

File No. 250262

Committee Item No. 1

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

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date April 16, 2025

Board of Supervisors Meeting Date \_\_\_\_\_

#### Cmte Board

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input checked="" type="checkbox"/>	<input 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"/>	Youth Commission Report
<input type="checkbox"/>	<input type="checkbox"/>	Introduction Form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input type="checkbox"/>	<input type="checkbox"/>	MOU
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Grant Information Form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Grant Budget
<input type="checkbox"/>	<input type="checkbox"/>	Subcontract Budget
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract/Agreement
<input checked="" 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)

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>REC Commission Resolution No. 2502-007 2/20/2025</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>REC Presentation 4/16/2025</u>
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
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<input type="checkbox"/>	<input type="checkbox"/>	_____

Completed by: Brent Jalipa Date April 10, 2025

Completed by: Brent Jalipa Date \_\_\_\_\_

1 [Accept and Expend Grant - Wu Yee Children's Services - Tenderloin Recreation Center  
2 Children's Playground Improvements Project - Valued Approximately \$1,125,000]

3 **Resolution authorizing the Recreation and Park Department to enter into a Grant**  
4 **Agreement with Wu Yee Children's Services to accept and expend cash and/or in-kind**  
5 **grants from Wu Yee Children's Services valued at approximately \$1,125,000 for the**  
6 **Tenderloin Recreation Center Children's Playground Improvements Project, effective**  
7 **upon approval of this Resolution, and shall expire once the Grant has been expended**  
8 **and the Project is complete; and authorizing the General Manager of the Recreation**  
9 **and Park Department to enter into amendments or modifications to the Grant**  
10 **Agreement provided they do not materially increase the obligations or liabilities of the**  
11 **City and are necessary to effectuate the purposes of the Project or this Resolution.**  
12

13 WHEREAS, The City, through the Recreation and Park Department (RPD) operates  
14 and maintains certain real property that is commonly referred to as Tenderloin Recreation  
15 Center (TRC), located at 570 Ellis Street; and

16 WHEREAS, Wu Yee Children's Services (Wu Yee) offers quality childcare to San  
17 Francisco's diverse communities and families; and

18 WHEREAS, Wu Yee manages 12 childcare sites throughout the city of San Francisco;  
19 one of which is the Golden Gate Learning Center; and

20 WHEREAS, Since this Center does not have an outdoor space, Wu Yee has a permit  
21 from RPD to use the outdoor space at TRC, approximately .3 miles from the Golden Gate  
22 Learning Center; and

23 WHEREAS, The TRC outdoor playspace is in need of renovations; and

24 WHEREAS, In order to help improve TRC's outdoor space, Wu Yee proposes to  
25 provide RPD with \$1,125,000 in cash and in-kind grants (Grant) for the design and

1 construction of the Tenderloin Recreation Center Children's Playground Improvements Project  
2 (Project); and

3 WHEREAS, These funds come from a \$1,000,000 Cal Fire Urban Community Forestry  
4 Green Schoolyards Child Care Grant that Wu Yee applied for in partnership with RPD; and a  
5 \$125,000 grant to Wu Yee from Head Start California; and

6 WHEREAS, The Grant terms prohibit including indirect costs in the grant budget; and

7 WHEREAS, The Grant will not require amending the Annual Salary Ordinance; and

8 WHEREAS, On February 20, 2025, the Recreation and Park Commission, by  
9 Resolution No. 2502-007, recommended that the Board of Supervisors authorize the  
10 Recreation and Park Department to accept and expend the Grant and approve the associated  
11 Grant Agreement; now, therefore, be it

12 RESOLVED, That the Board of Supervisors approves the Grant and authorizes the  
13 Recreation and Park Department General Manager to accept the Grant; 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 Department General Manager to enter into any modifications and amendments to the  
18 Grant or Grant Agreement including accepting and expending funds and in kind services that  
19 increase the total Grant value by up to 10% above the estimate stated in this Resolution,  
20 provided that the Recreation and Park General Manager determines, in consultation with the  
21 City Attorney, that any such modifications are in the best interests of the City, do not  
22 materially increase the obligations or liabilities of the City, are necessary or advisable to  
23 effectuate the purposes of the Grant, Grant Agreement or this Resolution, and are in  
24 compliance with all applicable laws, including the City's Charter; and, be it

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

4  
5 Recommended:

6  
7  
8 /s/

9  
10 Philip A. Ginsburg, General Manager  
11 Recreation and Park Department

12  
13  
14 Approved:

15  
16 /s/

17 Daniel Lurie, Mayor

Approved:

16 /s/

Greg Wagner, Controller



**File Number:** 250262  
(Provided by Clerk of Board of Supervisors)

**Grant Information Form**  
(Effective March 2005)

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: Tenderloin Recreation Center Children's Playground Improvements Project

2. Department: Recreation and Park Department

3. Contact Person: Abigail Maher Telephone: 415-831-2790

4. Grant Approval Status (check one):

☒ [X] Approved by funding agency

☐ [ ] Not yet approved

5. Amount of Grant Funding Approved or Applied for: \$1,125,000

6a. Matching Funds Required: \$0

b. Source(s) of matching funds (if applicable):

7a. Grant Source Agency: Wu Yee Children's Services

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

8. Proposed Grant Project Summary: The project will remove portions of asphalt, add trees planted in the ground and improve ADA access. The playground design will utilize natural materials and integrate nature exploration for an outdoor learning environment. The renovated playground and addition of pocket forest with outdoor classroom will be used by Wu Yee's Golden Gate program as an extension of the early childhood classroom fostering holistic development through a natural and stimulating environment.

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

Start-Date: upon approval by the Board of Supervisors End-Date: upon notice of substantial completion

10a. Amount budgeted for contractual services: \$0

b. Will contractual services be put out to bid? No

c. If so, will contract services help to further the goals of the department's MBE/WBE 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 ☒ [X] No

b1. If yes, how much? \$

b2. How was the amount calculated?

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):

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

12. Any other significant grant requirements or comments:

**\*\*Disability Access Checklist\*\***

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

☒ Existing Site(s)

☐ Existing Structure(s)

☐ Existing Program(s) or Service(s)

☐ Rehabilitated Site(s)

☐ Rehabilitated Structure(s)

☐ New Program(s) or Service(s)

☐ New Site(s)

☐ New Structure(s)

14. The Departmental ADA Coordinator and/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 access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

Comments: Comments: Compliance includes but is not limited to:

1. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the RPD Disability Access Coordinator (DAC) or the DPW DAC.
2. Having staff trained in how to provide reasonable modifications in policies, practices, and procedures.
3. Having auxiliary aids and services available in a timely manner to ensure communication access.

Departmental Disability Access Coordinator: John Romaidis, CASp

DocuSigned by:

*John Romaidis* 3/5/2025

Date Reviewed:

84D18CA9CC81420...

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

(Name)

(Title)

DocuSigned by:

*Philip A. Ginsburg*

3/5/2025

AF27F6596709494...

(Signature)

Date

**GRANT ACCEPTANCE AGREEMENT**  
Between Wu Yee Children's Services  
and the San Francisco Recreation and Park Department  
regarding the  
Tenderloin Recreation Center Children's Playground Improvements Project

This Grant Acceptance Agreement (the "Agreement") is entered into by and between Wu Yee Children's Services ("Wu Yee"), and the City and County of San Francisco ("City") acting through its Recreation and Park Department ("RPD"), collectively referred to herein as the "Parties."

