

File No. 101070

Committee Item No. 3

Board Item No. 21

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Land Use and Economic Development Date September 13, 2010

Board of Supervisors Meeting

Date September 21, 2010

Cmte Board

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

OTHER

(Use back side if additional space is needed)

- | | | |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Letter of Agreement, dtd September 8, 2010</u> |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |
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Completed by: Alisa Somera Date September 10, 2010

Completed by: Alisa Somera Date September 15, 2010

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

1 [Acceptance of Gift for Building Bocce Courts in Justin Herman Plaza]

2
3 **Resolution authorizing the Recreation and Park Department to accept a gift of labor**
4 **and construction materials with a value of \$61,000 from the Laborers Local 261**
5 **Community and Training Foundation to build two bocce courts on the lawn in Justin**
6 **Herman Plaza.**

7
8 WHEREAS, The lawn to the south of the Market Street streetbed in Justin Herman
9 Plaza is an underutilized area of an otherwise active plaza; and

10 WHEREAS, The Mayor's Office, in conjunction with the Recreation and Park
11 Department, desires to activate the plaza to create a vibrant, beautiful place for San
12 Franciscans to relax and recreate; and

13 WHEREAS, The Laborers Local 261 Community and Training Foundation (Donor) has
14 offered the City a gift of labor and construction materials to create bocce courts on the lawn;
15 and

16 WHEREAS, A conceptual site plan for the proposed project is on file with the Clerk of
17 the Board of Supervisors, which is hereby declared to be a part of this resolution as if set forth
18 fully herein; and

19 WHEREAS, This construction work requires no additional funds or work from the City;
20 and

21 WHEREAS, In the future, the City may decide to use this space in a different manner
22 that will require the removal of the bocce ball courts and Donor agrees to remove the courts
23 and restore the lawn to its original condition at its own expense; now, therefore, be it

24 RESOLVED, That the Recreation and Park Department is authorized to accept this gift
25 on behalf of the City on the condition that Donor will remove the courts and restore the lawn to

1 its original condition at its own expense if, in the future, the City decides to use the space in a
2 different manner; and, be it

3 FURTHER RESOLVED, That the Recreation and Park Department shall not allow for
4 the commencement of construction until such time as the Recreation and Park Commission
5 has granted approval of the site plan.

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File Number: 101070
(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: Justin Herman Plaza Bocce Courts

2. Department: Recreation and Park Department

3. Contact Person: Lev Kushner Telephone: 415.831.2771

4. Grant Approval Status (check one):

Approved by funding agency

Not yet approved

5. Amount of Grant Funding Approved or Applied for: \$61,000

6a. Matching Funds Required: \$0

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

7a. Grant Source Agency: Laborers Local 261 Community & Training Foundation

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

8. Proposed Grant Project Summary: Construction of two regulation sized bocce courts on the existing lawn at the southern end of Justin Herman Plaza.

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

Start-Date: 8/20/2010

End-Date: 9/3/2010

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?

d. Is this likely to be a one-time or ongoing request for contracting out?

11a. Does the budget include indirect costs? Yes 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): This is a gift in kind

c2. If no indirect costs are included, what would have been the indirect costs? Not Applicable

