

File No. 130499

Committee Item No. 9

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Sub-Committee

Date: 06/05/2013

Board of Supervisors Meeting

Date: _____

Cmte Board

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| <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"/> | Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input checked="" type="checkbox"/> | <input 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 |
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OTHER (Use back side if additional space is needed)

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Completed by: Victor Young Date May 31, 2013

Completed by: Victor Young Date _____

1 [Accept and Expend Grant - San Francisco Parks Alliance - Carl Larsen Park - \$225,000]

2
3 **Resolution authorizing the Recreation and Park Department to accept and expend a**
4 **grant of \$225,000 from the San Francisco Parks Alliance for the renovation of the**
5 **playground in Carl Larsen Park, for the period of June 1, 2013, through October 1, 2013.**
6

7 WHEREAS, Carl Larsen Park is a two city-block parcel located between 19th and 20th
8 Avenues and between Ulloa and Wawona Streets; and

9 WHEREAS, The Playground is located on the south end of the block between 19th and
10 20th and between Ulloa and Vicente Streets; and

11 WHEREAS, In 1975 a decommissioned F8 fighter jet was installed as a creative play
12 structure in Larsen Park. It was actually the third decommissioned plane to be sited in the
13 Park; and

14 WHEREAS, In 1993 the plane was removed due to concerns about lead paint and high
15 abatement costs. Therefore, referencing the history of planes on site at Larsen Park through
16 a new artistic installation is a high priority for Supervisor Katy Tang, Assessor-Recorder
17 Carmen Chu, District 4 community members, and the Recreation and Park Department; and

18 WHEREAS, The signature piece of the playground renovation will be a custom plane
19 play structure. The play structure will reference planes that were at Larsen Park over the last
20 few decades that were a source of joy and sense of place for many local residents; and

21 WHEREAS, The Friends of Larsen Playground (FOLP) is a group of community
22 members dedicated to the improvement, enjoyment, and safety of Larsen Playground and
23 especially committed to having a jet-inspired play structure for future generations. The
24 Friends of Larsen Playground receives fiscal sponsorship from the San Francisco Parks
25 Alliance (SFPA) so that it can raise funds for improvements at the Playground; and

1 WHEREAS, On August 22, 2012, the Recreation and Park Department, with support
2 from FOLP, presented a conceptual site plan for the design of a renovated playground in
3 Larsen Park at a community meeting; and

4 WHEREAS, On September 20, 2012, the Recreation and Park Commission approved
5 the conceptual plan for the playground renovation, Resolution No. 1209-003; and

6 WHEREAS, On April 18, 2013, the Recreation and Park Commission (1) approved a
7 Grant Acceptance Agreement between SFPA, on behalf of FOLP, and the Recreation and
8 Park Department for the Larsen Playground project and (2) approved a donor recognition plan
9 for the Playground and (3) recommended that the Board of Supervisors accept and expend a
10 grant valued at \$225,000 from the SFPA, on behalf of the FOLP, consisting of a cash grant of
11 \$150,000 for the renovation of the Playground and a grant-in-kind valued at \$75,000 for
12 enhancements of the gateway feature and installation of donor recognition tiles; and

13 WHEREAS, The Department proposes to maximize use of available grant funds on
14 program expenditures by not including indirect costs in the grant budget; now, therefore, be it

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

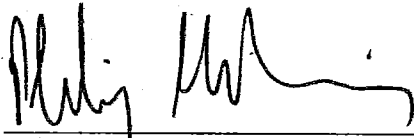
18 FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of
19 indirect costs in the grant budget; and be it

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

22 FURTHER RESOLVED, That the Board of Supervisors authorizes the Recreation and
23 Park General Manager to enter into any modifications to the Grant that the Recreation and
24 Park General Manager determines, in consultation with the City Attorney, are in the best
25 interests of the City and do not materially increase the obligations or liabilities of the City, are

1 necessary or advisable to effectuate the purposes of the Grant or this Resolution, and are in
2 compliance with all applicable laws, including the City's Charter.
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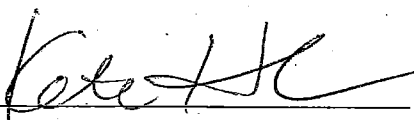
8 Recommended:

9
10 
11 _____

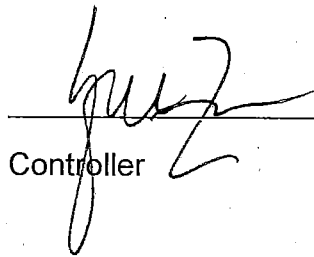
12 General Manager, Recreation and Park Department
13
14

15 Approved:

Approved:

16
17
18 
19 _____

20 Mayor

21 
22 _____

23 Controller
24
25



Mayor Gavin Newsom
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: May 14, 2013

SUBJECT: Accept and Expend Grant Resolution for the Carl Larsen Park
Playground Renovation Project

GRANT TITLE: Larsen Park San Francisco Parks Alliance Grant

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
- Grant Acceptance Agreement

Special Timeline Requirements: We would like legislation introduced as soon as possible. The public bid process will begin in June 2013.

