

File No. 210511

Committee Item No. 2

Board Item No. 11

# COMMITTEE/BOARD OF SUPERVISORS

## AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date June 9, 2021

Board of Supervisors Meeting

Date June 15, 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 checked="" type="checkbox"/> | <input checked="" 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 type="checkbox"/>            | <input type="checkbox"/>            | Award Letter                                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Application                                  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Public Correspondence                        |

### OTHER (Use back side if additional space is needed)

- |                                     |                                     |   |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Recreation and Park Commission Resolution No. 2104-006</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Recreation and Park Department's Memo on Retroactivity</u> |
| <input type="checkbox"/>            | <input type="checkbox"/>            | _____   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | _____   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | _____   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | _____   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | _____   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | _____   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | _____   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | _____   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | _____   |

Completed by: Linda Wong Date May 25, 2021

Completed by: Linda Wong Date June 10, 2021

1 [Accept and Expend; Grant Agreement Amendment - Retroactive - Trust for Public Land -  
2 Buchanan Street Mall Renewal Project - Up to \$8,000,000]

3 **Resolution retroactively authorizing the Recreation and Park Department to amend a**  
4 **grant agreement with the Trust for Public Land to increase the grant by \$7,100,000,**  
5 **which includes up to \$5,800,000 in grant funding from the California Department of**  
6 **Parks and Recreation, for a total amount of \$8,000,000, and to accept and expand the**  
7 **additional funds for the Buchanan Mall Renewal Project; and approving a grant**  
8 **contract with the California Department of Parks and Recreation, which includes a**  
9 **requirement to maintain the project for the duration of the contract performance period**  
10 **from July 1, 2020, through June 30, 2050, pursuant to Charter, Section 9.118(a).**

11  
12 WHEREAS, The City, through Recreation and Park Department ("RPD"), operates and  
13 maintains Buchanan Street Mall ("the Property"), a five-block pedestrian mall between Eddy  
14 Street and Grove Street that includes five consecutive blocks of green space, three  
15 playgrounds, a half basketball court, and asphalt paths; and

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

19 WHEREAS, TPL has worked with RPD, Citizen Film, Green Streets, The  
20 Exploratorium, and the community to develop the Buchanan Mall Vision Statement and to  
21 implement a temporary activation project on the Property; and

22 WHEREAS, In 2019, the Board of Supervisors adopted Resolution No. 356-19,  
23 authorizing RPD to accept from TPL a grant in the amount up to \$900,000 for project planning  
24 and outreach, conceptual design, preparation of construction documents, and construction  
25 management services for the renovation of Buchanan Mall (the "Project"), and RPD and TPL

1 subsequently entered into an agreement for the administration of the grant funds which is on  
2 file with the Clerk of the Board under File No. 210511 and which is hereby declared to be part  
3 of this Resolution as if set forth fully herein (the "Agreement"); and

4 WHEREAS, TPL, in collaboration with RPD, has applied for a Statewide Park and  
5 Community Revitalization Grant ("State Grant") requesting an additional \$5,800,000 to  
6 support the first phase of renovation work on the Property's two northern blocks, Eddy Street  
7 to Turk Street and Turk Street to Golden Gate Avenue ("the Phase I Project Area"); and

8 WHEREAS, The State Grant is a program under Proposition 68, the California Drought,  
9 Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018, and is  
10 administered by the California Department of Parks and Recreation to benefit projects that  
11 would create a new park or new recreation facility that serves a critically disadvantaged  
12 community, defined as a community with a median household income less than or equal to  
13 \$56,982 or be a community with less than 3 acres of open space per 1,000 residents; and

14 WHEREAS, If the State Grant is awarded, TPL will use those funds to support the  
15 Project, and will also grant RPD additional in-kind services and cash grant valued at up to  
16 \$1.3 million, for a combined total of \$7,100,000 in additional funding for the Project, as set  
17 forth in the proposed amendment to the Agreement (the "Amended Agreement") which is on  
18 file with the Clerk of the Board under File No. 210511 and which is hereby declared to be part  
19 of this Resolution as if set forth fully herein; relevant terms include a consent to the transfer of  
20 TPL's agreement with the California Department of Recreation which would require the City to  
21 continue operating and maintaining the property as a public park for the duration of the  
22 contract period which ends June 30, 2050; and

23 WHEREAS, On April 15, 2021, the San Francisco Recreation and Park Commission  
24 adopted Resolution No. 2104-006 recommending that the Board of Supervisors authorize the  
25

1 Recreation and Park Department to accept the additional funds from TPL and to enter into the  
2 foregoing agreements with TPL and the California Department of Parks and Recreation; and

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

4 WHEREAS, The Grant will not require an amendment to the Annual Salary Ordinance;

5 now, therefore, be it

6 RESOLVED, That the Board of Supervisors retroactively approves the Amended  
7 Agreement between the Recreation and Park Department and TPL regarding the award of  
8 Grant Funds, and authorizes the Recreation and Park Department to accept and expend the  
9 additional Grant Funds, for purposes of the Project; and, be it

10 FURTHER RESOLVED, That within thirty (30) days of the amendment being fully  
11 executed by all parties, the Recreation and Park Department shall provide the final  
12 amendment to the Clerk of the Board for inclusion into the official file.

13 FURTHER RESOLVED, That the Board of Supervisors authorizes the Recreation and  
14 Park Department to enter into an agreement with the State following completion of the Project  
15 to operate and maintain the park improvements until July 1, 2050; and

16 FURTHER RESOLVED, That the Board of Supervisors authorizes the RPD General  
17 Manager to enter into any modifications and amendments to the foregoing agreements,  
18 including to any of their exhibits, and authorizes the RPD General Manager to execute further  
19 agreements related to the Project, that the RPD General Manager determines, in consultation  
20 with the City Attorney, are in the best interests of the City and do not materially increase the  
21 obligations or liabilities of the City, are necessary or advisable to effectuate the purposes of  
22 the Project or this Resolution, and are in compliance with all applicable laws, including the  
23 City's Charter; and, be it

24 FURTHER RESOLVED, That the Board of Supervisors authorizes the General  
25 Manager, or his or her designee to record a Declaration of Restriction with the Assessor-



1 Recorder on the Phase I Project Area which is located on Assessor Parcel's Block No. 0748,  
2 Lot No. 33 and Assessor Parcel's Block No. 0758, Lot No. 026 to provide notice of the  
3 restrictions that shall apply for the duration of the Contract Performance Period from July 1,  
4 2020, through June 30, 2050.

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

Recommended:

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

Department Head

Approved: \_\_\_\_\_ /s/ \_\_\_\_\_

Mayor

Approved: \_\_\_\_\_ /s/ \_\_\_\_\_

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: Grant from Trust for Public Land – In-kind and Cash
2. Department: Recreation and Park
3. Contact Person: Toni Moran Telephone: (415) 794-8173
4. Grant Approval Status (check one):

Approved by funding agency                       Not yet approved

5. Amount of Grant Funding Approved or Applied for: \$7,100,000

- 6a. Matching Funds Required: No
- b. Source(s) of matching funds (if applicable): Not Applicable
- 7a. Grant Source Agency: Trust for Public Land (TPL)
- b. Grant Pass-Through Agency (if applicable): N/A

8. Proposed Grant Project Summary: Buchanan Street Mall Renewal Project  
TPL may provide up to \$7,1 million dollars to support the design and construction of the Eddy – Turk and Turk – Golden Gate blocks of Buchanan Street Mall, and to design the Memory Walk, which will eventually weave through the entire park.

