

File No. 190218

Committee Item No. 3

Board Item No. \_\_\_\_\_

### COMMITTEE/BOARD OF SUPERVISORS

#### AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Sub-Committee

Date March 20, 2019

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)

- Recreation and Park Commission Resolution
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Completed by: Linda Wong

Date March 15, 2019

Completed by: Linda Wong

Date \_\_\_\_\_

1 [Accept and Expend In-Kind Grant - Retroactive - Trust for Public Land - Gene Friend  
2 Recreation Center Feasibility Study and Concept Design - \$520,500]

3 **Resolution retroactively authorizing the Recreation and Park Department to accept and**  
4 **expend a grant from the Trust for Public Land in the amount of up to \$520,500 for a**  
5 **feasibility study and concept design for improvements to the Eugene L. Friend**  
6 **Recreation Center (“Gene Friend Recreation Center”) for the project term of October 2,**  
7 **2018, through March 31, 2019.**

8  
9 WHEREAS, Eugene L. Friend Recreation Center, commonly known as “Gene Friend  
10 Recreation Center” (“the Property”), is located at Folsom Street and Sixth Street; and

11 WHEREAS, The Gene Friend Recreation Center is in need of substantial renovation  
12 and possible expansion in order to continue serving the SOMA neighborhood and  
13 communities citywide; and

14 WHEREAS, The Trust for Public Land (“TPL”) is a national non-profit organization that  
15 has successfully worked in partnership with San Francisco and other communities in the Bay  
16 Area for 40 years to create parks and to support healthy, livable communities; and

17 WHEREAS, The Friend Family Foundation is a local non-profit organization,  
18 established by the family of the recreation center’s namesake, which has supported the Gene  
19 Friend Recreation Center, including recent improvements completed in 2011 to the center’s  
20 exercise room and athletic court; and

21 WHEREAS, TPL, in partnership with the Friend Family Foundation, is proposing to give  
22 the Recreation and Park Department (“RPD”) an in-kind grant, valued at up to \$520,500, of a  
23 feasibility study and concept design for potential future renovations to the Gene Friend  
24 Recreation Center (“the Project”); and

1           WHEREAS, In collaboration with local stakeholders through a series of community  
2 workshops and focus group meetings, the feasibility study for the recreation center expansion  
3 was completed in 2015, and the Department and TPL are currently finalizing the concept  
4 design for the Project; and

5           WHEREAS, On January 15, 2015, the Recreation and Park Commission approved, by  
6 Resolution No. 1501-004, the Grant Agreement between the City and TPL for acceptance and  
7 performance of the in-kind services covered by the grant agreement and recommended that  
8 the Board of Supervisors authorize RPD to accept and expend the grant; and

9           WHEREAS, RPD proposes to maximize use of available grant funds on program  
10 expenditures by not including indirect costs in the grant budget; now, therefore, be it

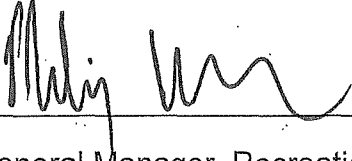
11           RESOLVED, That the Board of Supervisors retroactively approves the Grant and  
12 authorizes the Recreation and Park Department General Manager to accept and expend the  
13 grant, and to perform all acts required of the City there under; and, be it

14           FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of  
15 indirect costs in the grant budget; and, be it

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

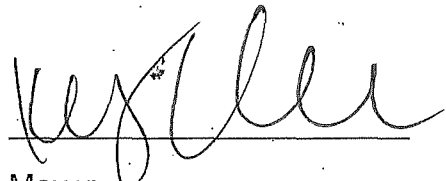
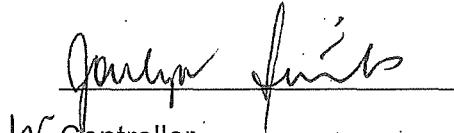
Recommended:



General Manager, Recreation and Park Department

Approved:

Approved:

  
Mayor  
for  
for  
Controller

**File Number:** \_\_\_\_\_  
(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: Gene Friend Recreation Center Feasibility Study and Concept Design
2. Department: Recreation and Park Department
3. Contact Person: Nathan Tinclair, Assistant Director of Partnerships Telephone: 415-831-6842
4. Grant Approval Status (check one):  
 Approved by funding agency                       Not yet approved
5. Amount of Grant Funding Approved or Applied for: Up to \$520,500
- 6a. Matching Funds Required: \$0  
b. Source(s) of matching funds (if applicable): N/A
- 7a. Grant Source Agency: The Trust for Public Land (TPL)  
b. Grant Pass-Through Agency (if applicable): N/A
8. Proposed Grant Project Summary: Trust for Public Land is partnering with the Friend Family Foundation to give an in-kind grant of a feasibility study and concept design to renovate and possibly expand the Eugene L. Friend Recreation Center (Gene Friend Recreation Center).
9. Grant Project Schedule, as allowed in approval documents, or as proposed:  

Start-Date: 10/2/18                      End-Date: 3/31/19
- 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? \$26,025
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 checked="" type="checkbox"/> Existing Site(s)      | <input checked="" type="checkbox"/> Existing Structure(s) | <input checked="" type="checkbox"/> Existing Program(s) or Service(s) |
| <input checked="" type="checkbox"/> Rehabilitated Site(s) | <input type="checkbox"/> Rehabilitated Structure(s)       | <input checked="" 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:**

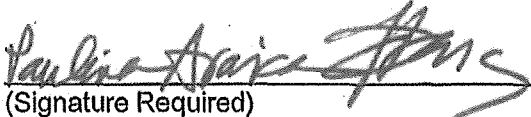
The project conceptual plan for renovation will be reviewed and approved by City's Disability Access Coordinator for compliance with ADA requirements.

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

Paulina Araica  
(Name)

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

Date Reviewed: 8/13/18

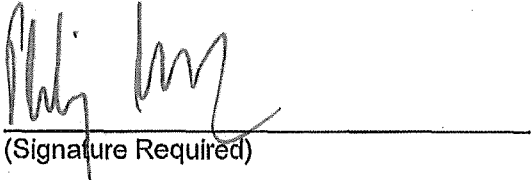
  
(Signature Required)

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

Philip A. Ginsburg  
(Name)

General Manager, Recreation and Park Department  
(Title)

Date Reviewed: 8.14.18

  
(Signature Required)

**THE TRUST FOR PUBLIC LAND**  
**Gene Friend Rec Center**  
**Project Estimate as of May 29, 2018**

	<u>Budget</u>
The Trust for Public Land <i>(staff and other expenses)</i>	115,820
Cost Estimating	41,080
Architecture & Engineering Team	303,100
The Trust for Public Land <i>(additional staff &amp; expenses covered by general funds)</i>	<u>60,500</u>
<b>Total</b>	<b>\$ 520,500</b>

## Grant Agreement for Design of Gene Friend Park and Recreation Center

This Agreement for a Feasibility Study and Concept Design of Eugene L. Friend Park and Recreation Center ("Agreement"), is dated for reference purposes only as August 14, 2018, by and between the City and County of San Francisco ("City"), acting through the Recreation and Park Department ("RPD") and the Trust for Public Land ("TPL"), a California nonprofit public benefit corporation collectively referred to herein as the ("Parties").

### RECITALS

- A. **Project Site.** The City, through RPD, operates and maintains the Eugene L. Friend Park and Recreation Center, which includes a multi-purpose recreation center, sports courts, playground and lawn located in the City and County of San Francisco, CA at the corner of Folsom Street and Sixth Street, described on Exhibit A attached hereto and commonly referred to as "Gene Friend Park and Recreation Center" (the "Project Site"). The Project Site is under the jurisdiction of the Recreation and Park Commission.
- B. **Grant and Gift.** The Friend Family Foundation ("Donor") entered into a Pledge Agreement with the Trust for Public Land documenting Donor's commitment to make a restricted gift to TPL in an amount up to \$360,000 to prepare a feasibility study and concept design for improvements at the Project Site. The pledge of money to TPL to prepare the study and develop the concept design of the Project Site shall be referred to as the "Donation." TPL wishes to provide services and funding to the City (the "Grant") and will, in cooperation with RPD assume responsibility for the concept design of the park and recreation center of the Project Site.
- C. **Timeline.** TPL and RPD acknowledge that time is of essence to the Donor, who desires that the feasibility study and concept designs be developed according to the Timeline attached as Exhibit B.
- D. **Gift Approval.** On January 15, 2015 by Resolution No. 1501-004, the San Francisco Recreation and Park Commission ("Commission") approved this Agreement, and recommended that the Board of Supervisors accept from TPL (1) an in-kind gift of feasibility study and design services currently valued at approximately \$310,000, and (2) a cash gift of \$50,000 to fund the services of one RPD Project Manager to coordinate the feasibility study and design approval process (together, the "Gift" for improvements at the Project Site). Such implementation shall include feasibility study, community engagement and concept design. City's acceptance of the Gift is conditioned upon approval from the Board of Supervisors. In approving the Agreement, the Commission