The award will be used for the renovation of the playground in Larsen Park in District 4. The signature piece of the playground renovation will be a custom plane play structure. The play structure will reference planes that were at Larsen Park over the last few decades that were a source of joy and sense of place for many local residents.

Departmental representative to receive copy of the adopted resolution:

Name: Abigail Maher Phone: 831-2790

Interoffice Mail Address: 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: Larsen Park Playground
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: \$225,000.00
- 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 grant supports the renovation of the playground at Larsen Park in the Sunset neighborhood in District 4.
9. Grant Project Schedule, as allowed in approval documents, or as proposed:
Start-Date: June 1, 2013 End-Date: October 1, 2013
- 10a. Amount budgeted for contractual services: \$150,000.00
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 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):

- 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:

Lucas Tobin

(Name)

ADA Coordinator

(Title)

Date Reviewed: 5/1/13

[Signature]
(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Philip A. Giarbony

(Name)

General Manager

(Title)

Date Reviewed: 5-13-13

[Signature]
(Signature Required)

GRANT ACCEPTANCE AGREEMENT
Between San Francisco Parks Alliance
on behalf of the Friends of Larsen Playground
And
San Francisco Recreation and Park Department
March 25, 2013

WHEREAS, The Recreation and Park Department ("Department") operates and maintains real property owned by the City and County of San Francisco ("City") between 19th and 20th Avenues and between Ulloa and Wawona Streets, commonly known as Larsen Park ("the Park"); and

WHEREAS, The Friends of Larsen Playground ("The Friends") is a group of neighborhood residents dedicated to preserving the history of the Larsen Park Playground ("Playground") by raising funds to install a new airplane and other new elements in the Playground; and

WHEREAS, The San Francisco Parks Alliance ("SFPA") is a California nonprofit public benefit corporation which provides fiscal sponsorship to the Friends; and

WHEREAS, On September 20, 2012, the Recreation and Park Commission approved the conceptual plan for the renovation of the Playground attached hereto as **Exhibit A**, including the installation of a new custom airplane play structure and a renovation of the gateway feature for the Playground; and

WHEREAS, The Department and Supervisor Carmen Chu's office have secured a total of 850,000 to fund the renovation of the Playground, but an additional \$150,000 is needed to close the funding gap in order to complete the project; and

WHEREAS, The Friends, with the support of SFPA, has proposed to engage in a robust fundraising campaign to (1) raise \$150,000 to be given to the Department as a cash grant to fund the cost of the playground renovation, as shown in **Exhibit A** ("Cash Grant"), and (2) design and install a renovation of the existing gateway feature at the entry to the Playground and install donor recognition tiles in both the Playground's seat wall and in the water fountain niche of the newly renovated restroom, as shown in **Exhibit B**, as a grant-in-place valued at approximately \$75,000 ("Grant-in-Place") (together, "the Grant"); and

WHEREAS, The Department's acceptance of the Grant from SFPA is subject to approval by the Board of Supervisors; and

WHEREAS, On April 18, 2013, the Recreation and Park Commission approved the donor recognition plan, this Agreement, and recommended that the Board of Supervisors accept and expend the Grant from SFPA;

4/18/13
Res. No.
1304-003

Now, therefore, it is agreed as follows:

Subject to the Board of Supervisors' acceptance of the Grant, the Department accepts the Grant from SFPA, on behalf of the Friends, under the following conditions:

1. **Cash Grant.** SFPA shall provide the Department with \$150,000 on or before June 1, 2013 to help fund the Department's construction of the playground improvements shown in Exhibit A. The Department's construction of the playground improvements is contingent upon receipt of the Cash Grant from SFPA. SFPA's obligation to provide the Cash Grant is contingent on the Friends' future fundraising.
2. **Grant-in-Place.**

