

File No. 210311

Committee Item No. 1

Board Item No. 10

# COMMITTEE/BOARD OF SUPERVISORS

## AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date April 28, 2021

Board of Supervisors Meeting

Date May 4, 2021

### Cmte Board

- |                                     |                                     |  |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/>            | <input type="checkbox"/>            | Motion                                       |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution                                   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Ordinance                                    |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Legislative Digest                           |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Budget and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Youth Commission Report                      |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Introduction Form                            |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/>            | <input type="checkbox"/>            | MOU  |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Information Form                       |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Budget                                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Subcontract Budget                           |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Contract/Agreement                           |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Form 126 – Ethics Commission                 |
| <input checked="" type="checkbox"/> | <input checked="" 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 checked="" type="checkbox"/> | <u>Recreation and Park Commission Resolution No. 2102-006</u>       |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <u>Recreation and Park Department Presentation - April 28, 2021</u> |
| <input type="checkbox"/>            | <input type="checkbox"/>            | _____   |
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Completed by: Linda Wong Date April 19, 2021

Completed by: Linda Wong Date April 30, 2021

1 [Accept and Expend Grant - University of California Board of Regents (UCSF) - Esprit Park  
2 Renovation Project - \$4,165,000]

3 **Resolution authorizing the Recreation and Park Department to accept and expend a**  
4 **cash grant of \$4,165,000 from the University of California Board of Regents to be used**  
5 **for construction of the Esprit Park Renovation Project; and approving a grant**  
6 **agreement with the University of California Board of Regents, for the project term of**  
7 **December 1, 2021, through December 31, 2023.**

8  
9 WHEREAS, The City, through the Recreation and Park Department (RPD), operates  
10 and maintains real property bounded by 19th Street, Minnesota Street, 20th Street and  
11 Indiana Street, commonly known as “Esprit Park” (“the Park”); and

12 WHEREAS, The Park, which was last renovated in 2005, is in need of maintenance  
13 and improvements, and from 2015 to 2018, the City’s Planning Department, as part of the  
14 Central Waterfront Dogpatch Public Realm Plan (“Public Realm Plan”), began a community  
15 planning effort to develop a renovation scope to provide better park utility and resilience in  
16 light of increasing population in the surrounding neighborhood, which RPD has continued  
17 since that time (“the Project”); and

18 WHEREAS, The University of California Board of Regents is a California public benefit  
19 corporation, acting on behalf of its San Francisco campus (UCSF); and

20 WHEREAS, In 2017, UCSF formed a Community Task Force to determine steps to  
21 help mitigate impact from proposed development in the Dogpatch neighborhood, which  
22 resulted a \$5,000,000 funding commitment to renovate the Park; and

23 WHEREAS, Of this \$5,000,000, \$835,000 was granted by UCSF to the Dogpatch and  
24 Northwest Potrero Hill Green Benefit District to manage design services for the Project in  
25

1 partnership with RPD, and the accept and expend resolution for the in-kind grant of these  
2 services is being brought to the Board of Supervisors concurrently to this resolution; and

3 WHEREAS, RPD has allocated \$2,710,700 in Eastern Neighborhood Impact Fees for a  
4 total Project budget of \$7,710,700; and

5 WHEREAS, UCSF wishes to give RPD a cash grant (“Grant”) of \$4,165,000 to be used  
6 for construction of the Project; and

7 WHEREAS, The Grant is subject to the terms of a Grant Agreement, which is subject  
8 to approval by the Board of Supervisors, is on file with the Clerk of the Board of Supervisors in  
9 File No. 210311 and is incorporated herein; and

10 WHEREAS, RPD proposes to maximize the use of available grant funds on project  
11 expenditures by not including indirect costs in the budget; and

12 WHEREAS, On February 18, 2021, the Recreation and Park Commission, by  
13 Resolution No. 2102-006, recommended that the Board of Supervisors approve a grant  
14 agreement for, and authorize RPD to accept and expend a cash grant in the amount of  
15 \$4,165,000 from the University of California Board of Regents for construction of the project;  
16 now, therefore, be it

