

File No. 111351

Committee Item No. 2
Board Item No. 24

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee

Date: January 11, 2012

Board of Supervisors Meeting

Date 1/24/12

Cmte Board

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget & Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Ethics Form 126 |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form (for hearings) |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |

OTHER

(Use back side if additional space is needed)

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Completed by: Victor Young

Date: January 6, 2012

Completed by: Victor Young

Date: 1-19-12

An asterisked item represents the cover sheet to a document that exceeds 25 pages. The complete document is in the file.

1 [Accept and Expend Gift - Glen Canyon Park - \$483,250]

2

3 Resolution authorizing the Recreation and Parks Department to retroactively accept
4 and expend a gift-in-place valued up to \$483,250 from the Trust for Public Land for the
5 Glen Canyon Park Improvement Plan and the related outreach process.

6

7 WHEREAS, The City owns real property located in Glen Park District on Block 7560,
8 Lot 002 known as Glen Canyon Park; and

9 WHEREAS, The City, through the Recreation and Parks Department (RPD), owns and
10 operates Glen Canyon Park; and

11 WHEREAS, There is a compelling need to renovate and maintain Glen Canyon Park
12 so that park visitors, and especially children have a safe and aesthetically pleasing
13 environment where they can play and be immersed in culturally enriching programs; and,

14 WHEREAS, Glen Canyon Park is a fantastic city-wide resource, comprised of over 66
15 acres of forested slopes with native chert outcroppings and recreational amenities including a
16 recreation center, the Silver Tree day camp building, hiking trails, 2 baseball fields, 2 tennis
17 courts and a children's play area; and

18 WHEREAS, The Trust for Public Land, a national, non-profit conservation
19 organization, has partnered with RPD to sponsor a series of public workshops to develop a
20 community-supported park improvement plan as a gift-in-place ("Gift"), valued up to
21 \$483,250; and

22 WHEREAS, The Gift will allow the RPD to allot a larger portion of the 2008 Clean and
23 Safe Neighborhood Parks Bond funds directly to physical improvements to the park; and

24

25

1 WHEREAS, the terms and conditions of the Gift, including cross-indemnification
2 provisions, are detailed in an Agreement between the City and County of San Francisco and
3 The Trust for Public Land on file at the Clerk of the Board of Supervisors in File
4 No. 111351 which is hereby declared to be part of this resolution; and

5 WHEREAS, The Recreation and Parks Commission recommended to the Board of
6 Supervisors to retroactively accept and expend the Gift at the August 18, 2011 Recreation
7 and Park Commission Meeting; and

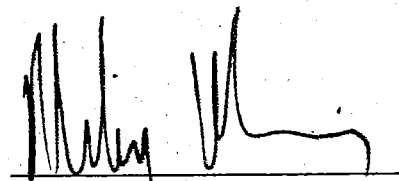
8 WHEREAS, The Gift does not required an Annual Salary Ordinance (ASO)
9 amendment; and

10 WHEREAS, The Recreation and Parks Department maximized use of gift on the
11 development of the improvement plan and public outreach by not including indirect costs in
12 the gift; now, therefore, be it

13 RESOLVED, That the Board of Supervisors hereby waives inclusion of indirect costs in
14 the gift budget; and be it

15 FURTHER RESOLVED, That the Board of Supervisors authorizes the General
16 Manager of the Recreation and Parks Department to retroactively accept and expend the Gift
17 valued up to \$483,250 from The Trust for Public Land for improvements to Glen Canyon
18 Park.

19
20 Recommended:

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25 General Manager, Recreation and Parks Department

Supervisor Scott Wiener
BOARD OF SUPERVISORS

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Approved: Paul W.

for Mayor

Approved: AB

Controller

File Number: 111351

Grant Information Form
(Effective January 2000)

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: Glen Canyon Improvement Plan and Related Outreach – Gift from The Trust for Public Land
- 2. Department: Recreation and Parks Department
- 3. Contact Person: Karen Mauney-Brodek. Deputy Director of Park Planning, Telephone: (415) 575-5601
- 4. Gift Approval Status (check one):

Approved by funding agency Not yet approved

A memorandum of understanding between the San Francisco Recreation and Parks Department and the Trust for Public Land was approved on August 18, 2011 by the Recreation and Park Commission. The MOU was signed by RPD staff on August 23, 2011.

5. Amount of Gift: up to \$483,250

- 6a. Matching Funds Required: None required.
- b. Source(s) of matching funds (if applicable):

7a. Grant Source Agency: Trust for Public Land

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

8. Proposed Grant Project Summary:

This Gift includes sponsoring a series of public workshops to develop the Glen Canyon Park Improvement Plan.

