File No. 120827

Committee Item No. 2
Board Item No. 2

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Land Use and Economic Development **Date** September 10, 2012

Board of Supervisors Meeting **Date** September 18, 2012

Cmte	Board	
☐	☐	Motion
☒	☒	Resolution
☐	☐	Ordinance
☐	☐	Legislative Digest
☐	☐	Budget and Legislative Analyst Report
☐	☐	Legislative Analyst Report
☐	☐	Youth Commission Report
☒	☒	Introduction Form (for hearings)
☒	☒	Department/Agency Cover Letter and/or Report
☐	☐	MOU
☒	☒	Grant Information Form
☒	☒	Grant Budget
☐	☐	Subcontract Budget
☐	☐	Contract/Agreement
☐	☐	Form 126 – Ethics Commission
☒	☒	Award Letter
☐	☐	Application
☐	☐	Public Correspondence

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

☒	☒	Public-Private Support and Cooperation Framework Agreement
☐	☐	
☐	☐	
☐	☐	
☐	☐	
☐	☐	
☐	☐	
☐	☐	
☐	☐	
☐	☐	

Completed by: Alisa Miller **Date** September 6, 2012
Completed by: Alisa Miller **Date** September 13, 2012

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

[Accept and Expend Grant - South Murphy Windmill Project, Phase 1C - $513,000]

Resolution authorizing the Recreation and Parks Department to retroactively accept and expend a grant in the amount of $513,000 from the San Francisco Parks Alliance for the South Murphy Windmill Project, Phase 1C.

WHEREAS, The City and County of San Francisco (the "City") owns real property located East of the Great Highway to East of Stanyan Street on Block 1700, Lot 001 known as Golden Gate Park; and

WHEREAS, The City, through the Recreation and Parks Department (RPD), owns and operates Golden Gate Park; and

WHEREAS, There is a compelling need to make landscape and access improvements to the South Murphy Windmill located in Golden Gate Park; and

WHEREAS, There is a need to provide interpretive information at the South Murphy Windmill so that visitors can learn about the historical significance of the South Murphy Windmill and its role on the development of Golden Gate Park; and

WHEREAS, The San Francisco Parks Alliance (SFPA), formally known as both the Park Trust and the Friends of Recreation & Parks, is a non-profit organization established to support RPD centers and open space; and

WHEREAS, The RPD entered into a Memorandum of Understanding with SFPA on April 11, 2003 allowing this organization to raise funds for the South Murphy Windmill Project (Project) on file with the Clerk of the Board of Supervisors in File No. 120827, which hereby declared to be a part of this resolution as if set forth fully here in thereby; and

WHEREAS, The SFPA secured a grant from the Gordon and Betty Moore Foundation in the amount of $375,000 for Phase 1C of the Project; and

WHEREAS, The SFPA secured private donations in the amount of $138,000 for Phase 1C of the Project; and

WHEREAS, The SFPA will provide these grant funds to the RPD for Phase 1C of the Project; and

WHEREAS, The grant does not require an Annual Salary Ordinance (ASO) amendment; and

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

RESOLVED, That the Board of Supervisors authorizes the General Manager of the Recreation and Parks Department to retroactively accept and expend a grant for the San Francisco Parks Alliance in the amount of $513,000 for Phase 1C of the South Murphy Windmill Project; and be it

FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of indirect costs in the grant budget.

Recommended:

General Manager, Recreation and Parks Department

Approved: _____

Mayor

Approved: _____

Controller

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: **June 7, 2012**

SUBJECT: **Accept and Expend Grant Resolution for the South Murphy Windmill Project, Phase I C**

GRANT TITLE: **Park Alliance Grant**

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

_X_ Proposed grant resolution; original signed by Department, Mayor, Controller

_X_ Grant information form, including disability checklist

_X_ Project Budget with various grant and gift allocations

_X_ Grant award letter from funding agency

_X_ Other (Explain): A Memorandum of Understanding with the San Francisco Parks Alliance allowing this organization to raise funds for the South Murphy Windmill Project.

Special Timeline Requirements: Project expected to start in June 2012.

Departmental representative to receive a copy of the adopted resolution:

Name: Dan Mauer Phone: 415 581-2542

Interoffice Mail Address:dan.mauer@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: 120627
(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: San Francisco Parks Alliance Pass-Through Grant

2. Department: Recreation and Parks Department

3. Contact Person: Dan Mauer Telephone: 415 581-2542

4. Grant Approval Status (check one):

[X] Approved by funding agency [ ] Not yet approved

5. Amount of Grant Funding Approved or Applied for: $513,000

6a. Matching Funds Required: None

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

7a. Grant Source Agency: The Gordon and Betty Moore Foundation $375,000, Private Gifts, $138,000

b. Grant Pass-Through Agency (if applicable): San Francisco Parks Alliance

8. Proposed Grant Project Summary:

This grant is in support of the restoration of the South Murphy Windmill in Golden Gate Park. Phase IC includes mechanical pumping equipment installation, site landscaping, accessibility improvements and educational components.

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

Start-Date: 8/15/2012 End-Date: 12/01/2013

10a. Amount budgeted for contractual services: $513,000

b. Will contractual services be put out to bid? Yes

c. If so, will contract services help to further the goals of the departments 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 [X] No

b1. If yes, how much? N/A

b2. How was the amount calculated? N/A

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

[ ] Not allowed by granting agency [X] To maximize use of grant funds on direct services

[ ] Other (please explain):

c2. If no indirect costs are included, what would have been the indirect costs?
The indirect costs would have been the DPW Department and Division Overhead and the RPD Department and Division 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)
[X] Rehabilitated Site(s) [X] 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: This project is still in the development phase. When the construction documents have been developed, they will be reviewed by the appropriate MOD staff, including the accessibility coordinator, prior to DBI permit approval.

