initiative shall refer to Let’sPlaySF! and include the Let’sPlaySF! logo.

The Parties shall use good faith efforts to cooperate with any inquiry by the other Party or by the public in regard to the Project. 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.

No party shall contact the media for the purposes of promoting the Initiative or any individual Project without the agreement of both parties. Neither the City nor SFPA shall issue a press release in regard to this Agreement, the Initiative or the Project without

providing prior notice to the other party. SFPA shall require the Architect to agree to not issue any press releases or contact the media regarding the Project or the Initiative, without providing prior notice to the City.

Any response to an inquiry by a news or community organization to the City or SFPA in reference to the Project shall include a recommendation to contact the other Party. SFPA shall also require the Architect to notify SFPA and the City regarding any response to an inquiry by a news or community organization.

All media contacts to the City will be directed to the Director of Policy and Public Affairs at the address provided for the Department in Section 9.3 below. All media contacts to the SFPA will be directed to the Director of External Affairs at the address provided for the SFPA in Section 9.3 below.

At a time and in a format to be determined later by the Parties, the Parties may hold playground events, including a groundbreaking and an opening to celebrate the Initiative and the Project. The timing, general format and budget for such an event shall be reviewed and approved by the Parties. The Parties shall participate on an equal basis at such events.

Nothing in this Agreement shall prohibit the Parties from discussing this Agreement in response to inquiries from the public or the press.

6. **Donor Recognition.** SFPA intends to install donor recognition elements on the property based on the Donor Recognition program approved by the Recreation and Park Commission on August 17, 2018 by Resolution No. 19-5-003 and create a donor recognition program for the entire Initiative that will be partially implemented at the Property.

7. **Miscellaneous.**

**7.1. Entire Agreement.** This Agreement, including the exhibits hereto, which are incorporated by reference, contains the entire understanding between the Parties and supersede all other oral or written agreements, with the exception of the Umbrella MOU.

**7.2. Amendment.** This Agreement may be amended or modified only in writing by SFPA and RPD. The General Manager, in consultation with the City Attorney, may execute and such written amendments on behalf of the City, provided the amendments are in the best interests of the City, do not materially increase the obligations or liabilities of the City, are necessary or advisable to effectuate the purposes of the Project, and are in compliance with all applicable laws.

### 7.3 Contacts/Notices

RPD	SFPA:
Philip A. Ginsburg	Drew Becher

General Manager Recreation and Park Department McLaren Lodge 501 Stanyan Street San Francisco, CA 94117 Fax No.: (415) 831-2096	CEO San Francisco Parks Alliance 1074 Folsom Street San Francisco, California 94103 Fax No.: (415) 703-0889
Sarah Madland Director of Policy and Public Affairs Recreation and Park Department McLaren Lodge 501 Stanyan Street San Francisco, CA 94117	
Lisa Bransten Director of Partnerships Recreation and Park Department McLaren Lodge 501 Stanyan Street San Francisco, CA 94117	
<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

**7.4. Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California and the City's Charter.

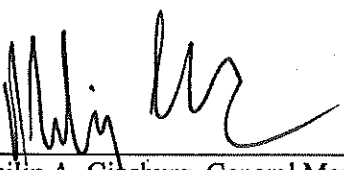
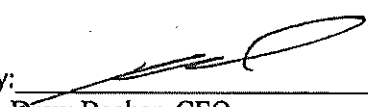
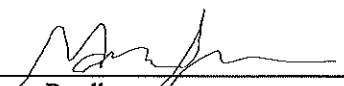
**7.5. Approvals.** All RPD/City approvals under the agreements contemplated hereby shall be given by the Department's General Manager, or his designee in his or her reasonable discretion, except as otherwise specified herein or in the City Charter, or the S.F. Municipal Code.

**7.6. Independent Relations.** The City shall not be liable for any act of the SFPA and the SFPA shall not be liable for any act of the City, and nothing herein contained shall be construed as creating the relationship of employer and employee between the City and the SFPA or any of their respective agents or employees. The SFPA shall at all times be deemed an independent contractor and shall be wholly responsible for the manner in which it performs the duties required of it by the terms of this Agreement. The SFPA has and hereby retains the right to exercise full control and supervision of its duties and full control of employment, direction, compensation and discharge of all persons assisting it in the performance this Agreement. The SFPA agrees to be solely responsible for all matters relating to payment and employment of employees, including compliance with social security, withholding and all other regulations governing such matters. Nothing

set forth in this Agreement shall be deemed to render the City a partner in the SFPA's business, or joint venture or member in any joint enterprise with the SFPA.

**7.7. No Third Party Beneficiaries.** Except as expressly provided, nothing contained in this Agreement shall create or justify any claim against the City or the SFPA by any third person with respect to the performance of any duties or other projects being undertaken by the SFPA or the City. The provisions of this Agreement are not intended to benefit any third party, and no third party may rely hereon.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

<p>CITY AND COUNTY OF SAN FRANCISCO</p> <p>By: </p> <p>Philip A. Ginsburg, General Manager Recreation and Park Department</p> <p>DATE: <u>10.21.19</u></p>	<p>SAN FRANCISCO PARKS ALLIANCE</p> <p>By: </p> <p>Drew Becher, CEO San Francisco Parks Alliance</p> <p>DATE: <u>10/15/19</u></p>
<p>APPROVED AS TO FORM:</p> <p>DENNIS J. HERRERA City Attorney</p> <p>By: </p> <p>Manu Pradhan Deputy City Attorney</p>	



**EXHIBIT A**  
**MAP SHOWING PROJECT LOCATION**

**(see attached maps)**

SW 1/4 Sec 10  
T1N R1E  
11-10-01

**EXHIBIT B**  
**PRELIMINARY PROJECT SCHEDULE**

**Based on LPSF Schedule, dated 10/30/18**

<b>Phase</b>	<b>Expected Completion</b>
Planning and Concept Design	June 2019
Design Development and Construction Documentation	February 2020
Bid and Award	July 2020
Construction	December 2020
Close Out	January 2021

**EXHIBIT C**  
**PRELIMINARY PROJECT BUDGET**

<b>Buchanan St Mall Playground</b>	
<b>Sources:</b>	
General Fund	\$1,025,000
SFPA Grant	\$875,000
<b>Total:</b>	<b>\$1,900,000</b>
<b>Uses:</b>	
Hard Costs	\$1,241,041
Soft Costs	\$601,959
<b>Total:</b>	<b>\$1,900,000</b>

**EXHIBIT D**  
**SFPA INSURANCE REQUIREMENTS**

SFPA will maintain in force, during the full term of the Agreement, insurance in the following amounts and coverage:

- A. Workers' Compensation, with Employer's Liability limits not less than \$1,000,000 each accident.
- B. Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence, \$1,000,000 General Aggregate, Combined Single Limit for Bodily Injury and Property Damage.
- C. Business Automobile Liability Insurance with not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage.

Comprehensive General Liability and Business Automobile Liability Insurance policies shall be endorsed to provide the following:

- A. Name as Additional Insured (except with respect to the professional liability and workers' compensation coverage) the City and County of San Francisco, its Officers, Agents, and Employees.
- B. That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of the Contract, and that insurance applies separately to each insured against whom claim is made or suit is brought.

## EXHIBIT E

### TERMS FOR ARCHITECT CONTRACTS

1. Insurance:

The Architect 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 \$2,000,000 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, to the extent applicable, 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 Architect'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:

- (i) 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.
- (ii) 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, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Architect, its employees, agents and consultants.

Thirty (30) days' advance written notice shall be provided to the City of cancellation or intended non-renewal by the insurance company, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Architect agrees to provide in writing to the City that there will be no Architect ordered (1) cancellation of a required insurance policy, or (2) reduction of required insurance policy limits within thirty (30) days prior written notice to the City and SFPA by the Architect.

Notices shall be sent to the City address set forth in Section 9.3 entitled "Notices to the Parties. Should any of the required insurance be provided under a claims-made form, Architect 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.

- e. The City reserves the right to modify the insurance requirements listed above as required by the specific project or projects assigned to the Architect.

## 2. Indemnification.

- a. General: To the fullest extent permitted by law, Architect shall indemnify and save harmless SFPA, the City, and their respective boards, commissions, officers, employees, partners, agents and representatives (collectively, "**Indemnitees**"), from and against any damages, including incidental and consequential damages, losses, liabilities, judgments, settlements, expenses and costs, including reasonable attorneys' fees, cost and expense (including those damages, losses and liabilities arising out of the death or bodily injury to any person or destruction or damage to any property), to the extent caused by the Architect's negligent acts, errors or omissions or willful misconduct in the performance of its services under this Agreement, and any other entity or person for which Architect is legally liable.
- b. Notwithstanding the above, unless covered by Architect's general liability insurance policy in favor of the City, Architect shall have no obligation to pay for any defense related cost prior to a final determination of its liability. Following any such determination of its liability, Architect shall be responsible to pay an amount of such costs equal to the finally determined percentage of liability based upon the comparative fault of Architect or as otherwise agreed to by the parties.
- c. Copyright infringement: Architect 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 SFPA, the

City, or any of their respective boards, commissions, officers, or employees of articles or services to be supplied in the performance of Architect's services under this Agreement.

3. **Code Compliance:** The Architect shall comply with requirements of all applicable codes, regulations and their current lawful written interpretation published and in effect during the Architect's services. Where there is an irreconcilable conflict between any of the above mentioned codes and regulations, the Architect shall identify the irreconcilable conflict to the RPD, exercise a professional standard of care in determining which code or regulation governs, and provide the RPD with the basis for its determination. The Architect 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.
4. **Standard of Performance:** The Architect shall acknowledge and agree that the Architect 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.
5. **Construction Phase Support.** The Architect shall be retained (or such Architect Agreement shall otherwise be assigned to the City) for the duration of the Project's construction such that the Architect will provide the City with construction support services related to the Project.

Commemorative Bench Program Agreement  
Between  
The San Francisco Parks Alliance  
and  
San Francisco Recreation and Park Department  
(dated April 30, 2019 for reference purposes)

This AGREEMENT (this "Agreement") is made and entered into as of May 10, 2019 (the "Effective Date"), by and between the San Francisco Parks Alliance, a California non-profit public benefit corporation ("SFPA") and the City and County of San Francisco (the "City"), acting by and through its Recreation and Park Department ("RPD"). SFPA and RPD are sometimes referred to herein as a "Party" or collectively as the "Parties".

WHEREAS, RPD operates more than 220 park properties throughout San Francisco; and

WHEREAS, the SFPA is a California non-profit public benefit corporation whose mission is to champion, transform and activate parks and public spaces throughout the City; and

WHEREAS, for over forty years, SFPA and its predecessor organizations have collaborated with RPD to manage the installation of commemorative benches for private donors throughout the RPD system (the "Commemorative Bench Program"); and

WHEREAS, The Commemorative Bench Program gives donors a mechanism to commemorate people or events while contributing to the ongoing maintenance and operations of San Francisco's parks; and

WHEREAS, RPD and SFPA agree that the Commemorative Bench Program is both an important service for San Francisco residents, as well as a fundraising mechanism for the Parties; and

WHEREAS, on April 18, 2019, the Recreation and Park Commission updated its Commemorative Bench Policy (see Exhibit A) in order to more effectively and efficiently manage the Commemorative Bench Program; and

WHEREAS, the Parties have developed a framework to implement the Policy and govern Program operations;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, SFPA and RPD hereby agree as follows:

1. Purpose. This Agreement establishes the roles, responsibilities, and the terms and conditions of the SFPA's participation in the Commemorative Bench Program. SFPA's primary role is to interface with donors, manage the program's finances, order plaques and other materials, and assist in coordinating commemorative plaque and bench installations. RPD's primary role is to oversee program policy, install commemorative bench plaques, maintain existing commemorative benches, and assist with identifying available locations for new commemorative benches.



2. Term. The term of this Agreement shall commence upon approval by the Recreation and Park Commission and execution of the Parties and expire no later than 9 years from commencement of the agreement. This Agreement may be terminated by either Party at any time without cause upon one hundred eighty (180) days written notice to the other Party.