The community-identified goals of capital renovations at Buchanan Street Mall are:

1. Safety, lighting, and beautification
2. Connect all blocks and unify the community
3. Tell the story of the community and the neighborhood
4. Social interaction and multi-generational recreation
5. Skills training and jobs creation

In support of these goals, the conceptual design for the northern two blocks includes the following elements:

- A memory walk, incorporating art and interpretive elements to tell the stories of the neighborhood;
- New pedestrian lighting, to encourage walking through the space;
- A flexible plaza for gathering and small classes or events, as well as a stage for larger performance events;
- Several picnic and seating areas;
- A half basketball court that could be used for multi-sports;
- New planted areas, including bioswales and a communal garden; and
- New play areas for young and school age children, and an adjacent adult fitness court to encourage inter-generational play.

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

Start-Date: July 1, 2020

End-Date: June 30, 2026

10a. Amount budgeted for contractual services: \$5,000,000

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 only

11a. Does the budget include indirect costs?

Yes

No

b1. If yes, how much? \$ N/A

b2. How was the amount calculated? N/A

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?

Department and Division Indirect Costs

12. Any other significant grant requirements or comments: Grant award is for the reimbursement of construction cost identified in the grant budget. Project Status reports required every six-months.

**\*\*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):

Existing Site(s)

Existing Structure(s)

Existing Program(s) or Service(s)

Rehabilitated Site(s)

Rehabilitated Structure(s)

New Program(s) or Service(s)

New Site(s)

New Structure(s)

14. The Departmental ADA Coordinator 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:

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

Arfaraz Khambatta

(Name)

Disability Access Coordinator, San Francisco Public Works

(Title)

Date Reviewed: 4/1/2021

DocuSigned by:  
  
F3E83431-4A304B8  
(Signature Required)

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

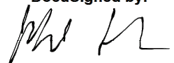
Philip A. Ginsburg

(Name)

General Manager, Recreation and Park Department

(Title)

Date Reviewed: 4/1/2021

DocuSigned by:  
  
AF27F0586709494...

**AMENDMENT NO. 1 TO  
Grant Agreement and Permit to Enter for Design of Buchanan Street Mall  
Between the City and County of San Francisco Recreation and Park Department  
and The Trust for Public Land**

This Amendment No. 1 to Grant Agreement and Permit to Enter for Design of Buchanan Street Mall, is made and entered into on March 11, 2021, by and between the City and County of San Francisco, a municipal corporation ("City"), acting through its Recreation and Park Department ("RPD"), and The Trust for Public Land, a California non-profit benefit corporation ("TPL"). City and TPL are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

**RECITALS:**

**WHEREAS**, on February 21, 2019 by Resolution No. 1902-004, the City entered into an "Agreement" for TPL to provide all labor, materials, project management and design services necessary for the completion of design for the Project at Buchanan Mall in an amount not to exceed Nine Hundred Thousand Dollars (\$900,000); and

**WHEREAS**, the parties now wish to amend the Agreement to reflect that TPL will provide additional grant funds to the Project if TPL is awarded Prop 68 funds by the State of California. The Board of Supervisors, on recommendation of the Recreation and Park Commission, adopted Resolution No. \_\_\_ to approve this amendment, to authorize RPD to enter into an agreement with the State concerning the State grant funds, and to authorize RPD to accept and expend the additional grant funds from TPL;

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**MODIFICATIONS TO AGREEMENT.** TPL and the City desire to amend the Agreement as follows.

1. Amend Recital C to reflect that the Grant shall also include up to \$5,8 million in Statewide Park Development and Community Revitalization grant funds and up to \$1,3 million in additional grant funds, as set forth in Section 4.1.A.5, bringing the total Grant from TPL to up to \$8 million.
2. Revise and replace Section 1 with:

**TERM.** This Agreement shall become effective upon approval of this Agreement by the City in accordance with applicable City Charter and Code provisions and full execution by the Parties (the "Effective Date") and shall expire, unless otherwise earlier terminated as set forth in Section 8 below, once the Grant has been expended and the Project is complete.
3. Add new Section 4.2. A. 5. to the Agreement:

**5. AMOUNT AND SUB-RECIPIENT AGREEMENT.** With RPD consent, TPL is submitting an application for the Project under the Statewide Park Development and Community Revitalization program. TPL and the City desire to increase the Project scope and the Grant amount between RPD and TPL from \$900,000 to up to \$8 million, if these State funds are awarded. This additional \$7,1, million, if awarded, will cover TPL costs to provide project management and community engagement services for the Project, and design services related to the art elements and memory walk. In addition, a portion of the State grant (up to \$5 million) will be awarded to the City as a sub-recipient to cover costs of construction and RPD project management on a reimbursement basis. The City agrees to abide by its agreement with the State concerning the grant program.

**SCOPE AND DURATION OF SERVICES.** TPL and the City stipulate that if the Statewide Park Development and Community Revitalization program awards the additional funds to TPL, that TPL must comply with the contract provisions through project completion for 30 years, or until the DPR approves the transfer of the contract obligations to the City, whichever is earlier. Upon project completion and approval of the transfer by the California Department of Parks and Recreation (“DPR”), the grant contract obligations will be transferred from TPL to the City. A draft of the contract obligations is attached as Exhibit A.

**EFFECT OF AMENDMENT.** Except as expressly amended herein, all other terms and conditions of the Agreement, and all attachments, recitals and exhibits therein and thereto, shall remain in full force. All of the recitals to this Amendment No. 1 are incorporated into the Agreement as modified by this Amendment No. 1. City reserves the right to augment or reduce the scope of work as City deems necessary.

[Remainder of page left blank intentionally.]

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment No. 1 to be executed and attested by their respective officers hereunto duly authorized.

**APPROVED:**

By: \_\_\_\_\_  
Philip A. Ginsburg  
General Manager  
Recreation and Park Department

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Gilman Miller  
Senior Counsel  
Trust for Public Land

Dated: \_\_\_\_\_

**APPROVED AS TO FORM:**

Dennis J. Herrera  
City Attorney

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

**Grant Agreement and Permit to Enter for Design of Buchanan Street Mall  
Between the City and County of San Francisco Recreation and Park Department  
And  
The Trust for Public Land**

This Agreement for **Buchanan Street Mall** (“**Agreement**”) is made and entered into as of *February 21*, 2019, by and between the City and County of San Francisco (“**City**”), acting through the Recreation and Park Department (“**RPD**”), and the Trust for Public Land (“**TPL**”), a California nonprofit public benefit corporation, collectively referred to herein as the (“**Parties**”).