17 RESOLVED, That the Board of Supervisors approves the Grant and authorizes the  
18 Recreation and Park Department General Manager to accept and expend the Grant, and to  
19 perform all acts required of the City there under; and, be it

20 FURTHER RESOLVED, That the Board of Supervisors approves the Grant Agreement  
21 substantially in the form on file with the Clerk of the Board of Supervisors in File No. 210311 ;  
22 and, be it

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

25

1           FURTHER RESOLVED, That the Board of Supervisors authorizes the Recreation and  
2 Park General Manager to enter into any modifications to the Grant and Grant Agreement that  
3 the Recreation and Park General Manager determines, in consultation with the City Attorney,  
4 are in the best interests of the City and do not materially increase the obligations or liabilities  
5 of the City, are necessary or advisable to effectuate the purposes of the Grant or this  
6 Resolution, and are in compliance with all applicable laws, including the City's Charter; and,  
7 be it

8           FURTHER RESOLVED, That within 30 days of the grant agreement being fully-executed  
9 by all parties, the Recreation and Park Department shall provide the final grant agreement to  
10 the Clerk of the Board for inclusion into the official file.

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1 Recommended:

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4 \_\_\_\_\_ /s/

5 General Manager, Recreation and Park Department

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8 Approved:

Approved:

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12 \_\_\_\_\_ /s/

\_\_\_\_\_ /s/

13 Mayor

Controller

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**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: Esprit Park Renovation Construction Grant
2. Department: Recreation and Park Department
3. Contact Person: Nathan Tinclair, Deputy Director of Partnerships Telephone: 415-831-6842
4. Grant Approval Status (check one):  
 Approved by funding agency                       Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$4,165,000
- 6a. Matching Funds Required: \$0  
b. Source(s) of matching funds (if applicable): N/A
- 7a. Grant Source Agency: University of California Board of Regents (UCSF)  
b. Grant Pass-Through Agency (if applicable): N/A
8. Proposed Grant Project Summary: UCSF is providing a cash grant of \$4.165 million to be used exclusively towards construction of the Esprit Park renovation project
9. Grant Project Schedule, as allowed in approval documents, or as proposed:  
  
Start-Date: 12/1/21                      End-Date: 12/31/23
- 10a. Amount budgeted for contractual services: \$4,165,000  
b. Will contractual services be put out to bid? Yes  
c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements? Yes  
d. Is this likely to be a one-time or ongoing request for contracting out? One-time
- 11a. Does the budget include indirect costs?                       Yes                       No  
b1. If yes, how much?  
b2. How was the amount calculated?  
c1. If no, why are indirect costs not included?  
 Not allowed by granting agency                       To maximize use of grant funds on direct services  
 Other (please explain):  
c2. If no indirect costs are included, what would have been the indirect costs? \$208,250
12. Any other significant grant requirements or comments: RPD will provide an update on grant expenditures on a quarterly basis from the start of construction until the project is complete; and will permit UCSF to conduct it's own independent audit of grant expenditures if it chooses.

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

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

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

14. The Departmental ADA Coordinator or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local disability rights laws and regulations and will allow the full inclusion of persons with disabilities. These requirements include, but are not limited to:

1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures;
2. Having auxiliary aids and services available in a timely manner in order to ensure communication access;
3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor's Office on Disability Compliance Officers.

If such access would be technically infeasible, this is described in the comments section below:

Comments:

The project conceptual plan for renovation has been reviewed and approved by the Department's Disability Access Coordinator for compliance with ADA requirements.

