

File No. 130047

Committee Item No. 4  
Board Item No. 16

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee

Date 01/30/2013

Board of Supervisors Meeting

Date February 5, 2013

#### Cmte Board

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

OTHER (Use back side if additional space is needed)

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Completed by: Victor Young Date January 25, 2013

Completed by: Victor Young Date 1-31-13

1 [Accept In-Kind Gift - Randall Museum Project Management Services - \$130,000]

2  
3 **Resolution authorizing the Recreation and Park Department to accept an in-kind gift of**  
4 **project management services valued at \$130,000 from the Randall Museum Friends for**  
5 **the Randall Museum Renovation Project, for the period of October 24, 2012, to**  
6 **June, 30, 2017.**

7 WHEREAS, The Randall Museum is located at 199 Museum Way in San Francisco,  
8 designated as Assessor Parcel Block 2615, Lot 002, and is under the jurisdiction of the San  
9 Francisco Recreation and Park Department (RPD); and

10 WHEREAS, RPD, in coordination with the Randall Museum Friends (RMF), a non-profit  
11 organization that has provided programming and site improvements to the Randall Museum  
12 for over thirty years, applied for State grant to renovate the Randall Museum by making facility  
13 improvements for nature education programming at the Museum ("the Randall Museum  
14 Renovation Project"); and

15 WHEREAS, RPD has been awarded the state grant and plans to implement the  
16 Randall Museum Renovation Project in coordination with RMF; and

17 WHEREAS, RMF has proposed to provide the City with a gift-in-kind of project  
18 management services valued at \$130,000 for the Randall Museum Renovation Project; and

19 WHEREAS, On October 18, 2012, the Recreation and Park Commission approved  
20 Resolution No. 1210-009, in which the Commission 1) recommended that the Board of  
21 Supervisors accept the in-kind gift valued at \$130,000 from RMF; and 2) approved a  
22 Memorandum of Understanding (MOU) with RMF defining the roles and responsibilities of  
23 RPD and RMF with regard to implementation of the renovation project, a copy of which is on  
24 file at the Clerk of the Board of Supervisors in File No. 130047; and

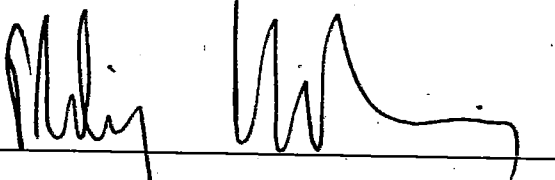
25 WHEREAS, The gift does not require an ASO Amendment; and

1 WHEREAS, The gift terms prohibit including indirect costs in the grant budget; now,  
2 therefore, be it; now, therefore, be it

3 RESOLVED, That the Board of Supervisors waives inclusion of indirect costs in the  
4 grant budget; and be it


5 FURTHER RESOLVED, That the Board of Supervisors authorizes the Recreation and  
6 Park Department to accept the in-kind gift, valued at \$130,000, from the Randall Museum  
7 Friends for project management services in support of the Randall Museum Renovation  
8 Project.

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11  
12 Recommended:


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15

16 General Manager, Recreation and Park Department

17  
18  
19 Approved:

20   
21 LEO CHYZ FOR  
22 Mayor

23 Approved:

24   
25

Controller



Mayor Gavin Newsom  
Philip A. Ginsburg, General Manager

**TO:** Angela Calvillo, Clerk of the Board of Supervisors  
**FROM:** Philip A. Ginsburg, General Manager  
Recreation and Parks Department  
**DATE:** December 7, 2012  
**SUBJECT:** Accept In-Kind Gift Resolution for Randall Museum Renovation Project  
**GRANT TITLE:** Nature Education Facilities Program

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

- Proposed in-kind gift resolution; original signed by Department, Mayor, Controller
- Grant Resolution Information Form, including disability checklist
- In-kind gift budget
- Recreation and Park Commission approval
- In-kind gift award letter from Randall Museum Friends (RMF) agency
- Other (Explain): Memorandum of Understanding (MOU) with the Randall Museum Friends (RMF)

**Special Timeline Requirements:**

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

Name: Matt Jasmin Phone: 415. 581.2552

Interoffice Mail Address: matt.jasmin@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).