3. Coordination with Donors. SFPA shall manage the process of corresponding and contracting with persons who wish to donate to the Program, recommend installation locations to prospective donors following consultation with RPD, enter into contracts with donors for the installation of plaques, and receive and allocate donations. SFPA will update donors on the status of the work to install their plaque and will inform them of completion of the work. SFPA will ensure that plaque wording is consistent with CCSF and RPD policies; and will be responsible for purchasing the plaque. SFPA and RPD will meet regularly to review the status of pending Commemorative Bench requests, so that donors can be accurately informed of the anticipated installation date.

As of the execution date of this agreement, the Parties shall recognize donations with plaques if the donations are \$6,000 and up, except if the plaque is requested for a bench in the Golden Gate Park Music Concourse which shall be set at \$10,000. The Parties shall review the donation requirements and Program revenues annually and may, at the joint determination of the RPD General Manager and SFPA Chief Executive Officer, adjust pricing levels once each year based on Program needs. Subject to any applicable rules set forth in the Commemorative Bench Policy, the Parties anticipate increasing the requested bench donation amounts by \$1,000 two years after execution of this agreement, and by an additional \$1,000 five years after execution of this agreement. Such donation increases shall only apply to donors making new commemorative bench inquiries after an increase has taken effect.

4. Accounting. SFPA will require donors to make their donations payable to the SFPA. SFPA will allocate these revenues as follows: 30% to the Parks Bench Maintenance Fund, 35% to support general RPD operations, and 35% to SFPA for its administrative expenses. All materials related to the Commemorative Bench Program (including but not limited to plaques, lumber, tools, etc) will be expensed from the RPD Parks Bench Maintenance Fund. At the conclusion of each fiscal year, RPD may elect to transfer surplus funds from the Parks Bench Maintenance Fund, not needed for the installation of commemorative plaques, to other SFPA-held accounts.

The revenue distribution can be modified at any time, through written confirmation by both Parties, based on Program needs.

5. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation. This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. 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.

**THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.**

6. Bench Inventory and Location. RPD will work with SFPA to identify priority park areas for the installation of plaques, catalogue available bench locations in these areas, and keep an inventory of existing and possible future bench locations (the "Inventory"). RPD and SFPA will update the Inventory on a monthly basis as new commemorative plaques are installed, as new benches become available, and 90 days before donor contracts expire. The Inventory is a tool to help the Parties administer the Program, and listing a bench location on the Inventory does not constitute RPD's final approval of a plaque at that location.

7. Installation. RPD shall approve and perform all plaque installations, and shall commit to approving and installing a minimum of 25 commemorative bench plaques each fiscal year during the term of this Agreement. RPD will make a reasonable effort to surpass this baseline level. In addition to installing the donor plaques, RPD shall perform routine maintenance to keep the benches in good working condition, including, without limitation, replacement of slats and repainting. Based on the condition of the bench, RPD may decide that installation of a plaque on a particular bench is not possible. RPD will make the final determination on whether a bench may be used for the Program. In order to facilitate faster installations, prospective donors should be encouraged to select benches in fair or better condition, and benches that are standard RPD style, as shown in Exhibit D. For plaques on such benches, RPD anticipates completing installation of the plaque within 30 days of receiving the plaque and any materials needed for the installation. For custom benches, including the Restoration SF and Greenway styles as shown in Exhibit D, or those in poor condition, the scope of work and timeframe will be determined on a case-by-case basis, and will be communicated to the donor (via SFPA) in advance of final execution of the donor's contract. SFPA's contracts with donors may allow a donor to revoke a donation if RPD estimates that the installation will not be complete within 6 months from the effective date of the donor's contract.

8. New Bench Installation. Since January 2016, the program has been limited to installation of plaques in existing benches only. The Parties recognize that there is a significant demand for installation of new benches, and the Parties may add the option to install new benches to the program. Pricing for the installation of new benches shall be set at the discretion of the RPD General Manager, and Chief Executive Officer of the Parks Alliance, based on the cost (including materials and labor) for RPD and SFPA to install a new bench. An approved business process for the installation of new benches may be added as a supplement to this agreement at a later date, and may be entered into at the discretion of the RPD general manager and SFPA Chief Executive Officer.

9. Donor Contracts. SFPA shall make all donor contracts valid for 10 years from the date that the plaque was installed. RPD will be responsible for routine maintenance and

repair of the commemorative bench during this 10 year period, at no cost to the donor. SFPA shall ensure that each donor has an opportunity to renew their contribution after the ten year period at the full cost of the bench program at the time of renewal. SFPA shall make best efforts to contact each donor at least 30 days before the expiration of the donor's contract. If a donor declines to renew the donor contract or is not reachable by SFPA within a period of 30 days from first attempt, RPD may remove the commemorative plaque and make the bench available to a new donor. SFPA shall make reasonable effort to store these expired plaques for a period of at least 1 year. During that period, SFPA shall return the plaque to the donor on request. Neither SFPA nor RPD shall be responsible for replacing plaques that are stolen, vandalized, or otherwise caused to be lost and/or damaged, after the donor contract period is expired.

All commemorative benches are property of RPD, and RPD may move and/or alter benches in its sole discretion. RPD will make reasonable effort to inform SFPA of any changes to commemorative benches, including to the location. If a bench is removed or made unavailable after installation, SFPA shall extend the donor's contract for a corresponding amount of time in order to ensure that the bench and plaque are publicly accessible for a minimum of 10 years.

10. Donor Contract Records. SFPA will maintain complete records of all bench donor contracts including, without limitation, contact information, plaque language, the date and location of installation, the dates the 10-year terms for installation begins and ends, and records of any outreach to donors regarding renewal of contracts.

11. SFPA Park Partner Projects. The Parties recognize that from time to time, community groups and park donors fiscally sponsored by the SFPA ("Park Partners") may desire to use commemorative bench plaques as a form of donor recognition when fundraising for RPD capital projects that include benches. The Parties intend to continue allowing the use of commemorative benches to recognize donors to such projects. SFPA shall deposit such fundraising revenues into the appropriate SFPA Park Partner accounts, so that these revenues can fund capital improvements, rather than into the SFPA accounts specified in Section 4 of this Agreement. The Parties intend that donor recognition plans and donor contracts for future RPD capital projects including benches shall substantially conform to this Agreement, subject to further discussion between the Parties and, if applicable, the Park Partners. RPD and the SFPA shall confer before the start of a project to confirm whether RPD will install the plaques or instead allow the contractor to do so. Finally, SFPA acknowledges and agrees (and shall inform its Park Partners) that donations shall be directed to a specific RPD capital project only if SFPA receives the donations within one year of the completion of construction for that project. Any bench revenues received after one year has elapsed may not be dedicated to a specific capital project and shall instead be allocated subject to Section 4. This section is intended to serve as a general guideline for the use of benches in donor recognition plans, and may be amended on a case-by-case basis at the agreement of the Parties.

12. Notice. All notices given under this Agreement must be in writing and be given by personal delivery, United States Postal Service, or nationally recognized overnight courier service to the address set forth below. Any Party may change the notice addresses set forth below at any time by written notice of same to the other Party.

If to SFPA:

San Francisco Parks Alliance  
1663 Mission St. Suite 320  
San Francisco, CA 94103  
Attention: Drew Becher, CEO

If to RPD:

San Francisco Recreation and Park Department  
McLaren Lodge, Golden Gate Park  
501 Stanyan Street  
San Francisco, California 94117  
Attention: Phil Ginsburg, General Manager

13. Indemnification. SFPA shall defend, indemnify and save harmless the City, its officers, agents and employees from any and all loss, expense, damage, injury, liability and claims thereof for injury to or death of a person, including employees and agents of SFPA, or loss of or damage to property, resulting directly or indirectly from any activity conducted on or use of the Park by SFPA, or their respective agents, employees, volunteers, and contractors under this Agreement, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except and to the extent where such loss, damage, injury, liability or claim is the result of the gross negligence or willful misconduct of the City, its officers, agents or employees.

City agrees to defend, indemnify and hold harmless SFPA, 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 Agreement, except those arising by reason of the sole negligence of SFPA and/or, their officers, directors, employees and agents.

In the event of concurrent negligence of the City, its officers, employees and agents, and the Association and/or 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.

14. Entire Agreement; Amendments. This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the Parties and supersedes all prior agreements, promises, and understandings, whether oral or written. This Agreement shall not be modified, amended, supplemented, or revised, except by a written document signed by both Parties.

15. Counterparts. This Agreement may be executed in several counterparts, and/or by the execution of counterpart signature pages that may be attached to one or more counterparts of this Agreement, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Any counterpart signature page

may be delivered by telephone facsimile transmission, or electronic mail, and such electronically transmitted signature will have the same force and effect, and be as binding, as if original signatures had been executed and delivered in person.

16. Headings. The headings contained in this Agreement are for convenience only and are not a part of this Agreement, and do not in any way interpret, limit or amplify the scope, extent, or intent of this Agreement, or any of the provisions of this Agreement.

17. No Waiver. Failure or delay in giving notice of default shall not constitute a waiver of default, nor shall it change the time of default. Except as otherwise expressly provided herein, any failure or delay by a Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies; nor shall it deprive such Party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any such rights or remedies. No Party shall be deemed to have waived any provision of this Agreement unless it does so in writing, and no "course of conduct" shall be considered to be such a waiver, absent such a writing.

18. Governing Law. This Agreement has been executed and delivered in and shall be interpreted, construed, and enforced in accordance with the Commemorative Bench Policy (Exhibit A) and the laws of the State of California. All rights and obligations of the Parties under this Agreement are to be performed in the City and County of San Francisco, and such City and County shall be the venue for any legal action or proceeding that may be brought, or arise out of, in connection with, or by reason of, this Agreement. All actions described 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.

19. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies on any person or entity other than the Parties and their respective permitted successors and assigns.

**[ REMAINDER OF PAGE INTENTIONALLY LEFT BLANK ]**

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date.

**APPROVED:**

**RPD:**

Recreation and Park Department of  
the City and County of San Francisco


By: 

Name: Philip Ginsburg

Its: \_\_\_\_\_

Approved as to Form:  
OFFICE OF THE CITY ATTORNEY

DENNIS J. HERRERA

By: 

Manu Pradhan

Deputy City Attorney

**SFPA:**

San Francisco Parks Alliance,  
a California non-profit public benefit corporation

By: 

Name: Drew Becker

Its: CEO

**Attachments:**

Exhibit A: Commemorative Bench Policy

Exhibit B: Operations and Process Outline

Exhibit C: Sample Contract

Exhibit D: Bench Type Guide

10/10/2020 10:10:10 AM



Exhibit A

For over forty years, this Commemorative Bench Program has been operated as a partnership between the Recreation and Park Department and the San Francisco Parks Alliance (and its predecessor organizations), and in order to ensure continued success, both organizations wish to update the approved program policy to reflect current program operations, guidelines and considerations.

Commemorative Bench Policy Guidelines: The following guidelines are hereby provided for the administration, design, placement and maintenance of commemorative benches within the parks, squares and playgrounds throughout San Francisco.

- a. Consistency with Existing Policies and Master Plan and Department Goals: Commemorative bench gift acceptance and placement should be in accordance with adopted Department policy generally, as well as specific policies and land use plans for parks which master plans have been prepared (i.e., Golden Gate Park). Benches should be in keeping with general Recreation and Park Department goals for specific parks, and should enhance the chosen location in a way meaningful to park visitors.
- b. Program Administration: The San Francisco Parks Alliance (SFPA) will be the primary point of contact for Commemorative Bench Program donors, which includes working with prospective donors to select a location for a commemorative plaque, executing contracts with the donors, collecting the corresponding donation for the installation, and purchasing the plaque and other materials needed for installation. SFPA will work with the Department to ensure that desired plaque wording is consistent with the park code. In consultation with the Department, SFPA will also update donors on the status of the work to install their plaque and will inform them of completion of the work.

SFPA will maintain records of all bench donor contracts including, without limitation, contact information, plaque language, the date and location of installation, the dates the 10-year term for installation begins and ends, and records of any outreach to donors regarding renewal of contracts.

The Recreation and Park Department will be responsible for installing all plaques, identifying and confirming to the Parks Alliance locations where plaques and/or new benches may be installed, maintaining and refurbishing all commemorative benches as needed, and developing a database of existing bench locations, and possibly locations for the installation of new benches.