**RECITALS**

- A. **Project Site.** The City, through RPD, operates and maintains Buchanan Street Mall, a five block pedestrian mall between Eddy St. and Grove St. in the City and County of San Francisco, CA. The Mall includes three aging playgrounds, pathways and other amenities, as generally depicted on **Exhibit A** (the “**Site**”). The Buchanan Street Mall Project (hereafter, the “**Project**”) shall mean the renovation of the Site as described herein.
- B. **Background.** TPL has worked with RPD, Citizen Film, Green Streets, The Exploratorium, and the community to implement a temporary activation and to develop a Vision Document for the Project. This Agreement concerns the next phases of work on the Project Site, beyond what was covered in past agreements between TPL and RPD for the Project.
- C. **Grant.** TPL will grant RPD up to approximately \$900,000 in in-kind project management, community outreach, planning, and design services for the Project (the “**Grant**”), and will, in cooperation with RPD, assume responsibility for these services, according to the Work Plan attached as **Exhibit B**.
- D. **Fundraising.** TPL is working towards raising the funds for the Grant, and this Agreement represents TPL’s commitment to work towards closing the funding gap. TPL has raised \$207,000 to cover the cost of consultants and TPL staff time to develop a concept design for all five blocks of Buchanan Mall, which shall be subject to San Francisco Recreation and Park Commission (the “**Commission**”) approval. TPL is also working towards raising an additional \$560,000 for construction documents and construction oversight, for RPD to allocate to a single block or equivalent area pursuant to the approved concept design. If TPL is not able to raise the rest of the funding by September 2019, TPL will turn over



the approved concept design to RPD unless both parties agree in writing to extend the deadline. Refer to Exhibit B for budget breakdown.

- E. **Let's Play SF! Play Area.** The City is partnering with the San Francisco Parks Alliance on an initiative, known as "Let'sPlaySF!", to renovate thirteen playgrounds across the City including one of the playgrounds at the Project Site. The playground between Golden Gate Avenue and Turk Street is the "Let'sPlaySF! Play Area." TPL will coordinate with RPD concerning Let'sPlaySF! and agrees that the concept design, construction documents, and other design services provided under this Agreement shall include the Let'sPlaySF! Play area.
- F. **Grant Approval.** On February 21, 2019 by Resolution No. 1902-004, the San Francisco Recreation and Park Commission ("**Commission**") recommended that the Board of Supervisors authorize RPD to accept the Grant; the City's acceptance of the Grant is conditioned upon approval from the Board of Supervisors.

NOW, THEREFORE, the Parties hereto agree as follows:

1. **Term of Agreement.** This Agreement shall become effective upon acceptance of the Grant by the Board of Supervisors and full execution by the Parties (the "**Effective Date**") and shall expire, unless otherwise earlier terminated as set forth in Section 8 below, 3 years from the Effective Date, unless the Parties mutually agree to extend the term (the "**Term**").

2. **Schedule.** The Parties have agreed to the Work Plan, Project Timeline as set forth in **Exhibit B, page 17** (the "**Schedule**"). The Schedule may be amended only by mutual written consent of each of the Parties.

3. **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 for the limited purpose of documenting existing conditions at the Project Site and holding community meetings subject to the terms, conditions and restrictions set forth below. This Agreement gives TPL a license only, revocable at any time at the will of City, and notwithstanding anything to the contrary herein, this Agreement does not constitute a grant by City of any ownership, leasehold, easement or other property interest or estate whatsoever in the Project Site, or any portion thereof.

#### 4. Roles and Responsibilities.

##### 4.1. RPD

###### A. RPD staff will:

1. Work in partnership with TPL to develop a design that meets the needs of users and the standards of RPD, within the assigned Project budget;
2. Provide, at no cost to TPL, an RPD project manager to coordinate internal reviews and approvals with the RPD Structural Maintenance Yard and other agencies as needed, including the Arts Commission, Department of Building Inspection and Mayor's Office on Disability;
3. Submit for approval to the Recreation and Park Commission the concept design developed and submitted by TPL;
4. Pay for other fees and services as outlined in the Work Plan budget in **Exhibit B**.

##### 4.2. TPL

###### A. General Obligations.

1. TPL, at its own expense and at no cost to the City, shall provide all labor, materials, project management and design services necessary for the completion of the design for the Project per the Work Plan outlined in **Exhibit B**.
2. TPL shall be responsible for fully incorporating comments from RPD staff into the design, completing the materials required for all RPD required reviews, and for creating a design and construction documents that comply with all applicable laws, statutes, ordinances and governmental rules and regulations, including, without limitation, all federal and state laws governing disability access.
3. In consultation with RPD, TPL will select a contractor or contractors of its choice to perform all architectural, landscape architectural, and other design-related services, as outlined in **Exhibit B**. TPL will be fully responsible for all payments to all consultants, contractors and subcontractors retained by it to perform work related to the Project, at no cost to the City.
4. **Insurance.** Without in any way limiting TPL's liability under the "Indemnification" section of this Agreement, TPL shall also comply with the additional requirements in **Exhibit D** regarding insurance.

**B. Landscape Architect/Design Professional Contract.**

1. TPL's contract with the landscape architect or design professional it hires to design the Project ("**Architect**") shall include the following terms and conditions:
  - a. **Insurance.** Architect shall comply with the insurance requirements set forth in **Exhibit C**, and shall name as an additional insured the City and County of San Francisco, its Officers, Agents, and Employees for those policies where additional insureds coverage is available.
  - b. **Code Compliance.** The Architect shall comply with requirements of applicable codes, regulations, and current written interpretation thereof published and in effect during the Architect's services. Where there is an irreconcilable discrepancy between any of the abovementioned codes and regulations, the Architect shall identify to RPD the irreconcilable discrepancy, exercise a professional standard of care in determining which code or regulation governs, and provide RPD with the basis for its determination. The Architect shall be responsible to identify, analyze and report to the City on pending changes to codes and regulations that would reasonably be expected to affect the design of the Project, including pending changes to the California building codes and San Francisco Building Code and other amendments.
  - c. **Standard of Performance.** The Architect shall acknowledge and agree that its services under the agreement shall be performed in accordance with the professional standard of care applicable to the design and construction of projects of similar size and complexity in the San Francisco Bay Area.
  - d. **License.** The Architect shall have all current licenses required by law and accepted within the industry as standard for this type and scope of work.
  - e. **Indemnification.**
    - i. **General.** To the fullest extent permitted by law, Architect shall assume the defense of (with legal counsel subject to approval of the City), indemnify and save harmless the City, its boards, commissions, officers, and employees (collectively "Indemnitees"), from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of the Architect or its subconsultants), expense and liability of every kind, nature, and description (including, without

limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, fees of expert consultants or witnesses in litigation, and costs of investigation), that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of the Architect, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities").

- ii. **Limitations.** No insurance policy covering the Architect's performance under this Agreement shall operate to limit the Architect's Liabilities under this provision. Nor shall the amount of insurance coverage operate to limit the extent of such Liabilities. The Architect assumes no liability whatsoever for the sole negligence, active negligence, or willful misconduct of any Indemnitee or the contractors of any Indemnitee.
- iii. **Copyright infringement.** Architect shall also indemnify, defend and hold harmless all Indemnitees from all suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the City, or any of its boards, commissions, officers, or employees of articles or services to be supplied in the performance of Architect's services under this Agreement. Infringement of patent rights, copyrights, or other proprietary rights in the performance of this Agreement, if not the basis for indemnification under the law, shall nevertheless be considered a material breach of contract.