**File Number:** \_\_\_\_\_

(Provided by Clerk of Board of Supervisors)

**Grant Resolution Information Form**

(Effective October 2012)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept in-kind grant funds.

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

1. Grant Title: Randall Museum Friends In-Kind Grant
2. Department: Recreation and Park Department
3. Contact Person: Matt Jasmin Telephone: 415.581.2552
4. Grant Approval Status (check one):  
 Approved by funding agency  Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$130,000
- 6a. Matching Funds Required: N/A  
b. Source(s) of matching funds (if applicable):
- 7a. Grant Source Agency: Randall Museum Friends  
b. Grant Pass-Through Agency (if applicable): N/A
8. Proposed Grant Project Summary: This grant is in support of a In-Kind gift for a Project Coordinator for the improvements to the Randall Museum. The improvements include: new geology and zoology exhibits, a new science lab, new elevator, as well as the renovation of the live animal exhibit, classroom, restrooms, first floor lobby, and concession area. Sustainable design and building techniques will be implemented as per the grant requirements.

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

Start-Date: October 24, 2012

End-Date: June 30, 2017

10a. Amount budgeted for contractual services: \$130,000, for Project Coordinator services.

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): In kind gift for professional services.

c2. If no indirect costs are included, what would have been the indirect costs? N/A

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 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 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:

A Request for Proposal for the design team is currently being developed. The project will include new museum exhibits, a new science lab, new accessible bathrooms, renovation of the first floor lobby and concessions areas and a new elevator. The project, including all parking areas, will comply with ADA requirements. The construction documents will be reviewed by the Mayor's Office of Disability Reviewer when appropriate. Construction is scheduled to begin in December of 2014.

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

Paulina Araica

(Name)

ADA Compliance Coordinator, Recreation and Park Department, Planning & Capital Division

(Title)

Date Reviewed: 12/5/12

Paulina Araica, PPD Project Manager  
(Signature Required)

**Department Head or Designee Approval of Grant Information Form:**

Philip A. Ginsburg

(Name)

General Manager, Recreation and Park Department

(Title)

Date Reviewed: \_\_\_\_\_



(Signature Required)



**IN KIND GIFT - BUDGET**

**Randall Museum Renovation Project –**

In Kind Gift for the professional services of a Project Coordinator

In kind Gift Budget -

Project Coordinator Professional Services	\$130,000
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**RECREATION AND PARK COMMISSION**  
**City and County of San Francisco**  
**Resolution No. 1210-009**

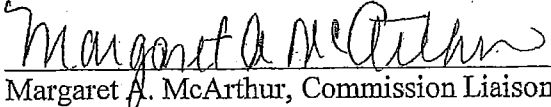
**RANDALL MUSEUM RENOVATION PROJECT**

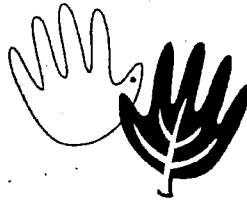
**RESOLVED**, That this Commission does: (1) approve the Memorandum of Understanding (MOU) between the Recreation and Park Department and the Randall Museum Friends for the Randall Museum renovation project and (2) recommend that the Board of Supervisors accept and expend a gift valued at \$130,000 from the Randall Museum Friends for the services of a project coordinator.

Adopted by the following vote:

Ayes	6
Noes	0
Absent	1

I hereby certify that the foregoing resolution was adopted at the Special Meeting of the Recreation and Park Commission held on October 18, 2012.

  
Margaret A. McArthur, Commission Liaison



RANDALL  
MUSEUM  
FRIENDS

October 24, 2012

Phil Ginsburg  
General Manager  
San Francisco Recreation and Park Department  
501 Stanyan  
McLaren Lodge  
San Francisco, CA 94117

Dear Mr. Ginsburg:

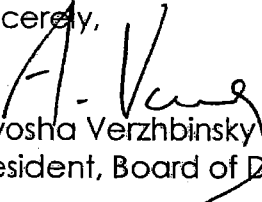
We are pleased that on October 18, 2012, the San Francisco Recreation and Park Commission accepted Randall Museum Friends' in-kind gift of a Project Coordinator for the Nature Education Facilities project at the Randall Museum. The approximate value of this gift is \$130,000.

