

File No. 231027

Committee Item No. 6

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date November 1, 2023

Board of Supervisors Meeting Date _____

Cmte Board

- Motion
- Resolution
- Ordinance
- Legislative Digest
- Budget and Legislative Analyst Report
- Youth Commission Report
- Introduction Form
- Department/Agency Cover Letter and/or Report
- MOU
- Grant Information Form
- Grant Budget
- Subcontract Budget
- Contract/Agreement
- Form 126 – Ethics Commission
- Award Letter
- Application
- Public Correspondence

OTHER (Use back side if additional space is needed)

- REC Commission Resolution No. 2303-003 3/16/2023
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____

Completed by: Brent Jalipa Date October 26, 2023

Completed by: Brent Jalipa Date _____

1 [Accept and Expend Grant - Friends of Jackson Park - Renovation of Jackson Playground -
2 \$12,440,735]

3 **Resolution authorizing the Recreation and Park Department to accept and expend cash**
4 **and in-kind grants from the Friends of Jackson Park valued at \$12,440,735 for the**
5 **renovation of Jackson Playground for the project term of upon approval of Board of**
6 **Supervisors until Notice of Substantial Completion; and to authorize the General**
7 **Manager of RPD to enter into modifications to the Grant Agreement that do not**
8 **materially increase the obligations or liabilities to the City and are necessary to**
9 **effectuate the purposes of the contract or this Resolution.**

10
11 WHEREAS, The City, through the Recreation and Park Department (RPD), operates
12 and maintains Jackson Playground, located between 17th Street, Arkansas Street, Mariposa
13 Street, and Carolina Street, in Supervisorial District 10; and

14 WHEREAS, The Friends of Jackson Park (FoJP), a community-led non-profit
15 organization formed to support Jackson Park, are committed to developing Jackson
16 Playground in coordination with RPD; and

17 WHEREAS, The purpose of the Jackson Playground Renovation Project (Project) is to
18 ensure Jackson's continued operation as an important resource for the community, to improve
19 accessibility for the public, and to create a vibrant and safe open space for children and adults
20 to enjoy for generations to come; and

21 WHEREAS, The Project will renovate and reinvigorate the entire park, including ball
22 fields, clubhouse, playgrounds, amenity spaces, trees, and gardens and will greatly enhance
23 urban life in this community; and

24 WHEREAS, The anticipated cost of the Project is \$40,072,133; the City has identified
25 approximately \$27,000,000 in public funds and the FoJP has offered to donate \$12,440,735

1 (Grant) in private funding so that all the funds are in place to complete the design and
2 construction phases; and

3 WHEREAS, On March 16, 2023, the Recreation and Park Commission, by Resolution
4 No. 2303-003, recommended that the Board of Supervisors authorize RPD to accept and
5 expend the cash and in-kind grants; and

6 WHEREAS, The Grant Terms prohibit including indirect costs in the grant budget; and
7 now, therefore, be it

8
9 RESOLVED, That the Board of Supervisors approves the Grant and authorizes the
10 Recreation and Park Department General Manager to accept and expend the Grant, and to
11 perform all acts required of the City there under; and, be it

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

14 FURTHER RESOLVED, That the Board of Supervisors authorizes the Recreation and
15 Park General Manager to enter into any modifications to the Grant Agreement that the
16 Recreation and Park General Manager determines, in consultation with the City Attorney, are
17 in the best interests of the City and do not materially increase the obligations or liabilities of
18 the City, are necessary or advisable to effectuate the purposes of the Grant or this Resolution,
19 and are in compliance with all applicable laws, including the City's Charter; and, be it

20 FURTHER RESOLVED, That within 30 days of the Grant Agreement being fully-executed by all
21 parties, the Recreation and Park Department shall provide the final Grant Agreement to the Clerk of the
22 Board for inclusion into the official file.

23
24
25

Jackson Playground

Board of Supervisors Budget & Finance Committee Presentation

November 1, 2023

- ④ OPEN SPACE
 - ⑤ PLAY AREA (0-6 YRS.)
 - ⑥ PLAY AREA (7-12 YRS.)
 - ⑦ BASEBALL FIELD
 - ⑧ SOFTBALL FIELD
 - ⑨ PLAZA
 - ⑩ LEARNING GARDEN
 - ⑪ DOG PLAY AREA
 - ⑫ PICNIC AREA
 - ⑬ EXISTING OLIVES
-
- ① CLUBHOUSE (RELOCATED)
 - ② ADDITION
 - (1) Basketball Court
 - (1) Futsal Court
 - (2) Pickleball Courts
 - (1) Tennis Backboard
 - (2) Traverse Walls
 - ③ MULTI-PURPOSE COURT