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

5.1 TPL agrees to defend, indemnify and hold harmless the City, its officers, employees and agents ("**City Indemnitees**") from any and all acts, claims, omissions, liabilities and losses asserted by any third party arising out of acts or omissions of TPL, its officers, directors, employees and agents, in connection with this Agreement, except those arising by reason of the sole negligence of the City Indemnitees.

5.2 City agrees to defend, indemnify and hold harmless TPL, its officers, directors, employees and agents ("**TPL Indemnitees**"), from any and all acts, claims, omissions, liabilities and losses asserted by any third party arising out of acts or omissions of City, its

officers, employees and agents in connection with this Agreement, except those arising by reason of the sole negligence of TPL Indemnitees.

5.3 In the event of concurrent negligence of the City Indemnities and the TPL Indemnities, 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.

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

6. **Public Relations.** RPD and TPL shall cooperate in good faith on matters of public relations and media responses related to the Project and/or this Agreement. TPL shall not delegate any public relations, publicity, advertising, or earned media campaigns, events, articles, print or digital media or other media without written agreement from RPD. 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. TPL shall also require the Architect to notify TPL and the City prior to responding to any inquiry by a news or community organization. Neither TPL nor RPD shall issue a press release in regard to this Agreement without providing prior notice to the other party. To facilitate the execution of this Section, the City and TPL have each designated one person as a spokesperson with respect to this Agreement. All media contacts to RPD will be directed to the Director of Policy and Public Affairs at the address provided in Section 8 below. All media contacts to TPL will be directed to Keith Maley at the email address provided in Section 8 below.

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

To the fullest extent possible, all print and electronic communications regarding the Project shall refer to TPL and shall include the TPL logo as shown in Exhibit F. In addition, the Parties agree that all print and electronic communications regarding the Project that pertain specifically to the Let'sPlaySF! area of the Project shall, to the fullest extent possible, refer to Let'sPlaySF! and include the Let'sPlaySF! logo, and where appropriate the RPD and San Francisco Parks Alliance logos as shown in Exhibit E.

At a time and in a format to be determined later by the Parties, the Parties may hold playground events, including a groundbreaking and an opening to celebrate the Let'sPlaySF! initiative and the Buchanan Street Mall Project. The timing, general format and budget for such an event shall be reviewed and approved by the Parties and any event shall include references to Let'sPlaySF! and The Trust for Public Land as deemed appropriate by the Parties.

7. **On-Site Recognition.** This Grant is conditioned on the Project including on-site recognition for TPL. TPL will design on-site recognition in coordination with RPD. TPL acknowledges and understands that signage (including, without limitation, form, size, design and material) at the Project Site is subject to approval by RPD and the Recreation and Park Commission in their sole discretion, and must be incorporated into the project budget with prior approval of RPD.. The parties intend to include the Let'sPlaySF! donor recognition blocks in a location close to the Let'sPlaySF! area.

8. **Early Termination and Notices.**

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

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

8.3 Notice of termination, and any other notices under this Agreement, shall be provided to each Party at the addresses below:

TRUST FOR PUBLIC LAND	SF RECREATION AND PARK DEPARTMENT
Gilman Miller, Senior Counsel The Trust for Public Land - Western Division 101 Montgomery Street, Suite 900 San Francisco, CA 94104	Philip A. Ginsburg, General Manager SF Recreation & Park Dep't 501 Stanyan Street San Francisco, CA 94117

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

10. **Miscellaneous.**

- a. This Agreement (including the Exhibits hereto, which are incorporated herein by reference) contains the entire understanding between the Parties as of the date of this Agreement, and all prior written or oral negotiations, discussions, understandings and agreements are superseded.
- b. All actions described herein including but not limited to the feasibility study and concept design for the Project Site as permitted herein, are subject to and must be conducted and accomplished in accordance with the applicable requirements of the City's charter, its municipal code and applicable state and federal laws, building codes and regulations.
- c. Except as expressly provided to the contrary, all approvals, consents and determinations to be made by the City hereunder may be made by the RPD General Manager or his or her designee in his or her sole and absolute discretion.



11. **Amendments.** This Agreement (including the attached exhibits) may only be amended or modified by a signed writing of the Parties. The RPD General Manager, in consultation with the City Attorney, may approve such amendments on behalf of the City provided the amendments are in the best interests of the City, do not materially decrease the benefits of the Agreement to the City, do not materially increase the obligations or liabilities of the City, and are necessary or advisable to complete the Project, and are in compliance with all applicable laws.

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

APPROVED:



Philip A. Ginsburg  
General Manager  
Recreation and Park Department



Date



Gilman Miller  
Senior Counsel  
Trust for Public Land



Date

APPROVED AS TO FORM:

DENNIS J. HERRERA  
CITY ATTORNEY

By: 

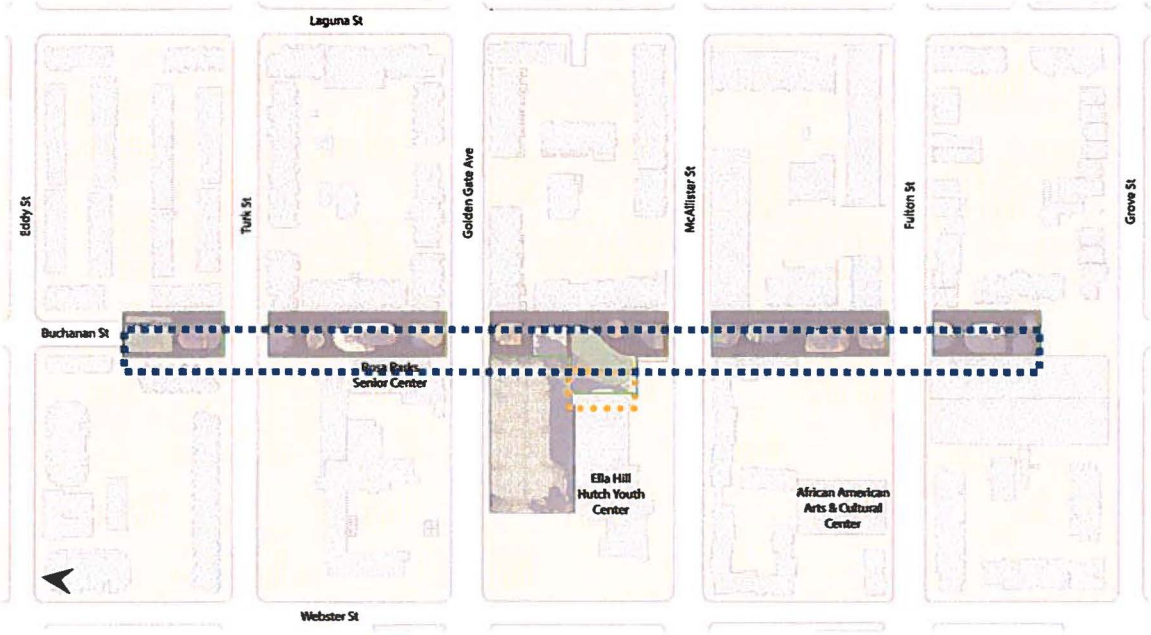
Manu Pradhan  
Deputy City Attorney

**Attachments:**

- Exhibit A – Map Showing Site
- Exhibit B – Work Plan
- Exhibit C – Architect Insurance Requirements
- Exhibit D – TPL Insurance Requirements
- Exhibit E – Let'sPlaySF! logo
- Exhibit F – The Trust for Public Land logo



**EXHIBIT A**  
**Map Showing Project Location**



RPD Project Area 

Additional Project Area 

**EXHIBIT B**  
**The Trust for Public Land Work Plan**



WORK PLAN

## **Buchanan Street Mall Design**

**November 15, 2018**

## **Introduction**

The renovation of Buchanan Street Mall will be one of thirteen playgrounds to be renovated as part of the Let's Play SF Campaign, a partnership between the San Francisco Parks Alliance and the San Francisco Recreation and Park Department. The Trust for Public Land is thankful to be a part of this effort to renovate Buchanan Street Mall.

