

File No. 231253

Committee Item No. 11

Board Item No. 20

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date November 29, 2023

Board of Supervisors Meeting Date December 5, 2023

#### Cmte Board

- |                                     |                                     |  |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/>            | <input type="checkbox"/>            | Motion                                       |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution                                   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Ordinance                                    |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Legislative Digest                           |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Budget and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Youth Commission Report                      |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Introduction Form                            |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/>            | <input type="checkbox"/>            | MOU  |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Information Form                       |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Grant Budget                                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Subcontract Budget                           |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Contract/Agreement                           |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Form 126 – Ethics Commission                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Award Letter                                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Application                                  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Public Correspondence                        |

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

- |                                     |                                     |  |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Draft Funds Establishment Agreement</u>   |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Draft Related Agreement</u>               |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>RPC Resolution No. 1808-007 8/16/2018</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>RPC Resolution No. 2309-014 9/21/2023</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Board Resolution No. 242-19 5/24/2019</u> |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <u>REC Presentation 11/29/2023</u>           |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <u> </u>                                     |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <u> </u>                                     |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <u> </u>                                     |

Completed by: Brent Jalipa Date November 21, 2023

Completed by: Brent Jalipa Date December 1, 2023

1 [Behested Payment Waiver - India Basin Waterfront Park]

2  
3 **Resolution authorizing the Mayor, officers and employees of the Office of the Mayor,**  
4 **and officers and employees of the Recreation and Park Department to solicit donations**  
5 **for the India Basin Waterfront Park Initiative from nonprofits, private organizations,**  
6 **grantmakers, and foundations for six months from the effective date of this Resolution,**  
7 **notwithstanding the Behested Payment Ordinance.**

8  
9 WHEREAS, The Bayview-Hunters Point community is a historically underserved  
10 community that has experience with a concentration of polluting industries and has lacked the  
11 civic investment and inspiring greenspaces found elsewhere in San Francisco; and

12 WHEREAS, Community members have long advocated for improvements to and  
13 expansion of the existing India Basin Shoreline Park, located at 950 Galvez Avenue (at  
14 Hunters Point Boulevard and Hawes Street) as a way to correct previous disinvestment and  
15 ensure residents have access to the physical health, mental health, and community benefits  
16 that come from world class parks; and

17 WHEREAS, This advocacy moved closer to reality when the Recreation and Park  
18 Department (RPD) acquired the 900 Innes property adjacent to the south side of the Park in  
19 2014, with the goal of cleaning the formerly industrial site and connecting it to the existing  
20 Park and waterfront spaces; and

21 WHEREAS, A concept design was approved by the Recreation and Park Commission  
22 on August 16, 2018, under Resolution No. 1808-007, for a project to combine the existing  
23 India Basin Shoreline Park and 900 Innes property into one 10-acre India Basin Waterfront  
24 Park (IBWP); and

25

1           WHEREAS, The India Basin Waterfront Park Initiative (the Initiative) is a multi-pronged  
2 \$200 million public-private partnership in which RPD is working in close partnership with the  
3 Bayview-Hunters Point community, the Trust for Public Land, the San Francisco Parks  
4 Alliance, and the A. Philip Randolph Institute (collectively, the Partners) to build IBWP in one  
5 of the City's most historically underserved neighborhoods; and

6           WHEREAS, In addition to building IBWP, the Initiative will also enable RPD and the  
7 Partners to ensure the benefits of the project accrue to the existing neighborhood through  
8 projects and programs undertaken by Initiative Partners and other community-serving  
9 nonprofits consistent with the India Basin Equitable Development Plan (EDP); and

10           WHEREAS, On May 14, 2019, The Board of Supervisors authorized RPD to accept  
11 and expend a grant for the Initiative in the amount of \$25,000,000 from the John Pritzker  
12 Family Fund, under Resolution No. 242-19; and

13           WHEREAS, RPD has secured public grants to date totaling approximately  
14 \$123,000,000 including \$29,000,000 from the 2020 Health and Recovery Bond; and

15           WHEREAS, Additional funding is required to support the \$200,000,000 Initiative,  
16 including at least \$15,000,000 that is needed for EDP implementation; and

17           WHEREAS, The Partners have agreed to privately fundraise approximately  
18 \$55,000,000 in order to complete construction and implement the EDP; and

19           WHEREAS, RPD and the Office of the Mayor partner with numerous nonprofit  
20 organizations, private entities, grantmakers and foundations, often through contracts or  
21 permits; and

22           WHEREAS, RPD, the Recreation and Park Commission, the Mayor and the Office of  
23 the Mayor seek a waiver of the City's Behested Payment Ordinance (Campaign and  
24 Governmental Conduct Code, Section 3.600 et seq.) to the extent it prohibits solicitations of  
25

1 financial support for the Initiative from persons or entities who would qualify as interested  
2 parties under the Behested Payments Ordinance; now, therefore, be it

3 RESOLVED, That under Section 3.620(f) of the Campaign and Governmental Conduct  
4 Code, the Board of Supervisors hereby waives application of the Behested Payment  
5 Ordinance for six months from the effective date of this Resolution to fundraising from  
6 nonprofits, private organizations, grantmakers and foundations to support the Initiative; and be  
7 it

8 FURTHER RESOLVED, That granting this waiver under Section 3.620(f) serves the  
9 public interest by bringing private funding into an underserved neighborhood to support an  
10 Initiative long advocated for by the community and executed in partnership with neighborhood  
11 residents; and be it