12. Any other significant grant requirements or comments:

****Disability Access Checklist****

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

14. The Departmental ADA Coordinator 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:

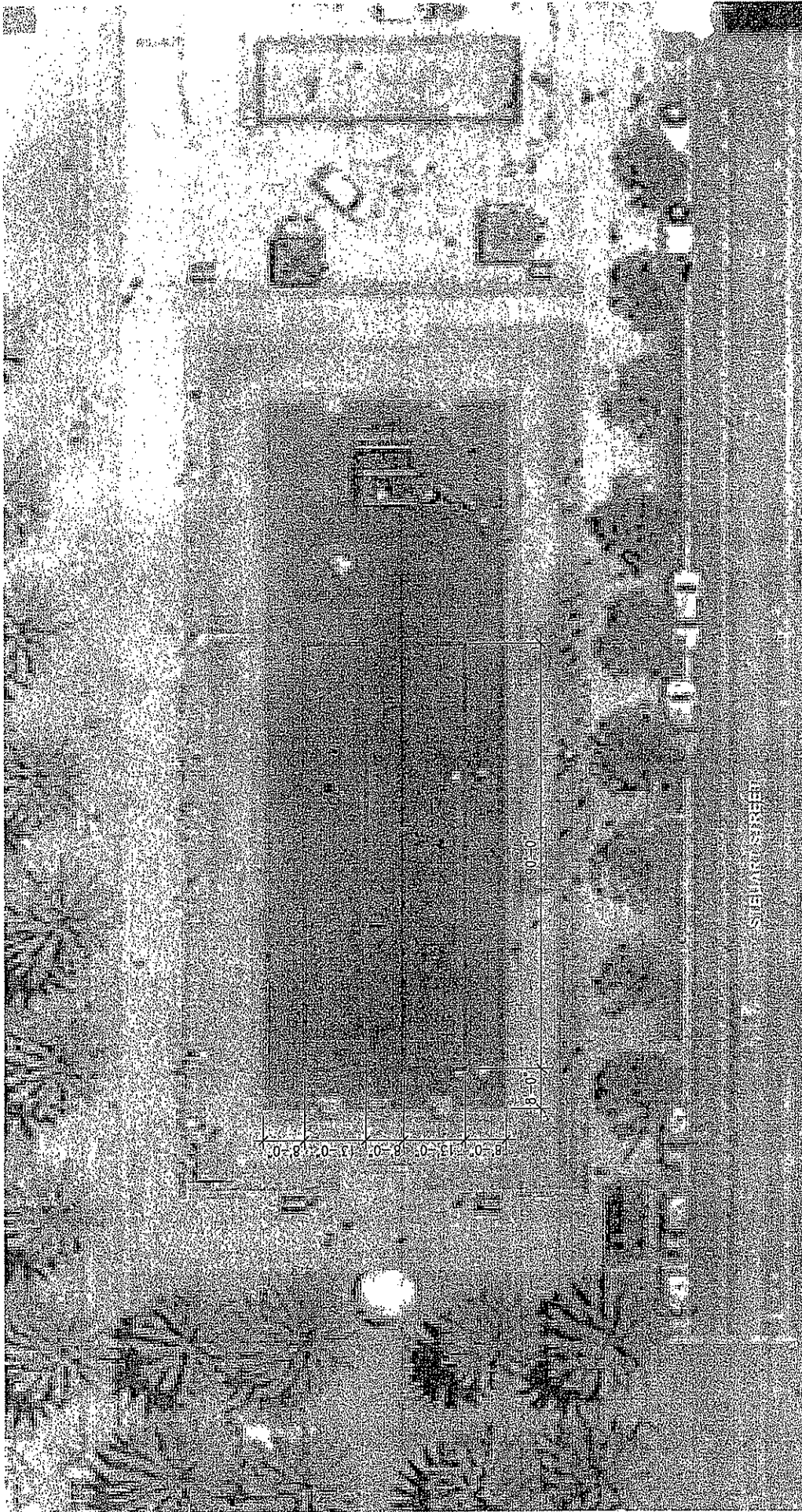
Comments:

Construction drawings for the accessible path of travel and accessible entrance to the Justin Herman Plaza Bocce Ball Courts shall be submitted for review and approval to the Recreation and Park Department ADA Coordinator for Physical Access before start of construction.

Departmental or Mayor's Office of Disability Reviewer: Paulina Chica PPD Project Manager
(Name) PPD ADA Coord. for Physical Ac

Date Reviewed: 7/29/10 NICOLE AVRIL

Department Approval: Nicole Avril DIRECTOR, PARTNERSHIP
(Name) (Title)
Nicole Avril
(Signature)



SITE PLAN

SCALE: 1:20

JUSTIN HERMAN / EMBARCADERO PLAZA BOCCIE BALL COURTS

MARK CAVAGNERO ASSOCIATES

07-14-2010

**LETTER OF AGREEMENT FOR THE GIFT OF
JUSTIN HERMAN PLAZA BOCCÉ COURTS TO THE RECREATION AND PARK DEPARTMENT FROM THE
LABORERS COMMUNITY & TRAINING FOUNDATION, LIUNA, LOCAL 261**

This letter of agreement is made and entered into as of September 8, 2010 (the "Reference Date"), by and between the Laborers Community & Training Foundation, Local 261 ("LL261") and the Recreation and Park Commission (the "Commission") of the City and County of San Francisco (the "City"), acting through its Recreation and Park Department ("RPD").

