

GRANT ACCEPTANCE AGREEMENT

Between

San Franciscans for Sports and Recreation, a California nonprofit
social welfare organization

and

San Francisco Recreation and Park Department
(dated _____ for reference purposes)

This Grant Acceptance Agreement for Tennis Court Resurfacing ("**Agreement**"), is entered as of _____, by and between San Franciscans for Sports and Recreation ("**SFFSR**"), a California nonprofit social welfare organization, 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, The City, through RPD, operates and maintains tennis courts in locations throughout San Francisco, but RPD does not currently have funding in its budget to complete the necessary resurfacing and maintenance for all of these courts; and

WHEREAS, SFFSR is a 501c4 social welfare organization whose mission is to preserve, protect, and promote recreation facilities and activities in the San Francisco Bay Area; and

WHEREAS, SFFSR wishes to give RPD a cash grant ("**Grant**") valued at \$864,000 to resurface and maintain and improve the 24 tennis courts ("**Project Sites**") identified in Exhibit A (the "**Project**"); and

WHEREAS, On 4/20/17 by resolution number 1704-005, the Recreation and Park Commission recommended that the Board of Supervisors authorize RPD to accept and expend the Grant from SFFSR.

NOW, THEREFORE, subject to and effective upon approval by the Board of Supervisors, the Parties hereto 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 associated construction activities for the Project are complete.

2. **Cash Grant.** Upon execution of this Agreement, SFFSR shall grant to RPD \$864,000 to be used expressly for resurfacing and other maintenance and improvements of the Project Sites identified in Exhibit A, as described in this Agreement. Any future funding donated to RPD by SFFSR for the Project shall be managed under the same terms as this Agreement.

Funds from SFFSR will be held in a dedicated grant account at RPD and shall be managed in accordance with standard RPD policy. The funds shall only be used for materials, labor, and associated costs for resurfacing the tennis courts; provided, however, that the funds shall not be used for improvements such as equipment, furnishings, and fencing without written agreement of the Parties, and that no more than 10% of the grant funds shall be used for project management, permitting, and other overhead costs.

The parties recognize that the current Grant amount of \$864,000 may not be sufficient to complete the resurfacing of all the Project Sites. The Parties agree to first address the Priority Sites identified in Exhibit A. RPD will prioritize later sites, in consultation with SFFSR based on condition, cost efficiency, geographic diversity, and local interest and usage. Additional courts may be repaired as funding allows.

RPD shall not be obligated to fund any funding shortfall pursuant to this Agreement or any other agreement unless such party expressly so agrees in writing.

3. **Project Management.** RPD shall manage all design, bidding, contracting, and construction for the Project, in consultation with SFFSR and in accordance with standard City practices.

For sites where there are existing, separate RPD Capital Projects in process, Grant funds will be used to add tennis court resurfacing to the scopes of those projects, as feasible. All other Project sites will be contracted independently.

The parties have prepared a draft timeline for anticipated progress on the existing Capital Project sites and the first contract of other sites, attached as Exhibit B ("**Project Timeline**").

4. **Grant Reporting.** During the Grant term, RPD and SFFSR agree to meet on a monthly basis to review the grant balance, progress on individual court resurfacing projects, and other items related to the Project.

5. **Public Relations.** RPD and SFFSR shall use good faith efforts to cooperate on matters of public relations and media responses related to the Project. The Parties shall also use good faith efforts to cooperate with any inquiry by the other Party or by the public in regard to this Agreement. This Agreement, and any document between the Parties, shall be subject to the disclosure requirements of the City's Sunshine Ordinance and the California Public Records Act.

Any response to an inquiry by a news or community organization to RPD or SFFSR in reference to the Project shall include a recommendation to contact the other Party. Neither SFFSR nor RPD shall issue a press release in regard to this Project without providing prior notice to the other party. To facilitate the execution of this Section, the City and SFFSR have each designated one person as a

spokesperson with respect to this Project. All media contacts to RPD will be directed to the Director of Policy and Public Affairs at the address provided for RPD in Section 6 below. All media contacts to SFFSR will be directed to at the address provided for in Section 6 below.