12 FURTHER RESOLVED, That granting this waiver under Section 3.620(f) does not  
13 create an appearance of impropriety.

14

15 Recommended:

16

17 \_\_\_\_\_ /s/

18 Phil Ginsburg,  
19 General Manager, Recreation and Park Department

20

21 Approved:

22

23

24 \_\_\_\_\_ /s/

25 Mayor

\_\_\_\_\_ /s/

Controller



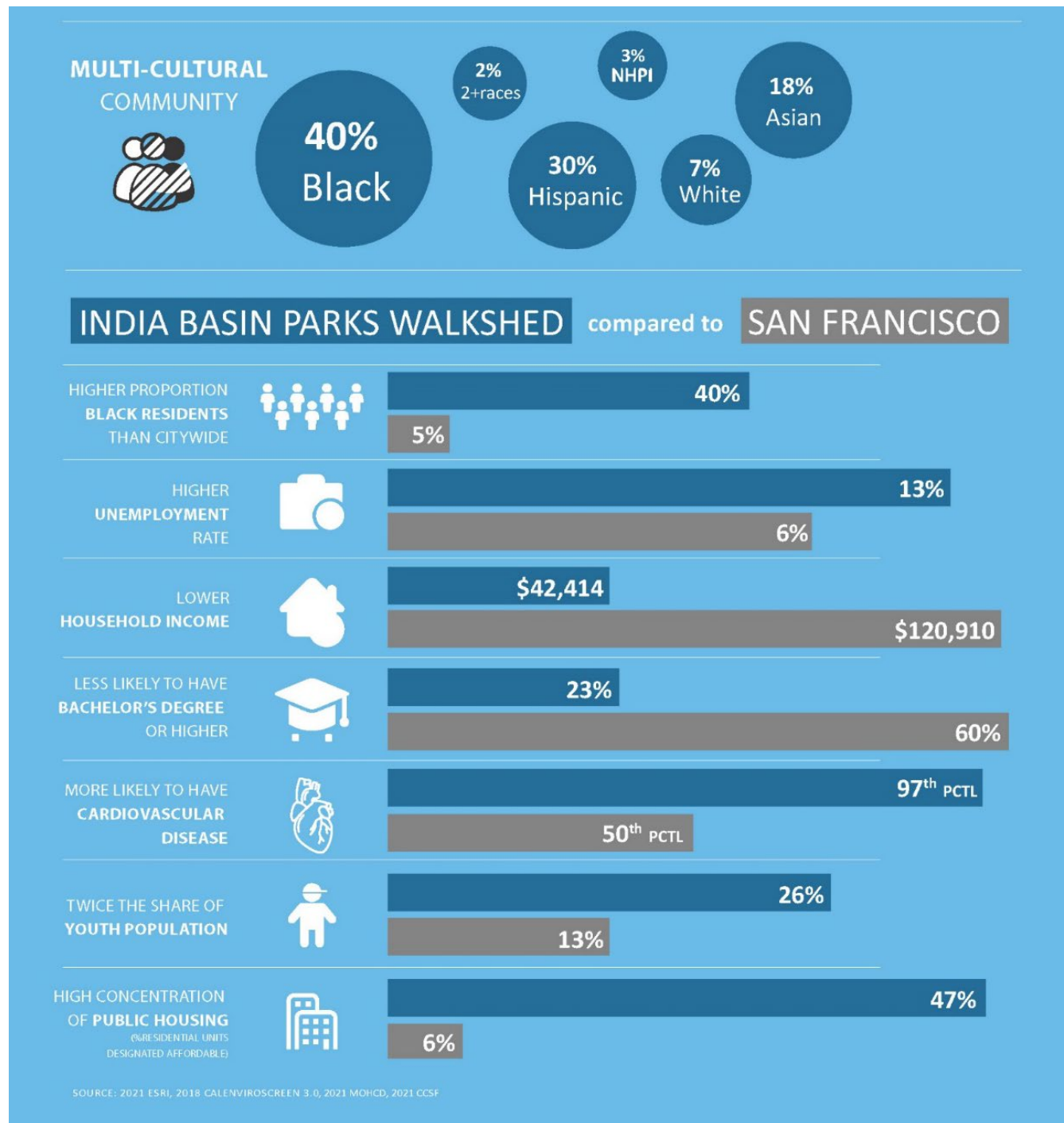
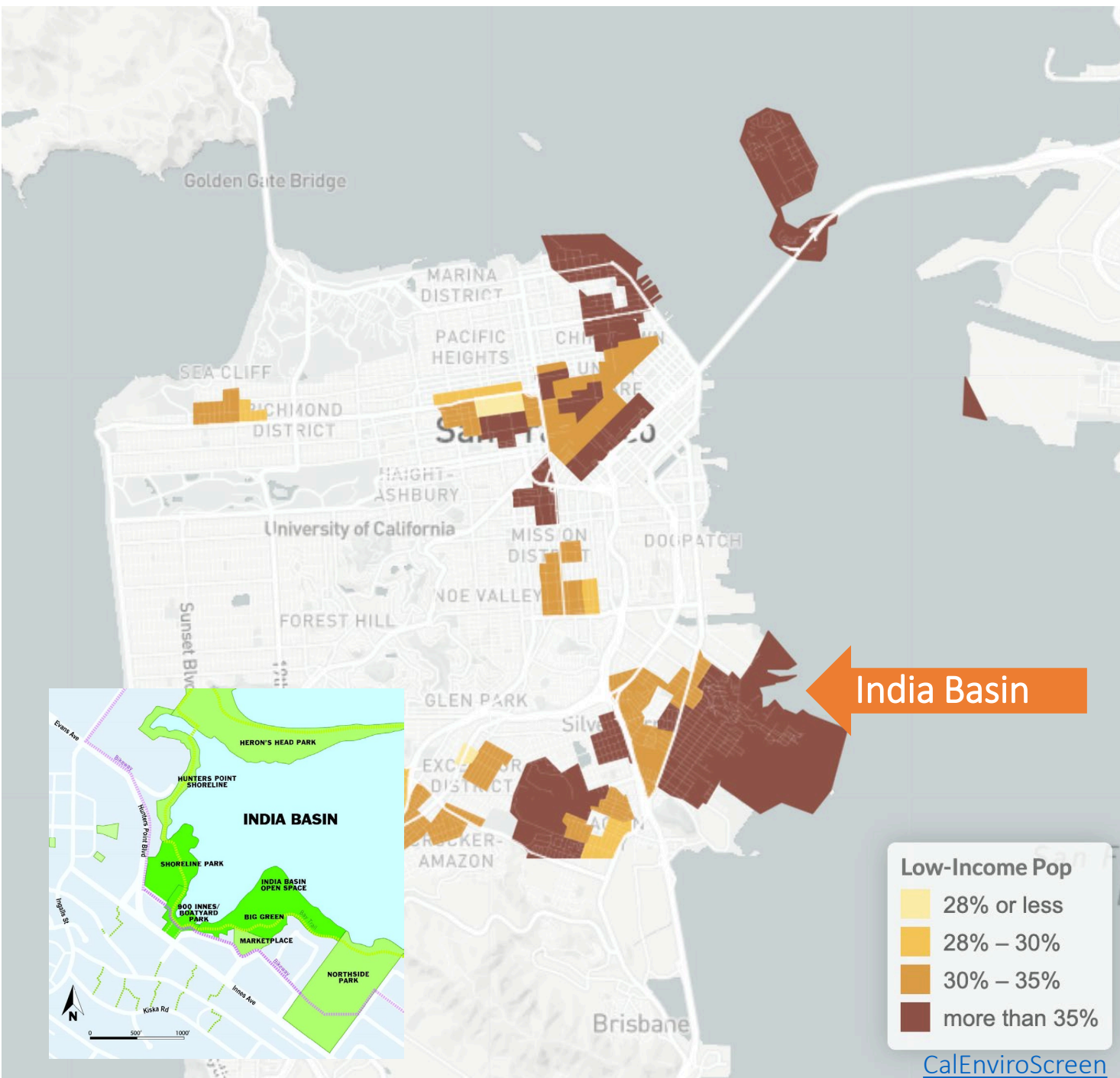
# INDIA BASIN WATERFRONT PARK INITIATIVE