The LL261 and RPD hereby agree to the following terms of this gift agreement for the installation of two regulation size Bocce Courts to be located on the South Lawn of Justin Herman Plaza:

Recitals

- A. RPD operates and maintains certain real property commonly referred to as the "Justin Herman Plaza Lawn" (the "Lawn") located on Steuart Street in the City, as more particularly described in Exhibit A attached hereto (the "Property"). The Property is under the jurisdiction of the Commission.
- B. LL261 proposes to make an in-place donation to the City of construction labor and materials, with such donation having a minimum value of \$61,000, including all directly gifted funds, gifts of services and materials, and associated administrative costs of and incurred by LL261 (the "Gift"), effective upon the Acceptance Date.
- C. On August 5, 2010, the Commission voted to recommend to the Board of Supervisors of the City (the "Board") that the City accept such Gift, effective upon the Acceptance Date.

Agreement

Subject to, and effective upon, the Board's acceptance of the Gift (the "Acceptance Date"), the parties hereto agree as follows:

- 1. Scope of the Project: The "Project" shall include the Site Preparation, Site Cleaning, the construction of the Bocce Courts, and any future removal of the Bocce Courts should the City decide to pursue a different use for the plaza.
- 2. Definitions: For the purposes of this agreement, the following capitalized terms shall be defined as follows:
 - "Improvements" shall mean the Site Preparation, and construction and installation of the Bocce Courts.
 - "Bocce Courts" shall mean the new court surfaces and linings constructed in accordance with the Conceptual Plan and the Construction Documents.
 - "Site Preparation" shall mean the removal of the existing turf.
- 3. LL261 Responsibilities. LL261 will provide the following:
 - (a) Construction Documents. Detailed construction drawings and specifications as required for the planned Improvements.
 - (b) Construction Management. Professional construction administration and construction management services necessary for the construction of the Improvements.

Letter of Agreement
September 8, 2010

- (c) Equipment. Construction materials necessary to produce two regulation size bocce courts.
 - (d) Possible Future Removal of Court. Removal of the Bocce Courts at the City's sole discretion at some point in the future, complete with replacement of grass to return the site to its previous state.
 - (e) Insurance. LL261 will indemnify the City for its activities on the Project, provide proof of insurance, and name the City as an additional insured for the duration of time that on-site construction is being performed on the designated City-owned land
 - (f) Wages. LL261 agrees to pay prevailing wage to all non-apprentice workers as legally required of all construction projects occurring on City-owned land.
4. RPD Responsibilities. RPD will provide the following:
- (a) Coordination. Coordination of all city approvals and reviews, including but not limited to City ADA Coordinator, Recreation and Park staff and Commission reviews.
 - (b) Public Meetings. Facilitation of community meetings and public notification process.
5. Gift. Following the Acceptance Date LL261 shall give the Gift to the City.
6. Maintenance. The site will continue to be maintained as per the existing agreement between Boston Properties, RPD, and DPW.
7. Time. Both parties agree that time is of the essence. Therefore, RPD agrees to seek Board approval to accept the Gift immediately, and contingent upon the Board's acceptance, LL261 agrees to give the Gift to the City by October 15, 2010.
8. Termination. At any time prior to the Acceptance Date, either party shall have the right to terminate this agreement. Any such termination shall be effective upon delivery of written notice of same to the other party.
9. Miscellaneous.
- (a) Notices. All notices, demands, requests or other communications given under this agreement shall be in writing and be given by personal delivery, United States Postal Service, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested. Any party may change the notice addresses set forth below at any time by written notice of same to the other party.

If to LL261:

Vince Courtney, Executive Director
Laborers Community and Training Foundation
C/O LIUNA, Local 261
3271 18th Street
San Francisco, CA 94110

Letter of Agreement
September 8, 2010

If to the Commission:

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

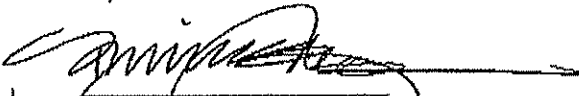
- (b) Entire Agreement: Amendments. All recitals set forth above are hereby incorporated into the body of this letter of gift agreement. This letter of gift agreement, including all exhibits attached, constitutes the entire agreement between the parties and supersedes all prior agreements, promises and understandings, whether oral or written. This gift agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.
- (c) Counterparts. This agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have indicated their approval as of the Reference Date.