The project offers an opportunity to strengthen partnerships between RPD, TPL, and other community partners with the shared goal of improving community health and equity by providing access to high quality and safe public spaces.

We recognize that part of ensuring success is to have clear roles, responsibilities and agreed upon outcomes among the partners. To that end, this document provides an initial starting point to scope the endeavor and set the stage for an open and continuous dialog to define roles and responsibilities, shared goals, desired outcomes and next steps.

## **Goals**

The process will result in the completion of a concept design for Buchanan Street Mall, and the renovation of a minimum of one block of Buchanan Street Mall.

This process will achieve the following goals:

1. Concept Design for the entire five-block Mall. Develop a community supported concept plan and associated cost estimate for the five blocks. The design will build upon the activation and the vision document for Buchanan Street Mall and reflect the aspirations of the community. The design will be used not only to guide future improvements but also to coordinate and secure additional funding.
2. Detailed Design and construction for a block to be determined by RPD following the conceptual design phase and community input. Develop construction documents and implement the selected block or equivalent area to include amenities envisioned by the community and ensure that the improvements serve the neighborhood needs.
3. Execution: Cooperate with RPD to deliver the renovations on time and on budget
4. Community Engagement. Work with community partners to ensure the design reflects the needs, history, and future aspirations of the community.

## Project Partners and Roles

The Trust for Public Land will be responsible for overall project management; community engagement related to the design process; and design oversight. This role will include selecting, contracting and managing a team of professional consultants and coordinating closely with RPD. In addition to the community engagement during the participatory concept design phase TPL will work with community partners to provide regular updates to the community and ensure that the project incorporates the community's vision and RPD's standards and requirements. During bid and construction, TPL will provide the design consultants' services to support RPD's project manager and construction manager.

RPD is the owner and responsible for the maintenance and management of the park. We envision that RPD's responsibilities will include: a) contracting and managing the construction and other non-design sub-consultants and covering the expenses outlined in this Exhibit B; b) providing and facilitating reviews and approvals to ensure the design meets RPD standards; c) bidding the project's construction in accordance to Public Bid requirements; d) holding and managing the construction contract with the selected contractor.

Project roles and responsibilities are outlined in the following matrix:

DESIGN PHASE		
Donor (Trust For Public Land)	Project Manager (RPD)	Design Team (OCB-MLA)
Conduct search for qualified design consultant(s) in coordination with RPD	Monitor project schedule	Design the project based on Donor and RPD direction
Secure and administer design and outreach consultant contracts	Establish and monitor project budget and expenditures	Conduct design meetings/workshops
Monitor design progress and conformance with MOU budget and schedule benchmarks	Secure and administer 3rd party cost estimator's contract	Conduct and/or supply design materials for community design updates and workshops
Issue direction to design consultants regarding changes in project scope	Secure site investigation reports: haz mat assessment, topo survey, geotechnical report	Prepare and submit conceptual design plans and 3-D renderings for use in developing the design, during community outreach, and for presentation to the RPD Commission and its committees.
Schedule regular design meetings	Attend regular design meetings. Provide RPD design direction based on RPD project and community goals, construction and maintenance standards and design intent.	Prepare and submit 30/60/90 phase designs submittals
Incorporate RPD project goals, construction and maintenance standards and design intent in directing design team	Participate in cost reconciliation meetings	Provide written response to RPD comments and incorporate into design documents
Coordinate all community outreach in consultation with RPD and relevant community partners. Provide notification and publicity translated into all languages required by RPD and City	Facilitate reviews by and present design progress to RPD Structural Maintenance Yard (SMY) and Operations at 30%, 60%, 90% submittals and provide	Provide written response to Access Coordinator comments and incorporate into design documents

policy.	SMY/Operations comments to design team lead	
Schedule & conduct steering committee meetings	Facilitate reviews by City access coordinator at 30%, 60%, 90% submittals and provide City Access Coordinator comments to design team lead	Conduct QA/QC for calculations, drawings, specifications, estimates, & schedules
Coordinate fund raising for donor-provided services and deliverables	Obtain signature of approval from designated City access coordinator (MOD)	Identify and incorporate up to 3 design alternates
Coordinate planning and design of donor recognition features	Obtain environmental and planning agency approvals (CEQA/GP)	Coordinate with DPW Contract Administration on drafting of Division 01 specifications
Facilitate gift to the City of documents and funds	Submit applications for building permits, encroachment or other regulatory permits	Prepare and submit storm water management ordinance application to SFPUC
Make major budget and schedule decisions in coordination with RPD	Prepare construction phasing plan and identify and salvage any materials RPD wishes to retain or reuse	Prepare and submit water conservation ordinance application to SFPUC
Facility weekly/bi-weekly coordination meetings	Secure services of DPW CA to prepare Division 0 and Division 1 Specifications	Prepare 100% Permit / Bid Documents with stamps and wet signatures
Manage and primary point of contact for consultant team	Coordinate with CMD to set LBE sub-contractor participation goals	Submit Building Permit package(s) to DBI
	Facilitate transfer of funding for advertisement & construction	Meet permit officials, respond to permitting agency comments and revise Permit / Bid Documents as needed
		Pull permit(s) at DBI (funded by RPD)
		Provide digital and hard copy Bid Documents to RPD. Provide scanned digital file of approved stamped permit set and job card to RPD.
<b>BID AND AWARD PHASE</b>		
<b>Donor (Trust For Public Land)</b>	<b>Project Manager (RPD)</b>	<b>Design Team (OCB-MLA)</b>
Monitor bid results against MOU budget	Facilitate contract advertisement through DPW CMD	Prepare responses to bidder questions
Work with RPD Public Affairs division to schedule and plan ground breaking event	Perform outreach to interested bidders	Prepare addenda documents if needed
Oversee design and outreach consultants	Conduct pre-bid conference	Review bidder qualifications and bid protests, if applicable
Inform community of bid timeline	Coordinate issuance addenda through DPW CMD	Attend the pre-bid conference
Attend pre-bid conference	Attend bid opening	Attend partnering session
Attend partnering session	Review bids	
Manage and primary point of contact for consultant team	Obtain approval from CMD prior to award of contract	
	Obtain RPD Commission approval to award contract / reject bids	
	Facilitate contract certification through SF PW	
	Secure services of SF PW BDC for Construction Management	