JACKSON PARK



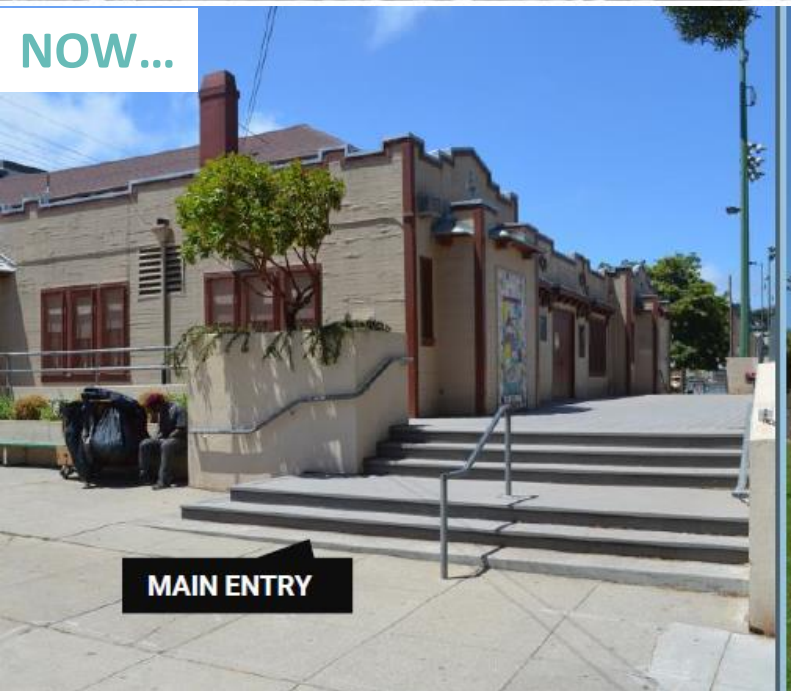
EXISTING SITE



THEN...



NOW...



CONCEPT PLAN

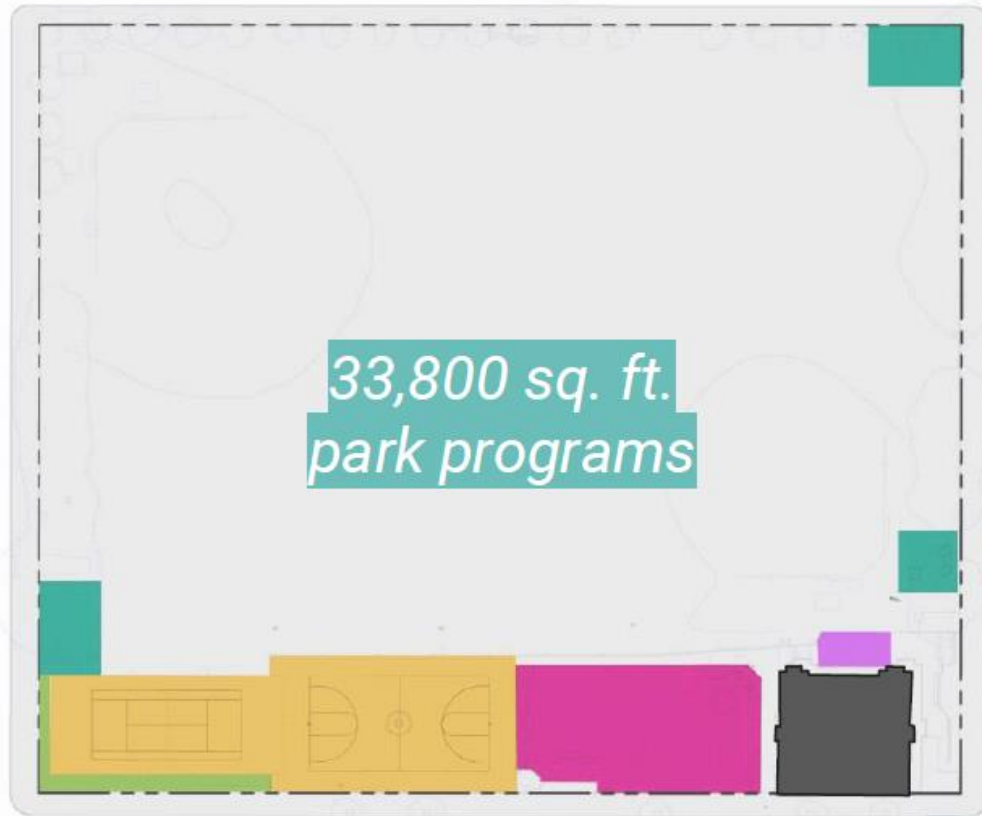
- ① CLUBHOUSE (RELOCATED)
- ② ADDITION
- ③ MULTI-PURPOSE COURT
 - (1) Basketball Court
 - (1) Futsal Court
 - (2) Pickleball Courts
 - (1) Tennis Backboard
 - (2) Traverse Walls
- ④ FLEXIBLE OPEN SPACE
- ⑤ PLAY AREA (0-6 YRS.)
- ⑥ PLAY AREA (7-12 YRS.)
- ⑦ BASEBALL FIELD
- ⑧ SOFTBALL FIELD
- ⑨ PLAZA
- ⑩ LEARNING GARDEN
- ⑪ DOG PLAY AREA
- ⑫ PICNIC AREA
- ⑬ EXISTING OLIVES