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

Paulina Araica
(Name)

ADA Compliance Coordinator, Recreation and Parks Department, Planning & Capital Division
(Title)

Date Reviewed: 6/11/12

Paulina Araica PRD Project Manager
(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Philip A. Ginsburg
(Name)

General Manager, Recreation and Parks Department
(Title)

Date Reviewed: 6-11-12

(Signature Required)

BUDGET

South Murphy Windmill Restoration Project

Total Grant $513,000

Scope of Construction Contract:

Mechanical Pump Equipment

Utility Lines

Educational Placards

Landscaping/Grading

Planting Materials

Total: $513,000

All costs from this funding source will be hard costs. The soft cost will be covered by the Open Space Fund.

SAN FRANCISCO
Parks Alliance

P.O. Box 170160
San Francisco, CA 94117-0160
415.621.3260
www.sfparksalliance.org

May 2, 2012

Mr. Mark Buell, President
San Francisco Recreation & Park Commission
501 Stanyan Street
San Francisco, CA 94117

Dear President Buell:

I am pleased to inform you, and to request the acceptance by the Commission, of the following gifts and grants received by San Francisco Parks Alliance (dba San Francisco Parks Trust) for the third and final phase of the South Murphy Windmill Restoration Project in Golden Gate Park, as follows:

Source of Funds	Cash
Gordon and Betty Moore Foundation	$375,000
Private Donations - GM Match	$138,000
Total	$513,000

We are happy to partner with the Recreation and Park Department in this laudable effort to restore one of Golden Gate Park's foremost treasures.

Sincerely,

Matthew O'Grady on behalf of
Rosemary Cameron

Rosemary Cameron
President, Board of Directors

PUBLIC–PRIVATE SUPPORT AND COOPERATION FRAMEWORK

This PUBLIC–PRIVATE SUPPORT AND COOPERATION FRAMEWORK (the "Agreement") is entered into as of July 1, 2003, by and between the City and County of San Francisco, California (the "City"), acting by and through its Recreation and Park Commission (the "Commission"), and the Friends of Recreation and Park Corporation, a California nonprofit public benefit corporation ("Friends") (each of the foregoing, a "party," and collectively, the "parties").

NOW, THEREFORE, the parties, in consideration of the mutual representations, warranties, covenants and agreements set forth in this Agreement, and intending to be legally bound by this Agreement, hereby agree as follows:

ARTICLE I

Background

1.1 Recreation and Park Department. The City's Recreation and Park Department (the "Department") is charged, among other things, with the design, development and maintenance of parks and facilities within the City. The mission of the Department is "to provide enriching recreational activities, maintain beautiful parks and preserve the environment for the well-being of our diverse community."

1.2 Friends of Recreation and Park. Friends is a private, nonprofit public benefit corporation organized for the purpose of encouraging the appreciation of parks and other open spaces within the City and providing leadership and support for the City's park system. The mission of Friends, according to Friends' articles of incorporation ("Friends' Charter"), includes "encourag[ing] appreciation of parks, public open spaces within the City and County of San Francisco, as essential to a healthful urban environment and to give assistance to recreational, horticultural, musical and cultural support of leisure-time programs and activities of an educational character"; and "develop[ing] and cultivat[ing] a wider public interest in recreation and parks and related leisure-time activities, to contribute to their support, to further recreation, education and participation."

1.3 Statement of Common Purpose. The parties share the common objectives of encouraging responsible park usage, viewing the City's parks and the facilities within them as safe havens for recreational and educational activities for all of the City's residents, having an adequate level of finance to maintain programming at appropriate levels and keeping the physical system in good repair (the "Common Purpose").

1.4 History of Support and Cooperation. The parties have worked together for over 30 years in many capacities in furtherance of the Common Purpose. For instance, Friends has raised tens of millions of dollars to support the Department's projects that benefit a wide public interest. Friends has also contracted for services that support the Department's mission, often investing the "research and development" capital that enables a project to be supported on a large

scale. Friends has served as a volunteer authorized representative for the Department and many of its sub-units and as fiscal agent for voluntary associations of citizens who desire to support parks and recreation activities. Friends promotes, directs pilot projects for and provides program augmentation and support (such as visitor services) for the City's park system. Friends maintains an office in the Department's McLaren Lodge.

1.5 Reservation of Activities.

(a) The parties acknowledge that each of Friends and the Department has a distinct role and identity separate from the other. For instance, Friends has in the past advocated and intends in the future to advocate positions regarding matters of public interest independently from the Department. The parties, in the pursuit of their respective missions and goals and even in furtherance of the Common Purpose, recognize that each will foster relationships, pursue projects and enter into agreements with unrelated third parties without the participation of the other party.

(b) To this end, each party reserves, subject to any rights of first offer or exclusivity set forth in this Agreement or in other agreements, the unrestricted right to enter into relationships, agreements or understandings with third parties and to make public announcements regarding its independent position on given topics of interest to the public; any such relationships, agreements, understandings or announcements may or may not be in furtherance of the Common Purpose. Each party further acknowledges that such relationships, agreements, understandings or announcements may not necessarily be in accord with the other party's perspective or perception of what furthers the Common Purpose.

ARTICLE 2

Framework for Ongoing Operations and Relationship

In light of the special relationship between the parties and in recognition of the complementary resources each party brings to this relationship, the parties wish to establish the following framework for efficient and mutually beneficial day-to-day interaction, cooperation, support and management and use of the parties' resources:

2.1 Friends' Use of Space Owned by the City. The Department permits Friends' reasonable use of the parks and facilities appropriate for such use the access and use of which the Department controls ("Department Facilities") with the expectation that the minimal costs associated with Friends' use of Department Facilities will, over the term of the Agreement, generate funds to benefit the Department and the Common Purpose. To this end, the following provisions govern a non-exhaustive list of how Friends may make use of the Department Facilities.

(a) *Use of Office Space*. The Department will provide space to Friends for administrative and other uses consistent with Friends' Charter, pursuant to the terms of a lease agreement containing the City's standard provisions set forth in Exhibit A to this Agreement, subject to the following conditions:

(i) At any time during the Term, the Department may undertake a written evaluation of the value of the charitable return on the Department's provision of office space (the "Space Evaluation"), conducted as provided in Section 2.1(a)(ii); *provided, however*, that such Space Evaluation shall occur no more often than once within any given 12-month period and no less frequently than once every 36 months.