At a time and in a format to be determined by the Parties, RPD and SFFSR 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 SFFSR 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 SFFSR.

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

6. Contacts/Notices

RPD: 501 Stanyan Street, San Francisco, CA 94117

RPD Media and Public Relations	RPD Partnerships
Sarah Madland	Nathan Tinclair
Sarah.madland@sfgov.org	Nathan.tinclair@sfgov.org
(415) 831-2740	(415) 831-6842

San Franciscans for Sports and Recreation:

Vice President	
Seth Socolow	
seth@socolow.org	
415-425-7671	

7. Miscellaneous.

(a) This Agreement may be amended or modified only in writing by SFFSR and RPD. The General Manager, in consultation with the City Attorney, may execute and such written memorandum on behalf of the City.

(b) 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 superseded.

(c) All actions described herein are subject to and must be conducted and accomplished in accordance with the applicable requirements of the City's charter, its municipal code and applicable state and federal laws, building codes, and regulations.

(d) 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.

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

APPROVED:

Philip A. Ginsburg
General Manager
Recreation and Park Department

Date

Seth Socolow
San Franciscans for Sports and Recreation

Date

APPROVED AS TO FORM:

DENNIS J. HERRERA
CITY ATTORNEY

By: _____
Manu Pradhan
Deputy City Attorney

Attachments:
Exhibit A – Project Sites
Exhibit B – Timeline/Schedule

Exhibit A
Project Sites as of 3.29.17

List of Sites for Tennis Court Resurfacing Grant as of 3.27.17

INITIAL PRIORITY SITES BOLDED

Location	# courts	Capital Project (y/n)
Buena Vista Park	2	N
Christopher Tennis Court	1	Y
Golden Gate Heights	2	N
Holly Park Tennis Court	1	N
McLaren Park Tennis Court	2	Y
Moscone Tennis Courts W	2	Y
Moscone Tennis Courts E	2	Y
Mountain Lake Tennis Courts	4	N
Potrero Hill Park	2	Y
Richmond Park Tennis Courts	1	N
Rochambeau Park Tennis Ct	1	N
Silver Terrace Park Tennis Ct	1	N
Stern Grove Park Tennis Ct.	2	N
West Portal Park Tennis Ct.	1	N
Total	24	

Exhibit B
Grant Timeline as of 3.29.17



Edwin M. Lee, Mayor
Philip A. Ginsburg, General Manager

Preliminary Grant Timeline as of 3.27.17

Detailed timeline for individual sites to be developed once contracting plan is finalized

Grant Acceptance:

- April 2017 – Seek Rec and Park Commission Approval for Grant
- Late April 2017 – Submit Grant Accept and Expend Legislation for Board of Supervisors Approval
- Late Spring/Early Summer 2017 – Present grant at Board of Supervisors for approval
- Summer 2017 – Grant Agreement executed and funds transferred to RPD

Project Contracting (Non-capital project sites):

- Spring 2017 – Finalize list of 5-6 priority sites to be completed first
- Summer 2017 – Solicit updated quotes for resurfacing of 1-2 sites to ideally be completed in the Fall
- Fall 2017 – Select contractors for first 1-2 sites, and potentially resurface first courts, if schedule allows
- Fall - Winter 2017/8 – Develop bid documents for remaining priority sites.
- Spring 2018 – Solicit bids for priority sites
- Summer/Fall 2018 – Resurface priority sites
- Additional contracts to be developed and bid as funding allows

Capital Project Sites:

- Moscone – project was bid in winter 2017. Award pending (likely late Spring or early Summer 2017). Construction to begin in Summer 2017. Tennis courts may be added as change order to contract, or bid separately.
- McLaren – community process for project ongoing – potential schedule for court resurfacing to be confirmed in the Summer. Tennis courts may be included in Capital project, or bid separately.
- Christopher Playground and Potrero Hill - TBD