authorized the General Manager (Section 11 of Agreement) to make modifications to the Agreement that the General Manager, "In consultation with the City Attorney, determines are in the best interest of the City, do not materially decrease the benefits of the Agreement to the City, do not materially increase the obligations or liabilities of the City . . . and are necessary or advisable to complete the transactions which the Agreement contemplates . . ."

- E. Gift Modification. Subsequent to Commission approval of the gift, the Parties determined that the cost of the in-kind gift of the feasibility study and concept design had increased to \$520,500, in order to include additional scope such as completing a feasibility study for addition of a pool to the facility. The Donor agreed to increase the Donation by up to \$160,500 to cover the additional cost. To ensure that the Donation could cover the entire cost of the in-kind gift, TPL requested that RPD waive the requirement of the cash gift. On June 10, 2016 the Recreation and Park Department General Manager agreed, under the terms of Section 11 of this Agreement approved by the Commission, to amend the Agreement to accept the in-kind gift valued at approximately \$520,500, and waive the requirement for the cash gift.

NOW, THEREFORE, the Parties hereto agree as follows:

1. Term of Agreement. This Agreement shall become effective upon approval of this Agreement by the City in accordance with applicable City Charter and Code provisions and full execution by the Parties (the "Effective Date") and shall expire, unless otherwise earlier terminated as set forth in Section 8 below, 18 months from the Effective Date, unless the Parties mutually agree to extend the term (the "Term").
2. The Project. The "Project" shall consist of the feasibility study and concept design for improvements at the Project Site to be prepared by TPL under this Agreement for consideration by RPD.
3. Schedule. The Parties have agreed to two phases as set forth in Exhibit B attached hereto (the "Schedule"). The Schedule may be amended only by mutual written consent of each of the Parties.
4. Permission to Enter. The Department confers on TPL a revocable, personal, unassignable, non-exclusive and non-possessory privilege to enter upon and use the Project Site owned by City for the limited purpose of documenting existing conditions at the Project Site and holding community meetings subject to the terms, conditions and restrictions set forth below. This Agreement gives TPL a license only, revocable at any time at the will of City, and

notwithstanding anything to the contrary herein, this Agreement does not constitute a grant by City of any ownership, leasehold, easement or other property interest or estate whatsoever in the Project Site, or any portion thereof.

5. Roles and Responsibilities.

5.1. RPD

RPD will: 1) recommend that the Board of Supervisors accept the Gift from TPL; and 2) consider for possible approval the feasibility study and concept design developed and submitted by TPL. Subject to acceptance of the Gift by the Board of Supervisors, RPD will provide the services of one RPD Project Manager. The Project Manager shall assist TPL in coordinating required City reviews of the feasibility study and concept design for possible improvements at the Project Site provided that RPD shall have no obligation to provide project manager services exceeding the value of the approved but subsequently waived cash gift.

5.2. TPL

A. General Obligations.

1. TPL, at its own expense and at no cost to the City, shall provide all labor, materials, and project management services necessary for the completion of the feasibility study and concept design for proposed improvements at the Project Site per the project schedule outlined in Exhibit B. Such services shall include all necessary design services. TPL shall be responsible for fully incorporating comments from RPD staff.
2. TPL will select a contractor or contractors of its choice to perform all architectural and other services relating to the feasibility study and concept design. TPL will fund all costs associated with its contracts or subcontracts for design consultation. TPL will be fully responsible for all payments to all consultants, contractors and subcontractors retained by it and performing work related to the Project at no cost to the City.
3. Insurance. Without in any way limiting TPL's liability pursuant to the "Indemnification" section of this Agreement, TPL and any Architect TPL selects pursuant to subsection 2 above shall maintain in force, during the full term of this Agreement, insurance in the amounts and coverages and subject to the terms specified in Exhibits C and D accordingly.