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

Start-Date: Fall 2010 _____ End-Date: Fall 2011

10. Number of new positions created and funded: 0

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

12a. Amount of Grant budgeted for contractual services: \$0, Gift-in-kind provide, no cash provided to city.

- b. Will contractual services be put out to bid? N/A
- c. If so, will contract services help to further the goals of the department's DBE requirements? N/A
- d. Is this likely to be a one-time or ongoing request for contracting out? N/A

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

b1. If yes, how much?

b2. How was the amount calculated? N/A

c. 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): The gift is in-kind services provide by Trust for Public Land staff.

14. Any other significant grant requirements or comments: No

Disability Access Checklist

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

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

Any other significant grant requirements or comments: No.

Disability Access Checklist

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

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

16. The Departmental ADA Coordinator and/or the Mayor's Office on Disability will assure the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities.

Comments: The gift funded project planning. There are not physical improvements included in this gift. ADA review will occur during the project design phase.

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

(Name)

(Title)

(Signature)

**The Trust for Public Land
Parks for People - Bay Area Program
Glen Canyon Master Plan**

	<u>Budget</u>
EXPENSES	
Personnel (<i>salary and benefits</i>)	\$ 93,900
Office Expenses	18,780
Design Consultants	337,000
Other Expenses (<i>printing, postage & travel</i>)	5,400
Management & Program Services*	28,170
Total Expenses	<u>\$ 483,250</u>

*Management & Program Services - Services provided to the program including finance/accounting, division director and president's office, marketing, human resources, and information technology.

AGREEMENT FOR THE GLEN CANYON PARK IMPROVEMENT PLAN

This Agreement for the Glen Canyon Park Improvement Plan ("Agreement") is entered as of August 23, 2011, by and between The Trust For Public Land ("TPL"), a California non-profit public benefit corporation, and the City and County of San Francisco (the "City") acting by and through its Recreation and Park Department ("RPD").

RECITALS

A. The City, through its RPD, operates and maintains real property located in the Glen Park neighborhood in San Francisco that is commonly referred to as Glen Canyon Park (the "Park"), that is further illustrated on Exhibit A. The Park is bound by O'Shaughnessy Boulevard to the west, Bosworth Street to the South, Elk Street to the east, and the San Francisco School of the Arts to the north.

B. RPD, in partnership with the community and TPL, desires to make improvements to the Park, ("Park Improvement Plan".) In support of the development of the Park Improvement Plan, TPL will host/sponsor a series of public workshops with RPD and hire design and other consultants as needed to develop a community-supported Park Improvement Plan for the Park.

C. In its continued support for the Park and the Park Improvement Plan, TPL shall pay up to four hundred eighty three thousand two hundred and fifty dollars (\$483,250) towards the completion of the Park Improvement Plan for Glen Canyon Park, with much of the Park Improvement Plan expenses ultimately funded by a California State Coastal Conservancy grant which was awarded to TPL.

D. Subject to the necessary funds being in place, RPD recognizes that it is TPL's desire to play a further role in implementing some portion of the improvements contemplated in the Park Improvement Plan. However, both parties recognize that this role will need to be negotiated and covered by a separate MOU. TPL is willing provide RPD with additional fundraising assistance (e.g., grant writing) towards raising the funds necessary to complete the Park Improvement Plan.

NOW, THEREFORE, the parties agree as follows:

1. Term. This Agreement shall become effective upon full execution and delivery hereof by the parties hereto ("Effective Date"). This Agreement shall expire on the date upon which TPL delivers the Park Improvement Plan to the City, or upon such earlier date as either party terminates this Agreement in accordance with the provisions of this Agreement.

2. Park Improvement Plan. TPL, at its own expense, will develop a Park Improvement Plan for Glen Canyon Park based on community input. TPL will provide one (1) digital and one (1) hardcopy set of the final Park Improvement Plan to RPD. (Refer to Exhibit B: Scope of work)

3. Selection of a Design Consultant. TPL will select a design consultant or team of design professionals (collectively if more than one, the "Design Consultant") to assist TPL in developing the Park Improvement Plan. (Refer to Exhibit B: Scope of work.)

4. Payments. TPL will be fully responsible for all payments to the Design Consultant at no cost to the City, and shall provide in all contracts TPL enters that the City is not responsible for any costs.

