

GRANT ACCEPTANCE AGREEMENT

Between Dogpatch and Northwest Potrero Hill Green Benefit District
and the San Francisco Recreation and Park Department
regarding 22nd Street Trail Steps

This Agreement is entered into by and between (“Grantor”), 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 located at 801 Arkansas Street] in San Francisco, California, commonly known as “Potrero Hill Recreation Center”; and

WHEREAS, RPD is responsible for improvements and maintenance of a certain Unaccepted Right of Way, located just north and adjacent to the Potrero Hill Recreation Center between Connecticut Street and Missouri Street, that includes a footpath in need of repair; and

WHEREAS, The Friends of Potrero Hill Recreation Center, acting through its fiscal sponsor, the Dogpatch and Northwest Potrero Hill Green Benefit District (“Grantor”), wishes to support a project to design and construct trail steps to replace the informal footpath (“the Project”); and

WHEREAS, Grantor proposes to provide RPD a Grant valued at approximately \$ 580,000 , in the form of in-kind grants of 1) design services (a geotechnical report, site survey, detailed construction documents and related assistance during construction and 2) construction services that support the design and construction of the “Project”; and

WHEREAS, While a preliminary design for the Project has been presented to the public (Exhibit A) and the Project has received a Categorical Exemption (Planning Record 2025-001938PRJ), approval of this Agreement shall not constitute approval of this design, which shall require a Minor Encroachment and Sidewalk Improvement Permit from the Department of Public Works; and

WHEREAS, On October 7, 2025 , the Board of Supervisors on recommendation of the Recreation and Park Commission (RPC Resolution No. 2503-005) adopted Board Resolution No. 472-25, authorizing RPD to accept and expend the Grant; and

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

1. Term. This Agreement shall become effective upon full execution and delivery hereof by the Parties. This Agreement shall expire once the Grant has been expended and the Project is complete.

2. Project Overview. The parties agree to collaborate on the Project based on the Budget and Schedule attached as **Exhibit B**. Exhibit B is intended to be preliminary, and the parties may review and update the Budget and Schedule from time to time upon in writing by mutual agreement. No party shall be obligated to make up any funding shortfall, unless expressly agreed to by such party in writing. If any Grant funds remain after the Project is complete, RPD will use those funds for the sole purpose of improving and maintaining the Project, in consultation with Grantor.

3. Sources of Funding.

a. **Public Funding.** 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 Grantor. 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. Grantor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

b. **Grantor's Funding.** By signing this Agreement, Grantor certifies that it has already secured all funds necessary to fund the Grant, and that it will hold such funds in a restricted account solely for the benefit of the Project and in accordance with this Agreement. Grantor's use of such funds may be subject to audit by the City. Additionally, RPD acknowledges that Grantor may retain up to 5 % of any cash contributions as an administrative fee; provided, however, that Grantor must disclose the amount of the administrative fee to all Campaign donors.

4. Grant. Grantor shall disburse the Grant through in-kind grants, consistent with the Budget and the following requirements:

4.1 Cash Grant / Miscellaneous In-Kind Grants. RESERVE

4.2 In-Kind Grants – Professional Services. The In-Kind Grant of professional services from architects, engineers, independent construction management services, inspection and building commissioning services and the like (all collectively, "Consultants") retained by Grantor shall be at no cost to the City. The In-Kind Grants shall include the delivery of conceptual, schematic, and detailed designs, construction documents, and technical specifications ("Project Documents") for the Project and related assistance during construction. Grantor's agreements with the Consultants shall include the terms and conditions listed in **Exhibit C** and shall be approved by RPD prior to any such Consultant commencing work on the Project.