Certain Department partners including the San Francisco Botanical Garden Society, San Francisco Zoological Society, Nob Hill Association (Huntington Park), Maybeck Foundation (Palace of Fine Arts) and Francisco Park Conservancy (Francisco Park) operate bench programs on City properties run in partnership with the Department that benefit Department parks and programs. No plaques shall be installed in any of these properties under this Commemorative Bench Program. These separate partnerships shall be reviewed every two years and the Department may grant permission to other entities to operate separate bench programs.



- c. Contribution: Donors will receive a plaque if their contributions are \$6,000 or more, except if they are requesting a bench in the Golden Gate Park Music Concourse which will be set at \$10,000. This donation will cover the purchase and installation of the commemorative plaque, routine maintenance and repairs to the bench, administrative costs of the Commemorative Bench Program and provide support for park operations as well as San Francisco Parks Alliance operations.

The gift contribution amounts may be raised at a later date at the discretion of the Recreation and Park Department General Manager and CEO of the San Francisco Parks Alliance, in order to keep up with program costs and inflation. As of the approval of this policy, the Parties anticipate increasing requested gift contributions by \$1,000 two years after approval of this policy, and by an additional \$1,000 five years after approval of this policy.

Contributions will be made to the San Francisco Parks Alliance, Commemorative Bench Program. A portion of each contribution, equaling not more than 30% of the contribution, shall be held by the Parks Alliance in the "Parks Bench Maintenance Fund" for installation costs, bench maintenance and repair. 35% of the total donation will support San Francisco Parks Alliance operations. The remaining 35% will support Recreation and Park Department operations. This breakdown may be revised at a later date to account for program needs, at the discretion of the Recreation and Park Department General Manager and CEO of the San Francisco Parks Alliance.

A bench sponsor's agreement will accompany each contribution specifying the terms and conditions of the donation.

- d. Duration of gift: The commemorative plaque shall remain on the designated bench for a ten year term, which is estimated to be the approximate life cycle of a bench in a San Francisco park. The Department will be responsible for routine maintenance and repair of the bench during this ten year period, at no additional cost to the donor. Donors will have an opportunity to renew their contribution after the ten year period at the full cost of the bench program at the time of renewal. If the donor is not interested in renewing their contribution at that time, the bench may be made available to a new donor should one be interested in that location.
- e. Bench Design: Donors are encouraged to select commemorative benches that conform to one of the standard Recreation and Park Department designs. The color of Commemorative Benches should match existing park benches. Plaques may be installed in benches that are not a standard design, at the discretion of the Department, and such requests will be evaluated on a case by case basis. Other proposed Commemorative Bench sites, that might serve as benches, but are not a standard bench design such as picnic tables or seat walls, will be reviewed on a case by case basis, relative to this policy and the policy for major or memorial gifts, as applicable.

- f. Plaque Design: A standard bronze plaque measuring 4 inches high by 8 inches long, with a plain, raised border and classic (or Claredon) raised letters on a brown pebble background will be used for commemorative messages. The plaque size accommodates up to 100 characters, which could include the names of the person(s) honored and the donor and dates. Short messages should follow guidelines provided by the Department and adhere to the Park Code. Plaques may be placed on the bench itself on either the back or seat of the bench.
- g. Bench Location: Initially the Commemorative Bench Program will focus on the installation of plaques in existing park benches. These benches may be located in all parks throughout San Francisco, under Recreation and Park Department jurisdiction. The Department and the Parks Alliance may elect to add installation of new benches through the Commemorative Bench Program at a later date at their discretion.

The Commemorative Bench Program should predetermine the locations within parks where new benches are planned or are appropriate or where existing benches need replacement and/or refurbishment, to encourage prospective donors to select these locations. Donors will be consulted for preference on the locations of their commemorative bench. Bench donors will be given site maps showing the agreed upon location.

Donors will be informed that all benches are property of the Recreation and Park Department, and that the Department reserves the right to move and/or alter benches if the park design is revised, if excessive vandalism occurs, if the bench becomes a hazard or a liability, or for any other reason at its discretion. Donors will be notified of any location change following installation, and the Department and Parks Alliance will work with any impacted donor to relocate the bench to a location mutually agreed-upon, to the greatest degree feasible.

- h. Bench Installation and Maintenance: Bench installation and maintenance will be supervised and performed by Recreation and Park Department staff and materials will be charged to the Bench Maintenance Fund. Benches should be mounted on a hard surface pad compatible with surrounding paving. This will facilitate mowing and reduce the possibilities of erosion. As feasible, the pad should accommodate additional area for placement of a wheelchair.



Exhibit B



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

### Commemorative Bench Program: Standard Procedure

***Typical timeframe from first donor contact to bench installation: 3-6 months existing bench***

1. San Francisco Parks Alliance (SFPA) receives inquiry from donor to sponsor a bench (by email or phone)
  - a. At times- San Francisco Recreation and Parks (RPD) receives direct inquiries about commemorative benches. Interested donors are always referred by RPD to SFPA to begin the process.
  - b. SFPA asks the donor for initial location request ideally accompanied with a photo and a map and confirms availability with RPD.
  - c. RPD confirms that no capital improvements are planned at the location in the near future
  - d. Donor signs contract and makes payment (in full)
  - e. Donor specifies wording for the plaque
  - f. SFPA orders plaque and confirms plaque proof with donor
2. RPD receives the request from San Francisco Parks Alliance (SFPA)
  - a. SFPA sends request to RPD Partnerships.
    - i. Request packet from SFPA includes:
      1. Whether this is an existing bench with plaque to be removed, or existing bench with no plaque currently.
      2. Location information- should include the map and photo of the area, with the exact location of the bench clearly marked.
3. Create Work Order for Structural Maintenance Yard
  - a. Once the location is determined, SFPA submits a work order request to RPD Partnerships. RPD Partnerships enters this new Work Order request into TMA.
    - i. All requests are submitted to the structural maintenance yard, and should include the same information as the original SFPA request packet: request type (replace plaque, existing bench with no plaque), bench type, location information
  - b. SFPA delivers the plaque to RPD Partnerships once it's fabricated.
  - c. RPD Partnerships delivers the plaque along with a hard copy of the location map and photo to the Structural Maintenance Yard.
4. Order Materials (if needed)
  - a. RPD Structural Maintenance Yard prepares an SFPA check request for the purchase of any materials needed for the work. This includes slats, paint or other general supplies.

- b. SFPA orders the materials and arranges for delivery to the structural maintenance yard. SFPA informs RPD Partnerships once materials are ordered.

5. Installation

- a. Once all materials are received, RPD Partnerships delivers the plaque to the RPD Structural Maintenance Yard.
- b. Plaques in most existing RPD style benches will be installed within 1-2 months upon receipt of plaque and any necessary materials (if applicable). Custom-style benches, or benches in poor condition may take longer.
- c. RPD structural maintenance informs Partnerships when installation is scheduled to begin. Partnerships informs SFPA of expected completion date.
- d. RPD structural maintenance installs the plaque.

6. Completion

- a. RPD Partnerships receives notification through TMA once the installation is complete.
- b. RPD notifies SFPA that installation is complete.
- c. SFPA notifies the donor that installation is complete.





1663 Mission St, Ste. 320  
San Francisco, CA 94103  
www.sfparksalliance.org  
(415)621-3260 voice  
(415)703-0889

## San Francisco Parks Alliance Commemorative Bench Program Donor Agreement

Donor Name:	
Bench Location:	
Installation Price:	

San Francisco Parks Alliance ("SFPA") and the donor named above ("Donor") hereby agree as follows:

1. **Donation.** Donor has made payment of the full Installation Price above for participation in the SFPA Commemorative Bench Program, which is a tax deductible as allowed by law. The Effective Date shall be the date on which SFPA received the donation payment in full.
2. **Use of Funds.** SFPA will fabricate and the Recreation and Park Department will install a commemorative plaque on a refurbished bench within 6 months of the Effective Date. If the installation is not completed within 6 months of the Effective Date, SFPA will offer the donor the option to cancel this contract and receive a full refund. Refunds are allowed under no other circumstances.
3. **Term.** The term of this agreement starts on the Effective Date and terminates on the date that is ten (10) years from the date of the plaque installation. Donor will have first right of refusal to extend the term of the commemorative bench under the terms of the Commemorative Bench Program at the end of the Term.
4. **Responsibilities.** The Recreation and Park Department is the owner of the commemorative benches and plaques and has the responsibility for maintenance during the Term. SFPA assumes no responsibility for the bench once installed.
5. **Program Guidelines.** The Commemorative Bench Program is operated under the attached guidelines in the Program Description, which is subject to change over the Term of this Agreement. Donor acknowledges that the Commemorative Bench Program is a partnership of the Recreation and Park Department and SFPA. Donor acknowledges that SFPA has no authority over Recreation and Park Department staff who are installing or maintaining benches and plaques.

6. **Limitation on Liability.** IN NO EVENT SHALL SFPA BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF SFPA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In the event of a dispute between the parties with respect to this agreement, SFPA's total liability to Donor shall be limited to the total amount of the Donation.
7. **Amendment.** This Agreement may be modified at any time if both parties are in agreement and document the changes in writing.

SAN FRANCISCO PARKS ALLIANCE

By:



Name: Drew Becher, CEO

Read and accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

*Donor's Signature*

*Donor Information*

Donor Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

*Donor Contact Information*

Daytime Phone: \_\_\_\_\_

Evening Phone: \_\_\_\_\_

Email: \_\_\_\_\_

*Secondary Contact Information (if primary contact not reachable)*

Daytime Phone: \_\_\_\_\_

Evening Phone: \_\_\_\_\_

Email: \_\_\_\_\_





1663 Mission St, Ste. 320  
 San Francisco, CA 94103  
[www.sfparksalliance.org](http://www.sfparksalliance.org)  
 (415)621-3260 voice  
 (415)703-0889

## San Francisco Parks Alliance Commemorative Bench Program Program Description

The Commemorative Bench Program provides an opportunity for individual donors to honor family and friends while enhancing San Francisco's parks. The program is a partnership between the San Francisco Recreation and Park Department (RPD) and the San Francisco Parks Alliance (SFPA). The Commemorative Bench Program enables residents and park users to support San Francisco parks through a tax-deductible donation. Donations will be acknowledged by a personalized plaque installed on a park bench.

### Pricing

- Commemorative Bench plaques are priced at \$6,000 or \$10,000, depending on location.
- Donations are tax-deductible and SFPA will send a letter of acknowledgement.
- The donation must be received in full, along with a signed agreement, before San Francisco Parks Alliance and San Francisco Recreation and Parks can begin processing the request and installation. The current donation levels are stated herein. These amounts are subject to change and may be adjusted periodically.

Current pricing:

San Francisco Parks run by RPD	\$6,000
Golden Gate Park Music Concourse	\$10,000

### Location

- The Commemorative Bench Program covers parks and open space under the jurisdiction of RPD only. SFPA will be the main point of contact for the donor and will coordinate installation with RPD. RPD will install the commemorative plaque and maintain the bench in usable condition.



- At this time, commemorative plaques will be installed on existing park benches only; requests for brand new benches will not be processed.
- SFPA will not process commemorative plaque requests on benches in parks undergoing or scheduled for major renovation projects.
- RPD retains the right to relocate a bench with a commemorative plaque at any time after installation. If a bench needs to be relocated, SFPA will contact the donor to discuss alternative locations; RPD will make the final determination on all bench locations.
- If a bench with a commemorative plaque must be temporarily removed or made unavailable, the donor's contract will be extended for the equivalent time the bench is unavailable.

### Installation

- Plaques will be installed within 6 months of full payment and signed contract. If the plaque is not installed within 6 months, donors have the option to cancel the order, and received a full refund.
- This donation does not entitle the donor to ownership of the bench- all benches are the property of RPD.
- The term of a commemorative plaque installation is 10 years from the date of installation. After 10 years, the donor will be given the first right of refusal to renew the plaque installation contract. The renewal fee will be based on the current fee for plaque installation on an existing bench. If SFPA is unable to contact the original donor within 60 days after the end of the contract, the bench will be made available to other interested donors. **It is the donor's responsibility to be sure that SFPA has your current contact information.**
- Throughout the 10-year contract period, benches will be maintained by RPD and SFPA at no additional cost to the donor.
- Commemorative benches will experience normal wear and tear, which will be addressed by RPD as necessary in accordance with established Park Maintenance Standards.