Presentation to Board of Supervisors: Budget and Finance Committee

November 29, 2023



# India Basin Community Profile



# India Basin Construction Project



ENVISIONED  
SOUTH SECTION



ENVISIONED  
NORTH SECTION

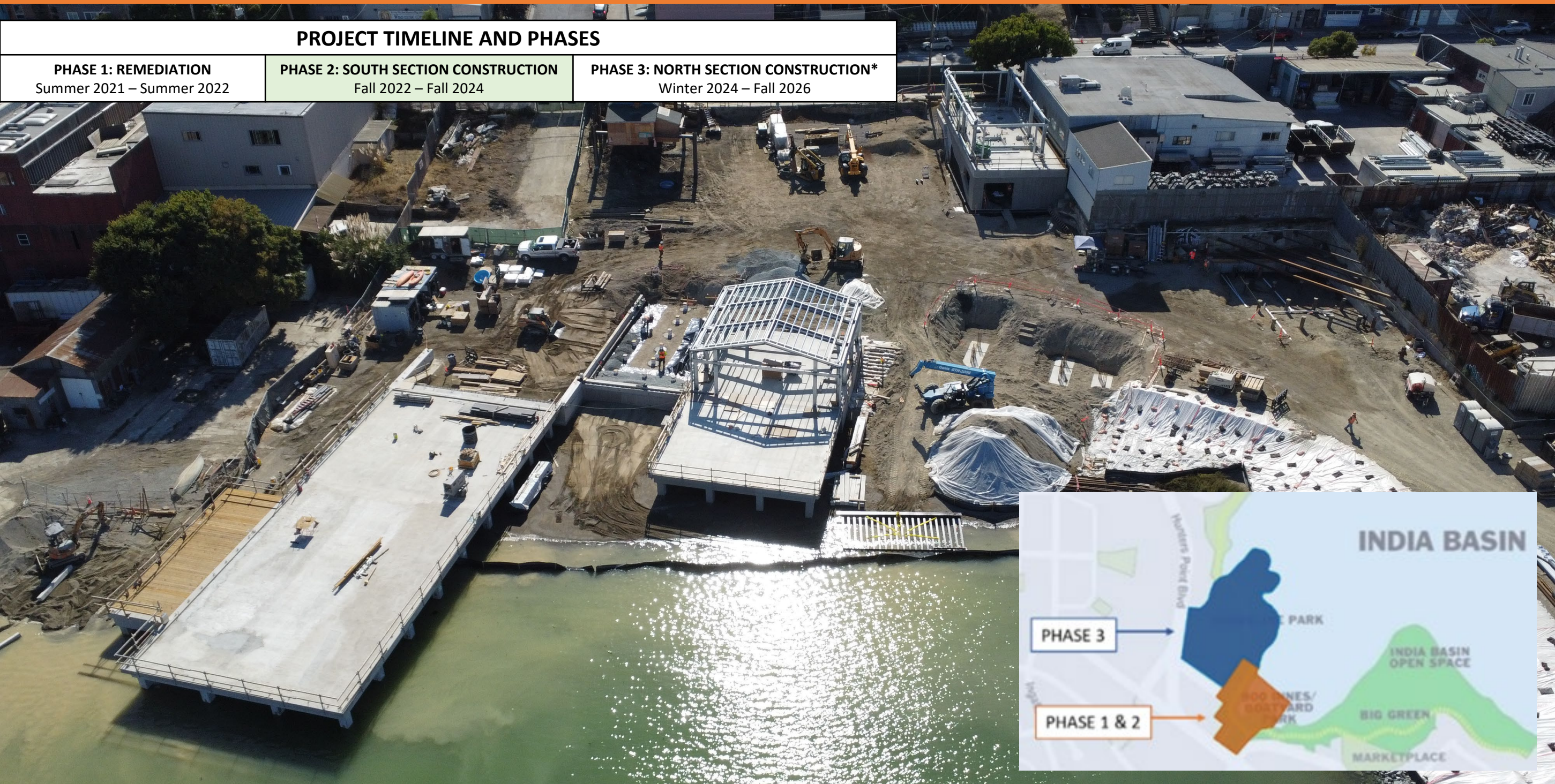
# India Basin Construction Update

## PROJECT TIMELINE AND PHASES

**PHASE 1: REMEDIATION**  
Summer 2021 – Summer 2022

**PHASE 2: SOUTH SECTION CONSTRUCTION**  
Fall 2022 – Fall 2024

**PHASE 3: NORTH SECTION CONSTRUCTION\***  
Winter 2024 – Fall 2026





# Equitable Development Plan Areas of Focus



**ARTS, CULTURE  
& IDENTITY**



**WORKFORCE &  
BUSINESS  
DEVELOPMENT**



**CONNECTIVITY,  
TRANSIT,  
ACCESS & SAFETY**



**HEALTHY  
COMMUNITIES  
& ECOLOGY**



**YOUTH  
OPPORTUNITIES**



**HOUSING  
SECURITY**

# Equitable Development Plan (EDP) Progress



# Equitable Development Plan (EDP) Progress



# INVESTING IN BAYVIEW-HUNTERS POINT

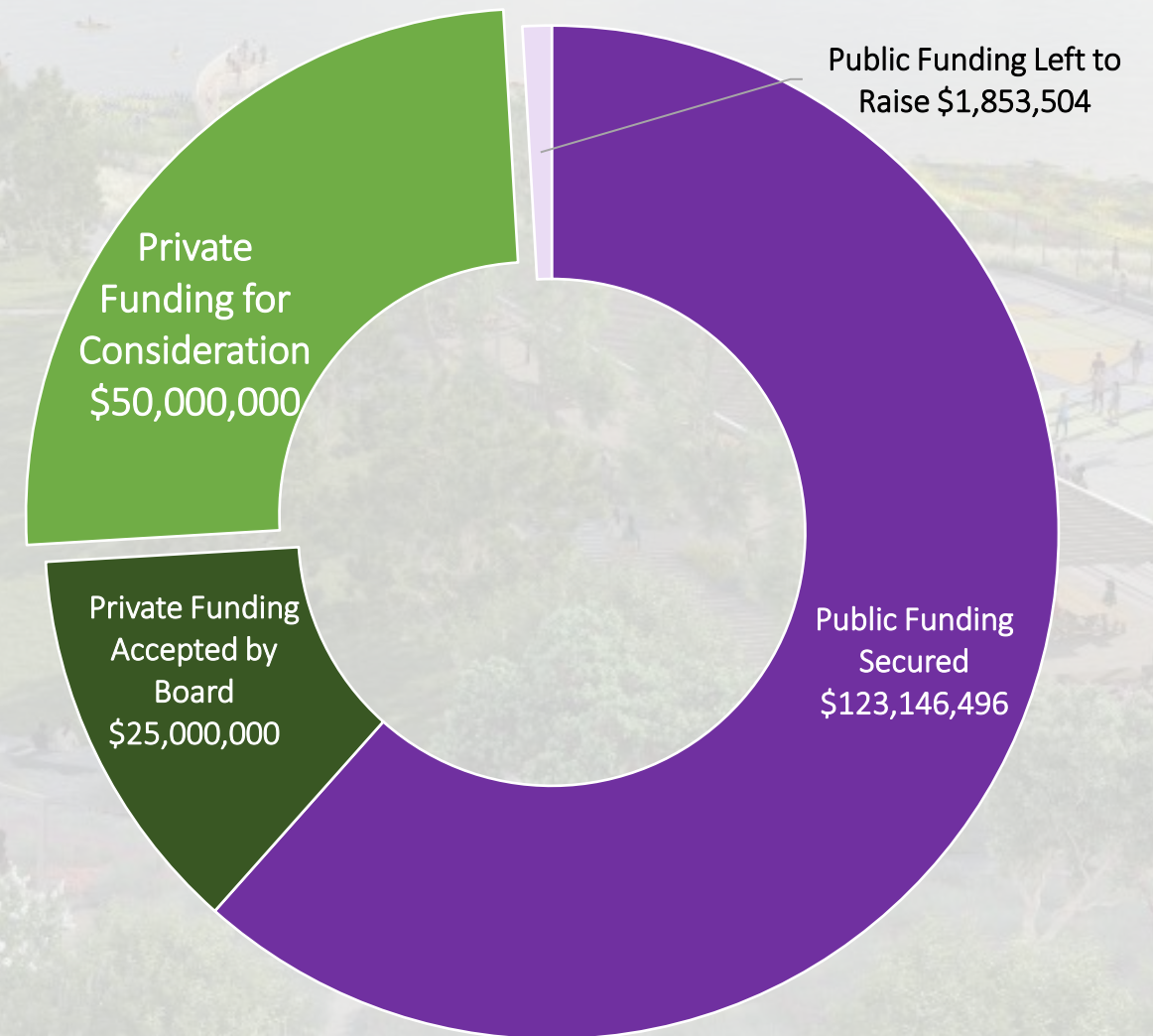
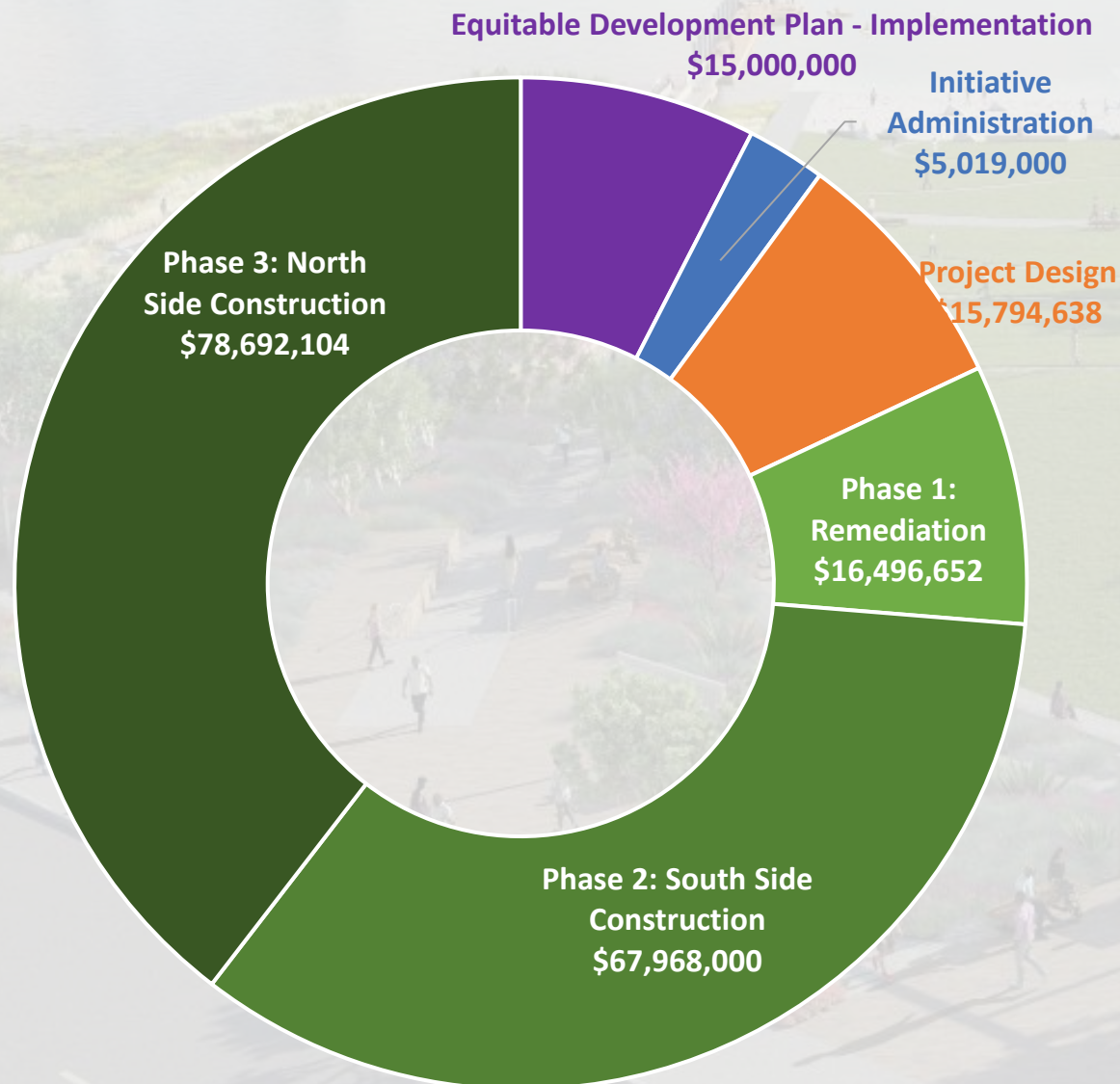
Projected Budget \$198,970,394

Funding Status: \$183,929,437

Public Funding: \$123,146,496