Recreation and Park Commission Approval on April 18, 2013

- a. SFPA, at its own expense and at no cost to the City, shall develop detailed plans and construction specifications for the renovated gateway feature and donor recognition tiles (collectively, "the Improvements"). No later than September 1, 2013, SFPA shall submit to RPD a request for written approval for the final plans and construction details ("Plans and Details"), which RPD may approve in its sole and absolute discretion. SFPA will provide RPD with one (1) set of digital PDF files of the final Plans and Details.
 - b. Subject to RPD's approval of the final Plans and Details, SFPA shall install and complete the Improvements between September 1, 2013 – March 1, 2014.
 - c. SFPA shall coordinate with RPD staff to determine an appropriate start and finish date and time for SFPA's installation of the Improvements that does not interfere with the Department's schedule of work for the Park. SFPA shall not authorize its contractors or agents to commence work unless and until the Department has approved in writing the start and finish date(s) and time(s).
 - d. SFPA's obligation to provide the Grant-in-Place is contingent on the Friends' future fundraising.
 - e. Construction Inspections. RPD will conduct on-site construction inspections and approvals, per a pre-determined schedule of critical work, to ensure that construction of the Improvements conforms to the Plans and Specs. Upon substantial completion, RPD staff will prepare a punch list in coordination with SFPA, which will need to be executed prior to receiving Final Acceptance.
3. SFPA, acting as fiscal agent for Friends, shall not be liable to RPD, City or any other person to provide funds or services under this Agreement except and only to the extent the amounts of such funds or services are provided by Friends. Neither SFPA nor RPD shall be obligated to fund any funding shortfall pursuant to this Agreement or any other agreement unless such party expressly so agrees in writing.
4. **Contractor Requirements.** SFPA, at its own expense and at no cost to the City, shall select and hire a contractor(s) to design and install the Improvements. SFPA shall require any such contractors or agents it procures for installation of the Improvements comply with the following requirements in performing work at the Park:
- a. Obtain any and all necessary City permits and comply with applicable laws including disability access laws.
 - b. Post signs in the Park alerting the public to the date and time the installation will take place.
 - c. Implement appropriate measures to ensure public safety while working in the Park, including, but not limited to, erecting safety barriers and caution signage and/or tape.
 - d. Pay its workers the prevailing rate of wage for the craft or classification of work performed.
 - e. Maintain at all times during its activities in the Park insurance described in the certificate attached hereto as **Exhibit C**, and to name the City and County of San Francisco, its officers, employees and agents as additional insureds. Before commencing any operations under this Agreement, the contractor(s) 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. Compliance with the provisions of this section shall in no way relieve or decrease

SFPA's indemnification obligations under this Agreement or any of the SFPA's other obligations hereunder.

f. Ensure that the Improvements comply with disability access laws.

5. **Indemnification.** SFPA shall indemnify and save harmless the City, its officers, agents and employees from any and all loss, expense, damage, injury, liability and claims thereof for injury to or death of a person, including employees and agents of SFPA, or loss of or damage to property, resulting directly or indirectly from any activity conducted on or use of the Park by SFPA, its agents, employees, volunteers, and contractors under this Agreement, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except and to the extent where such loss, damage, injury, liability or claim is the result of the gross negligence or willful misconduct of the City, its officers, agents or employees.

City agrees to defend, indemnify and hold harmless SFPA and Friends, their 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 SFPA and/or Friends, their officers, directors, employees and agents.

In the event of concurrent negligence of the City, its officers, employees and agents, and SFPA and/or Friends, 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.

6. **Final Acceptance.** Upon notice from SFPA that the Improvements are complete, in accordance with the approved plans, RPD shall, within ten (10) working days of such notice, perform a final inspection. Upon RPD's inspection and decision to accept the work, RPD will, no later than Seven (7) days from such decision to accept the work prepare a letter of final acceptance (the "Acceptance Letter") addressed to SFPA. Upon receipt of the Acceptance Letter, SFPA shall immediately remove all of its property from the Park and shall repair, at SFPA's cost, any damage to the Park caused by such removal or caused by SFPA's construction activities in the Park, and shall with the exception of the land underneath the Improvements and subject to the approved plans, restore the Park to its condition prior to construction of the Improvements undertaken by SFPA.

7. **Delivery of Improvements.** SFPA shall deliver the Improvements undertaken by the contractor and/or artist free of all liens, easements or potential claims and shall provide RPD fully executed waivers and releases from all contractors and subcontractors hired by SFPA of all claims against the City, its employees and agents. Upon delivery of the Improvements, SFPA shall assign to the City any warranties or guaranties required by its contracts with the contractors and subcontractors hired by SFPA. SFPA shall also assign to the City the right to any available remedies for latent defects.

8. **Contacts/Notices:**

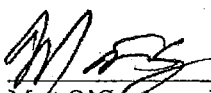
RPD: Abigail Maher, 501 Stanyan, San Francisco, CA 94117

SFPA: Steve Schweigerdt, P.O. Box 170160, San Francisco, CA 94117

9. **Miscellaneous.**

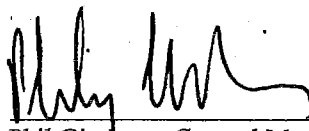
- a. This Agreement may be amended or modified only in writing signed by SFPA and RPD.
- b. This Agreement (including the Exhibits hereto, which are incorporated herein by reference) contains the entire understanding between the Parties as of the date of this Agreement, and all prior written or oral negotiations, discussions, understandings and agreements are merged herein.
- c. (All actions described herein including but not limited to the construction of the Improvements in the Park 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.
- d. Except as expressly provided to the contrary, all approvals, consents and determinations to be made by the City hereunder may be made by the General Manager of RPD or his or her designee in his or her sole and absolute discretion.

Approvals:



Matt O'Grady Date
The San Francisco Parks Alliance
P.O. Box 170160
San Francisco, CA 94117

4/30/13

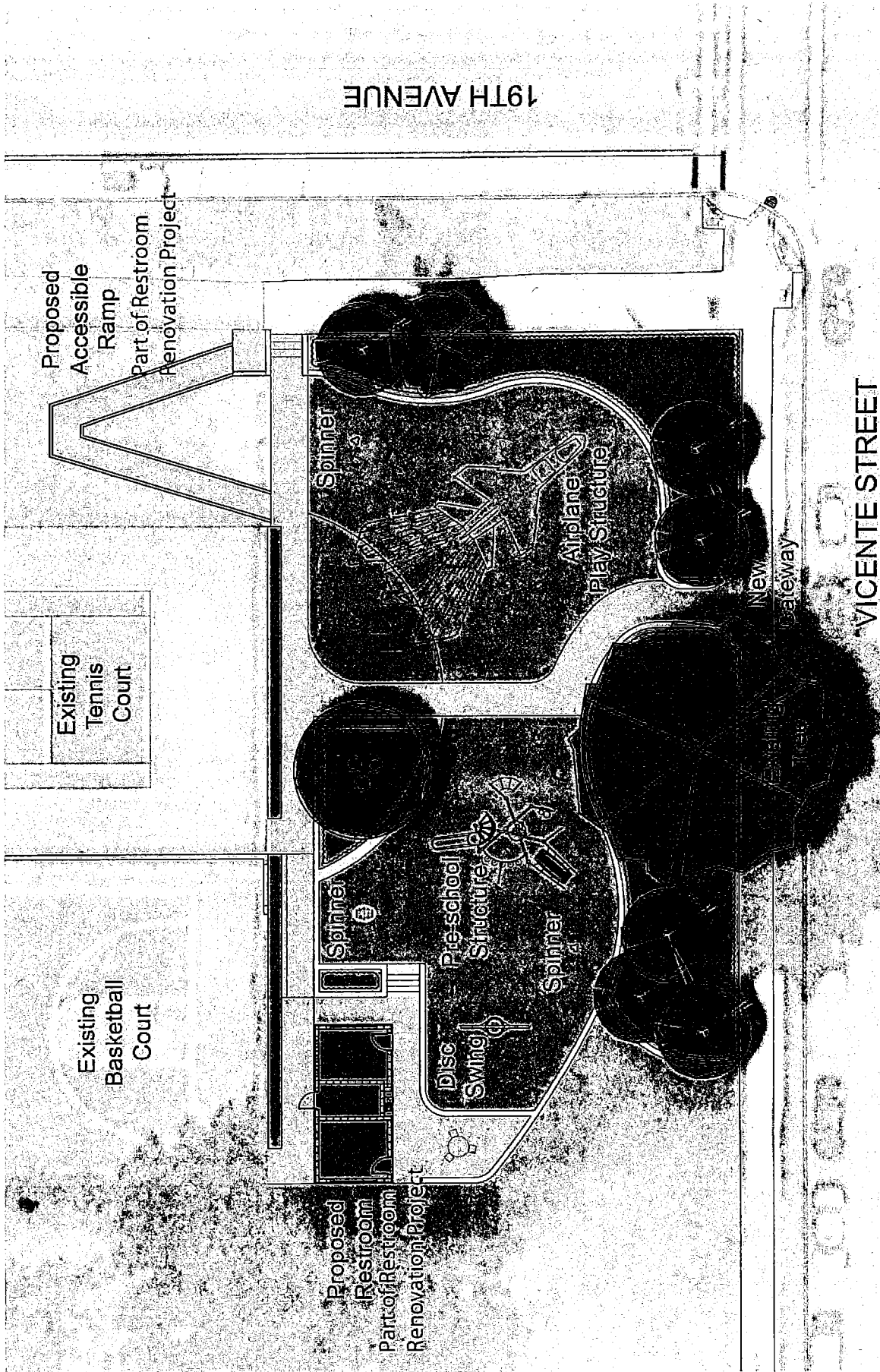


Phil Ginsburg, General Manager Date
Recreation and Park Department
501 Stanyan Street
San Francisco, CA 94117

5-13-13

Attachments: Exhibit A, Conceptual Plan for Playground Renovation
 Exhibit B, Gateway Feature and Donor Tiles
 Exhibit C, Insurance

EXHIBIT A
Conceptual Plans
(see attached pages)

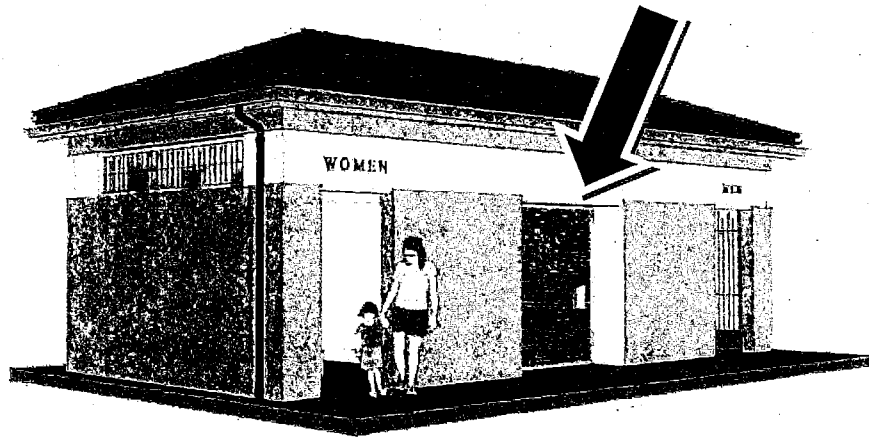


Larsen Playground Renovation
 Draft Conceptual Plan
 September 5, 2012



EXHIBIT B
Donor Recognition Tiles

Larsen Playground: Proposed Tile Wall Conceptual Plan and Location



**EXHIBIT C
INSURANCE**

Contractor 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.

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.

RECREATION AND PARK COMMISSION
City and County of San Francisco
Resolution No. 1209-003

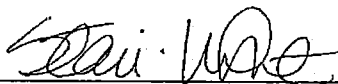
LARSEN PARK – PLAYGROUND RENOVATION

RESOLVED, That this Commission does approve a conceptual plan for the renovation of the Larsen Park Playground at 19th Avenue between Ulloa and Vicente.

Adopted by the following vote:

Ayes	6
Noes	0
Absent	1

I hereby certify that the foregoing resolution was adopted at the Special Meeting of the Recreation and Park Commission held on September 20, 2012.



Staci L. White for
Margaret A. McArthur, Commission Liaison

Introduction Form

By a Member of the Board of Supervisors or the 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 [] inquires"
- 5. City Attorney request.
- 6. Call File No. [] from Committee.
- 7. Budget Analyst request (attach written motion).
- 8. Substitute Legislation File No. []
- 9. Request for Closed Session (attach written motion).
- 10. Board to Sit as A Committee of the Whole.
- 11. 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

Sponsor(s):

Supervisor Katy Tang

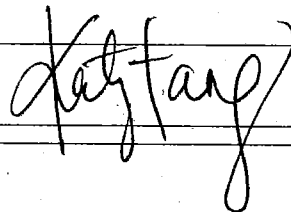
Subject:

RPD Accept and Expend Grant of \$225,000 for the Renovation of the Playground in Carl Larsen Park

The text is listed below or attached:

[Empty box for text listing]

Signature of Sponsoring Supervisor:



For Clerk's Use Only:

100995

