

File No. 150088

Committee Item No. 1

Board Item No. \_\_\_\_\_

### COMMITTEE/BOARD OF SUPERVISORS

#### AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date February 25, 2015

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 and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/> | Youth Commission Report                      |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Introduction Form                            |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/>            | <input type="checkbox"/> | MOU  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Grant Information Form                       |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Grant Budget                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Subcontract Budget                           |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement                           |
| <input type="checkbox"/>            | <input type="checkbox"/> | Form 126 – Ethics Commission                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Award Letter                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Application                                  |
| <input type="checkbox"/>            | <input type="checkbox"/> | Public Correspondence                        |

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

- |                                     |                          |                                  |
|-------------------------------------|--------------------------|----------------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Rec &amp; Park Resolution</u> |
| <input type="checkbox"/>            | <input type="checkbox"/> | _____                            |
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Completed by: Linda Wong Date February 20, 2015

Completed by: \_\_\_\_\_ Date \_\_\_\_\_

1 [Accept and Expend Grant - San Francisco Parks Alliance - Renovation of South Park - Up to  
2 \$1,811,550]

3 **Resolution authorizing the Recreation and Park Department to accept and expend a**  
4 **grant of up to \$1,811,550 from the San Francisco Parks Alliance, on behalf of the South**  
5 **Park Improvement Association, for the design and construction of the renovation of**  
6 **South Park, for a three-year term, to commence upon Board approval.**

7  
8 WHEREAS, South Park ("Park") is bound by South Park Avenue in the neighborhood  
9 known as South Park, in Supervisorial District 6; and

10 WHEREAS, The South Park Improvement Association ("SPIA") is a neighborhood park  
11 advocacy and fundraising group; and

12 WHEREAS, SPIA supports the Recreation and Park Department's mission of providing  
13 San Franciscans with enriching recreational activities, maintaining beautiful parks, and  
14 preserving the environment for the well-being of its diverse community efforts. SPIA seeks to  
15 support this mission through their philanthropic and creative support of renovating the Park;  
16 and

17 WHEREAS, SPIA is fiscally sponsored by the San Francisco Parks Alliance ("SFPA");  
18 and

19 WHEREAS, In collaboration with Rec Park, the community, and David Fletcher of  
20 Fletcher Studio Landscape Architecture, SPIA began working on a conceptual plan to  
21 renovate the Park ("Project"); and

22 WHEREAS, At a community meeting held on September 26, 2013, Rec Park and SPIA  
23 presented conceptual plan to renovate the approximately 37,000 square foot park; and  
24  
25

1 WHEREAS, At that meeting, community members supported the renovation project  
2 which includes making the Park accessible in compliance with disability laws, and features a  
3 small children's play area, refurbished paths, benches for seating, and refurbished lawns and  
4 plantings; and

5 WHEREAS, The estimated cost to deliver the project is approximately \$2,800,000; and

6 WHEREAS, There is a total of \$2,500,000 in city funds committed towards the Project;  
7 and

8 WHEREAS, The breakdown of city funds is: \$1M from the 2012 Clean and Safe  
9 Neighborhood Parks Bond, Named Neighborhood Park + \$200K from the 2008 Clean and  
10 Safe Neighborhood Parks Bond, Community Opportunity Fund program + \$1.3M from the  
11 Eastern Neighborhood Impact Fees; and

12 WHEREAS, Recreation and Park does not have additional funds available for the  
13 renovation, therefore Recreation and Park's commitment to the Project as defined in the  
14 conceptual plan is contingent upon SPIA, through SFPA, donating the remaining estimated  
15 \$300,000 in cash needed to implement the conceptual plan; and

16 WHEREAS, In the event that the Project's cost estimate increases, SPIA is committed  
17 to funding the Project by increasing their fundraising goal; and

18 WHEREAS, The breakdown of the Grant is: a Cash Grant of up to \$1,500,000 to the  
19 Recreation and Parks Department to be used to fund the construction budget and a Grant-In-  
20 Kind valued at approximately \$311,550 for design services; and

21 WHERAS, On February 20, 2014, the Recreation and Park Commission approved the  
22 conceptual plan, the donor recognition plan and the grant agreement with the SPIA and SFPA  
23 for the design and construction of the conceptual plan, and recommended to the Board of  
24 Supervisors to accept and expend the Grant as Resolution No. 1402-008; and  
25

1 WHEREAS, The Recreation and Park Department proposes to maximize use of  
2 available grant funds on program expenditures by not including indirect costs in the grant  
3 budget; now, therefore, be it

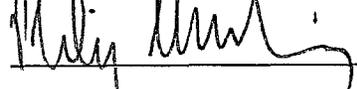
4 RESOLVED, That the Board of Supervisors approves the Grant and authorizes the  
5 Recreation and Park Department General Manager to accept and expend the Grant, and to  
6 perform all acts required of the City there under; and, be it

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

9 FURTHER RESOLVED, That all actions heretofore taken by the officers of the City  
10 with respect to the Grant are hereby approved, confirmed and ratified; and be it

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

17  
18 Recommended:

19 

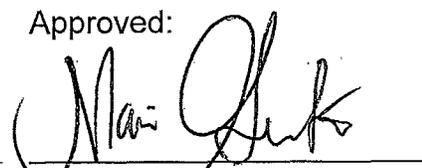
20 General Manager, Recreation and Park Department

21  
22 Approved:

23 

24 Mayor

22 Approved:

23 

24 for Controller



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

November 20, 2014

Melson Mangrobang, Fund Accountant Supervisor  
Office of the Controller  
City Hall, Room 316  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

Dear Mr. Mangrobang:

Thank you for your review of the Accept and Expend package for the \$1,811,550.00 grant from the San Francisco Parks Alliance, on behalf of the South Park Improvement Association. This funding will be used to renovate South Park.