Private Funding Accepted by BOS: \$25,000,000

Private Funding For Approval \$50,000,000





Our mission is to mobilize resources and act as a catalyst for change to build strong communities, foster civic leadership, and promote philanthropy in the San Francisco Bay Area.

# GRANTS PACKAGE – San Francisco Foundation Agreement

## **Comprehensive Agreement for approximately \$50 million**

- Establishes Two Funds
  - Project Fund: To support construction
  - Equitable Development Plan Fund: To support EDP
- Requires compliance with city disclosure, record-keeping and auditing requirements
- Codifies Initiative Roles and Responsibilities

# GRANTS PACKAGE - INITIATIVE STRUCTURE

## Executive Team



Project Delivery

EDP

Activation

Budget

Communication

# GRANTS PACKAGE – RELATED AGREEMENTS

Each Partner Agrees to comply with terms of Overarching Agreement including

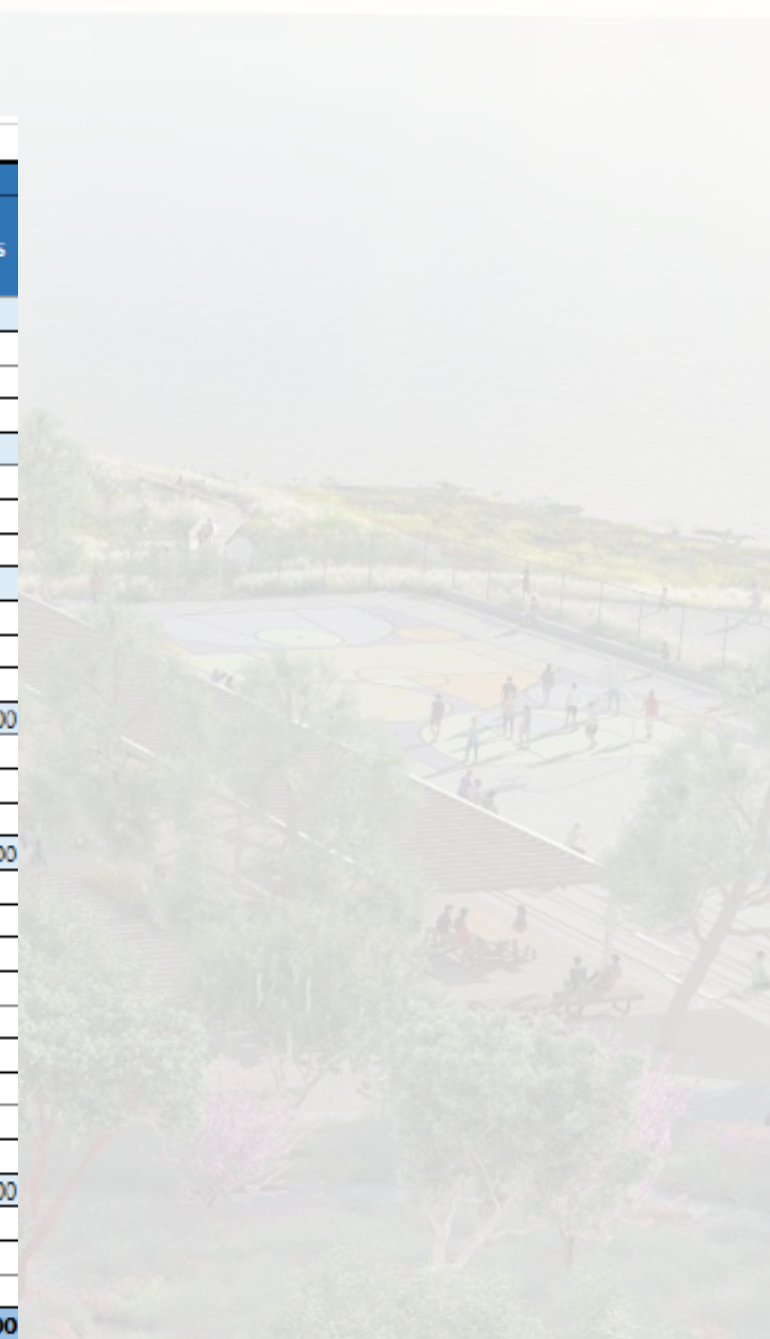
- Initiative Structure
- Roles and Responsibilities
- Record-keeping, auditing and disclosure
- Accounts for possible additional donations from Partners



