

File No. 171070

Committee Item No. 1

Board Item No. 14

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date November 2, 2017

Board of Supervisors Meeting

Date November 14, 2017

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Introduction Form |
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| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
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Completed by: Linda Wong Date October 27, 2017

Completed by: Linda Wong Date November 6, 2017

AMENDED IN COMMITTEE

10/26/17

FILE NO. 171070

RESOLUTION NO.

1 [Accept and Expend Gift - Comfort Women Justice Coalition - Gift of Artwork and Funds for
2 the Maintenance of the Artwork Entitled "*Comfort Women's*" *Column of Strength* - Total Gift
3 Value of \$398,000]

4 **Resolution retroactively authorizing the San Francisco Arts Commission to accept a**
5 **gift of art, entitled *The "Comfort Women's" Column of Strength*, valued at \$190,000 and**
6 **accept and expend a donation from the "Comfort Women" Justice Coalition of \$208,000**
7 **for the purpose of maintaining the artwork, entitled the "*Comfort Women's*" *Column of***
8 ***Strength*, for a period not less than 20 years.**

9
10 WHEREAS, On September 22, 2015, the Board of Supervisors, passed a resolution
11 urging the City and County of San Francisco to establish a memorial for "Comfort Women"
12 and to educate the community about stopping global human trafficking of women and girls, a
13 copy of which is on file with the Clerk of the Board of Supervisors in File No. 150764,
14 Resolution No. 354-15, which is hereby declared to be a part of this resolution as if set forth
15 fully herein; and

16 WHEREAS, The "Comfort Women" Justice Coalition, a not for profit organization,
17 (Donor) commissioned the "*Comfort Women's*" *Column of Strength* by Steven Whyte ("Artist");
18 and

19 WHEREAS, *The "Comfort Women's" Column of Strength* was subsequently installed at
20 St. Mary's Square Extension (Site) pursuant to the approval of the San Francisco Arts
21 Commission, the City agency responsible for approving the placement of artwork on city
22 property under authority of Charter Section 5.101 and 5.103; and

23 WHEREAS, The San Francisco Arts Commission also previously approved the Artist's
24 design and the text on the identification plaque pursuant to Resolution Nos. 0109-17-012 and
25 0206-17-025, respectively, and agreed to accept the Artwork as a gift on behalf of the City

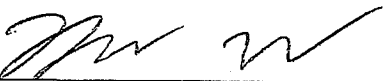
1 upon the terms and conditions set forth in an agreement between the Arts Commission and
2 the Donor dated August 3, 2017; and

3 WHEREAS, St. Mary's Square Extension is currently the property of the City and
4 County of San Francisco; and

5 WHEREAS, The Donor has raised \$208,000, an amount estimated by a qualified art
6 conservator in conjunction with the San Francisco Arts Commission as being adequate to
7 maintain the artwork (Maintenance Endowment) for a period of no less than 20 years; and

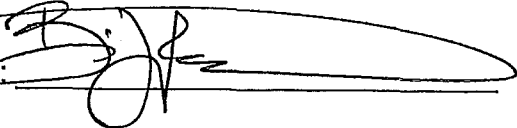
8 WHEREAS, The Arts Commission has entered into an agreement with the Artist
9 regarding their mutual rights and responsibilities related to the Artwork; now therefore, be it

10 RESOLVED, The Board of Supervisors authorizes the Arts Commission to accept the
11 Artwork and accept and expend the gift of the Maintenance Endowment to conserve and
12 maintain the Artwork located at the Site.

13
14
15 Approved: 

16 Mayor Edwin Lee

17 for

18 Approved: 

19 Controller

CITY AND COUNTY OF SAN FRANCISCO
GIFT AGREEMENT
BY AND BETWEEN
THE SAN FRANCISCO ARTS COMMISSION

AND

"COMFORT WOMEN" JUSTICE COALITION

FOR THE GIFT OF
WOMEN'S COLUMN OF STRENGTH, AN ARTWORK BY STEVEN WHYTE
AND ASSOCIATED COSTS

GIFT AGREEMENT

THIS GIFT AGREEMENT, dated as of 8TH day of August, 2017, for reference purposes only is made in the City and County of San Francisco, State of California, by and between the "COMFORT WOMEN" JUSTICE COALITION, a not for profit organization, hereinafter referred to as "Donor" and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Arts Commission (the "Commission"), for the purposes and on the terms and conditions set forth below.

Recitals

- A. WHEREAS, Donor has written to the Arts Commission a letter of intent to donate *Women's Column of Strength* ("Artwork" or "Memorial") to the City as memorial to the so-called "Comfort Women", who were forced into sexual slavery during World War II, and
- B. WHEREAS, on Sept. 22, 2015 the Board of Supervisors, passed a resolution urging the City and County of San Francisco to establish a memorial for "Comfort Women" and to educate the community about stopping global and human trafficking of women and girls and
- C. WHEREAS Mayor Edwin Lee approved the St. Mary's Square extension site for placement of the memorial and
- D. WHEREAS, the Donor has raised the funds to commission the Memorial with the intent to gift it to the city along with a maintenance endowment in the amount determined by the Arts Commission to maintain the Memorial for an estimated 20 years, and
- E. WHEREAS the 500 Pine St. Company, LLC (Developer) has approved the installation of the Artwork on the improved open space, known as St. Mary's Square Extension (Site), which is adjacent to their development on 500 Pine St., and whereas 500 Pine St. Co., under a separate agreement with the City, has agreed to transfer St. Mary's Square Extension to the San Francisco Recreation and Parks Dept. (Client) whereupon it will become City property and
- F. WHEREAS the Arts Commission, the City agency responsible for approving the placement of artwork on city property under authority of Charter Section 5.101 and 5.103, has agreed to accept the Artwork as a gift on behalf of the City upon the terms and conditions set forth herein, and

