

File No. 150819

Committee Item No. 3
Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date September 9, 2015

Board of Supervisors Meeting

Date _____

Cmte Board

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| <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 checked="" 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 type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Correspondence |

OTHER (Use back side if additional space is needed)

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|-------------------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Rec & Park Resolution No. 1507-006</u> |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |
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Completed by: Linda Wong Date September 4, 2015
Completed by: Linda Wong Date _____

FILE NO. 150819

RESOLUTION NO.

1 [Accept and Expend Grant-in-Place - Trust for Public Land - Buchanan Street Mall Park
2 Activation - \$187,600]

3 **Resolution retroactively authorizing the Recreation and Park Department to accept and**
4 **expend a Grant-in-Place from the Trust for Public Land of improvements to Buchanan**
5 **Street Mall, valued at \$187,600 for the period of April 7, 2015, through October 31, 2015.**

6
7 WHEREAS, The San Francisco Recreation and Park Department ("RPD") operates
8 and maintains real property owned by the City and County of San Francisco located between
9 Grove and Eddy Street (Assessor's Block/Lot Nos. 0748/033, 0757/026, 0772/023, 0781/035,
10 and 0795/028) in San Francisco commonly known as the Buchanan Street Mall ("the
11 Property"); and

12 WHEREAS, The Buchanan Street Mall currently includes five consecutive blocks of
13 green space, three playgrounds, a half basketball court, and asphalt paths; and

14 WHEREAS, The Trust for Public Land ("TPL") seeks to build great parks that
15 strengthen communities particularly in areas that are under-served by existing parks and
16 recreation facilities and supports the Recreation and Park Department's mission of providing
17 San Franciscans with enriching recreational activities, maintaining beautiful parks, and
18 preserving the environment for the well-being of its diverse community efforts; and

19 WHEREAS, RPD and TPL desire to activate and improve the Buchanan Street Mall
20 through fostering stewardship by nearby community members and encouraging residents to
21 actively participate in the design, construction and upkeep of new project structures on the
22 Mall, known as the "Activation Project"; and

23 WHEREAS, TPL collaborated with local organizations including Green Streets, Citizen
24 Film and the Exploratorium (Studio for Public Spaces) to establish a community-based design
25 process with park neighbors; and

1 WHEREAS, Beginning in April 2015, Green Streets, Citizen Film, the Exploratorium,
2 TPL, and RPD conducted a series of public workshops with a community-based Design Task
3 Force to develop conceptual plans for the Activation Project; and

4 WHEREAS, Through this community process, TPL and the Exploratorium developed a
5 conceptual plan for installations of non-permanent, mobile and modular structures, including
6 planters, interpretive signage, and place-making spaces, to be constructed at various
7 locations along the Mall; and

8 WHEREAS, The concept for the Activation Project includes that each element go
9 through an iterative process of prototyping, where the Exploratorium and Green Streets will
10 fabricate certain elements, solicit community feedback, and continue to adjust and modify
11 designs over a period of several weeks, leading up to final construction; and

12 WHEREAS, On May 18, 2015, the Planning Department issued a Certificate of
13 Determination that the Activation Project is exempt from the requirements of the California
14 Environmental Quality Act; and

15 WHEREAS, On July 16, 2015, the Recreation and Park Commission adopted
16 Resolution No. 1507-006, approving the conceptual design for the project, approving the Grant
17 Agreement between TPL and RPD for the implementation of the Activation Project, and
18 recommending that the Board of Supervisors accept the Grant-in-Place from TPL valued at
19 \$187,600; and

20 WHEREAS, The terms and conditions for Design and Construction of the project are
21 detailed in the Grant Agreement; and

22 WHEREAS, The Grant Agreement requires that the installation of the elements be
23 completed by September 30, 2015; and

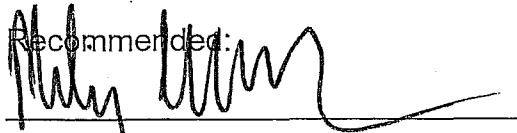
1 WHEREAS, The Recreation and Park Department proposes to maximize use of
2 available grant funds on program expenditures by excluding indirect costs from the grant
3 budget; now, therefore, be it

4 RESOLVED, That the Board of Supervisors authorizes the Recreation and Park
5 Department to accept from TPL a Grant-in-Place valued at \$187,600 for the Buchanan Street
6 Mall Activation Project; and, be it

7 FURTHER RESOLVED, That the Board of Supervisors authorizes the department to
8 exclude indirect costs from the grant budget; and, be it

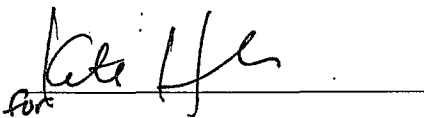
9 FURTHER RESOLVED, That the Board of Supervisors authorizes the Recreation and
10 Park General Manager to enter into any modifications to the grant that the Recreation and
11 Park General Manager determines, in consultation with the City Attorney, are in the best
12 interests of the City and do not materially increase the obligations or liabilities of the City, are
13 necessary or advisable to effectuate the purposes of the grant or this Resolution, and are in
14 compliance with all applicable laws, including the City's Charter.

