File No. 121134

Committee Item No. 16
Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

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Committee: Budget and Finance Committee **Date** 12/05/2012

Board of Supervisors Meeting **Date** _____

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

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Completed by: Victor Young **Date** November 30, 2012
Completed by: Victor Young **Date** _____

[Permit Amendment - Outside Lands Music Festival - Eight Additional Years]

Resolution, pursuant to Charter Section 9.118, approving and authorizing an amendment to the Permit with Another Planet Entertainment for the production of the annual Outside Lands Music Festival to extend the term eight additional years, increase the authorized capacity of the event to 75,000, modify components of the permit fee and rent payments, and provide for funds to pay for materials and supplies to maintain the Polo Fields and to endow a gardener for work within the festival premises; affirming a categorical exemption under the California Environmental Quality Act for the amendment; and ratifying prior actions.

WHEREAS, The City and County of San Francisco (the "City") owns the parcel of land commonly referred to as Golden Gate Park (the "Park"), which is under the administrative jurisdiction of the City's Recreation and Park Commission; and,

WHEREAS, Another Planet Entertainment LLC, a Delaware limited liability company ("Another Planet"), is a concert production company; and,

WHEREAS, The Recreation and Park Commission on December 4, 2008, authorized the Recreation and Park Department ("RecPark") to issue a Request for Qualifications to select a concert promoter to produce an annual multi-day festival in Golden Gate Park, the proceeds of which are intended to benefit RecPark; and,

WHEREAS, RecPark received proposals from three concert promoters, which were evaluated by a six-member selection committee and ranked on how well they met the project objectives and selection criteria described in the solicitation; and,

WHEREAS, The selection panel unanimously recommended Another Planet to the Recreation and Park Commission to produce the three-day festival, due in part to the following:

(a) Another Planet's knowledge and experience with producing large scale events in Golden Gate Park, including 2008 Outside Lands and 2004 Dave Matthews concert;

(b) Another Planet's proposed event highlighting the park, as well as local music, art, culture and food;

(c) Another Planet's detailed outreach/mitigation plan that built on their prior year's efforts and included a community hotline, coordination with 311, coordination with relevant City agencies, outreach to neighbors, and outreach to attendees using mass advertising and targeted emails; and

(d) Another Planet's proposed financial terms, which allowed for a base rent and participation rent formula that maximizes revenue to RecPark; and,

WHEREAS, The City and Another Planet entered into a Permit dated April 1, 2009, (the "Permit"), under which Another Planet was given the right to produce the annual three day Outside Lands Music Festival (the "Festival") in Golden Gate Park from 2009 through 2013 on terms and conditions specified in the Permit; and,

WHEREAS, Including the 2008 Festival, Another Planet has produced five annual Festivals in Golden Gate Park which have been attended by over 600,000 people; and,

WHEREAS, In producing these events, Another Planet has worked closely with the surrounding communities, and, in tandem with RecPark, has developed significant expertise in developing and implementing measures to avoid or reduce negative impacts of the Festival; and,

WHEREAS, These measures to avoid or reduce negative impacts, many of which RecPark has since required other large events in the Park to implement, have included an arborist's review of the site plans, a sound technicians review of the acoustic plans and monitoring of the sound impacts in the community, deploying Parking Control Officers and tow trucks near the Festival to quickly respond to blocked driveways and other parking violations; a robust annual outreach plan including a mailer to all homes and businesses within four blocks of the Park; deploying crews to clean-up litter in the surrounding neighborhoods and a comprehensive transportation plan that encourages Festival attendees to arrive by Muni, private shuttles, bicycle or by walking; and,

WHEREAS, Since the Festival's inception, Another Planet, in collaboration with the community, RecPark, Police Department, Fire Department, Municipal Transportation Agency and the Mayor's Office of Special Events, has continually refined its operational plans for the Festival; and,

WHEREAS, Located in the City's largest park, the Festival highlights not only the beauty of the Park but in booking dozens of local bands, hiring local artists to decorate the site and utilizing over 50 local restaurants to operate the food concessions, the Festival celebrates and promotes San Francisco's culture; and,

WHEREAS, With up to 50,000 San Franciscans attending each year and an even larger number of visitors attending, the Festival has become part of the cultural fabric of the City and a highlight of the City's summer event calendar; and,

WHEREAS, Over the past five years, the Festival has developed into one of the preeminent concerts in North America and has received international acclaim; and,

WHEREAS, Rolling Stone Magazine said in 2011 "This was the year that Outside Lands finally became the festival it always promised to be, which is to say, one of the greats"

and ABC has referred to the Festival as "one of the most prestigious festivals in America"; and,

WHEREAS, Rolling Stone Magazine has additionally said, "More than a cookie-cutter American rock festival, Outside Lands takes advantage of its setting in Golden Gate Park by pointedly celebrating all that is the Bay Area." Its a strategy that really makes this event, now in its fifth year, stand apart from any other festival in its class; and,

WHEREAS, Consistent with the increased recognition as one of the premiere festivals in the nation, attendance increased substantially in recent with years with both the 2011 and 2012 Festivals selling out; and,

WHEREAS, This increase in prominence and attendance has resulted in a significant increase in rent payments made by the Festival to RecPark, with the Festival's 2012 rent payment surpassing the 2009 rent payment by nearly $700,000; and,

WHEREAS, A 2011 Economic Impact Report, a copy of which is on file with the Clerk of the Board in File No. _____, placed the annual economic impact of the Festival to San Francisco at over $60,000,000 with the lodging and restaurant industries receiving the largest benefits; and,

WHEREAS, The Economic Impact Report estimated that the Festival was responsible for an additional $7,000,000 of economic activity in other Bay Area counties; and,

WHEREAS, Due to its location in the western end of the Park, the benefits of the Festival extend to numerous locally operated small businesses in the Sunset and Richmond that are not benefitted by other events closer to downtown or the City's waterfront; and,

WHEREAS, The Festival hires over 4,000 employees for the event and, according to the Economic Impact Report, is responsible for creating the equivalent of 683 full-time positions in San Francisco; and,

WHEREAS, Under the Permit approved by the Board of Supervisors, the term of the Permit currently expires after the 2013 Festival; and,

WHEREAS, The City and Another Planet have negotiated a proposed amendment of the Permit (the "Permit Amendment") in substantially the form on file with the Clerk of the Board in File No. _____, which includes, among other provisions, the following significant terms:

(1) Extending the Permit term to grant Another Planet the right to produce the Festival for an additional eight years;

(2) Increasing the daily attendance capacity of the Festival to 75,000 people;

(3) Increasing the Percentage Rent from 10% of gross revenue to 11% of gross revenue;

(4) Increasing the Additional Rent from $1.00 per ticket sold to $1.25 per ticket sold;

(5) Beginning in 2019, capping the Minimum Permit Fee at $1,400,000;

(6) Adjusting the Payment Schedule;

(7) Requiring Another Planet to host an annual Recreation and Park Department Fundraiser;

(8) Requiring Another Planet to contribute funds annually, in addition to the other payments due under the Permit, to endow a gardener to assist in maintaining the Festival premises throughout the year;

(9) Requiring Another Planet to contribute $15,000 annually, in addition to other payments due under the Permit, to provide for materials and supplies to assist with regenerating the Polo Fields in the Park after the Festival each year;

(10) Requiring Another Planet to produce at its own expense a limited number of RecPark promotional signs, approved by RecPark in advance, to be placed throughout the Festival site;

(11) Requiring Another Planet to donate a customary and reasonable number of Festival tickets to the Parks Alliance or another non-profit organization benefiting park causes for the purpose of donor recognition;

(12) Requiring Another Planet to employ sound monitoring professionals to measure sound levels in the neighborhoods surrounding the Park throughout the Festival each year and to utilize one set of delay speakers in the Polo Fields when attendance exceeds 40,000 persons and two sets of delay speakers when attendance exceeds 55,000 persons; and,

WHEREAS, The City's Planning Department has found that the Permit Amendment is categorically exempt from environmental review under the California Environmental Quality Act (a copy of these findings is on file with the Clerk of the Board of Supervisors in File No. _____, and are incorporated herein by reference); and,

WHEREAS, As set forth in Administrative Code Sections 2.6-1 and 23.33, it is the policy of the Board of Supervisors to require competitive bidding procedures before approving certain contracts and leases, except where competitive bidding is impractical or impossible;

now, therefore, be it

RESOLVED, That the Board of Supervisors finds that due to (1) the significant experience of Another Planet in operating the Festival in the sensitive park environs and showcasing the City and Bay Area and the economic contributions, including the increased rent paid by the Another Planet in recent years as the Festival has grown, (2) the limited duration of the Festival each year, and the availability of the multiple City properties for musical and other special events, and (3) the competitive process that was performed by

RecPark in awarding the initial permit to Another Planet for the Festival, that competitive bidding for the Festival is impractical or impossible, and therefore is not required in this instance; and, be it

FURTHER RESOLVED, That the Board of Supervisors hereby approves and authorizes the execution, delivery and performance by the City of the Permit Amendment, subject to the approval of the Permit Amendment by the City's Recreation and Park Commission, in its sole discretion; and, be it

FURTHER RESOLVED, That subject to the preceding paragraph, the Recreation and Park General Manager is authorized to execute and deliver the Permit Amendment in substantially the form filed with the Clerk of the Board in File No. _____, and to take any and all steps necessary or appropriate to effectuate the execution, delivery and performance of the Permit Amendment. The Recreation and Park General Manager, at his or her discretion and in consultation with the City Attorney and the City's Controller, is authorized to enter into any additions, amendments, or other modifications to the Permit Amendment that the General Manager determines are in the best interests of the City and do not materially increase the obligations or liabilities of the City or materially decrease the payments or other benefits to the City, and are necessary or advisable to effectuate the purpose and intent of this Resolution; and, be it

FURTHER RESOLVED, That the Board of Supervisors approves and accepts the $89,250 annual contribution in the Permit Amendment for a gardener to assist RecPark with maintaining the Festival site throughout the year, subject to the budgetary and appropriations provisions of the Charter; and, be it

FURTHER RESOLVED, That the Board of Supervisors affirms the Planning Department's determination that the Permit Amendment is categorically exempt from environmental review under the California Environmental Quality Act ; and, be it

FURTHER RESOLVED, That any and all actions previously taken by City employees or officials regarding the Permit Amendment are hereby ratified and approved.

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

FIRST AMENDMENT TO OUTSIDE LANDS MUSIC AND ARTS FESTIVAL USE PERMIT

THIS FIRST AMENDMENT To Outside Lands Music and Arts Festival Use Permit (the "Amendment"), dated for reference purposes only as of _____, 20__, is by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City" or "Landlord"), acting by and through its Recreation and Park Department (the "Department"), and ANOTHER PLANET ENTERTAINMENT, LLC, a Delaware limited liability company ("Permittee").

RECITALS

A. City and Permittee entered into that certain Use Permit, dated for reference purposes as of April 1, 2009 (the "Permit"), pursuant to which City granted to Permittee the right to hold an annual three-day music and arts festival in Golden Gate Park during 2010 and 2011, with an option to hold the festival in 2012 and 2013, all as more particularly described in the Use Permit.

B. Permittee exercised the options to hold the festival under the Permit in both 2012 and 2013. The annual festivals held pursuant to the Permit were extremely successful and provided revenue to benefit the park system, and the "Outside Lands Festival" has become an iconic event that is representative and resonant of both San Francisco and Golden Gate Park.

C. City and Permittee presently desire to amend the terms and conditions of the Permit to extend the term, modify provisions regarding the fees payable, and modify certain other provisions, all on the terms and conditions set forth below.

D. The Department has made only limited sections of the bleachers in the Polo Fields available for Permittee's use during prior Festivals and does not plan or intend to increase access to the bleachers for Permittee's use for future Festivals under this Permit unless renovations to the bleachers are made. Permittee has stated it is willing to consider renovating the bleachers at no cost to City in order to make the bleachers available for Festival seating, and the Department is prepared to consider plans and specifications for such renovation. If Permittee offers to renovate the bleachers as a gift-in-kind to the City, then the City's acceptance of such gift offer will be subject to the prior approval of the Board of Supervisors in its sole discretion. Before the Department will consider accepting any such gift, Permittee will prepare detailed plans and specifications to describe the proposed work and any terms and conditions relating to the proposed gift.

AGREEMENT

NOW THEREFORE, City and Permittee hereby agree as follows:

1. Defined Terms.

a. Generally. Unless otherwise specified, capitalized terms contained herein shall have the same meaning as set forth in the Permit.

b. Festival. Effective as of the Effective Date, as used in the Permit, "Festival" shall mean a three-day music and arts festival open to the public upon purchase of tickets, similar to the Outside Lands Festival held on the Premises in calendar year 2012.

2. Extension of Term. Effective as of the Effective Date (as defined below), the term of the Permit is extended as follows. Permittee shall hold an additional Festival on the Premises during each year commencing with 2014 and continuing through 2021. Each annual Festival shall be held between June 1st and August 31st on such dates as shall be mutually agreed to by City and Permittee by the date which is 30 days after the end of the prior year's Festival. Permittee accepts the Premises in their "as is" condition for the extended term, and the terms and conditions of the Permit, as amended by this Amendment, shall apply throughout the extended term. The dates on which the Premises will be made available to Permittee for each annual Festival, including the load-in and load-out dates required for set-up and take-down of Festival fixtures and equipment, shall be confirmed by the parties in writing, either as a supplemental Exhibit B to the Permit or such other format as the parties shall agree. The Permit shall expire on the date on which the load-out is to be completed for the 2021 Festival.

3. Minimum Permit Fee. Effective as of the Effective Date, the Minimum Permit Fee for calendar years 2013-2018 shall be calculated as provided in the "Permit Fees and Financial Terms" section of Section 1 of the Permit. Notwithstanding the provisions of the Permit to the contrary, the Minimum Permit Fee payable for the 2019, 2020 and 2021 Festivals shall be $1,400,000 per year.

4. Percentage Rent. Effective as of the Effective Date, Section 9(b) and the "Permit Fees and Financial Terms" section of Section 1 of the Permit shall be amended to provide for a Percentage Rent rate of 11% of Gross Revenue (as defined in Section 9(b) of the Permit) less the Minimum Permit Fee paid by Permittee for each Festival, commencing with the 2013 Festival. Accordingly, effective as the Effective Date, all references in Section 9(b)) and the "Permit Fees and Financial Terms" section of Section 1 of the Permit to "10%" shall be changed to "11%."

5. Additional Rent. Effective as of the Effective Date, Section 1 of the Permit shall be amended to provide that commencing with the 2013 Festival the Additional Rent shall be $1.25 per each ticket sold by Permittee or its agents, in addition to the Minimum Permit Fee and Percentage Rent. For the purpose of calculating the Additional Rent, multiday tickets shall be calculated as if a single ticket had been sold for each day for which such ticket is valid.

6. Payment Schedule. Effective as of the Effective Date, the first sentence and the final sentence of the "Payment schedule" section of Section 1 of the Permit shall be deleted, and the following shall be substituted for the first sentence of such section:

> "$800,000 of the Minimum Permit Fee for the 2013 Festival shall be due by June 15, 2013 and the balance of the Minimum Permit Fee shall be due on the date that is ten (10) days prior to the start of the load-in for such Festival.
>
> $1,100,000 of the Minimum Permit Fee for the 2014 Festival shall be due by June 15, 2014 and the balance of the Minimum Permit Fee for the 2014 Festival shall be due on the date that is ten (10) days prior to the start of the load-in for such Festival.
>
> Commencing in 2015 and continuing throughout the term of this Permit, the entire Minimum Permit Fee for each annual Festival shall be due no later than June 15."

7. Permitted Use. Effective as of the Effective Date, the final sentence of the Permitted Uses section of Section 1 of the Permit shall be deleted and the following shall be substituted therefor: "Permittee shall not allow more than 75,000 paid attendance per day total in all venues."

8. Annual Recreation and Park Department Fundraiser. Effective as of the Effective Date, the following provision shall be added to the Permit as Section 42:

> "42. Annual Recreation and Park Department Fundraiser. Commencing in 2013 and continuing each calendar year thereafter through 2021, Permittee shall hold, at its expense, an annual fundraiser concert or similar event for the Recreation and Park Department (the "Annual Fundraiser"). The Annual Fundraiser shall either be at the Premises or at another appropriate venue and all net proceeds shall be donated to the Recreation and Park Department. If the Annual Fundraiser is held on property which is under the jurisdiction of the Recreation and Park Department, an additional use permit shall be required to govern the terms and conditions of Permittee's use of such property (unless the Annual Fundraiser is held on the Premises during a period in which the Permit applies). City and Permittee shall consult with Recreation and Park Department staff regarding the proposed location, marketing plan and operating plan for each Annual Fundraiser, and the parties shall cooperate to develop a plan that is acceptable to the General Manager of the Recreation and Park Department.

9. Endowed Gardener. Effective as of the Effective Date, the following provision shall be added to the Permit as Section 43:

> "43. Endowed Gardner. Commencing in 2013 and continuing throughout the term of the Permit, in addition to the other sums payable under the Permit, Permittee shall contribute to the Recreation and Park Department an additional $89,250 per year to endow a gardener to assist with maintaining the Festival site throughout the year. Such gardener shall be in addition to the gardeners already employed to work at the site, subject to the budgetary and fiscal requirements of the Charter of the City and County of San Francisco. Such payment shall be made to the Recreation and Park Department no later than July 15 of each year."

10. Polo Field Regeneration Fee. Effective as of the Effective Date, the following provision shall be added to the Permit as Section 44:

"44. Polo Field Regeneration Fee. Commencing in 2013 and continuing throughout the term of the Permit, in addition to the other sums payable under the Permit, Permittee shall contribute to the Recreation and Park Department $15,000 annually to provide for materials and supplies to ensure that the condition of the Polo Fields does not deteriorate due to the impact of the Festival. Such payment shall be made no later than 10 days after the Festival each year."

11. Promotion of Recreation and Park Department. Effective as of the Effective Date, the following provision shall be added to the Permit as Section 45:

"45. Promotion of Recreation and Park Department. Permittee shall, at its own expense, print and display a mutually agreeable limited number of Recreation and Park Department promotional signs throughout the Festival site each year. The design, size, number and placement of such signs shall be subject to the approval of the Recreation and Park Department."

12. Donor Recognition. Effective as of the Effective Date, the following provision shall be added to the Permit as Section 46:

"46. Donor Recognition. Commencing with the 2013 Festival and continuing throughout the term of the Permit, Permittee shall donate a customary and reasonable number of complimentary tickets to the Festival to the San Francisco Parks Alliance, or such other non-profit as the Recreation and Park Department may designate in the future, for the purposes of recognizing donors to Park causes."

13. Amplified Sound Terms. Effective as of the Effective Date, (i) the reference in the Amplified sound terms section of Section 1 of the Permit shall be deleted, (ii) Paragraph 4 of Appendix B to the Permit shall be deleted, and (iii) the following provision shall be added to the Permit as Section 47:

"47. Amplified Sound Terms. There will be no amplified music permitted prior to opening of gates on any day of event, except for agreed upon limited sound checks one day prior to the concert and for line checks prior to opening of gates. Unless otherwise agreed upon in writing by the General Manager of the Recreation and Park Department, hours for sound checks will be limited to noon to 5 PM the day prior to the first Festival day; and line checks will not commence prior to 10 AM on the days of the Festival. Sound will commence at noon on each Festival day. Sound will end Friday and Saturday evening at 10:00 PM and at 9:40 PM on Sunday. Any alteration to the sound check schedule outlined above shall be subject to the approval of the General Manager.

Permittee shall use commercially reasonable best efforts to limit sound to the close environs of the concert grounds. Such efforts shall include reviewing the sound system plans in advance of the Festival each year to minimize any sound impact in the surrounding neighborhood and to ensure that the sound system can be modified to respond to sound complaints from the neighborhood. Additionally, when attendance exceeds 40,000 on any Festival day, Permittee shall build and use one set of delay

speakers on the main Polo Fields stage to limit sound in the surrounding neighborhood. When attendance exceeds 55,000 on any Festival day, Permittee shall build and use two sets of delay speakers on the main Polo Fields stage to limit sound in the surrounding neighborhood.

Permittee shall coordinate with the San Francisco Park Rangers to deploy monitors in the neighborhood who will measure sound pressure levels and record the data. Data will be promptly transmitted to the production staff at the Festival, who will use it to adjust sound pressure levels as required."

14. Insurance Requirements. Effective as of the Effective Date, the following provision shall be added to the Permit as Section 17.11:

"17.11. Review of Insurance Requirements. Commencing in 2014, Permittee and City shall periodically review the limits and types of insurance carried pursuant to this Section. If the general commercial practice in the City and County of San Francisco is to carry liability insurance in an amount or coverage materially greater than the amount or coverage then being carried by Permittee with respect to risks comparable to those associated with holding the Festival at the Premises, then, at City's option, Permittee shall increase at its sole cost the amounts or coverages carried by Permittee to conform to such general commercial practice."

15. Prevailing Wages for Theatrical Workers. Effective as of the Effective Date, references in Section 32 of the Permit to San Francisco Administrative Code "Section 21.25C" shall be deleted and a reference to San Francisco Administrative Code "Section 21C.4" shall be substituted for each such reference.

16. First Source Hiring. Effective as of the Effective Date, references in Section 41 of the Permit to "Contractor" shall be deleted a reference to "Permittee" shall be substituted for each such reference.

17. License Only. Notwithstanding the use of the terms "Percentage Rent," "Additional Rent" and "Premises" in the Permit, the Permit gives Permittee a license only, and the Permit does not constitute a grant by City of any leasehold or other property interest or estate whatsoever in the Premises, or any portion thereof.

18. Effective Date. The effectiveness of this Amendment is subject to the following conditions precedent (such date on which all of the following conditions precedent are satisfied is referred to herein as the "Effective Date"): (i) the San Francisco Recreation and Parks Commission shall have adopted a resolution approving the terms and conditions hereof in its sole discretion; and (ii) the Board of Supervisors of the City and County of San Francisco shall have adopted a resolution approving the terms and conditions hereof in its sole discretion; and (iii) City and Permittee shall have executed and delivered this Amendment.

19. Attorneys Fees. In the event a dispute arises concerning this Amendment, the party not prevailing in such dispute shall pay any and all costs and expenses incurred by the

other party in enforcing or establishing its rights hereunder (whether or not such action is prosecuted to judgment), including, without limitation, court costs and reasonable attorneys' fees. For purposes of this Amendment, reasonable fees of attorneys of City's Office of the City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney's services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney.

20. Counterparts. This Amendment may be executed in counterparts, each of which shall constitute an original but all of which shall constitute one document.

21. Entire Agreement. This Amendment sets forth the entire understanding of the parties on the subject matter of this Amendment. There are no agreements between City and Permittee relating to the Permit other than those set forth in writing and signed by the parties. Neither party has relied upon any understanding, representation or warranty not set forth herein, either oral or written, as an inducement to enter into this Amendment.

22. Permit in Full Force and Effect; Amendment Prevails. Except as amended hereby, the Permit remains unmodified and in full force and effect. To the extent the provisions of this Amendment conflict with the provisions of the Permit, this Amendment shall prevail.

[No further text this page.]

City and Permittee have executed this Amendment as of the date first written above.

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
PHILIP GINSBURG, General Manager
Recreation and Park Department

PERMITTEE:

ANOTHER PLANET ENTERTAINMENT, LLC,
a Delaware Limited Liability Company

By: _____
Name: Gregg W. Perloff
Title: CEO

APPROVED BY
RECREATION AND PARK COMMISSION
PURSUANT TO RESOLUTION NO. _____ DATED:_____

_____
Margaret McArthur, Commission Liaison

APPROVED AS TO FORM:

DENNIS HERRERA,
City Attorney

By: _____
Anita L. Wood
Deputy City Attorney

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:
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 in the Land Use Committee.
_____ 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

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 different form.]

Sponsor(s): Supervisor Mar

SUBJECT: Permit Amendment – Outside Lands Music Festival

The text is listed below or attached:

Request for a hearing on the Better Streets Plan.

Signature of Sponsoring Supervisor: _____

For Clerk's Use Only:

121134

File No. 121134

FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information *(Please print clearly.)*	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors

Contractor Information *(Please print clearly.)*	
Name of contractor: **Another Planet Entertainment, LLC**	
Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. ***Use additional pages as necessary.*** 1 and 2. Board of Directors: Gregg W. Perloff – CEO; Robert Piccinini; Steven Kay; Sherry wasserman; Stephen Welkom – COO; Glenn Alen Scott, Jr. 3. Gregg W. Perloff; Robert Piccinini 4 and 5. None	
Contractor address: 1815 Forth St., Suite C, Berkeley, CA 97710	
Date that contract was approved: *(By the SF Board of Supervisors)*	Amount of contracts: $11,850,000
Describe the nature of the contract that was approved: Permit Extension for the Outside lands Music Festival.	
Comments:	

This contract was approved by (check applicable):

☐the City elective officer(s) identified on this form

☑ a board on which the City elective officer(s) serves: San Francisco Board of Supervisors
Print Name of Board

☐ the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

_____
Print Name of Board

Filer Information *(Please print clearly.)*	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

_____ _____
Signature of City Elective Officer (if submitted by City elective officer) Date Signed

_____ _____
Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk) Date Signed