# GRANTS PACKAGE – San Francisco Foundation Agreement Budget

## Exhibit B Sets General Budget for Initiative

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	\$15,794,688							
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				\$3,605,394	\$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>



# BEHESTED PAYMENTS WAIVER

- Serves the public interest by bringing funding to an underserved neighborhood
- Allows continued of campaign momentum
- Allows City staff to more easily support non-profits and community members
- Allays concerns of some donors
- Initiative transparency ensures no appearance of impropriety





**THANK YOU and QUESTIONS**



### Grant Information Form

File Number: 231170 (Provided by Clerk of Board of Supervisors)

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

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

1. Grant Title: India Basin Waterfront Park
2. Department: Recreation and Park Department
3. Contact Person: Lisa Bransten, Director of Partnerships, Telephone: (415) 831-3696

4. Grant Approval Status (check one):

Approved by funding agency                       Not yet approved

5. Amount of Grant Funding Applied for: \$55,000,000

6a. Matching Funds Required: No.

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

7a. Grant Source Agency: San Francisco Foundation, Trust for Public Land, San Francisco Parks Alliance, A. Philip Randolph Institute

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

8. Proposed Grant Project Summary:

For the construction of the India Basin Waterfront Park Initiative and to implement the Equitable Development Plan in the Bayview Hunters Point Community.

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

Start-Date: November 2023                      End-Date: December 2026

10. Number of new positions created and funded: 0

11. If new positions are created, explain the disposition of employees once the grant ends? N/A

12a. Amount of Grant budgeted for contractual services: \$0

b. Will contractual services be put out to bid?

c. If so, will contract services help to further the goals of the department's DBE requirements?

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

13a. Does the Grant budget include indirect costs?  Yes  No

b1. If yes, how much?

b2. How was the amount calculated?

c. If no, why are indirect costs not included? in-kind grant

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

Other (please explain):

14. Any other significant grant requirements or comments: No

**\*\*Disability Access Checklist\*\***

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

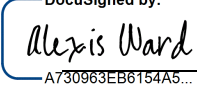
- Existing Site(s)  Existing Structure(s)
- Existing Program(s) or Service(s)  Rehabilitated Site(s)
- Rehabilitated Structure(s)  New Program(s) or Service(s)
- New Site(s)  New Structure(s)

16. The departmental Inclusion Services Coordinator has reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

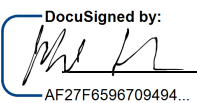
RPD will provide reasonable accommodation to children with disabilities to participate in our programs. Special needs children applying for accommodation should provide their IEP report, which includes the stated accommodation(s) to be provided.

Children with disabilities should have specific written accommodation in their Individualized Education Program (IEP). A child's IEP report will qualify the child to receive inclusion services corresponding to the appropriate benefit level through the San Francisco Unified School District (SFUSD) in collaboration with the San Francisco Recreation and Park Department (RPD).

ADA Coordinator for Programmatic Access: Alexis Ward, ADA Coordinator for Capital Projects

(Signature/Date)  10/4/2023  
A730963EB6154A5...

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

(Signature/Date)  10/4/2023  
AF27F6596709494...

**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 \_\_\_\_\_ by resolution number(s) \_\_\_\_\_, 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>
pdoherty@sff.org
(415) 733-8521

**Partners:**

Trust for Public Land	A. Phillip Randolph Institute	San Francisco Parks Alliance

**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.

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

\_\_\_\_\_  
Sonja Velez, Chief Financial Officer Date  
San Francisco Foundation

\_\_\_\_\_  
Phil Ginsburg, General Manager Date  
Recreation and Park Department

APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY

By: \_\_\_\_\_  
Manu Pradhan  
Deputy City Attorney

\_\_\_\_\_  
Guillermo Rodriguez, CA State Director Date  
Trust for Public Land

\_\_\_\_\_  
Drew Becher, Chief Exec. Officer Date  
San Francisco Parks Alliance

\_\_\_\_\_  
Jackie Flin, Executive Director Date  
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

Initiative, as set forth in the Budget which may be updated from time to time. The parties shall also comply with the financial disclosure and recordkeeping requirements reflected in the Grant Agreement and the Related Agreements. Partners shall endeavour to direct all Initiative funding to the Grantor, but can accept funding directly with the agreement of the Executive Team.