15
16 Recommended:

17 

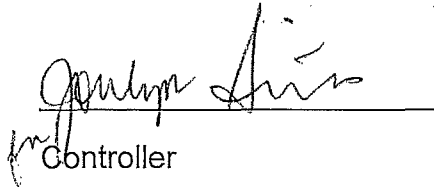
18 General Manager, Recreation and Park Department

19
20 Approved:

21 

22
23 Mayor

20 Approved:

21 

22
23 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: Buchanan Street Mall Park Activation Project
2. Department: The Recreation and Park Department
3. Contact Person: Jordan Harrison Telephone: 415-575-5602
4. Grant Approval Status (check one):
 Approved by funding agency Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$187,600
- 6a. Matching Funds Required: \$0
b. Source(s) of matching funds (if applicable):
- 7a. Grant Source Agency: The Trust for Public Land (TPL)
b. Grant Pass-Through Agency (if applicable): n/a
8. Proposed Grant Project Summary: The Trust for Public Land (TPL) proposes to provide a grant to the City of in-place design and construction of temporary installations with the intent to activate the Buchanan Street Mall and foster stewardship with nearby community members.
9. Grant Project Schedule, as allowed in approval documents, or as proposed:
Start-Date: April 7, 2015 End-Date: October 31, 2015
- 10a. Amount budgeted for contractual services: \$0
b. Will contractual services be put out to bid? n/a
c. If so, will contract services help to further the goals of the Department's 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): Grant-in-place.

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

12. Any other significant grant requirements or comments:

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

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

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> Existing Site(s) | <input type="checkbox"/> Existing Structure(s) | <input type="checkbox"/> Existing Program(s) or Service(s) |
| <input type="checkbox"/> Rehabilitated Site(s) | <input type="checkbox"/> Rehabilitated Structure(s) | <input type="checkbox"/> New Program(s) or Service(s) |
| <input type="checkbox"/> New Site(s) | <input 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 plans will be reviewed for ADA Compliance by the RPD Departmental ADA Coordinator. Subsequently, construction drawings will be reviewed and approved for ADA Compliance by Mayor's Office on Disability (MOD) ADA Coordinator.*

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: 7/16/15

Paulina Araica
(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Philip A. Ginsburg
(Name)

General Manager, Recreation and Park Department
(Title)

Date Reviewed: 7/16/15

Philip A. Ginsburg
(Signature Required)

Buchanan Street Mall	
Grant Name: Buchanan Street Mall Activation Project - \$187,600	
Budget Category:	Amount:
A. Outreach	\$23,000.00
B. Professional services, permits, contingency	\$42,000.00
C. Design/Build/Install	\$115,000.00
D. Other	\$7,600.00
	\$0.00
Grant Amount	\$187,600.00

AGREEMENT BETWEEN THE CITY OF SAN FRANCISCO AND THE TRUST FOR PUBLIC LAND REGARDING THE PARK ACTIVATION AT BUCHANAN MALL

This Agreement for Design and Construction of a Park Activation at Buchanan Mall ("**Agreement**"), is entered as of July 16, 2015, by and between The Trust for Public Land ("**TPL**"), a California nonprofit public benefit corporation, 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

A. Project Site. The City, through RPD, operates and maintains the Buchanan Mall which includes five consecutive blocks of green space and asphalt paths surrounded by affordable housing and community centers and is located in the City and County of San Francisco, CA between Grove and Eddy Street, described on Exhibit A attached hereto and commonly referred to as "Buchanan Mall Park" ("**Project Site**"). The Project Site is under the jurisdiction of the Recreation and Park Commission. See **Exhibit A – Project Site**.

B. Funding. TPL will be responsible for the design and construction of capital improvements that will consist of either garden planting or placemaking improvements with the intent to activate the Project Site for use by the community as a park, open space, and community gathering place (the "**Project**" or "**Activation**") at the Project Site at no cost to the City. TPL will provide and administer the funds which have been provided to TPL by a foundation (the "**Grantor**") for the purpose of completing this Activation. These funds shall be utilized by TPL to complete all capital improvements on the Project Site including the costs of all services and consultant fees, permit fees and construction costs associated with the Activation design and construction. The total cost of the Activation shall not exceed \$187,600 which shall be a grant in place to the City.