The Randall Museum is the only San Francisco facility to have been awarded a Nature Education Facilities grant from the California State Parks Department. This award will allow the Museum to renovate its live animal exhibit, install interactive zoology and geology exhibits, install an elevator, and add a concession area to the Museum. These renovations, additions, and new exhibits will greatly enhance our visitors' experiences.

The Randall Museum Friends Project Coordinator will work closely with the Recreation and Park Department Project Manager assigned to the project particularly in the design phase of the project. The performance period for this project is November 2012 through October 2015.

Randall Museum Friends has been the non profit partner of the Randall Museum for nearly sixty years. We are honored to be able to provide support for this vital institution for San Francisco families.

Sincerely,

  
Alyosha Verzhbinsky  
President, Board of Directors



**MEMORANDUM OF UNDERSTANDING  
RANDALL MUSEUM RENOVATION PROJECT**

This MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into as of **October 18, 2012** by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the "City"), acting by and through its Recreation and Park Department ("RPD"), and RANDALL MUSEUM FRIENDS, a California nonprofit public benefit corporation ("RMF") (collectively, the "Parties") for the implementation of the Randall Museum Renovation Project ("Project").

**BACKGROUND**

- A. **Recreation and Park Department.** The City owns certain real property in the City and County of San Francisco, State of California, commonly known as the Randall Museum (the "Museum"), consisting of a building and surrounding land, including, but not limited to, a parking lot and portion of the surrounding playgrounds and commonly known as 199 Museum Way (the "Property"), in San Francisco, as more particularly depicted on Exhibit A attached hereto. RPD is charged, among other things, with operating the museum to provide enriching recreational activities and maintain and preserve the facility for the well-being of the City's diverse community. The City's Recreation and Park Commission ("RP Commission") oversees RPD.
- B. **Randall Museum Friends.** RMF is a private, nonprofit, public benefit corporation organized for the primary purpose of providing support for the Museum's operations, programs, and capital projects. RMF is dedicated to providing leadership and support for, and promoting and enhancing the use, appreciation and stature of, the Museum.
- C. **Statement of Common Purpose.** The Parties have worked together over 55 years on their common mission to improve the Museum and its use. Pursuant to the Public-Private Support and Cooperation Framework, dated March 17, 2007 and subsequently renewed April 1, 2010 ("Cooperation Agreement"), RMF works with RPD in a collaborative manner in the planning, rehabilitation, programming, curatorial functions, general management and marketing of the Museum.
- D. **The Project.** On or about April 12, 2011, the State of California's Department of Parks and Recreation ("the State") awarded a grant of five million, four hundred seventy-seven thousand, one hundred and ninety three dollars (\$5,477,193.00) ("State Grant") to the City for the Project. A copy of the State Grant application is attached as Exhibit B. RMF developed the conceptual plan/design for the Project and wrote the vast majority of the grant proposal that secured the State Grant. RMF also led each site visit by the State and provided all of the follow-up materials requested by the State. The Project involves the renovation and modernizing of interior exhibits and reception spaces of the Museum and the installation of facilities intended to comply with the Americans with Disabilities Act ("ADA"). The Project's scope is defined in the State Grant application (Exhibit B). Subsequently, RMF secured the services of an architectural firm which updated the Museum's 1989 Master Plan. The updated Master Plan (exhibit D) will guide the

development of the Project. The conceptual plan/design of the Project is subject to approval by the RP Commission.

- E. **Purpose.** Section 6(h) of the Cooperation Agreement provides that in the event the Parties determine to make any capital improvements to the Museum, the Parties shall enter into a separate agreement setting forth the procedures for the design, approvals, funding and execution of such improvements. Accordingly, the purpose of this MOU is to define the Parties' respective responsibilities for implementing the Project pursuant to the State Grant.