B. Architect/Design Professional Contract.

1. TPL's contract with the architect or design professional it hires to design the Project ("Architect") shall include the following terms and conditions:

- a. Insurance. Architect shall maintain in force, during the full term of its agreement, insurance in the amounts and coverages specified in Exhibit C, and name as an additional insured the City and County of San Francisco, its Officers, Agents, and Employees for those policies where additional insureds coverage is available.
- b. Code Compliance. The Architect shall comply with requirements of applicable codes, regulations, and current written interpretation thereof published and in effect during the Architect's services. Where there is an irreconcilable discrepancy between any of the above mentioned codes and regulations, the Architect shall identify to RPD the irreconcilable discrepancy, exercise a professional standard of care in determining which code or regulation governs, and provide RPD with the basis for its determination. The Architect shall be responsible to identify, analyze and report to the City on pending changes to codes and regulations that would reasonably be expected to affect the design of the Project, including pending changes to the California building codes and San Francisco Building Code and other amendments
- c. Standard of Performance. The Architect shall acknowledge and agree that its services under the agreement shall be performed in accordance with the professional standard of care applicable to the design and construction of projects of similar size and complexity in the San Francisco Bay Area.

6. **Indemnification.** Each party agrees to waive claims against and indemnify the other party as follows:

6.1 TPL agrees to defend, 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 TPL, its officers, directors, employees, agents, contractors or subcontractors, in connection with this Agreement, except those arising by reason of the sole negligence of the City Indemnitees.

6.2 City agrees to defend, indemnify and hold harmless TPL, its officers, directors, employees and agents ("TPL Indemnitees"), 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, except those arising by reason of the sole negligence of TPL Indemnitees.

6.3 In the event of concurrent negligence of the City Indemnitees and the TPL Indemnitees, 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.

6.4 TPL's and City's respective obligations under this Section shall survive the expiration or other termination of this Agreement.

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

Any response to an inquiry by a news or community organization to RPD or TPL in reference to the Project shall include a recommendation to contact the other Party. Neither TPL nor RPD shall issue a press release in regard to this Agreement without providing prior notice to the other party. To facilitate the execution of this Section, the City and TPL have each designated one person as a spokesperson with respect to this Agreement. All media contacts to RPD will be directed to the Director of Policy and Public Affairs at the address provided for RPD in Section 8 below. All media contacts to TPL will be directed to Tim Ahern at the address provided for TPL in Section 8 below.

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

8. **Early Termination and Notices.**

8.1 TPL may terminate this Agreement due to the City's failure to comply with any term of this Agreement (including all exhibits hereto) 30 days after having given the City notice of such failure, unless the City cures such failure to TPL's reasonable satisfaction

within such 30-day period, or a different reasonable timeframe mutually agreed upon by the Parties in writing.

8.2 The City may terminate this Agreement due to TPL failure to comply with any term of this AGREEMENT (including all exhibits hereto) 30 days after having given TPL notice of such failure, unless TPL cures such failure to the City's reasonable satisfaction within such 30-day period, or a different reasonable timeframe mutually agreed upon by the Parties in writing.

8.3 Notice of termination, and any other notices under this AGREEMENT, shall be provided to each Party at the addresses below. The Parties addresses for purposes of such notices are:

TRUST FOR PUBLIC LAND	SF RECREATION AND PARK DEPARTMENT
<p>Gilman Miller, Senior Counsel                      The Trust for Public Land - Western Division                      101 Montgomery Street, Suite 900                      San Francisco, CA 94104                      Tel: 415-800-5295                      Fax: 415-495-0541</p>	<p>Philip A. Ginsburg, General Manager                      SF Recreation &amp; Park Dep't                      501 Stanyan Street                      San Francisco, CA 94117</p>
<p>Tim Ahern, Senior Director, Media Relations                      The Trust for Public Land - Western Division                      101 Montgomery Street, Suite 900                      San Francisco, CA 94104                      Tel: 415-800-5177                      Fax: 415-495-0541</p>	<p>Sarah Madland, Dir. of                      Policy &amp; Public Affairs                      SF Recreation &amp; Park Dep't                      501 Stanyan Street                      San Francisco, CA 94117</p>
	<p><u>with a copy to RPD General Counsel</u>                      Office of the San Francisco City Attorney,                      General Government Team                      City Hall, Room 234                      1 Dr. Carlton B. Goodlett Place                      San Francisco, CA 94102</p>

9. **No Tobacco Advertising.** The Parties acknowledge and agree that no advertising of cigarettes or tobacco products is allowed on any real property owned by or under the control of the City, including the property, which is the subject of this Agreement. This prohibition includes the placement of the name of a company producing, selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This prohibition does not apply to any advertisement sponsored by a state, local or nonprofit entity designed to communicate the health hazards of cigarettes and tobacco products or to encourage people not to smoke or to stop smoking.
10. **Miscellaneous.**
- a. This Agreement (including the Exhibits hereto, which are incorporated herein by reference) contains the entire understanding between the Parties as of the date of this Agreement, and all prior written or oral negotiations, discussions, understandings and agreements are merged herein.
  - b. All actions described herein including but not limited to the feasibility study and concept design for the Project Site 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.
  - c. Except as expressly provided to the contrary, all approvals, consents and determinations to be made by the City hereunder may be made by the General Manager of RPD or his or her designee in his or her sole and absolute discretion.
  - d. This Agreement is subject to the budget and fiscal provisions of the City's Charter.
11. **Amendments.** The Parties may enter into additions, amendments, or other modifications to this Agreement (including, without limitation, preparation of any or all of its exhibits) that the Recreation and Park Department's General Manager, in consultation with the City Attorney, determines are in the best interest of the City, do not materially decrease the benefits of the Agreement to the City, do not materially increase the obligations or liabilities of the City, do not authorize the performance of any activities without pursuing all required regulatory and environmental review and approvals, and are necessary or advisable to complete the transactions which the Agreement contemplates and effectuate the purpose and intent of this Agreement. Any other additions, amendments, or modifications require approval from the Recreation and Park Commission.

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

APPROVED:



Philip A. Ginsburg  
General Manager  
Recreation and Park Department

10-2-2018  
Date



Gilman Miller  
Senior Counsel  
Trust for Public Land

10-1-2018  
Date

APPROVED AS TO FORM:

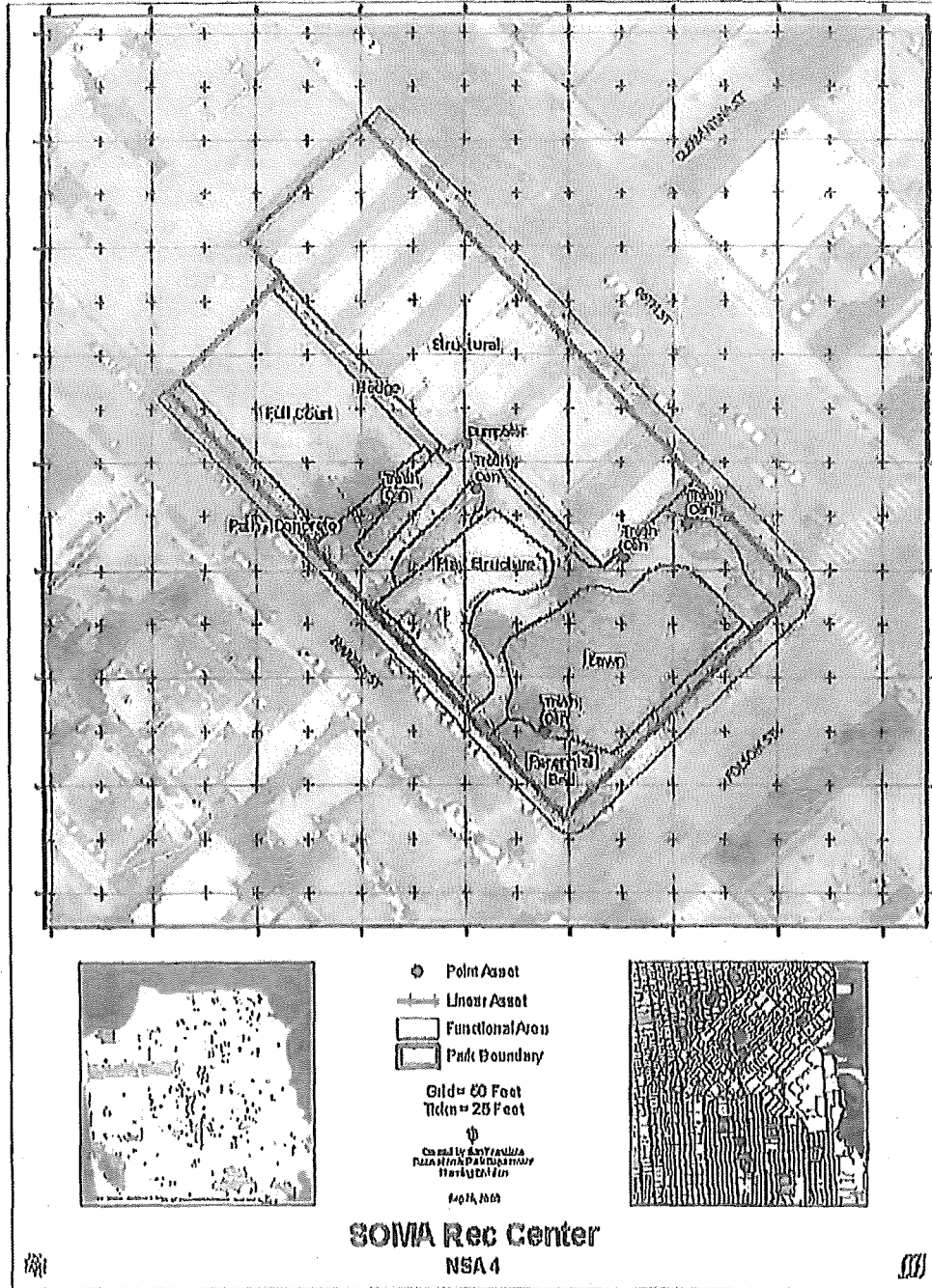
DENNIS J. HERRERA  
CITY ATTORNEY

By:   
Deputy City Attorney

Attachments:

- Exhibit A – Map Showing Project Location
- Exhibit B – Preliminary Project Timeline
- Exhibit C – Architect Insurance Requirements
- Exhibit D – TPL Insurance Requirements

**EXHIBIT A:  
MAP SHOWING PROJECT LOCATION**





**EXHIBIT B:  
Preliminary Project Timeline**

**EXHIBIT C:**  
**Architect's Insurance Requirements**

(a) Without in any way limiting TPL and Architect's liability pursuant to the "Indemnification" section of this Agreement, Architect shall maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(i) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(ii) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(iii) 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.

(iv) Professional liability insurance, applicable to Architect's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

(b) Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(i) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(ii) 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.

(iii) 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.

(c) Regarding Workers' Compensation, Architect hereby agrees to waive subrogation which any insurer of Architect may acquire from Architect by virtue of the payment of any loss. Architect 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 for all work performed by the Architect, its employees, agents and consultants.

(d) 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. Notwithstanding anything to the contrary in this Agreement, upon the lapse of any required insurance coverage, RPD shall have the right to terminate this Agreement upon Seven (7) days' prior written notice to TPL. Architect shall be responsible, at its expense, for separately insuring Architect's personal property

(e) Should any of the required insurance be provided under a claims-made form, Architect 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.

(f) 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.

(g) 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.

(h) Before commencing any operations under this Agreement, Architect 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.

(i) Approval of the insurance by City shall not relieve or decrease the liability of Architect hereunder.

(j) If a subcontractor will be used to complete any portion of this Agreement, the Architect shall ensure that the consultant shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Architect listed as additional insureds.

**EXHIBIT D:**  
**TPL's Insurance Requirements**

(a) Without in any way limiting TPL's liability pursuant to the "Indemnification" section of this Agreement, TPL shall maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(i) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(ii) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, Including Contractual Liability, Personal Injury, Products and Completed Operations; and

(iii) 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.

(iv) Professional Liability Insurance, applicable to TPL's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

(b) Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(i) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(ii) 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.

(c) 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. Regarding Workers' Compensation, TPL hereby agrees to waive subrogation which any insurer of TPL may acquire from TPL by virtue of the payment of any loss. TPL 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 for all work performed by TPL, its employees, agents and consultants.

(d) 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. Notwithstanding anything to the contrary in this Agreement, upon the lapse of any required insurance coverage, RPD shall have the right to terminate this Agreement upon Seven (7) days' prior written notice to TPL. TPL shall be responsible, at its expense, for separately insuring TPL's personal property.

(e) Should any of the required insurance be provided under a claims-made form, TPL 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.

(f) 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.

(g) 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.

(h) Before commencing any operations under this Agreement, TPL 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.

(i) Approval of the insurance by City shall not relieve or decrease the liability of TPL hereunder.

(j) If a subcontractor will be used to complete any portion of this Agreement, TPL shall ensure that the consultant shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and TPL listed as additional insureds.

RECREATION AND PARK COMMISSION  
City and County of San Francisco  
Resolution No. 1501-004

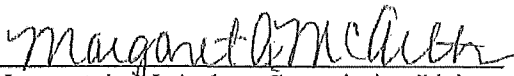
EUGENE FRIEND RECREATION CENTER  
AGREEMENT WITH THE TRUST FOR PUBLIC LAND

**RESOLVED**, That this Commission does: 1) approve an agreement between the City and County of San Francisco and the Trust for Public Land (TPL) under which TPL will provide the Recreation and Park Department (RPD) a grant including in-kind services with an estimated value of \$310,000 to develop a Feasibility Study and Concept Design for the Eugene L. Friend Recreation Center and cash in the amount of \$50,000 to support RPD Project Management services; and 2) recommend that the Board of Supervisors authorize RPD to accept and expend the grant.

Adopted by the following vote:

Ayes	5
Noes	0
Absent	2

I hereby certify that the foregoing resolution  
was adopted at the Recreation and Park  
Commission meeting held on January 15, 2015.

  
Margaret A. McArthur, Commission Liaison



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

**TO:** Angela Calvillo, Clerk of the Board of Supervisors  
**FROM:** Nathan Tinclair, SF Recreation and Parks Partnerships  
**DATE:** January 28, 2019  
**SUBJECT:** Accept and Expend Grant Resolution for the Feasibility Study and Concept Design of Eugene L. Friend Recreation Center  
**GRANT TITLE:** Gene Friend Recreation Center Feasibility Study and Concept Design

---

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

- Proposed grant resolution; original signed by Department, Mayor, Controller
- Grant Information form, including disability access check list
- Project Budget
- Grant Agreement/ Memorandum of Understanding
- Rec Park Commission Resolution No. 1501-004

**Special Timeline Requirements:**

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

Name: Nathan Tinclair

Phone: 415-831-6842

Interoffice Mail Address: [nathan.tinclair@sfgov.org](mailto:nathan.tinclair@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).

OFFICE OF THE MAYOR  
SAN FRANCISCO



LONDON N. BREED  
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors  
FROM: Kanishka Karunaratne Cheng *KKC*  
RE: Accept and Expend In-Kind Grant – Trust for Public Land – Gene Friend  
Recreation Center Feasibility Study and Concept Design – \$520,500  
DATE: February 26, 2019

---

**Resolution retroactively authorizing the Recreation and Park Department to accept and expend a grant of up to \$520,500 from the Trust for Public Land for a feasibility study and concept design for improvements to the Eugene L. Friend Recreation Center (“Gene Friend Recreation Center”) for the project term of October 2<sup>nd</sup>, 2018 through March 31<sup>st</sup>, 2019.**

Please note that Supervisor Haney is a co-sponsor of this legislation.

Should you have any questions, please contact Kanishka Karunaratne Cheng at 415-554-6696.

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
2019 FEB 26 PM 2:03  
BY *[Signature]*