C. Timeline. TPL and RPD acknowledge that time is of essence to the Grantor, who desires the project to be built by September 30, 2015 according to the Timeline attached as **Exhibit B**. The parties may modify the Timeline only by written agreement. If the Project is significantly delayed before construction starts, TPL and RPD understand that the Grantor may terminate the Pledge Agreement and TPL may terminate this Agreement pursuant to Section 14(a).

D. Grant Approval. On July 16, 2015 by Resolution No. 1507-006 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 grant of design and construction services, fees, and costs currently valued at approximately \$187,600, (the "**Grant**"). City's acceptance of the Grant is conditioned upon approval from the Board of Supervisors.

E. Maintenance and Community Engagement. As an Activation effort, this Project is intended to foster stewardship by nearby community members. Additional goals of this Project are to encourage residents to actively participate in voluntary upkeep of the Project elements, encourage regular communication with RPD, and general stewardship of the Park.

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

1. Term. This Agreement shall become effective upon approval by the Commission and full execution by the Parties. Except with respect to any provisions of this Agreement which expressly survive the Acceptance Date (as defined in Section 12) or the earlier termination of this Agreement in accordance with Section 14, this Agreement shall expire on the earlier of the Acceptance Date or the earlier termination of this Agreement.

2. Permission to Enter. RPD 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 design and construction of improvements to enhance or activate the Project Site for use by the community as a park, open space, and community gathering place 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.

3. Design and Construction. TPL, at its own expense and at no cost to the City, will develop a Concept Plan, which shall be subject to approval by the Recreation and Parks Commission ("Commission"). Thereafter TPL, at its own expense and at no cost to the City, shall provide all labor, materials, and project and construction management services necessary for the completion of design and the construction of the Project in accordance with the approved Concept Plan and the Timeline outlined in Exhibit B. Such services shall include all necessary design services leading to fully permitted Plans and Specifications ("**Plans and Specifications**") for the Project, and construction management services necessary to build the Project. TPL shall be responsible for fully incorporating comments from RPD staff in the Plans and Specifications and shall be responsible for ensuring that the Plans and Specifications comply with all applicable laws, statutes, ordinances and governmental rules and regulations, including, without limitation, all federal and state laws governing disability access. TPL shall be responsible for obtaining, at its own expense and at no cost to the City, all permits and governmental approvals necessary to complete the Project. TPL shall select, hire and manage a licensed contractor or artist (the "**TPL Contractor**") of its choice to perform all services relating to site preparation and construction of the Project, subject to all applicable requirements of this Agreement. TPL shall certify to RPD that it has in place all funds necessary to complete construction of the Project, and RPD shall have no obligation to fund any shortfall in funding for construction of the Improvements.

4. TPL Payments. TPL shall provide evidence satisfactory to RPD of TPL Contractor's acknowledgement that RPD is not a party to any design or construction contract and has no obligation or liability thereunder. In connection therewith, TPL shall provide or cause to be provided to the City fully executed waivers and releases from the TPL Contractor, and all other contractors and subcontractors hired by TPL, waiving any rights of such parties to make claims against City and releasing City from all liability to such parties in connection with performance of any obligations contemplated in the construction contracts.

5. Intentionally Deleted.

6. Intentionally Deleted.

7. Construction Inspections. RPD and TPL will conduct on-site construction inspections and approvals, per a pre-determined schedule of critical work, to ensure that construction of the Improvements conforms to the Plans and Specifications. Upon substantial completion, TPL will prepare a punch list in coordination with RPD, which will need to be executed prior to Final Acceptance pursuant to Section 12.

8. Insurance.

(a) Without limiting the indemnification required by this Agreement, TPL shall maintain and cause all contractors hired by TPL to maintain the following insurance at all times during the Term of this Agreement:

(1) Worker's Compensation, with Employer's Liability limits not less than \$1,000,000 each accident; and

(2) Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage; and

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

(4) Professional Liability Insurance with limits not less than \$1,000,000 each claim with respect to negligent acts and errors and omissions arising from performance of services under this Agreement.

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

(c) Comprehensive General Liability and Commercial Automobile Liability Insurance policies shall be endorsed to provide the following:

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

(2) That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of the Contract, and that insurance applies separately to each insured against whom claim is made or suit is brought.