4.3 In-Kind Grant – Project Work. The In-Kind grant of services from contractors retained by Grantor to perform work on the Project ("Contractors") shall be at no cost to the City. Each Contractor's scope of work (the "Scope of Work") shall be subject to advance approval by RPD. Additionally, Grantor shall abide by the terms and conditions listed in **Exhibit D** and

Grantor's agreements with Contractors shall also include these terms and conditions. Contractors shall coordinate with RPD on the start of construction. Before work may begin, Grantor also must certify to RPD that it has in place all funds necessary to complete the approved Scope of Work, and that it will hold those funds in reserve to complete the work and will not spend the funds for any other purpose. Upon such certification, RPD shall issue Contractor a written notice to proceed, which shall constitute the grant of a revocable, personal, unassignable, non-exclusive and non-possessory privilege to the Contractor to enter the area of the Park that RPD has approved for the work ("the Permit Area") for the limited purpose of completing the approved Scope of Work. Without limiting any of its rights hereunder, City may revoke this permission as set forth in this Agreement without any obligation to pay any consideration to Contractor.

5. RPD Responsibilities.

a. Participate in regularly scheduled coordination meetings with Grantor, Consultants, and Contractors as needed;

b. Facilitate community meetings and use social media, postings, printed reports and other methods as appropriate to familiarize and engage the public with the Project;

c. Coordinate 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;

d. Provide for suitable donor recognition for Grantors, subject to approval of the Recreation and Park Commission.

e. Oversee construction of project in coordination with Grantor's designated representative.

f. Maintain accurate accounting records related to its expenditures for the Project, for at least two years after Project completion. Grantor may, at its own expense and on reasonable notice to RPD, review these records.

g. Maintain the Project after its completion, in a good condition and consistent with RPD's prevailing maintenance practices. Improvements shall remain at the Park through the term of this Agreement or for their useful life, in RPD's sole discretion.

6. Indemnification. Each Party ("the Indemnifying Party") shall defend, indemnify, and hold harmless the other Party including that Party's officers, agents and employees (collectively, the "Indemnified Persons") 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 the Indemnifying Party, or loss of or damage to property, resulting directly or indirectly from any activity conducted under this Agreement by the Indemnifying Party including its agents, employees or volunteers, regardless of the negligence of, and regardless of whether liability without fault is imposed or

sought to be imposed on any of the Indemnified Persons, except 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 Indemnified Persons. In the event of concurrent negligence, the liability for any and all Losses shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified. Additionally, each of the Parties shall use commercially reasonable efforts to mitigate their respective Losses.

7. Insurance. Grantor shall maintain at all times during its activities in the Park insurance described in the certificate attached hereto as **Exhibit E**, 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, Grantor 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 Grantor's indemnification obligations under this Agreement or any of grantor's other obligations hereunder.

8. Public Relations. The Parties shall cooperate in good faith on matters of public relations and media responses related to the Project. Any response to an inquiry by a news or community organization to either Party in reference to the Project shall include a recommendation to contact the other Party. Neither Party shall issue a press release in regard to this Agreement without providing prior notice to the other party. To facilitate the performance of this Section, the Parties have each designated spokesperson(s) listed below under "Contacts". Nothing in this Agreement shall prohibit either Party from discussing this Agreement in response to inquiries from the public or the press. At a time and in a format to be determined by the Parties, RPD and Grantor may hold joint public ribbon cutting ceremonies at the completed sites. At any such event, the Parties shall participate on an equal basis. If RPD or Grantor holds any other event solely or largely dedicated to the Project such as a volunteer event, the Parties shall notify the other Party and allow that Party to participate on an equal basis. Materials and collateral for the Project shall be approved by RPD and Grantor.

9. Contacts/Notices

RPD: 501 Stanyan Street, San Francisco, CA 94117

RPD Media and Public Relations	RPD Park Service Area Manager	RPD Partnerships
Sarah Madland	Allison McCarthy	Tamar Barlev
sarah.madland@sfgov.org	Allison.McCarthy@sfgov.org	Tamar.Barlev@sfgov.org
(415) 831-2740	(415) 802-5863	(415) 831-6842

Grantor: Donovan Lacy, Acting Executive Director, Dogpatch & NW Potrero Hill Green Benefit District, 1459 18th Street #369 San Francisco, CA 94107

(415) 851-1570

Donovan@Greenbenefit.org

10. Sunshine Ordinance and Donor Disclosures. Grantor 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, Grantor agrees to disclose information regarding the amounts and sources of funding and donor financial interest information as set forth in Administrative Code Section 67.29-6, 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. To ensure compliance with this requirement and to maximize public transparency, Grantor will not accept anonymous donations from any single source aggregating more than \$100 for the Project.