(ii) To effect the Space Evaluation, the Department shall engage the City's Real Estate Division to estimate the fair market value of the use of space over the period beginning from the date of this Agreement (or from the date of the prior Space Evaluation, whichever is later) to a date substantially contemporaneous with the date of the Space Evaluation (the "Space Value") and shall promptly notify Friends that a Space Evaluation has been initiated. Upon completion of the Space Evaluation, the Department shall present it and the Space Value to the Executive Director of Friends (the "Executive Director"). Friends shall then have an equivalent amount of time (but at least 60 days in any case) to prepare a written report summarizing the charitable return provided by Friends to the Department and the Common Purpose, including, without limitation, funds raised by Friends, the value of services rendered or goods donated and the value of savings realized by the Department or the City as the result of Friends' activities (the "Charitable Return"). If, and only if, the Charitable Return is less than 300% of the Space Value, then Friends shall have the option to pay to City the Space Value, or the Department may, but is not obligated to, thereupon cancel or renegotiate Friends' lease of office space with six months' prior written notice.

(iii) At all times during the Term, the Department's provision of office space to Friends shall be subject to availability of appropriate office space within the Department's control. If the Department determines that it will not be able to provide office space to Friends, it shall notify Friends in writing as soon as possible and no later than six months prior to the termination of any lease agreement or arrangement. In such instance, the parties shall cooperate to find alternative space of comparable quality for Friends' use if such space is reasonably available to the Department for Friends' use. The parties acknowledge that the City plans to undertake a capital renovation project at McLaren Lodge, where both the Department and Friends currently have administrative offices, that will require vacation of McLaren Lodge for approximately 18 months.

(b) *Fundraising Events*. Subject to the Department's rules and policies and any permit, license or other requirements imposed by the City, the Department shall make Department Facilities generally available upon prior reasonable approval by the General Manager of the Department (the "General Manager") and, as applicable, by the Commission for use by Friends free of charge for the purpose of fundraising. The parties anticipate that such usage would not exceed four times per year. The parties agree that Friends' fundraising on Department Facilities pursuant to this Section 2.1(b) may be for the benefit of Friends, the Department or a Project (as defined in Section 3.1(c) below) and that any proceeds of such fundraising, net of direct costs for such fundraising, direct costs paid to the Department for such event and Friends' reasonable administration fee, shall be used (i) if advertised, represented or marketed as being held for a specific purpose, for such express purpose, or if no such purpose is expressed, then (ii) in furtherance of the Common Purpose.

McLaren

(c) *Non-Fundraising Events.* Subject to the Department's rules and policies and any permit, license or other requirements imposed by the City, the Department shall make Department Facilities generally available upon prior reasonable approval by the General Manager and, as applicable, by the Commission for use by Friends for purposes other than fundraising, such as training, receptions, meetings or events. The parties anticipate that such usage would not exceed four times per year. The Department may, but is not obligated to, charge Friends a fee equal to the direct costs to the Department for such use of the Department Facilities, but shall not charge any other fee for such use.

2.2 Certain Solicitation of Funds. Without limiting and subject to the provisions of Article 3 below, Friends shall obtain in advance the approval of the General Manager of fundraising material distributed on behalf of or in the name of the City, the Commission or the Department, which approval shall not be unreasonably withheld.

2.3 Merchandising. The parties contemplate that Friends shall create, manufacture or cause to be created or manufactured products by or for Friends that feature or use trademarks or copyrighted works owned by the Department ("Products") as gifts or for sale to the general public by or on behalf of Friends to generate funds that will be used in furtherance of the Common Purpose. To this end, the parties agree as follows:

(a) Friends shall cooperate with the Department in the selection of trademarks or copyrighted works that it proposes to use in connection with the Products. Friends shall submit for approval by the General Manager any fundraising material, packaging, Products and collateral material that make use of or contain the City's trademarks or copyrighted works prior to publicly using such fundraising material, packaging, Products or collateral material.

(b) In order to protect the goodwill associated with the Department's trademarks, Friends agrees to cooperate with the Department to facilitate the Department's reasonable control over the nature and quality of the goods and services with which the Marks (as defined in Section 2.4(a) below) are to be used in commerce.

(c) Friends also agrees to supply the Department with specimens of its uses of the Marks and Copyrighted Works (as defined in Section 2.4(b) below) from time to time for inspection by the General Manager on reasonable written request and to provide the Department with all merchandise or other materials using such Marks and Copyrighted Works upon the termination of this Agreement.

(d) If and only to the extent that an agreement between the parties does not provide for the accounting, disbursement or handling of revenues generated by the sale of Products hereunder ("Undesignated Products Funds"), then and in such instance, the parties agree as follows:

(i) No less frequently than once per year, the General Manager and the Executive Director shall jointly develop a ranked list of projects, programs, reserves or other items consistent with the Common Purpose (the "Wish List"). Friends shall use the net proceeds of the Undesignated Products Funds (that is, Undesignated Products Funds proceeds net of actual costs, Friends costs to develop the Products, costs of sale and any

applicable administrative fee) to support the items on the Wish List. At the end of each fiscal year, if the items on the Wish List have been funded and there remains an excess of net proceeds from Undesignated Products Funds, then the General Manager, with the advice of the Executive Director, may direct Friends (x) to deposit such funds into a Friends' contingency account for later use in support of the Common Purpose, (y) to expend such funds in furtherance of the Common Purpose or (z) to deliver such funds to the Department, subject to any required City approvals.

(ii) Friends will provide the Department or its designee with quarterly reports of Undesignated Products Funds. Upon reasonable prior written notice to Friends, the City shall have the right to audit and inspect Friends' records and accounts with respect to the Undesignated Products Funds.