(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. 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 coverage be provided under a claims-made form, the coverage shall be maintained 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 each contractor commences any operations under this Agreement, TPL or the contractor must furnish to City certificates of insurance and additional insured policy endorsements, in form and with insurers satisfactory to City, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon City request.

9. Indemnification. The Parties' obligations under this Section shall survive the expiration or other termination of this Agreement. Each party agrees to waive claims against and indemnify the other party as follows:

(a) 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.

(b) 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.

(c) In the event of concurrent negligence of City Indemnitees and 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.

10. Intentionally Deleted.

11. Intentionally Deleted.

12. Final Acceptance. Upon notice from TPL that the Improvements undertaken by TPL are complete, in accordance with the Plans and Specifications, and that TPL has obtained all necessary regulatory approvals, and upon submission to the City of the waivers and releases and assignments required under Sections 4 and 11 of this Agreement, RPD shall, within five (5) working days of such notice, perform a final inspection. Contingent on conducting this inspection, RPD must receive as-built

drawings that are marked-up on hard copy of Plans and Specifications, operating manuals, all warranties and any additional requirements as outlined in the Plans and Specifications. Upon RPD's inspection and decision to accept the work, RPD will, no later than seven (7) days from such decision to accept the work prepare a letter of final acceptance (the "Acceptance Letter") addressed to TPL, which shall be effective on the date of its issuance ("Acceptance Date"). Upon receipt of the Acceptance Letter, TPL shall immediately remove all of its property from the Project Site and shall repair, at TPL's cost, any damage to the Project Site caused by such removal or caused by TPL's construction activities in the Project Site as permitted hereunder, and shall with the exception of the land underneath the Improvements and subject to the Plans and Specifications, restore the Project Site to its condition prior to construction of the Improvements undertaken by TPL. Prior to delivery of the Acceptance Letter to TPL, the Improvements shall not be open to the public. If the Improvements are nonetheless opened to the public by the City before the Acceptance Date, that action shall be deemed to be the equivalent for all purposes of the City providing TPL with an Acceptance Letter.

13. Delivery of Improvements. TPL shall deliver the Improvements undertaken by TPL free of all liens, easements or potential claims and shall provide RPD fully executed waivers and releases from all contractors and subcontractors hired by TPL of all claims against the City, its employees and agents. Upon delivery of the Improvements undertaken by TPL, TPL shall assign to the City any warranties or guaranties required by its contracts with the contractors and subcontractors hired by TPL. TPL shall also assign to the City the right to any available remedies for latent defects.

14. Early Termination and Notices.

(a) Either party may terminate this agreement upon 10 days written notice at any time before TPL has awarded and approved a construction contract to build the approved Project at the Project Site. In the event of such a termination, the City shall have no responsibility to TPL with respect to any costs TPL may have incurred as contemplated by the terms of this Agreement.

(b) After the award and approval of a construction contract as contemplated by this Agreement, TPL may terminate this Agreement only 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 the TPL reasonable satisfaction within such 30-day period, or a different reasonable timeframe mutually agreed upon by the Parties in writing.

(c) After the award and approval of a construction contract as contemplated by this Agreement, 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.

(d) 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
Philip Vitale, Project Manager The Trust for Public Land 101 Montgomery Street – Suite 1100 San Francisco, CA 94104	Philip A. Ginsburg, General Manager SF Recreation & Park Dep't 501 Stanyan Street San Francisco, CA 94117
Gilman Miller, Senior Counsel The Trust for Public Land 101 Montgomery Street – Suite 1100 San Francisco, CA 94104	Dawn Kamalanathan, Director of Capital and Planning SF Recreation & Park Dep't 501 Stanyan Street San Francisco, CA 94117
Tim Ahern, Media Director The Trust for Public Land 101 Montgomery Street – Suite 1100 San Francisco, CA 94104	Office of the City Attorney, General Government Team RPD General Counsel City and County of San Francisco City Hall, Room 234 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102

15. Maintenance. After Final Acceptance of the Project, RPD will, at a minimum be responsible for maintenance of the Project Site in accordance with the most recently adopted "Prop C" park maintenance standards, or any successor standards that may be adopted by RPD. After Final Acceptance of the Project, the City may, at its sole option and without notice to TPL, alter, or remove any and all Project Improvements installed or placed on or about the Project Site.

16. 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.

17. 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 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 14. All media contacts to TPL will be directed to Tim Ahern at the address provided for TPL in Section 14.