	Secure services of SF PW Materials Testing Lab	
	Secure services of a consultant Special Inspector and Haz Mat Monitoring firm if applicable	
	Conduct pre-construction community outreach	
	Work with GC to schedule partnering session	
<b>CONSTRUCTION PHASE</b>		
<b>Donor (Trust For Public Land)</b>	<b>Project Manager (RPD)</b>	<b>Design Team (OCB-MLA)</b>
Facilitate fabrication of donor recognition features and coordinate installation with GC	Schedule pre-construction meeting	Attend pre-construction meeting
Work with RPD Public Affairs to schedule and plan Grand Opening event	Coordinate with site staff on closure related issues such as temporary power and site access	Attend weekly construction meetings to resolve construction issues as they arise
Participate in punch walk and assist in the preparation of punch list in coordination	Attend weekly construction progress meeting to track project progress	Review submittals, shop drawings, RFIs and contractor as-builts
Attend weekly construction progress meeting to track project progress	Monitor the work of the SF PW CM team and inspection consultants	Conduct site visits and make observations of the work to confirm conformance with plans/specs
Manage and primary point of contact for consultant team	Negotiate, review, and approve change orders and time extension requests	Prepare Supplemental instructions, clarifications, and sketches as required
	Provide reports as needed to the Donor and other interested parties on the progress of the work and expenditure of the gift	Conduct substantial completion site walk and submit punch list to CM
	Review and approve construction contractor's progress payments	Participate in punch walk and assist in the preparation of punch list in coordination
	Prepare periodic progress updates for posting on the RPD blog	
	Monitor contractor compliance with 12B/14, OSLE and First Hire ordinances	
	Coordinate RPD Operations substantial completion site walk and submit punch list to CM	
	Coordinate City's Access Coordination's substantial completion site walk and submit punch list to CM	
	Coordinate site hand-off to RPD	
	Assist RPD Public Affairs and Donors with Grand Opening, if needed	
	Oversee accounting and contract closeout process	

## Scope of Work

The scope is divided into five tasks, with task 0 being ongoing throughout the duration of the projects.

### TASK 0 | Community Engagement (ongoing)

TPL and RPD will work together to explore and develop partnerships to identify the community's priorities and needs for the park and help facilitate the development of partnership agreements.

#### TPL Deliverables

- Outreach to and meetings with relevant and representative community members and groups
- Outreach calendar members and groups
- Meeting minutes or summary
- Sign in sheets with attendance list, count, and option for contact info from attendees
- Follow up with the community on meeting outcomes and project progress

### TASK 1| Concept Design (8 months)

TPL and RPD will co-lead a participatory design process for the entire five-block Buchanan Street Mall to generate a community supported conceptual design. The final community supported conceptual design shall include the Let's Play SF! Play Area.

#### 1.1. Site assessment

The site assessment for Buchanan Street Mall will include:

- Evaluation of existing conditions and use
- On site meeting with stakeholders including Rec Park maintenance staff
- Topographic survey and base map (provided by RPD)
- Arborist report (provided by RPD)

#### 1.2. Participatory design

TPL will work with RPD to lead an inclusive process to engage the community at different stages in the conceptual design process. Key stakeholders include Citizen Film, Green Streets, District 5 Supervisor, City Agencies (Department of Public Works, Planning Department, Police Stations, Health Department, Mayor's Office, etc.), Ella Hill Hutch Community Center, African American Arts & Culture Complex, Rosa Parks Senior Center, Mo'Magic and other neighborhood organizations, schools, churches and community leaders. TPL will work with Citizen Film, Green Streets, and other community partners to conduct:

- At least 3 community meetings
- At least 3 focus group meetings
- Interviews and/or presentations with key stakeholders

#### 1.3. Concept plan and cost estimate

TPL and its consultants will provide the design services for the entire five-block Buchanan St. Mall. All design meetings and decisions will be conducted jointly between TPL and RPD. RPD will provide for cost estimating, Site Survey and Arborist Report. This task will include:

- Coordinating with City agencies: Rec Park maintenance and programming staff, Mayor's office on disability, Public Utilities commission, etc.
- Developing and presenting design options to the community and stakeholders
- Refining the plan into a final concept plan
- Developing a conceptual budget/cost plan (provided by RPD)

#### 1.4. Approval of concept plan

- Present the final concept plan for the entire five-block Buchanan St. Mall for approval at the SF Rec & Park Commission seven months after the commencement of conceptual design work.

#### Deliverables

- Topographic survey (provided by RPD)
- Final design concept and illustrative plans and renderings the entire five-block Buchanan St. Mall approved by the SF Rec Park Commission. Plans should be at a resolution to clearly understand the design intent and site elements associated with each block. Renderings should show both overall concept and salient locations (5 minimum).
- Conceptual cost estimate (provided by RPD).

### TASK 2 | Design Development and Construction Drawings (8 months)

Assuming that TPL has successfully raised the balance of funds needed by June 2019 as noted in Recitals D of this Agreement, and after approval of the concept design, TPL's design team will develop and produce construction drawings and specifications for the Buchanan St. Mall area selected for the first phase of construction. This area shall include the Let'sPlaySF! play area.

#### 2.1 Prepare Design Development documents

- Refine design to define the character, materials, and location for project elements and systems, based on concept design
- Research and select materials, site furnishing, and plants
- Produce design development drawings, including preliminary details of key elements, and sections and elevations to clarify scale and relationships
- Produce preliminary stormwater management plans
- Review 100% design development set with RPD Structural Maintenance Yard and make required changes
- Produce cost estimate for 100% design development (provided by RPD)
- Attend monthly coordination meetings as needed

#### 2.2 Prepare Construction Documents

- Produce construction documents, including drawings and technical specifications of all elements within the scope of work
- Review 50% and 90% Construction Documents set with RPD Structural Maintenance Yard and make required changes
- Produce cost estimate for 90% Construction Documents, and provide value engineering recommendations and document revisions as needed
- Submit for review Stormwater Control Plan to SFPUC, and incorporate feedback
- Lead permit procurement from DBI, with assistance from Rec Park



**Deliverables:**

- 100% Design Development Submittal
- 50% Construction Documents Submittal
- 90% Construction Documents Submittal (Permit/Bid Set). Provide RPD with digital stamped/approved permit set & job card.
- 100% Construction Documents Submittal (Construction/Conform Set)
- Procuring permits, including DBI and SFPUC
- Cost Estimates (provided by RPD)
- Digital versions of all deliverables plus two half-size hard copies of drawings to RPD)

**TASK 3| Bid and Award (5 months)**

TPL and design consultants will assist the City in the Bid and Award Process for the Buchanan St. Mall selected block.

**3.1 Assist City with Public Bid and Award**

- Provide RPD answers to questions from bidders
- Prepare addenda as required for clarifications of construction documents

**TASK 4| Construction Administration and Close-out (12 months)**

RPD will hold the construction contract and provide construction management. TPL will contract design consultants to provide construction administration to ensure that the project is being constructed according to the plans.