2.4 Intellectual Property; Grant of License. Notwithstanding anything in this Section 2.4 to the contrary, no intellectual property rights, including, without limitation, any trademarks, copyrights, trade names, service marks, images and technology of either party are transferred by this Agreement and all such intellectual property rights are and shall remain the property of each respective party.

(a) *Trademark License*. Subject to the provisions of this Section 2.4, the Department hereby grants to Friends during the term hereof a non-exclusive, nontransferable, fully paid, royalty-free license and right to use the names and likeness of selected parks, facilities or portions thereof used as trademarks by the Department (the "Marks"). The License with respect to any Marks that are approved for use in accordance with Section 2.3(a) above in furtherance of the Common Purpose shall be exclusive to Friends for the Term. Friends acknowledges the Department's sole and exclusive rights in its Marks, undertakes not to challenge the validity of such Marks and agrees not to take any actions inconsistent with such ownership. All goodwill arising out of the use of the Marks by Friends shall inure to the benefit of and be on behalf of the Department.

(b) *Copyrighted Work License*. Subject to the provisions of this Section 2.4, the Department hereby grants to Friends during the term hereof a non-exclusive, nontransferable, fully paid, royalty-free license and right to use, copy, distribute, modify and create derivative works from selected parks or facilities or any portion thereof or graphic representations or images of the same covered by copyrights owned by the Department (the "Copyrighted Works"). Any Copyrighted Works that are approved for use in accordance with Section 2.3(a) above in furtherance of the Common Purpose shall be exclusive to Friends for the Term.

(c) *Sublicense*. With respect to the license rights set forth above, Friends shall have the right to sublicense to third parties, subject to the terms and conditions set forth in Section 2.3, the use of the Marks and Copyrighted Works in connection with the manufacture, marketing and sale of Products.

(d) *Cronan Design Sublicense*. Upon the execution of this Agreement, notwithstanding anything in this Section 2.4 to the contrary, the parties shall fully cooperate to secure from Cronan Design, Inc. for the Department a non-exclusive, nontransferable, fully paid, royalty-free sublicense and right to use, copy, distribute, have distributed, modify, have modified

and create or have created derivative works from any works created by Cronan Design, Inc. for Friends pursuant to that certain Project Letter dated January 21, 2003. If and to the extent that ownership of such works is assigned or transferred to Friends, then and at such time Friends and the Department shall enter into an equivalent license agreement as between themselves.

ARTICLE 3

Framework for Project-Specific Cooperation

Recognizing the history of successful and mutually beneficial cooperation between the parties on capital and operational projects, and desiring to establish a common framework for continued project-specific cooperation in order to streamline the administrative and legal arrangements for such projects on a prospective basis, the parties agree as follows:

3.1 Applicability of This Article.

(a) *Opt-In Requirement; Inconsistent Provisions.* The terms and conditions of this Article 3 shall only apply to a Project (as defined in Section 3.1(c) below) as to which the parties clearly express their intent that this Article 3 shall apply. If the terms and conditions of a written agreement or understanding regarding a Project agreed by the parties to be governed by this Article 3 shall conflict or be inconsistent with the terms and conditions set forth in this Article 3, then the term or condition of such specific agreement or understanding shall control and this Article 3 shall govern the remainder of such agreement to the extent that it does not conflict further with such specific agreement or understanding.

(b) *Prospective Applicability.* Nothing in this Agreement shall be construed to modify or amend the terms, conditions, rights or obligations of any agreement or understanding between the parties entered into prior to the date of this Agreement, except to the extent specifically described in this Agreement.

(c) *Contemplated Projects.* Without limiting the applicability of this Article 3 to any future projects, and subject to any limitations in the City's charter, ordinances or rules, the parties contemplate that the provisions of this Article 3 shall apply to, for example, (i) capital projects such as the construction or renovation of buildings, recreation centers, playgrounds and other capital improvements in or on the City's parks, other facilities and programs administered by the Department and (ii) programming support projects relating to the City's parks, other facilities and programs administered by the Department and (iii) operational projects such as concessions and specific merchandising (collectively, the "Projects").

3.2 Roles and Responsibilities; Generally.

(a) *Joint Responsibilities.* Whenever the parties shall agree pursuant to Section 3.1(a) above to undertake a Project under this Article 3 (upon such agreement, an "Approved Project"), they may:

(i) Develop a written budget and project funding and execution plan for the Approved Project, which shall clearly state the parties' intent to have the Approved Project governed by the provisions of this Article 3 (as may be amended from time to

time by the Joint Committee defined in Section 3.2(a)(ii) below, the "Project Plan"). Unless and to the extent otherwise stated in the Project Plan, the terms of this Article 3 shall apply. To the extent reasonably practicable, the Project Plan shall specifically outline any agreed matters that deviate or differ from the provisions of this Article 3 . The parties acknowledge that certain commitments to be made by the Department may be subject to Commission approval in accordance with the City's charter and the ordinances thereunder.

(ii) Establish a project-based committee (the "Joint Committee") composed of an appropriate number of representatives of the Department (who shall be designated by the General Manager) and Friends (who shall be designated by the Executive Director). The General Manager and Executive Director may also agree to appoint any of the following persons as members of the Joint Committee on a project-specific basis: representatives of the Board of Trustees of Friends, representatives of the Commission, senior Department staff members with direct responsibility over operations directly affected by the Approved Project and representatives of donors to Friends or the Department, as appropriate. The Joint Committee shall endeavor to make all decisions collaboratively and by consensus. In the event that the Joint Committee is unable to reach consensus, then it shall refer the matter to the Chair of the Board of Trustees of Friends and the President of the Commission, who shall either (i) resolve the matter as between themselves or (ii) select an individual that they believe in good faith to be a neutral, disinterested party who is willing to mediate the disagreement. The Joint Committee and the parties agree to attempt to resolve their disagreement and to cooperate with the efforts of any such mediator.

(iii) Delegate to and authorize the Joint Committee to supervise and oversee, to the extent applicable, the budgeting, planning, design, operation, construction and execution of the Approved Project. To this end, the Joint Committee shall review and amend as necessary from time to time the Project Plan and shall authorize all work, projects and activities in furtherance of the Approved Project. For this purpose, a quorum for decision-making shall exist if there is at least one representative of each of the Department and Friends present.