At a time and in a format to be determined by the Parties, RPD and TPL may hold at least one joint public event, such as a ground breaking ceremony or ribbon cutting ceremony. At any such event, the Parties shall participate on an equal basis. If RPD or TPL holds any other event solely or largely dedicated to the Project, the Parties shall, as time permits, 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 TPL.

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

18. Miscellaneous.

(a) 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.

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

(c) 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) RPD reserves the right to remove or alter any or all Improvements in its sole discretion to protect the public health, safety and welfare. Except where an emergency requires immediate action to protect public health and safety, RPD shall make good faith efforts to meet and confer with TPL in advance of any such action and make good faith efforts to retain or restore the Improvements. This provision shall survive the expiration or other termination of this Agreement.

(e) All actions described 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 state and federal laws and regulations.

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

Date

Gina Fromer, California State Director
The Trust for Public Land

Date

APPROVED: RECREATION AND PARK COMMISSION

By: _____
Margaret McArthur, Secretary

Date: _____

Resolution No. _____

APPROVED AS TO FORM:
DENNIS J. HERRERA
CITY ATTORNEY

By: _____
_____, Deputy City Attorney

Exhibit A: Project Site
Exhibit B: Project Timeline

Exhibit A

Project Site

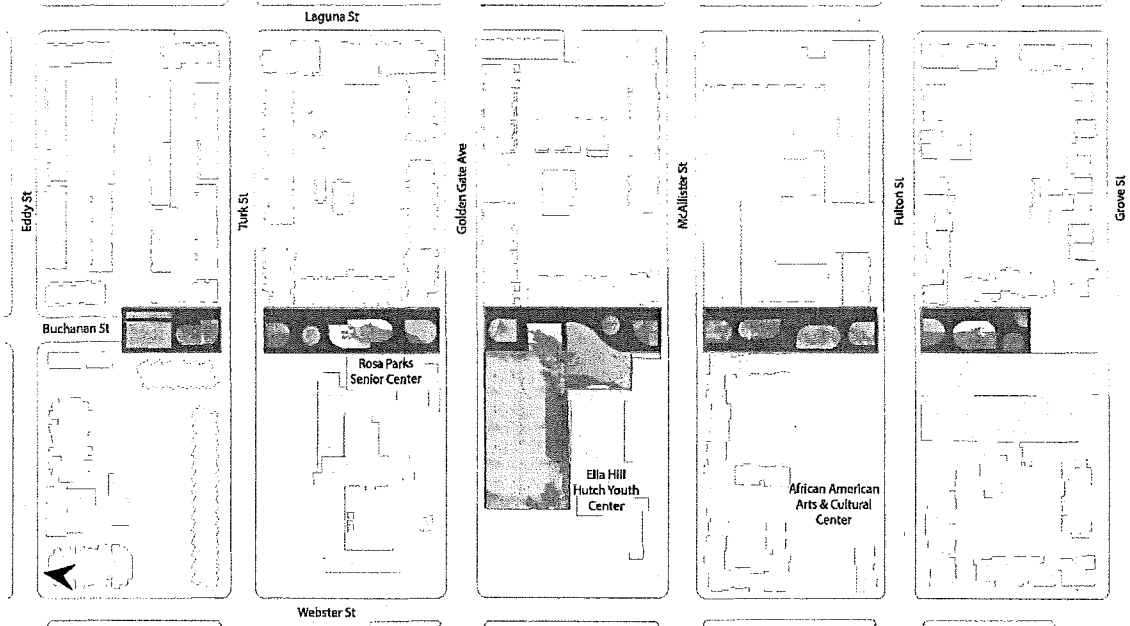
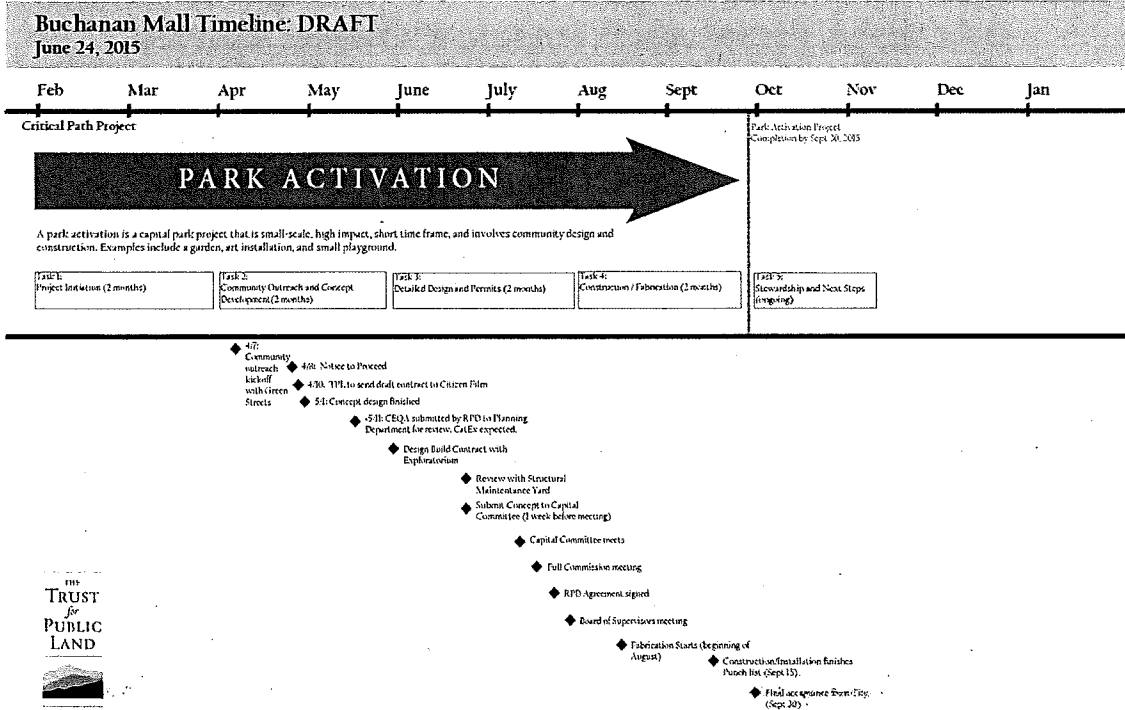