## AGREEMENT

NOW, THEREFORE, subject to, and effective upon, the RP Commission and the City's Board of Supervisors' approval of the State Grant, including the Project and any contribution from RMF, the Parties hereto agree as follows:

1. **Scope of the Project.** The Project, which shall be subject to all requirements under the State Grant, including the approval of plans and designs by relevant authorities, shall include the construction of the proposed facilities and the ADA work at the Museum as further described in the State Grant Application, attached at Exhibit B.
2. Framework for **Collaboration.** The Parties shall work together in a cooperative and collaborative manner to execute the Project, within the general decision-making framework described below:
  - a) **Project Responsibility Matrix.** The Project Responsibility Matrix attached hereto at Exhibit C, lists the some of the key tasks necessary to complete the Project and allocates primary and secondary responsibility for these tasks among the Parties and their agents. A Party allocated primary responsibility for a task shall take the lead in carrying out that task and shall be responsible for its ultimate completion, while a Party allocated secondary responsibility for a task shall be entitled to review and provide input on actions and decisions, including documents and other deliverables produced in connection with a given task, put forth by the Party with primary responsibility. The Party with primary responsibility shall keep the Party with secondary responsibility informed of its proposed decisions and actions in a timely matter, and shall be responsible for seeking input from the Party with secondary responsibility and scheduling joint meetings or teleconferences as necessary, through the regularly scheduled meetings of the "Joint Committee" or outside this framework, as appropriate. Throughout the course of the Project, the Parties may mutually agree, in writing, to revise the Project Responsibility Matrix as the Parties see fit.
  - b) **Resolution of Conflicts.** A "Joint Committee" shall be established to review and attempt to resolve in good faith any conflicts that may arise between the Parties relating to the execution of the Project. A regular mutually-agreed-to meeting schedule will be established with a frequency as appropriate for the particular stage of the project, with meeting minutes kept and distributed by RMF or their agent. Joint Committee decisions will be made by mutual consent. In the event that the Joint

Committee is unable to resolve a conflict, the RPD General Manager shall have ultimate authority to do so. The Joint Committee shall consist of at least one, and up to four mutually acceptable representatives from both RMF and RPD, to be identified by RMF and RPD respectively.

3. RMF Responsibilities:

- a) Project Responsibility Matrix. In addition to the other responsibilities described in this Section 3, RMF shall have the responsibilities allocated to it in the Project Responsibility Matrix attached hereto at Exhibit C, including responsibilities allocated to the RMF Board and responsibilities allocated to the RMF Project Coordinator. RMF may reallocate such responsibilities between the RMF Board and RMF Project Coordinator as it sees fit, at RMF's sole discretion.
- b) RMF Gift: Project Coordinator. In furtherance of the Project, RMF will make an in-kind donation valued at approximately \$130,000 to RPD and the City of the services of a project coordinator ("Project Coordinator"). RMF shall select and enter into a formal contract with the Project Coordinator, provided that RMF shall, prior to engaging such Project Coordinator, submit the Project Coordinator's name and credentials to RPD for review and approval, which approval may not be unreasonably withheld. The Project Coordinator generally will serve as a liaison between RPD and RMF during the design and construction phases for the Project, and will have the responsibilities allocated to it in the Project Responsibility Matrix attached hereto at Exhibit C, subject to any changes resulting from the reallocation of RMF responsibilities by RMF, as provided in Section 3(a) above. RPD's acceptance of this gift, and RMF's responsibility for providing it, is subject to approval by the RP Commission and the City's Board of Supervisors.
- c) Equipment and animals. When necessary and appropriate, RMF shall provide non-affixed equipment, artifacts, and animals for the completed exhibits. All affixed equipment and materials will be provided by the City as part of the construction of the Project.
- d) Community Participation. RMF will participate in local community outreach toward promoting and advertising the Project, the Museum and its activities.
- e) Compliance. RMF, the Project Coordinator, and all of their agents shall at all times comply with the laws of the State of California, the City, and the terms of the State Grant.
- f) Indemnification: RMF shall indemnify, defend and hold harmless the City, its officers, agents, employees and contractors, and each of them, from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind ("Claims"), arising in any manner out of (a) the use hereunder by RMF, its officers, employees, agents, contractors or subcontractors (collectively, "Agents"), its invitees, guests or business visitors (collectively, "Invitees"), of the Randall Museum or other City property, or any part thereof, (b) any activities conducted thereon by RMF, its Agents or Invitees, or (c) the negligence or willful misconduct of RMF or its Agents in the performance of this Agreement, except to the extent of Claims resulting from the active negligence or willful misconduct of the City or the City's Agents, (d) RMF or its Agent's

performance of or failure to perform any of RMF's or Agents' responsibilities under this MOU, or (e) contracts entered into by RMF in connection with the Project. In addition to RMF's obligation to indemnify the City, RMF specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any Claim that actually or potentially falls within this indemnity provision, even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to RMF by the City and continues at all times thereafter. The foregoing indemnity shall include, without limitation, reasonable attorneys' and consultants' fees, investigation and remediation costs and all other reasonable costs and expenses incurred by the indemnified Parties.