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

Alexis Ward  
(Name)

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

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

\_\_\_\_\_/s/  
(Signature Required)

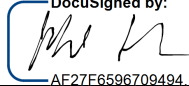
**Department Head or Designee Approval of Grant Information Form:**

Philip A. Ginsburg  
(Name)

General Manager, Recreation and Park Department  
(Title)

3/11/2021

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

DocuSigned by:  
  
AF27F6596709494  
\_\_\_\_\_  
(Signature Required)



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

**Budget**

February 23, 2021

<i>Grant Name: Esprit Park Renovation Construction Grant</i>	
<i>Budget Category:</i>	<i>Amount:</i>
<i>A. Personnel</i>	<i>\$0.00</i>
<i>B. Fringe</i>	<i>\$0.00</i>
<i>C. Travel</i>	<i>\$0.00</i>
<i>D. Equipment</i>	<i>\$0.00</i>
<i>E. Supplies</i>	<i>\$0.00</i>
<i>F. Site Elements</i>	<i>\$0.00</i>
<i>G. Construction Contract</i>	<i>\$4,165,000</i>
<i>I. Indirect Costs</i>	<i>\$0.00</i>
<i>J. Other</i>	<i>\$0.00</i>
<i>Grant Amount</i>	<i>\$4,165,000</i>







University of California  
San Francisco

## Grant Agreement

**Project:** Esprit Park Renovation

**Grant Recipient:** City and County of San Francisco (the “City”), acting through its Recreation and Park Department (“RPD”).

**1. Purpose.** Through this Grant Agreement (this “Agreement”), The Regents of the University of California, a public benefit corporation, on behalf of its San Francisco campus (“UCSF”), agree to award a grant to RPD to be used for the shared purpose of improving park facilities open to the public at Esprit Park, on the block to the Northwest of the intersection of 20<sup>th</sup> Street and Minnesota Street. UCSF and the RPD each agree to the terms set forth below.

**2. Description of Project.** The “Project” is a renovation of Esprit Park, as described in Attachment A. Attachment A includes: a proposed physical description of the Project; Project budget (including funding sources and proposed expenditures for Project development and construction); projected timeline for Project planning, construction, and completion; and a list of partners and partner commitments required to complete the Project. The Project is a collaboration between RPD and the Dogpatch and Northwest Potrero Hill Green Benefit District (“GBD”) with funding support from UCSF as described herein.

### 3. Grant Amounts.

**a. Grant to RPD.** UCSF shall provide RPD a cash grant totaling \$4,165,000 to RPD (“Grant Funds”) for use on the Project as set forth herein. Prior to the release of bid documents for construction of the Project, UCSF shall provide proof of funds available for transfer. RPD shall not put the Project out to bid unless and until UCSF provides RPD with proof of the availability of sufficient funds. At the time when RPD notifies UCSF that RPD has selected the successful bidder and is prepared to enter into a contract with that bidder for construction, UCSF shall transfer the Grant Funds to RPD, in the amount of \$4,165,000. RPD shall request and accept Grant Funds from UCSF only if RPD has obtained funds, or identified reliable sources of funds (including the Grant Funds), to cover the complete cost of Project construction pursuant to the design and successful bid, with industry-standard contingencies for post-bid changes in construction costs.

**b. UCSF Agreement with GBD.** UCSF has entered into a separate agreement (the “GBD Agreement”) to provide the GBD up to \$835,000 to fund planning and design services for the Project. UCSF agrees that any funds granted to GBD under the GBD Agreement that remain unspent following completion of that agreement shall be provided to RPD as additional “Grant Funds” under this Agreement, and RPD may use those additional funds only as set forth herein.

**4. Assessment of Project Progress.** RPD shall retain full discretion and control over the selection of any sub-grantees, contractors, or other parties to carry out the purposes of this Agreement. RPD will work to complete the Project as outlined in Exhibit A, will notify UCSF of any material changes to the scope or timeline for the Project, and will provide UCSF additional information on Project progress at UCSF’s reasonable request. Upon request from RPD, UCSF shall consider waiving certain of the requirements indicated in this Agreement given changed conditions and Project progress but shall be under no obligation to grant any such waiver.

**5. Use of Funds.** RPD shall use best efforts to ensure prompt completion of Project construction and opening of the renovated Project property to the public, including efforts to obtain funds to cover any cost overruns and eventual project operation, through alternative fundraising and/or through established City and departmental appropriation and expenditure processes. In no case shall UCSF be required to provide additional funds beyond the Grant Funds to support Project completion. The Parties understand and intend that with UCSF’s provision of the Grant Funds, and other identifiable funding sources, RPD will be able to construct and operate the Project for the benefit of the public. RPD shall use Grant Funds only for construction, maintenance, repair and operation of the Project, and only for expenditures described in budget documents submitted to UCSF. RPD will treat Grant Funds as a restricted asset, and will keep adequate records to document the expenditure of funds and the activities supported by the grant. Grant Funds shall not be used for any purpose in violation of federal, state, or local law, to influence the outcome of any election for public office, to conduct lobbying, to carry out propaganda, or otherwise attempt to influence legislation within the meaning of Internal Revenue Code Section 4945(e), to encourage violations of law or public policy, or to support terrorist activities, terrorist organizations, or individuals who engage in or support terrorist activities.

**6. Reporting.** From the start of construction and until the Project is complete or all Grant Funds have been expended, on a quarterly basis (by January 15, April 15, July 15, and October 15), RPD shall provide to UCSF a report on expenditure of Grant Funds and overall Project budget, and a written description of Project progress. RPD will permit representatives of UCSF to inspect RPD’s records and to visit the Project Site and review RPD’s activities with respect

to the Grant Funds, and will permit UCSF, at its own expense, to conduct an independent financial and/or programmatic audit of the expenditure of Grant Funds. If UCSF exercises this right, RPD shall provide materials and information as requested by the auditor.

**7. Public Relations.** UCSF understands that RPD is leading a process to receive community input regarding the Project, and convey to the public information about the Project. RPD agrees to indicate the support of UCSF in any advertisement, public written report, or written publicity materials (such as press releases or op-eds) related to the Project, and to obtain pre-approval from UCSF for release of any such materials.

RPD and UCSF 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. Nothing in this Agreement shall prohibit UCSF or RPD from discussing this Agreement in response to inquiries from the public or the press. 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 UCSF in reference to the Project shall include a recommendation to contact the other Party. Neither UCSF nor RPD shall issue a press release in regard to this Agreement without providing prior notice to the other Party. To facilitate performance under this Section, RPD and UCSF 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 below. All media contacts to UCSF will be directed to the UCSF address provided below.

<b>UCSF</b>	<b>SF RECREATION AND PARK DEPARTMENT</b>
<p>Paul Takayama                      Assistant Vice Chancellor,                      Community and Government                      Relations                      University of California, San                      Francisco                      3333 California Street, Suite 103                      San Francisco, CA 94118</p>	<p>Sarah Madland                      Director, Policy and Public Affairs                      SF Recreation &amp; Park Dep’t                      501 Stanyan Street                      San Francisco, CA 94117</p>

At a time and in a format to be determined by the Parties, RPD and UCSF may hold at least one joint public event, such as a groundbreaking ceremony or ribbon cutting ceremony. At any such event, the Parties shall participate on an equal basis. If RPD or UCSF 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 UCSF.

## **8. Miscellaneous.**

**a. Good Faith.** RPD and UCSF agree to cooperate fully, expeditiously, reasonably, and in good faith in the implementation of this Agreement; and to execute any and all supplemental documents, to share information, and to otherwise act as necessary and appropriate to give full force and effect to this Agreement. RPD and UCSF also agree to exercise good faith, individually and/or through counsel if appropriate, to work out any issues, misunderstandings, or disagreements that may arise with respect to the terms of this Agreement.

**b. Default.** The failure of any party to satisfy any material obligation of this Agreement shall constitute a substantial breach of this Agreement and a default hereunder. Prior to declaring a party in default, the non-defaulting party shall give the other party written notice of the alleged breach and 30 days to cure.

**c. Mediation.** If RPD and UCSF cannot resolve any issue, misunderstanding, or disagreement that arises with respect to the terms of this Agreement, the parties will jointly select, within 10 business days after a request by either party, a Bay Area mediator who has at least ten (10) years of experience in resolving similar disputes. Each party to the dispute will give the mediator a written statement regarding the asserted dispute and the mediator may inspect the Project, this Agreement, and other information reasonably required to understand the factual and legal bases of the dispute. The parties must arrive at the mediation fully briefed and must send a knowledgeable representative. The parties will bear the cost of mediation equally. The mediation proceeding will be confidential and not admissible in an arbitration or court proceeding. The mediation process must be completed within forty-five (45) calendar days after the parties' selection of the mediator, unless the parties agree to extend the mediation period. If, as a result of the mediation, a negotiated settlement is reached, the signatories for the parties will enter into a written settlement agreement that will be enforceable in a court of competent jurisdiction.

**d. Remedies.** In the event of the default by any party to this Agreement of any obligation specified in this Agreement that is not resolved, the other party shall be entitled, in accordance with applicable law, to sue for and recover all damages or other legal or equitable remedy which may result from such default.

**e. Insurance.** RPD shall require representatives, successors, contractors, consultants and other Project participants to carry sufficient and customary insurance for the Project development and construction activities being undertaken.

**f. Reliance on Representations.** In awarding Grant Funds, UCSF is relying on representations, statements, and documents provided by RPD to UCSF. RPD shall promptly provide updated information to UCSF regarding material changes to information provided, and regarding any new information that significantly affects development of the Project.

**g. Indemnification.**

**i.** RPD agrees to indemnify and hold harmless UCSF and its officers, board members, employees, agents and representatives from and against any claim, including the reasonable expenses of investigation and defense of such claim, arising out of or in any way connected with receipt or expenditure of Grant Funds, other than claims that UCSF lacked the authority to disburse the Grant Funds to RPD or that such disbursement of funds by UCSF to RPD violated the governing documents of UCSF or the laws, rules or regulations applicable to UCSF.

**ii.** Each of the parties hereto shall fully defend, indemnify and hold the other party, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other party hereto, their officers, board members, employees, agents or representative, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other party under this Agreement.

**h. Amendment.** This Agreement may be amended only in writing executed by UCSF and the City, acting through the RPD General Manager in consultation with the City Attorney. The parties may agree through a side letter to modify the Project description set forth herein.

**i. Termination.** This Agreement may be terminated by either party in the event of a default by the other party. Prior to termination, the allegedly-defaulting party shall be given 30 days' written notice and an opportunity to cure the alleged default. Paragraphs 5 and 8 survive termination of this Agreement.

**j. Return of funds.** RPD shall return to UCSF any part of the Grant Funds that

have not been expended or committed for purposes permitted under this Agreement or that have been improperly used upon termination of this Agreement. UCSF acknowledges that after completion of construction, any remaining Grant Funds may be retained by the RPD for the ongoing maintenance, repair, and operation of the Project. RPD agrees to repay to UCSF any portion of the Grant Funds that is expended in violation of the terms of this Agreement.

**k. Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes all prior and contemporaneous agreements concerning its subject matter.

**l. Severability.** Each provision of this Agreement shall be interpreted so as to be enforceable under applicable law. If any provision is held unenforceable, all other terms of this Agreement will remain in effect.

**m. Assignment.** No party may assign its rights or obligations under this Agreement without the other party's prior written approval. This Agreement will bind and benefit all successors and assigns.

**n. Counterparts:** This Agreement and any amendment may be signed in counterparts, each of which will be deemed an original and all of which when taken together will constitute one agreement.

**o. Electronic Signature.** The parties agree that a "Digital Signature" as defined under California Government Code Section 16.5 and California Code of Regulations Section 22000 is an acceptable form of signature for written communications and will have the same force and effect as the use of a manual signature provided that the Digital Signature is: (i) unique to the person using it; (ii) capable of verification; (iii) under the sole control of the person using it; and (iv) linked to the data in such a manner that if the data are changed, the Digital Signature will be invalidated. In order to be valid, the Digital Signature must be created by an acceptable technology as defined in California Code of Regulations Section 22001 *et seq.*

**p. Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, without regard to principles of conflicts of law.

**q. Notices.** All notices or reports under this Agreement shall be addressed as follows:

**To UCSF:**

Paul Takayama  
Assistant Vice Chancellor,

Community & Government Relations  
University of California, San Francisco  
3333 California Street, Suite 103  
San Francisco, CA 94118

**To RPD:**

Philip Ginsburg, General Manager  
San Francisco Recreation and Park Department  
501 Stanyan Street  
San Francisco, CA 94117

r. **City Approvals.** The parties acknowledge that City's execution of this Agreement is subject to approval of this Agreement and acceptance of the Grant by the City's Board of Supervisors, and that approval of the Agreement shall not constitute approval of the park design itself. The design is subject to approval by the Recreation and Park Commission following any required environmental review. Except as expressly provided by law, all further approvals, consents and determinations to be made by the City with respect to the Project may be made by the General Manager of RPD or his or her designee in his or her sole and absolute discretion.

Signatures below indicate the parties' respective agreement to the above terms. Each individual signing below represents that he or she has authority to represent the indicated party in this matter. This Agreement is effective on the first date by which it has been executed by each party.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a public benefit corporation, on behalf of its SAN FRANCISCO CAMPUS

\_\_\_\_\_

Name: Brian Newman

Title: Senior Associate Vice Chancellor, UCSF Real Estate

Vice President, UCSF Health

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

\_\_\_\_\_

Name: Francesca Vega

Title: Vice Chancellor, Community & Government Relations

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

SAN FRANCISCO RECREATION AND PARK DEPARTMENT, a Department of the City and County of San Francisco

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



Approved as to form:

Office of the City Attorney

By: \_\_\_\_\_

Manu Pradhan

Deputy City Attorney

ATTACHMENT A

Project Description

**Exhibit A: Project Description:**

The scope of the project is to renovate the park to make it more resilient and serviceable to a growing neighborhood population. Specific improvements are listed below.

- Repair and replace existing drainage and irrigation systems
- Replace pathways to improve circulation and access
- Install new landscaping and trees and selective removal of existing plants and trees
- Upgrade site amenities such as benches, picnic tables, lighting, signage, etc.
- Improve existing adult fitness stations and include opportunities for children's play
- Addition of an off-leash dog play area

**Partner Organizations:**

- University of California, San Francisco – funder
- Dogpatch and Northwest Potrero Hill Green Benefit District – partner managing design contracts for the project

**Draft project budget and timeline as of 1.25.21 are attached**



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

**Esprit Park Renovation  
Preliminary Project Budget  
As of 1.25.21**

Private Funding through Grant	\$ 5,000,000.00
Public Funding: Development Impact Fees	\$ 2,710,700.00
<b>TOTAL PROJECT BUDGET SOURCES</b>	<b>\$ 7,710,700.00</b>

USES: GRANT FUNDING (UCSF)	
Landscape architect and subconsultants	\$ 700,000.00
GBD Administration	\$ 56,000.00
Arborist Consultant	\$ 24,000.00
Landscape Architect Peer Review Consultant	\$ 15,000.00
Contingency on items listed above	\$ 40,000.00
Construction Contract	\$4,165,000.00
<b>TOTAL USES: GRANT FUNDING</b>	<b>\$ 5,000,000.00</b>

USES: CITY FUNDING	
Project Management	\$ 350,000.00
Construction Management	\$ 400,000.00
Other Soft Costs: facilitation, ADA review, Permits, Testing/Monitoring	\$ 926,000.00
Construction Contract Contingencies	\$ 835,000.00
Reserve	\$ 200,000.00
<b>TOTAL USES: CITY FUNDING</b>	<b>\$ 2,710,700.00</b>



**Esprit Park Renovation Capital Project Schedule: DRAFT January 2021**

2020				2021				2022				2023	
Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2
Concept Design				★ Construction Documents				Bid/Award ★		★			

- ★ Rec and Park Commission approval (for grant acceptance agreement, concept design and contract award)
- ★ Park open to the public



Mr. Nathan Tinclair  
Deputy Director of Partnerships  
San Francisco Recreation and Park Department City & County of San Francisco  
McLaren Lodge in Golden Gate Park  
501 Stanyan Street  
San Francisco, CA 94117

February 18, 2021

Dear Mr. Tinclair,

This letter confirms our award to the Recreation and Park Department of design documents and services for the Esprit Park renovation project.

Best Regards

Kanwar Kelley  
President

**RECREATION AND PARK COMMISSION**  
**City and County of San Francisco**  
**Resolution Number 2102-006**

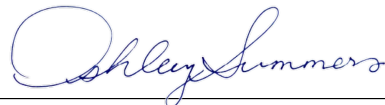
**ESPRIT PARK RENOVATION – CONCEPTUAL DESIGN**

**RESOLVED**, This Commission does 1) approve conceptual design V for the renovation of Esprit Park - approval of this proposed action by the Commission is the Approval Action as defined by S.F. Administrative Code Chapter 31; 2) recommend that the Board of Supervisors authorize RPD to accept and expend an in-kind grant valued at approximately \$835,000 from the Dogpatch and Northwest Potrero Hill Green Benefit District (GBD) of design services for the project; and 3) recommend that the Board of Supervisors approve a grant agreement for, and authorize RPD to accept and expend, a cash grant valued at approximately \$4,165,000 from the University of California Board of Regents (UCSF) for construction of the project.

Adopted by the following vote

Ayes	5
Noes	2
Absent	0

I hereby certify that the foregoing resolution was adopted at the Recreation and Park Commission meeting held on February 18, 2021.



---

Ashley Summers, Commission Liaison



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

**TO:** Angela Calvillo, Clerk of the Board of Supervisors  
**FROM:** Nathan Tinclair, SF Recreation and Parks Partnerships  
**DATE:** February 25, 2021  
**SUBJECT:** Accept and Expend Grant Resolution for Esprit Park Renovation Constriction Grant  
**GRANT TITLE:** Esprit Park Renovation Construction Grant

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

- Proposed grant resolution; original signed by Department, Mayor, Controller
- Grant Information form, including disability access check list
- Grant Budget
- Grant Agreement/ Memorandum of Understanding
- Rec Park Commission Resolution No. 2102-006

**Special Timeline Requirements:**

We are hoping to have legislation introduced as soon as possible concurrently to the design grant resolution.

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

Name: Nathan Tinclair

Phone: 415-831-6842

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

Certified copy required: Yes

No

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



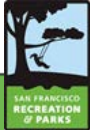




# ESPRIT PARK RENOVATION ACCEPT AND EXPEND RESOLUTIONS

April 28, 2021

San Francisco Board of Supervisors, Budget and Finance Committee



# Summary of Community Engagement

2015

2016

2017

2018

2019

2020

2021



Central Waterfront  
Dogpatch Public Realm  
Plan- led by Planning



**8** Esprit Community  
Advisory Meetings



**6** Years of  
Outreach &  
Engagement



**3** Community  
Meetings &  
Workshops



**2** Online Surveys



**1** Park Activation  
Event



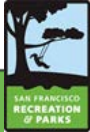
**988**

Total  
Survey  
Responses

Received feedback  
and communicated  
with stakeholders  
via email, phone,  
in-person and  
virtual meetings



UCSF Grant	\$4,165,000
Eastern Neighborhoods Development Impact Fees	\$2,710,700
<u>UCSF Grant Managed by GBD</u>	<u>\$835,000</u>
<b>Total Sources</b>	<b>\$7,710,700</b>





## EXISTING

- Crushed fines pathways - non ADA compliant
- 19 benches
- 4 picnic tables
- 4 workout/exercise stations
- No drinking fountains
- Dogs required to be on-leash

## APPROVED CONCEPT DESIGN

- +100% increase in ADA compliant pathways
- +90% increase in protected planting areas
- +50-70% increase places to sit
- +68% increase in table seating
- +25% increase in workout/exercise stations
- 2 drinking fountains with bottle filler & pet bowl
- Off-leash dog play area in the North
- Dog free Meadow in the South