### Plaque Design

- A standard bronze plaque is used for commemorative messages and is generally placed on the backrest of the bench.
- Commemorative bench plaques are bronze and may include text of up to 5 lines and up to 25 characters per line (125 characters total). All text must be approved by the SFPA and RPD and is subject to limitation in accordance with the Recreation and Parks Gift Policy and the Park Code.
- If a plaque needs to be replaced due to damage or poor quality (rust, etc) within the first year of bench sponsorship, it will be replaced.
- Only one plaque will be placed on each bench.

DocuSign Envelope ID: 6DE969AA-B8F8-44D1-B968-3A6817A15CDE

Exhibit D



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

## Rec Park Benches

### Three Types of Benches:

#### 1) RPD Bench



- Size of boards can be 2x4x14 or 2x4x7
- Almost always painted green
- These are all over Golden Gate Park and throughout RPD parks
- Constructed and installed by Rec Park



## 2) Restoration, SF Style



- These are metal frames with wooden slats
- Can be 8' with metal in the middle or 6'
- These are primarily in the Music Concourse
- Ordered from Columbia Cascade
- Installed by Rec Park or Contractor

### 3) Greenway



- 9-plank trapezoid slats
- Can be made with or without arm rests
- Can be painted green or brown or left natural wood (preference is for painting for easier maintenance)
- Ordered from Columbia Cascade
- Installed by Rec Park or Contractor





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

## **TEMPORARY MINOR ENCROACHMENT PERMIT**

February 27, 2020

Illuminate  
Attn: Ben Davis  
228 Laidley Street  
San Francisco, CA 94131  
Phone (415) 786-4332

RE: Golden Gate Park: Spreckels Temple of Music (the Bandshell) Lighting and Sound Installation for 150 GGP Anniversary

Dear Ben Davis,

This letter serves as a permit for temporary minor encroachment within the San Francisco Recreation and Park Department's Golden Gate Park: Music Concourse as shown is **Exhibit A**. The proposed scope of work is to temporary install an outdoor-rated lighting and sound system. The lighting stanchions will be secured using anchor bolts that affix only to the cement at the base of the stage that can be easily patched upon removal. The work will require access to the bandshell and use of a boom. The work will occur between February 27, 2020 – April 3, 2020 in coordination with RPD staff.

**Driving Safety: While driving on the service roads in the Park, Permittee will comply with the following the Department Vehicle Policy:**

- Vehicles may not exceed 5 mph speed (the speed of walking).
- Hazard lights / flashers must be on at all times.
- A designated walker must walk in front of the vehicle or the vehicle must have a beeping sound system as it travels on the path.
- Vehicles are restricted to paved surfaces and designated site parking location and may only be on site for travel to and from the designated location and use paved surfaces. Permittee will be liable for any damage caused by Permittee to lawns, sprinkler systems and/or structures.





The project sponsor and contractor shall be required to stay in contact the Recreation and Park representative James McCormick (the "RPD Representative"). James McCormick's phone number is (415) 819-7074. Please contact the RPD Representative at the completion of encroachment so he may deem if the area has been returned to its original condition.

Necessary precautions shall be taken to ensure the safety of park users, disabled people and pedestrians. Please provide appropriate signage and/or monitors to ensure the safety of the public and vehicle passerby.

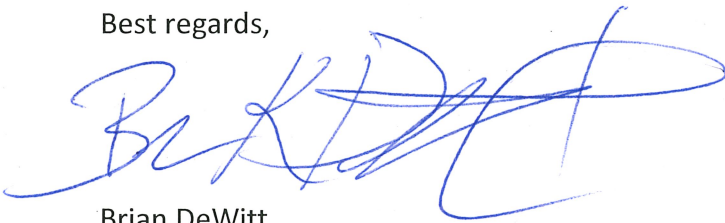
If deficiencies or violations of any kind are found, the Recreation and Parks Department may look to other related contractors' Performance Bonds, other bonds and other insurance to ensure appropriate compensation.

An encroachment fee is waived.

A \$1 MILLION CERTIFICATE OF LIABILITY INSURANCE has been received (**Exhibit B**), naming additionally insured, the City and County of San Francisco and the Recreation and Park Department and its agents, employees and Commissioners in single limits applying to physical injury, property damage, and personal injury. Certificate of Insurance must state that the City and County of San Francisco and the San Francisco Recreation and Park Department are additionally insured in the Marina Green during the encroachment period.

**Acceptance of the Terms of This Permit:** By moving forward with work on this project, Permittee will be deemed to have agreed to all terms and provisions in this Permit.

Best regards,



Brian DeWitt  
Property Manager  
San Francisco Recreation and Parks Department

Cc: James McCormick, David Iribarne, Dana Ketcham, Abigail Maher, Lisa Bransten, Susanna Fraker, Bonnie Bergeron, Janine Shiota, Marcus Santiago, Maja Follin

**Exhibit A****City and County of San Francisco  
Recreation and Park Department**

For Recreation & Park Department Use		
	Yes	No
Valid Building Permit(s)?		
Valid A/E/Contractor License Number?		
Valid General Liability and Auto. Insurance?		
RPD Encroach. Permit No.	Issued Date	Expiration Date

**Application for Temporary Minor Encroachment Permit**

Name of Park <u>GOLDEN GATE PARK</u>		Location (nearest cross streets) <u>Hag, Iwara Tea Garden Dr.</u>	
Name of Entity Requesting the Permit (Permittee) <u>ILLUMINATE</u>		Permittee Address <u>228 LAIDLEY ST.</u>	
Contact Name: <u>BEN DAVIS</u>		<u>SAN FRANCISCO, CA 94131</u>	
Work to be performed by <input type="checkbox"/> Own Force <input checked="" type="checkbox"/> Contractor		Start Date <u>2/24/20</u>	Completion Date <u>4/3/20</u>
		Duration of Encroachment <u>40 days</u>	
Fully Describe Work Within Park (attach additional sheet as required) <u>For Golden Gate Park 150th Anniversary</u> <u>TEMPORARY installation of improved performance space at Spreckels Temple of Music. Hope will never be silent quote by Harvey Milk on top center, with temp lighting and sound.</u>			
Is any work being done on Permittee's property?		Yes <input checked="" type="checkbox"/>	No <input checked="" type="checkbox"/>
Has any other City and County of San Francisco Department reviewed your plans?		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
If "yes," list other departments and status of review and approval: <u>SF REC + PARK</u>		Approved	Rejected
<u>SF PLANNING DEPT.</u>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>SF HISTORIC PRESERVATION COMMISSION</u>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>SF DEPT OF BUILDING</u>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Building Permit No. <u>2020-02.25.5275</u>		Expiration Date: _____	Issued By: <u>SAN FRANCISCO</u> (City or Jurisdiction)
Authorized Agent of Permittee (Architect, Engineer or Contractor Name, print or type) <u>JEFF JUNGSTEN</u>		License No. <u>54 9463</u>	Expiration Date
Name of Person Performing Work (include) Address (Include City and Zip Code) <u>JUNGSTEN CONSTRUCTION</u>		Business Phone <u>(415) 381-3162</u>	
Authorized Signature 		Title <u>PRESIDENT</u>	Date <u>2/25/20</u>

Recreation and Park Department  
501 Stanyan Street  
San Francisco, CA 94117

Phone: (415) 831-5500



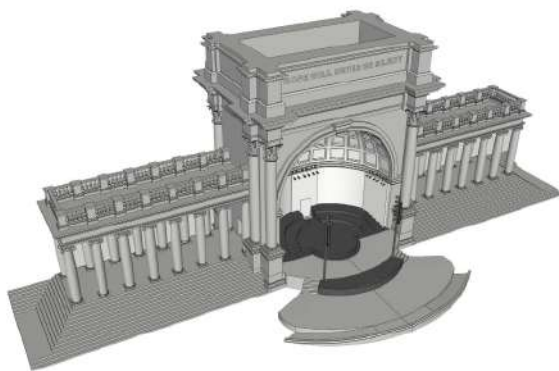
## Attachment B: Rendering of Proposed Project

Golden Gate Park - Music Concourse





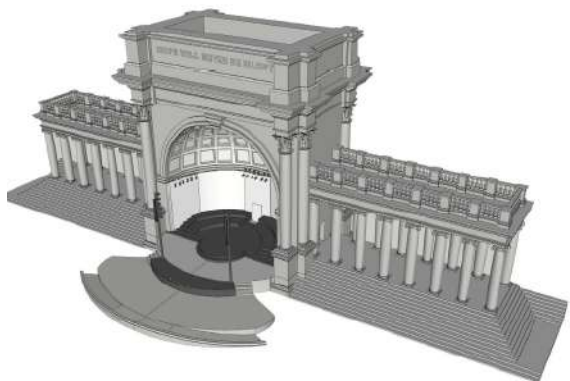
Figure 9: Rendering of bandshell installation



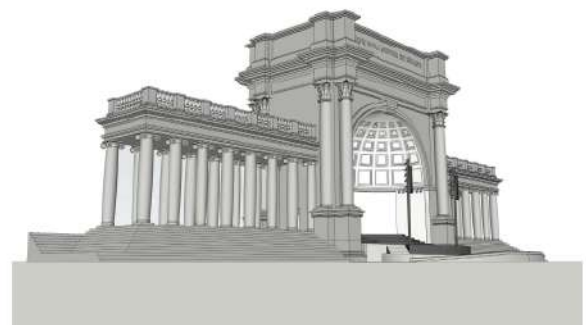
3 PERSPECTIVE LOOKING SOUTHWEST



1 AUDIENCE PERSPECTIVE  
2" = 10'



4 PERSPECTIVE LOOKING SOUTHEAST



2 VISITOR PERSPECTIVE  
2" = 10'

Figure 10: Renderings of bandshell installation perspectives





# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
02/26/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #0B29370 Edgewood Partners Insurance Center LIC #0B29370 One California Street Suite 400 San Francisco, CA 94111	1-415-365-8000 CONTACT NAME: Hugh Coyle PHONE (A/C, No. Ext): 415-365-4670 E-MAIL ADDRESS: hugh.coyle@epicbrokers.com FAX (A/C, No):
INSURED Illuminate the Arts 810 5th Avenue Suite 200 San Rafael, CA 94901	INSURER(S) AFFORDING COVERAGE INSURER A: PHILADELPHIA IND INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 18058

## COVERAGES

CERTIFICATE NUMBER: 58594050

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PHPK1966591	05/25/19	05/25/20	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1966591	05/25/19	05/25/20	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			PHUB671941	05/25/19	05/25/20	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of insurance for Temporary Minor Encroachment Permit. City & County of San Francisco, to the extent required by written contract, is additional insured on a primary and non-contributory basis. A waiver of subrogation applies in favor of the City & County of San Francisco, to the extent required by written contract as allowed by applicable law. 30 day notice of cancellation, except 10 days for non-payment of premium, applies to the extent required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

City & County of San Francisco Recreation and Park Department 501 Stanyan Street San Francisco, CA 94117 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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ACORD 25 (2010/05)

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Amber.Couch@integrogroupp.com\_SF

58594050

POLICY NUMBER: PHPK1966591

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

City and County of San Francisco

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED  
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Effective Date:** 5/25/19

**Name of Person or Organization (Additional Insured):**

City and County of San Francisco

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” arising out of or relating to your negligence in the performance of “your work” for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or “occurrence” we cover for this Additional Insured.