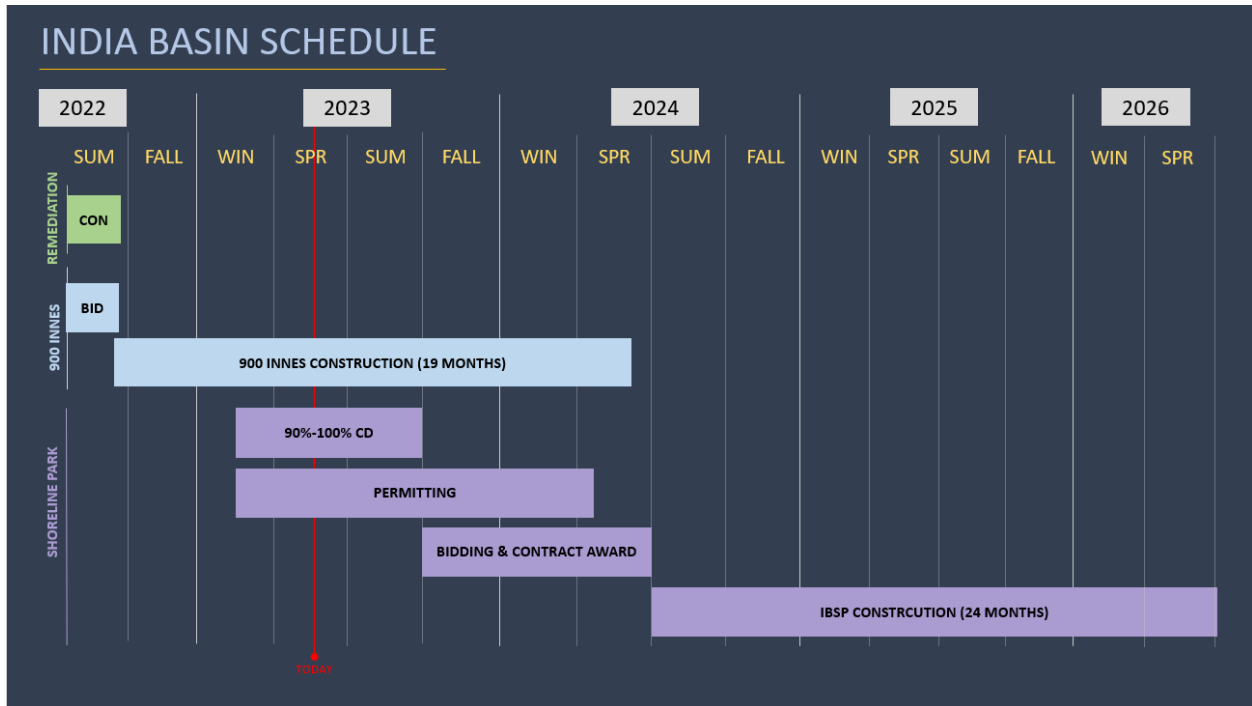
- b. **Reporting to Third Party Contributors.** RPD shall maintain a master calendar of reporting schedules for all private funds contributed to any of the Parties for the Initiative. RPD will assume the lead role in submitting reports for grants deposited with SFF; provided, however, that the Partners recognize the need for timely reporting and agree to provide RPD necessary information when requested within two weeks. To the extent any Partner obtains a grant for the Initiative that was not deposited with SFF, that Partner shall be responsible for its own grant reporting with the provision that any Partner implementing Initiative scope with the funding shall provide necessary reporting information to the Partner in a timely way.
  - c. **Donor Recognition.** RPD/the Partners may develop a donor recognition plan for the Initiative. The plan shall be consistent with the Recreation and Park Commission Donor Recognition policies. The plan shall be reviewed and approved by RPD staff, and RPD staff shall present the agreed upon donor recognition plan to the Recreation and Park Commission for approval.
- 7) **Workplan.** Each Partner shall develop an annual workplan and budget for their work on the Initiative. The workplans will contain milestones and specific measurable deliverables for the upcoming fiscal year, and shall be submitted for approval to the appropriate project committee (as directed by the Executive Team) by March of each year, to the Budget Committee by April, and to the Executive Team by May. Following approval of an annual workplan, the Executive Team will review the workplans on a quarterly basis and may make adjustments to project budgets if the Partners are not on track to meet assigned project goals.
- 8) **Communication.** RPD shall lead communications efforts for the Initiative to ensure that all related public messaging and branding are uniform and consistent between project partners. All public-facing Initiative communications, including but not limited to media relations, press events, collateral, flyers, videos, presentations, banners and more, must be run through RPD and its processes. The aim is to ensure Initiative events, construction milestones, programming, EDP efforts, opportunities for feedback and more are effectively communicated to community members, stakeholders, and the public. To facilitate the performance of this Section, the Parties have each designated spokesperson(s) listed in the Funds Establishment Agreement under “Contacts/Notices.”

**EXHIBIT B  
SAN FRANCISCO FOUNDATION GRANT BUDGET**

		San Francisco Foundation Directed Funds				
India Basin Waterfront Park Initiative	Initiative Totals	TPL	SFPA	APRI/ Community Nonprofits	RPD	SFF Totals
Project Design	\$14,000,000					
GGN: Design Services	\$10,121,134					
GGN: Design Contingency	\$2,125,547					
TPL: Staff Time	\$1,753,319					
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	\$71,588,000					
Construction	\$54,300,000					
Soft Costs	\$6,428,000					
Construction Contingency	\$10,860,000					
Phase III: India Basin Shoreline Park Constructi	\$77,667,642				\$34,215,583	\$34,215,583
Construction	\$60,000,000					
Soft Costs	\$6,692,104					
Construction Contingency	\$12,000,000					
Equitable Development Plan	\$15,000,000		\$4,006,165	\$6,295,402	\$1,144,619	\$11,446,186
Arts, Culture & Identity	\$5,000,000					
Workforce and Business Development	\$4,000,000					
Connectivity, Transit, Access and Safety	\$1,000,000					
Healthy Communities & Ecology	\$2,000,000					
Youth Opportunities	\$2,000,000					
Housing Security	\$1,000,000					
Project Administration and Fundraising	\$5,019,000	\$223,406	\$4,000,000		\$114,825	\$4,338,231
Communications	\$319,000					
Fundraising Costs	\$4,000,000					
Project Admin Contingency	\$700,000					
<b>TOTAL</b>	<b>\$199,771,294</b>	<b>\$223,406</b>	<b>\$8,006,165</b>	<b>\$6,295,402</b>	<b>\$35,475,027</b>	<b>\$50,000,000</b>



## EXHIBIT C INITIATIVE SCHEDULE



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



## 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"):

\_\_\_\_\_

### 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)\*:

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

## 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:			
<b>General Communication Preferences:</b>			
- Preferred method of communication			(Email, Phone, Text)
<b>Grant Communication Preferences:</b>			
- 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

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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

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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

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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](mailto: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.



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

This Related Agreement is entered into by and between [PARTNER], 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, [PARTNER] is a nonprofit organization that [PARTNER Mission Statement]; and

WHEREAS, The Parties to this Agreement are signatories to a Funds Establishment 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 (the “EDP”) to the construction and activation of the park (collectively, the “Initiative”) 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 in March 2019, [PARTNER] and RPD signed an agreement for in-kind project management, community outreach, planning and design services for India Basin parks with funding from the \$25 million philanthropic gift referenced above.

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 as **Exhibit A**).

WHEREAS, this collaboration will be funded by the Grant, supplemented by approximately \$\_\_\_\_\_ million in additional funding that [the Partner] intends to contribute directly to the Initiative (“the [PARTNER] Contribution”) as cash or in-kind grants.

WHEREAS, On \_\_\_\_\_ by resolution number \_\_\_\_\_, the Recreation and Park Commission recommended that the Board of Supervisors authorize RPD to accept and expend the Grant and the [PARTNER] Contribution, and to enter into this Related Agreement; and

WHEREAS, On \_\_\_\_\_ by resolution number(s) \_\_\_\_\_, 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 [PARTNER] 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 [PARTNER] and approved by the Executive Team, of the Partner 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. Partner has agreed not to charge the Initiative for fundraising staff time as the work aligns with the Mission of the [PARTNER] 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 [Partner] Contribution solely to support the Initiative, through a combination of cash and in-kind grants, consistent with the agreed-upon Budget and Grant Scope (**Exhibit A**), 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.** This section shall govern only new contracts signed after this Related Agreement is signed.

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 B**, 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 C**, 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 C**. 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 slightly 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 D**, 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 XX 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, [PARTNER] 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. [PARTNER] 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:

CITY AND COUNTY OF SAN FRANCISCO  By: _____ Philip A. Ginsburg, General Manager Recreation and Park Department	[PARTNER]  By: _____ [PARTNER]
--	---



DATE: _____	DATE: _____
APPROVED AS TO FORM:  By: _____ Manu Pradhan Deputy City Attorney	

Attachments:

- Exhibit A: Grant Scope
- Exhibit B: Design Professional Terms
- Exhibit C: Contractor Terms
- Exhibit D: Partner Insurance

DRAFT

**EXHIBIT A: GRANT SCOPE**

DRAFT

**EXHIBIT B  
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.

DRAFT

**EXHIBIT C  
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).

DRAFT

**EXHIBIT D**  
**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.

DRAFT

**RECREATION AND PARK COMMISSION**  
**City and County of San Francisco**  
**Resolution No. 1808-007**


**INDIA BASIN PARK CONCEPT PLAN APPROVALS**

**RESOLVED**, That this Commission does adopt CEQA Findings for the India Basin Mixed-Use Project and does approve the Concept Design for 900 Innes/India Basin Shoreline Park.

