

Notes on Grant committee actions with regard to liability in the matter of the Coastal Conservancy grant.

Since there has been some concern about this issue the grant committee and the steering committee did our due diligence and find the following:

1. The grantee is the Friends of Recreation and Parks and they have a liability policy to protect all volunteers.
2. RFP's will contain the following statement to further protect us: "By submitting a proposal pursuant to this RFP, respondent acknowledges that it will have no rights against the Lake Merced Task Force (or any of its constituent member organizations or the officers, members, employees of such constituent member organizations) in connection with any agreement which may be reached with the Friends of Recreation and Parks and acknowledges that it understands that the Lake Merced Task Force serves only in an advisory role exclusively to the Friends of Recreation and Parks. By submitting a proposal pursuant to this RFP, respondent releases and discharges the Lake Merced Task Force (and its constituent member organizations and the officers, members, and employees of such constituent organizations) from any and all claims, actions, causes of action, judgments, liens, damages, losses, liabilities, costs, expenses, and demands of whatever kind and character, known or unknown, that respondent may have arising directly or indirectly out of or in any way connected with, or based upon, or related in any way to any agreement which may be reached with Friends of Recreation and Parks. Language comparable to the foregoing shall be included in any such agreement and such agreement shall provide that it shall not be amended in any manner which would diminish the rights of the LMTF (and its constituent member organizations and the officers, members, and employees of such constituent organizations) afforded by the liability release provisions in favor of the LMTF (and its constituent member organizations and the officers, members, and employees of such constituent organizations)
3. The contracts that will be written by the Friends of Recreation and Parks will contain similar language.
4. An MOU will be written by the Friends of Recreation and Parks, clearly stating the roles and responsibilities of all parties involved with the grant. It will provide that our role is one of volunteer advisors and that all decisions and ultimate authority lies solely with the Friends of Recreation and Parks, the Recreation and Parks Department, and the SFPUC.