**RECITALS**

WHEREAS, RPD operates and maintains certain real property owned by the City that is commonly referred to as Tenderloin Recreation Center ("TRC"), located at 570 Ellis Street in San Francisco, California; and

WHEREAS, Wu Yee, a nonprofit organization, offers quality childcare to San Francisco's diverse communities and families; and

WHEREAS, RPD has issued Wu Yee those certain Permits (Nos. R105022 for calendar year 2025 and R105023 for calendar year 2026) to use the TRC once per week for two hours for preschool playground access and, as such, Wu Yee has a significant interest in the quality, appearance and functionality of the improvements at the TRC; and

WHEREAS, Wu Yee proposes to provide RPD a Grant valued at no more than \$1,125,000 ("Grant") in the form of cash and in-kind grants of design services for the Bringing Nature to the Tenderloin Recreation Center Improvement Project (the "Project"); and

WHEREAS, Wu Yee intends to fund the Grant via a grant it received from the State of California, Department of Forestry and Fire Protection ("Cal Fire") in the amount of \$1,000,000 for the Project (Grant Agreement 8GA23425 with Cal Fire on June 12, 2024), and via a grant from Head Start in the amount of \$125,000, all subject to the terms and conditions set forth in this Agreement;

WHEREAS, a preliminary design for the Project is attached as Exhibit A, however, approval of this Agreement shall not constitute approval of a concept plan for the Project, which shall require approval by Wu Yee and the Recreation and Park Commission following community outreach and any required environmental review; and

WHEREAS, On \_\_\_\_\_, the Board of Supervisors on recommendation of the Recreation and Park Commission (RPC Resolution No.2502-007) adopted Board Resolution No. \_\_\_\_\_, to approve this Grant Agreement and to authorize RPD to accept and expend the Grant; and

NOW, THEREFORE, subject to and effective upon the execution of this Agreement by the Parties (the "Effective Date"), the Parties agree as follows:

1. **Term.** This Agreement shall become effective upon full execution and delivery hereof by the Parties, and shall expire once the Grant has been expended and the Project is complete.
2. **Project Budget and Schedule.** The parties intend that the Project be completed based on the preliminary schedule and budget attached as Exhibits B and C. The parties shall periodically review the Budget and Schedule and may update them from time to time upon in writing by mutual agreement. No party shall be obligated to make up any funding shortfall, unless expressly agreed to by such party in writing.

In addition, this Agreement is subject to the budget and fiscal provisions of the City's Charter. If funds required for any of City's or RPD's responsibilities under this Agreement are not appropriated for any portion of a fiscal year, then City may immediately terminate this Agreement without penalty, liability, or expense of any kind by written notice to Wu Yee. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Wu Yee's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

3. **[Reserved]**

4. **Grant.** Subject to its receipt of funding from Cal Fire and Head Start as set forth in the Recitals, Wu Yee shall provide the Grant through a combination of cash grants and in-kind grants of professional design services, consistent with the Project Budget agreed to by the Parties. In each case the Parties shall comply with the following requirements. Notwithstanding the foregoing or anything contained in this Agreement, Wu Yee's grant contained in this Agreement shall be subordinate and subject to the terms and conditions of the grants made by each of Cal Fire and Head Start to Wu Yee, and Wu Yee shall only have an obligation to make a grant to the City and RPD pursuant to this Agreement if and to the extent that Wu Yee actually receives grant funds from Cal Fire and Head Start, as applicable.

4.1 **Cash Grant.**

a. **Delivery of Grant.** Wu Yee shall use the Grant funds to reimburse RPD and itself for Project expenses as set forth in the approved Project Budget, and consistent with the terms of its agreements with Cal Fire and Head Start. But the parties understand and acknowledge that Wu-Yee's reimbursement to RPD is contingent on approval by Cal Fire or Head Start. Subject to those approvals, Wu-Yee shall reimburse RPD for the Project Expenses. Subject to the foregoing, disbursements to RPD shall be paid within \_\_\_\_ days of receipt of a reimbursement request.

b. **Recordkeeping.** RPD shall be responsible for maintaining records which fully document the goods and services funded by the Grant for period of three years after completion of the Project. Adequate documentation of each transaction shall be maintained to permit the

determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures charged to Grant funds. If an audit occurs, all such records shall be retained for at least one additional year. Wu Yee may, at its own expense and on reasonable notice to RPD, review these records. In the case of disallowed expenditures related to this agreement that derived originally from Cal Fire, RPD will be fully responsible for reimbursing the State of California for the amount of disallowed expenditures, except to the extent the disallowance arises due to the sole negligence or intentional or willful misconduct of Wu Yee and/or Consultants, their officers, directors, employees and agents. The obligations of this paragraph shall survive the expiration of this agreement.

#### **4.2 In-Kind Grant – Professional Design Services.**

a. **Architect/Other Consultants.** Wu Yee may engage the services of licensed and insured architecture professionals (“Architects”), engineering professionals (“Engineers”), and other design and construction professionals as needed (e.g., independent construction management services, inspection and building commissioning services) – all collectively “Consultants” – to prepare conceptual, schematic, and detailed designs, construction documents, and technical specifications (“Project Documents”) for the Project consistent with the approved Project Budget, and to support the Project during construction. The Consultants and their respective scopes of work and schedules shall be approved in writing by the RPD Project Manager, such approval not to be unreasonably withheld, before the Consultants start work on the Project. Wu Yee’s contracts with the Consultants shall include the terms and conditions listed in Exhibit D, attached hereto. Upon such approval by the RPD Manager, Wu Yee shall disburse funds from the Cal Fire and Head Start grants (i) to reimburse the costs of such Consultants to the extent such costs are consistent with the Project budget and (ii) reasonable legal costs incurred by Wu Yee with respect to the Agreement and/or the Project.

b. **Project Documents.** The Project Documents shall bear the stamp and signature of the licensed design professional and shall be submitted to RPD for review prior to planned advertisement for bids for the construction of the Project. These reviews will include conceptual plan review and at a minimum three (3) internal review periods during the development of the project documents. Wu Yee shall provide all Project Documents to the RPD in both hard copy and digital format, which includes CADD files of the final construction documents. RPD shall have a non-exclusive license to use all Project Documents and any necessary drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, construction documents and/or designs developed for the Project.

#### **4.3 [Reserved]**

**4.4 Maintenance.** RPD shall be solely responsible for maintaining the Project and ensuring it remains in good condition, consistent with prevailing maintenance practices. Improvements shall remain at the Park through the term of this Agreement or for their useful life, in RPD’s sole discretion.

#### **5. Additional Responsibilities.**

- a. RPD shall use commercially reasonable efforts to design, develop, construct and complete the Project and to obtain all permits, approvals and entitlements necessary or desirable therefor;
  - b. RPD acknowledges receipt of a copy of the grants to Wu Yee from each of Cal Fire and Head Start, and RPD shall provide Wu Yee with all documents and information required of Wu Yee by each of such grants.
  - c. The parties will participate in regularly scheduled coordination meetings, including with the Architect and other contractors as needed, to develop a community outreach plan, a concept plan, and to complete the Project;
  - d. RPD will facilitate community meetings and use social media, postings, printed reports and other methods as appropriate to familiarize and engage the public with the Project;
  - e. RPD will coordinate necessary reviews and approvals for the design, permitting, and construction of the Project, including but not limited to environmental review, compliance with disability access laws, stormwater management ordinance compliance, hazardous materials inspections and monitoring, and geotechnical investigations and reports;
  - f. RPD will provide for the administration of a formal construction contract, in conformance with City requirements, to complete the Project;
  - g. On written request, RPD will provide all reports and other materials required or requested by Cal Fire and/or Head Start of Wu Yee pursuant to the terms and conditions of the grants from such entities.
  - h. RPD acknowledges receipt of the grant documents from Cal Fire and Head Start. Wu Yee will manage the submittal of all grant reports, scope and budget modification, and project close-out documents required to comply with Cal Fire and Head Start requirements, in consultation with and cooperation from RPD. The parties will cooperate in good faith on progress reports, site visits, and similar matters as needed to ensure compliance and timely disbursement of all Grant funding.
  - i. RPD will provide for suitable donor recognition for Wu Yees, subject to approval of the Recreation and Park Commission.
- 6. Indemnification.** Wu Yee shall defend, indemnify, and save harmless the City, its officers, agents and employees from any and all loss, expense, damage, injury, liability and claims thereof for injury to or death of any person, including employees and agents of Wu Yee or Consultants, or loss of or damage to property, resulting directly or indirectly from any activity conducted on or use of the Park by Wu Yee or Consultants, or their respective

agents, employees, volunteers under this Agreement, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except and to the extent where such loss, damage, injury, liability or claim is the result of the negligence or intentional or willful misconduct of the City, its officers, agents or employees.