The cash portion of the grant will be used to enhance the Recreation and Park Department's construction budget. The in kind portion of the grant will be for the design services for the project.

The Recreation and Park Department would like the San Francisco Parks Alliance to provide the cash portion in January 2015. Therefore, we would like legislation introduced as soon as possible so that Rec Park has authority to accept and expend these funds.

Sincerely,

Abigail Maher  
Deputy Director, Partnerships Division



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

**TO:** Angela Calvillo, Clerk of the Board of Supervisors

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

**DATE:** November 4, 2014

**SUBJECT:** Accept and Expend Grant Resolution for the South Park  
Renovation Project

**GRANT TITLE:** South Park, San Francisco Parks Alliance Grant

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

- Proposed grant resolution; original signed by Department, Mayor, Controller
- Grant Information form, including disability check list
- Project Budget
- Memorandum of Understanding
- Rec Park Commission Resolution

Special Timeline Requirements: We would like legislation introduced as soon as possible.

The award will be used to renovate South Park.

Departmental representative to receive copy of the adopted resolution:

Name: Abigail Maher Phone: 831-2790

Interoffice Mail Address: [Abigail.maher@sfgov.org](mailto:Abigail.maher@sfgov.org)

Certified copy required: Yes  No

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

**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: South Park
2. Department: The Recreation and Park Department
3. Contact Person: Abigail Maher Telephone: 831-2790
4. Grant Approval Status (check one):  
 Approved by funding agency       Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$1,811,550
- 6a. Matching Funds Required: \$  
b. Source(s) of matching funds (if applicable):
- 7a. Grant Source Agency: The San Francisco Parks Alliance  
b. Grant Pass-Through Agency (if applicable):
8. Proposed Grant Project Summary: The San Francisco Parks Alliance (SFPA) is the fiscal sponsor of the neighborhood group, the South Park Improvement Association (SPIA). The SPIA, through the SFPA, proposes to provide a grant to the City of funding and services necessary to renovate South Park.
9. Grant Project Schedule, as allowed in approval documents, or as proposed:  
Start-Date: February 1, 2015      End-Date: July 1, 2016
- 10a. Amount budgeted for contractual services: \$1,400,000  
b. Will contractual services be put out to bid? Yes  
c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements? Yes  
d. Is this likely to be a one-time or ongoing request for contracting out? One time
- 11a. Does the budget include indirect costs?       Yes       No  
b1. If yes, how much? \$  
b2. How was the amount calculated?  
c1. If no, why are indirect costs not included?  
 Not allowed by granting agency       To maximize use of grant funds on direct services  
 Other (please explain): Not allowed by granting agency.

c2. If no indirect costs are included, what would have been the indirect costs? Force account labor overhead.

12. Any other significant grant requirements or comments:

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

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

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

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

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

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

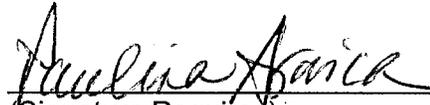
Comments: The project conceptual plans were reviewed by Mayor's Office on Disability (MOD) ADA Coordinator. Subsequently, construction drawings will be reviewed and approved for ADA Compliance by MOD ADA Coordinator.

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

Paulina Araica  
(Name)

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

Date Reviewed: 9/17/14

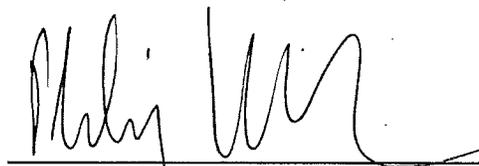
  
(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Philip A. Ginsburg  
(Name)

General Manager, Recreation and Park Department  
(Title)

Date Reviewed: 10/31/14

  
(Signature Required)

South Park	
Grant Name: The San Francisco Parks Alliance, on behalf of South Park Improvement Association - \$1,811,550.00	
Budget Category:	Amount:
A. Personnel	\$0.00
B. Fringe	\$0.00
C. Travel	\$0.00
D. Equipment	\$0.00
E. Supplies	\$0.00
F. Site Elements	\$0.00
G. Design and Construction Documents	\$411,550.00
H. Construction	\$1,400,000.00
	\$0.00
I. Indirect Costs	
	\$1,811,550.00
Grant Amount	

## GRANT AGREEMENT

City and County of San Francisco  
Recreation and Park Department  
*and*  
San Francisco Parks Alliance  
*for the*  
Design and Renovation of South Park

This Grant Agreement ("Agreement"), dated for reference purposes only as January 29, 2014, by and among the City and County of San Francisco ("City"), acting through the Recreation and Park Department ("RPD"), and the San Francisco Parks Alliance, a California nonprofit public benefit corporation ("SFPA") acting as a fiscal sponsor for South Park Improvement Association ("SPIA"), collectively referred to herein as the ("Parties"). The purpose of this Agreement is to delineate the responsibilities of each of the Parties in the design and construction of the renovation of South Park.