11. Termination. The parties shall attempt to cooperatively resolve all disputes. Following such efforts, either Party may terminate this Agreement if it provides the other Party written notice of that Party's failure to comply with a material term of this Agreement, including a failure by Grantor's agents or invitees to comply with terms applicable to them under this Agreement, and if the failure is not cured to the complaining Party's reasonable satisfaction within 30 days or such other reasonable timeframe mutually agreed to by the Parties in writing. However, all provisions regarding indemnification and insurance shall survive the expiration/termination of this Agreement.

12. Conflicts of Interest. By executing this Agreement, Grantor certifies that it is not aware of, and shall promptly inform RPD if becomes aware of, a conflict of interest arising out of this Agreement. For example, Grantor 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 Grantor'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.

13. 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. Grantor understands and agrees that RPD is entering into this agreement in its capacity as a property owner, and that nothing herein shall limit Grantor'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 Grantor or any of their respective agents or employees or Contractors. Grantor 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. Grantor shall exercise full control and supervision of its duties and full control and responsibility as to the employment, direction, compensation, and discharge of all persons assisting it in the performance this Agreement. Nothing set forth in this Agreement shall be deemed to render the City a partner in Grantor's business, or a joint venture or member in any joint enterprise with Grantor.

e. **No Third Party Beneficiaries.** Except as expressly provided, nothing contained in this Agreement shall create or justify any claim against the City or Grantor by any third person with respect to the performance of any duties or other projects being undertaken by Grantor 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.

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

h. **Governing Law.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

i. **Good Standing.** Grantor represents that it is in good standing under the laws of the State where it is incorporated. Upon City's request, Grantor shall provide documentation demonstrating its compliance with such legal requirements. Each Party shall provide the other party written notice promptly following any and all changes in circumstances that could reasonably be expected to cause the noticing party to become unable to comply with its obligations under this Agreement.

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

APPROVED:

Signed by:		DocuSigned by:	
	10/28/2025		10/28/2025
791641BBF99A468		AF27F0590709494...	
Donovan Lacy, Acting Executive Director	Date	Phil Ginsburg, General Manager	Date
Dogpatch & NW Potrero Hill Green Benefit District		Recreation and Park Department	

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

DocuSigned by:
By: 
0451C9DD9C264B2...
Deputy City Attorney Manu Pradhan

Attachments:

- Exhibit A: Project Description
- Exhibit B: Preliminary Budget/Schedule
- Exhibit C: Design Professional Terms
- Exhibit D: Contractor Terms
- Exhibit E: Grantor Insurance

EXHIBIT A: PROJECT DESCRIPTION

Friends of Potrero Hill Recreation Center (FoPHRC), which is fiscally sponsored by the Dogpatch & NW Potrero Hill Green Benefits District (GBD) is providing an in-kind grant to the Recreation and Park Department for the design and construction of a set of trail steps -similar to those installed in many parks throughout San Francisco - that will provide access between Connecticut and Missouri Streets along 22nd Street's public right of way just north of Potrero Hill Recreation Center. The value of this in-kind grant is approximately \$580,000. Since most of this set of trail steps will be construction on public right-of-way, RPD and the GBD must obtain a Minor Encroachment Permit and Sidewalk Improvement Permit from the Department of Public Works before these steps can be installed.