5. Insurance. To the extent that a Design Consultant performs work on the Property, TPL shall require and shall cause such Design Consultant to maintain at all times during any design activities on the Property, insurance described in the certificate attached hereto as Exhibit C, and to name the City as an additional insured.

6. Termination. Any failure to perform or comply with any of the terms, covenants, obligations, conditions or representations made under this Agreement shall constitute an event of default ("Event of Default"), provided that TPL shall have a period of 15 days from the date of written notice from RPD of such failure within which to cure such default under this Agreement, or if such default is not capable of cure within such 15-day period, TPL shall have a reasonable period of time to complete such cure if TPL promptly undertakes action to cure such default within such 15-day period and uses its best efforts to complete such cure within 60 days after receipt of notice of default. Upon occurrence of an Event of Default by TPL, City shall have the right, in its sole discretion, to seek enforcement of the terms and conditions of this Agreement, to terminate this Agreement or to exercise any of its rights or remedies available at law or in equity. TPL shall also have the right to terminate this Agreement under the same terms and conditions.

7. Miscellaneous.

(a) This Agreement may be amended or modified only in writing signed by TPL and RPD.

(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 merged herein.

(c) All actions described herein including but not limited to production of the Park Improvement Plan as permitted herein, are subject to and must be conducted and accomplished in accordance with the applicable requirements of the City's charter, its municipal code and applicable state and federal laws, building codes and regulations.

(d) 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 parties have caused this Agreement to be executed as of the date first written above.

TRUST FOR PUBLIC LAND

By: Sam Hodder
Sam Hodder
California State Director

Date: 7/26, 2011

RECREATION AND PARK DEPARTMENT

By: Karen Mauney-Brodek
Karen Mauney-Brodek
Deputy Director of Planning

Date: 7/23/11, 2011

Approved as to form:

Virginia Dario Elizondo

Virginia Dario Elizondo
Deputy City Attorney

**EXHIBIT A:
MAP - Glen Canyon Park**



EXHIBIT B:

GLEN CANYON PARK IMPORVEMENT PLAN SCOPE OF WORK

Phase 1: Existing Conditions and Data Gathering

1A: Project Initiation

This task includes the administrative steps required to begin the project. TPL will write the request for proposals, review the proposals, and interview selected consultant teams. The RPD project manager will review RFP submissions, participate in the interview process and assist TPL with the preparation of the Park Improvement Plan.

TPL may retain other consultants as needed at TPL's own expense.

RPD will order and collect existing conditions drawings including a historical report, structural analysis and geotechnical report for the Recreation Center and Silver Tree; the Recreation Center programming memo; a base map and topographic site survey off of which the hired consultant can work; Natural Areas and resources plans and map; park user counts and surveys (both observational and interview based), as well as digital and hard copies of previous planning studies (e.g. 2003/4 documents) regarding this project.

TPL will review all existing documents and data that are relevant to the project; prepare a community outreach strategy and host a team kickoff meeting.

1B: Community Outreach and Visioning Workshops

TPL will engage in the community to solicit community input on how Glen Canyon Park should be improved to meet the needs of residents and park users. TPL will schedule community workshops, create a flyer, and reach out to selected neighborhood groups and individuals. TPL will also hold approximately five (5) stakeholder interviews / focus groups with individuals or local community based organizations. TPL will write summaries of the community meetings and distribute them to RPD and other involved parties.

RPD will mail a flyer to owners and renters within 300 feet of the park boundaries, reach out to selected neighborhood groups and individuals, and create and maintain a website that gives a detailed schedule and summaries of the community meeting process, as well as relevant updates. With input from TPL, RPD will develop and execute an online park use opinion survey and analyze the responses.

In addition to meetings with community stakeholders, residents, organized groups, and park users in both individual and group settings, TPL will host workshops to involve the community in the visioning process for the park. TPL's design consultant, in conjunction with TPL and RPD, will create graphics that encourage and enhance the quality of participation, and assist with the visioning and ideas.

Community workshop agendas will be fully developed with the landscape architecture consultant and RPD.

- *Community Workshop #1: Project Kickoff.* TPL will facilitate a kick off meeting with major stakeholders and the community at-large. At this meeting, TPL, in partnership with the design consultant team and RPD, will present the existing conditions of the park and lead participatory activities that begin a visioning discussion about what the community likes, dislikes, and wants to add or change about the park.
- *Community Workshop #2: Visioning.* In the second workshop, TPL, with assistance and expertise from the design consultant and RPD, will lead a community visioning exercise for Glen Canyon Park. TPL will employ participatory activities that engage the community and stakeholders, in addition to showing drawings produced by the design consultants about the existing conditions.