(iv) Dissolve the Joint Committee with respect to a given Approved Project upon completion of such Approved Project.

(b) *The Department; The Commission*. Unless otherwise approved by the General Manager, the Department shall have the primary responsibility to oversee and manage Approved Projects undertaken on the City's park property, including the following responsibilities, all to the extent contemplated by the Project Plan:

(i) The Department (or such other representative of the City as shall be designated by the Department) shall oversee the selection of and contracting with consultants and contractors as necessary to complete the conceptual design and final design of Approved Projects and to construct Approved Projects.

(ii) The Department shall be responsible for complying with all public review and comment requirements with respect to an Approved Project, obtaining all necessary governmental approvals in connection with an Approved Project or the acceptance of gifts of funds, services or materials from Friends.

(iii) The Department (or such other representative of the City as shall be designated by the Department) shall use all reasonable efforts to obtain allocations of public funds from the City, state and federal sources for use in connection with Approved Projects.

(iv) The Department shall, upon request from Friends, assist Friends with private fundraising efforts to the extent reasonable.

(v) The Department shall provide sufficient staff to carry out its obligations under this Section 3.2(a).

(c) *Friends*. Unless otherwise approved by the Executive Director, Friends shall have the primary responsibility to support and fund Approved Projects, including the following responsibilities, all to the extent contemplated by the Project Plan:

(i) Friends shall identify, solicit and provide private funds, goods or services as contemplated by the Project Plan. Subject to the Project Plan and approval by the Joint Committee, Friends may, from time to time in accordance with the Project Plan, (x) in its capacity as volunteer authorized representative of the Department and the City, make direct purchases of goods, services and materials for, and related to, the Approved Project and (y) deliver funds to the Department by commercially reasonable means acceptable to both parties or cause to be deposited such amounts into an account or accounts established for the Approved Project in accordance with Section 3.3 below, in each instance in furtherance of the Approved Project.

(ii) Friends shall recruit, train, organize and supervise volunteers in furtherance of the Approved Project and develop, product and conduct interpretive or educational programs with respect to the Approved Project.

(iii) Friends shall provide sufficient staff to carry out its obligations under this Section 3.2(c).

(d) *Volunteer Authorized Representative*. To the extent required under California Business and Professions Code section 7040(a), the City hereby designates Friends as the "authorized representative" of the City acting through the Department as such term is used therein.

3.3 Administration, Accounting and Use of Funds.

(a) *Solicitation of Funds*. Without limiting and subject to the provisions of Section 2.3(a) above, Friends shall obtain in advance the approval of the General Manager of fundraising material distributed on behalf of or in the name of the City, the Commission or the Department, which approval shall not be unreasonably withheld.

(b) *Establishment of Accounts*. Friends shall account separately for funds held in respect of an Approved Project, and may keep separately identified "sub-accounts" if such funds are further disaggregated for discrete purposes to the extent provided in the Project Plan or as shall be directed by the Joint Committee. Unless otherwise contemplated by the Project Plan or as may be expressly approved by the Joint Committee, funds designated for specific purposes shall only be used for such purposes. Friends shall submit reports of any such records or accounts for an Approved Project to the Joint Committee for such Approved Project at such times and with such frequency as shall be set forth in the Project Plan, or, if no such provision exists, then not less frequently than once every three months.

(c) *Instruments of Credit*. The parties acknowledge that, under current provisions of the City's charter, the City may not award a contract unless and until the Controller of the City certifies that funds are available to support such contract. The parties agree to cooperate to satisfy such requirements of the City's charter, as may be amended from time to time, including the establishment of separately identified accounts, the provision of letters or instruments of credit or other supporting documentation from Friends.

(d) *Friends' Administration of Funds*. In order to offset administrative costs and expenses in connection with the administration of funds with respect to an Approved Project, Friends shall, subject to the conditions of any grant, donation or law to the contrary, have the right to assess and collect a reasonable administrative fee on funds received or expended in connection with the Approved Project, as further detailed in the Project Plan. Nothing in this Article 3 or in the Project Plan shall require Friends to pay interest earned on any funds held in respect of an Approved Project.

(e) *Acceptance of Gifts by the City*. The City's final acceptance of funds raised by Friends shall be subject to approval by the Commission and, if and only to the extent required by chapter 10 of the City's Administrative Code, the Board of Supervisors of the City.

(f) *Right to Audit*. Friends shall keep and maintain standard accounting controls and procedures. Friends will provide the Department or its designee with quarterly reports of its cash, pledges and other sources of funding. On an annual basis, Friends shall deliver to the City's Controller and the Department's General Manager an independently prepared audit of all Friends' operations. Upon reasonable prior written notice to Friends, the City shall have the right to audit and inspect Friends' records and accounts with respect to the Products or any Approved Project covered by this Article 3; *provided, however*, that such right to audit or inspection may be exercised not more frequently than once every 12 months. The parties acknowledge that, in acting as fiscal agent within the scope of an Approved Project or pursuant to a Project Plan, Friends may agree to more restrictive or onerous provisions than those provided in this Section 3.3(f) and, in such instance, as between the parties, the terms of such fiscal agency agreement shall supersede the provisions hereof.

ARTICLE 4

General

4.1 Independent Contractors. The parties shall be deemed independent contractors with respect to each other. Each party retains the right to exercise, and shall be wholly responsible for, full control and supervision of employment, direction, compensation and discharge of all persons assisting such party in the performance of the Agreement.

4.2 Insurance.

(a) Friends shall maintain in force, during the full Term of the Agreement, insurance in the following amounts and coverages:

(i) Workers' Compensation, with Employers' Liability Limits not less than $1,000,000 each accident; and

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

(iii) To the extent applicable, Business 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.

(b) Commercial General Liability and Business Automobile Liability Insurance policies must provide the following:

(i) Name as Additional Insured the City and County of San Francisco, its Officers and Employees, with respect to vicarious liability arising from the negligence of Friends.