4. City/RPD Responsibilities:

- a) Project Responsibility Matrix: In addition to the responsibilities described in this Section 4, City shall have the responsibilities allocated to it in the Project Responsibility Matrix attached hereto at Exhibit C, including responsibilities allocated to RPD and the Department of Public Works ("DPW"). In addition, City shall have ultimate responsibility for completion of the responsibilities allocated in Exhibit C to the Design Team and General Contractor, which entities are discussed further below.
- b) Project Management. RPD shall provide a Project Manager ("RPD Project Manager") who will be responsible for overseeing design and construction of the Project, and coordinating all permits, approvals and reviews, including but not limited to Structural Maintenance design review at 30%, 60% and 90%, City ADA Coordinator review, RP Commission design approval and award of contract, and any applicable environmental review requirements. In addition, the RPD Project Manager shall complete the responsibilities allocated to it in the Project Responsibility Matrix, attached hereto at Exhibit C.
- c) Construction Management. The City, through DPW, shall provide a construction Manager ("Construction Manager") who shall be responsible for professional construction administration and construction management services necessary for the Project, including the responsibilities allocated to it in the Project Responsibility Matrix attached hereto at Exhibit C.
- d) Public Meetings. RPD shall be responsible for facilitation of community meetings and the public notification process in connection with the Project.
- e) Contracts.
  - (i) General Contractor: RPD shall enter into and be responsible for administering a formal contract with a general contractor ("GC") for construction of the Project, in conformance with any and all governmental requirements to complete the Project, and as set forth in greater detail in the Project Responsibility Matrix attached hereto at Exhibit C. The GC shall complete the responsibilities allocated to it in the Project Responsibility Matrix, and as set forth in its contract with RPD.



- (ii) Design Team: RPD shall enter into and be responsible for administering a formal contract with a design professional(s) (the "Design Team") for the design of the Project, in conformance with any and all governmental requirements to complete the Project, and as set forth in greater detail in the Project Responsibility Matrix attached hereto at Exhibit C. The Design Team shall complete the responsibilities allocated to it on the Project Responsibility Matrix, and as set forth in its contract with RPD.
- f) Compliance. The City, the RP Commission, RPD, and all of their agents shall at all times comply with the laws of the State of California, the City and County of San Francisco, and the terms of the State Grant.
- g) Indemnification. City shall indemnify, defend and hold harmless RMF, its officers, agents, employees and contractors, and each of them, from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind ("Claims"), arising in any manner out of (a) the use hereunder by City, its employees, agents, contractors or subcontractors (collectively, "Agents"), its invitees, guests or business visitors (collectively, "Invitees"), of the Randall Museum or other City property, or any part thereof, (b) any activities conducted thereon by the City, its Agents or Invitees, including, but not limited to, the construction of the Project pursuant to this MOU, (c) the active negligence or willful misconduct of the City or its Agents in the performance of this Agreement, (d) the physical condition of the Property, except to the extent of Claims resulting from the active negligence or willful misconduct of RMF or RMF's Agents, (e) the City or its Agent's performance of or failure to perform any of the City's or Agents' responsibilities under this MOU, or (f) contracts entered into by the City in connection with the Project. In addition to the City's obligation to indemnify RMF, the City specifically acknowledges and agrees that it has an immediate and independent obligation to defend RMF from any Claim that actually or potentially falls within this indemnity provision, even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to the City by RMF and continues at all times thereafter. The foregoing indemnity shall include, without limitation, reasonable attorneys' and consultants' fees, investigation and remediation costs and all other reasonable costs and expenses incurred by the indemnified Parties, including, without limitation, damages for decrease in the value of the Randall Museum and claims for damages or decreases in the value of adjoining property. The City's obligations under this Section shall survive the expiration or other termination of this Agreement.
- h) Financial Contribution. The City shall contribute to the Project \$312,000 to be used to pay for Project-related costs not covered by the State Grant or the RMF Gift, such as Project administrative overhead costs.
5. Cost of Project. The total cost of the Project shall not exceed the amount of the State Grant plus the value of the RMF Gift, plus the City's contribution of \$312,000, including all associated Project delivery costs.