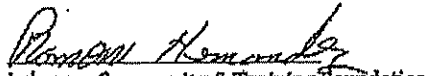
APPROVED:

 Margaret McArthur
 Commission Secretary
 Recreation and Park Commission

 101070
 Resolution Number

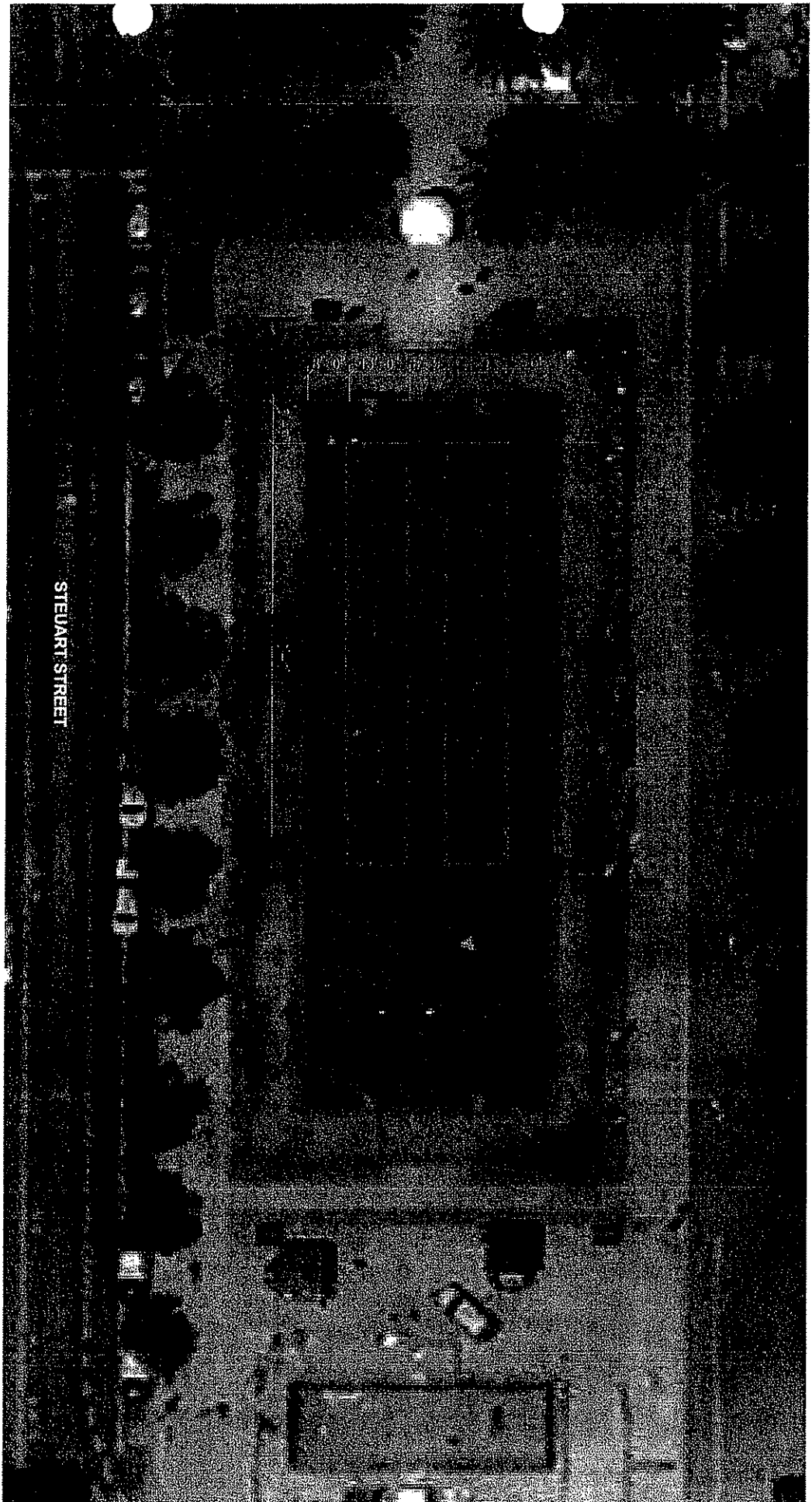


 Phil Ginsburg
 General Manager
 Recreation and Parks Department



 Laborers Community & Training Foundation
 C/O LIUNA, LOCAL 261
 Ramon Hernandez
 Chairman of the Board

EXHIBIT A



STEWART STREET

MARK CAVAGNERO ASSOCIATES

07-14-2010

JUSTIN HERMAN / EMBARCADERO PLAZA BOCCIE BALL COURTS



SITE PLAN
SCALE: 1:20

EXHIBIT B



Attachment A

KEY MAP

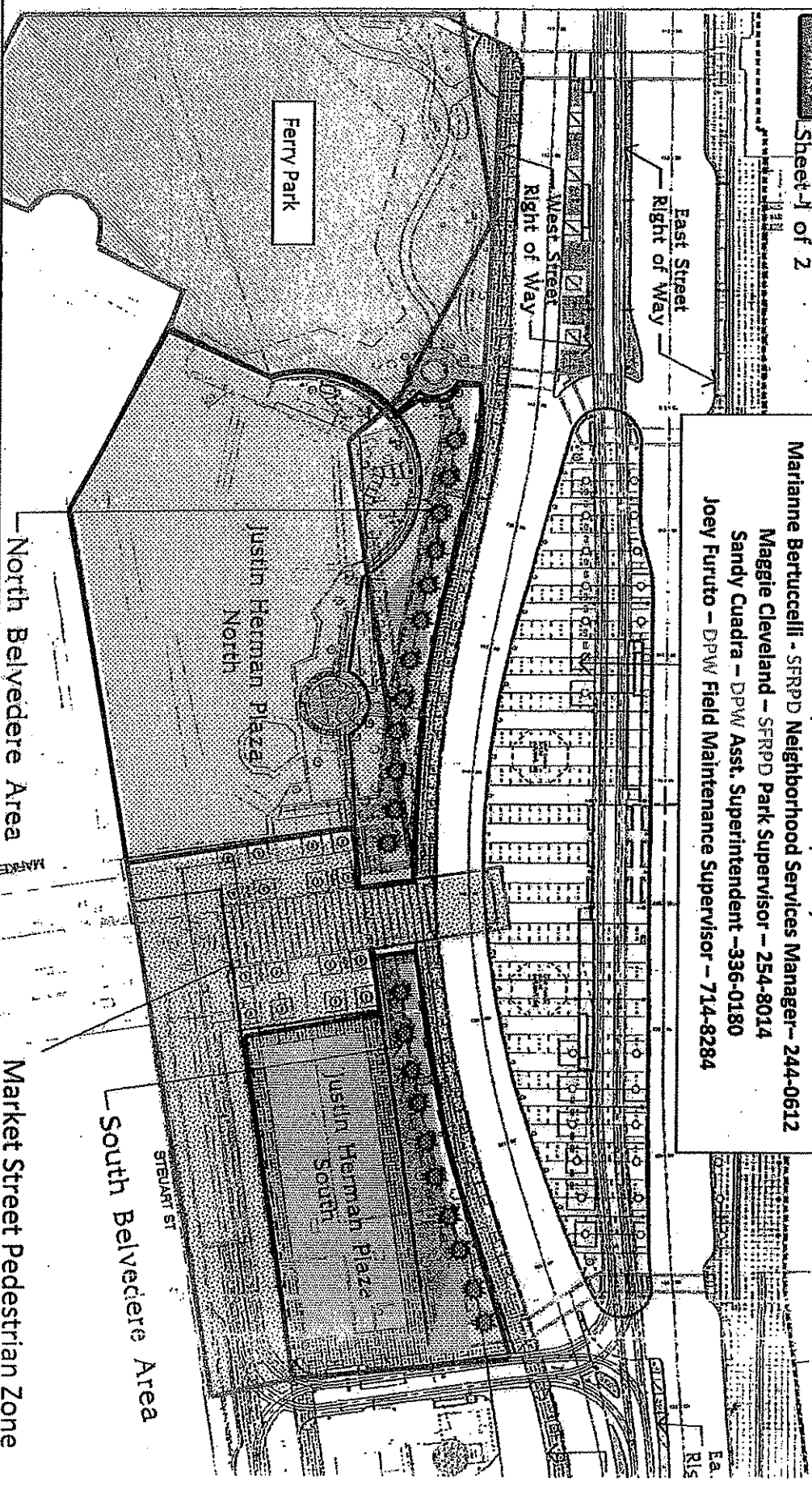
Maintenance Agreement
Mid Embarcadero
Sheet-J of 2

Ferry Building Plaza

Herb Caen Promenade

Maintenance Contacts for Justin Herman Plaza/S. Berman Park
SFRPD (& Boston Properties)

Marianne Bertucelli - SFRPD Neighborhood Services Manager-- 244-0612
Maggie Cleveland - SFRPD Park Supervisor -- 254-8014
Sandy Cuadra - DPW Asst. Superintendent --336-0180
Joey Furuto - DPW Field Maintenance Supervisor -- 714-8284



North Belvedere Area

Market Street Pedestrian Zone

South Belvedere Area

Ferry Park

Justin Herman Plaza North

Justin Herman Plaza South

STUART ST

East Street
Right of Way

West Street
Right of Way

BOSTON PROPERTIES (SFRPD Lessee) – Justin Herman Plaza North and South/ Belvedere North and South – All Janitorial and Landscape maintenance.
SFRPD – Park Maintenance

DPW – All Palm trees, sidewalks, pavers, street trees

PORT PROPERTY LINE – RPD maintains Park lands and Plaza hardscape/landscape (part RPD, part BOSTON PROPERTIES), DPW maintains Palm Trees
Maintenance responsibilities detailed in "Maintenance Agreement Waterfront Transportation Projects Mid Embarcadero Surface Roadway and F Line Extension and Surface Street and Transit Improvements Project (2001).



Mayor Gavin Newsom
Phillip A. Gindburg, General Manager

Maintenance Responsibility Key for Justin Herman Plaza/ Sue Bierman Park

Lighting:

Justin Herman Plaza – "Path of Gold" Lights, Palm up lights - maintained by DPW
Justin Herman Plaza & Sue Bierman Park - Landscape lighting maintained by RPD

Paving/ walls:

Justin Herman North and South and North and South Belvedere
- maintenance/ cleaning of all paving/brick - RPD (Boston Properties)
- repair/replacement of all paving/brick - RPD.
Graffiti removal on precast walls (north and south Belvedere) and concrete retaining walls Block 203 at Davis Street – DPW
All sidewalks, pavers around Palm trees, Market Street Pedestrian Zone - DPW

Benches:

Justin Herman Plaza North – Maintenance, cleaning - RPD (Boston Properties); repair and replacement - DPW
North and South Belvedere and Justin Herman Plaza South - Maintenance, cleaning, repair, replacement - DPW

Trash receptacles:

North and South Belvedere - Trash removal – RPD (Boston Properties); receptacle replacement -DPW
Justin Herman Plaza North and South – Trash removal – RPD (Boston Properties); receptacle replacement - RPD

Landscaping:

Palm Trees/ Street trees – Maintenance of trees, tree wells and irrigation for trees - DPW
Justin Herman Plaza North – Maintenance of 4 Ginkgos and 6 Elms, and irrigation system - RPD
North and South Belvedere and Justin Herman Plaza South – All Lawn Areas
- Mowing, fertilizing, lawn replacement - RPD (Boston Properties)
- Irrigation maintenance and repair - RPD
Blocks 202 and 203 – Sue Bierman/Ferry Park – All Landscape and Irrigation System maintenance (includes shrub planting along sidewalk on Davis Street), trash removal, maintenance, cleaning, repair, replacement of all paving and site furnishings – RPD

Maintenance responsibilities detailed in "Maintenance Agreement Waterfront Transportation Projects Mid-Embarcadero Surface Roadway and F-Line Extension and Surface Street and Transit Improvements Project (2001)"

311 Service Requests for items listed at Justin Herman Plaza under responsibility of either SFRPD or Boston Properties should go to RPD NSAZ. All requests for Sue Bierman (Ferry) Park should go to RPD NSAZ. Any requests for items on this list maintained by DPW should go to DPW.