### RECITALS

- A. RPD operates and maintains real property located in the City and County of San Francisco bound by South Park Avenue, commonly known as "South Park," in San Francisco that is described on Exhibit A attached hereto ("**Property**" or "**Park**"). The Property is owned by the City.
- B. The SPIA is a neighborhood park advocacy group that is fiscally sponsored by SFPA. At a community meeting held on September 26, 2013, SPIA and RPD presented the conceptual plan attached hereto as Exhibit B ("**Conceptual Plan**") to renovate the approximately 36,999 square foot Park. The renovation project includes making the Park fully accessible in compliance with disability access laws, and will feature a small children's play area, refurbished paths, benches for seating, and refurbished lawns and plantings ("**the Project**"). At that meeting, community members supported the Conceptual Plan.
- C. The estimated cost to deliver the Project as defined in the Conceptual Plan is \$2,811,550 ("**Project Budget**"), consisting of (a) \$2,082,300 for construction, (b) \$659,250 for project management, construction management, design services and other soft costs, and (c) \$50,000 for project contingency. The Recreation and Park Commission has approved the allocation of a total of \$1.2 million for the Project consisting of (a) \$1 million in 2012 Clean and Safe Neighborhood Park Bond dollars, and (b) \$200,000 in 2008 Clean and Safe Neighborhood Park Bond Community Opportunity Fund dollars. In addition, in 2013, the Board of Supervisors appropriated \$100,000 in Eastern Neighborhoods Impact Fees for the Project. The City's Interagency Plan Implementation Committee has recommended that \$1.2 million in Eastern Neighborhoods Impact Fees be appropriated to the Project in the

City's fiscal year 2014-15 budget. As a result, RPD anticipates that there will be a total of \$2.5 million in City funds available for the Project ("City Funds"), subject to the budgetary and fiscal requirements of the City Charter and applicable laws. Even if all \$2.5 million of City Funds are appropriated to the Project, however, there will be a funding gap of \$311,550 for the Project as currently budgeted.

- D. SFPA enters into this Agreement in its capacity as the fiscal sponsor for the SPIA. SFPA proposes to give RPD, on behalf of the SPIA, an-kind grant of services valued at approximately \$311,550 ("In-Kind Grant") for conceptual, schematic, and detailed design and construction documents to fill the funding gap to implement the Conceptual Plan. In addition, if construction bids come in over the \$2,082,300 construction budget, or if all of the City Funds are not appropriated or available, SPIA, through SFPA, may elect to donate the additional funds needed to implement the Conceptual Plan in an amount not to exceed \$1,500,000 ("Cash Grant"). SPIA intends to provide funds sufficient to implement the Project regardless of final cost. SPIA's fundraising campaign will include the sale of pavers, plaques and/or tiles with donor name(s) to recognize donors of \$1,000 or more, subject to the approval of the Recreation and Park Commission.
- E. The City's acceptance of the In-Kind Grant and Cash Grant (together, "Grant") from SFPA is contingent upon approval by the San Francisco Board of Supervisors.
- F. SPIA intends to propose a separate grant to the City in the future to implement a maintenance fund, contingent on its fundraising efforts.
- G. In a determination dated February 20, 2014, the City's Planning Department found that the Project is categorically exempt from environmental review under the California Environmental Quality Act (a copy of these findings is on file with the Recreation and Park Commission Secretary and are incorporated herein by reference).
- H. On February 20, 2014, the Recreation and Park Commission ("Commission") approved the Conceptual Plan attached hereto as Exhibit B, approved the Donor Recognition Proposal, approved this Agreement, and recommended that the Board of Supervisors accept and expend the Grant.

NOW, THEREFORE, the Parties hereto agree as follows:

1. **Term of Agreement.** This Agreement shall become effective only upon acceptance of the Grant by the San Francisco Board of Supervisors, and approval of this Agreement by the City in accord with applicable City Charter and Code provisions and full execution by the Parties (the "Effective Date"), and shall expire upon completion of construction of the Project, unless otherwise earlier terminated as set forth in Section 13 below (the "Term").

2. **Schedule.** The Parties have agreed upon certain milestones as set forth in Exhibit C attached hereto (the "Schedule"). The Schedule is preliminary and may be amended by mutual written consent of each of the Parties.

3. **Roles and Responsibilities.**

3.1. **The City.**

A. It is the role of the Recreation and Park Commission to:

1. Approve the Conceptual Plan;
2. Approve the proposed Donor Recognition Plan for the Project, including plaques and bricks, which are to conform to the Commission's Gift Policy (Res. No. 0103-042); and
3. Recommend that the Board of Supervisors accept and expend the Grant from SFPA, acting as fiscal sponsor for SPJA.