6. Financial Reports. RPD shall complete all financial reporting requirements as required by the City and State of California. RMF will cooperate by providing its financial reports as required.
7. Maintenance. After the Project is completed, RPD shall maintain the improvements pursuant to Section 8 of the Cooperation Agreement.
8. Certification of Funds. The City's obligations under this MOU are subject to the budget and fiscal provisions of the City's Charter. Any charges due hereunder will accrue to the City only after prior written authorization is certified by the City Controller, and any amount of the City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This section shall control against any and all other provisions of this MOU. If, for any budgetary period of the City, the City fails to appropriate sufficient funds for the payment of any amounts due from the City under this MOU, the City shall have the right to terminate this MOU without penalty, liability or expense of any kind to the City at the end of any fiscal year if the funds are not appropriated for the next succeeding fiscal year.
9. Termination. . Either party may terminate this MOU effective upon delivery of written notice to the other in the event that the other party has breached the terms of this MOU, or in the event of changed financial or other circumstances that make continued performance by the terminating party unreasonably difficult or burdensome. The indemnification provisions of this MOU, however, shall survive any termination of this MOU.
10. Miscellaneous.
  - a) Notices. All notices, demands, requests or other communications given under this MOU shall be writing and be given by personal delivery, United States Postal Service, or nationally recognized overnight courier service to the address set forth below or as may be subsequently requested in writing. Any party may change the notice addresses set forth below at any time by written notice of same to the other party.

If to RMF:

Board President  
 Randall Museum Friends  
 199 Museum Way  
 San Francisco, CA. 94114

If to the City:

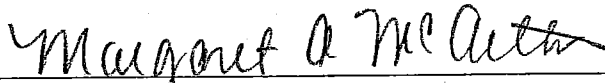
San Francisco Recreation and Park Department  
501 Stanyan Street  
San Francisco, California 94117  
Attention: General Manager


- b) Entire Agreement. All recitals set forth above and Exhibits hereto are hereby incorporated into the body of this MOU. This MOU, including all exhibits attached, constitutes the entire agreement between the parties and supersedes all prior agreements, promises and understandings, whether oral or written, with the express exception of the Cooperation Agreement, which remains in full force and effect. Provided further, however, that the indemnification provisions set forth in section 14 of the Cooperation Agreement, shall not govern this MOU or apply to the Project, but shall be superseded by the provisions set forth herein at Sections 3(f) and 4(g). This MOU, including Exhibit C, shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.
- c) Counterparts. This MOU may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

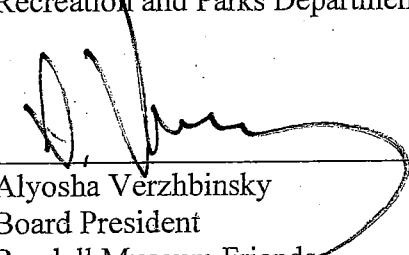
5/05.00.11

IN WITNESS WHEREOF, the undersigned have indicated their approval.

**APPROVED:**

  
\_\_\_\_\_  
Margaret McArther  
Commission Secretary  
Recreation and Park Commission

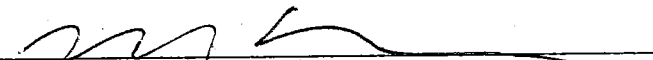
  
\_\_\_\_\_  
Philip A. Ginsburg  
General Manager  
Recreation and Parks Department

  
\_\_\_\_\_  
Alyosha Verzhbinsky  
Board President  
Randall Museum Friends

11.08.2012

1210-009  
\_\_\_\_\_  
Recreation and Park Commission Resolution No.

Approved as to form:

  
\_\_\_\_\_  
Yadira Taylor  
Deputy City Attorney