

File No. 100968

Committee Item No. 3

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Sub-Committee: BUDGET AND FINANCE

Date: August 4, 2010

BOARD OF SUPERVISORS MEETING

Date: _____

Cmte Board

- | | | |
|-------------------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form (for hearings) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | 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 type="checkbox"/>	<input type="checkbox"/>	_____
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Completed by: Andrea S. Ausberry

Date Thursday, July 29, 2010

Completed by: _____

Date _____

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

1 [Accept and Expend Grant - Recreation and Park Department - Mission Dolores Park -
2 \$1,500,000]

3 **Resolution accepting and expending a gift, valued not less than \$1,500,000 from the**
4 **friends of Dolores Park Playground and the Mercer Fund to the Recreation and Park**
5 **Department for the renovation of the children's playground at Mission Dolores Park.**

6
7 WHEREAS, The City owns real property located at Dolores and 19th Streets, known as
8 "Mission Dolores Park"; and

9 WHEREAS, Through a series of community meetings, a conceptual improvement plan
10 was developed by the Koch Landscape Architects on behalf of the Friends of Dolores Park
11 Playground and the Recreation and Park Department for the renovation of the Children's
12 Playground located in Mission Dolores Park; and,

13 WHEREAS, The conceptual plan was approved by the Recreation and Parks
14 Commission on June 4, 2009 per the Resolution No. 0906-011; and,

15 WHEREAS, The Friends of Dolores Park Playground is a non-profit organization
16 committed to advocating for clean and safe playgrounds, specifically the playground at
17 Mission Dolores Park; and,

18 WHEREAS, The Mercer Fund is a non-profit organization committed to supporting
19 education, science and the community; and,

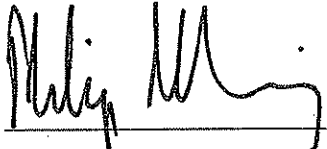
20 WHEREAS, The Friends of Dolores Park Playground and the Mercer Fund are
21 proposing to fully fund the design and construction management, and partially fund the
22 construction of the renovations to the Children's Playground in Mission Dolores Park through
23 a gift ("Gift"), valued at not less than \$1,500,000, to the City and County of San Francisco;
24 and,

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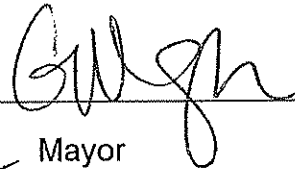
WHEREAS, on April 15, 2010, the Recreation and Park Commission recommended to the Board of Supervisors to accept and expend the Gift as Resolution No.1004-008; now, therefore, be it

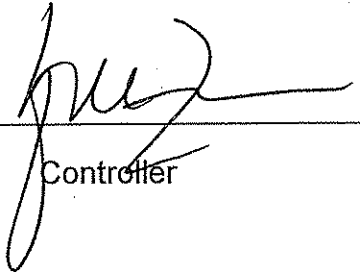
RESOLVED, That the Board of Supervisors authorizes the General Manager of the Recreation and Park Department to accept and expend the Gift valued at not less than \$1,500,000 from the Friends of Dolores Park Playground and the Mercer Fund for the renovation of the Children's Playground at Mission Dolores Park.

Recommended:



Department Head

Approved: 
For Mayor

Approved: 
Controller



Mayor Gavin Newsom
Phillip A. Ginsburg, General Manager

July 15, 2010

Angela Calvillo, Clerk of the Board
Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2010 JUL 20 PM 4:57
BY *PC*

Dear Ms. Calvillo:

Attached please find the original and four copies of the proposed resolution for the Board of Supervisors' approval authorizing the San Francisco Recreation and Park Department to accept and expend a gift valued at up to \$1,500,000 from the Friends of Dolores Park. The following is a list of accompanying documents (five sets):

- Grant/Gift Information Form
- Copy of Memorandum of Understanding with Neighborhood Parks Council, Fiscal Agent for the Friends of Dolores Park
- Copy of Grant Budget

Timeline: This project is scheduled to go out to bid on July 27, 2010. Therefore, we request this resolution be presented to the Board of Supervisors in by July 20, 2010.

Any questions concerning this manner may be directed to the Recreation and Park Department's Director of Policy and Public Affairs, Sarah Ballard. She can be reached at (415) 831-2740 or by email at sarah.ballard@sfgov.org.

Sincerely,

Philip A. Ginsburg
General Manager, San Francisco Recreation and Park Department

Cc: Sarah Ballard, Director of Policy and Public Affairs
Mary Hobson, Project Manager, RPD Capital Improvement Division

File Number: 100968
(Provided by Clerk of Board of Supervisors)

Grant Information Form
(Effective March 2005)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Project Title: **Helen Diller Playground at Dolores Park**

2. Department: **Recreation and Parks Department**

3. Contact Person: **Mary Hobson** Telephone: **(415) 581-2575**

4. Grant Approval Status (check one): **N/A**

Approved by funder

Not yet approved

5. Amount of Gift Funding Approved or Applied for: **\$1,500,000.00+ [\$750,000 in Gift in-kind of Professional Services, and not less than \$750,000 in cash]**

6a. Matching Funds Required: **N/A**

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

7a. Gifter: **Friends of Dolores Park Playground and the Mercer Fund**

b. Gift Pass-Through Agency : **Neighborhood Parks Council [for In-kind Gift]**

8. Proposed Gift Summary: **This gift represents a partnership between the Recreation and Parks Department and the Friends of Dolores Park to work cooperatively toward the full renovation of the children's play area a Dolores Park.**

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

Start-Date: (See note)

End-Date: (See note)

Note: Project Schedule will commence upon Board of Supervisors approval and end upon project completion date.

10a. Amount budgeted for contractual services: **\$750,000.00+**

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 MBE/WBE requirements? **YES**

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

11a. Does the budget include indirect costs? **No. Gift funds will not go toward covering any City indirect costs.**

b1. If yes, how much?

b2. How was the amount calculated?

c. If no, why are indirect costs not included?

- Not allowed by granting agency To maximize use of grant funds on direct services
- Other (please explain): **Gift is a combination of in-kind professional services provided to the project and funds for construction contract costs.**

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

12. Any other significant grant requirements or comments:

As a condition of acceptance of this gift, the Recreation and Parks Department has agreed to name the renovated play area after local philanthropist Helen Diller.

****Disability Access Checklist****

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

- Existing Site(s) Existing Structure(s) Existing Program(s) or Service(s)
- Rehabilitated Site(s) Rehabilitated Structure(s) New Program(s) or Service(s)
- New Site(s) New Structure(s)

14. The Departmental ADA Coordinator and/or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

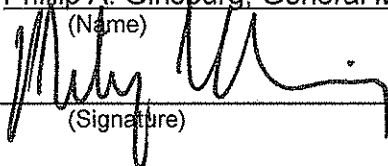
Comments:

MOD review is complete and final sign-off has been secured.

Departmental or Mayor's Office of Disability Reviewer: John Paul Scott
(Name)

Date Reviewed: 06/24/10

Department Approval: Phillip A. Ginsburg, General Manager, San Francisco Recreation and Park Dept.
(Name) (Title)


(Signature)

**MEMORANDUM OF UNDERSTANDING
MISSION DOLORES PARK PLAYGROUND**

This MEMORANDUM OF UNDERSTANDING (this "**MOU**") is made and entered into as of April 2, 2009 (the "**Reference Date**"), by and between the Neighborhood Parks Council, a project of Urban Resource Systems, Inc., a California non-profit public benefit corporation ("**URS**") acting as the fiscal agent for the Friends of Dolores Park Playground ("**FDPP**"), and the Recreation and Park Commission (the "**Commission**") of the City and County of San Francisco (the "**City**"), acting through its Recreation and Park Department ("**RPD**").

Recitals

- A. URS enters into this MOU in its capacity as the fiscal agent for the Friends of Dolores Park Playground. URS and FDPP ("**URS/FDPP**") shall undertake certain obligations together, as more fully set forth herein.
- B. RPD operates and maintains certain real property commonly referred to as the "Mission Dolores Park" (the "**Park**") located on Dolores Street in the City, as more particularly described in Exhibit A attached hereto (the "**Property**"). The Property is under the jurisdiction of the Commission.
- C. Through a series of community meetings that shall number no fewer than three (3), URS/FDPP will create, present, develop and refine a conceptual plan (the "**Conceptual Plan**") for the renovation and construction of the play area at the Property, which is subject to the approval of the Commission, the boundaries of which are generally defined in Exhibit B attached hereto (the "**Play Area**").
- D. URS/FDPP proposes to make an in-kind and cash donation to the City, with such donation having a minimum value of \$1,500,000, including all directly gifted funds, gifts of services and materials, and associated administrative costs of and incurred by URS/FDPP (the "**Gift**"), effective upon the Acceptance Date.
- E. RPD has budgeted \$250,000 in General Fund dollars and \$1,500,000 in 2008 Clean and Safe Neighborhood Park Bond dollars (collectively, the "**City Funds**") for the Project (as defined below).
- F. On ----- the Commission voted to recommend to the Board of Supervisors of the City (the "**Board**") that the City accept such Gift, effective upon the Acceptance Date.

Agreement

NOW, THEREFORE, subject to, and effective upon, the Board's acceptance of the Gift (the date of such acceptance, the "**Acceptance Date**"), the parties hereto agree as follows:

- 1. Scope of the Project: The "**Project**" shall include the Site Preparation, the construction of the New Playground and the ADA Work.

2. Definitions: For the purposes of this MOU, the following capitalized terms shall be defined as follows:

“**ADA Work**” shall mean the construction of a new accessible parking/loading zone on the street and accessible path of travel from the Play Area to the new parking/loading zone.

“**Improvements**” shall mean the Site Preparation, the ADA Work, and construction and installation of the New Playground.

“**New Playground**” shall mean the new play area constructed in accordance with the Conceptual Plan and the Construction Documents.

“**Site Preparation**” shall mean the demolition and site excavation of the existing Play Area and installation of a drainage system and utility connections.

3. URS/FDPP Responsibilities. URS/FDPP will provide the following:

(a) Construction Documents. Detailed construction drawings and specifications for the Improvements, including five (5) full size sets, five (5) half size sets, and one electronic file-copy of the construction documents bearing the stamp and signature of a licensed landscape architect (collectively, the “**Construction Documents**”).

(b) Construction Management. Professional construction administration and construction management services necessary for the construction of the Improvements.

(c) Equipment. Furnishing certain construction materials, site furnishings, and/or play equipment, which shall be determined prior to the Acceptance Date.

4. RPD Responsibilities. RPD will provide the following:

(a) Coordination. Coordination of all city approvals and reviews, including but not limited to City ADA Coordinator, Recreation and Park staff and Commission reviews.

(b) Public Meetings. Facilitation of community meetings and public notification process.

(c) Contracts. Contract administration of a formal construction contract, in conformance with City requirements to complete the Improvements.

(d) Project Management. Project management services for the Project.

5. Gift. Following the Acceptance Date and after the completion of the Construction Documents, URS/FDPP shall give the Gift to the City.

6. Cost of Project. URS/FDPP and RPD agree that the total cost of the Project shall not exceed the sum of the Gift and the \$1.75 million in City Funds, including construction

and all associated Project delivery costs. Should the bids received exceed the total available funds for construction, URS/FDPP shall cover the cost to re-design and RPD shall cover the cost to re-advertise the contract.

7. Financial Reports. Upon acceptance of the Gift, RPD agrees to issue quarterly financial reports until which time as all funds are expended. After completion of the Project, unexpended City funds will be returned to the capital improvement program to be used for future park renovations, and unexpended Gift funds shall be placed in an endowment for the exclusive purpose of maintaining the Improvements.

8. Management. A "Joint Committee" is hereby established to administer the Project, whose initial membership is as follows:

RPD Representative: Mary Hobson

URS/FDPP Representative: Nancy Gonzalez Madynski

The Joint Committee may be enlarged by mutual agreement of RPD and URS/FDPP. In the event of a dispute for which the Joint Committee cannot reach an equitable resolution, the final decision shall fall to the General Manager of RPD.

9. Dedication. As a condition of the Gift, RPD will seek Commission approval to name the renovated New Playground the "Helen Diller Playground" in a manner consistent with the Park Code and Commission policy. Such approval shall be obtained no later than sixty (60) days after the date hereof. The signage identifying the name of the Play Area shall be conspicuously located and shall be at least as large as the current Helen Diller Family Play Area signage at Julius Kahn Park. Any promotional materials or press or public relations materials related to the New Playground shall refer to the New Playground as the "Helen Diller Playground".
10. Access. RPD agrees to stage or phase its future park renovation work in a way that insures that full public access to the Play Area is continuously maintained.
11. Maintenance. URS/FDPP and RPD shall develop a long-term maintenance and component replacement plan ("**Long-Term Maintenance Plan**") for the New Playground that insures that the quality, craftsmanship and over-all integrity of the design is preserved, including, without limitation, replacing any playground equipment with like equipment of the same or better quality. RPD will be responsible for the routine maintenance identified in the Long-Term Maintenance Plan. Non-routine repairs and maintenance of the unique features of the New Playground (as such features are identified in the Long-Term Maintenance Plan) (the "**Special Maintenance**") will be undertaken by RPD by utilizing a fund established by RPD which is exclusively dedicated for funding the Special Maintenance (the "**Maintenance Fund**"). URS/FDPP and RPD shall confer annually to determine the budget required to implement the Special Maintenance during such year, including the amount anticipated to be contributed therefore by URS/FDPP and RPD (each such amount, the "**Annual Contribution**"). Upon the written approval of RPD and URS/FDPP, such budget shall be the "**Annual Budget**" for such year. Following the written approval of each Annual Budget, RPD will recommend a capital budget to the Mayor's Office and Chief Administrative Office equal

to the Annual Contribution for RPD identified in the Annual Budget and URS/FDPP will undertake reasonable fund-raising efforts to secure the Annual Contribution for URS/FDPP identified in the Annual Budget. RPD and URS/FDPP agree their respective Annual Contribution for the City's fiscal year 2009/2010 will each be \$15,000. Unused funds in the Maintenance Fund shall carry forward each fiscal year. RPD's funding commitments to the Maintenance Fund are subject to the budget and fiscal provisions of the City's Charter and Administrative Code and URS/FDPP's funding commitments to the Maintenance Fund are subject to its ability to secure donations for the Maintenance Fund.

12. Time. Both parties agree that time is of the essence. Therefore, RPD agrees to seek Board approval to accept the Gift immediately upon Commission approval of the Conceptual Plan, and contingent upon the Board's acceptance, URS/FDPP agrees to give the Gift to the City by December 30, 2009, or to coincide with the 2nd Bond Sale for the 2008 Clean and Safe Neighborhood Park Bond, whichever is later.
13. Termination. At any time prior to the Acceptance Date, either party shall have the right to terminate this MOU. Any such termination shall be effective upon delivery of written notice of same to the other party.
14. Miscellaneous.
 - (a) Notices. All notices, demands, requests or other communications given under this MOU shall be in writing and be given by personal delivery, United States Postal Service, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested. Any party may change the notice addresses set forth below at any time by written notice of same to the other party.

If to URS/FDPP:

Neighborhood Parks Council
451 Hayes Street
San Francisco, California 94102
Attention: Meredith Thomas

If to the Commission:

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

- (b) Entire Agreement; Amendments. All recitals set forth above are hereby incorporated into the body of this MOU. This MOU, including all exhibits attached, constitutes the entire agreement between the parties and supersedes all prior agreements, promises and understandings, whether oral or written. This MOU shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

- (c) Counterparts. This MOU may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- (d) Headings. The headings contained in this MOU are for convenience only and are not a part of this MOU, and do not in any way interpret, limit or amplify the scope, extent or intent of this MOU, or any of the provisions of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

APPROVED:

Margaret McArthur
Margaret McArthur
Commission Secretary
Recreation and Park Commission

0904-005
Resolution Number

Jared Blumenfeld
Jared Blumenfeld
General Manager
Recreation and Parks Department

Neighborhood Parks Council,
a project of Urban Resource Systems, Inc.
a California non-profit public benefit corporation

By: Isabel Wade

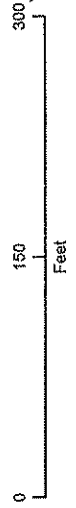
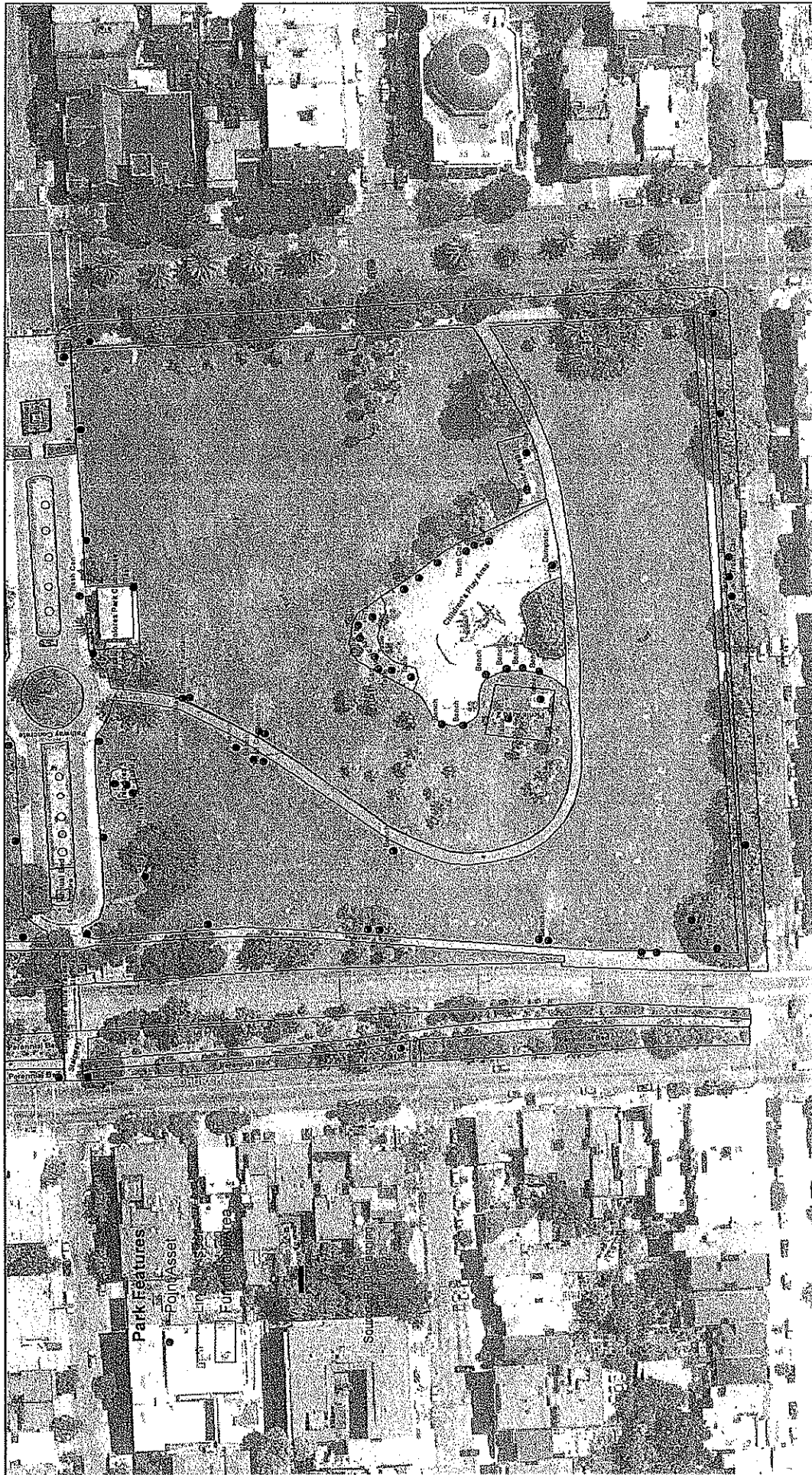
Name: Isabel Wade

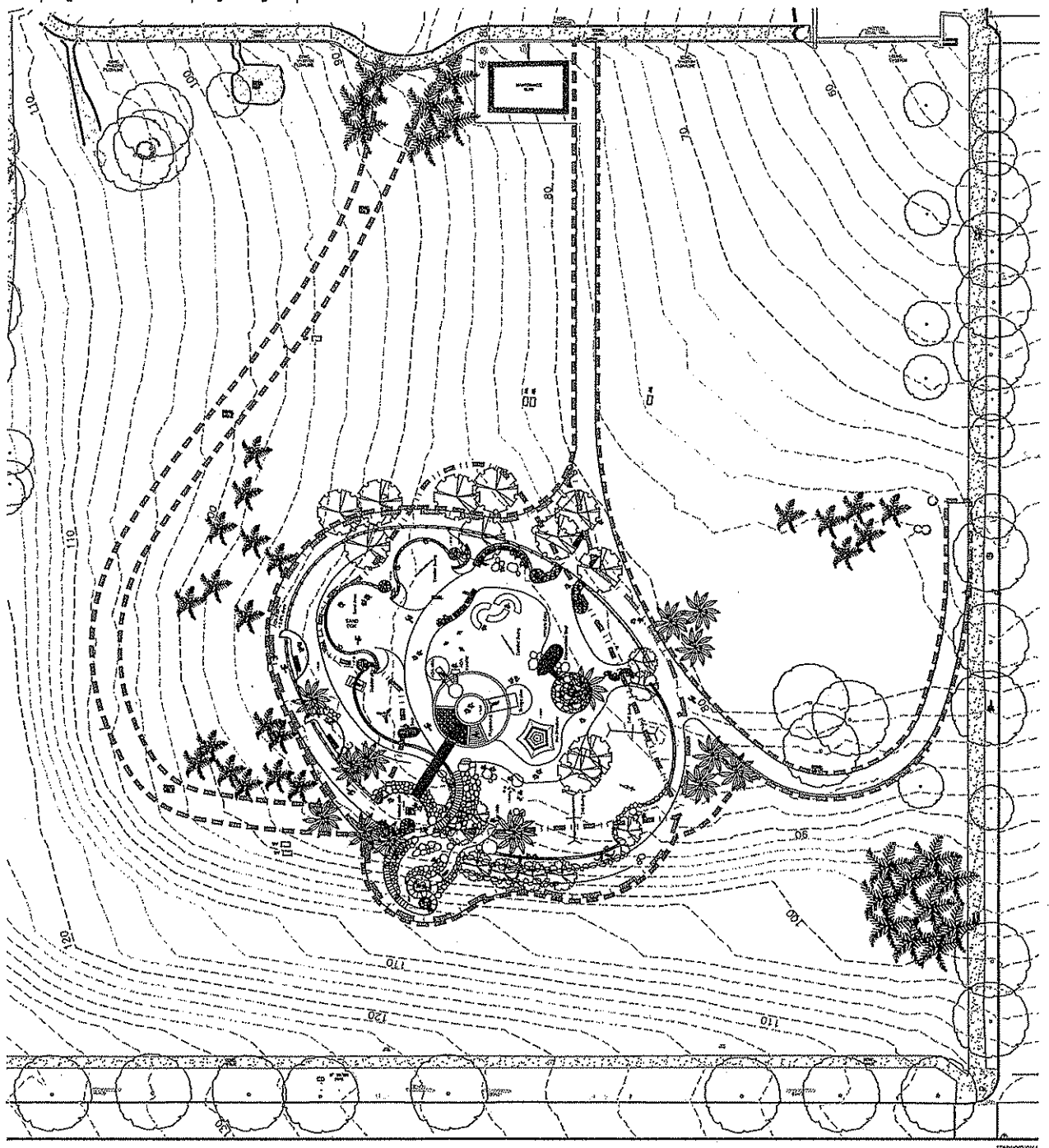
Title: Executive Director

Attachments:

- Exhibit A – Mission Dolores Park
- Exhibit B – Project Area

Mission Dolores Park (South)





LEGEND

--- APPROXIMATE AREA OF IMPROVEMENT

AREA REFERENCE

- PROPOSED PLAY AREA
32,250± sf.
- EXISTING PLAY AREA INCL. SAND
20,500± sf.
- PROPOSED ADDITIONAL sf.
11,750± sf.

EXHIBIT B



Koon Landscape Architecture
1825 North Center Parkway
Portland, Oregon 97217
503.247.9779 1.800.451.7777

Mission Dolores Playground
San Francisco, California
Play Area Renovation

Prepared for: San Francisco Department of Recreation and Parks

REVISIONS

NO.	DATE	DESCRIPTION
01	01/11/09	ISSUED FOR PERMITS
02	02/25/09	ISSUED FOR CONSTRUCTION

DATE: FEBRUARY 25, 2009

SCALE: 1"=50'

DRAWN BY: [Name]

CHECKED BY: [Name]

DATE: FEBRUARY 25, 2009

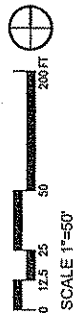
PROJECT NO. [Number]

SHEET NO. [Number]

TOTAL SHEETS [Number]

DATE: FEBRUARY 25, 2009

SCALE: 1"=50'



L1.0

NOT FOR CONSTRUCTION

COST CONTROL REPORT
 PROJECT NAME: MISSION DOLORES PARK PLAYGROUND
 RPD JOB No. 3023V

DATE: 04/09/10

BUDGET BREAKDOWN

FINANCE CODES					PROJECT DELIVERY [Soft Costs]	Project Budget	REVISED FUNDING PLAN		
							GENERAL FUNDS	2008 C&S NP BONDS	GIFT
					<u>Project Management</u>				
4200	PM	ALL	ALL		RPD PM Services	\$80,000.00	\$66,500.00	\$13,500.00	
					NPC Administration Fee	\$37,500.00			\$37,500.00
					Sub-total:	\$117,500.00	\$66,500.00	\$13,500.00	\$37,500.00
					<u>Administration</u>				
9006	12	EPC	CPS		Contract Preparation	\$9,750.00	\$9,750.00		
9013	13	MSA	AEX		Contract Administration	\$2,450.00	\$2,450.00		
4200	RP				Reproduction [Elite]	\$1,000.00	\$1,000.00		
9006	12	ECO	AE2		ADA Coordinator	\$5,000.00	\$5,000.00		
					Advertising	\$650.00	\$650.00		
					Sub-total:	\$18,850.00	\$18,850.00	\$0.00	\$0.00
					<u>Basic A/E Design Services</u>				
					Koch Landscape Architects	\$409,401.00			\$409,401.00
9006	12	EST	AE1-3		Geotechnical Design (BOE)	\$21,285.11	\$21,285.11		
9006	12	ESH	AE1-3		Curb Ramp Design (BSH)	\$11,307.00	\$11,307.00		
					Sub-total:	\$441,993.11	\$32,592.11	\$0.00	\$409,401.00
					<u>Special Design Services</u>				
9014	14	DSM	SUB		Topographical Survey (DSM)	\$10,000.00	\$10,000.00		
9006	12	EHY	AE1-3		Subsurface Drainage System Design (BOE)	\$56,800.00	\$56,800.00		
9006	50	ALL	ALL		Geotechnical Evaluation (AGS)	\$24,410.00	\$24,410.00		
9013	51	ALL	ALL		Cost Estimating Services (PHWong/Mlee)	\$9,980.25	\$9,980.25		
4200	PO				Tree Assessment (HortSciences)	\$5,150.00	\$5,150.00		
					Sub-total:	\$106,340.25	\$106,340.25	\$0.00	\$0.00
					<u>Construction Management Services</u>				
					Mack5 CM	\$212,510.00			\$212,510.00
					Reg. Agency Mat. Testing & Spec. Inspect.	\$20,000.00		\$20,000.00	
					OLSE	\$5,000.00		\$5,000.00	
					Sub-total:	\$237,510.00	\$0.00	\$25,000.00	\$212,510.00
					<u>Permits and Fees</u>				
					BSM Permit	\$1,060.00	\$1,060.00		
					MISC Permits	\$1,921.64	\$1,921.64		
4200	CP	ALL	ALL		City Planning - General Plan Referral & CEQA	\$6,143.00	\$6,143.00		
					Sub-total:	\$9,124.64	\$9,124.64	\$0.00	\$0.00
4200	RS	ALL	ALL		Project Control Contingency	\$118,682.00	\$16,593.00	\$11,500.00	\$90,589.00
					SOFT COST SUB-TOTAL:	\$931,318.00	\$250,000.00	\$50,000.00	\$750,000.00
					<u>CONSTRUCTION ITEMS (C&S)</u>				
					<u>Construction Contract</u>	\$2,000,000.00		\$1,250,000.00	\$750,000.00
					Construction Contingency	\$200,000.00		\$200,000.00	
					Gift In Place	\$0.00			
					Sub-total:	\$2,200,000.00	\$0.00	\$1,450,000.00	\$750,000.00
					CONSTRUCTION COST SUB-TOTAL:	\$2,200,000.00	\$0.00	\$1,450,000.00	\$750,000.00
					TOTAL ESTIMATED PROJECT COST:	\$3,250,000.00	\$250,000.00	\$1,500,000.00	\$1,500,000.00