Context Map:

22nd Street Pathway Stairs at Potrero Hill Recreation Center

Potrero Hill Neighborhood



Trails Steps Design:

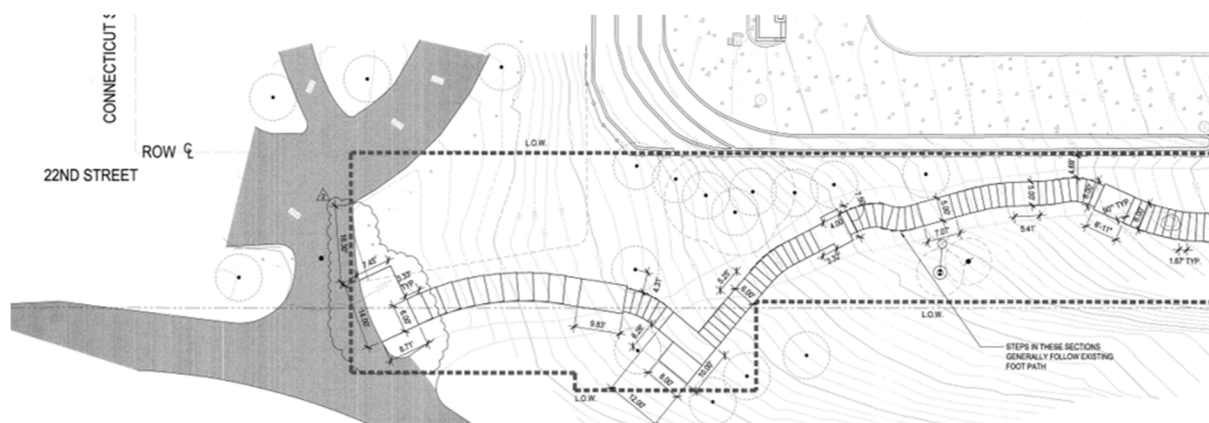


EXHIBIT B: PROJECT BUDGET AND SCHEDULE

Preliminary Budget:

In-Kind Grant from Dogpatch & NW Potrero Hill Green Benefit District	
SITE ANALYSIS & DESIGN COSTS:	\$ 60,000
ESTIMATED PERMIT FEES:	\$ 5,400
CONSTRUCTION COSTS:	\$ 425,500
10% CONTINGENCY:	\$ 57,000
ADMINISTRATIVE FEES:	\$ 29,000
TOTAL IN -KIND GRANT:	\$ 576,900

Preliminary Project Schedule:

Q4 2025:

- Obtain Requisite Permits
- Enter in to contract with Contractor
- Commence Construction

Q2 2026:

- Substantial Completion Achieved
- Final Completion

**EXHIBIT C
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. Delivery of Project Documents

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. Project Documents shall be provided to RPD in both hard copy and digital format, which includes CADD files of the final construction documents. RPD shall have a perpetual, 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. Insurance

Consultant must maintain in force, during the full term of its Agreement with Grantor, 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 Grantor 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 Grantor, 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 Grantor shall not relieve or decrease the liability of Consultant hereunder.

5. 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.

6. Third Party Beneficiary

The City shall be named as a third party beneficiary in the Consultant Agreement.

**EXHIBIT D
CONTRACTORS
REQUIRED CONTRACT TERMS**

1. Exercise of Due Care.

Contractor shall not exceed the approved Scope of Work, and 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 Permit Area. Contractors shall take such soil and resource conservation and protection measures with the Permit Area as City may request. City shall have the right to approve and supervise any excavation work. Under no circumstances shall Contractors damage, harm or take any rare, threatened or endangered species on or about the Permit Area. Contractors shall do everything reasonably within its power, both independently and upon request by City, to prevent and suppress fires on and adjacent to the Permit Area attributable to its work in the Permit Area. Contractors shall also maintain the Permit Area in a good, clean, safe, secure, sanitary and sightly condition; upon completion remove all debris and restore the Permit Area to its condition immediately prior to construction, to the satisfaction of City; and immediately at its sole cost repair any and all damage to the Permit Area or property. The City shall be named a third-party beneficiary of the agreement with the Contractor.