Exhibit B

Project Timeline



RECREATION AND PARK COMMISSION
City and County of San Francisco
Resolution No. 1507-006


BUCHANAN STREET MALL PARK ACTIVATION PROJECT

RESOLVED, That this Commission does: 1) approve the concept design for the Buchanan Street Mall Park Activation Project located on Buchanan Street between Eddy and Grove Streets, 2) recommend that the Board of Supervisors accept a grant valued at up to \$187,600 from the Trust for Public Land for the design and construction of this community-supported park activation project, and 3) approve the Grant Agreement between the Recreation and Park Department and the Trust for Public Land. Approval of this proposed action by the Commission is the Approval Action as defined by S.F. Administrative Code Chapter 31.

Adopted by the following vote:

Ayes	6
Noes	0
Absent	0

I hereby certify that the foregoing resolution
was adopted at the Recreation and Park
Commission meeting held on July 16, 2015


Margaret A. McArthur, Commission Liaison



Edwin M. Lee, Mayor
Philip A. Ginsburg, General Manager

TO: Angela Calvillo, Clerk of the Board of Supervisors

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

DATE: July 16, 2015

SUBJECT: Accept Grant Resolution for the Buchanan Street Mall Park
Activation Project

GRANT TITLE: Buchanan Street Mall Activation Project, Trust for Public Land
Grant

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 check list
- Project Budget Information
- Grant Agreement (A signed copy will be provided for your records)
- Rec Park Commission Resolution

Special Timeline Requirements: In order to meet the grant funder's deadline of completion by September 30 construction will need to begin in mid-late August. Due to the funder's timing requirement and the August BOS recess, we would like this legislation approved by BOS in July.

The award will be used to design and build modular structural elements on Buchanan Street Mall as part of a park activation project.

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

Name: Jordan Harrison  Phone: 415 575-5602

Interoffice Mail Address: Jordan.Harrison@sfgov.org

Certified copy required Yes No



2015-006227ENV

Edwin M. Lee, Mayor
Philip A. Ginsburg, General Manager

From: Stacy Bradley, RPD Planner

To: Jeanie Poling
San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

SAN FRANCISCO DEPARTMENT OF RECREATION & PARKS
CATEGORICALLY EXEMPT FROM ENVIRONMENTAL REVIEW

~~CLASS~~ 4 - minor alterations to land

CC: Dawn Kamalanathan
Philip Vitale, Project Manager, The Trust for Public Land

Jeanie Poling

Re: CEQA Exemption Request for Buchanan Mall Park Activation Project

5/18/15

Date: May 13, 2015

Dear Ms. Poling:

The San Francisco Recreation and Park Department (SFRPD) requests review of the proposed Buchanan Street Mall Park Activation project (Project) under the California Environmental Quality Act (CEQA). The purposes of this letter are to: 1) Provide the Environmental Planning Division (EP) with the information on the proposed Project; and 2) Request EP review and concurrence that the proposed Project is categorically exempt under CEQA.