The Additional Insured’s limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE.**

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/19/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Vantreo Insurance Brokerage 100 Stony Point Rd, Suite 160 Santa Rosa CA 95401	<b>CONTACT</b> NAME: Diane Heller PHONE (A/C, No, Ext): 707-546-2300 FAX (A/C, No): 707-546-2915 E-MAIL ADDRESS: certs@vantreo.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Jungsten Construction Inc. 495 Miller Avenue Mill Valley CA 94941	JUNGCN-01 <b>INSURER A:</b> State Compensation Insurance Fund - SCIF <b>INSURER B:</b> Scottsdale Insurance Company <b>INSURER C:</b> California Automobile Insurance Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b>
	35076
	41297
	38342

**COVERAGES****CERTIFICATE NUMBER:** 1169182196**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		RBS0028933	6/1/2019	6/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA040000055412	11/1/2019	11/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	XLS0105842	6/1/2019	6/1/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	9219010-2019	10/1/2019	10/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City and County of San Francisco, its officers, employees and agents are named as additional insureds with respects to General Liability per the attached form.

**CERTIFICATE HOLDER****CANCELLATION**

San Francisco Recreation and Park Department  
501 Stanyan Street  
San Francisco CA 94117

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: RBS0028933

COMMERCIAL GENERAL LIABILITY  
CG 20 33 07 98

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – AUTOMATIC STATUS WHEN  
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed for that insured. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- B.** With respect to the insurance afforded these additional insureds, the following additional exclusion applies:
- This insurance does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  2. Supervisory, inspection, architectural or engineering activities.

**POLICY NUMBER: RBS0028933**

**COMMERCIAL GENERAL LIABILITY  
CG 20 01 04 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1)** The additional insured is a Named Insured under such other insurance; and
- (2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



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

## **TEMPORARY MINOR ENCROACHMENT PERMIT**

February 27, 2020

Illuminate  
Attn: Ben Davis  
228 Laidley Street  
San Francisco, CA 94131  
Phone (415) 786-4332

RE: Golden Gate Park: Spreckels Temple of Music (the Bandshell) Lighting and Sound Installation for 150 GGP Anniversary

Dear Ben Davis,

This letter serves as a permit for temporary minor encroachment within the San Francisco Recreation and Park Department's Golden Gate Park: Music Concourse as shown is **Exhibit A**. The proposed scope of work is to temporary install an outdoor-rated lighting and sound system. The lighting stanchions will be secured using anchor bolts that affix only to the cement at the base of the stage that can be easily patched upon removal. The work will require access to the bandshell and use of a boom. The work will occur between February 27, 2020 – April 3, 2020 in coordination with RPD staff.

**Driving Safety: While driving on the service roads in the Park, Permittee will comply with the following the Department Vehicle Policy:**

- Vehicles may not exceed 5 mph speed (the speed of walking).
- Hazard lights / flashers must be on at all times.
- A designated walker must walk in front of the vehicle or the vehicle must have a beeping sound system as it travels on the path.
- Vehicles are restricted to paved surfaces and designated site parking location and may only be on site for travel to and from the designated location and use paved surfaces. Permittee will be liable for any damage caused by Permittee to lawns, sprinkler systems and/or structures.



The project sponsor and contractor shall be required to stay in contact the Recreation and Park representative James McCormick (the "RPD Representative"). James McCormick's phone number is (415) 819-7074. Please contact the RPD Representative at the completion of encroachment so he may deem if the area has been returned to its original condition.

Necessary precautions shall be taken to ensure the safety of park users, disabled people and pedestrians. Please provide appropriate signage and/or monitors to ensure the safety of the public and vehicle passerby.

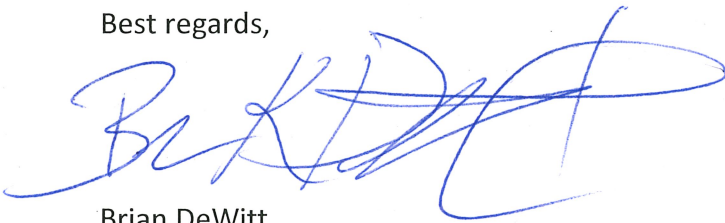
If deficiencies or violations of any kind are found, the Recreation and Parks Department may look to other related contractors' Performance Bonds, other bonds and other insurance to ensure appropriate compensation.

An encroachment fee is waived.

A \$1 MILLION CERTIFICATE OF LIABILITY INSURANCE has been received (**Exhibit B**), naming additionally insured, the City and County of San Francisco and the Recreation and Park Department and its agents, employees and Commissioners in single limits applying to physical injury, property damage, and personal injury. Certificate of Insurance must state that the City and County of San Francisco and the San Francisco Recreation and Park Department are additionally insured in the Marina Green during the encroachment period.

**Acceptance of the Terms of This Permit:** By moving forward with work on this project, Permittee will be deemed to have agreed to all terms and provisions in this Permit.

Best regards,



Brian DeWitt  
Property Manager  
San Francisco Recreation and Parks Department

Cc: James McCormick, David Iribarne, Dana Ketcham, Abigail Maher, Lisa Bransten, Susanna Fraker, Bonnie Bergeron, Janine Shiota, Marcus Santiago, Maja Follin



## Exhibit A

City and County of San Francisco  
Recreation and Park Department

For Recreation & Park Department Use		
	Yes	No
Valid Building Permit(s)?		
Valid A/E/Contractor License Number?		
Valid General Liability and Auto. Insurance?		
RPD Encroach. Permit No.	Issued Date	Expiration Date

## Application for Temporary Minor Encroachment Permit

Name of Park <u>GOLDEN GATE PARK</u>		Location (nearest cross streets) <u>Hag, Iwano Tea Garden</u> <u>SPRECKELS TEMPLE OF MUSIC DR.</u>	
Name of Entity Requesting the Permit (Permittee) <u>ILLUMINATE</u>		Permittee Address <u>228 LAIDLEY ST.</u> <u>SAN FRANCISCO, CA 94131</u>	
Contact Name: <u>BEN DAVIS</u>		Phone: <u>(415) 786-4332</u>	
Work to be performed by <input type="checkbox"/> Own Force <input checked="" type="checkbox"/> Contractor	Start Date <u>2/24/20</u>	Completion Date <u>4/3/20</u>	Duration of Encroachment <u>40 days</u>
Fully Describe Work Within Park (attach additional sheet as required) <u>For Golden Gate Park 150th Anniversary</u> <u>TEMPORARY installation of improved performance space at</u> <u>SPRECKELS Temple of Music. Hope will Never Be Silent</u> <u>quote by Harvey Milk on top center, with temp lighting and</u> <u>SOUND.</u>			
Is any work being done on Permittee's property?		<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Has any other City and County of San Francisco Department reviewed your plans?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If "yes," list other departments and status of review and approval: <u>SF REC + PARK</u>		Approved	Rejected
<u>SF PLANNING DEPT.</u>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>SF HISTORIC PRESERVATION COMMISSION</u>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>SF DEPT OF BUILDING</u>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Building Permit No. <u>2020-02.25.5275</u>		Expiration Date: _____	Issued By: <u>SAN FRANCISCO</u> (City or Jurisdiction)
Authorized Agent of Permittee (Architect, Engineer or Contractor Name, print or type) <u>JEFF JUNGSTEN</u>		License No. <u>54 9463</u>	Expiration Date
Name of Person Performing Work (include) Address (Include City and Zip Code) <u>JUNGSTEN CONSTRUCTION</u>		Business Phone <u>(415) 381-3162</u>	
Authorized Signature 	Title <u>PRESIDENT</u>	Date <u>2/25/20</u>	

Recreation and Park Department  
501 Stanyan Street  
San Francisco, CA 94117

Phone: (415) 831-5500



## Attachment B: Rendering of Proposed Project

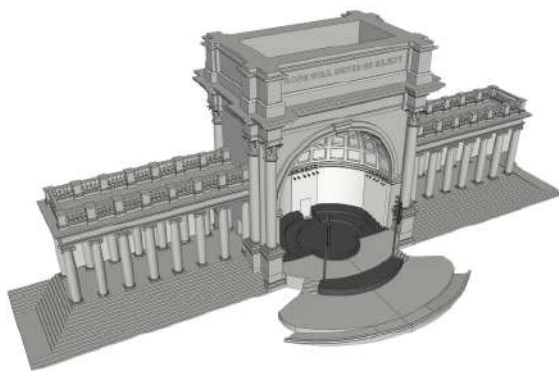
Golden Gate Park - Music Concourse







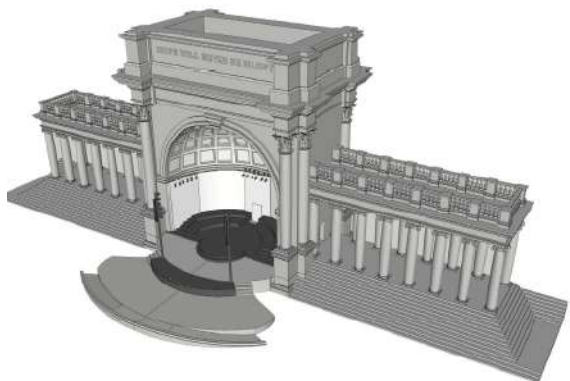
Figure 9: Rendering of bandshell installation



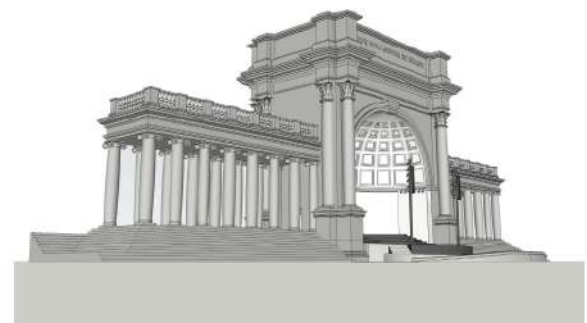
3 PERSPECTIVE LOOKING SOUTHWEST



1 AUDIENCE PERSPECTIVE  
2" = 10'



4 PERSPECTIVE LOOKING SOUTHEAST



2 VISITOR PERSPECTIVE  
2" = 10'

Figure 10: Renderings of bandshell installation perspectives



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
02/26/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #0B29370 Edgewood Partners Insurance Center LIC #0B29370 One California Street Suite 400 San Francisco, CA 94111	1-415-365-8000 CONTACT NAME: Hugh Coyle PHONE (A/C, No. Ext): 415-365-4670 E-MAIL ADDRESS: hugh.coyle@epicbrokers.com FAX (A/C, No):
INSURED Illuminate the Arts 810 5th Avenue Suite 200 San Rafael, CA 94901	INSURER(S) AFFORDING COVERAGE INSURER A: PHILADELPHIA IND INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 18058

## COVERAGES

CERTIFICATE NUMBER: 58594050

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PHPK1966591	05/25/19	05/25/20	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1966591	05/25/19	05/25/20	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			PHUB671941	05/25/19	05/25/20	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of insurance for Temporary Minor Encroachment Permit. City & County of San Francisco, to the extent required by written contract, is additional insured on a primary and non-contributory basis. A waiver of subrogation applies in favor of the City & County of San Francisco, to the extent required by written contract as allowed by applicable law. 30 day notice of cancellation, except 10 days for non-payment of premium, applies to the extent required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

City & County of San Francisco Recreation and Park Department 501 Stanyan Street San Francisco, CA 94117 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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ACORD 25 (2010/05)

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Amber.Couch@integrogroupp.com\_SF

58594050

POLICY NUMBER: PHPK1966591

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

City and County of San Francisco

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED  
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Effective Date:** 5/25/19

**Name of Person or Organization (Additional Insured):**

City and County of San Francisco

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” arising out of or relating to your negligence in the performance of “your work” for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or “occurrence” we cover for this Additional Insured.