Adopted by the following vote:

Ayes	6
Noes	0
Absent	1

I hereby certify that the foregoing resolution was adopted at the Recreation and Park Commission meeting held on August 16, 2018.



---

Ashley Summers, Commission Liaison

**RECREATION AND PARK COMMISSION**  
**City and County of San Francisco**  
**Resolution Number 2309-014**

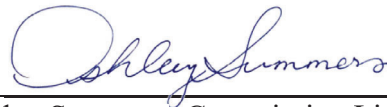
**INDIA BASIN WATERFRONT (INITIATIVE) - ACCEPT AND EXPEND  
AND AGREEMENTS**

**RESOLVED**, This Commission does recommend that the Board of Supervisors (1) authorize the Recreation and Park Department to accept and expend grants totaling approximately \$55 million from the San Francisco Foundation, Trust for Public Land, San Francisco Parks Alliance, and A. Philip Randolph Institute for the India Basin Waterfront Park Initiative (the “Initiative”); and (2) approve a Funds Establishment Agreement with the San Francisco Foundation and Related Agreements with the other parties for the Initiative.

Adopted by the following vote:

Ayes	7
Noes	0
Absent	0

I hereby certify that the foregoing resolution was adopted at the Recreation and Park Commission meeting held on September 21, 2023.



---

Ashley Summers, Commission Liaison

1 [Accept and Expend Grant - John Pritzker Family Fund - India Basin Park Project -  
2 \$25,000,000]

3 **Resolution authorizing the Recreation and Park Department to accept and expend a**  
4 **grant from the John Pritzker Family Fund in the amount of \$25,000,000 payable over**  
5 **five years, to commence following Board approval, for the India Basin Park Project;**  
6 **and approving a grant agreement with the John Pritzker Family Fund pursuant to**  
7 **Charter, Section 9.118(a).**

8  
9 WHEREAS, In 2014, the San Francisco Recreation and Park Department (RPD)  
10 acquired 900 Innes Avenue at India Basin in San Francisco's Bay View Hunters Point (BVHP)  
11 neighborhood; and

12 WHEREAS, RPD also owns and operates India Basin Shoreline Park, located adjacent  
13 to 900 Innes, and collectively these properties comprise the India Basin Park Project (the  
14 "Project"); and

15 WHEREAS, At India Basin, RPD, in partnership with the BVHP community, the Trust  
16 for Public Land (TPL), and the San Francisco Parks Alliance (SFPA), endeavor to build a park  
17 that is both spectacular and crucial to the health of San Francisco's southeast communities,  
18 and to transform 900 Innes from a post-industrial brownfield into a 21st-century legacy park in  
19 a historic waterfront context, with an emphasis on public access, social equity, waterfront  
20 recreation, resiliency to sea level rise, and habitat and wetland restoration and enhancement;  
21 and

22 WHEREAS, The Project will combine the existing India Basin Shoreline Park area and  
23 900 Innes property (the "Properties") into a 10-acre waterfront park development that closes a  
24 critical gap in the San Francisco Bay Trail; and  
25

1           WHEREAS, In Fall 2018, representatives from the John Pritzker Family Fund (JPFF)  
2 visited the Properties and subsequently recommended that RPD submit a request for funding  
3 for the India Basin Park Project the in the amount of \$25,000,000; and

4           WHEREAS, In December 2018, the JPFF approved a \$25,000,000 grant to RPD for  
5 site remediation, interim activation, project design, park construction, and community  
6 engagement and stewardship for the India Basin Park Project (the Grant); and

7           WHEREAS, JPFF will provide the Grant to the City by giving \$12,765,000 to RPD  
8 directly to fund Project remediation and construction, \$11,415,000 to TPL for in-kind  
9 assistance with Project design, and \$820,000 SFPA for in-kind assistance with Project interim  
10 engagement, all pursuant to the terms and conditions of the draft Grant Agreement which is  
11 on file with the Clerk of the Board of Supervisors under File No. 190444 and which is hereby  
12 declared to be part of this resolution as if set forth fully herein; and

13           WHEREAS, On April 21, 2019, the Recreation and Park Commission adopted  
14 Resolution No. 1093-003, recommending that the Board of Supervisors authorize RPD to  
15 execute the Grant Agreement and to accept and expend the Grant; and

16           WHEREAS, The Grant terms prohibit including indirect costs in the grant budget; and

17           WHEREAS, The Grant will not require an amendment to the Annual Salary Ordinance;  
18 now, therefore, be it

19           RESOLVED, That the Board of Supervisors approves the Grant Agreement; and be it

20           FURTHER RESOLVED, That the Board of Supervisors authorizes the RPD General  
21 Manager to enter into any modifications and amendments to the Grant Agreement, including  
22 to any of its exhibits, and authorizes the RPD General Manager to execute further agreements  
23 related to the Project, that the RPD General Manager determines, in consultation with the City  
24 Attorney, are in the best interests of the City and do not materially increase the obligations or  
25 liabilities of the City, are necessary or advisable to effectuate the purposes of the Project or

1 this Resolution, and are in compliance with all applicable laws, including the City's Charter;  
2 and, be it

3 FURTHER RESOLVED, That the Board of Supervisors authorizes RPD to accept and  
4 expend a Grant in the amount of \$25,000,000 for the India Basin Park Project, including the  
5 amounts to be received by RPD directly from JPFF, as well as the amounts that RPD shall  
6 receive from JPFF indirectly through TPL and SFPA, as set forth in the Grant Agreement;  
7 and, be it

8 FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of  
9 indirect costs as part of this Grant budget; and, be it

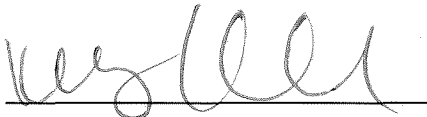
10 FURTHER RESOLVED, That the Board of Supervisors authorizes the RPD General  
11 Manager, and his or her designee, to conduct all negotiations, and execute and submit all  
12 documents, including but not limited to applications, agreements, amendments, payment  
13 requests and so on, that may be necessary for the completion of the Project; and, be it

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


19 Recommended:

20  
21   
22 \_\_\_\_\_

23 General Manager

18 Approved:   
19 \_\_\_\_\_

20 for Mayor

21 Approved:   
22 \_\_\_\_\_

23 for Controller



City and County of San Francisco

Tails  
Resolution

City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4689

File Number: 190444

Date Passed: May 14, 2019

Resolution authorizing the Recreation and Park Department to accept and expend a grant from the John Pritzker Family Fund in the amount of \$25,000,000 payable over five years, to commence following Board approval, for the India Basin Park Project; and approving a grant agreement with the John Pritzker Family Fund pursuant to Charter, Section 9.118(a).