City agrees to defend, indemnify and hold harmless Wu Yee, their officers, directors, employees and agents, from any and all acts, claims, omissions, liabilities and losses asserted by any third party arising out of acts or omissions of City, its officers, employees and agents in connection with this Agreement, except those arising by reason of the sole negligence or intentional or willful misconduct of Wu Yee and/or Consultants, their officers, directors, employees and agents.

In the event of concurrent negligence of the City, its officers, employees and agents, and Wu Yee and/or Consultants, their officers, directors, employees and agents, the liability for any and all claims for injuries or damages to persons and/or property shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified.

- 7. Insurance.** Wu Yee shall maintain at all times during its activities in the Park insurance described in the certificate attached hereto as **Exhibit F**, and to name the City and County of San Francisco, its officers, employees and agents as additional insureds. Before commencing any operations under this Agreement, Wu Yee shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement. Compliance with the provisions of this section shall in no way relieve or decrease Wu Yee's indemnification obligations under this Agreement or any of Wu Yee's other obligations hereunder.
- 8. Public Relations.** The Parties shall cooperate in good faith on matters of public relations and media responses related to the Project and/or this Agreement. Any response to an inquiry by a news or community organization to either Party in reference to the Project shall include a recommendation to contact the other Party. Neither Party shall issue a press release in regard to this Agreement without providing prior notice to the other party. To facilitate the performance of this Section, the Parties have each designated spokesperson(s) listed below under "Contacts". Nothing in this Agreement shall prohibit either Party from discussing this Agreement in response to inquiries from the public or the press. At a time and in a format to be determined by the Parties, RPD and Wu Yee may hold joint public ribbon cutting ceremonies at the completed sites. At any such event, the Parties shall participate on an equal basis. If RPD or Wu Yee holds any other event solely or largely dedicated to the Project such as a volunteer event, the Parties shall notify the other Party and allow that Party to participate on an equal basis. Materials and collateral for the Project shall be approved by RPD and Wu Yee.

## 9. Contacts/Notices

**RPD:** 501 Stanyan Street, San Francisco, CA 94117

Project Manager	Policy & Public Affairs	Park Service Area Manager	Partnerships
Keri Ayers	Sarah Madland	Allison McCarthy	Abigail Maher
Keri.Ayers@sfgov.org	Sarah.Madland@sfgov.org	Allison.Mccarthy@sfgov.org	Abigail.Maher@sfgov.org
(628) 652-6642	(415) 831-2740	(415) 802-5863	(415) 831-2790

**Wu Yee:** 827 Broadway Street, San Francisco, CA 94133

Interim Chief Executive Officer	Chief Financial Officer	Director of Early Learning	
Mark Ryle	Mark Tao	Cheryl Horney	
mark.ryle@wuyee.org	Mark.Tao@wuyee.org	Cheryl.Horney@wuyee.org	
(415) 677-0100	(415) 677-0100	(415) 677-0100	

**10. Sunshine Ordinance and Donor Disclosures.** Wu Yee understands and acknowledges that this Agreement, and any document between the Parties, shall be subject to the disclosure requirements of the City's Sunshine Ordinance and the California Public Records Act. In addition, with respect to the Project, Wu Yee agrees to disclose information regarding the amounts and sources of funding and donor financial interest information as set forth in Administrative Code Section 67.29-6, to provide a copy of all required reports and disclosures to RPD, and to provide all information requested by RPD to enable RPD to comply with its disclosure obligations.

**11. Termination.** Either Party may terminate this Agreement if it provides the other Party written notice of that Party's failure to comply with a material term of this Agreement, and that Party does not cure the failure to the complaining Party's reasonable satisfaction within 30 days or such other reasonable timeframe mutually agreed to by the Parties in writing. However, section 6 (Indemnification) and section 7 (Insurance) shall survive termination.

**12. Dispute Resolution.** In the event of a dispute under this Agreement, the Party claiming default shall first provide the other Party a written notice of default and a 30-day opportunity to cure. If the dispute is not resolved within 30 days or if the parties otherwise agree to waive the 30-cure day period, the dispute shall proceed to non-binding mediation. If the dispute is not resolved within 30 days of the mediation, the complaining Party may declare the other party in default. The Party claiming default shall then be entitled to exercise any right or remedy available at law or in equity which it may have by reason of such default including, but not limited to the right to monetary damages and specific performance to prevent or eliminate such default.



**13. Conflicts of Interest.** By executing this Agreement, Wu Yee certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement. For example, Wu Yee will notify RPD if it becomes aware that any RPD employee or officer participates in a decision in which the employee or officer, or a member of their family, has a financial interest. In addition, the Parties agree and acknowledge that Wu Yee's support of RPD, or lack thereof, shall have no bearing on and shall not be relevant towards any future contracting, leasing, or permitting decisions by RPD.

**14. Miscellaneous.**

a. **Entire Agreement.** This Agreement (including the Exhibits hereto, which are incorporated herein by reference) contains the entire understanding between the Parties as of the date of this Agreement, and all prior written or oral negotiations, discussions, understandings and agreements are merged herein.

b. **Compliance with Applicable Laws.** All actions described herein are subject to and must be conducted and accomplished in accordance with the City's charter, its municipal code, and all applicable state and federal laws, building codes and regulations. Wu Yee understands and agrees that RPD is entering into this agreement in its capacity as a property owner, and that nothing herein shall limit Wu Yee's obligations to obtain any required regulatory approvals from City departments, boards or commissions or other governmental regulatory authorities or limit in any way City's exercise of its police powers.

c. **Approvals.** Except as expressly provided to the contrary, all approvals, consents and determinations to be made by the City hereunder may be made by the General Manager of RPD or his or her designee in his or her sole and absolute discretion.

d. **Independent Relations.** Nothing herein contained shall be construed as creating the relationship of employer and employee between the City and Wu Yee or any of their respective agents or employees or Contractors. Wu Yee shall at all times be deemed an independent contractor and shall be wholly responsible for the manner in which it performs the duties required of it by the terms of this Agreement. Wu Yee has and hereby retains the right to exercise full control and supervision of its duties and full control of employment, direction, compensation and discharge of all persons assisting it in the performance this Agreement. Wu Yee will be solely responsible for all matters relating to payment and employment of employees of Wu Yee, including compliance with social security, withholding and all other regulations governing such matters. Nothing set forth in this Agreement shall be deemed to render the City a partner in Wu Yee's business, or a joint venture or member in any joint enterprise with Wu Yee.

e. **No Third Party Beneficiaries.** Except as expressly provided, nothing contained in this Agreement shall create or justify any claim against the City or Wu Yee by any third person

with respect to the performance of any duties or other projects being undertaken by Wu Yee or the City. The provisions of this Agreement are not intended to benefit any third party, and no third party may rely hereon.

f. **Amendments.** This Agreement may be amended or modified only in writing by the Parties. The RPD General Manager, in consultation with the City Attorney, may execute such amendments on behalf of the City, provided the amendments are in the best interests of the City, do not materially increase the City's obligations or liabilities, are necessary or advisable to effectuate the purposes of the Project, and are in compliance with all applicable laws.

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

APPROVED:

\_\_\_\_\_  
Monica Walters, CEO  
Wu Yee Children's Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phil Ginsburg, General Manager  
Recreation and Park Department

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

DAVID CHIU  
CITY ATTORNEY

By: \_\_\_\_\_  
Manu Pradhan  
Deputy City Attorney

Attachments:

Exhibit A: Project Description

Exhibit B: Preliminary Budget

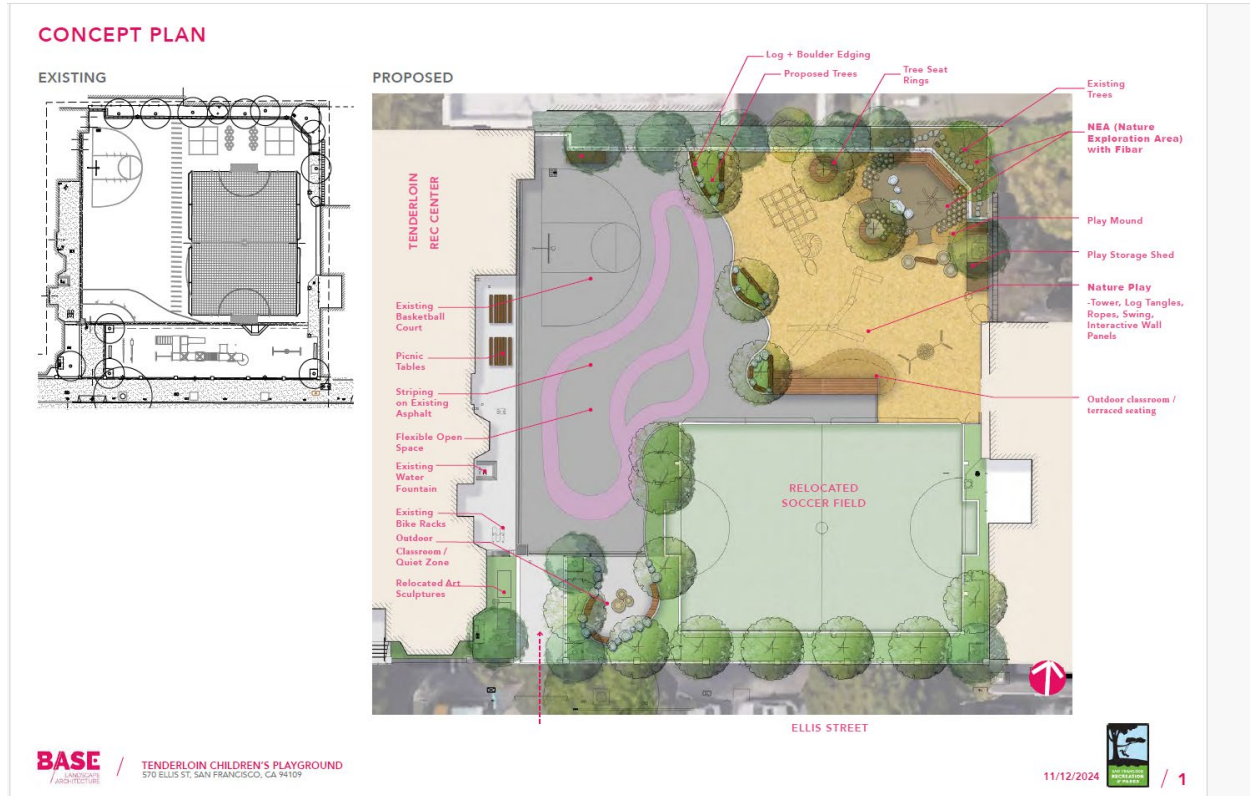
Exhibit C: Preliminary Schedule

Exhibit D: Design Professional Terms

Exhibit F: Wu Yee Insurance

Exhibit G: Grant Reporting and Reimbursement Schedule

## EXHIBIT A: PROJECT DESCRIPTION



The redesigned playground reorganizes the space for improved functionality, creativity and increased exposure to nature. The portable soccer court will move to the front, creating a buffer from the street, while the children's play area shifts to the rear for better supervision and privacy. Natural wood play structures, including a climbing tower and nest swing, and outdoor classroom areas will bring creative play and nature exploration to the space. A nature exploration area with carved logs and stump walls for jumping and balancing will expand into the existing planting zone. New trees and greenery will enhance the urban space, and a seating area near the entrance will accommodate smaller groups or outdoor activities.

Key updates include:

- Unified play area for climbing, swinging, and nature exploration
- Seating with clear views of the playground
- Relocated soccer court for street buffering
- ADA-compliant upgrades for path of travel
- New planting, irrigation, and site furnishings

## EXHIBIT B: PRELIMINARY PROJECT BUDGET

Sources:	\$1,770,000	RPD 2020 Bond
	\$405,000	KABOOM!
	\$1,000,000	CAL FIRE Grant via Wu Yee
	\$125,000	Head Start Grant via Wu Yee
Total Sources:	\$3,300,000	
Uses:	\$2,550,000	Hard Costs - RPD
	\$350,000	Soft Costs – RPD
	\$400,000*	Soft Costs – Wu Yee
Total Uses:	\$3,300,000	

\*Cal Fire reimbursements to Wu Yee for professional fees in the amount of approximately \$400,000, consistent with the budget approved by Cal Fire.

## EXHIBIT C: PRELIMINARY PROJECT SCHEDULE

### Project Schedule

<i><b>Phase</b></i>	<i><b>Start</b></i>	<i><b>End</b></i>
Planning	November 2022	July 2024
Design	July 2024	February 2025
Bid & Award	February 2025	June 2025
Construction	June 2025	March 2026

DRAFT

**EXHIBIT D**  
**DESIGN PROFESSIONALS**  
**REQUIRED CONTRACT TERMS**

1. Code Compliance.

Consultant shall comply with requirements of applicable codes, regulations, and current written interpretation thereof published and in effect during the Consultant's work on the Project. Where there is an irreconcilable discrepancy between any of the above-mentioned codes and regulations, the Consultant 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. In the event of changes in codes, regulations or interpretations during the course of the Project that were not and could not have been reasonably anticipated by the Consultant and which result in a substantive change to the plans, the Consultant shall not be held responsible for the resulting additional costs, fees or time, and shall be entitled to reasonable additional compensation for the time and expense of complying with the changes. The Consultant 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 changes to the California building codes and San Francisco Building Code and other amendments.

2. Standard of Performance

The Consultant shall perform its services in accordance with the professional standard of care applicable to the design and construction of projects of similar size and complexity in the San Francisco Bay Area.

3. Insurance

Consultant must maintain in force, during the full term of its Agreement with Wu Yee, insurance in the following amounts and coverages:

- A. Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness. Consultant hereby agrees to waive subrogation which any of its insurers may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City and Wu Yee for all work performed by the Consultant, its employees, agents and subconsultants.
- B. Commercial General Liability Insurance with limits not less than \$2,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.
- C. Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- D. Professional liability insurance with limits not less than \$2,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.
- E. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

1. Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees and Wu Yee, its Officers, Agents, and Employees.
  2. That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- F. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section.
  - G. Should any of the required insurance be provided under a claims-made form, Consultant shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.
  - H. Should any of the required insurance, be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
  - I. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
  - J. Before commencing any operations under this Agreement, Consultant shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.
  - K. Approval of the insurance by City and/or Wu Yee shall not relieve or decrease the liability of Consultant hereunder.

#### 4. Indemnity

- A. **Defense Obligations.** To the fullest extent permitted by law, Consultant shall, following a tender of defense from City, assume the immediate defense of (with legal counsel subject to approval of the City), the City, its boards, commissions, officers, and employees (collectively "Indemnitees"), from and against any and all claims, losses, costs, damages, expenses and liabilities of every kind, nature, and description including, without limitation, injury to or death of any person(s) and incidental and consequential damages (collectively "Damages"), court costs, attorneys' fees, litigation expenses, fees of expert consultants or witnesses in litigation, and costs of investigation (collectively "Litigation Expenses"), that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the alleged negligence, recklessness, or willful misconduct of Consultant, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities"). City will reimburse Consultant for the proportionate percentage of defense costs exceeding Consultant's proportionate percentage of fault as determined by a Court of competent jurisdiction.

- B. Indemnity Obligations. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Indemnitees from and against any and all Liabilities, including but not limited to those for Damages or Litigation Expenses.
- C. Copyright Infringement. Consultant shall also indemnify, defend and hold harmless all Indemnitees from all suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the City, or any of its boards, commissions, officers, or employees of articles, work or deliverables supplied in the performance of Services. Infringement of patent rights, copyrights, or other proprietary rights in the performance of this Agreement, if not the basis for indemnification under the law, shall nevertheless be considered a material breach of contract.
- D. Severability Clause Specific to Indemnification and/or Defense Obligations. To the extent any Court of competent jurisdiction or law invalidates any word, clause, phrase, or sentence herein that word, clause, phrase, or sentence, and no other portion, shall be deemed removed from this section. All other words, clauses, phrases and/or sentences remain enforceable to the fullest extent permitted by law.

5. Third Party Beneficiary

The City shall be named as a third party beneficiary in the Consultant Agreement.



**EXHIBIT F**  
**WU YEE INSURANCE**

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

A. Workers' 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, \$2,000,000 General Aggregate, Combined Single Limit for Bodily Injury and Property Damage. Comprehensive General Liability policies shall be endorsed to name the City and County of San Francisco, its Officers, Agents, and Employees as Additional Insureds. Such policies shall also be endorsed to state that they are the primary insurance over any other insurance available to the Additional Insureds with respect to any claims arising under the Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.



April 16, 2025

## Budget and Finance Committee Accept and Expend Grant

KABOOM! Children's Playspaces Improvements  
\$5,000,000







# Nature Exploration Area At Heron's Head Park

Kid-designed and constructed out of repurposed natural materials like logs, stumps, and boulders, the [Heron's Head NEA](#) invites discovery and play.

- Awarded UNICEF Inspire awards.





# What is a Nature Exploration Area?

- A space that encourages people of all ages to engage with natural elements including tree trunks, boulders, and loose natural parts.
- A place where kids ARE encouraged to touch and climb, balance on tree trunks, jump from stump to stump, and use branches, leaves and pine cones to create... whatever their imagination conjures.
- A place to enjoy childhood experiences such as fort building, playing in mud, scrambling on rocks and logs that are getting harder to come by in cities.
- A way of inspiring lifelong connections with nature.







# 25 in 5 Initiative in San Francisco

*“Every child, in every neighborhood, should have the chance to play and explore in nature. Research tells us that being in nature improves our mental and physical health, reduces stress, and even helps heal trauma. All San Franciscans should have access to these health benefits.”*

— Former Mayor London Breed





# Our Bold Goal: Address Playspace Inequity in 25 Places in 5 Years



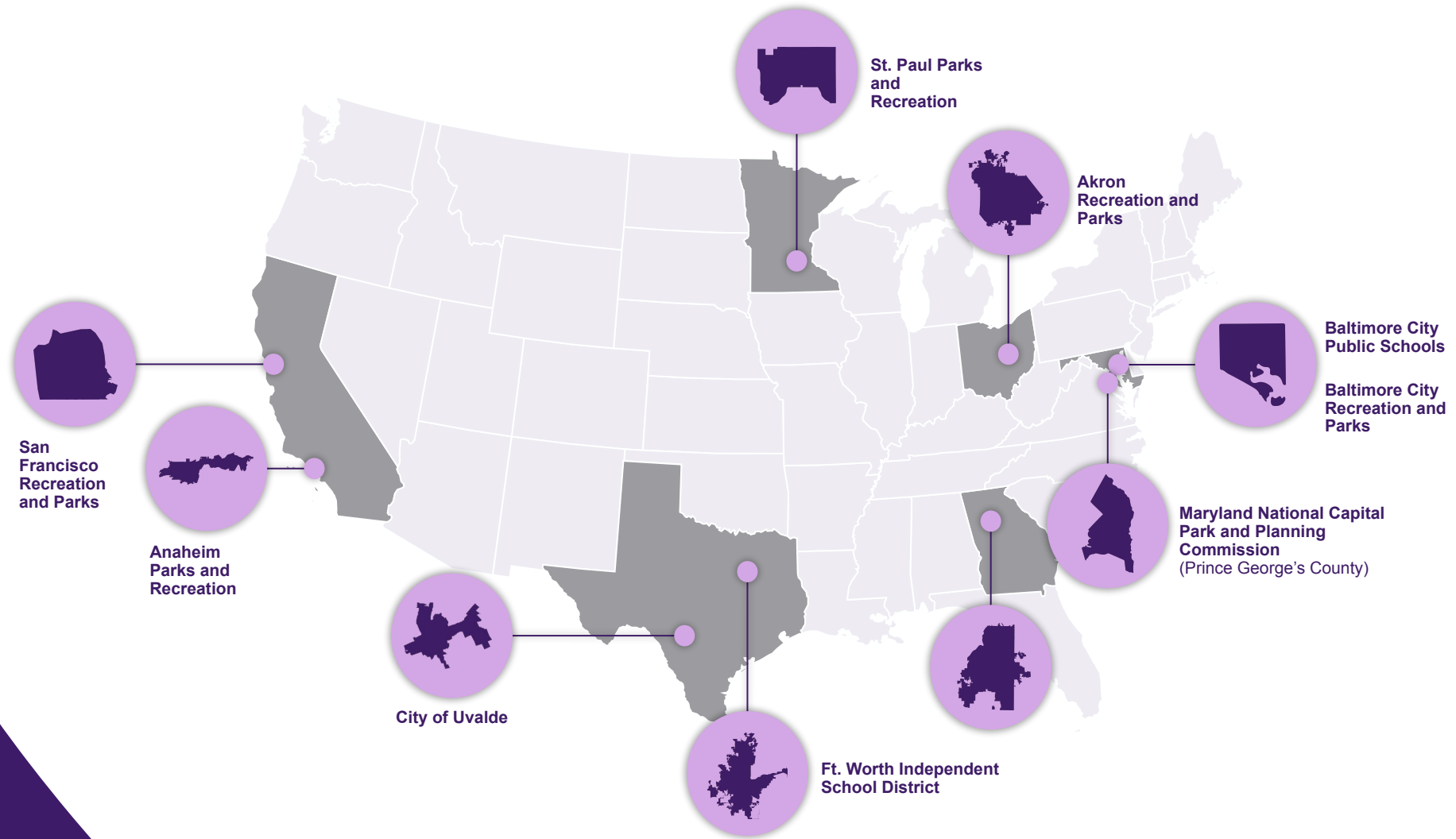
Through the 25 in 5 Initiative, KABOOM! will:

- **Build** partnerships with municipalities, nonprofits, and other organizations that provide a network of playspaces where kids live and learn
- **Identify and address** playspace inequities within those systems
- **Measure** the impact of our work to understand how we strengthen community connection and improve childhood well-being
- **Create a roadmap to end playspace inequity across the country**



# Our Bold Goal: End Playspace Inequity in 25 Places in 5 Years

Through our 25 in 5 Initiative, KABOOM! has established key partnerships with school districts and park systems to identify and address playspace inequities within those systems.



# Reaching Disadvantaged Communities

Rec Park and KABOOM! have teamed up to deliver an ambitious goal of creating up to 8 nature exploration areas and nature based play spaces.

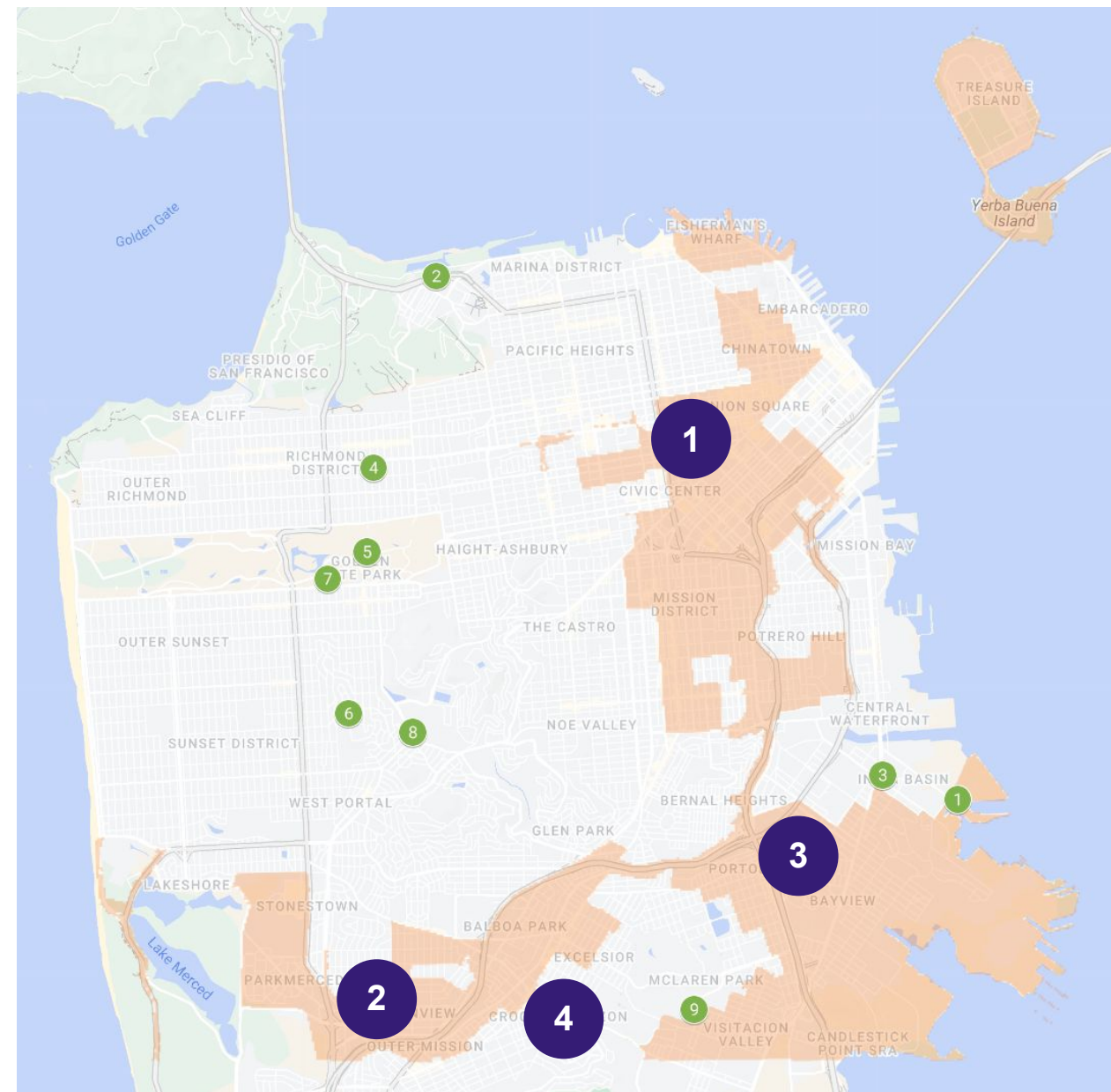
The projects will be rolled out in 2 phases.

**Phase 1** - \$2.5 million in Rec and Park public funding (stemming from 2020 Bond) + \$2.5 million in KABOOM! private funding these four projects:

1. Tenderloin Children's Playground, District 5, Tenderloin
2. Randolph and Bright Mini Park, District 11, OMI
3. Silver Terrace Playground, District 10, Bayview
4. Crocker Amazon Purple Playground, District 11, Excelsior

**Phase 2** - \$2.5 million in Rec and Park public funding + \$2.5 million in KABOOM! private funding for projects ranging up to four additional sites, still to be determined.

Equity metrics and other factors, such as lower access to nearby nature and analysis of facility condition were taken into consideration in selecting sites.



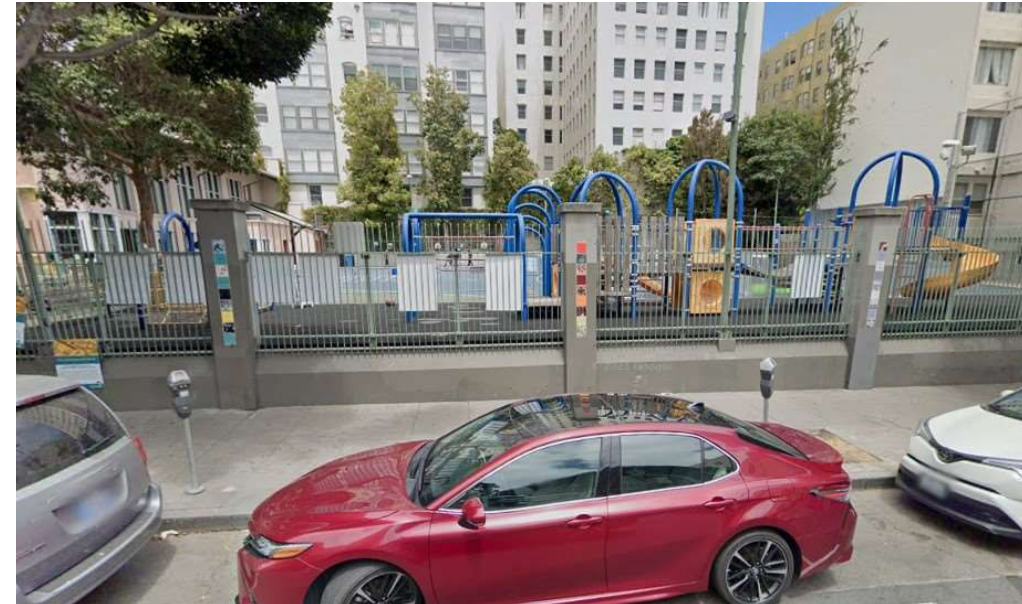
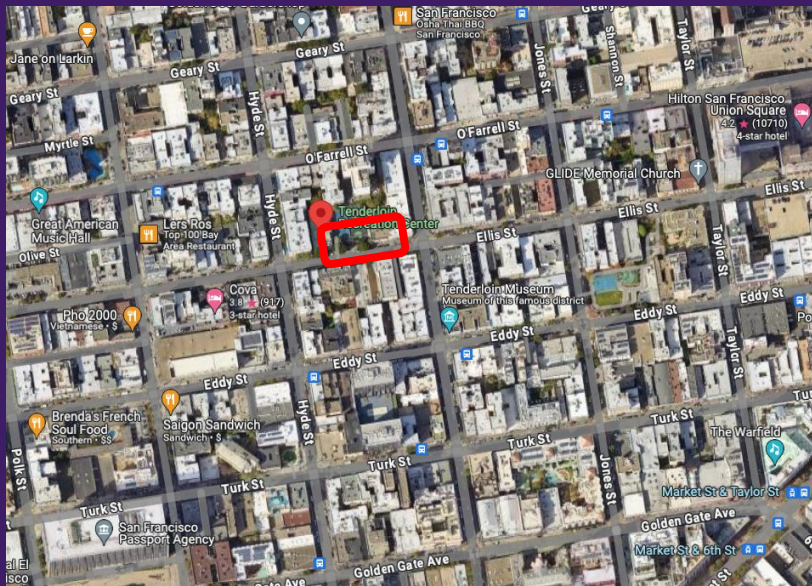
Environmental Justice Communities:  
low-income areas with a  
disproportionate burden of  
environmental hazards such as higher  
pollution



# Tenderloin Rec Center

Located in the heart of a dense, urban environment, the worn out playground serves about 3,800 children living in the neighborhood.

We plan to remove asphalt to make room for a new nature based playspace with planting areas, a pocket forest, and an outdoor classroom.

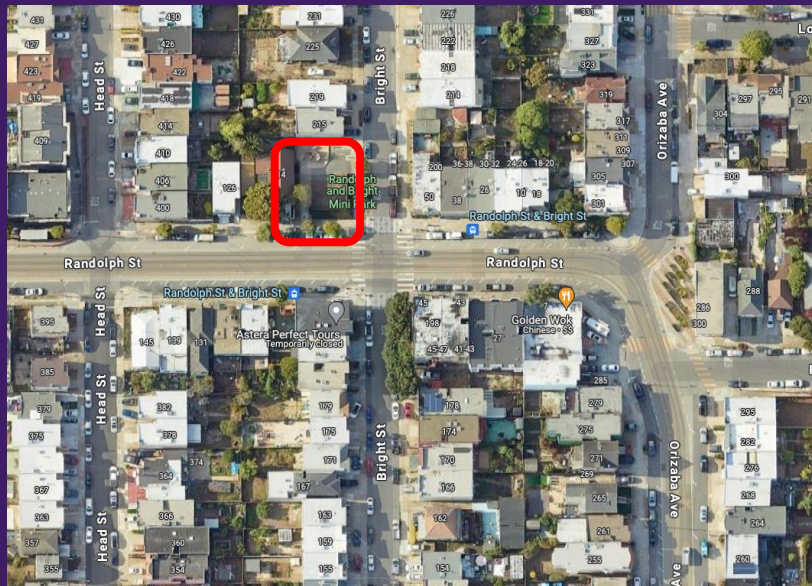




# Randolph & Bright Mini Park

Last renovated in 1992, the community can't wait to break ground on a bold, new nature exploration area.

In November 2021, community volunteers installed artwork, native plants, and a pop-up nature exploration area. They host regular cleanups and preschool groups frequent the park for nature play days.



5/11 | Community Design Jam

*“We live really close to it but don't use it because there are often adults hanging out at the play structure and it's pretty run down. It would be great to have an updated kids play area.”*

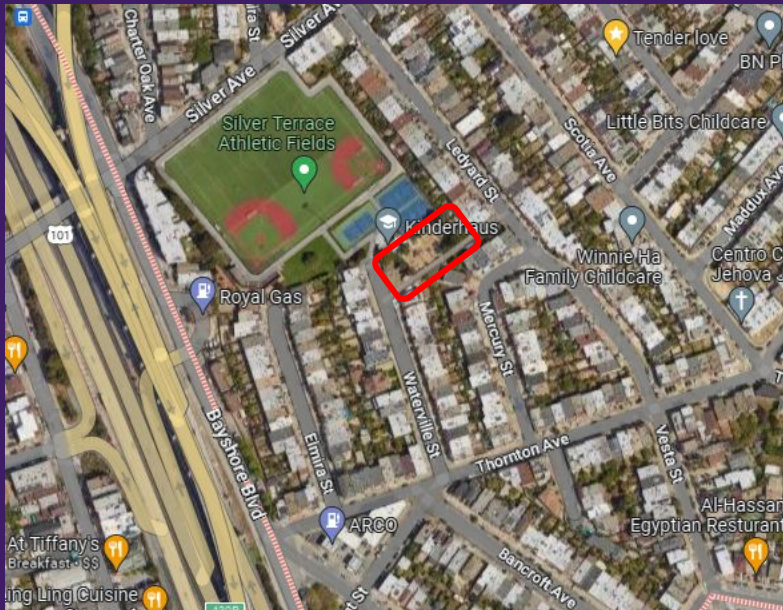
*-neighbor*



# Silver Terrace Playground

The community and onsite preschool are eager to replace the aging equipment with a nature exploration area and expand the nature play space to include an unused area adjacent to the playground.

This site - situated between 2 major freeways and a residential neighborhood - has limited access to nearby nature.



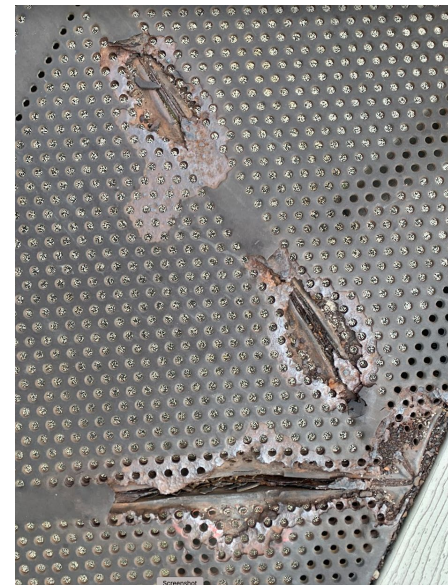
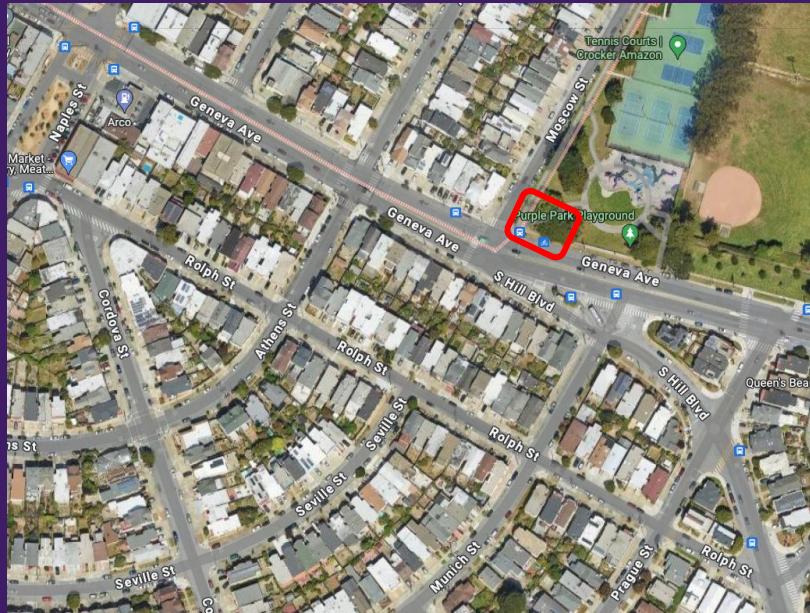
1/20 | Community Design Jam

*We love the sand and the "forest" area for children to play in freely and connected to sensory and nature explorations. Any forest inspired nature elements would compliment the way children play here. Our hope is that new structures won't be made out of plastic and that we will still have a lot of free room to play unstructured. - neighbor*



# Crocker Amazon Purple Playground

An aging playground that needs urgent upgrades in a busy park. Community outreach will help drive a plan for a new, creative nature based playspace for the thousands of children in the neighborhood.





# Honoring Partners and Donors

Rec Park and KABOOM! have contemplated recognizing donors at each of the playspace sites. We plan to work together to determine the level of giving to be recognized on site signage. This is the existing sign in the Heron's Head Park Nature Exploration Area (NEA) is an example of the type of sign under consideration for donor recognition.

This sign includes partner logos and a narrative about the philanthropic support. Per Rec Park policy the sign might include not for profit logos but not corporate or for-profit logos.

This kid-inspired Nature Exploration Area was made possible through the funding and volunteer power of Kaiser Permanente, the San Francisco Recreation and Parks Department, the Port of San Francisco, KABOOM!, and this community.







KABOOM! and the San Francisco Recreation and Park Department are partnering on an ambitious \$10 million plan to address gaps in access to **quality, nature-rich children's playspaces in communities that disproportionately lack resources.**

KABOOM! is leading the fundraising campaign with a goal of \$5 million, with the City matching that amount, to improve up to 8 playspaces playgrounds.





Rec Park and KABOOM! believe all children & youth growing up in the city should have the same opportunities to PLAY, LEARN, and GROW in NATURE.





**Accept and Expend Grant – Wu Yee Children’s Services – Tenderloin Recreation Center  
Children’s Playground Improvements Project \$1,125,000**

Sources:	\$1,770,000	RPD 2020 Bond
	\$405,000	KABOOM!
	\$1,000,000	CAL FIRE Grant via Wu Yee
	\$125,000	Head Start Grant via Wu Yee
Total Sources:	\$3,300,000	
Uses:	\$2,550,000	Hard Costs - RPD
	\$350,000	Soft Costs – RPD
	\$400,000*	Soft Costs – Wu Yee
Total Uses:	\$3,300,000	

\*Cal Fire reimbursements to Wu Yee for professional fees in the amount of approximately \$400,000, consistent with the budget approved by Cal Fire.



**RECREATION AND PARK COMMISSION**  
**City and County of San Francisco**  
**Resolution Number 2502-007**

**TENDERLOIN RECREATION CENTER IMPROVEMENTS – GRANT  
ACCEPT AND EXPEND AND GRANT AGREEMENT**

**RESOLVED**, This Commission does recommend that the Board of Supervisors (1) authorize the Department to accept and expend cash and/or in-kind grants from Wu Yee Children's Services valued at approximately \$1,125,000 for improvements to the Tenderloin Recreation Center outdoor play space; and (2) approve the associated grant agreement.

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 February 20, 2025.



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Ashley Summers, Commission Liaison



## San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

[ethics.commission@sfgov.org](mailto:ethics.commission@sfgov.org) . [www.sfethics.org](http://www.sfethics.org)

Received On:

File #: 250262

Bid/RFP #:

### Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

#### 1. FILING INFORMATION

<b>TYPE OF FILING</b>	<b>DATE OF ORIGINAL FILING (for amendment only)</b>
Original	
<b>AMENDMENT DESCRIPTION – Explain reason for amendment</b>	

#### 2. CITY ELECTIVE OFFICE OR BOARD

<b>OFFICE OR BOARD</b>	<b>NAME OF CITY ELECTIVE OFFICER</b>
Board of Supervisors	Members

#### 3. FILER'S CONTACT

<b>NAME OF FILER'S CONTACT</b>	<b>TELEPHONE NUMBER</b>
Angela Calvillo	415-554-5184
<b>FULL DEPARTMENT NAME</b>	<b>EMAIL</b>
Office of the Clerk of the Board	Board.of.Supervisors@sfgov.org

#### 4. CONTRACTING DEPARTMENT CONTACT

<b>NAME OF DEPARTMENTAL CONTACT</b>	<b>DEPARTMENT CONTACT TELEPHONE NUMBER</b>
Abigail Maher	4158312790
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
REC Recreation and Park Department	abigail.maher@sfgov.org

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> Wu Yee Childrens Services	<b>TELEPHONE NUMBER</b> 4156770100
<b>STREET ADDRESS (including City, State and Zip Code)</b> 1435 Stockton, San Francisco, CA	<b>EMAIL</b> mark.ryle@wuyee.org

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b>	<b>FILE NUMBER (If applicable)</b> 250262
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> \$1,250,000		
<b>NATURE OF THE CONTRACT (Please describe)</b> This is a grant donation to the City. Wu Yee Childrens Services is providing a grant to the Recreation and Park Department to improve the Tenderloin Recreation Center outdoor playspace.		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

# **9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Ryle	Mark	CEO
2	Calvit	Easter	Other Principal Officer
3	Chargualaf	Nadia	Other Principal Officer
4	Horney	Cheryl	Other Principal Officer
5			
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**9. AFFILIATES AND SUBCONTRACTORS**

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#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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### 9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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40			
41			
42			
43			
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49			
50			

☐ Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.

### 10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

**I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

**SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK**

**DATE SIGNED**

BOS Clerk of the Board

Daniel Lurie, Mayor



Kat Anderson, Commission President  
Philip A. Ginsburg, General Manager

**TO:** Angela Calvillo, Clerk of the Board of Supervisors

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

**DATE:** March 10, 2025

**SUBJECT:** Accept and Expend Grant – Wu Yee Children’s Services –  
Tenderloin Recreation Center – \$1,125,000

**GRANT TITLE:** Tenderloin Recreation Center Children’s Playground  
Improvements Project

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Attached please find the original of each of the following:

- \_\_\_ Grant resolution; original signed by Department, Controller, Mayor
- \_\_\_ Grant Information Form, including disability check list
- \_\_\_ Grant Budget
- \_\_\_ Award Letter or Agreement
- \_\_\_ Recreation and Park Commission Resolution

Special Timeline Requirements: We would like legislation introduced as soon as possible due to a tight timeline as set forth by the State’s Cal Fire Grant requirements.

The grant will be used to renovate the outdoor playspace in the Tenderloin Recreation Center.

Departmental representative to receive copy of the adopted resolution:

Name: Abigail Maher Phone: 831-2790

Interoffice Mail Address: [Abigail.maher@sfgov.org](mailto:Abigail.maher@sfgov.org)

Certified copy required: Yes ☐ No ☒



(Note: certified copies have the seal of the City/County affixed and are occasionally required by funding agencies. In most cases ordinary copies without the seal are sufficient.)



OFFICE OF THE MAYOR  
SAN FRANCISCO



DANIEL LURIE  
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors  
FROM: Adam Thongsavat, Liaison to the Board of Supervisors  
RE: [Accept and Expend Grant – Wu Yee Children’s Services – Tenderloin Recreation Center  
Children’s Playground Improvements Project \$1,125,000]  
DATE: March 18, 2025

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Resolution authorizing the Recreation and Park Department to enter into a Grant Agreement with Wu Yee Children’s Services; and to accept and expend cash and/or in-kind grants from Wu Yee Children’s Services valued at approximately \$1,125,000 for the Tenderloin Recreation Center Children’s Playground Improvements Project; and authorizing the General Manager of the Recreation and Park Department to enter into amendments or modifications to the Grant Agreement provided they do not materially increase the obligations or liabilities of the City and are necessary to effectuate the purposes of the Project or this Resolution.

Should you have any questions, please contact Adam Thongsavat at [adam.thongsavat@sfgov.org](mailto:adam.thongsavat@sfgov.org)