AREA ANALYSIS

9,500 sq. ft. increase in park program areas (28% increase)

EXISTING



UPDATED



- CLUBHOUSE
- 'HARDSCAPE' PASSIVE SPACE
- DEDICATED DOG PLAY AREA
- LEARNING GARDEN
- 'GREEN' PASSIVE SPACE
- PLAY AREA
- SINGLE-USE COURTS (existing) vs. MULTI-PURPOSE COURT (proposed)

PROJECT TEAM



Project Management
SF Recreation & Parks



Community Partner
Friends of Jackson Park



Landscape Architect / Prime Consultant
Fletcher Studio



Architect
Jackson Liles Architecture



Sports Field Design
Verde Design



Civil Engineer
Sandis

M Lee

Cost Estimator
M Lee Corporation



Geotechnical Engineer
Rockridge Geotechnical

PROJECT BUDGET

Funding Source	Amount
2020 Health & Recovery Bond	\$10,000,000
ENCAC-Allocated Development Impact Fees	\$8,000,000
General Fund	\$5,024,398
Other Development Fees	\$4,600,000
Open Space Fund	\$7,000
Subtotal City Funds	\$27,631,398
Total Private Grant Funds	\$12,440,735
Grand Total Anticipated Funds	\$40,072,133

Thank You!



File Number: 231027
(Provided by Clerk of Board of Supervisors)

Grant Resolution Information Form
(Effective July 2011)

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

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

1. Grant Title: Jackson Playground Renovation
2. Department: Recreation and Park Department
3. Contact Person: Abigail Maher, Deputy Director of Partnerships Telephone: 415-831-2790
4. Grant Approval Status (check one):
 Approved by funding agency Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$12,440,735
- 6a. Matching Funds Required: \$0
b. Source(s) of matching funds (if applicable): N/A
- 7a. Grant Source Agency: Friends of Jackson Park (FoJP)
b. Grant Pass-Through Agency (if applicable): N/A
8. Proposed Grant Project Summary: The Friends of Jackson Park organization is proposing a combination of cash and in-kind grant funding to the Department for the renovation of Jackson Playground. The proposed grant amount is \$12,440,735 and the grant will support the design and construction of the renovated playground.
9. Grant Project Schedule, as allowed in approval documents, or as proposed:
Start-Date: upon approval by the Board of Supervisors End-Date: upon notice of substantial completion
- 10a. Amount budgeted for contractual services: \$0
b. Will contractual services be put out to bid? No
c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements? N/A
d. Is this likely to be a one-time or ongoing request for contracting out? N/A
- 11a. Does the budget include indirect costs? Yes No
b1. If yes, how much?
b2. How was the amount calculated?
c1. If no, why are indirect costs not included?
 Not allowed by granting agency To maximize use of grant funds on direct services
 Other (please explain):
c2. If no indirect costs are included, what would have been the indirect costs?
12. Any other significant grant requirements or comments:

****Disability Access Checklist***(Department must forward a copy of all completed Grant Information Forms to the Mayor's Office of Disability)**

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

- | | | |
|---|--|--|
| <input type="checkbox"/> Existing Site(s) | <input type="checkbox"/> Existing Structure(s) | <input type="checkbox"/> Existing Program(s) or Service(s) |
| <input checked="" type="checkbox"/> Rehabilitated Site(s) | <input checked="" type="checkbox"/> Rehabilitated Structure(s) | <input type="checkbox"/> New Program(s) or Service(s) |
| <input type="checkbox"/> New Site(s) | <input checked="" type="checkbox"/> New Structure(s) | |

14. The Departmental ADA Coordinator or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local disability rights laws and regulations and will allow the full inclusion of persons with disabilities. These requirements include, but are not limited to:

1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures;
2. Having auxiliary aids and services available in a timely manner in order to ensure communication access;
3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor's Office on Disability Compliance Officers.