2. Acceptance of Work.

RPD shall receive written notice when the Contractor deems the Work complete ("Notice of Substantial Completion"). RPD shall perform an inspection within ten (10) working days after receiving the Notice, and shall have five (5) days after the inspection to inform Contractor whether the Work is approved. Upon receipt of written notice that RPD has approved the Work (the "Acceptance Letter"), Contractor shall remove all of its materials, tools, equipment, and personal property from the Park, and shall repair any damage to the Park, at its sole cost. Within ten (10) days after the date of the Acceptance Letter, Grantor/Contractor shall deliver the Work to RPD free and clear of all liens, easements and potential claims arising from the Project; shall provide RPD fully executed waivers and releases from all contractors and subcontractors of all claims against the City, its employees and agents; and shall assign to RPD all warranties or guaranties related to the Work.

3. Additional Requirements.

- a. Contractor shall obtain any and all necessary City permits and comply with applicable laws including disability access laws and with required noticing procedures before closing any sidewalks.
- b. Contractor shall comply with RPD's Standard Construction Measures, and shall 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.
- c. Contractor shall 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.
- d. Contractor shall adhere to Occupational Safety & Health Administration standards related to the Project.

- e. Contractor shall warrant and guarantee to the City that materials and equipment used for the Project 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. Contractor shall not construct or place any temporary or permanent structures or improvements on the Permit Area, or alter any existing structures or improvements on the Permit Area, except for the approved Scope of Work.
- g. Contractor shall not dump or dispose of refuse or other unsightly materials on, in, under or about the Permit Area.
- h. Contractor shall not cause, nor allow its 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 Permit Area, or transported to or from the Permit Area. Contractor shall immediately notify City when it learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on or about the Permit Area. Contractor shall further comply with all laws requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary to mitigate the release or minimize the spread of contamination. In the event that Contractor or its Agents or Invitees causes a release of Hazardous Material, Contractor shall, without cost to City and in accordance with all laws and regulations, return the Permit Area to the condition immediately prior to the release. In connection therewith, Contractor shall afford City a full opportunity to participate in any discussion with governmental agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material. For purposes hereof, "Hazardous Material" means material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to public health, welfare or the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 et seq., or pursuant to Section 25316 of the California Health & Safety Code; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the Permit Area or are naturally occurring substances in the Permit Area, and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids. The term "release" or "threatened release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the Permit Area.
- i. Contractor shall not conduct any activities on or about the Permit Area that constitute waste, nuisance or unreasonable annoyance (including, without limitation, emission of objectionable odors, noises or lights) to City, to the owners or occupants of neighboring property or to the public.

4. Insurance

Contractor must maintain all of the insurance as set forth below, during the full term of its Agreement with Grantor 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, Contractor(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 Grantor 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 Grantor 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, Grantor, its officers, agents and employees and the Consultant as additional insureds.

5. 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 5 (Indemnification).

EXHIBIT E

GRANTOR INSURANCE

Grantor 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. 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.

C. Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim, for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such for the Grantor and/or Fiscal Sponsor of Grantor. If coverage is written on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement. The coverage shall be continuous for the duration of the agreement and for not less than 24 months following the end of the Agreement.

From: [Barlev, Tamar \(REC\)](#)
To: [BOS-Operations](#)
Subject: Fully Executed Grant Acceptance Agreement - File No. 250854 Resolution # 472-25
Date: Thursday, October 30, 2025 9:35:14 AM
Attachments: [FINAL_SIGNED_EXECUTEDGRANTAGREEMENT_10_30_2025.pdf](#)
[Outlook-0sq1vlmd.png](#)

Hello Operations Team:

This is Tamar Barlev at the Recreation and Park Department.

Per Resolution # 472-25 - attached is the signed grant acceptance agreement for the 22nd Street Pathway Steps, for your records.

All the best,

Tamar Barlev (she/her/hers)

Assistant Director of Partnerships

San Francisco Recreation and Park Department | City & County of San Francisco

McLaren Lodge in Golden Gate Park | 501 Stanyan Street | San Francisco, CA | 94117

(415) 831-6842

tamar.barlev@sfgov.org



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