(ii) That such insurance applies separately to each insured against whom claim is made or suit is brought.

(c) All policies shall provide 30 days' advance written notice to City of cancellation mailed to the address provided below in Section 4.9, provided, however, that in the event of cancellation for non-payment of premiums, only 10 days' advance written notice to City shall be provided.

(d) Should any of the required insurance be provided under a claims-made form, Friends 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.

(e) 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.

(f) 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.

(g) Before commencing any operations under this Agreement, Friends must furnish to City certificates of insurance and additional insured policy endorsements, in form and with insurers satisfactory to City, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon City request.

4.3 City Contracting Requirements. This Agreement and any subsequent agreements between the parties under this Agreement shall be subject to the provisions of the City's Charter and Administrative Code applicable to such contracts. Any such subsequent agreement shall include the usual and customary provisions required by the City, which are set forth in Exhibit B to this Agreement. The Department or other representative of the City duly designated by the Department may, from time to time, update such Exhibit B by providing Friends with a replacement copy of Exhibit B, and such terms and conditions shall apply to agreements between the parties on a prospective basis.

Friends acknowledges and expresses its support for the City's policy of encouraging participation by businesses owned and operated by minorities and women (MBEs/WBEs).

4.4 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:

(a) *Friends.*

(i) Friends hereby waives all claims and recourse against the City, the Commission and the Department, including the right to contribution for loss or damage to persons or property arising from, growing out of or connected with Friends' activities under this Agreement, except for claims arising out of and to the extent of the negligence of the City, the Commission or the Department, their officers, agents or employees, other wrongful acts for which the City, the Commission or the Department is responsible under law, or material breach of this Agreement by the City, the Commission or the Department.

(ii) Friends shall protect, indemnify, hold harmless and defend the City, the Commission and the Department, their officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability arising out of Friends' activities under this Agreement, except for liability arising out of and to the extent of the negligence of the City, the Commission or the Department, their officers, agents or employees, other wrongful acts for which the City, the Commission or the Department is responsible under law or material breach of this Agreement by the City, the Commission or the Department.

(b) *The City, the Commission and the Department.*

(i) The City, the Commission and the Department, and each of them, hereby waive all claims and recourse against Friends, including the right to contribution for loss or damage to persons or property arising from, growing out of or connected with each such party's activities under this Agreement, except for claims arising out of and to the extent of the negligence of Friends, its directors, officers, agents or employees, other wrongful acts for which Friends is responsible under law or material breach of this Agreement by Friends.

(ii) The City, the Commission and the Department, jointly and severally, shall protect, indemnify, hold harmless and defend Friends, its directors, officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability arising out of each such party's activities under this Agreement, except for liability arising out of and to the extent of the negligence of Friends, its directors, officers, agents or employees, other wrongful acts for which Friends is responsible under law or material breach of this Agreement by Friends.

4.5 Further Assurances. Each agrees to do such other acts and things as the other party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement. Any City action is subject to all required approvals.

4.6 Term and Termination.

(a) This Agreement shall commence on the date first set forth above and continue for nine years thereafter (the "Term"), unless sooner terminated pursuant to the terms of this Agreement.

(b) Either party may terminate this Agreement upon a material breach of any representation, warranty or covenant contained in this Agreement that is not curable or, if reasonably curable within 30 days, is not cured within 30 days after written notice of such breach is given by the non-defaulting party, or if curable within a reasonable period longer than 30 days, is not cured within such reasonably longer period after written notice of such breach is given by the non-defaulting party.

4.7 Amendment. This Agreement may only be amended by an instrument in writing signed on behalf of each of the parties to this Agreement.

4.8 Waiver. The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

4.9 Notices. All notices, consents, waivers and other communications under this Agreement must be in writing and will be deemed to have been duly given when delivered by hand, sent by telecopier to the telephone numbers set forth below or when received by the

addressee, if sent by registered mail or by a nationally recognized overnight delivery service to the address below.

	If to the City, the Commission or the Department:	If to Friends:
Address:	Department of Recreation and Park McLaren Lodge Golden Gate Park 501 Stanyan Street San Francisco, California 94117	McLaren Lodge Golden Gate Park 501 Stanyan Street San Francisco, California 94117
Attention:	General Manager	Executive Director
Telecopier Number:	(415) 831-2096	(415) 221-5996
	with a copy to:	with a copy to:
Address:	Office of the City Attorney City Hall, Room 234 San Francisco, California 94102	Pillsbury Winthrop LLP 50 Fremont Street San Francisco, California 94105
Attention:	Amy L. Brown, Esq.	Glenn Q. Snyder, Esq.
Telecopier Number:	(415) 554-4745	(415) 983-1200

4.10 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, then the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

4.11 Assignment and Successors. Neither party may assign any of its rights under this Agreement without the prior written consent of the other party. Subject to the previous sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties. Nothing expressed or referred to in this Agreement shall be construed to give any person other than the parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Agreement and their successors and permitted assigns.

4.12 California Law Governs. This Agreement shall be governed by the laws of the State of California, without regard to conflicts of laws principles.

4.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same agreement.

* * *

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY AND COUNTY OF SAN FRANCISCO
RECREATION AND PARK COMMISSION
By and through the Department of Recreation and Park

Name: Elizabeth Goldstein
Title: General Manager

THE FRIENDS OF RECREATION AND PARK CORPORATION

Name: Helene Sanghvi York
Title: Executive Director

APPROVED:

RECREATION AND PARK COMMISSION

Name: Margaret McArthur
Title: Secretary
Date: 9/11/03
Resolution No.: 0308 - 004

APPROVED AS TO FORM

DENNIS J. HERRERA
City Attorney of San Francisco

Name: Amy L. Brown, Esq.
Title: Deputy City Attomey

Exhibit A

Exhibit B

APPLICABLE LAWS, RULES AND REGULATIONS

1.1 **Drug-Free Workplace Policy.** Friends acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited on premises of the City. Friends agrees that any violation of this prohibition by Friends, its agents or assigns shall be deemed a material breach of this Agreement.