The Additional Insured’s limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE.**

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/19/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Vantreo Insurance Brokerage 100 Stony Point Rd, Suite 160 Santa Rosa CA 95401	<b>CONTACT</b> NAME: Diane Heller PHONE (A/C, No, Ext): 707-546-2300 FAX (A/C, No): 707-546-2915 E-MAIL ADDRESS: certs@vantreo.com														
<b>INSURED</b> Jungsten Construction Inc. 495 Miller Avenue Mill Valley CA 94941	<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: State Compensation Insurance Fund - SCIF</td> <td>35076</td> </tr> <tr> <td>INSURER B: Scottsdale Insurance Company</td> <td>41297</td> </tr> <tr> <td>INSURER C: California Automobile Insurance Company</td> <td>38342</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER	NAIC #	INSURER A: State Compensation Insurance Fund - SCIF	35076	INSURER B: Scottsdale Insurance Company	41297	INSURER C: California Automobile Insurance Company	38342	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: California Automobile Insurance Company	38342														
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES****CERTIFICATE NUMBER:** 1169182196**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> CLAIMS-MADE  <input checked="" type="checkbox"/> OCCUR    GEN'L AGGREGATE LIMIT APPLIES PER:  <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC  OTHER: </div> <div> <input type="checkbox"/> SCHEDULED AUTOS ONLY  <input type="checkbox"/> NON-OWNED AUTOS ONLY </div> </div>	Y		RBS0028933	6/1/2019	6/1/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 50,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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	\$																				
C	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> ANY AUTO  <input type="checkbox"/> OWNED AUTOS ONLY  <input type="checkbox"/> HIRED AUTOS ONLY </div> <div> <input type="checkbox"/> SCHEDULED AUTOS  <input type="checkbox"/> NON-OWNED AUTOS ONLY </div> </div>			BA040000055412	11/1/2019	11/1/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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EACH OCCURRENCE	\$ 4,000,000																				
AGGREGATE	\$ 4,000,000																				
	\$																				
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	9219010-2019	10/1/2019	10/1/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td>\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td>\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td>\$ 1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000		
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E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000																			
E.L. DISEASE - POLICY LIMIT		\$ 1,000,000																			

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City and County of San Francisco, its officers, employees and agents are named as additional insureds with respects to General Liability per the attached form.

**CERTIFICATE HOLDER****CANCELLATION**

San Francisco Recreation and Park Department  
501 Stanyan Street  
San Francisco CA 94117

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: RBS0028933

COMMERCIAL GENERAL LIABILITY  
CG 20 33 07 98

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – AUTOMATIC STATUS WHEN  
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed for that insured. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- B.** With respect to the insurance afforded these additional insureds, the following additional exclusion applies:
- This insurance does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  2. Supervisory, inspection, architectural or engineering activities.

**POLICY NUMBER: RBS0028933**

**COMMERCIAL GENERAL LIABILITY  
CG 20 01 04 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1)** The additional insured is a Named Insured under such other insurance; and

- (2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.





Daniel Lurie, Mayor

Kat Anderson, Commission President  
Philip A. Ginsburg, General Manager

**TEMPORARY MINOR ENCROACHMENT PERMIT**

**AMENDMENT #1**

May 13, 2025

San Francisco Parks Alliance  
166 Geary Street, STE 1500 #2362  
San Francisco, CA 94108  
ATTN: Robert Ogilvie  
(415) 801-4163

Re: Glen Park Recreation Center mural installation from 4/14/25 through 5/16/25 (**EXTENDED FROM 5/19/25 TO 6/6/25**)

Dear Mr. Ogilvie,

This letter will serve as Amendment #1 to your temporary minor encroachment permit for the Glen Park Recreation Center mural installment on the retaining wall along the west side of Elk Street, which was issued on 4/3/25.

The original encroachment term was from 4/14/25 to 5/16/25, which this Amendment **extends from 5/19/25 to 6/6/25. The work will be performed on weekdays (Monday to Friday) between 7 a.m. to 3 p.m.**

**ALL OTHER TERMS OF THE ORIGINAL PERMIT REMAIN IN FULL FORCE AND EFFECT.**

Best regards,

*Christian Gayagoy*

Christian Gayagoy, Property Management  
San Francisco Recreation and Park Department

Cc: Renee Berger, Suzanne Ginsburg, Beck Trebesch, Neil Cetrangolo, Andy Kushner, Abigail Maher, Lamonte' Bishop, Jennifer Gee, Shauna Bogetz, Elizabeth Benjamin, George Ridgely, Dana Ketcham, Marcus Santiago, Neal Patel





Daniel Lurie, Mayor

Kat Anderson, Commission President  
Philip A. Ginsburg, General Manager

*Robert Ogilvie  
Interim Chief Executive Officer  
San Francisco Parks Alliance  
166 Geary St STE 1500 #2362,  
San Francisco, CA 94108*

February 27, 2025

Dear Robert,

On behalf of San Francisco Recreation and Parks, I want to thank San Francisco Parks Alliance for donating \$3,572.10 to the *Allyne Park Irrigation Project* on behalf of Friends of Allyne Park. This donation, received on February 24, 2025, will help cover the cost of installing irrigation and grass at Allyne Park in San Francisco.

The San Francisco Recreation and Park Department administers more than 220 parks, playgrounds, and open spaces, including two outside the city limits. Our park system includes 25 recreation centers, nine swimming pools, five golf courses and numerous tennis courts, ball diamonds, soccer fields and other sports venues.

For your records, the tax identification number of the City & County of San Francisco's Recreation & Parks Department is 94-6000417.

You may contact Tamar Barlev, Assistant Director of Partnerships with any questions at 415-831-6842 or email [tamar.barlev@sfgov.org](mailto:tamar.barlev@sfgov.org).

Thank you again for this generous donation, we're grateful for your support.

Sincerely,

Lisa Bransten  
Director of Partnerships  
San Francisco Recreation Park Department

## White, Staci (REC)

---

**Subject:** RPD<>SFPA - IB Grant Agreement discussion

-----  
**Subject:** RPD<>SFPA - IB Grant Agreement discussion

**Location:** Microsoft Teams Meeting

**Start:** Tue 7/25/2023 3:30 PM

**End:** Tue 7/25/2023 5:00 PM

**Recurrence:** (none)

**Meeting Status:** Accepted

**Organizer:** Bransten, Lisa (REC)

**Required Attendees:** Ginsburg, Phil (REC); Khoury, Daliah (REC); Silver, Joshua (REC); Drew Becher; Steve Fredericks; Maya Rodgers

**Optional Attendees:** White, Staci (REC)

---

Microsoft Teams meeting

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 241 708 846 942

Passcode: nheUaD

[Download Teams](#) | [Join on the web](#)

**Or call in (audio only)**

[+1 415-906-4659,,953652144#](#) United States, San Francisco

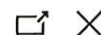
Phone Conference ID: 953 652 144#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

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## India Basin Executive Team Meeting - Event instance



## Event Scheduling Assistant

Delete  
vForward  
vReply  
allDuplicate  
eventAccepted  
vPropose new  
time vRespond  
vBusy  
v15 minutes  
before vCategorize  
v

Tags

Actions

Respond

Options



## India Basin Executive Team Meeting

Wed 8/16/2023 2:00 PM  
- 4:00 PMView  
seriesShow all  
instances<https://sfrpd.zoom.us/j/89283844045?pwd=bDQ2MnJ5Ui84ZkhEU1RXbEVSc2o4Zz09>

For attendees listed as "optional" the invite is to hold the meeting date and time on your calendar. Please note, you may be contacted in advance of the meeting to present a specific agenda item. Thank you.

Topic: India Basin Executive Team Mtg.  
Time: Mar 15, 2023 02:00 PM Pacific Time (US and Canada)

## Join Zoom Meeting

<https://sfrpd.zoom.us/j/89283844045?pwd=bDQ2MnJ5Ui84ZkhEU1RXbEVSc2o4Zz09>

Meeting ID: 892 8384 4045

Passcode: 362081

One tap mobile

+16699006833,,89283844045# US (San Jose)

+16694449171,,89283844045# US

## Dial by your location

+1 669 900 6833 US (San Jose)

+1 669 444 9171 US

+1 719 359 4580 US

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 301 715 8592 US (Washington DC)

+1 305 224 1968 US

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

## Tracking

## Organizer



White, Staci (REC)

Sent on Saturday, 3/30/2024  
4:12 AM

## Attendees

Responded "Accept" by White, Staci (REC)

v Accepted: 11

MS

Madland, Sarah (REC)  
RequiredBradley, Stacy (REC)  
Required

BL

Bransten, Lisa (REC)  
Required

FD

Froehlich, David (REC)  
Required

KR

Kelly, Ryan (REC)  
Required

KG

Kurt Grimes  
Required

EH

Eva Hopkins  
Required

DB

Drew Becher  
Required

P

philipw@sfparksalliance..  
Required

NT

Namara, Thomas (REC)



## White, Staci (REC)

**Subject:** RPD / SFPA Retreat Sync

**Start:** Fri 8/18/2023 11:00 AM  
**End:** Fri 8/18/2023 12:00 PM

**Recurrence:** (none)

**Meeting Status:** Accepted

**Organizer:** cassiet@sfparksalliance.org

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

This meeting is to discuss details of the joint RPD / SFPA Retreat on August 31.

[Join with Google Meet](#)

### When

Friday Aug 18, 2023 · 11am – 12pm (Pacific Time - Los Angeles)

### Meeting link

[meet.google.com/wan-yvui-fjy](https://meet.google.com/wan-yvui-fjy)

### Guests

cassiet@sfparksalliance.org - organizer  
drew@sfparksalliance.org  
andrea@en2action.org  
phil.ginsburg@sfgov.org  
staci.white@sfgov.org  
pooja@en2action.org

[View all guest info](#)

### Join by phone

(US) [+1 662-502-2756](#)  
PIN: 925996746

[More phone numbers](#)

**Reply** for phil.ginsburg@sfgov.org

Yes

No

Maybe

[More options](#)

Invitation from [Google Calendar](#)

## White, Staci (REC)

---

**Subject:** SFPA Matters (Phil + Drew Becher)

-----  
**Subject:** SFPA Matters (Phil + Drew Becher)

**Location:** Microsoft Teams Meeting

**Start:** Fri 1/12/2024 8:30 AM

**End:** Fri 1/12/2024 9:30 AM

**Recurrence:** (none)

**Meeting Status:** Accepted

**Organizer:** White, Staci (REC)

**Required Attendees:** Ginsburg, Phil (REC); Drew Becher

**Optional Attendees:** Madland, Sarah (REC); Guerra, Antonio (REC); Bransten, Lisa (REC);  
kearstin@sfparksalliance.org; luke@sfparksalliance.org

---

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 225 656 214 371

Passcode: AiipXA

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Or call in (audio only)

[+1 415-906-4659,,973446648#](#) United States, San Francisco

Phone Conference ID: 973 446 648#

[Find a local number](#) | [Reset PIN](#)

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---



SFPA Matters  
(Phil + Drew Bec...

## White, Staci (REC)

---

**Subject:** India Basin Waterfront Park Campaign Cabinet Meeting

-----  
**Subject:** India Basin Waterfront Park Campaign Cabinet Meeting  
**Location:** Southeast Community Center (1550 Evans Ave, San Francisco, CA 94124)  
  
**Start:** Tue 1/23/2024 5:00 PM  
**End:** Tue 1/23/2024 7:00 PM  
  
**Recurrence:** (none)  
  
**Meeting Status:** Accepted  
  
**Organizer:** An Nguyen

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

We are thrilled to return to the Southeast Community Center for our January meeting. An email with further information will be sent shortly. Please reach out to [Daliah Khoury](#) for additional details. Thank you.



India Basin  
Waterfront Park ...