B. Subject to acceptance of the Grant by the Board of Supervisors, and the budgetary and fiscal requirements of the City Charter and City law, RPD shall provide the following for the Project:

1. City Funds. RPD anticipates that there will be a total of \$2.5 million in City Funds available for the Project that would be budgeted as follows: (a) \$2,082,300 for construction (which includes a 10% contingency), (b) \$367,700 for project management and other soft costs related to the Project, and (c) a \$50,000 project contingency to cover unanticipated costs related to the Project. The Parties acknowledge and agree that the availability of City Funds for the Project is subject to the budgetary and fiscal requirements of the City Charter and applicable City laws, including appropriation by the Board of Supervisors of the additional \$1.2 million in Eastern Neighborhoods Impact Fees referenced in Recital C. The Parties also acknowledge and agree that RPD's ability to implement the Conceptual Plan is contingent upon and subject to all of the City Funds being appropriated in accordance with City law and the construction bids coming in within the Project Budget.

2. Project Management. RPD shall provide the services of one RPD Project Manager to:

- a. Contract with the Department of Public Works ("DPW") or private consultants to provide specialized engineering support services for the project;
- b. Contract with the DPW for the coordination and administration of contract preparation and administration, and construction management;

- c. Coordinate necessary City approvals and services for the Project, including but not limited to Environmental Review, compliance with disability access laws, and RPD Department and Commission reviews;
  - d. Administer the construction contract, in conformance with City requirements to complete the Project; and
  - e. Facilitate the community meetings and public notification process.
- C. The Parties hereto acknowledge that, in contemplation of this Agreement, SFPA has entered into a fiscal sponsorship agreement with SPIA to act as fiscal sponsor for SPIA. In furtherance thereof, to the extent required under California Business and Professions Code section 7040(a), the City shall designate SFPA as an "authorized representative" of the City acting through RPD as such term is used therein.
- D. RPD reserves the right to remove or alter the site improvements to the Property in its sole discretion. However, RPD shall conduct "good faith efforts" to contact SFPA in advance of removing or altering any major component of the site improvements in order to allow SFPA the opportunity to restore the site improvements. RPD's rights and obligations described in this Section shall survive expiration of this Agreement.

### 3.2 SFPA.

#### A. In-Kind Grant – Design, Preparation of Construction Documents, and Construction Support Services.

1. Project Design Services. SFPA, on behalf of SPIA, shall engage the services of a licensed and insured design professional ("Landscape Architect") to prepare conceptual, schematic, and detailed designs and construction documents for the Project as described in the Conceptual Plan, and provide on-going design support during the construction process, subject to the following conditions:
  - a) No later than one year from the date of this Agreement, or no less than 60 calendar days prior to advertisement for bids, whichever occurs earlier, SFPA shall deliver to RPD detailed construction drawings and technical specifications for the Project, including five (5) full size sets, five (5) half size sets, and one electronic file-copy, all bearing the stamp and signature of the licensed design professional ("Plans").
  - b) SFPA shall ensure that Landscape Architect's Plans shall comply with applicable provisions of the California and San Francisco Building Codes, the Americans with Disabilities Act and any other disability access laws,

and applicable standards for professional playground design. Where there is an irreconcilable discrepancy between any of the above mentioned codes and regulations, the Landscape 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.

2. SFPA's Contract With Landscape Architect. SFPA's contract with the Landscape Architect shall include the following terms and conditions:
- a. Insurance. SFPA shall require the Landscape Architect to maintain in force, during the full term of its agreement, insurance in the amounts and coverages specified in Exhibit E, and to name as an additional insured the City and County of San Francisco, its Officers, Agents, and Employees.
  - b. Construction Phase Support. The Landscape Architect shall be retained for the duration of the Project's construction and be required to provide the City with construction support services related to the Project.
  - c. Code Compliance. The Landscape Architect shall comply with requirements of applicable codes, regulations, and current written interpretation thereof published and in effect during the Landscape Architect's services. Where there is an irreconcilable discrepancy between any of the above mentioned codes and regulations, the Landscape 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. In the event of changes in such codes, regulations or interpretations during the course of the Project that were not and could not have been reasonably anticipated by the Landscape Architect and which result in a substantive change to the Plans, the Landscape Architect shall not be held responsible for the resulting additional costs, fees or time, and shall be entitled to reasonable additional compensation for the time and expense of responding to such changes. The Landscape Architect shall be responsible, however, to identify, analyze and report to the City 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.
  - d. Standard of Performance. The Landscape Architect shall acknowledge and agree that the Landscape Architect shall perform its services under the agreement in accordance with the professional standard of care applicable to the design and construction administration of projects of similar size and complexity in the San Francisco Bay Area.