1.2 **Americans with Disabilities Act.** Friends acknowledges that the Americans with Disabilities Act (the "ADA") requires that programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Friends further acknowledges its obligation to comply with the ADA and any other federal, state or local disability rights legislation. Friends warrants that it will fulfill that obligation, and that it will not discriminate against disabled persons in the provision of services, benefits or activities pursuant to this Agreement.

Notwithstanding any provision to the contrary in the previous paragraph, this Agreement imposes no obligation on Friends to make any alterations to any property, consistent with any obligation of the City to improve and maintain the property.

1.3 **MacBride Principles—Northern Ireland.** The City urges companies doing business in Northern Ireland to move towards resolving employment inequities and encourages such companies to abide by the MacBride Principles as expressed in San Francisco Administrative Code section 12F.1 et seq. The City also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Friends acknowledges that it has read and understands the above statement of the City concerning doing business in Northern Ireland.

1.4 **Tropical Hardwood and Virgin Redwood Ban.** The City urges companies not to import, purchase, obtain or use, for any purpose, any tropical hardwood or any tropical hardwood product, virgin redwood or virgin redwood wood product. Except as expressly permitted by the application of sections 802(b) and 803(b) of the San Francisco Environmental Code, Friends shall not provide any items to the construction of improvements or alterations, or otherwise in the performance of an agreement, which are tropical hardwoods, tropical hardwood wood products, virgin redwood, or virgin redwood wood products. In the event Friends fails to comply in good faith with any of the provisions of chapter 8 of the San Francisco Environmental Code, Friends shall be liable for liquidated damages for each violation in any amount equal to Friends' net profit on the contract, or 5% of the total amount of the contract dollars, whichever is greater.

1.5 **Contractors Doing Business with the City Prohibited from Making Contributions.** Friends acknowledges that no person who contracts with the City, for the rendition of personal services, or the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or

candidate at any time between commencement of negotiations and either the completion of, or the termination of, negotiations for such contract. Friends acknowledges that it may be subject to certain prescribed penalties for failing to comply with this requirement.

1.6 **Notification of Limitations on Contributions.** San Francisco Campaign and Governmental Conduct Code (the "Conduct Code") section 3.700 et seq., and San Francisco Ethics Commission regulations 3.710(a)-1-3.730-1, prohibit the public officials who approved this contract from receiving (1) gifts, honoraria, emoluments or pecuniary benefits of a value in excess of $50; (2) any employment for compensation; or (3) any campaign contributions for any elective office for a period of up to six years from individuals and entities who are "public benefit recipients" of the contract. Public benefit recipients of the contract are: (1) the individual, corporation, firm, partnership, association, or other person or entity that is a party to the contract; (2) an individual or entity that has a direct 10% equity, or direct 10% participation, or direct 10% revenue interest in that party at the time the public benefit is awarded; or (3) an individual who is a trustee, director, partner or officer of the contracting party at the time the public benefit is awarded. Friends understands that any public official who approved this contract may not accept campaign contributions, gifts, or future employment from Friends except as provided under the Conduct Code. Friends agrees to notify any other individuals or entities that may be deemed "public benefit recipients" under the Conduct Code because of this contract. Upon request, Friends agrees to furnish, before this contract is entered into, such information as any public official approving this contract may require in order to ensure such official's compliance with the Conduct Code. Upon request, the City agrees to provide, before this contract is entered into, Friends with a list of public officials who, under the Conduct Code, approved this contract. Failure of any public official who approved this contract to abide by the Conduct Code shall not constitute a breach by either the City or Friends of this contract. Notwithstanding anything to the contrary in this contract, neither party shall have the right to terminate the contract due to any failure by the other party to provide the information described in this paragraph

1.7 **Nondiscrimination; Penalties.**

(a) **Friends Shall Not Discriminate.** In the performance of this Agreement, Friends agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, height, weight, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee of, any City employee working with, or applicant for employment with Friends, in any of Friends' operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services or membership in all business, social or other establishments or organizations operated by Friends.

(b) **Subcontracts.** To the extent applicable, Friends shall incorporate by reference in all subcontracts the provisions of sections 12B.2(a), 12B.2(c)-12B.2(k) and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Friends' failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

(c) **Non-Discrimination in Benefits.** Friends does not as of the date of this Agreement and will not during the term of this Agreement, in San Francisco or with respect to its operations under this Agreement elsewhere within the United States, discriminate in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in section 12B.2(b) of the San Francisco Administrative Code.

(d) **Condition to Agreement.** To the extent applicable for any agreement entered into hereunder, Friends shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

(e) **Incorporation of Administrative Code Provisions by Reference.** The provisions of chapters 12B and 12C of the San Francisco Administrative Code are incorporated by reference and made a part of this Agreement as though fully set forth herein. Friends shall comply fully with and be bound by all of the provisions that apply to this Agreement under chapters 12B and 12C of the Administrative Code, including but not limited to the remedies provided in such chapters. Without limiting the foregoing, Friends understands that pursuant to section 12B.2(h) of the San Francisco Administrative Code, a penalty of $50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Friends and/or deducted from any payments due Friends.

1.8 Public Disclosure. Friends understands and agrees that under the City's Sunshine Ordinance (San Francisco Administrative Code, chapter 67) and the State Public Records Law (Gov't Code section 6250 et seq.) this Agreement and any and all records, information, and materials submitted to the City hereunder may be subject to public disclosure. Friends hereby authorizes the City, only to the extent necessary to comply with such laws, to disclose any records, information and materials submitted to the City in connection with this Agreement.

1.9 False Claims. The parties acknowledge that, pursuant to San Francisco Administrative Code section 6.57, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for three times the amount of damages that the City sustains because of the false claim.

1.10 First Source Hiring Requirements. To the extent applicable, Friends shall comply with the hiring requirements imposed by the City's First Source Hiring Ordinance (San Francisco Administrative Code, chapter 83), which are incorporated herein by reference.