If such access would be technically infeasible, this is described in the comments section below:

Comments:

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

Alexis Ward
(Name)

ADA Coordinator for Physical Access, Recreation and Park Department
(Title)

Date Reviewed: 8/22/2023

DocuSigned by:
Alexis Ward
A730963EB6154A5...

(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Philip A. Ginsburg
(Name)

General Manager, Recreation and Park Department
(Title)

Date Reviewed: 8/22/2023

DocuSigned by:
Philip A. Ginsburg
AF27F6596709494...

(Signature Required)

Jackson Park Preliminary Grant Budget

Private Funding Breakdown	Amount
Estimated Architectural and Engineering Services	\$3,904,265
Estimated Construction Contract Contribution	\$8,536,470
Total Anticipated Grant	\$12,440,735

GRANT ACCEPTANCE AGREEMENT

Between the Friends of Jackson Park
and the San Francisco Recreation and Park Department
regarding Jackson Playground

This Agreement is entered into by and between Friends of Jackson Park (“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 commonly referred to as Jackson Playground, located between 17th Street, Arkansas Street, Mariposa Street, and Carolina Street in San Francisco, California; and

WHEREAS, Grantor is a 501(c)(3) charity whose mission is to foster community support and advocate for a renovated, well-maintained and vibrant Jackson Park; and

WHEREAS, Grantor proposes to provide RPD a Grant with a total value of approximately \$12,440,735 (“the Grant”), consisting of an in-kind grant of conceptual, schematic and detailed design and construction documents, and a cash grant , for the renovation of Jackson Playground (the “Project”); and

WHEREAS, On March 16, 2023 by resolution number 2303-007, the Recreation and Park Commission approved a Concept Design for the project, which is attached as Exhibit A; and

WHEREAS, On March 16, 2023 by resolution number 2303-003, the Recreation and Park Commission recommended that the Board of Supervisors authorize RPD to enter into this Agreement and to accept and expend the Grant, and the Board of Supervisors gave the foregoing authorizations on _____ via resolution number _____; 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 upon the latter of (a) the full expenditure of the Cash Grant or (b) the completion of the Project.
- 2. Project Budget and Schedule.** The parties intend that the Project shall be completed based on the preliminary schedule and budget attached as Exhibit B. The parties shall periodically review the Budget and Schedule and may update them from time to time 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.

RPD anticipates the City will budget \$27,631,398 for the Project (the “City Funds”), contingent on the timely availability of funding under the 2020 Health and Recovery Bond and availability of

allocated Eastern Neighborhood Impact Fees and other identified Developer Impact fees. As of the execution of this agreement, RPD does not have any other funds available for the Project. RPD's commitment to use the City Funds to complete the Project is contingent upon Grantor transferring to the City the Cash Grant set forth in Section 4 below.

In addition, 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.

3. Fundraising.

3.1 Campaign Funds. The parties anticipate that Grantor will, following the effective date of this Agreement, engage in one or more fund raising campaigns (each, a "Campaign") to collect third-party donations, funds, contributions and grants in the form of cash, in-kind services and materials ("Campaign Funds") and ultimately transfer them to RPD for completion of the Project. Grantor shall accept and track all Campaign Funds and shall provide RPD annual updates on Campaign revenue, expenses, balances and Campaign Costs. Grantor shall donate all Campaign Funds (net of allowed expenses as set forth in Section 3.2) to RPD for use on the Project as part of the Grant .

3.2 Administrative Expenses. The parties acknowledge that Grantor, like many other non-profits, must use a portion of the funds it raises to fund its own administrative expenses. The parties agree that Grantor may retain no more than 10% of any cash contributions it raises for the Campaigns to reimburse itself for its administrative and overhead expenses related to such campaigns ("Campaign Costs"). For purposes of this Agreement, references to the Budget do not include Campaign Costs which are retained by Grantor from incoming donations as an administrative fee. Grantor must disclose the amount of the administrative fee to all potential donors to the Campaign. Campaign Costs are subject to audit by the City as provided in this Agreement. To the extent the administrative fee does not cover Grantor's reasonable operating expenses related to the Project, the remaining expenses may be jointly approved for payment out of the Project Budget consistent with Section 2.

3.2 Donor Recognition. RPD shall work in good faith to provide donor recognition at the Property, substantially as depicted in Exhibit C, which is to be incorporated at a later date upon approval by the Recreation and Park Commission. The final donor recognition shall be consistent with RPD's donor recognition policies as approved by the Recreation and Park Commission.

4. Grant. Grantor shall provide the Grant through a combination of cash grants, in-kind grants of professional design services, and/or in-kind grants of construction services to complete

the Project, consistent with the Project Budget agreed to by the Parties. In each case the Parties shall comply with the following requirements.

4.1 Cash Grant.

a. **Cash Grant; Delivery of Grant.** Grantor shall provide the “Cash Grant” to RPD consistent with the Project Budget. RPD shall not be required to put the Project out to bid unless and until Grantor provides RPD with proof of the availability of the Cash Grant. At the time when a notification of award has been issued to a successful bidder, Grantor shall within 15 days transfer the Cash Grant to RPD for construction of the Project, based on the budget determined by the selected bid. RPD will hold the Cash Grant in a dedicated account. Neither Party shall be obligated to cover any funding shortfall for the Project unless such Party expressly so agrees in writing.

b. **Use of Cash Grant.** RPD shall use the Cash Grant solely for the Project, as set forth in the Project Budget. RPD shall retain full discretion and control over the selection of any contractors or other parties retained with the Cash Grants, and over the completion of the Project, in accordance with standard City practices, and shall act completely independent of Grantor. Any unexpended amount of the Cash Grant that remain after completion of the Project or Termination of the agreement shall be returned to Grantor (or Grantor’s successor in interest or designee, as the case may be) unless Grantor (or Grantor’s successor in interest or designee, as the case may be) agrees otherwise in writing.

c. **Recordkeeping.** RPD will keep Grantor informed regarding the expenditure of the Cash Grant. RPD shall maintain accurate accounting records related to the expenditures and will keep such records for at least two years after completion of the Project. Grantor may, at its own expense and on reasonable notice to RPD, review these records.

4.2 In-Kind Grant – Professional Design Services.

a. **Architect/Other Consultants.** Grantor may engage the services of licensed and insured architecture professionals (“Architect”), 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. Except for those Consultants engaged by Grantor as of the date hereof, which Consultants are listed on Exhibit G hereto, 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, prior to the Consultants’ commencing services on the Project. Grantor’s contracts with the Consultants shall include the terms and conditions listed in Exhibit D, 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. Grantor shall provide all Project Documents to the RPD (the "In-Kind Grant)_in both hard copy and digital format, which includes CADD files of the final construction documents. RPD shall have a non-exclusive license, for the purpose of completing and maintaining the Project, 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.

5. RPD Responsibilities. RPD will provide the services of one RPD Project Manager to:

- a. Participate in regularly scheduled coordination meetings with Grantor, Architect, and other 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 the administration of a formal construction contract, in conformance with City requirements, to complete the Project.

6. Indemnification. Grantor 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 Grantor or Contractors, or loss of or damage to property, to the extent directly resulting from the negligence or intentional or willful act by Grantor or its officers, directors, employees and agents.

City agrees to defend, indemnify and hold harmless Grantor, 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, to the extent directly resulting from the negligence or intentional or willful misconduct of City or its officers, directors, employees and agents.

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

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. Each Party shall consult in advance with the other regarding print and electronic publications regarding the Project including but not limited to informational and educational brochures, newsletters, solicitations, and fundraising campaign materials for the Project. The Parties shall also cooperate in good faith with any inquiry by the other Party or by the public in regard to this Agreement. 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. Financial Reporting and Audit Provisions. The parties shall comply with the provisions regarding financial reporting and auditing requirements attached hereto as Exhibit F which are fully incorporated herein.

10. 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	Abigail Maher
sarah.madland@sfgov.org	allison.mccarthy@sfgov.org	abigail.maher@sfgov.org
(415) 831-2740	415-802-5863	(415) 831-2790

Grantor: 368 Connecticut Street, San Francisco, CA 94107

Executive Director
Jude Deckenbach
judedeckenbach@gmail.com
415-786-2427

11. 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 comply with the requirements of 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, including without limitation information regarding the amounts and sources of funding and donor financial interest information, to enable RPD to comply with its disclosure obligations.

12. Termination. 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, 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. However, section 4.1(b) (Use of Cash Grant) shall survive termination.

13. Miscellaneous.

13.1 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.

13.2 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 City is entering into this Permit in its capacity as a property owner with a proprietary interest in the Permit Area and not as a regulatory agency with police powers. Nothing herein shall limit 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.

13.3 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.

13.4 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 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 of this Agreement. Grantor 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 Grantor's business, or a joint venture or member in any joint enterprise with Grantor.

13.5 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.

13.6 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:

DocuSigned by:
Jude Deckenbach 5/26/2023
D9F43C3BE6FA47F...

Jude Deckenbach, Executive Director Date
Friends of Jackson Park

Phil Ginsburg, General Manager Date
Recreation and Park Department

APPROVED AS TO FORM:

DAVID CHIU
CITY ATTORNEY

By: _____
Manu Pradhan
Deputy City Attorney

- Attachments:
Exhibit A: Concept Design
Exhibit B: Preliminary Budget and Schedule
Exhibit C: Design Professional Contract Terms
Exhibit D: Grantor Insurance
Exhibit E: Financial Reporting and Audit Provisions
Exhibit F: Consultants

EXHIBIT A CONCEPT DESIGN



EXHIBIT B
PRELIMINARY BUDGET AND SCHEDULE

Source	Amount
Other Development Fees	\$4,600,000
ENCAC-Allocated Development Impact Fees	\$8,000,000
General Fund	\$5,024,398
Open Space Fund	\$7,000
2020 Health & Recovery Bond	\$10,000,000
Subtotal City Funds	\$27,631,398
Subtotal Grant Funds	\$12,440,735
Total Anticipated Funds	\$40,072,133

Use	Amount
Hard costs	\$25,119,384
Soft Costs including contingencies and escalation	\$14,952,749
Total Anticipated Cost	\$40,072,133

Private Funding Breakdown	Amount
Estimated Architectural and Engineering Services	\$3,904,265
Estimated Construction Contract Contribution	\$8,536,470
Total Anticipated Cost	\$12,440,735

PRELIMINARY SCHEDULE			
Phase	Target Start	Target End	Duration
Planning	1/1/2018	7/1/2022	54 Months
Design	7/1/2022	1/1/2026	42 Months
Bid/Award	1/1/2026	7/1/2026	6 months
Construction	7/1/2026	1/1/2028	18 months
Closeout	1/1/2028	5/1/2028	4 months

**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 in a manner consistent with the Standard of Care. In determining application and conformance with applicable codes, and regulations, Consultant shall be entitled to rely upon other professionals and reviewing and governing authorities in establishing application and compliance. Where there is an irreconcilable discrepancy between any of the above-mentioned codes and regulations, the Consultant shall identify to RPD the irreconcilable discrepancy, in a manner consistent with the 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 any 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. To the extent consistent with the Standard of Care, the Consultant shall 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 ordinarily applicable to the design of projects of similar size and complexity at the same time in the San Francisco Bay Area ("Standard of Care").

3. 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.
 - 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.
 - M. Consultant, and Consultant's consultants, shall be named as Additional Insureds on any Project or Tail Coverage covering the Project.
4. Indemnity
- A. General: To the fullest extent permitted by law, Consultant agrees to defend (with legal counsel subject to approval of the City), indemnify and hold harmless the City, its officers, employees and

agents (“City Indemnitees”) from any and all acts, claims, omissions, liabilities and losses asserted by any third party arising out of acts or omissions of Consultant, its officers, employees and agents in connection with this Agreement (collectively, “Liabilities”), except to the extent arising from the negligence or willful misconduct of the City Indemnitees. It is agreed and understood that this contract is subject to CA Civil Code §2782.8 as amended and effective 1/1/18, as applicable.

- B. Limitations: No insurance policy covering Consultant’s performance under this Agreement shall operate to limit Consultant’s Liabilities under this provision. Nor shall the amount of insurance coverage operate to limit the extent of such Liabilities. Landscape Architect assumes no liability whatsoever for the sole negligence, active negligence or intentional or willful misconduct of any Indemnitee or the contractors of any Indemnitee. Neither the officers, owners, directors, partners, shareholders, trustees, members nor employees of the Grantor or Consultant assume any personal liability for obligations entered into by or on behalf of Grantor or Consultant.
 - C. Copyright Infringement. Consultant shall 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 by Consultant in the performance of Services. Infringement of patent rights, copyrights, or other proprietary rights in the performance of this Agreement, if not the basis for indemnification under the law, shall nevertheless be considered a material breach of contract.
 - D. Severability Clause Specific to Indemnification and/or Defense Obligations. To the extent any Court of competent jurisdiction or law invalidates any word, clause, phrase, or sentence herein that word, clause, phrase, or sentence, and no other portion, shall be deemed removed from this section. All other words, clauses, phrases and/or sentences remain enforceable to the fullest extent permitted by law.
5. Third Party Beneficiary
- The City shall be named as a third party beneficiary in the Consultant Agreement.

EXHIBIT D
GRANTOR INSURANCE

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

A. To the extent Grantor has any employees as defined by the California Labor Code, Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

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.

EXHIBIT E
DISCLOSURE OBLIGATIONS; RECORDKEEPING AND AUDITING

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

provided by the Grantor must include detailed information about the Grantor's total sources and uses of funds and also the sources and uses of funds dedicated to support the Project covered under this Agreement, the names of the Grantor's Board of Directors and Officers, and the names of any and all payees of Funds covered by this Agreement, including consultants, contractors and subcontractors and any current or past City employees paid and any funds provided directly to the City to support the Project's functions including but not limited to employee recognition and public events. Additionally, Grantor will post any annual financial report and its IRS Form 990 and all related tax return schedules on its website annually within 60 days of the completion of each.

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

C. **Recordkeeping and Auditing.**

1. **Recordkeeping.** Grantor 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 Grantor's records and to verify contributions and expenditures in accordance with this Agreement.
3. **Auditing.** Grantor shall make such books and records relating 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. Grantor shall retain and shall allow the Department and/or the City's Controller to access such books and records for a period of the later of (i) five (5) years after the end of each year to which such books and records apply, (ii) five (5) years after the issuance date of the Grantor's annual financial report or the IRS Form 990 annual tax return to which such books and records apply, or (iii) if an audit is

commenced or if a controversy should arise between the parties hereto regarding the contributions or expenditures hereunder, until such audit or controversy is terminated.

**EXHIBIT F
CONSULTANTS**

Consultants currently engaged by FoJP as of the execution of this agreement:

1. Fletcher Studio (Landscape Architect)
2. Jackson Liles Architecture

RECREATION AND PARK COMMISSION
City and County of San Francisco
Resolution Number 2303-003

JACKSON PLAYGROUND – GRANT AGREEMENT AND ACCEPT AND EXPEND

RESOLVED, This Commission does recommend that the Board of Supervisors (1) approve a Grant Agreement between the Recreation and Park Department and the Friends of Jackson Park for cash and in-kind grants valued at approximately \$12,440,735 for the renovation of Jackson Playground; and (2) authorize RPD to accept and expend these grants.

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 March 16, 2023.



Ashley Summers, Commission Liaison

From: [Jude Deckenbach](#)
To: [Jalipa Brent \(BOS\)](#)
Subject: Letter of Support for the Jackson Park Project - Nov. 1st meeting
Date: Thursday, October 26, 2023 1:14:03 PM
Attachments: [Jackson Park renovation project letter of support - BoS .pdf](#)
[Jackson Park renovation project letter of support - BoS .pdf](#)

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

Good Afternoon,

Please share this letter of support of the Jackson Park renovation project w/ Supervisors Chan, Mandelman and Safai in advance of the Nov. 1st Budget & Finance Committee meeting.

Thanks so much for your assistance,
me



Jude Deckenbach (she/her)
Friends of Jackson Park
415.786.2427
www.friendsofjacksonpark.org

Let's Build this Park!



October 26, 2023

To: Supervisors Chan, Mandelman and Safai

Dear Supervisors,

I'm writing today to request your approval of the Jackson Park Accept & Expend item at the Budget and Finance Committee's Nov. 1st meeting.

As you know, Friends of Jackson Park (FoJP) has been working in good faith with SFRPD since 2014 on this project. We've held 9 community meetings, 9 separate stakeholder meetings and had countless coffees with the neighbors and community of Jackson Park users to gather input/feedback on the design and fundraising.

Mayor Breed called our project a model example of a successful public/private partnership between SFRPD, FoJP and other City agencies as we've raised over \$30MM in pledged/donated funds.

Our beloved park is heavily used on a weekly basis and became a respite for thousands more during lockdown. Jackson Park provided an essential gathering space for the community. Potrero Hill doesn't have a lot of green, open space and so Jackson Park was our beacon for self care - nurturing the mental, physical, and communal health of the neighborhood.

Please be an advocate for the Jackson Park renovation project which will create a vibrant and safe open space for children and adults to enjoy for generations to come while improving accessibility for the general public throughout the entire site. Please support the Jackson Park renovation plan by approving the Accept & Expend item on your agenda.

Thank you for your support,



Jude Deckenbach
Executive Director - Friends of Jackson Park



From: [Nataly Gattegno](#)
To: [Jalipa, Brent \(BOS\)](#)
Cc: info@friendsofjacksonpark.org
Subject: Jackson Park Letter of Support
Date: Thursday, October 26, 2023 5:04:48 PM

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

Dear Supervisors Chan, Mandelman and Safai,

I am writing today to request your approval of the Jackson Park Accept & Expend item at the Budget and Finance Committee's Nov. 1st meeting.

Friends of Jackson Park (FoJP) has been working in good faith with SFRPD since 2014 on this project. At 9 community meetings, 9 separate stakeholder meetings and over countless coffees with the neighbors and community of Jackson Park users input/feedback was gathered on the design and fundraising.

Mayor Breed called this project a model example of a successful public/private partnership between SFRPD, FoJP and other City agencies as FoJP has raised over \$30MM in pledged/donated funds.

Jackson Park is heavily used on a weekly basis and became a respite for thousands more during lockdown. Jackson Park provided an essential gathering space for the community. Potrero Hill doesn't have a lot of green, open space and so Jackson Park was the beacon for self care - nurturing the mental, physical, and communal health of the neighborhood.

Please be an advocate for the Jackson Park renovation project which will create a vibrant and **safe open space for children and adults to enjoy** for generations to come while **improving accessibility for the general public** throughout the entire site. Please support the Jackson Park renovation plan by approving the Accept & Expend item on your agenda.

Thank you for your support,
Nataly Gattegno
(District 10 resident and business owner)

Cc: info@friendsofjacksonpark.org

From: [Alex Lin-Goldsmith](#)
To: [Jalipa, Brent \(BOS\)](#)
Cc: info@friendsofjacksonpark.org; [Jude Deckenbach](#)
Subject: Friends of Jackson Park
Date: Thursday, October 26, 2023 5:50:02 PM

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

Dear Brent and Board of Supervisors,

I'm writing today to request your approval of the Jackson Park Accept & Expend item at the Budget and Finance Committee's Nov. 1st meeting. **Please support the Jackson Park renovation plan by approving the Accept & Expend item on your agenda.**

As you know, Friends of Jackson Park (FoJP) has been working in good faith with SFRPD since 2014 on this project. At 9 community meetings, 9 separate stakeholder meetings and over countless coffees with the neighbors and community of Jackson Park users input/feedback was gathered on the design and fundraising.

My family and I use Jackson Park and it is a critical gathering spot for the community. It is an essential gathering space for the community. Potrero Hill doesn't have a lot of green, open space and so Jackson Park was the beacon for self care - nurturing the mental, physical, and communal health of the neighborhood.

Please be an advocate for the Jackson Park renovation project which will create a vibrant and safe open space for children and adults to enjoy for generations to come while improving accessibility for the general public throughout the entire site.

Thank you for your support,

Alex Lin-Goldsmith

POTRERO
MERCHANTS



DOGPATCH
ASSOCIATION

October 27, 2023

Sent to: Brent.Jalipa@sfgov.org

For distribution to:

To: Supervisors Chan, Mandelman and Safai

Dear Supervisors,

I'm writing today on behalf of the Potrero Dogpatch Merchants Association to request your approval of the Jackson Park Accept & Expend item at the Budget and Finance Committee's Nov. 1st meeting.

As you know, Friends of Jackson Park (FoJP) has been working in good faith with SFRPD since 2014 on this project. At 9 community meetings, 9 separate stakeholder meetings and over countless coffees with the neighbors and community of Jackson Park users input/feedback was gathered on the design and fundraising.

Mayor Breed called this project a model example of a successful public/private partnership between SFRPD, FoJP and other City agencies as FoJP has raised over \$30MM in pledged/donated funds.

Jackson Park is heavily used on a weekly basis and became a respite for thousands more during lockdown. Jackson Park provided an essential gathering space for the community. Potrero Hill doesn't have a lot of green, open space and so Jackson Park was the beacon for self care - nurturing the mental, physical, and communal health of the neighborhood.

Please be an advocate for the Jackson Park renovation project which will create a vibrant and safe open space for children and adults to enjoy for generations to come while improving accessibility for the general public throughout the entire site. Please support the Jackson Park renovation plan by approving the Accept & Expend item on your agenda.

Thank you for your support,

Yours sincerely,

A handwritten signature in black ink, appearing to read "Keith Goldstein". The signature is written in a cursive style with a prominent initial "K".

Keith Goldstein
President, PDMA

Cc: info@friendsofjacksonpark.org



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

TO: Angela Calvillo, Clerk of the Board of Supervisors

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

DATE: September 1, 2023

SUBJECT: Accept and Expend Grant – Friends of Jackson Park –
Jackson Playground Renovation – \$12,440,735

GRANT TITLE: Jackson Playground Renovation, Friends of Jackson Park

Attached please find the original of each of the following:

Proposed grant resolution; original signed by Department, Controller, Mayor

Grant Information Form, including disability check list

Project Budget

Agreement

Recreation and Park Commission Resolution

Special Timeline Requirements: We would like legislation introduced as soon as possible so that the Department can move forward with the project in a timely manner.

The Friends of Jackson Park group is proposing a combination of cash and in-kind grant funding to the Department for the renovation of Jackson Playground.

Departmental representative to receive copy of the adopted resolution:

Name: Abigail Maher Phone: 831-2790

Interoffice Mail Address: Abigail.maher@sfgov.org

Certified copy required: Yes No

(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.)