## White, Staci (REC)

---

**Subject:** meet up Confirmed - PG,DC,DB  
**Location:** Blackthorn 834 Irving street  
  
**Start:** Mon 3/4/2024 5:00 PM  
**End:** Mon 3/4/2024 6:00 PM  
  
**Recurrence:** (none)  
  
**Meeting Status:** Accepted  
  
**Organizer:** Drew Becher

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

**This event has been updated**

**Changed:** location

### When

Monday Mar 4, 2024 · 5pm – 6pm (Pacific Time - Los Angeles)

### Location **CHANGED**

Blackthorn 834 Irving street

[View map](#)

~~Blackthoe 834 Irving street~~

### Guests

Drew Becher - organizer

[danny@familycap.com](mailto:danny@familycap.com)

[phil.ginsburg@sfgov.org](mailto:phil.ginsburg@sfgov.org)

[View all guest info](#)

**Reply** for [phil.ginsburg@sfgov.org](mailto:phil.ginsburg@sfgov.org)

Yes

No

Maybe

India Basin Executive Team Meeting - Event instance



Event      Scheduling Assistant

Delete  
▼

Forward  
▼

Reply all

Duplicate event

Join Teams meeting

Accepted  
▼

Propose new time  
▼

Respond  
▼

Busy  
▼

15 minutes before  
▼

Category  
▼

Actions

Online meeting

Respond

Options

Join

Wed 3/20/2024 2:00 PM - 4:00 PM      View series      Show all instances

Microsoft Teams Meeting



Microsoft Teams meeting

Join on your computer, mobile app or room device  
[Click here to join the meeting](#)

Meeting ID: 264 789 092 726  
Passcode: CMNvrQ  
[Download Teams](#) | [Join on the web](#)

Or call in (audio only)  
[+1 415-906-4659,,522683959#](#) United States, San Francisco  
Phone Conference ID: 522 683 959#  
[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

Tracking

Organizer

White, Staci (REC)  
Sent on Wednesday, 12/20/2023 at 12:42 PM

Attendees

You responded "Accept"

▼ Accepted: 13

- DB

Drew Becher  
Required
- Ginsburg, Phil (REC)  
Required
- MS

Madland, Sarah (REC)  
Required
- Bradley, Stacy (REC)  
Required
- BL

Bransten, Lisa (REC)  
Required
- Silver, Josh (REC)  
Required
- Froehlich, David (REC)  
Required
- KR

Kelly, Ryan (REC)  
Required
- T

terence.wu@tpl.org  
Required
- sarka.volejnikova@tpl.org

## White, Staci (REC)

**Subject:** Phil / Jim / Drew

**Start:** Fri 3/29/2024 8:30 AM  
**End:** Fri 3/29/2024 9:00 AM

**Recurrence:** (none)

**Meeting Status:** Accepted

**Organizer:** Drew Becher

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

### When

Friday Mar 29, 2024 · 8:30am – 9am (Pacific Time - Los Angeles)

[Join with Google Meet](#)

### Guests

Drew Becher - organizer  
phil.ginsburg@sfgov.org  
jim\_lazarus@yahoo.com

[View all guest info](#)

### Meeting link

[meet.google.com/snc-qats-mmj](https://meet.google.com/snc-qats-mmj)

### Join by phone

(US) [+1 402-961-1261](#)

PIN: 664384691

Reply for phil.ginsburg@sfgov.org

Yes

No

Maybe

[More options](#)

[More phone numbers](#)

Invitation from [Google Calendar](#)

You are receiving this email because you are an attendee on the event. To stop receiving future updates for this event, decline this event.

Forwarding this invitation could allow any recipient to send a response to the organizer, be added to the guest list, invite others regardless of their own invitation status, or modify your RSVP. [Learn more](#)

## White, Staci (REC)

---

**Subject:** SFPA Finance Meeting

-----  
**Subject:** SFPA Finance Meeting  
**Location:** Microsoft Teams Meeting

**Start:** Thu 6/27/2024 4:30 PM  
**End:** Thu 6/27/2024 5:30 PM

**Recurrence:** (none)

**Meeting Status:** Accepted

**Organizer:** White, Staci (REC)

**Required Attendees:** Ginsburg, Phil (REC); Guerra, Antonio (REC); Bransten, Lisa (REC); Drew Becher; Kearstin Krehbiel (kearstin@sfpt.org); kjones@metispartnersllc.com; Imozingo@berkeley.edu

**Optional Attendees:** kearstin@sfparksalliance.org

---

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 257 592 446 156

Passcode: bA7SH8

---

Dial in by phone

[+1 415-906-4659,,421442286#](#) United States, San Francisco

[Find a local number](#)

Phone conference ID: 421 442 286#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

---



SFPA Finance  
Meeting



## White, Staci (REC)

---

**Subject:** Fulfilling a Promise Campaign Cabinet Meeting (VIRTUAL MEETING)

-----  
**Subject:** Fulfilling a Promise Campaign Cabinet Meeting (VIRTUAL MEETING)

**Location:** <https://us02web.zoom.us/j/82967771580>

**Start:** Tue 9/10/2024 5:00 PM

**End:** Tue 9/10/2024 6:00 PM

**Recurrence:** (none)

**Meeting Status:** Accepted

**Organizer:** An Nguyen

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Fulfilling the Promise Campaign Cabinet Members,

With the first presidential debate confirmed for next Tuesday at 6 pm, we will be changing our in-person meeting to a [Zoom meeting from 5 pm – 6 pm](#). There are many updates to share and celebrate together, so we hope you will still plan to join us.

As always, thank you so much for your continued support and leadership. Please reach out to Daliah Khoury ([daliah.khoury@sfgov.org](mailto:daliah.khoury@sfgov.org)) with questions or comments.

With our deepest gratitude,  
Roselyne Swig a.k.a "Cissie"  
Eric McDonnell  
Chuck Collins  
Fulfilling the Promise Campaign Co-Chairs

An Nguyen is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting  
<https://us02web.zoom.us/j/82967771580>

Meeting ID: 829 6777 1580

---  
One tap mobile  
+16694449171,,82967771580# US  
+16699009128,,82967771580# US (San Jose)  
---

## **White, Staci (REC)**

---

**Subject:** Fulfilling a Promise Campaign Cabinet Meeting

-----  
**Subject:** Fulfilling a Promise Campaign Cabinet Meeting

**Location:** 900 Innes Ave, San Francisco, CA 94124

**Start:** Tue 1/28/2025 4:00 PM

**End:** Tue 1/28/2025 6:00 PM

**Recurrence:** (none)

**Meeting Status:** Accepted

**Organizer:** An Nguyen

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Fulfilling a Promise Campaign Cabinet Members,

We look forward to seeing many of you at our Cabinet Meeting next Tuesday, January 28, from 4 pm – 6 pm in The Shop Building at the South Section of India Basin Waterfront Park (a map is attached). The agenda will be as follows:

- I. Welcome and Introductions
- II. Initiative Update
- III. Guest Speaker: Rocking the Boat
- IV. Campaign Progress and Outlook

Thank you for taking the time to learn more about this initiative's exciting progress and for contributing to its success.

Phil Ginsburg & Robert Ogilvie Check-In - Meeting



Event      Scheduling Assistant

Edit

Cancel

Duplicate event

Forward

Reply all

Join Teams meeting

Busy

Don't remind me

Categorize

Private

Scheduling poll

Actions      Online meeting      Options      Tags      FindTime



Phil Ginsburg & Robert Ogilvie Check-In

Join

Tracking

Tue 4/1/2025 2:45 PM - 3:30 PM

GM Office - McLaren Lodge, 501 Stanyan Street

Organizer

Ginsburg, Phil (REC)  
Sent on Friday, 3/21/2025 at 2:39 PM

Attendees

Accepted: 1

RO Robert Ogilvie  
Required



## SFPA Check-in - Meeting



Event Scheduling Assistant

Delete
 Forward
 Reply all
 Duplicate event
 Join meeting
 Accepted
 Propose new time
 Respond
 Busy
 Don't remind me

Actions
 Online meeting
 Respond
 Options



### SFPA Check-in

Join

### Tracking



Mon 4/14/2025 2:45 PM - 3:45 PM

### Organizer



<https://sfrpd.zoom.us/j/86783008238?pwd=h2No1Y1M9qpWssc05HFajW673bA8aJ.1>

BL Bransten, Lisa (REC)  
Sent on Tuesday, 4/8/2025 at 11:55 AM



Lisa Bransten is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://sfrpd.zoom.us/j/86783008238?pwd=h2No1Y1M9qpWssc05HFajW673bA8aJ.1>

### Attendees

You responded "Accept"

Meeting ID: 867 8300 8238

Passcode: 783133

✓ Accepted: 2



Ginsburg, Phil (REC)  
Required

RO

Robert Ogilvie  
Required

✓ Didn't respond: 1



White, Staci (REC)  
Optional

One tap mobile

+16694449171,,86783008238#,,,\*783133# US  
+16699006833,,86783008238#,,,\*783133# US  
(San Jose)

Dial by your location

- +1 669 444 9171 US
- +1 669 900 6833 US (San Jose)
- +1 346 248 7799 US (Houston)
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 646 558 8656 US (New York)
- +1 646 931 3860 US
- +1 689 278 1000 US

Board Retreat - Meeting

Event Scheduling Assistant

Delete

Forward

Reply all

Duplicate event

Accepted

Propose new time

Respond

Free

Don't remind me

Categorize

Private

ActionsRespondOptionsTags

Board Retreat

Join

Tue 4/22/2025 9:00 AM - 5:00 PM

Pillsbury Winthrop Shaw Pittman LLP, 4 Embarcadero Ctr, San Francisco, CA 94111, USA

invite.ics  
4 KB

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

**This event has been updated**  
**Changed:** description

**Description** CHANGED  
SFPA Admin is inviting you to a scheduled Zoom meeting.

Topic: Board Retreat  
Time: Apr 22, 2025 09:00 AM Pacific Time (US and Canada)  
Join Zoom Meeting  
<https://sfparksalliance.zoom.us/j/83398857095?pwd=X6KudYgOZa0EQnfrxZqazeCTKDcmJ2.1>

Tracking

Organizer

AS Admin SFPA  
Sent on Monday, 4/21/2025 at 12:45 PM

Attendees

You responded "Accept"

Didn't respond: 5

- SB SFPA Board Required
- AC Aimee Callander Required
- RO Robert Ogilvie Required
- SF Steve Fredericks Required
- Ginsburg, Phil (REC) Required

Louise, Phil, Jim Robert - Meeting



Event	Scheduling Assistant
-------	----------------------



## Forward

Duplica

Accepted

ew Resp

Busy

### Categorize Private

## Tags

<https://sfparksalliance.zoom.us/j/89834494629?>

**From:** [Delmage, Michelle \(REC\)](#)  
**To:** [kearstin@sfparksalliance.org](mailto:kearstin@sfparksalliance.org); [KJones@metispartnersllc.com](mailto:KJones@metispartnersllc.com)  
**Cc:** [Guerra, Antonio \(REC\)](#); [Bransten, Lisa \(REC\)](#)  
**Subject:** Quarterly Reports for Annual Support Fund  
**Date:** Friday, December 20, 2024 10:59:24 AM  
**Attachments:** [RE Quarterly Reports for Annual Support Fund.msg](#)

---

Hi Kearstin and Ken,

Hope all is well. I am following up on the quarterly reports for the Annual Support funds. Can you please send these to me as soon as possible?

1. **FY24 Q2 and Q3** – I have not received a revised report from the last follow-up on 10/10/24 (see attached). Please let me know if you still would like to meet about this. I am free on Monday (12/23) from 9-11am, 12-1:30pm, and 3-4pm. After that, I will be on vacation until 1/3/25.
2. **FY24 Q4** – I have not received this yet and my initial inquiry was also on 10/10/24 in the attached email. This was due on 9/28/24.
3. **FY25 Q1** – I have not received this yet and this was due on 11/14/24.
4. **FY25 Q2** – This is not due yet, but wanted to let you know that it's due on 2/14/25.

Thanks and Happy Holidays,

Michelle Delmage  
Finance and Accounting Operations Manager  
San Francisco Recreation and Parks Department  
415-831-6889 (office)

**From:** Drew Becher <[drew@sfparksalliance.org](mailto:drew@sfparksalliance.org)>  
**Sent:** Thursday, June 20, 2024 8:14 PM  
**To:** Ginsburg, Phil (REC) <[phil.ginsburg@sfgov.org](mailto:phil.ginsburg@sfgov.org)>  
**Cc:** Kearstin Krehbiel <[kearstin@sfparksalliance.org](mailto:kearstin@sfparksalliance.org)>; Sonia Gonzalez Banks <[soniab@sfparksalliance.org](mailto:soniab@sfparksalliance.org)>; Bransten, Lisa (REC) <[lisa.bransten@sfgov.org](mailto:lisa.bransten@sfgov.org)>; Guerra, Antonio (REC) <[antonio.guerra@sfgov.org](mailto:antonio.guerra@sfgov.org)>  
**Subject:** Re: Formal Request for Information

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Phil:

Thank you for reaching out and sorry we did not connect earlier this week. As you know from some brief discussions we have had, the SFPA along with many nonprofits are having to downsize to meet today's budget realities. I have been consumed with onboarding a new financial firm and all that brings along with it. We also had another round of layoffs at SFPA today and as you know that is always difficult.