May 08, 2019 Budget and Finance Sub-Committee - RECOMMENDED

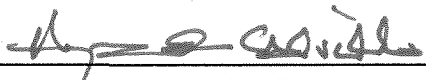
May 14, 2019 Board of Supervisors - ADOPTED

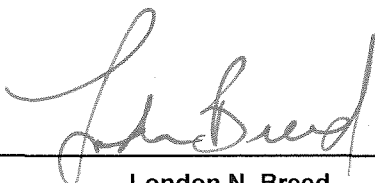
Ayes: 9 - Brown, Fewer, Haney, Mandelman, Mar, Peskin, Safai, Stefani and Yee

Excused: 2 - Ronen and Walton

File No. 190444

I hereby certify that the foregoing  
Resolution was ADOPTED on 5/14/2019 by  
the Board of Supervisors of the City and  
County of San Francisco.

  
Angela Calvillo  
Clerk of the Board

  
London N. Breed  
Mayor

5/24/19  
Date Approved



ROSELYNE CHROMAN SWIG

November 28, 2023

RE: India Basin Waterfront Park – Grants and Waivers

Dear Chairwoman Chan and Supervisors Safai and Mandelman,

I am a co-chair of the Bayview Alliance, which was formed 12 years ago to bring together heads of agencies, organizations, heads of educational groups, etc. and to listen to them, their concerns, the issues concerning the community. We meet monthly both in person and on zoom.....The Bayview Alliance is not a fundraising group, it is an embracing, sharing ideas, listening group all dedicated to improving the Bayview Area...in schooling, commerce and fellowship...and strengthening the connection with the rest of the San Francisco community... The India Basin is such an important, vital, beautiful and caring project and will do so, so much for the people of the Bayview Neighborhood as well as the greater San Francisco population... As one of the co-chairs of the India Basin Fundraising Campaign, I am encouraging you to recognize the very important role that the Park will play and is already playing.

Great cities build great parks in every neighborhood, so it is wonderful that the Recreation and Park Department and its non-profit partners are committed to bringing the best quality open space and recreational facilities to the Bayview. Accepting this second round of private funding for the Initiative is especially important at this moment of economic uncertainty because it allows the city to turn \$125 million in public funding into a \$200 million investment in community infrastructure, services and programming.

The waiver is important because raising \$75 million in private funding is hard and there are potential funders who may personally or through their companies have relations with the city. The waivers will allow Department staff and the Mayor to discuss the project with such funders and the agreements hold the entire Initiative to a very high level of donor transparency.

Please support the agreements and the waiver initiative that has been presented to you and move our city forward...

I thank you and thank you again,



Roselyne Chroman Swig

*with so much great funders /  
for your commitment!  
to our city*

**From:** [Maya Rodgers](#)  
**To:** [Jalipa Brent \(BOS\)](#)  
**Subject:** Letter of Support for India Basin Project  
**Date:** Wednesday, November 29, 2023 12:14:12 AM

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This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Greetings Supervisors, I am writing to express my support for all the India Basin Waterfront park items on the agenda today. The India Basin Waterfront Park project has been a beacon to our Bayview Hunters Point neighbors.

The authorization to expend funds will ensure our ability to continue prioritizing implementation from workforce development to executing the cultural and youth programming that the community outlined in the Equitable Development Plan.

The work we intend to mitigate harm to this community has only begun and we are looking forward to maximizing the impact of this plan and piloting programming for the overall project.

Thank you,

Maya Rodgers

Associate Director of Special Projects, SF Parks Alliance





**Board of Supervisors – Budget and Finance Committee**

To: Chairwoman Connie Chan, [connie.chan@sfgov.org](mailto:connie.chan@sfgov.org)  
Supervisor Ahsha Safai, [ahsha.safai@sfgov.org](mailto:ahsha.safai@sfgov.org)  
Supervisor Rafael Mandelman, [rafael.mandelman@sfgov.org](mailto:rafael.mandelman@sfgov.org)  
Clerk: Brent Jalipa, [brent.jalipa@sfgov.org](mailto:brent.jalipa@sfgov.org)  
cc: Daliah Khoury ([daliah.khoury@sfgov.org](mailto:daliah.khoury@sfgov.org)) and LaMonté Bishop ([lamonte.bishop@sfgov.org](mailto:lamonte.bishop@sfgov.org))

---

**Subject:** India Basin Waterfront Park – Grants and Waivers

Dear Chairwoman Chan and Supervisors Safai and Mandelman,

I am writing to express our support for the package of agreements and waivers regarding the India Basin Waterfront Park Project that is before you on Wednesday, November 29, 2023.

Founded in 1948, the San Francisco Foundation is a public charity dedicated to improving the quality of life in the Bay Area. We mobilize private and public resources, and act as a catalyst for change to build strong communities, foster civic leadership and promote philanthropy. In collaboration with the community, we aim to advance racial equity and economic inclusion so that everyone in our region can thrive.

The India Basin Waterfront Park Project is an important opportunity for the City --and those of us in supporting roles-- to address social, economic and environmental justice issues for the significant and long-underserved neighborhood of Bayview-Hunters Point.

The San Francisco Foundation is proud to join forces with the Recreation and Park Department and serve as a resource for philanthropic aspects of this initiative. To that end, we are committed to the conscientious stewardship of the charitable funds that will be entrusted to us on behalf of this project. ***We hope you will agree to accept these grants and to allow the waivers so this crucial and exciting development effort can reach completion and fulfill its promise to the Bayview-Hunters Point community.***

Sincerely,  
Pamela Doherty  
Senior Director of Gift Planning

Cc: Fred Blackwell, CEO



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

**TO:** Angela Calvillo, Clerk of the Board of Supervisors  
**FROM:** Lisa Bransten, Director of Partnerships  
**DATE:** September 29, 2023  
**SUBJECT:** Accept and Expend Resolution for Subject Grant  
**GRANT TITLE:** India Basin Waterfront Park, \$55,000,000

---

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

- Proposed grant resolution; original signed by Department, Controller
- Grant information form, including disability checklist
- Grant budget: attached
- Grant award letter from funding agency
- Other (Explain): Commission Resolution

**Special Timeline Requirements:** n/a

---

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

Name: Lisa Bransten

Phone: (415) 831-3696

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

Certified copy required Yes

No X

(Note: certified copies have the seal of the City/County affixed and are occasionally required by funding agencies. In most cases ordinary copies without the seal are sufficient).

**From:** [Conine-Nakano, Susanna \(MYR\)](#)  
**To:** [BOS Legislation \(BOS\)](#)  
**Cc:** [Paulino, Tom \(MYR\)](#); [Ng, Beverly \(REC\)](#); [Gee, Natalie \(BOS\)](#)  
**Subject:** Mayor -- Resolution -- India Basin Waterfront Park  
**Date:** Tuesday, November 7, 2023 3:49:59 PM  
**Attachments:** [Mayor -- Resolution -- India Basin Waterfront Park.zip](#)

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Hello Clerks,

Attached for introduction to the Board of Supervisors is a Resolution to 1) authorize the Recreation and Park Department to accept and expend a grant valued at approximately \$55,000,000 from the San Francisco Foundation, Trust for Public Land, San Francisco Parks Alliance, and A. Philip Randolph Institute for the India Basin Waterfront Park Initiative; 2) approve a Funds Establishment Agreement with the San Francisco Foundation and Related Agreements with the other parties; and 3) authorize the solicitation of donations from various private entities and foundations, notwithstanding the Behested Payment Ordinance.

Please note that Supervisor Walton is a co-sponsor of this legislation.

Best,  
Susanna

Susanna Conine-Nakano  
Office of Mayor London N. Breed  
City & County of San Francisco  
1 Dr. Carlton B. Goodlett Place, Room 200  
San Francisco, CA 94102  
415-554-6147