1.11 EIC Forms.

Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in section 12O of the San Francisco Administrative Code. To the extent applicable, Friends shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within 30 days following the date on which this Agreement becomes

effective (unless Friends has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Friends; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement.

Failure to comply with any requirement contained in the preceding paragraph shall constitute a material breach by Friends of the terms of this Agreement. If within 30 days after Friends receives written notice of such a breach, Friends fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Friends fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law.

Any subcontract entered into by Friends shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this Section.

1.12 Pesticide Prohibition. To the extent applicable, Friends shall comply with the provisions of chapter 39 of the San Francisco Administrative Code (the "Pesticide Ordinance"), which (i) prohibit the use of certain pesticides on City property, (ii) require the posting of certain notices and the maintenance of certain records regarding pesticide usage, and (iii) require Friends to submit an integrated pest management ("IPM") plan that (a) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Friends may need to apply on or about the property, (b) describes the steps Friends will take to meet the City's IPM policy described in section 39.1 of the Pesticide Ordinance, and (c) identifies, by name, title, address and telephone number, an individual to act as Friends' primary IPM contact person with the City.

1.13 No Tobacco Advertising. Friends acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on any real property owned by or under the control of the City. This prohibition includes the placement of the name of a company producing selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This prohibition does not apply to any advertisement sponsored by a state, local or nonprofit entity designed to communicate the health hazards of cigarettes and tobacco products or to encourage people not to smoke or to stop smoking.

1.14 Requiring Minimum Compensation for Employees. To the extent applicable, Friends agrees to comply fully with and be bound by all provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code chapter 12P, including remedies provided, and implementing guidelines and rules. The text of the MCO is available on the web at *http://www.sfgov.org/MCO* and is incorporated herein by reference and made part of this Agreement as though fully set forth.

1.15 Requiring Health Benefits for Covered Employees. To the extent applicable, Friends agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code chapter 12Q, including the implementing regulations, as the same may be amended or updated from time to time. The text of the HCAO is available on the Web at

http://www.sfgov.org/oca/lwlh.htm/ and is incorporated herein by reference and made part of this Agreement as though fully set forth.

1.16 **Prevailing Wages; Displaced Work Protection; Records; etc.** Friends hereby acknowledges that it has read and understands San Francisco Charter section A7.204, and the San Francisco Administrative Code, chapter 6, section 6.22(E) and chapter 21, section 21.25-1 and agrees that, to the extent applicable, this Agreement shall be subject to and Friends shall comply with all obligations and requirements imposed by those sections. In connection therewith, Friends (and any of its subcontractors under this Agreement) shall, to the extent applicable, pay its employees wages in an amount at least equal to the highest general prevailing rate of wages as paid for similar work in the City and County of San Francisco in private employment, as fixed and determined by the Board of Supervisors pursuant to the City's Administrative Code. Friends shall also, to the extent applicable, provide the job protection required by Administrative Code section 21.25-1. To the extent required by law, Friends (and any of its subcontractors under this Agreement) shall also keep, or cause to be kept, an accurate record showing the name, place of residence, citizenship, occupation and per diem pay of each person engaged by Friends in the execution and performance of this Agreement. Any such records shall at all times be open and available to the City and its duly authorized agents for inspection and examination.

RE: File 120827 (Grant, South Murphy Windmiller) Form 126
Mauer, Dan
to:
Miller, Alisa, Mauer, Dan
08/10/2012 03:54 PM
Hide Details
From: "Mauer, Dan" <dan.mauer@sfgov.org>
To: "Miller, Alisa" <alisa.miller@sfgov.org>, "Mauer, Dan" <dan.mauer@sfgov.org>,

Hello Alisa

Per our discussion, the funds will be used for our project which is still in planning and designs. We currently do not have a contractor on board. Once we have plans, the project will be bid through DPW.

Thank you
Dan

Dan Mauer
Project Manager, Capital Improvement Division

San Francisco Recreation and Park Department | City & County of San Francisco
30 Van Ness Avenue, 5th Floor | San Francisco, CA | 94102

(415) 581-2542 | dan.mauer@sfgov.org

Visit us at sfrecpark.org
Like us on Facebook
Follow us on Twitter
Watch us on sfRecParkTV
Sign up for our e-News

From: Alisa.Miller@sfgov.org [mailto:Alisa.Miller@sfgov.org]
Sent: Friday, August 10, 2012 3:06 PM
To: Mauer, Dan
Subject: File 120827 (Grant, South Murphy Windmiller) Form 126

Hi Dan,

Upon review of File No. 120827 (Accept/Expend Grant, South Murphy Windmill Project) I see that there will be contractual services for this project. Has a contractor been identified? If so, I will need a Form 126 for the contractor prior to it being heard in Committee. Attached is a template form for your use.

Please give me a call if you have any questions or need clarification. Thanks in advance.

Alisa Miller

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:

- [x] 1. For reference to Committee: Land Use
  An ordinance, resolution, motion, or charter amendment
- [ ] 2. Request for next printed agenda without reference to Committee
- [ ] 3. Request for Committee hearing on a subject matter
- [ ] 4. Request for letter beginning "Supervisor _____ inquires..."
- [ ] 5. City Attorney request
- [ ] 6. Call file from Committee
- [ ] 7. Budget Analyst request (attach written motion).
- [ ] 8. Substitute Legislation File Nos.
- [ ] 9. Request for Closed Session
- [ ] 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
- [ ] Ethics Commission
- [ ] Building Inspection Commission
- [ ] Youth Commission
- [ ] Planning Commission

Note: For the Imperative Agenda (a resolution not on the printed agenda), use a different form.]

Sponsor(s): Mar

Subject: Accept and Expend Grant - South Murphy Windmill Project, Phase 1C - $513,000

The text is listed below or attached:

Please see attached.

Signature of Sponsoring Supervisor: _____

For Clerk's Use Only:

Common/Supervisors Form

Revised 05/19/11

120827