1C. Trails Data Gathering

A set of special workshops focused on the trails will be held parallel to the overall community workshops. TPL will facilitate these meetings, but the RPD trails team will generate the content, as the RPD trails group has in depth knowledge about the trail improvement process and design, and an already established planning process.

As part of the trails data gathering the following community workshops/meetings will be held:

- *Trail Kickoff Workshop:* TPL will assist RPD in preparing a meeting to engage the community and solicit feedback about the trails at Glen Canyon Park.
- *Trails Walk:* TPL will assist RPD in preparing and guiding an organized community walk through the canyon to look at the existing state of the trails and identify potential improvements.

Phase 2: Design Alternatives

2A: Community Design Workshops

With the data and community input gathered during the previous phase of the project, TPL will host design workshops to involve community in the design process. The design consultant, in conjunction with TPL and RPD, will create graphics that encourage and enhance the quality of participation, and assist with the design process and ideas.

This Phase will include one community workshop. The agenda will be fully developed with the landscape architecture consultant and RPD.

- *Community Workshop #3: Design Alternatives.* In this workshop, TPL will report back on the community and RPD's vision for the Glen Canyon Park improvement plan, synthesized from the information generated during the first Phase of the Project. The design consultants will present 2-3 design alternatives that reflect this vision and takes into consideration existing conditions and community recommendations. TPL will facilitate a conversation that solicits feedback about these design alternatives, and synthesize with aspects that can be combined into one preferred design alternative.

2B. Trails Design

- *Trail Design Workshops:* In parallel to the main community workshops TPL will assist RPD in conducting one to two workshops focused on the proposed improvements for the trails based on the information gathered during the previous Trail meetings.

Phase 3: Preferred Design Alternative, Cost and Phasing

With the data and community input on the design alternatives presented during the previous phase of the project TPL will host design workshops to develop a preferred alternative with associated costs and phasing based on priorities established by the community. The design consultant, in conjunction with TPL and RPD, will create graphics that encourage and enhance the quality of participation. TPL will hire a professional cost estimator to assist with the cost analysis and phasing for the preferred alternative.

The workshops will lead participants through a prioritization exercise regarding costing and phasing, that will lead to a confirmation of a final park improvement plan.

A draft outline of the workshops in this phase follows. Agendas will be fully developed with the landscape architecture consultant and RPD.

- *Community Workshop #4: Preferred Design Alternative & Cost.* TPL, along with the design consultant and RPD, will present a preferred design alternative, which will likely be a combination of ideas from the 2-3 design alternatives. This preferred design alternative will reflect the vision and specific elements generated by the community during previous workshops and activities. TPL will lead a discussion that encourages the community to respond thoughtfully and critically to the preferred design alternative. Initiating the prioritization phase of the workshops, TPL will then present cost issues associated with the preferred design alternative, and solicit responses from the community through discussion and participatory activities.
- *Community Workshop #5: Preferred Design Alternative & Phasing.* At the fifth workshop, TPL, along with the design consultant and RPD, will review the preferred design alternative and discuss costs and phasing.
- *Community Workshop #6: Presentation and Next Steps.* TPL, along with the design consultant and RPD, will present the final design scheme including consideration for costs and phasing for the park improvement plan, all based on community ideas. RPD and TPL will co-lead a discussion about the next steps for this project, including design development and construction of the first phase of the project.

Phase 4: Park Improvement Plan Document

TPL and its consultants will produce a final version of the Glen Canyon Park Improvement Plan after community workshop #6, and present the City with one digital and one hard copy of the plan. The park improvement plan will be a conceptual design scheme that includes phasing and cost analysis, and will be the foundation for the next steps of the City's work at Glen Canyon Park.

**EXHIBIT C:
INSURANCE**

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

- A. Worker's 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 Combined Single Limit for Bodily Injury and Property Damage.
- C. Business Automobile Liability Insurance with not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage.
- D. Professional Liability Insurance with limits not less than \$1,000,000 each occurrence with respect to negligent acts and errors and omissions, arising from performance of services under this Agreement.

Insurance companies shall be legally authorized to engage in the business of furnishing insurance in the State of California. All insurance companies shall have a current A.M. Best Rating not less than "A-, VIII" and shall be subject to the prior approval of the City.

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

- E. Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.
- F. That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of the Contract, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- G. Joint Ventures/Partnerships: Each participant in the joint venture/partnership must include the joint venture or partnership as a Named Insured on each of their separate policies, with respect only to the interests and activities of that participant in the joint venture or partnership.