**4.1 Construction administration and oversight**

- Review submittals and shop drawings; respond to RFIs
- Visit the site as necessary to review the work of the General Contractor for conformance with the Construction Documents. Attend progress meetings as necessary.
- Provide field observation reports
- Conduct a final walk-through, and assist in preparing a punch list

**4.2 Close out**

- Assist in reviewing as-builts and warranties for conformance to contract documents, and provide to RPD

## Project Timeline

Buchanan Mall Timeline	2018					2019					2020					2021				
	Jan	Feb	Mar	Apr	May	Jan	Feb	Mar	Apr	May	Jan	Feb	Mar	Apr	May	Jan	Feb	Mar	Apr	May
TASK 0 - Engagement																				
TASK 1 - Concept Design (5 Blocks)																				
TASK 2 - Design Development & Construction Documents (Phase 1 area)																				
TASK 3 - Bid & Award (Phase 1 area)																				
TASK 4 - Construction (Phase 1 area)																				

## Project Budget

	Phase 1 Concept	Phase 2 DD and CDs	Phase 3 Bid and Award	Phase 4 Construction and Closeout	TOTAL
	All five blocks	One block	One block	One block	
	6 months	8 months	6 months	8 months	
<b>Project Management, Engagement and Design (under TPL)</b>					
TPL Costs for Project Management (Staff time, overhead and expenses)	73,000	105,000	14,000	64,000	256,000
Professional Services under TPL					
TOOCB (Landscape Arch, Civil, Irrigation, Electrical, Lighting)	97,500	220,865	4,700	40,000	363,065
Structural Engineer	0	15,000		5,000	20,000
Playground Design Consultant	0	5,000		5,000	10,000
Citizen Film (community outreach)	3,600	3,000	3,000	3,600	13,200
Green Streets (community outreach)	15,000	6,000	6,000	9,000	36,000
Professional Services contingency for TPL @ 15%	17,415	37,480	2,055	9,390	66,340
<b>Total Costs by TPL (see note below)</b>	<b>206,515</b>	<b>392,345</b>	<b>29,755</b>	<b>135,990</b>	<b>764,605</b>
<b>Other Professional Services and Costs (paid by RPD)</b>					
Geotechnical Report					
Site Survey					
Arborist					
Cost Estimator					
Construction Manager (if not performed by RPD PM)					
RPD Project Manager					
Spedal Testing and Inspections					
Plan check and Permits					
Play Equipment Certification					
Utility Connections					
Construction of Playground (one block)					
Let's Play SF Signage					

Note: Some of the costs are based on estimates and may be adjusted as the project progresses

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

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

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

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

(iii) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

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

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

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

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

(iii) Joint Ventures/Partnerships: Each participant in the joint venture/partnership must include the joint venture or partnership as a Named Insured on each of their separate policies, with respect only to the interests and activities of that participant in the joint venture or partnership.

(c) Regarding Workers' Compensation, Architect hereby agrees to waive subrogation which any insurer of Architect may acquire from Architect by virtue of the payment of any loss. Architect agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Architect, its employees, agents and consultants.

(d) All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section. Notwithstanding anything to the contrary in this Agreement, upon the lapse of any required insurance coverage, RPD shall have the right to terminate this Agreement upon Seven (7) days' prior written notice to TPL. Architect shall be responsible, at its expense, for separately insuring Architect's personal property

(e) Should any of the required insurance be provided under a claims-made form, Architect shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

(f) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

(g) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

(h) Before commencing any operations under this Agreement, Architect shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

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

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

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

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

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

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

(iii) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

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

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

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

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

(c) Joint Ventures/Partnerships: Each participant in the joint venture/partnership must include the joint venture or partnership as a Named Insured on each of their separate policies, with respect only to the interests and activities of that participant in the joint venture or partnership. Regarding Workers' Compensation, TPL hereby agrees to waive subrogation which any insurer of TPL may acquire from TPL by virtue of the payment of any loss. TPL agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by TPL, its employees, agents and consultants.

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

(e) Should any of the required insurance be provided under a claims-made form, TPL shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that,

should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

(f) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

(g) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

(h) Before commencing any operations under this Agreement, TPL shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

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

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

**Exhibit E**  
**RPD Logo**  
**Let'sPlaySF! Logo**  
**Let'sPlaySF! Partner logos**

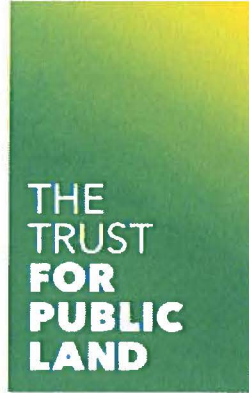


**TRANSFORMING  
PLAYGROUNDS TOGETHER**





**Exhibit F**  
**The Trust for Public Land Logo**





**RECREATION AND PARK COMMISSION**  
**City and County of San Francisco**  
**Resolution No. 1902-004**

**BUCHANAN STREET MALL**  
**TRUST FOR PUBLIC LAND GRANT ACCEPTANCE AND AGREEMENT**

**RESOLVED**, that this Commission does Discussion and possible action to 1) recommend that the Board of Supervisors authorize the Recreation and Park Department to accept an in-kind grant valued at up to approximately \$900,000 from the Trust for Public Land for project management, planning and design services, and community engagement for the Buchanan Mall 5 block project, including a Let'sPlaySF! play area renovation project; and 2) authorize the Department to enter into an Agreement with the Trust for Public Land regarding the in-kind grant.

Adopted by the following vote:

Ayes	7
Noes	0
Absent	0

I hereby certify that the foregoing resolution was adopted at the Recreation and Park Commission meeting held on February 21, 2019.



Margaret A. McArthur, Commission Liaison

**Buchanan Street Mall Park Improvements Project**  
**Phase I: Eddy - Turk and Turk - Golden Gate, including Memory Walk**  
**REC Project Budget**

<b>Project Budget</b>		<b>Funding Sources</b>	
Construction Hard Costs	8,803,514	Trust for Public Land - cash (from Prop 68 Statewide Parks Revitalization grant)	3,986,850
Professional Services- In-Kind	948,486	2020 Health & Recovery Bond	2,000,000
RPD Project Management	288,000	Market-Octavia Development Impact Fees	2,455,108
Other Soft Costs	1,742,486	Let'sPlaySF! Initiative (grant from Parks Alliance)	835,000
		REC General Fund	692,378
		Trust for Public Land - in-kind (from Prop 68 Statewide Parks Revitalization grant)	1,813,150
<b>Total Project Budget</b>	<b>\$11,782,486</b>	<b>Total Funding Sources</b>	<b>\$ 11,782,486</b>

		Trust for Public Land - additional cash (not secured)	1,013,150
		Trust for Public Land - additional in-kind (not secured)	286,850
Contingency for possible added scope \$	1,300,000	Total contingency funds	\$ 1,300,000

# Competitive Grant Program Contract



State of California – The Natural Resources Agency  
DEPARTMENT OF PARKS AND RECREATION

## Sample Grant Contract Competitive Grant Program

GRANTEE: Grantee Name

GRANT PERFORMANCE PERIOD is from July 1, 2019 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 1, 2019 through June 30, 2049

The GRANTEE agrees to the terms and conditions of this contract (CONTRACT), and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

Total State grant amount not to exceed \$ [GRANT amount]

GRANTEE

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE Signature Date

\_\_\_\_\_  
Print Name and Title

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE Signature Date

\_\_\_\_\_  
Print Name and Title

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)					
AMOUNT OF ESTIMATE \$		CONTRACT NUMBER		FUND	
ADJ. INCREASING ENCUMBRANCE \$		APPROPRIATION			
ADJ. DECREASING ENCUMBRANCE \$		ITEM VENDOR NUMBER			
UNENCUMBERED BALANCE \$		LINE ITEM ALLOTMENT		CHAPTER	STATUTE
T.B.A. NO.	B.R. NO.	INDEX		Funding Source	OBJ. EXPEND
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.					
SIGNATURE OF ACCOUNTING OFFICER				DATE	

## **I. RECITALS**

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as “GRANTOR,” “DEPARTMENT” or “STATE”) and [grantee name] (hereinafter referred to as “GRANTEE”).