3. Fixed Budget Limit Of Project Construction Cost

- a. The fixed budget limit of construction cost (the "Fixed Budget Limit") for the Project is \$2,082,300. The Fixed Budget Limit includes all of the costs of basic construction, including a 10% construction contingency. The Fixed Budget Limit excludes alternates, either additive or deductive.
- b. SPPA shall ensure that the Landscape Architect shall design a Project that conforms to the Fixed Budget Limit; where the lowest responsive bid submitted by a responsible bidder is within five percent (5%) of the Fixed Budget Limit, assuming a 10% construction contingency. In the event that cost estimates prior to bidding or actual bids indicate that the construction cost will exceed the Fixed Budget Limit, SPPA shall do one of two things; 1) cover the shortfall through its Cash Gift to the City, or 2) at no cost to the City: (i) revise the design and construction documents, plans and specifications and (ii) assist the City with re-bidding of the Project, until the construction cost is within +/-5% of the Fixed Budget Limit (while maintaining a 10% construction contingency), subject to the following conditions:
  - i. The City, in consultation with SPPA and its agents, may modify the Fixed Budget Limit, or may apply additive or deductive alternates to the lowest responsive bid to meet the Fixed Budget Limit. The Landscape Architect and the City will confer at all phases of design and before the design of any alternates. To insure that the Project design is within the Fixed Budget Limit, the Plans shall include deductive alternate(s) with a combined value of not less than 10% of the estimated construction cost, with final determination by the City in consultation with SPPA, as to the scope of such alternates, which alternates shall be a part of the bid package, and the order in which the alternates would be accepted.
  - ii. In the event that redesign services are necessary after the City has received bids for construction of the Project, SPPA shall ensure that the Landscape Architect provides such changes at no cost to the City. The Landscape Architect must complete any redesign within two (2) months of notification by the City of its intent to redesign.
  - iii. In the event that redesign services are performed after the Landscape Architect has received notification by the City to redesign and modify the Contract Documents, preparation of modified Construction Documents and preparation of a final estimate of construction cost provided by the SPPA, and obtaining City approval of the final Construction Documents, shall be the limit of the Landscape Architect's responsibility arising out of the establishment of the Fixed Budget Limit except, however, that this shall in no way limit

the Landscape Architect's responsibility or the City's remedies in the event that the reason that the Fixed Budget Limit was exceeded was the result of the Landscape Architect's negligent acts, errors or omissions.

iv. Should the City accept a bid which exceeds the Fixed Budget Limit, there shall be no additional compensation (*i.e.*, no proportional increase in fee) to the Landscape Architect resulting from the increased contract amount.

- B. Cash Grant. Upon completion of a review of the bids received, RPD shall notify SPPA if the lowest responsive bid exceeds the Fixed Budget Limit. Within 10 days of receipt of such notice from RPD, SPPA shall notify RPD whether it will make the Cash Grant to provide the City with all additional funds needed for construction of the Project as set forth in the Conceptual Plan. RPD shall not award a construction contract for the Project unless and until SPPA provides RPD with the Cash Grant to cover any such shortfall. If SPPA fails to provide the Cash Grant to cover a shortfall, RPD may elect, in its sole discretion, to amend the scope of the Project or terminate the Project altogether and shall be immediately released of all of its obligations hereunder.

SPPA, acting as fiscal sponsor for SPIA, shall not be liable to the City to provide funds or services under this Agreement except and only to the extent the amounts of such funds or services are provided by SPIA.

4. Funding. Neither SPPA nor RPD shall be obligated to fund any funding shortfall for the Project pursuant to this Agreement or any other agreement unless such party expressly so agrees in writing.
5. Amendments. This Agreement may be amended only by mutual written consent of each of the Parties, executed in the same manner as the original agreement, provided that the RPD General Manager of the Department may approve an amendment or modification that does not (i) decrease the amount of the Grant under this Agreement, (ii) materially increase the City's liabilities or obligations under this Agreement, (iii) change the Term of this Agreement or (iv) materially change SPPA's liabilities or obligations under this Agreement. Any proposed amendment which falls into the above specified categories shall require the approval of the Commission, and, if required under the City's Charter or Administrative Code, the Board of Supervisors.
6. Insurance. Without in any way limiting SPPA's liability pursuant to the "Indemnification" section of this Agreement, SPPA must maintain in force, during the full term of this Agreement, insurance in the amounts and coverages specified in Exhibit F, and shall name as an additional insured the City and County of San Francisco, its Officers, Agents, and Employees.

7. **Indemnification.** Subject to any provision in this Agreement or in any subsequent agreement entered into hereunder to the contrary, each party agrees to waive claims against and indemnify the other party as follows:

To the extent allowable by law, SPPA 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 SPPA and/or the SPIA, their officers, employees and agents (including but not limited to the Landscape Architect) in connection with this Agreement, except those arising by reason of the sole negligence of the City Indemnitees.

City agrees to defend, indemnify and hold harmless SPPA, its officers, directors, employees and agents, 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 SPPA, its officers, directors, employees and agents.

In the event of concurrent negligence of the City, its officers, employees and agents, and SPPA and/or the SPIA, their officers, directors, employees and agents, 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.

The indemnity obligations described in this Section shall survive expiration of this Agreement.

8. **No Recourse.** RPD and SPPA recognize and acknowledge that SPIA is an unincorporated association of neighbors and SPIA of South Park, that each member is a volunteer, and that each is unpaid, devoting his or her services to the objectives and purposes of SPIA. Accordingly, no director, officer, or member of SPIA shall have any personal responsibility or liability whatsoever for the discharge of the obligations of SPIA set forth in this Agreement, and no director, officer, or member of SPIA shall have any personal responsibility or liability whatsoever for any obligations or liabilities of SPIA assumed or incurred by SPIA under this Agreement, provided however that SPPA assumes all such obligations and liabilities for the SPIA under this Agreement.

9. **Public Relations.** RPD shall be the lead on all media coordination for the Project. Each party will identify a designated point of contact for media inquiries. SPPA and SPIA shall notify RPD's contact of any and all media inquiries prior to responding to such inquiries, and shall provide RPD the opportunity to review and approve such responses before they are issued. SPPA and SPIA shall also provide RPD the opportunity to review and approve any press releases or media

statements on the Project before issuance.

10. **Financial Reports and Disposition of Unexpended Funds.** Upon acceptance of the Grant; RPD agrees to provide quarterly financial reports to SFPA until such time as all Grant funds have been expended or the disposition of unexpended Grant funds has been effected in accordance with the following sentence. Within 60 days of completion of the Project, RPD shall direct any unexpended Cash Grant funds to a restricted fund for the exclusive purpose of maintaining the Property.
11. **Amendments.** Any amendments or modifications to this Agreement shall be subject to the mutual written agreement of Parties, and RPD's agreement may be made upon the sole approval of the General Manager of the Department; provided, however, material amendments or modifications to this Agreement which materially increase RPD's liabilities or financial obligations under this Agreement shall additionally require the approval of the Commission.
12. **No Third Party Beneficiaries.** This Agreement is made for the purpose of setting forth certain rights and obligations of SFPA, the SPIA, and the City, and no other person or entity will have any rights or obligations under this Agreement.
13. **Early Termination and Notices.** SFPA 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 notice of such failure, unless the City cures such failure to SFPA's reasonable satisfaction within such 30-day period, or a different reasonable timeframe mutually agreed upon by the Parties in writing.

The City may terminate this Agreement due to the SFPA's failure to comply with any term of this Agreement (including all exhibits hereto) 30 days after having given the SFPA/SPIA notice of such failure, unless SFPA 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.

Notice of termination, and any other notices under this Agreement, shall be provided to each Party at the addresses below. The Parties addresses for purposes of such notices are:

SOUTH PARK IMPROVEMENT ASSOCIATION	SF RECREATION AND PARK DEPARTMENT	SAN FRANCISCO PARKS ALLIANCE
Toby Levy South Park Improvement Association Address	Philip A. Ginsburg, General Manager SF Recreation & Park Dep't 501 Stanyan Street	Matthew O'Grady Executive Director San Francisco Parks Alliance 451 Hayes Street, 2nd

South Park Renovation  
 EXHIBIT B - GRANT AGREEMENT

SOUTH PARK IMPROVEMENT ASSOCIATION	SF RECREATION AND PARK DEPARTMENT	SAN FRANCISCO PARKS ALLIANCE
	San Francisco, CA 94117	Floor San Francisco, CA 94102
Other	Sarah Ballard Director of Policy and Public Affairs SF Recreation & Park Dep't 501 Stanyan Street San Francisco, CA 94117	<i>with a copy to:</i> Noa Clark Pillsbury Winthrop Shaw Pittman LLP Four Embarcadero Center, Suite 2200 San Francisco, CA 94111
Other	<i>with a copy to:</i> Francesca Gessner Deputy City Attorney Office of the City Attorney, General Government Team City and County of San Francisco City Hall, Room 234 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102	

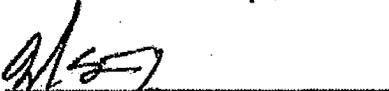
South Park Renovation  
EXHIBIT B - GRANT AGREEMENT

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

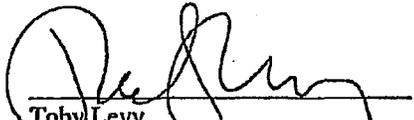
APPROVED:

  
Phillip A. Ginsburg  
General Manager  
Recreation and Park Department

11/6/14  
Date

  
Matthew O'Grady  
Executive Director  
San Francisco Parks Alliance

5/29/14  
Date

  
Toby Levy  
South Park Improvement Association

24 May 2014  
Date

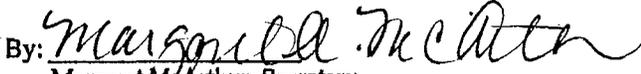
\_\_\_\_\_  
Other

\_\_\_\_\_  
Date

\_\_\_\_\_  
Other

\_\_\_\_\_  
Date

APPROVED: RECREATION AND PARK COMMISSION

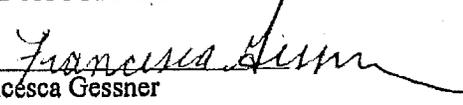
By:   
Margaret McArthur, Secretary

Date: 2/20/14

Resolution No. 1402-008

APPROVED AS TO FORM:

DENNIS J. HERRERA  
CITY ATTORNEY

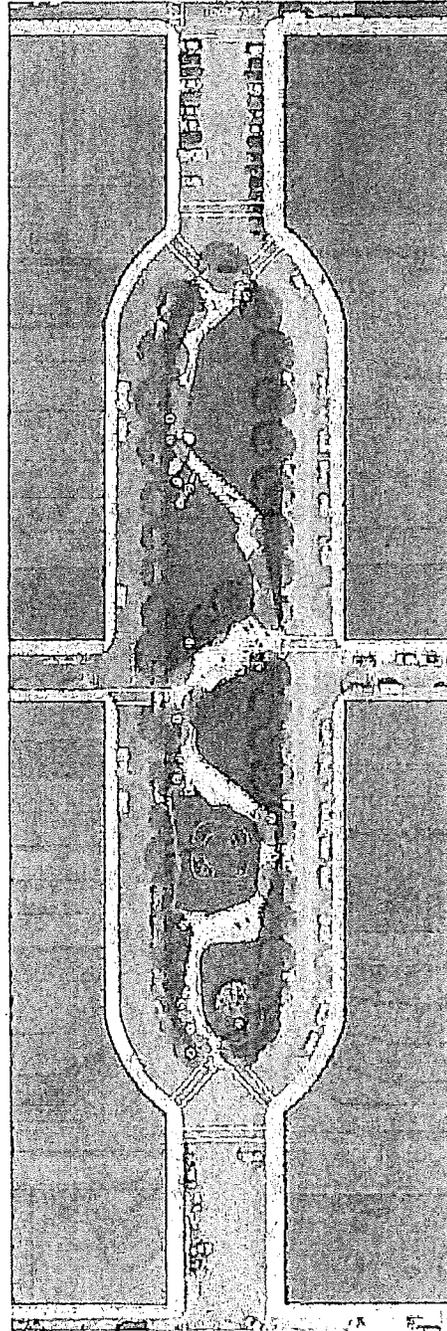
By:   
Francesca Gessner  
Deputy City Attorney

**Attachments:**

- Exhibit A – Map Showing Project Location
- Exhibit B – Conceptual Design
- Exhibit C – Preliminary Project Schedule
- Exhibit D – Preliminary Project Budget
- Exhibit E – Landscape Architect Insurance
- Exhibit F – SFPA Insurance



**EXHIBIT B:  
CONCEPTUAL DESIGN**



- 1 CUSTOM PLAYGROUND
- 2 UNIVERSAL PLAY
- 3 CUSTOM NICHING
- 4 INTERPRETIVE DISPLAY
- 5 TOUGH & RECYCLE RECEPTACLE

**EXHIBIT C:  
PRELIMINARY PROJECT SCHEDULE**

<b>Phase</b>	<b>Target Start</b>	<b>Target Finish</b>
Planning (6 months)	May 2013 <i>January 2016</i>	January 2014 <i>June 2016</i>
Design (10 months)	February 2014 <i>July 2016</i>	November 2014 <i>April 2017</i>
Bid/Award (6 months)	December 2014 <i>May 2017</i>	May 2015 <i>October 2017</i>
Construction (12 months)	June 2015 <i>November 2017</i>	May 2016 <i>October 2018</i>
Closeout (2 months)	June 2016 <i>November 2018</i>	July 2016 <i>December 2018</i>

\* Agreement Project Delivery Schedule

\* *Approved Bond Program Schedule*

South Park Renovation  
 EXHIBIT B - GRANT AGREEMENT

**EXHIBIT D:  
 PRELIMINARY BUDGET**

	BUDGET	<u>Fund Source:</u>	
		CITY	GRANT
<u>Construction, Purchase &amp; Installation</u>	\$2,082,300	\$2,082,300	\$0
Primary Construction	\$1,893,000		
Construction Contingency	\$189,300		
<u>Project Controls</u>	\$679,250	\$367,700	\$311,550
Management & Administration	\$135,740		
Design & Engineering	\$354,750		
Permits & Approvals	\$31,790		
Construction Support	\$156,970		
<u>Project Contingency</u>	\$50,000	\$50,000	\$0
<b>PROJECT BUDGET</b>	<b>\$2,811,550</b>	<b>\$2,500,000</b>	<b>\$311,550</b>

**EXHIBIT E:**  
**LANDSCAPE ARCHITECT CONTRACT INSURANCE REQUIREMENTS**

Without in any way limiting SFPA and Landscape Architect's liability pursuant to the "Indemnification" section of this Agreement, Landscape Architect must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

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

2) 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

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

4) Professional liability insurance, applicable to Landscape 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:

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

2) That such policies are primary insurance to any other insurance available to the Additional 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. Regarding Workers' Compensation, Landscape Architect hereby agrees to waive subrogation which any insurer of Landscape Architect may acquire from Landscape Architect by virtue of the payment of any loss. Landscape 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 Landscape 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.

e. Should any of the required insurance be provided under a claims-made form, Landscape 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, Landscape 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.

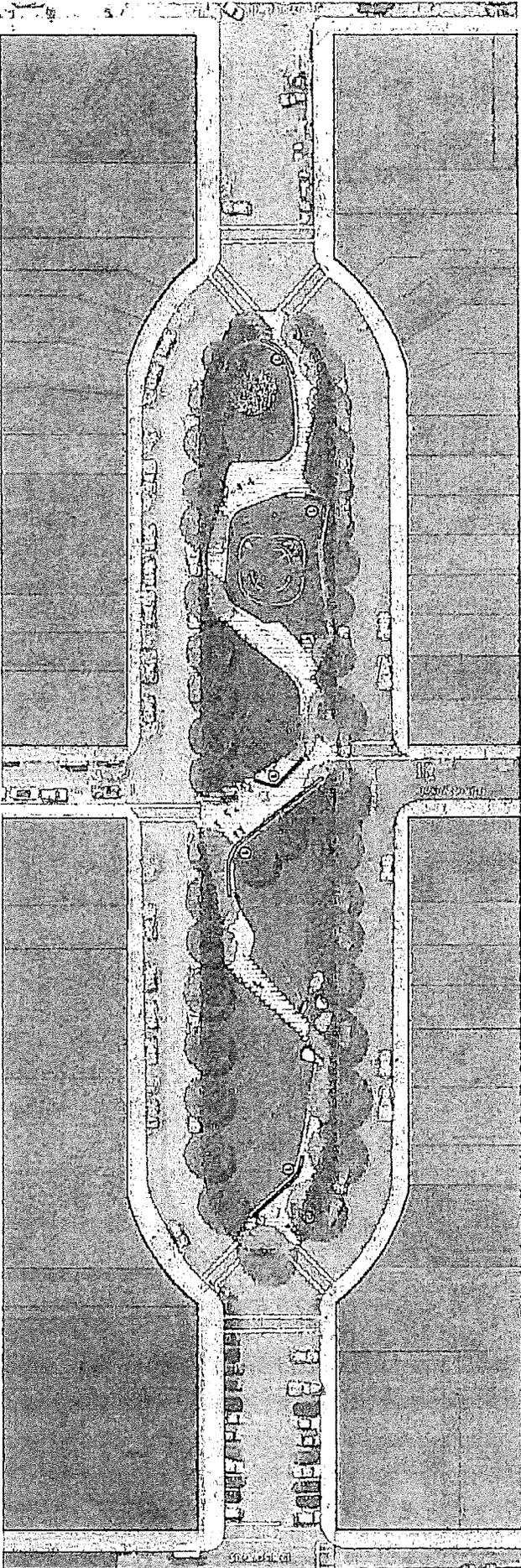
i. Approval of the insurance by City shall not relieve or decrease the liability of Landscape Architect hereunder.

j. If a subcontractor will be used to complete any portion of this Agreement, the Landscape 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 Landscape Architect listed as additional insureds.

**EXHIBIT F:  
SFPA INSURANCE**

SFPA will maintain in force, during the full term of the Agreement, insurance in the following amounts and coverage:

- A. Workers' Compensation, with Employer's Liability limits not less than \$1,000,000 each accident.
- B. Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage.
- C. Business Automobile Liability Insurance with not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage.
- D. Comprehensive General Liability and Business Automobile Liability Insurance policies shall be endorsed to provide the following:
  - a. Name as Additional Insured (except with respect to the professional liability and workers' compensation coverage) the City and County of San Francisco, its Officers, Agents, and Employees.
  - b. That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of the Contract, and that insurance applies separately to each insured against whom claim is made or suit is brought.



- ① DONOR RECOGNITION PLAQUE LOCATIONS
- ② INTERPRETIVE SOUTH PARK HISTORY DISPLAY

South Park Renovation  
 EXHIBIT C - DONOR  
 RECOGNITION PROGRAM

THE SOUTH PARK MASTER PLAN



FLETCHER STUDIO  
 DESIGN LANDSCAPE ARCHITECTURE  
 1500 15TH AVENUE  
 DENVER, CO 80202

**RECREATION AND PARK COMMISSION**  
**City and County of San Francisco**  
**Resolution No. 1402-008**

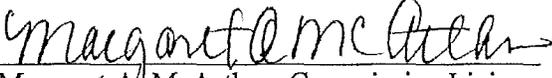
**SOUTH PARK RENOVATION PROJECT**

**RESOLVED**, That this commission does: 1) approve a conceptual plan for the renovation of South Park ("the Project"); 2) recommend that the Board of Supervisors accept a grant of in-kind design services valued at \$311,550 and accept and expend a cash grant in an amount not to exceed \$1.5 million for construction of the Project from the San Francisco Parks Alliance ("SFPA") on behalf of the South Park Improvement Association; 3) approve a Grant Agreement between RPD and SFPA for the design and construction of the Project, and 4) approve a donor recognition program for the Project. Approval of this proposed action by the Commission is the Approval Action as defined by S.F. Administrative Code Chapter 31.

Adopted by the following vote:

Ayes	5
Noes	0
Absent	1

I hereby certify that the foregoing resolution  
was adopted at the Recreation and Park  
Commission meeting held on February 20, 2014

  
Margaret A. McArthur, Commission Liaison

Print Form

# Introduction Form

By a Member of the Board of Supervisors or the Mayor

RECEIVED  
 BOARD OF SUPERVISORS  
 SAN FRANCISCO  
 2015 JAN 27 PM 3:43  
 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 [ ] inquires"
- 5. City Attorney request.
- 6. Call File No. [ ] from Committee.
- 7. Budget Analyst request (attach written motion).
- 8. Substitute Legislation File No. [ ]
- 9. Reactivate File No. [ ]
- 10. Question(s) submitted for Mayoral Appearance before the BOS on [ ]

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

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

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

**Sponsor(s):**

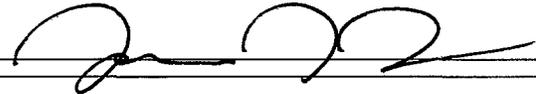
Supervisor Jane Kim

**Subject:**

Accept and Expend Grant - San Francisco Parks Alliance - \$1,811,550

**The text is listed below or attached:**

See attached.

Signature of Sponsoring Supervisor: 

For Clerk's Use Only:

150088