CEQA Guidelines Section 15304 provides exemptions for "Minor Alterations to Land. Class 4 consists of minor public or private alterations in the condition of land, water and/or vegetation which do not involve removal of healthy mature, scenic trees except for forestry or agricultural purposes. Examples include, but are not limited to: (f) Minor trenching and backfilling where the surface is restored." This project would install elements from one of three conceptual options that would require minimal trenching to secure the elements to the ground. This Project requires the Recreation and Park Commission to approve the concept plan and to accept the gift in place from the Trust for Public Land (TPL) who will be administering the Project.

The following description of the proposed activities demonstrates that the proposed Project would not result in any adverse environmental effects, and provides support for our recommendation that the activities are categorically exempt under CEQA.

Background:

The City, through RPD, operates and maintains the Buchanan Street Mall ("Mall"), which is located between Grove and Eddy Streets. The Mall includes five consecutive blocks of green space, three playgrounds, a half basketball court and asphalt paths. The Mall is surrounded by affordable housing and community centers. RPD will partner with TPL to design and build a small, stand-alone, community-supported, park activation project. TPL will connect with community partners as it identifies project elements and maintenance goals. The goal of the park activation project

("Project") is to enhance and activate the Buchanan Street Mall, and must be implemented by September 30, 2015 due to the Grantor's requirements.

Description of Proposed Project:

The Project proposes to add a small capital improvement to help activate the Buchanan Mall. Based on initial conversations with the project partners and the first phase of outreach, the Project would consist of one of the following concepts:

1. Large planters adorned in positive, artful community images and filled with communally planted and maintained vegetation. The largest planter would be placed in front of one of the community organizations along the Mall, such as the African American Arts and Culture Center, with one smaller planter box located on each of the other four blocks.
2. A series of interpretive signs that tell the stories of the neighborhood, such as history of the Western Addition and strong individuals who have affected positive change in this community. There would be several signs that line the main bike/pedestrian paths to encourage residents and visitors to learn about the history of the community by moving through the space.
3. A place-making installation that presents an opportunity for experiential learning and community gatherings. The main installation would be in front of one of the community organizations along the Mall, such as the African American Arts and Culture Center, with a few small installations or signs located on the other four blocks.

The proposed project is also consistent with policies in the Recreation and Open Space Element (ROSE) of the San Francisco General Plan. The ROSE highlights the goals and objectives of the SFRPD, including renovations, building partnerships with nonprofits, encouraging pedestrian transportation, and facilitating community-supported projects. Specifically, the proposed Project is consistent with the following ROSE policies:

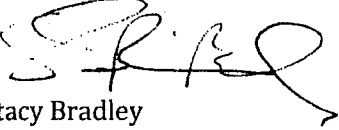
- POLICY 1.2 Prioritize renovation in highly-utilized open spaces and recreational facilities and in high needs areas.
- POLICY 2.7 Expand partnerships among open space agencies, transit agencies, private sector and nonprofit institutions to acquire, develop and/or manage existing open spaces.
- POLICY 3.4 Encourage non-auto modes of transportation – transit, bicycle and pedestrian access—to and from open spaces while reducing automobile traffic and parking in public open spaces.
- POLICY 5.3 Facilitate the development of community-initiated or supported open spaces.

CEQA Compliance/Recommendation:

Based on the above description, SFRPD recommends EP determine the proposed Project to be categorically exempt under CEQA guidelines 15304 "Minor Alterations to Land". Section 15304, Class 4 provides an exemption from environmental review for "minor public or private alterations in the condition of land, water, and vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes." The installation of these elements involves a minor alteration to existing park facilities with minor trenching and backfilling where the surface will be restored and does not include removal of mature, healthy trees. Therefore, the proposed Project meets the criteria for exemption under Class 4.

If you have any questions, please contact me at 415-575-5609 or stacy.bradley@sfgov.org. Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read 'S. Bradley', with a stylized flourish at the end.

Stacy Bradley

Attachments:

1. Map of Buchanan Mall
2. Photos of Existing conditions at the Buchanan Mall
3. 3 Proposed concepts – currently being reviewed by the Buchanan Mall community

2015-006 227 ENV



SAN FRANCISCO PLANNING DEPARTMENT

ENVIRONMENTAL EVALUATION APPLICATION COVER MEMO - PUBLIC PROJECTS ONLY

In accordance with Chapter 31 of the San Francisco Administrative Code, an appeal of an exemption determination can only be filed within 30 days of the project receiving the first approval action.

Please attach this memo along with all necessary materials to the Environmental Evaluation Application.

Project Address and/or Title:	Buchanan Street Mall Activation Project
Project Approval Action:	Gift Acceptance by Rec and Park Commission 7-16-15
Will the approval action be taken at a noticed public hearing? <input checked="" type="checkbox"/> YES* <input type="checkbox"/> NO	
* If YES is checked, please see below.	

IF APPROVAL ACTION IS TAKEN AT A NOTICED PUBLIC HEARING, INCLUDE THE FOLLOWING CALENDAR LANGUAGE:

End of Calendar: CEQA Appeal Rights under Chapter 31 of the San Francisco Administrative Code If the Commission approves an action identified by an exemption or negative declaration as the Approval Action (as defined in S.F. Administrative Code Chapter 31, as amended, Board of Supervisors Ordinance Number 161-13), then the CEQA decision prepared in support of that Approval Action is thereafter subject to appeal within the time frame specified in S.F. Administrative Code Section 31.16. Typically, an appeal must be filed within 30 calendar days of the Approval Action. For information on filing an appeal under Chapter 31, contact the Clerk of the Board of Supervisors at City Hall, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco, CA 94102, or call (415) 554-5184. If the Department's Environmental Review Officer has deemed a project to be exempt from further environmental review, an exemption determination has been prepared and can be obtained on-line at <http://sf-planning.org/index.aspx?page=3447>. Under CEQA, in a later court challenge, a litigant may be limited to raising only those issues previously raised at a hearing on the project or in written correspondence delivered to the Board of Supervisors, Planning Commission, Planning Department or other City board, commission or department at, or prior to, such hearing, or as part of the appeal hearing process on the CEQA decision.

Individual calendar items: This proposed action is the Approval Action as defined by S.F. Administrative Code Chapter 31.

THE FOLLOWING MATERIALS ARE INCLUDED:

- 2 sets of plans (11x17)
- Project description
- Photos of proposed work areas/project site
- Necessary background reports (specified in EEA)
- MTA only: Synchro data for lane reductions and traffic calming projects

Print Form

Introduction Form

By a Member of the Board of Supervisors or the Mayor

RECEIVED
 BOARD OF SUPERVISORS
 SAN FRANCISCO
 2015 JUL 27 PM 4:15
 Time stamp
 or meeting date
 BJ

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee. (An Ordinance, Resolution, Motion, or Charter Amendment)
- 2. Request for next printed agenda Without Reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning "Supervisor [] inquires"
- 5. City Attorney request.
- 6. Call File No. [] from Committee.
- 7. Budget Analyst request (attach written motion).
- 8. Substitute Legislation File No. []
- 9. Reactivate File No. []
- 10. Question(s) submitted for Mayoral Appearance before the BOS on []

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission Youth Commission Ethics Commission
- Planning Commission Building Inspection Commission

Note: For the Imperative Agenda (a resolution not on the printed agenda), use a Imperative Form.

Sponsor(s):

Breed

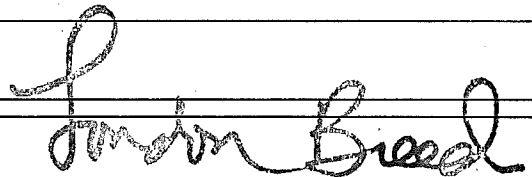
Subject:

Accept Grant-in-Place – Buchanan Street Mall Park Activation – \$187,600

The text is listed below or attached:

Resolution authorizing the Recreation and Park Department to accept from the Trust for Public Land a Grant-in-Place of improvements to Buchanan Street Mall valued at \$187,600.

Signature of Sponsoring Supervisor:



For Clerk's Use Only:

BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Rm 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

MEMORANDUM

TO: Phil Ginsburg, General Manager, Recreation and Parks Department

FROM: Derek Evans, Assistant Clerk, Board of Supervisors

DATE: August 3, 2015

SUBJECT: LEGISLATION INTRODUCED

The Board of Supervisors Budget and Finance Committee has received the following legislation, introduced by Supervisor London Breed on July 28, 2015, which is being referred to your department.

File No. 150819

Resolution retroactively authorizing the Recreation and Park Department to accept and expend a Grant-in-Place from the Trust for Public Land for improvements to Buchanan Street Mall, valued at \$187,600 for the period of April 7, 2015, through October 31, 2015.

If you wish to submit any comments or reports, please forward those to the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

cc: Sarah Ballard, Recreation and Parks Department
Margaret McArthur, Recreation and Parks Department
Linda Wong, Office of the Clerk of the Board of Supervisors