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as “GRANT MONIES”) not to exceed \$grant amount, subject to the terms and conditions of this CONTRACT and the 20xx/xx California State Budget, Chapter xx, statutes of 20xx, Item number – 3790-xxx-xxxx (appropriation chapter and budget item number hereinafter referred to as “COMPETITIVE GRANT PROGRAM GRANT”). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 1, 20xx to June 30, 20xx.

## **II. GENERAL PROVISIONS**

### **A. Definitions**

As used in this CONTRACT, the following words shall have the following meanings:

1. The term “ACT” means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term “APPLICATION” means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term “DEPARTMENT” or “STATE” means the California Department of Parks and Recreation.
4. The term “DEVELOPMENT” means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term “GRANTEE” means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term “GRANT SCOPE” means the items listed in the GRANT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term “GUIDES” means (1) the document identified as the “Grant Administration Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Competitive Grant Programs Capital Improvement Projects” and (2) The Application Guide that established the competitive procedures and policies for the selection of projects.

### **B. Project Execution**

1. Subject to the availability of GRANT MONIES in the act, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this contract.

To maintain the integrity of the competitive grant program, the GRANTEE agrees that any other project changes or alterations which deviate from the intent of the project selection criteria provided by the GRANTEE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.

3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, §21000, et seq., Title 14, California Code of Regulations, §15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.)

### **C. Procedural Guide**

1. GRANTEE agrees to abide by the GUIDES.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the GUIDES. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

### **D. Project Administration**

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the grant performance period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The grant performance period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

### **E. Project Termination**

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this contract provide that mutual agreement is not required.

3. Failure by the GRANTEE to comply with the terms of the (a) GUIDES, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

**F. Budget Contingency Clause**

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

**G. Hold Harmless**

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of

legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

#### **H. Financial Records**

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.  
The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this CONTRACT or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this CONTRACT. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

#### **I. Use of Facilities**

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
2. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
3. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.
4. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.

5. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

**J. Nondiscrimination**

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project CONTRACT or under provisions of the enabling legislation and/or grant program.

**K. Severability**

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

**L. Liability**

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

**M. Assignability**

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

**N. Use of Grant Monies**

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.



**O. Section Headings**

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

**P. Waiver**

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

GRANTEE

---

AUTHORIZED REPRESENTATIVE Signature Date

---

Print Name and Title

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION

---

AUTHORIZED REPRESENTATIVE Signature Date

---

Print Name and Title

**RECREATION AND PARK COMMISSION**  
**City and County of San Francisco**  
**Resolution Number 2104-006**

**APPROVING THE APPLICATION FOR STATEWIDE PARK  
DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM  
GRANT FUNDS FOR THE BUCHANAN MALL RENEWAL PROJECT**

**WHEREAS**, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

**WHEREAS**, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

**WHEREAS**, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project; now, therefore, be it

**RESOLVED** that the Recreation and Park Commission hereby:

**APPROVES THE FILING OF AN APPLICATION FOR THE BUCHANAN MALL  
RENEWAL PROJECT; AND**

1. Certifies that if the project is awarded the San Francisco Recreation and Park Department will accept the PROJECT and CONTRACT obligations from the Trust for Public Land upon successful completion of the PROJECT and the State's approval of the transfer, should the GRANT be awarded.
2. Certifies that the San Francisco Recreation and Park Department has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
3. Certifies that if the project is awarded, the San Francisco Recreation and Park Department has or will have sufficient funds to operate and maintain the project, and
4. Certifies that the San Francisco Recreation and Park Department has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
5. Delegates the authority to the General Manager, or his/her designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
6. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.
7. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

Adopted by the following vote

Ayes	7
Noes	0
Absent	0

I hereby certify that the foregoing resolution was adopted at the Recreation and Park Commission meeting held on April 15, 2021.



---

Ashley Summers, Commission Liaison



London N. Breed, 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:** April 20, 2021

**SUBJECT:** In-Kind Grant and Associated Agreements

**GRANT TITLE:** Trust for Public Land In-kind Grant and Associated Agreements

---

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 checklist
- Grant budget
- Recreation and Park Commission Resolution
- Trust for Public Land Grant Agreement and Amendment No. 1
- California State Park Grant Contract (Template)

**Special Timeline Requirements:** Approval needed by May 2021.

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

Name: Toni Moran

Phone: 415 794-8173

Interoffice Mail Address: 49 South Van Ness, Suite 1220

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).



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

**TO: Board of Supervisors**

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

**DATE: June 9, 2021**

**SUBJECT: Retroactive – Agreement Amendment with Trust for Public  
Land for Improvements to the Buchanan Street Mall -  
\$8,000,000**

The proposed resolution is to amend an existing agreement between the Trust for Public Land and the San Francisco Recreation and Park Department (RPD). The original agreement and the associated in-kind grant valued of \$900,000 was adopted by the Board of Supervisors on July 23, 2019 as part of Resolution 356-19.

The Amendment Agreement proposes to increase grant by \$7,100,000 for total grant award of up to \$8,000,000. The Recreation and Park Commission approved the amended agreement on April 15, 2021 but RPD has not yet entered into the amended agreement.

Currently, the Trust for Public Land is actively raising funds to delivered improvements to the Buchanan Street Mall Renewal Project. They have applied a Statewide Park Grant from California State Parks and Recreation Department (DPR) and if awarded, a portion of these funds and the associated California State Parks Grant Contract will be transferred to RPD.

The California State Parks Grant Contract will be retroactive to July 1, 2020, the date the State of California appropriated the funds in the DPR budget. Therefore, the Grant Contract is considered retroactive.

# Introduction Form

By a Member of the Board of Supervisors or Mayor

Time stamp  
or meeting date

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  inquiries"
- 5. City Attorney Request.
- 6. Call File No.  from Committee.
- 7. Budget Analyst request (attached written motion).
- 8. Substitute Legislation File No.
- 9. Reactivate File No.
- 10. Topic 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 the Imperative Form.**

Sponsor(s):

Subject:

The text is listed:

Resolution retroactively authorizing the Recreation and Park Department to enter into an agreement with the Trust for Public Land to accept and expend in-kind and cash grant funding in the amount of up to \$7,100,000, which includes up to \$5,800,000 in grant funding from the California Department of Parks and Recreation, for the Buchanan Mall Renewal Project; and approving a grant contract with the California Department of Parks and Recreation which includes a requirement to maintain the project for the duration of the Contract Performance Period from July 1, 2020 to June 30, 2050, pursuant to Charter, Section 9.118(a).

Signature of Sponsoring Supervisor: