

File No. 131216

Committee Item No. 1

Board Item No. 14

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Sub-Committee

Date: 3/12/2014

Board of Supervisors Meeting

Date: March 18, 2014

Cmte Board

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Completed by: Victor Young

Date March 7, 2014

Completed by: L.W

Date March 13, 2014

FILE NO. 131216

RESOLUTION NO.

1 [Accept and Expend Gift – Park Wi-Fi Project – \$608,000]

2
3 **Resolution authorizing the Department of Technology to accept and expend a gift of**
4 **\$608,000 in cash from San Francisco Citizens Initiative for Technology and Innovation**
5 **in order to provide free, wireless Internet access to the public in certain parks and**
6 **recreational facilities in San Francisco, and making environmental findings.**
7

8 WHEREAS, The provision of free wireless Internet service (“Wi-Fi”) in parks is a
9 growing trend throughout the United States. City parks in New York, Seattle, Dallas, and
10 Fresno, State park systems in California, Minnesota, and Texas, and national parks including
11 Yellowstone National Park and the National Mall all provide free Wi-Fi as a user amenity.
12 Access to free Wi-Fi at these sites enhances park visitors’ experiences by enabling them to
13 access online information about the park destinations and their features, as well as access
14 real time weather and traffic information; and

15 WHEREAS, The City and County of San Francisco (“City”) seeks to enhance
16 broadband Internet access to its residents and visitors; and

17 WHEREAS, Consistent with this trend and the City’s goals, the Department of
18 Technology (“DT”) and the Recreation and Park Department (“RPD”) have developed a
19 project to provide free Wi-Fi service in certain San Francisco parks, recreation centers, and
20 open spaces under the jurisdiction of the Recreation and Park Commission to any person in
21 the vicinity with a compatible Wi-Fi device (the “Park Wi-Fi Project”); and

22 WHEREAS, Under the Park Wi-Fi Project, DT intends to install, operate, and maintain
23 for at least two years a Wi-Fi network serving thirty-one RPD parks, recreation centers, and
24

1 plazas. Towards that end, DT intends to install small communication devices both within and
2 on existing park buildings and structures and on streetlight poles owned by the Public Utilities
3 Commission ("PUC"), as more fully described in the Gift Agreement between the City and SF
4 Citi, a copy of which is on file with the Clerk of the Board of Supervisors in File No. 131216
5 and is incorporated herein by reference; and

6 WHEREAS, The San Francisco Citizens Initiative for Technology and Innovation ("SF
7 Citi"), a non-profit corporation that organizes the technology community around civic action in
8 San Francisco, seeks to donate to the City \$608,000 in cash for DT to use for the Park Wi-Fi
9 Project ("Gift"); and

10 WHEREAS, SF Citi will receive all of the funds for the Gift from Google Inc., which is
11 one of the member companies of SF Citi; and

12 WHEREAS, DT has agreed to expend the funds received from SF Citi to implement
13 the Park Wi-Fi Project, subject to the Board of Supervisors' approval of this Resolution; and

14 WHEREAS, Following receipt of the Gift, DT and RPD intend to enter into an
15 interdepartmental memorandum of understanding setting forth the terms and conditions for
16 DT's use of RPD's property for the Park Wi-Fi Project, and DT and the PUC intend to enter
17 into an interdepartmental memorandum of understanding setting forth the terms and
18 conditions for DT's use of the PUC's streetlight poles for the Park Wi-Fi Project; and

19 WHEREAS, The Risk Manager has approved the requirement that the City hold SF Citi
20 and Google harmless from and against all third party claims, liabilities, expenses, costs, liens
21 and judgments relating to accidents, injuries, loss or damage of or to any person or property
22 arising from the negligent, intentional, or willful acts or omissions of the City related to the
23 City's construction, operation, and maintenance of the Park Wi-Fi Project; and

24 WHEREAS, On November 21, 2013, the Planning Department issued a notice of
25 exemption determination, finding the proposed project, including all actions described in this

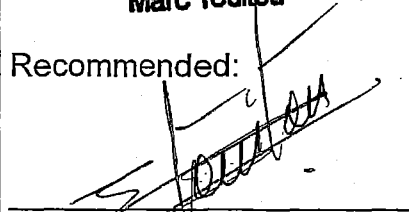
1 Resolution, exempt from further environmental review under Section 15303(d) of the CEQA
2 Guidelines, which determination is on file with the Clerk of the Board in Board File No.
3 131216; now, therefore, be it

4 RESOLVED, That the Board of Supervisors authorizes the Department of Technology
5 to accept the Gift from SF Citi of \$608,000 in cash and to expend the funds to implement the
6 Wi-Fi Project as more fully described herein; and, be it

7 FURTHER RESOLVED, That the Board of Supervisors finds that the use of City parks
8 and open spaces for the Park Wi-Fi Project is consistent with and supportive of a recreational
9 purpose in accordance with Charter Section 4.113, because the proposed use: (1) will occupy
10 an insubstantial portion of the City's parks and open spaces; (2) will not substantially impair or
11 interfere with the use and enjoyment of the parks and open spaces for recreational purposes,
12 because of the proposed locations and small dimensions of the communications devices to be
13 installed; (3) will enhance park visitors' use and enjoyment of the parks by allowing users to
14 access important information while visiting parks such as information about park features and
15 amenities, directions, public transit, and parking, and useful real time information such as
16 weather and traffic conditions; and (4) will help bridge the digital divide by providing
17 broadband access at recreation centers that serve the City's youth and senior citizens; and,
18 be it

1 FURTHER RESOLVED, That the Board of Supervisors affirms the Planning
2 Department's determination that the proposed project is exempt from environmental
3 review.
4

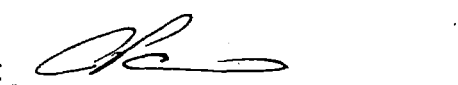
5 **Marc Touitou**

6 Recommended: 

7
8
9 Department Head

Approved: 

for Mayor

Approved: 

for Controller

Execution Version

WIFI NETWORK GRANT AGREEMENT

This WiFi Network Grant Agreement ("Agreement") is entered into this 14th day of February, 2014 ("Effective Date"), by and between the San Francisco Citizen's Initiative for Technology and Innovation, a 501 c (6) (hereinafter referred to as "SF Citi") and Google Inc., a Delaware corporation ("Grantor").

WHEREAS, the City and County of San Francisco (the "City") wants to establish a free high-speed wireless connection for public use at certain parks and open spaces in the City (the "Initiative"); and

WHEREAS, SF Citi has offered the City a gift (the "Gift") of funding to construct, install, and maintain for two years a WiFi Network (as defined in Section 1 below) in certain City parks and open spaces pursuant to the Gift Agreement dated February 14th, 2014; and

WHEREAS, Grantor desires to sponsor the Initiative and has agreed to fund the Gift so long as the WiFi Network meets certain specifications and the terms of this Agreement;

WHEREAS, the City will seek required approvals for the Gift from the City's Board of Supervisors; and

NOW, THEREFORE, in consideration of the recitals and mutual promises contained herein, SF Citi and Grantor agree to as follows:

Section 1. DEFINED TERMS

The following defined terms appear in the Agreement.

- 1.1 "Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.
- 1.2 "Intellectual Property Rights" means any and all rights existing from time to time under patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, as well as, any and all applications, renewals, extensions, restorations and re-instatements thereof, now or hereafter in force and effect worldwide.
- 1.3 "WiFi Network" means the free high-speed wireless connections to the Internet that will be owned, constructed, installed, operated, and maintained by the City.
- 1.4 "Service Activation Date" means the date the Splash Page is made publicly viewable to users who are trying to access the WiFi Network.
- 1.5 "Service Areas" means the City parks and open spaces specified in Exhibit D.
- 1.6 "Splash Page" means the first Web page that a user is directed to when trying to access the Internet through the WiFi Network.
- 1.7 "Landing Page" means the first Web page that a user is directed to after accepting the terms and conditions contained on the Splash Page.

Section 2. TERM

- 2.1 Term. The term of this Agreement shall begin on the Effective Date and continue for two (2) years after the Service Activation Date (the "Term"), unless terminated by either party in accordance with the provisions herein. At the expiration of this Agreement, the parties expect

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that the City will maintain the WiFi Network for an additional three (3) years, but the cost of such maintenance is not Grantor's or SF Citi's responsibility.

Section 3. PAYMENT

- 3.1 **Payment Term.** Subject to the terms and conditions of this Agreement, and commencing on the Effective Date of this Agreement continuing throughout the Term hereof, Grantor agrees to make a grant to SF Citi for the Initiative in accordance with Exhibit A.
- 3.2 **Remittance to City.** SF Citi will remit the Gift to the City within thirty (30) days of the final approval of a Resolution by the City's Board of Supervisors accepting the Gift.

Section 4. CITY WIFI NETWORK

- 4.1 **Technical, Operational, and Maintenance Requirements.** During the term of this Agreement, the City will continue to operate and maintain the WiFi Network as set forth below and as specified in Exhibit C attached hereto.
- (a) **Internet Service.** The WiFi Network will provide free, wireless, unsecured access to the Internet for any user located within the physical boundaries of any Service Area listed in Exhibit D ("Internet Service") for a period of at least two (2) years from the Service Activation Date, subject to Section 4.2 below. SF Citi will notify Google of the Service Activation Date.
- (b) **Internet Service Availability.** Internet Service will be available 365 days a year for a minimum of two (2) years from the Service Activation Date.
- (c) **Network Identifier.** The Service Set Identifier or SSID shall be "SanFranciscoParksWiFi." The City may make reasonable changes to the SSID used at all or any of the Service Areas where the Internet Service is available from the City.
- 4.2 **User Acceptance of Terms of Service.** The WiFi Network shall be available to all users who have accepted the WiFi Network's terms of services ("ToS") as provided by City and approved by the parties. Such agreement will not be unreasonably withheld or delayed.
- 4.3 **Technical Support and Customer Service.** The City is responsible for providing technical support (including troubleshooting) and customer service for the WiFi Network per the service level requirements set forth in Exhibit B attached hereto.
- 4.4 **Authentication/Login.** The City will maintain all technical components and processes reasonable and necessary to operate an industry standard and secure authentication/login procedure.
- 4.5 **Splash Page.** Any user with a compatible WiFi device will be directed to the Splash Page when the user attempts to access the Internet Service. The Splash Page will notify the user that: (a) the Internet Service is being provided to the user free of charge by the City; and (b) use of the Internet Service is subject to the City's ToS; and (c) the user must accept the ToS before utilizing the Internet Service. The Splash Screen may also contain other information as the City in its sole discretion deems is reasonable and necessary. A copy of the Splash Page the City intends to use is attached as Exhibit E attached hereto. The City may make reasonable changes to the Splash Page from time to time, upon notice to SF Citi and Grantor, so long as the reasonable changes are not contrary to the spirit of any provision of this Agreement.
- 4.6 **Landing Page.** The Landing Page shall "http://cbnsplash.sfwireless.org/index_parks.html." The City may make reasonable changes to the Landing Page from time to time, upon notice to SF Citi and Grantor, so long as the reasonable changes are not contrary to the spirit of any provision of this Agreement.

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- 4.7 **Content Filtering.** SF Citi agrees that it will not perform any content filtering (nor will it allow City or a third party to perform any content filtering) in the WiFi Network. If the City notifies SF Citi that applicable law requires it to perform content filtering in the WiFi Network, SF Citi shall promptly provide written notice to Grantor ("Content Filtering Notice"). SF Citi will require City to agree that any content filtering undertaken on the WiFi Network shall be in accordance with such applicable law.
- 4.8 **Compliance with Law.** The City will operate the WiFi Network in compliance with applicable law, including but not limited to, the Communications Assistance for Law Enforcement Act. Grantor shall comply with applicable law in its performance hereunder.
- 4.9 **Privacy Policy.** The City shall publish and make available to end users a privacy policy describing the collection, use and retention of personal information from end users of the WiFi Network. The City shall comply with the published privacy policy in connection with its performance hereunder. The City may make reasonable changes to the Privacy Policy from time to time, upon notice to SF Citi and Grantor, so long as the reasonable changes are not contrary to the spirit of any provision of this Agreement.
- 4.10 **Other Networks.** Nothing in this Agreement shall prohibit the City from using the WiFi Network to enable other SSIDs in addition to the SSID set forth in Section 4.1(c), provided that: (a) the use of other SSID's does not compromise the performance of the WiFi Network; (b) Google has provided written approval for the other SSIDs prior to their deployment (which approval shall not unreasonably be withheld); and (c) the other SSID's are non-commercial in nature. As allowed herein, Google hereby authorizes the City to use the SSID "_San_Francisco_Free_WiFi" in addition to "SanFranciscoParksWiFi."

Section 5. MARKETING AND PROMOTION

The parties shall mutually draft and agree on a press release announcing the launch of the WiFi Network ("Press Release"). The Press Release and any goodwill associated with the sponsorship of the Initiative and the WiFi Network will be Grantor's sole consideration. SF Citi shall not use Grantor's Brand Features, market, promote or otherwise publicize the Agreement (including its subject matter) or the WiFi Network without Grantor's prior written approval.

Section 6. BRAND FEATURES LICENSE

- 6.1 **Brand Features.** Each party shall own all right, title and interest (including, without limitation all intellectual property rights) relating to its Brand Features. Except to the limited extent expressly provided in this Agreement, neither party grants and the other party shall not acquire, any right, title or interest (including, without limitation any implied license) in or to any Brand Features of the first party; and all rights not expressly granted are deemed withheld. All use by Grantor of SF Citi's Brand Features (including any goodwill associated therewith) shall inure to the benefit of SF Citi and all use by SF Citi of Grantor's Brand Features (including any goodwill associated therewith) shall inure to the benefit of Grantor. No party shall challenge or assist others to challenge the Brand Features of the other party (except to protect such party's rights with respect to its own Brand Features) or the registration thereof by the other party, nor shall either party attempt to register any Brand Features that are confusingly similar to those of the other party.
- 6.2 **License to SF Citi Brand Features.** SF Citi hereby grants to Grantor a limited, nonexclusive and nonsublicensable license during the term of this Agreement to use SF Citi's Brand Features for promoting basic awareness of the Grantor sponsored WiFi Network, and for use in presentations, marketing materials, press releases, and customer lists. SF Citi may revoke the license granted herein to use SF Citi's Brand Features upon providing Grantor with written notice and a reasonable period of time to cease such usage.

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- 6.3 License to Grantor Brand Features. Grantor hereby grants to SF Citi a limited, nonexclusive and nonsublicensable license during the term of this Agreement to display only those Brand Features provided to SF Citi by Grantor, solely for the purpose of promoting basic awareness of the sponsored WiFi Network, and when approved by Grantor in each case. Any use of the Brand Features provided by Grantor is subject to Grantor Branding Guidelines provided to SF Citi by Grantor from time to time. Grantor may revoke the license granted herein to use Grantor's Brand Features upon providing SF Citi with written notice and a reasonable period of time to cease such usage.

Section 7. INTELLECTUAL PROPERTY

Each party retains sole ownership of its Intellectual Property Rights, including but not limited to any developed skills, designs, processes, procedures, formulas, trade secrets, methodologies, works of authorship and ideas that are used in the performance of its obligations under this Agreement developed prior to or during this Agreement. Each party does not convey, license or transfer any of its Intellectual Property Rights to the other party under this Agreement.

Section 8. EXCLUSIVITY

Grantor shall be the exclusive sponsor for the SF Citi WiFi Network during the Term of this Agreement. SF Citi agrees that during the Term of this Agreement SF Citi shall not enter into any other agreement to sponsor the SF Citi WiFi Network supported by Grantor pursuant to this Agreement.

Section 9. TERMINATION

- 9.1 Termination. Either party may terminate this Agreement if:

- (a) the other party breaches a material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof;
- (b) if the other party becomes insolvent or makes any assignment for the benefit of creditors or similar transfer evidencing insolvency, or suffers or permits the commencement of any form of insolvency or receivership proceeding, or
- (c) has any petition under bankruptcy law filed against it, which petition is not dismissed within sixty (60) days of such filing, or has a trustee, administrator or receiver appointed for its business or assets or any part thereof.

- 9.2 Termination by Grantor. Grantor may terminate this Agreement for convenience, without cause and without further liability or obligation upon written notice with immediate effect.

- 9.3 Effect of Termination. Upon expiration or termination of the agreement, SF Citi will immediately cease displaying or referring to Grantor's brand and/or logo in any manner in conjunction with the network.

Section 10. CONFIDENTIALITY

- 10.1 Definition. "Confidential information" is information disclosed by one party to the other party under this agreement that is marked as confidential or would normally under the circumstances be considered confidential information of the disclosing party. Confidential information does not include information that the recipient already knew, that becomes public through no fault of the recipient, that was independently developed by the recipient, or that was rightfully given to the recipient by another party.

- 10.2 Confidentiality Obligations.

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- (a) The recipient will not disclose the Confidential Information, except to affiliates, employees, and agents who need to know it and who have agreed in writing to keep it confidential. The recipient, its affiliates, employees and agents may use Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care to protect it. The recipient may also disclose Confidential Information when required by law after giving reasonable notice to discloser.
- (b) Both SF Citi and Grantor shall observe all applicable Federal, State and City regulations concerning confidentiality of records. Neither SF Citi nor Grantor shall comment publicly about confidential information to the press or any other media regarding this Agreement except to each other's respective designees involved in the performance of this Agreement. SF Citi and Grantor shall protect all information from unauthorized use and disclosure. SF Citi and Grantor shall refer all requests for information to the other's authorized designee.
- (c) If SF Citi receives a request for information designated as proprietary by Grantor, SF Citi will advise Grantor and Grantor will have the opportunity to take whatever legal action is necessary to oppose the release of said information. If Grantor chooses to seek the courts protection of its information, SF Citi will make every reasonable effort to assist Grantor in this effort.

10.3 Publicity. Neither party may make any public statement regarding the relationship contemplated by this Agreement without the other's prior written approval.

Section 11. REPRESENTATIONS AND WARRANTIES

11.1 Each party represents and warrants that it has full right and authority to enter into and fully perform this Agreement in accordance with its terms. SF Citi represents and warrants that the execution, delivery and performance of this Agreement will not violate the provisions of any other agreement to which SF Citi is a party or by which it is bound.

11.2 SF Citi represents and warrants that it will promptly enter into an agreement with the City that obligates City to comply with the relevant terms and conditions of this Agreement as if it were SF Citi, and during the Term of this Agreement, SF Citi will ensure that the City complies with the technical, operational, and maintenance requirements for the WiFi Network as set forth in Section 4 and Exhibit C.

Section 12. INDEMNIFICATION

12.1 Indemnification by SF Citi. SF Citi agrees to defend and hold Grantor harmless (and its officers, employees, agents and representatives) from and against all third party claims, liabilities, expenses, costs, liens and judgments ("Claims") relating to: (a) accidents, injuries, loss or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of SF Citi, and its contractors, employees, agents, suppliers, purveyors, customers, licensees and invitees, (b) SF Citi's violation of law, (c) any breach of Section 10 (Confidentiality) or (c) SF Citi's failure to enter into and enforce an Agreement with the City pursuant to Section 11.2 of this Agreement.

12.2 Indemnification Procedure. Grantor will have the right to approve any counsel retained to defend against any Claim in which Grantor is named a defendant, and will not unreasonably withhold such approval. Grantor will have the right to control and participate in the defense of any such Claim concerning matters that relate to Grantor, and SF Citi will not settle or compromise any such Claim without Grantor's written consent. If, in Grantor's reasonable judgment, a conflict exists between the interests of Grantor and SF Citi in such a Claim, Grantor may retain its own counsel whose reasonable fees will be paid by SF Citi.

Section 13. LIMITATION OF LIABILITY

EXCEPT FOR BREACHES OF CONFIDENTIALITY UNDER SECTION 10, OR INDEMNIFICATION OBLIGATIONS UNDER SECTION 12, OR INSURANCE COVERAGE UNDER SECTION 14.10: (a)

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NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES; AND (b) NEITHER PARTY'S LIABILITY ARISING OUT OF THIS AGREEMENT WILL EXCEED THE AMOUNT ACTUALLY PAID TO SF CITI BY GRANTOR UNDER THIS AGREEMENT.

Section 14. MISCELLANEOUS

- 14.1 **Notices.** All notices, requests, consents and approvals under this Agreement will be served or given only by certified or registered mail, except in cases of emergency, in which cases they will be confirmed by automated receipt or electronic logs when sent by facsimile or email.

Notices for SF Citi will be addressed to:

SF CITI
58 2nd Street, 4th floor
San Francisco, CA 94105
Attn: Nicole Yelich

or such other address as may be designated by SF Citi by written notice to Grantor

Notices for Grantor will be addressed to:

GOOGLE INC.
1600 AMPHITHEATRE PARKWAY
MOUNTAIN VIEW, CALIFORNIA 94043
ATTN: LEGAL DEPARTMENT

Or to such other address as may be designated by Grantor by written notice to SF Citi. Notices will be deemed given:

- (a) when verified by written receipt if sent by personal courier, overnight courier, or mail; or
 - (b) when verified by automated receipt or electronic logs if sent by facsimile or email.
- 14.2 **Assignment.** Neither party may assign or transfer any part of this agreement without the written consent of the other party, except to an affiliate but only if:
- (a) the assignee agrees in writing to be bound by the terms of this agreement and
 - (b) the assigning party remains liable for obligations under the agreement. Any other attempt to transfer or assign is void.
- 14.3 **Change of Control.** Upon a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction):
- (a) the party experiencing the change of control will provide written notice to the other party within thirty (30) days after the change of control, and
 - (b) the other party may immediately terminate this agreement any time between the change of control and thirty (30) days after it receives the written notice in subsection (a).
- 14.4 **Force Majeure.** Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and utility or Internet disturbance) that was beyond the party's reasonable control.
- 14.5 **No Waiver.** Failure to enforce any provision will not constitute a waiver.
- 14.6 **Severability.** If any provision is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.

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- 14.7 **No Agency.** The parties are independent contractors, and this agreement does not create an agency, partnership or joint venture.
- 14.8 **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this agreement.
- 14.9 **Equitable Relief.** Nothing in this agreement will limit either party's ability to seek equitable relief.
- 14.10 **Insurance.**

During the Agreement Term, the parties shall maintain not less than the following insurance, provided that SF Citi may comply with this provision by requiring any contractor performing installation or maintenance activities to maintain the following coverage:

Type of Coverage	Amount of Coverage
Worker's Compensation Insurance	Statutory Amount
Employer's Liability Occupational Disease and Bodily Injury Insurance	\$1 million each accident \$1 million disease each employee \$1 million disease-policy limit
Commercial General Liability Insurance, combined single limit personal injury and property damage on an occurrence policy form	\$1 million per occurrence
Automobile Liability Insurance for owned, hired and non-owned autos	\$1 million combined single limit bodily injury/property damage

- 14.11 **Governing Law.** Any action related to this Agreement will be governed the laws of the State of California (except that body of law controlling conflict of laws) and the United Nations Convention on the International Sale of Goods will not apply. The parties hereby exclusively and irrevocably submit to, and waive any objection against, the personal jurisdiction of the United States District Court for the Northern District of California, and the state courts of the State of California for the County of Santa Clara.
- 14.12 **Amendments.** Any amendment must be in writing and expressly state that it is amending this Agreement.
- 14.13 **Counterparts.** The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.
- 14.14 **Entire Agreement.** This Agreement, including Exhibits A, B, C and D, is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject.
- 14.15 **Survival.** Those provisions which by their nature should survive termination shall survive termination.

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IN WITNESS WHEREOF, the parties have executed this Agreement by persons duly authorized as of the Effective Date.

Google Inc.

By: _____
2014.02.18

Milo Medin

Milo Medin - Authorized Signatory

14:04:12

Date: _____
-08'00'

SF Citi

By: *Alex Tourk*

Print Name: ALEX TOURK

Title: MANAGING DIRECTOR

Date: 2/14/14



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Exhibit A

1. Payment of the Gift. Upon receipt of an approved invoice pursuant to Section 2 below, Grantor will pay SF Citi a one-time payment of \$608,000 US for the WiFi Network (the "Payment"). Payment will cover the construction and installation of the WiFi Network and the first 2 years of maintenance (to be performed by the City DOT).

2. Invoice. SF Citi will send the Invoice to:

Accounts Payable
Google Inc.
PO Box 2050
Mountain View, CA 94042
USA

SF Citi may invoice Grantor at any time after the Effective Date of this Agreement. Grantor will pay the invoice within 30 business days following Grantor's receipt of a correct, undisputed invoice.

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Exhibit B

The following describe the minimum requirements required for continued operation of the WiFi Network. The purpose of these standards is to ensure that end users have an excellent experience whenever they use the WiFi Network.

WiFi Network Minimum Technical Requirements

The WiFi Network should be built to the specifications detailed in Exhibit C using the network devices and software listed therein. Any variations from these detailed specifications need to be approved by Grantor.

Grantor reserves the right to independently verify (through inspections or other means) that the standards laid out in this Agreement are being met using a mutually agreed-upon third party designated below or through Grantor's own efforts. SF Citi will make any data reasonably requested by the Grantor available on a timely basis.

Grantor does not own or operate the WiFi Network and any communication about the WiFi Network from SF Citi should not imply otherwise.

Traffic from users of the Network should not be blocked nor should any delay be introduced into the data stream based on content or type of traffic, except where required by established law.

When the network is not in a congested state, a user with a strong RF connection should get a network speed which is no less than the bandwidth specified in Exhibit C.

Connecting to a WiFi network can be difficult for the average user, so SF Citi should make a reasonable effort to educate potential users of the network how to connect and to provide best effort assistance during normal business hours.

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Exhibit C
Service Speed and Specifications

1. Service Speed

The minimum bandwidth speed provided to each Service Area shall be as follows:

-50 Mbps downstream /25 Mbps upstream for Small Sites (with "Small Sites" defined as Service Areas powered by 5 or fewer radios).

-100 Mbps downstream/ 50 Mbps upstream for Large Sites (with "Large Sites" defined as Service Areas powered by 6 or more radios).

2. Specifications

A. The WiFi Network must meet the following specifications:

1. Equipment. The WiFi Network will be installed using the following equipment:

- a. Ubiquity Networks NanoBridgeM wireless bridges (or the equivalent)
- b. Ruckus ZoneFlex 7782 (or the equivalent). Provides end user access and allows one radio to share (mesh) Internet access to other nearby radios
- c. NEMA Boxes at five locations (at sites with no building or fiber)

2. Design. Sites that do not have fiber connection will use a wireless bridge to connect to the Internet via the CCBN. In this case, the City will install Ubiquiti wireless bridges. These bridges will connect the site via a 5.8GHz unlicensed frequency. A separate set of radios will provide Internet access across the parks sites. These radios will broadcast an SSID to end users over 2.4 and 5.8Ghz. The park sites with fiber will also use dual band radios to provide park visitors with Internet access.

Execution Version

Exhibit D
Service Areas

1. ALAMO SQUARE
2. BERNAL HEIGHTS RECREATION CENTER
3. CHINESE RECREATION CENTER
4. CIVIC CENTER PLAZA
5. CORONA HEIGHTS
6. CROCKER AMAZON PLAYGROUND
7. DUBOCE PARK
8. EUREKA VALLEY RECREATION CENTER
9. GENE FRIEND RECREATION CENTER/SOMA
10. GOLDEN GATE PARK - SENIOR CENTER
11. HAMILTON RECREATION CENTER
12. JOSEPH LEE RECREATION CENTER
13. JUSTIN HERMAN/EMBARCADERO PLAZA
14. LAKE MERCED BOAT HOUSE
15. MINNIE & LOVIE WARD RECREATION CENTER
16. MISSION DOLORES PARK
17. MISSION RECREATION CENTER
18. MOSCONE RECREATION CENTER
19. PALEGA RECREATION CENTER
20. PATRICIA'S GREEN
21. PORTSMOUTH SQUARE
22. POTRERO HILL RECREATION CENTER
23. RICHMOND RECREATION CENTER
24. SIGMUND STERN RECREATION GROVE

Execution Version

25. ST MARY'S RECREATION CENTER

26. ST MARY'S SQUARE

27. SUE BIERMAN PARK

28. SUNSET PLAYGROUND

29. TENDERLOIN CHILDREN'S RECREATION CENTER

30. UPPER NOE RECREATION CENTER

31. WASHINGTON SQUARE

Exhibit E

Splash Page

Welcome to the City and County of San Francisco Free Public Wi-Fi

ACCESSING THE CITY AND COUNTY OF SAN FRANCISCO FREE PUBLIC WI-FI FROM YOUR WIRELESS DEVICE

The City and County of San Francisco (City) provides Internet access points at no charge for guests with Wi-Fi enabled devices (Service). Users will be able to access the Service from their devices when they are within range of an access point. Users are expected to use the Service in a legal and responsible manner. By using the Service, the user acknowledges that he/she is subject to, and agrees to abide by all laws, and all state and federal rules and regulations applicable to Internet use.

TERMS AND CONDITIONS OF USE

By using the Service, you acknowledge City's warranty disclaimer below and release City from any liability that may arise from your use of the Service. You acknowledge that: (i) the Service may not be uninterrupted or error-free; (ii) viruses or other harmful applications may travel through the Service; (iii) City does not guarantee the security of the Service and that unauthorized third parties may access your computer or files or otherwise monitor your connection; (iv) City could not provide the Service without charge without the limited warranty, disclaimer and limitation of liability specified herein, and it would require a substantial charge if any of these provisions were unenforceable; (v) you will refrain from using the Service to view obscene, offensive, harmful, or illegal materials prohibited by law; and (vi) your use of the Service is subject to City's Privacy Policy set forth below.

DISCLAIMER OF WARRANTIES

THE SERVICE AND ANY PRODUCTS OR SERVICES PROVIDED ON OR IN CONNECTION WITH THE SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND. ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES, AND GUARANTEES WITH RESPECT TO THE CONTENT OR SERVICE AND THE OPERATION, CAPACITY, SPEED, FUNCTIONALITY, QUALIFICATIONS, OR CAPABILITIES OF THE SERVICE, GOODS OR RESOURCES PROVIDED HEREUNDER, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, ARE HEREBY OVERRIDDEN, EXCLUDED, AND DISCLAIMED.

PRIVACY POLICY

City does not require a user to log in or provide City with any personal identification information in order to use the Service. Notwithstanding the foregoing, City may record information about usage of Service, such as when and for how long the Service is used and the frequency and size of data transfers. City may also collect information about the geographic locations of the City Wi-Fi nodes through which users connect to the Service. The City will use this information for its own purposes only. City does not store the content of any of online communications or data transfers. City employees cannot access the content of any communications or files sent or received using the Service.

**AMENDMENT NO. 1 TO
WIFI NETWORK GRANT AGREEMENT**

This Amendment No. 1 is entered into between Google Inc. ("**Grantor**"), and San Francisco Citizen's Initiative for Technology and Innovation ("**SF Citi**") effective March 6, 2014 ("**Amendment No. 1 Effective Date**") and amends the Wifi Network Grant Agreement executed by Grantor and SF Citi with an effective date of February 14, 2014 (the "**Agreement**").

This Amendment No. 1 is entered into for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to amend the Agreement in certain respects. To the extent that any provision of this Amendment No. 1 conflicts with any provision of the Agreement, the applicable provision of the Agreement is superseded by this Amendment No. 1, and the provision of this Amendment No. 1 shall govern. Capitalized terms used herein without definition will have the respective meanings ascribed to them in the Agreement.

AGREEMENT

1. **Section 3.5, Splash Page.** In Section 3.5, Splash Page, the words "Exhibit D" are hereby replaced with "Exhibit E".
2. **Exhibit D, Service Locations.** Exhibit D, Service Locations, is hereby deleted and replaced with a new Exhibit D, attached hereto and incorporated by reference.
3. **Miscellaneous.** Except as modified by this Amendment No. 1, the Agreement remains in full force and effect. This Amendment No. 1 may be executed in counterparts, including facsimile or other electronic counterparts.

Signed:

SF CITI

GRANTOR

By:



By:



2014.03.07

Name:

Alex Tourg

Name:

Mbo Medin - Authorized Signatory

11:47:49

Title:

Managing Director

Title:

-08'00'

Date:

3/6/14

Date:



**Exhibit D
Service Areas**

1. ALAMO SQUARE
2. BALBOA PARK
3. BERNAL HEIGHTS RECREATION CENTER
4. BOEDEKKER PARK
5. CHINESE RECREATION CENTER
6. CIVIC CENTER PLAZA
7. CORONA HEIGHTS
8. CROCKER AMAZON PLAYGROUND
9. DUBOCE PARK
10. EUREKA VALLEY RECREATION CENTER
11. GENE FRIEND RECREATION CENTER/SOMA
12. HAMILTON RECREATION CENTER
13. HUNTINGTON PARK
14. JOSEPH LEE RECREATION CENTER
15. JUSTIN HERMAN/EMBARCADERO PLAZA
16. MARGARET S. HAYWARD PARK
17. MARINA GREEN
18. MINNIE & LOVIE WARD RECREATION CENTER
19. MISSION DOLORES PARK
20. MISSION RECREATION CENTER
21. PALEGA RECREATION CENTER
22. PORTSMOUTH SQUARE
23. RICHMOND RECREATION CENTER
24. ST MARY'S RECREATION CENTER
25. ST MARY'S SQUARE



26. SUE BIERMAN PARK
27. SUNSET PLAYGROUND
28. SUNNYSIDE PLAYGROUND
29. TENDERLOIN CHILDREN'S RECREATION CENTER
30. UPPER NOE RECREATION CENTER
31. WASHINGTON SQUARE



Legislative Division – Training Documents

1. Important Documents
 - a. Deadline Schedule (Agenda, Minutes, ads, ect.)(Online Manual)
 - b. Office of the Board of Supervisors Phone numbers
 - c. Committee Meeting Schedule (changes yearly)
 - d. Phone Lists (updates via e-mail as needed)
 - e. Brown Act (available online)
 - f. Sunshine Ordinance (available online)

2. Sample Documents
 - a. Legislation Introduced (available online)
 - b. Committee Agenda (available online)
 - c. Committee Minutes (available online)

3. Other Manuals and Documents
 - a. Important Website list
 - b. Rules of Order (available online at Board of Supervisor Website)
 - c. Assistant Clerk's Manual (On the network V Drive)
 - d. Legislar 5 Manual (Pending)
 - e. BCMCI Manual (binder – Only applies to Rules Committee)
 - f. Legislative Process Handbook (available online at BOS Website)

L5 Training

Lotus Notes Training

Manual does not have the new L5 instructions yet

GIFT AGREEMENT

THIS GIFT AGREEMENT (this "Agreement"), dated for reference purposes only as of February 14, 2014, is made by and between the CITY AND COUNTY OF SAN FRANCISCO ("City"), a municipal corporation, acting by and through its DEPARTMENT OF TECHNOLOGY ("DT"), and SAN FRANCISCO CITIZENS INITIATIVE FOR TECHNOLOGY AND INNOVATION ("SF Citi"), a California non-profit corporation under Section 501(c)(6) of the Internal Revenue Code.

RECITALS

A. SF Citi has offered the City a cash gift ("Gift") to enable the City to install and maintain for two (2) years certain communications facilities at certain parks and open spaces operated by the San Francisco Recreation and Park Department ("RPD") and on certain street light poles operated by the San Francisco Public Utilities Commission ("PUC") in order to provide free, wireless, unsecured access to the Internet service to park visitors in or around those location (the "Wi-Fi Project").

B. SF Citi would receive all of the funding for the Gift from Google Inc., and there is no expectation that SF Citi will incur any expense on its own beyond the Gift.

C. SF Citi and Google have entered into a Grant Agreement dated March __, 2014 (the "Grant Agreement") by which Google agrees to fund the Gift subject to certain conditions.

D. Subject to the approval of the San Francisco Board of Supervisors, DT would receive the Gift and assume responsibility for implementing the Wi-Fi Project.

E. DT and RPD will enter into an interdepartmental memorandum of understanding authorizing DT to install and maintain certain communication facilities in certain parks and open spaces in connection with the Wi-Fi Project.

F. DT and PUC will enter into an interdepartmental memorandum of understanding authorizing DT to install and maintain certain communication facilities on certain PUC street light poles and to use PUC's street lighting circuits to obtain power in connection with the Wi-Fi Project.

ACCORDINGLY, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the Board of Supervisors' authorization, the City and SF Citi hereby agree as follows:

Section 1. Gift to the City. SF Citi shall give a Gift to the City in the amount of six hundred and eight thousand dollars (\$608,000.00), which Gift shall be used to implement the Wi-Fi Project as described in Section 2, below. SF Citi shall remit the total amount of the Gift to the City within ten (10) days of the Effective Date, as that term is defined in Section 15, below.

Section 2. City's Use of the Gift. The City shall use the Gift to implement the Wi-Fi Project as described below:

2.1. Installation of Communications Facilities. After the Effective Date, the City shall install certain communications facilities in the City parks and open spaces identified in Exhibit A attached hereto ("Service Areas"), subject to the funding shortfall provision in Section 9, below.

- 2.2. Maintenance of Communications Facilities. The City shall maintain the communications facilities for a period of at least two years from the Service Activation Date defined in Section 2.3, below, subject to the funding shortfall provision in Section 9, below.
- 2.3. Provision of Internet Service. The City shall install, operate, and maintain a high-speed wireless connection to the Internet that will be free for any user located within the physical boundaries of any of the Service Areas for a period of at least two (2) years from activation of the WiFi Network ("Service Activation Date"), subject to the funding shortfall provision in Section 9 below. The City will notify SF Citi of the Service Activation Date. The term "Service Activation Date" shall have the same meaning as set forth in Section 1.4 of the Grant Agreement.

Section 3. Grant Agreement between SF Citi and Google.

The City acknowledges that the Grant Agreement contains certain conditions and specifies certain obligations that apply to the work to be performed by the City and not by SF Citi. To that end, the Grant Agreement is incorporated into this Agreement as Exhibit B. The City agrees it is obligated to, and will be bound by, the Grant Agreement terms and conditions but only to the extent those terms and conditions relate to the work that the City, and not SF Citi, will perform to install and manage the network that makes up the Wi-Fi Project.

Section 4. City's WiFi Network

The requirements for the City's WiFi Network are set forth in Section 4 and Appendices B and C of the Grant Agreement, which requirements are incorporated herein by this reference.

Section 5. Term.

This Agreement shall have a term of two (2) years from the date of issuance of the Service Activation Date.

Section 6. Conflicts of Interest. Through its execution of this Agreement, SF Citi acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Sections 87100 *et seq.* and Sections 1090 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which would constitute a violation of said provision, and agrees that if SF Citi becomes aware of any such fact during the term of this Agreement SF Citi shall immediately notify the City.

Section 7. Notices. Except as otherwise expressly provided herein, any notices given under this Agreement shall be effective only if in writing and given by delivering the notice in person, by sending it first class mail or certified mail, with a return receipt requested, or overnight courier, return receipt requested, with postage prepaid, addressed as follows:

City: City and County of San Francisco
Department of Technology
One South Van Ness Avenue
San Francisco, California 94102
Attn: Chief Information Officer

and

City and County of San Francisco
Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4682
Attn: Energy/Telecommunications Team

SF Citi: SF.Citi
58 2nd Street, 4th floor
San Francisco, CA 94105
Attn: Nicole Yelich

Notices herein shall be deemed given two (2) days after the date when it shall have been mailed if sent by first class, certified or overnight courier, or upon the date personal delivery is made.

Section 8. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Section 9. Funding Shortfall. The City acknowledges that the Gift is being funded exclusively by a grant from Google Inc. to SF Citi and that SF Citi is not expected to incur any significant expense of its own related to the Gift. If for any reason the costs of installing and/or maintaining the Communications Facilities exceeds the amount of the Gift, or in the event that unforeseen circumstances, including but not limited to any claim or lawsuit filed by a third party, indicate that additional funding may be required for the City to fully perform under this Agreement, the parties will meet and confer to determine if: (a) additional funding is available from a source other than SF Citi; (b) the scope of work should be modified by, for example, eliminating unconstructed Service Areas if there is insufficient funding to construct them or removing constructed Service Areas if there is insufficient funding to maintain them; or (c) other measures are necessary to resolve the funding shortfall. If after reasonable efforts to meet and confer the parties cannot agree as to the resolution of a funding shortfall, the City shall have the sole discretion to determine how to adjust the scope of work to ensure that no additional funding is required. In no event, however, may the City require SF Citi or Google Inc. to provide any additional funding to meet any funding shortfall.

Section 10. Insurance. The City is self-insured. The City shall require any contractors working for the City on the Wi-Fi Project to maintain insurance that meets the requirements of Section 14.10 of the Grant Agreement.

Section 11. Indemnity. The City agrees to defend and hold SF Citi and Google (and their officers, employees, agents and representatives) harmless from and against all third party claims, liabilities, expenses, costs, liens and judgments relating to accidents, injuries, loss or damage of or to any person or property arising from the negligent, intentional, or willful acts or omissions of the City related to the City's construction, operation, and maintenance of the Wi-Fi Project, provided, however, that such indemnity will not apply as to any negligent act or omission solely that of SF Citi or Google, or any of their employees, agents or representatives.

Section 12. Entire Agreement. This Agreement sets forth the entire agreement between the parties, and supersedes all other oral or written provisions. If any provision of this Agreement is held to be unenforceable, this Agreement shall be construed without such provision.

Section 13. Modification. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.


Section 14. Counterparts. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.

Section 15. Board of Supervisors Approval. The City shall submit to the Board of Supervisors ("Board") legislation authorizing City to accept the Gift. Notwithstanding anything herein to the contrary, SF Citi understands and agrees that no officer or employee of the City has authority to commit City to this Agreement unless and until the Board shall have duly approved the acceptance of the Gift in accordance with all applicable laws. The Board may approve or reject the Gift in its sole discretion. Therefore, any obligations of the City hereunder are contingent upon such approval by the Board, and this Agreement shall not be effective unless and until such Board approval is final. In the event the Board authorizes the City to accept the Gift, the effective date of the legislation shall be the effective date of this Agreement (the "Effective Date"). In the event the Board does not approve the acceptance of the Gift, then this Agreement shall terminate and shall be of no force and effect whatsoever.

IN WITNESS WHEREOF, City and SF Citi have executed this Agreement as of the date first referenced above.

**SAN FRANCISCO CITIZENS INITIATIVE FOR
TECHNOLOGY AND INNOVATION**

By:



ALEX TOURK

Its: MANAGING DIRECTOR

CITY AND COUNTY OF SAN FRANCISCO

By: _____
MARC Y. TOUITOU

Its: DIRECTOR/CHIEF INFORMATION OFFICER
DEPARTMENT OF TECHNOLOGY

APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

By:

William K. Sanders
Deputy City Attorney

Exhibit A: Service Areas
Exhibit B: Grant Agreement

EXHIBIT A
SERVICE AREAS

1. ALAMO SQUARE
2. BALBOA PARK
3. BERNAL HEIGHTS RECREATION CENTER
4. BOEDEKKER PARK
5. CHINESE RECREATION CENTER
6. CIVIC CENTER PLAZA
7. CORONA HEIGHTS
8. CROCKER AMAZON PLAYGROUND
9. DUBOCE PARK
10. EUREKA VALLEY RECREATION CENTER
11. GENE FRIEND RECREATION CENTER/SOMA
12. HAMILTON RECREATION CENTER
13. HUNTINGTON PARK
14. JOSEPH LEE RECREATION CENTER
15. JUSTIN HERMAN/EMBARCADERO PLAZA
16. MARGARET S. HAYWARD PARK
17. MARINA GREEN
18. MINNIE & LOVIE WARD RECREATION CENTER
19. MISSION DOLORES PARK
20. MISSION RECREATION CENTER
21. PALEGA RECREATION CENTER
22. PORTSMOUTH SQUARE
23. RICHMOND RECREATION CENTER
24. ST MARY'S RECREATION CENTER
25. ST MARY'S SQUARE
26. SUE BIERMAN PARK
27. SUNSET PLAYGROUND
28. SUNNYSIDE PLAYGROUND
29. TENDERLOIN CHILDREN'S RECREATION CENTER
30. UPPER NOE RECREATION CENTER
31. WASHINGTON SQUARE

EXHIBIT B
GRANT AGREEMENT

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Brian Roberts, Policy Analyst, Dept. of Technology
DATE: December 13, 2013
SUBJECT: Accept and Expend Resolution for Subject Gift
GRANT TITLE: Department of Technology Wi-Fi Project on Recreation and Parks Sites

Attached please find the original* and 2 copies of each of the following:

- Proposed grant resolution; original* signed by Department, Mayor, Controller
- Grant information form, including disability checklist
- Grant budget
- Grant application (not applicable)
- Grant award letter from funding agency (not applicable)
- Ethics Form 126 (if applicable)
- Contracts, Leases/Agreements (if applicable)
- Other: Gift Agreement with SFCiti

Special Timeline Requirements:

Departmental representative to receive a copy of the adopted resolution:

Name: Brian Roberts Phone: 415-581-4061

Interoffice Mail Address: Dept. of Technology, 1 So. Van Ness Ave., 2nd Fl.

Certified copy required Yes

No

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

File Number: _____
(Provided by Clerk of Board of Supervisors)

Grant Resolution Information Form
(Effective July 2011)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: Dept. of Technology Wi-Fi Project at Recreation and Parks Sites

2. Department: Technology

3. Contact Person: Brian Roberts Telephone: 581-4061

4. Grant Approval Status (check one):

Approved by funding agency

Not yet approved

5. Amount of Grant Funding Approved or Applied for: \$608,000

6a. Matching Funds Required: \$0

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

7a. Grant Source Agency: SF Citi

b. Grant Pass-Through Agency (if applicable):

8. Proposed Grant Project Summary: Deploy Wi-Fi Networks in 31 Recreation and Park Department parks and other facilities

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

Start-Date:

End-Date:

10a. Amount budgeted for contractual services:

b. Will contractual services be put out to bid?

c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements?

d. Is this likely to be a one-time or ongoing request for contracting out?

11a. Does the budget include indirect costs?

Yes

No

b1. If yes, how much? \$

b2. How was the amount calculated?

c1. If no, why are indirect costs not included?

Not allowed by granting agency

To maximize use of grant funds on direct services

Other (please explain):

c2. If no indirect costs are included, what would have been the indirect costs?

12. Any other significant grant requirements or comments:

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

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

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

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

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

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

Comments:

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

Carl Johnson
(Name)

Interim Director, Mayor's Office on Disability
(Title)

Date Reviewed: 12/4/13 _____
(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Marc Touitou
(Name)

Chief Information Officer
(Title)

Date Reviewed: _____
(Signature Required)

**City and County of San Francisco
Recreation and Parks Wi-Fi Gift
Budget Summary**

	Description	Total
Labor		
	1.3 FTE 7338 As Needed Electrical Line Worker (or equivalent contracted service)	\$128,000.00
Materials and Supplies		
	Access Points, est. 144	\$288,000.00
	Wireless Bridges, 18 Parks	\$144,000.00
	Networking	\$48,000.00
	Sub Total	\$480,000.00
	TOTAL	\$608,000.00

Wong, Linda (BOS)

From: Roberts of DT, Brian
Sent: Monday, January 06, 2014 10:52 AM
To: Wong, Linda (BOS)
Subject: FW: Request for document - BOS File No. 131216 - Wi-Fi Project
Attachments: Risk Manager Indemnification Approval.pdf; Indemnification SF Citi for WiFi Project Dec 11 2013.pdf

Dear Linda, attached is a copy of the indemnification request by our executive director and the e-mail approval from the risk manager. Should I also drop off a hard copy?

Thanks,
Brian

Brian Roberts
Dept. of Technology
City and County of San Francisco
Ph.: 415-581-4061

(Note that your first e-mail was routed to Brian M Roberts of the PUC, I think I'm identified in the directory as "of DT")

From: Roberts, Brian M [mailto:broberts@sfgov.org]
Sent: Monday, January 06, 2014 7:04 AM
To: Roberts of DT, Brian
Subject: FW: Request for document - BOS File No. 131216 - Wi-Fi Project

From: Wong, Linda (BOS) [mailto:linda.wong@sfgov.org]
Sent: Friday, January 03, 2014 4:40 PM
To: Roberts, Brian M
Subject: Request for document - BOS File No. 131216 - Wi-Fi Project

Hi Brian,

Page 2, line 19 of the proposed Resolution regarding the above mentioned file states that the Risk Manager has approved requirements for this project.

Please provide a copy of the document from the Risk Manager's Office approving this Wi-Fi project.

Thank you in advance.

Sincerely,

Linda Wong

Roberts of DT, Brian

From: Hansen, Matt
Sent: Friday, December 13, 2013 11:50 AM
To: Gines, Jolie
Cc: Sanders, William; Gary, Kendall; Roberts of DT, Brian; Fitzgerald, Elizabeth
Subject: RE: Indemnification for Agreement with SF Citi for Wi-Fi Project

Thank you. Risk Management will support the policy recommendation as outlined.

Best,
Matt

~~~~~  
Matt Hansen, Director  
Risk Management Division  
City & County of San Francisco  
25 Van Ness Ave., Suite 750  
San Francisco, CA 94102

415-554-2302 - Direct  
415-554-2300 - Main Office  
415-554-2357 - Fax

[Matt.hansen@sfgov.org](mailto:Matt.hansen@sfgov.org)

---

**From:** Gines, Jolie  
**Sent:** Wednesday, December 11, 2013 1:56 PM  
**To:** Hansen, Matt  
**Cc:** Sanders, William; Gary, Kendall; Roberts of DT, Brian  
**Subject:** Indemnification for Agreement with SF Citi for Wi-Fi Project

Hi Matt,

I hope all is well. Can you please review the request for indemnification provision for the agreement with SF Citi for the Wi-Fi Project and approve if acceptable? I have also attached the draft agreement for your review.

I will bring the original document for your file.

*Thank You!*  
*Jolie*

Jolie Gines  
City and County of San Francisco  
Department of Technology  
Contract Administration  
One South Van Ness Ave., 2nd Floor  
San Francisco, CA 94103

415 581 3974




City & County of San Francisco  
**Department of  
Technology**  
*Powered by Innovation*

One South Van Ness Avenue, 2nd Floor  
San Francisco, CA 94103-0948  
Office: 415-581-4001 • Fax: 415-581-4002

**Date:** December 11, 2013

**To:** Matt Hansen  
Risk Manager

**From:** Marc Tuitou   
CIO, Executive Director

**Subject:** Indemnification for Agreement with SF Citi for Wi-Fi Project

### MEMORANDUM

With the approval of the Board of Supervisors, the Department of Technology (“DT”) will enter into an agreement with San Francisco Citizens Initiative for Technology and Innovation (“SF Citi”) to accept a cash gift to enable DT to install and maintain for two years certain communications facilities at certain parks and open spaces operated by the San Francisco Recreation and Park Department and on certain street light poles operated by the San Francisco Public Utilities Commission (“Gift Agreement”). DT will use these facilities to provide free, wireless, unsecured access to the Internet service to park visitors (the “Wi-Fi Project”). All of the funds for the gift will be provided by Google Inc.

SF Citi and Google have requested that the Gift Agreement contain the following indemnification provision:

The City agrees to defend and hold SF Citi and Google (and their officers, employees, agents and representatives) harmless from and against all third party claims, liabilities, expenses, costs, liens and judgments relating to accidents, injuries, loss or damage of or to any person or property arising from the negligent, intentional, or willful acts or omissions of the City related to the City’s construction, operation, and maintenance of the Wi-Fi Project, provided, however, that such indemnity will not apply as to any negligent act or omission solely that of SF Citi or Google, or any of their employees, agents or representatives.

The indemnity provision is appropriate and necessary for the following reasons: (i) including such a provision in a gift agreement falls within normal business practices and represents a prudent decision in light of all the circumstances; (ii) the cost of the indemnity is reflected in the fact that the City is receiving a gift; and (iii) the indemnity is necessary in order for the City to carry out a public purpose.

In light of the factors outlined above, DT requests that the Risk Manager approve the indemnity provision.



## Wong, Linda (BOS)

---

**From:** Turrell, Nannie  
**Sent:** Wednesday, January 08, 2014 4:30 PM  
**To:** Wong, Linda (BOS)  
**Subject:** BOS File No. 131216  
**Attachments:** BOS File No. 131216.pdf

**Nannie R. Turrell**  
**Senior Environmental Planner**

Planning Department, City and County of San Francisco  
1650 Mission Street, Suite 400, San Francisco, CA 94103

**Direct:** 415-575-9047 **Fax:** 415-558-6409

**Email:** [nannie.turrell@sfgov.org](mailto:nannie.turrell@sfgov.org)

**Web:** [www.sfplanning.org](http://www.sfplanning.org)



**Planning Information Center (PIC):** 415-558-6377 or [pic@sfgov.org](mailto:pic@sfgov.org)

**Property Information Map (PIM):** <http://propertymap.sfplanning.org>

BOARD of SUPERVISORS



City Hall  
Dr. Carlton B. Goodlett Place, Room 244  
San Francisco 94102-4689  
Tel. No. 554-5184  
Fax No. 554-5163  
TDD/TTY No. 554-5227

# MEMORANDUM

TO: Planning Department  
Environmental Review Officer

FROM: Angela Calvillo, Clerk of the Board

DATE: January 3, 2014

SUBJECT: REFERRAL FROM BOARD OF SUPERVISORS  
Budget and Finance Committee

The Board of Supervisors Budget and Finance Committee has received the following, which is being referred to the Planning Department for determination as to whether the proposed legislation will impact the environment.

**Please provide your findings within 10 days from the date of referral.**

**File: 131216**

Resolution authorizing the Department of Technology to accept and expend a gift of \$608,000 in cash from San Francisco Citizens Initiative for Technology and Innovation in order to provide free, wireless Internet access to the public in certain parks and recreational facilities in San Francisco; and making environmental findings.

Please return this cover sheet with the Commission's response to **Linda Wong, Clerk, Budget and Finance Committee.**

C: Nannie Turrell, Major Environmental Analysis  
Monica Pereira, Environmental Analysis  
Joy Navarrete, Environmental Analysis

\*\*\*\*\*  
RESPONSE FROM PLANNING DEPARTMENT - Date: 1/8/2014

No Comment  
 Recommendation Attached

*Nannie Turrell*  
\_\_\_\_\_  
Nannie Turrell, Environmental Review Officer  
*Sarah B. Jones*



**SAN FRANCISCO  
PLANNING DEPARTMENT**

**Certificate of Determination  
Exemption from Environmental Review**

1650 Mission St.  
Suite 400  
San Francisco,  
CA 94103-2479

Reception:  
**415.558.6378**

Fax:  
**415.558.6409**

Planning  
Information:  
**415.558.6377**

**Case No.:** 2013.1175E  
**Project Title:** Free Wi-Fi Service in 31 City Parks and Recreation Centers  
**Zoning:** RC-4 Residential-Commercial Districts, High Density (Tenderloin Recreation Center);  
P- Public (All others)  
**Project Sponsor:** Taylor Emerson, San Francisco Recreation and Parks Department,  
(415) 215-2647, [Taylor.Emerson@sfgov.org](mailto:Taylor.Emerson@sfgov.org)  
**Staff Contact:** Heidi Kline – (415) 575-9043, [Heidi.Kline@sfgov.org](mailto:Heidi.Kline@sfgov.org)

**PROJECT DESCRIPTION:**

The proposed project includes the installation of a wireless Internet transmission system (Wi-Fi) in 31 City parks and recreation centers that would provide free public Wi-Fi service in those areas. The equipment for the Wi-Fi system would be installed at City-owned buildings and on non-historic light poles in and adjacent to the parks and recreation facilities. (continued on next page)

**EXEMPT STATUS:**

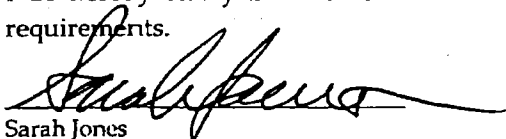
Categorical Exemption, Class 3 (California Environmental Quality Act (CEQA) Guidelines Section 15303(d).

**REMARKS:**

See next page.

**DETERMINATION:**

I do hereby certify that the above determination has been made pursuant to State and local requirements.

  
Sarah Jones  
Environmental Review Officer

November 21, 2013  
Date

CC: Supervisor Mark Farrell, District 2  
Virna Byrd, MDF

Taylor Emerson, RPD  
Historic Preservation List



**PROJECT DESCRIPTION (continued):**

The project is a public program being coordinated by the Department of Technology (DT) and the Recreation and Parks Department (RPD) and funded by Google. The WiFi network would be installed and maintained by DT and the technology consortium San Francisco Citizens Initiative for Technology and Innovation (sf.citi).

In order to provide the free WiFi service, wireless transmission components would need to be installed at each of the 31 park and recreation center locations. These components are comprised of wireless routers, bridges, and NEMA boxes<sup>1</sup> attached to non-historic light poles to serve exterior areas in the parks and recreation centers, along with routers inside recreation center buildings to provide Wi-Fi service inside the buildings. At sites without existing Internet access, fiber optic cable and power would be supplied from existing traffic controller boxes. In cases where fiber is not available at the site or at a proximate traffic controller box, an approximately wireless bridge on a 3-foot-high freestanding tripod would be placed on the roof in a non-visible location behind the parapet. The Wi-Fi equipment ranges in size with the largest piece of equipment being an 18" by 16" by 8" wireless bridge.

Equipment will not be attached to the façades or parapets of known or potential historic buildings, nor be located on a roof in such a manner as to be visible from adjacent property or public rights-of-way. Neither will equipment be attached to lights poles designated as known or potential historic resources.

The proposed Wi-Fi service would be provided at the following park and recreation center locations:

---

<sup>1</sup> A NEMA box is a weatherproof enclosure for electronic devices and electrical connections.

| <i>Block/ Lot</i> | <i>Name of Park/Recreation Center</i> | <i>Block/ Lot</i> | <i>Name of Park/Recreation Center</i>   |
|-------------------|---------------------------------------|-------------------|-----------------------------------------|
| 0799/001          | Alamo Square                          | 0759/001          | Margaret S. Hayward Playground          |
| 3179/011          | Balboa Park                           | 0900/003          | Marina Green                            |
| 5707/027          | Bernal Heights Recreation Center      | 7068/001          | Minnie and Lovie Ward Recreation Center |
| 0332/209          | Boeddeker Park                        | 3586/001          | Mission Dolores Park                    |
| 0213/001          | Chinese Recreation Center             | 3612/003          | Mission Recreation Center               |
| 0788/001          | Civic Center Plaza                    | 5930/001          | Palega Recreation Center                |
| 2615/002          | Corona Heights/ Randall Museum        | 0209/017          | Portsmouth Square                       |
| 6284A/001         | Crocker Amazon Playground             | 1415/004          | Richmond Recreation Center              |
| 0876/001          | Duboce Park                           | 5801/002          | St. Mary's Recreation Center            |
| 2694/002          | Eureka Valley Recreation Center       | 0258/003          | St. Mary's Square                       |
| 3731/010          | Gene Friend Recreation Center         | 0202/020          | Sue Bierman Park                        |
| 0703/002          | Hamilton Recreation Center            | 3064/051          | Sunnyside Playground                    |
| 0245/002          | Huntington Park                       | 1915/001          | Sunset Playground                       |
| 5310/001          | Joseph Lee Recreation Center          | 0322/006          | Tenderloin Children's Recreation Center |
| 0233/035          | Justin Herman Plaza                   | 6638/007          | Upper Noe Recreation Center             |
|                   |                                       | 0102/001          | Washington Square                       |

**APPROVAL ACTION:**

The project is subject to review and approval by the San Francisco Recreation and Parks Commission.

**REMARKS:**

**Historic Resource.** An historic resource evaluation response (HRER)<sup>2</sup> was completed by Preservation Planning staff that identified which parks and recreation centers were determined to be historic resources, or within an historic district, for purposes of CEQA and then, evaluated whether the proposed project would have a significant impact on those historic resources. The following parks and recreation centers were evaluated as historic resources for purposes of determining whether the proposed project would have a significant adverse impact:

Category A Properties:

The following park properties have been previously evaluated and found to be eligible for listing in the California Register of Historic Places. These landscapes and buildings are considered "Category A" properties (Known Historical Resources) for the purposes of the Planning Department's California Environmental Quality Act (CEQA) review procedures.

- Alamo Square (Article 10 Designation)

<sup>2</sup>Caltagirone, Shelley, *Historic Resource Evaluation Response*, November 14, 2013. Available for review as part of Case File No. 2013.1175E at the San Francisco Planning Department, 1650 Mission Street, Suite 400.

- Civic Center Plaza (Article 10 Designation)
- Duboce Park/Harvey Milk Arts Center (Article 10 Designation)
- Mission Dolores Park (HRER Case No. 2011.1355E)
- Palega Recreation Center (HRER Case No. 2010.0828E)
- Washington Square (Article 10 Designation)

Category B Properties:

The following park properties are not included in any historic resource surveys or listed in any local, state or national registries. These landscapes and buildings are considered a "Category B" property (Properties Requiring Further Consultation and Review) for the purposes of the Planning Department's California Environmental Quality Act (CEQA) review procedures due to their age (constructed prior to 1963) or their listing in informational surveys. Because the original construction dates for some public parks were not readily available or verifiable, the Department has assumed that they are over 50 years in age and reviewed those as "Category B" properties as well.

- Balboa Park (constructed 1960)
- Bernal Heights Recreation Center (constructed 1955)
- Corona Heights/Randall Museum (constructed 1951)
- Crocker Amazon Playground (constructed 1957)
- Huntington Park (constructed 1915)
- Marina Green (constructed 1915?)
- Portsmouth Square (constructed 1840s)
- Saint Mary's Recreation Center (constructed 1957)
- Saint Mary's Square (construction date unknown)
- Sunnyside Playground (construction date unknown)
- Sunset Playground (constructed 1950)

All other parks and recreation centers were either affirmatively determined not to be historical resources due to their age (less than 50 years of age) or are properties for which the City has no information indicating that the property qualifies as an historical resource.

Detailed review of the proposed project determined that installation and use of project components would meet the Secretary of the Interior Standards for Rehabilitation 9 and 10 and, therefore, would not cause a significant adverse impact to any historic resources. Those standards are as follows:

*#9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.*

*10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.*

Within the known historic districts, no equipment would be attached to character-defining features and the placement of the equipment would not impair the district's ability to convey its significance. The scale of the equipment is so small relative to the size of the parks and plazas, that there would be minimal visual impact to the character or setting of the places. The equipment is also removable and would not cause any permanent change to the landscapes or buildings. Furthermore, no equipment is proposed to be installed on any identified individual historic buildings. Only two buildings over the age of 50 are proposed to have equipment installed at the exterior – the Randall Museum and Saint Mary's Recreation Center. In both instances, the equipment would be installed on the roof and placed so that it would be minimally visible from the ground. Lastly, the proposed equipment would be able to be removed in the future without impairing the essential form and integrity of the existing or potential historic resources and would be completed in a manner that would allow it to be completely removed without affecting the essential form or integrity of the resource.

For these reasons, the proposed equipment installation would not directly or indirectly affect known or potential historic resources in a manner that is considered a significant impact.

**Exemption Class.** Under CEQA State Guidelines Section 15303(d), or Class 3, small, new equipment and facilities in small structures are exempt from environmental review provided that the project is not located in an environmentally sensitive area; will not have a cumulative effect on the environment; is not on a hazardous waste site; will not cause substantial change in the significance of a historical resource; and will not result in damage to a scenic highway. The proposed project would include the installation of small wireless equipment in existing parks and recreation centers to enable public wireless communications. Therefore, the proposed project would be exempt from environmental review under Class 3.

**Summary.** CEQA State Guidelines Section 15300.2 states that a categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances. There are no unusual circumstances surrounding the current proposal that would suggest a reasonable possibility of a significant effect. As described above, the proposed project would not have significant historical resource impacts. The proposed project would have no significant environmental effects. The project would be exempt under the above-cited classification. For the above reasons, the proposed project is appropriately exempt from environmental review.





# SAN FRANCISCO PLANNING DEPARTMENT

MEMO

## Historic Resource Evaluation Response

*Environmental Planner:* Heidi Kline  
(415) 575-9043  
[heidi.kline@sfgov.org](mailto:heidi.kline@sfgov.org)

*Preservation Planner:* Shelley Caltagirone  
(415) 558-6625  
[shelley.caltagirone@sfgov.org](mailto:shelley.caltagirone@sfgov.org)

*Project Address:* Public Parks Wi-Fi Installation (31 Locations)  
*Block/Lot:* Various Blocks and Lots  
*Case No.:* 2013.1175E

*Date of Review:* November 14, 2013

### PART I: HISTORIC RESOURCE EVALUATION

#### Building and Property Description

The Wi-Fi Installation Project involves installations in 31 public parks throughout the City and County of San Francisco. These public parks are:

1. Alamo Square
2. Balboa Park
3. Bernal Heights Recreation Center
4. Boeddeker Park
5. Chinese Recreation Center
6. Civic Center Plaza
7. Corona Heights/Randall Museum
8. Crocker Amazon Playground
9. Duboce Park/Harvey Milk Arts Center
10. Eureka Valley Recreation Center
11. Gene Friend Recreation Center/SOMA
12. Hamilton Recreation Center
13. Huntington Park
14. Joseph Lee Recreation Center
15. Justin Herman Plaza
16. Margaret S. Hayward Playground
17. Marina Green
18. Minnie & Lovie Ward Recreation Center
19. Mission Dolores Park
20. Mission Recreation Center
21. Palega Recreation Center
22. Portsmouth Square

23. Richmond Recreation Center
24. Saint Mary's Recreation Center
25. Saint Mary's Square
26. Sue Bierman Park
27. Sunnyside Playground
28. Sunset Playground
29. Tenderloin Children's Recreation Center
30. Upper Noe Recreation Center
31. Washington Square

### Pre-Existing Historic Rating / Survey

#### *Category A Properties:*

The following park properties have been previously evaluated and found to be eligible for listing in the California Register of Historic Places. These landscapes and buildings are considered "Category A" properties (Known Historical Resources) for the purposes of the Planning Department's California Environmental Quality Act (CEQA) review procedures.

- Alamo Square (Article 10 Designation)
- Civic Center Plaza (Article 10 Designation)
- Duboce Park/Harvey Milk Arts Center (Article 10 Designation)
- Mission Dolores Park (HRER Case No. 2011.1355E)
- Palega Recreation Center (HRER Case No. 2010.0828E)
- Washington Square (Article 10 Designation)

#### *Category B Properties:*

The following park properties are not included in any historic resource surveys or listed in any local, state or national registries. These landscapes and buildings are considered a "Category B" property (Properties Requiring Further Consultation and Review) for the purposes of the Planning Department's California Environmental Quality Act (CEQA) review procedures due to their age (constructed prior to 1963) or their listing in informational surveys. Because the original construction dates for some public parks were not readily available or verifiable, the Department has assumed that they are over 50 years in age and reviewed those as "Category B" properties as well.

- Balboa Park (constructed 1960)
- Bernal Heights Recreation Center (constructed 1955)
- Corona Heights/Randall Museum (constructed 1951)
- Crocker Amazon Playground (constructed 1957)
- Huntington Park (constructed 1915)
- Marina Green (constructed 1915?)
- Portsmouth Square (constructed 1840s)
- Saint Mary's Recreation Center (constructed 1957)
- Saint Mary's Square (construction date unknown)
- Sunnyside Playground (construction date unknown)
- Sunset Playground (constructed 1950)

**Category C Properties:**

The following four (4) properties have either been affirmatively determined not to be historical resources due to their age (less than 50 years of age) or are properties for which the City has no information indicating that the property qualifies as an historical resource.

- Boeddeker Park (constructed 1978-1985)
- Chinese Recreation Center (constructed 2012)
- Eureka Valley Recreation Center (constructed 2006)
- Gene Friend Recreation Center/SOMA (constructed 1989)
- Hamilton Recreation Center (constructed 2010)
- Joseph Lee Recreation Center (constructed 2008)
- Justin Herman Plaza (constructed 1972)
- Margaret S. Hayward Playground (HRER Case No. 2011.1359E)
- Minnie & Lovie Ward Recreation Center (constructed 2006)
- Mission Recreation Center (constructed 2000)
- Richmond Recreation Center (constructed 2000)
- Sue Bierman Park (constructed 2001)
- Tenderloin Children's Recreation Center (constructed 1995)
- Upper Noe Recreation Center (constructed 2007)

**CEQA Historical Resource(s) Evaluation**

**Step A: Significance**

*Under CEQA section 21084.1, a property qualifies as a historic resource if it is "listed in, or determined to be eligible for listing in, the California Register of Historical Resources." The fact that a resource is not listed in, or determined to be eligible for listing in, the California Register of Historical Resources or not included in a local register of historical resources, shall not preclude a lead agency from determining whether the resource may qualify as a historical resource under CEQA.*

The proposed project would affect several public parks that are located within historic districts listed on local, state or federal historic resource registries, including:

- Alamo Square Historic District
- Civic Center Historic District
- Duboce Park Historic District

Based on the submitted locations maps, it is possible that new equipment will be located in undocumented, potential historic districts. It is also possible that new equipment will be located in close proximity to buildings and sites that have been individually designated as local, state, or national landmarks or that have not yet been documented, but may be individually eligible for listing in local, state, or national registers.

**CEQA Historic Resource Determination**

Historical Resource Present



**PART II: PROJECT EVALUATION**

Proposed Project                       Demolition                       Alteration

**Project Description**

The proposed project is to provide free wireless internet access, Wi-Fi, to 31 public parks and plazas across the City. The project requires installation of Wi-Fi equipment on light poles, inside existing traffic controller boxes, and on rooftops out of public view. The equipment, which is removable, includes access points, wireless bridges, and NEMA boxes in various configurations. At sites with no buildings, whenever possible, internet fiber and power will be pulled through an existing traffic controller box. This method will minimize alteration of the environment. If not available, then a NEMA box will be connected to a light pole to be connected to fiber via minor trenching of existing, previously disturbed hardscape. Equipment will not be attached to the façades or parapets of known or potential historic buildings, nor be located on a roof in such a manner as to be visible from adjacent property or public rights-of-way. Neither will equipment be attached to lights poles designated as known or potential historic resources. The Wi-Fi equipment ranges in size, but the largest equipment would be 18" x16" x 8".

**Project Evaluation**

*If the property has been determined to be a historical resource in Part I, please check whether the proposed project would materially impair the resource and identify any modifications to the proposed project that may reduce or avoid impacts.*

**Subject Property/Historic Resource:**

- The project will not cause a significant adverse impact to the historic resource as proposed.
- The project will cause a significant adverse impact to the historic resource as proposed.

**California Register-eligible Historic District or Context:**

- The project will not cause a significant adverse impact to a California Register-eligible historic district or context as proposed.
- The project will cause a significant adverse impact to a California Register-eligible historic district or context as proposed.

The Department finds that the project meets the Secretary of the Interior Standards and, therefore, will not cause a significant adverse impact to any historic resources. Based on information submitted by the project sponsor, it appears that the installation of the Wi-Fi equipment will conform to Standards 9 and 10 specifically. Within the known historic districts, no equipment will be attached to character-defining features and the placement of the equipment will not impair the district's ability to convey its significance. The scale of the equipment is so small relative to the size of the parks and plazas, that there will be minimal visual impact to the character or setting of the places. The equipment is also removable and will cause no permanent change to the landscapes or buildings. Furthermore, no equipment is proposed to be installed on any identified individual historic buildings. Only two buildings over the age of 50 are proposed to have equipment installed at the exterior – the Randall Museum and Saint Mary's

Recreation Center. In both instances, the equipment will be installed at the roof and will be placed so that it is minimally visible from the ground. Lastly, the proposed equipment may be removed in the future without impairing the essential form and integrity of the existing or potential historic resources. The proposed project calls for the installation of equipment in a manner that will allow it to be completely removed without affecting the essential form or integrity of the resource.

For these reasons, it does not appear that the proposed equipment installation will impact either directly or indirectly known or potential historic resources in a manner that is considered a significant impact.

## PART II: SENIOR PRESERVATION PLANNER REVIEW

Signature: *Tina Tam*  
Tina Tam, Senior Preservation Planner

Date: 11.20.2013

cc: Virnaliza Byrd, Environmental Division/ Historic Resource Impact Review File

**Caldeira, Rick (BOS)**

---

**From:** Jon Givner [Jon.Givner@sfgov.org]  
**Sent:** Thursday, March 13, 2014 12:01 PM  
**To:** Calvillo, Angela (BOS)  
**Cc:** Caldeira, Rick (BOS); Wong, Linda (BOS)  
**Subject:** Files 131216, 131217, 131209, and 140099

The sponsors of items 131216, 131217, 131209, and 140099 all submitted Form SFEC-126s with the proposed legislation. I have informed the sponsors that Campaign and Governmental Conduct Code section 1.126 does not apply to any of these items because the Board is not approving any contracts covered by that code section. Therefore, to avoid any confusion, I recommend that the Clerk's Office withdraw the forms from the file and not submit the completed forms to the Ethics Commission after the Board approves the resolutions. I have advised the affected departments to submit letters to your office to include in the files for these items, but I understand that you may not receive those letters before publication of the agenda for Tuesday's meeting. In the meantime, feel free to include this email in the file.

Jon Givner, Deputy City Attorney  
Office of San Francisco City Attorney Dennis J. Herrera  
1 Dr. Carlton B. Goodlett Place, Suite 234  
San Francisco, CA 94102  
phone: (415) 554-4694  
fax: (415) 554-4745

Print Form

# Introduction Form

By a Member of the Board of Supervisors or the Mayor

Time stamp  
or meeting date

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee.  
An ordinance, resolution, motion, or charter amendment.
- 2. Request for next printed agenda without reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning "Supervisor [ ] inquires"
- 5. City Attorney request.
- 6. Call File No. [ ] from Committee.
- 7. Budget Analyst request (attach written motion).
- 8. Substitute Legislation File No. [ ]
- 9. Request for Closed Session (attach written motion).
- 10. Board to Sit as A Committee of the Whole.
- 11. Question(s) submitted for Mayoral Appearance before the BOS on [ ]

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

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

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

**Sponsor(s):**

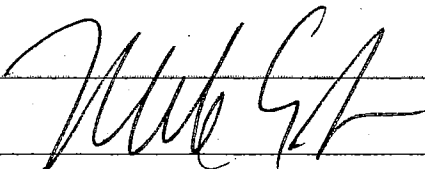
Supervisor Mark Farrell

**Subject:**

[Accept and Expend Gift – Department of Technology – \$608,000 Park Wi-Fi Project]

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

See attached.

Signature of Sponsoring Supervisor: 

For Clerk's Use Only:



City & County of San Francisco

**Department of  
Technology**

*Powered by Innovation*

One South Van Ness Avenue, 2nd Floor  
San Francisco, CA 94103-0948  
Office: 415-581-4001 • Fax: 415-581-4002

March 13, 2014

Linda Wong  
Clerk of the Board of Supervisors  
Budget and Finance Committee  
City Hall, Room 244  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

**Subject: Wi-Fi Gift Acceptance Resolutions: File 131216, File 131217 & File 131209**

Dear Ms. Wong,

The Department submitted completed Form SFEC-126s with the proposed legislation. The City Attorney's Office has concluded that Campaign and Governmental Conduct Code section 1.126 does not apply to these items because the Board is not approving contracts covered by that code section. Therefore, on the advice of the City Attorney's Office, we ask to withdraw the forms and we recommend that the Clerk's Office not submit the completed forms to the Ethics Commission after the Board approves the resolutions.

Sincerely,

Marc Touitou  
CIO of San Francisco (City & County)  
Director of the Department of Technology



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