As I understand it, Our teams have been meeting and they have been working through some questions regarding the reconciliation of the P/L statements for India Basin and LPSF over the last few weeks. To that end I will check on where we are with these items because I believe both parties have outstanding items. We will get back to you in short order, I hope we can schedule some time to review.

I think you are going back east for a college reunion this weekend, safe travels and I look forward to catching up.

Best,

Drew

**Drew Becher**

Chief Executive Officer

*pronouns: he/his*

**San Francisco Parks Alliance**

1074 Folsom Street

San Francisco, CA 94103

[sfparksalliance.org](http://sfparksalliance.org)

p: 415.801.4154 e: [Drew@sfparksalliance.org](mailto:Drew@sfparksalliance.org)

**Show your love for your city's parks** - This May we're raising \$80k to make San Francisco parks joyful, vibrant, and active. Consider [donating to SF parks](#) today!



On Wed, Jun 19, 2024 at 8:19 PM Ginsburg, Phil (REC) <[phil.ginsburg@sfgov.org](mailto:phil.ginsburg@sfgov.org)> wrote:  
Dear Drew,

While we haven't spoken directly about this topic yet, it has now come to my attention through several outside parties that the San Francisco Parks Alliance is experiencing a cash flow shortage that may be challenging its capacity to operate.

I am writing to ensure funds held at the Parks Alliance for the benefit of the Recreation and Park Department are secure and to request a formal update on Parks Alliance finances. In particular, I am requesting information on funds held at the Parks Alliance for RPD-SFPA partnership projects (including India Basin and LetsPlaySF!) along with the status of funds from the RPD-SFPA Commemorative Bench Program.

Section 3.5 of our MOU requires SFPA to provide RPD with reports each quarter within 45 days of the close. We have not received any financial information from SFPA since Q1 even though we are now well past 45 days since the end of Q3. We understand you have been transitioning financial systems and personnel these last few months and have patiently filed unreconciled reports to comply with various financial reporting requirements of our own. With news of these concerns coming from outside sources, we are now eager to formerly reconcile and confirm available funds on our joint projects and programs.

Through this email, I am asking you and your team to please work diligently with my staff to confirm invoices paid and balances remaining on: 1) LetsPlaySF! so we can plan for the final design and construction work on the Program's last three playgrounds and 2) India Basin so we can ensure vendors and contractors are being paid and we have a better sense of available resources to invest in Equitable Development initiatives moving forward, some with imminent and consequential funding deadlines.

We are grateful for our ongoing partnership and the good work on numerous projects, programs and initiatives our organizations have undertaken. Our park system is better because of our partnership, and SFPA's work is vitally important to San Francisco's public spaces and the people who use, maintain, and program them. We look forward to speedy clarification on these matters.

Thank you,

Phil  
Philip A. Ginsburg  
General Manager  
San Francisco Recreation and Parks  
San Francisco Recreation and Park Department | City & County of San Francisco  
McLaren Lodge in Golden Gate Park | 501 Stanyan Street | San Francisco, CA | 94117

(415) 831-2701 (office)  
[phil.ginsburg@sfgov.org](mailto:phil.ginsburg@sfgov.org)

Visit us at [sfrecpark.org](http://sfrecpark.org)  
Like us on Facebook  
Follow us on Twitter  
Watch us on sfRecParkTV  
Sign up for our e-News







Daniel Lurie, Mayor

Kat Anderson, Commission President  
Philip A. Ginsburg, General Manager

January 24, 2025

Drew Becher, CEO  
San Francisco Park Alliance

Dear Drew,

Thank you for your ongoing partnership and the San Francisco Parks Alliance's work on behalf of San Francisco's park users, park staff and our City's treasured park system. I look forward to continuing our work together on large and small projects that do so much to promote the physical and economic well-being of our city.

I am compelled to write to follow up on my email of June 20<sup>th</sup> 2024 and my letter dated October 16<sup>th</sup>, 2024 (attached for reference) with a continuing request for information and follow through on mandated and agreed upon reporting requirements, and timely payments to vendors and friends groups. While we work together in partnership, I must ask that SFPA follow through on the following specific requests with urgency.

1. **REPORTING - India Basin:** The last report we received for India Basin was through end of March/Q3 for FY24. We expressed concern in my October 16th letter which included reminders about reporting deadlines and requests for information, but we never received a written response or any of the information we requested. In addition, throughout this year, we have reached out for information on quarterly expenditures and have not received any response. Thus we are missing quarterly reporting from Q4 of FY24 and confirmation that FY24 has been financially closed. Further, no reports regarding expenditures for Q1 of FY25 – which were due November 15<sup>th</sup> 2024 – have been provided. I would note that per our India Basin grant agreement, Exhibit A, Sec 6: *"Quarterly reports will be due to the Budget Committee within 45 days of the close of each calendar quarter summarizing all expenditures."*
2. **REPORTING – Annual Support:** As of this writing, RPD has not received final reports for Q2 or Q3 of FY24 and has not received any reports for Q4 of FY24 or Q1 of FY25. My team has made regular repeated requests for information and for quarterly reports. Several requests to meet to go over these reports have gone unanswered, so the reports remain unreconciled, and my staff has resorted to posting unreconciled report to the Recreation and Park Commission. As noted in my October 16th letter, Sec 3.5 of our grant agreement *requires SFPA to provide RPD with reports each quarter within 45 days of the close of the quarter.*
3. **REPORTING – Let'sPlaySF!:** In my June 19<sup>th</sup> letter I asked you to work diligently with my team to confirm invoices paid and balances held for this initiative. I know that some progress was made in a July 2 meeting and subsequent communications. In the wake of that meeting, RPD reached out with a detailed set of follow-up questions (attached to this email) to address reconciliation of these accounts, and to date we have not received any reply on the questions of why RPD and SFPA are hold different numbers on total grant expenses for these projects. We ask that you please respond to the query and also summarize for us what the balances are of the approximately \$11.4 million raised for Let'sPlaySF!
4. **PAYMENTS – General Check Requests:** We continue to be concerned about the very long turnaround for payment of vendors providing services to RPD as in-kind grants from the Parks Alliance. As an example, Michelle



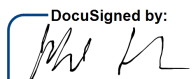
Delmage, a member of my finance and accounting team, reached out twice in May and twice in June with requests for confirmation of receipt and an update on the status for five check requests. I am told she received no reply to all four emails. After sending an email in late July she received confirmation of receipt and that one had been paid. Since then, communication has improved but as of the end of last year, payment to vendors continues to uncomfortably lag.

5. **PAYMENTS – Friends Groups:** We continue to be concerned about payment issues with fiscally sponsored groups. Specific examples are the Friends of Dolores Park and the Friends of Allyn Park. On December 17<sup>th</sup>, after months of back-and-forth RPD sent requests for updates on both projects, which had been pending for months. The January 10<sup>th</sup> email included a request for guidance on any paperwork needed by SFPA to release the funds. Neither of these emails received a response. More specifically on these two projects:

- **Allyn Park:** Funds were raised as of September, and while RPD staff did miss an email requesting an invoice, in the subsequent follow ups on how to release the funds, however, SFPA staff said email exchanges would be sufficient to release the funds and there was no further formal guidance. In the interest of moving the project an invoice was sent on January 10. An award letter was received on January 23<sup>rd</sup> but we remain concerned that it took about four months to release this relatively small grant of about \$3,500.
- **Dolores Park Playground Projects:** On October 15<sup>th</sup> Friends of Dolores Park leader Nancy Madynski emailed SFPA and RPD staff approving a plan to use the \$49,000 remaining in their account to reimburse RPD operations staff for trash receptacles and replenishing playground sand, to address lighting issues, replace a water fountain, and paint the playground's bridge. I am told my staff made repeated requests to SFPA to understand the timing of the release of these funds or next steps required. On January 15 RPD staff asked SFPA staff if an invoice was needed and SFPA staff replied that "Yes, invoices for these would be great." We sent an invoice today (January 23<sup>rd</sup>) request that you provide an update on when funds would be transferred.
- **Process:** As noted above the January 10<sup>th</sup> email had a request for guidance on any requirements that the SFPA has to release funds so that we have clear direction and can appropriately steward large and small fiscally sponsored groups that raise funds to support their parks. We will certainly do whatever you need to help us all move these projects forward.

Thanks for your urgent attention to these issues. We look forward to your timely response and follow through.

Respectfully,

DocuSigned by:  
  
 AF27F6596709494...  
 Phil Ginsburg

Cc Lisa Bransten, Director of Partnerships  
 Antonio Guerra, Director of Finance and Administration,  
 Alex Chang, Capital Finance Manager/India Basin Finance Manager  
 Michelle Delmage, Finance and Accounting Manager



Daniel Lurie, Mayor

Kat Anderson, Commission President  
Philip A. Ginsburg, General Manager

April 30, 2025

Robert Ogilvie  
Chief Executive Officer  
San Francisco Parks Alliance  
166 Geary St. Ste. 1500 #2362  
San Francisco, CA 94108

Louise Mozingo  
Board Chair  
San Francisco Parks Alliance  
166 Geary St. Ste. 1500 #2362  
San Francisco, CA 94108

Dear Robert and Louise,

Over many years, the Recreation and Park Department has worked closely with the San Francisco Parks Alliance on important projects that have delivered transformative new public spaces including the Lisa and Douglas Goldman Tennis Center and renovated playgrounds across the City.

In recent months, we have grown concerned about SFPA's failure to comply with financial reporting requirements in several of its agreements with the Department, including our overarching MOU, and project level grant agreements for India Basin and the Commemorative Bench Program. Previous SFPA leadership explained that delays were due to transitions of its financial systems and finance and accounting staff. As delays continued, my staff worked with counterparts at SFPA to seek out the required financial reports, but these requests had to be escalated to me and formalized in letters to the previous CEO dated June 19, 2024; October 16, 2024; and January 24, 2025 (attached).

Thank you for recently providing financial information for India Basin, which we are currently reviewing. We still require comprehensive and detailed ledger reports showing all revenues and expenses for Let'sPlaySF!, India Basin and the Commemorative Bench Program, so that our teams can reconcile these reports.

What we did not understand, and are only now learning, is that SFPA is also out of compliance with how these funds were required to be held. It appears SFPA has taken private donations that were designated for specific projects or programmatic purposes ("Restricted Funds") and used them to cover SFPA's own operational expenses. We are particularly concerned about SFPA's use of Restricted Funds received for India Basin, Let'sPlaySF! and the Commemorative Bench Program. We are troubled that invoices from vendors on these and other partnership projects are overdue, and that requests by SFPA fiscally sponsored volunteer park groups to use funds have not been honored.





In light of these serious issues, the Department will be pausing its work with SFPA, except in cases where SFPA holds a contract related to a construction project in process, until the following conditions are met:

- 1) *SFPA must provide general ledger reports showing all revenues and expenses for India Basin and Let'sPlaySF! since inception of these partnerships. SFPA must also provide general ledger reports for the Commemorative Bench program since 2019, when the Recreation and Park Commission revised its Commemorative Bench Policy. Please provide this information no later than May 30, 2025.*
- 2) *SFPA must make the Department whole on all funds held by SFPA in all accounts intended for RPD projects and programs.*
- 3) *SFPA must provide verification and validation that, going forward, all Restricted Funds will be segregated into restricted accounts and unavailable for use in covering any expense for which the funds were not specifically directed.*

To effectuate this pause, until all the above conditions are met, the Department (a) will not be entering into new grant agreements with SFPA; (b) will be suspending the Commemorative Bench Program; and (c) requests that SFPA step back from its governance role on the India Basin project.

We realize new leadership at SFPA did not create these financial concerns, and we trust SFPA's Board will do everything it can to rectify matters as quickly as possible. SFPA has been an important partner and advocate for San Francisco parks, and we hope and expect it will regain its financial stability and discipline as soon as possible.

Sincerely,



Phil Ginsburg, General Manager  
San Francisco Recreation and Parks

cc: Greg Wagner, Controller  
Alicia Jean-Baptiste, Policy Chief, Office of Mayor Lurie  
Manu Pradhan, Deputy City Attorney  
Kat Anderson, President, San Francisco Recreation and Park Commission  
Lisa Bransten, Director of Partnerships