G. Whereas Donor conducted an international design competition and selected the Proposal by Steven Whyte (Artist) and commissioned Artist to create and fabricate the Artwork and has consulted with the Arts Commission regarding the Artwork's design;

H. And Whereas the Commission has approved the Artist's design and the text of the Artwork identification plaque under Resolution Nos. 0109-17-012 and 0206-17-025, respectively, and

I. WHEREAS the parties enter into this Agreement for the purpose of the gift and associated costs of the Artwork:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

AGREEMENT

1. Recitals

The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Definitions

Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement or the Contract Documents, it shall have the meaning set forth below:

- a. "ADA" shall mean the Americans with Disabilities Act (including all rules and regulations thereunder), Title 24 (California Building Code) and all other applicable federal, state and local disabled access legislation, as the same may be amended, modified or supplemented from time to time.
- b. "Agreement" shall mean this agreement, including all addenda, appendices and modifications, whether created now or in the future.
- c. "Artist" shall mean Steven Whyte, the creative designer of the Artwork.
- d. "Artwork" or "Memorial" shall mean *Women's Column of Strength* created by Steven Whyte proposed as a gift to the City under this Agreement. For the purposes of this Agreement, the terms "Artwork" and "Memorial" are used interchangeably.
- e. "City" shall mean City and County of San Francisco, a municipal corporation.
- f. "Client" shall mean the San Francisco Recreation and Park Department, a city agency, where the Artwork is located.
- g. "Commission" shall mean the San Francisco Arts Commission, a city agency.
- h. "Commission Costs" shall mean the Maintenance Endowment and other costs incurred by the Commission for work performed on behalf of the Gift by any of the Commission's contractors, vendors or other direct costs to the Commission related to the Gift, and Commission's direct and indirect administrative costs associated with the costs of administration and coordination of the Gift and supervision of Commission contractors involved in any work associated with the Gift including the creation, delivery, installation and maintenance of the Artwork. Commission Costs shall also include staff time and agency overhead required to coordinate all of the above.

- i. "Committee" shall mean the Visual Arts Committee of the Commission.
- j. "Conceptual Design" shall mean drawings (in plan and elevation) and/or 3-dimensional models, a written description, proposed materials and samples and cost estimates at 30% design completion. The information provided in Conceptual Design shall be complete enough to fully illustrate the design intent of the Artwork.
- k. "Construction Documents" shall mean final and complete architectural, structural, mechanical and engineering drawings, written specifications, structural and engineering calculations at 100% design completion, prepared by Artist or Artist's subcontractors, or Contractor and Contractor's subcontractors, setting forth in detail the design and specifications of the Artwork. Construction Documents shall describe and fix the location, size, materials and character of the Artwork with respect to architectural, structural engineering, mechanical and electrical systems, materials, colors, method of attachment and fabrication methods, and other such elements as may be appropriate. Construction Documents must be signed and stamped by design professionals licensed in the State of California as required by the California Building Code and any local amendments thereto.
- l. "Contract Documents" shall mean any work, including but not limited to, Design and Construction Documents, Shop Drawings, Mock-ups, models, engineering calculations, approved installation plans, and all material samples and product data, project budget, and any and all additional documents and submittals produced under this Agreement that the Commission has approved and to which the completed Artwork is expected to conform.
- m. "Conservation Report" shall mean a report prepared by a Fine Arts Conservator that evaluates the durability of the proposed materials for the Artwork, and provides an estimated annual and long term estimation of the cost of maintaining and conserving the Artwork. Such report shall be used as a basis for developing the Maintenance Endowment.
- n. "Design Development Documents" shall mean presentation quality materials, which shall include colored drawings or computer-generated color images (in plan and elevation) and/or 3-dimensional models that accurately reflect the Artwork and how it will be installed at the Site, mock-ups, final color and materials samples, proposed fabrication methods, proposed signage text, feasibility studies and final cost estimates at design completion. When used in reference to the proposed Artwork, Design Development Documents shall fix and describe the size and character of the Artwork with respect to its relationship to the Site, including architectural, structural, mechanical and electrical systems, materials and other elements as may be appropriate.
- o. "Developer" shall mean 500 Pine St. Company, LLC, the developer of the 500 Pine St. office building and nearby 350 Bush St. development, who is transferring the 6,166 square feet of open space known as St. Mary's Sq. extension to the city.
- p. "Director of Cultural Affairs" shall mean the Director of Cultural Affairs for the Commission.
- q. "Donor" shall mean the "Comfort Women" Justice Coalition, the person(s) or organization making the Gift to the City and County of San Francisco.
- r. "Gift" or "Gift of Artwork" shall mean the Artwork that Donor proposes to gift to the City and the costs to the City associated with the gift of such Artwork as set forth herein.
- s. The "Maintenance Endowment" or "Endowment" shall mean the contribution by the Donor to the Arts Commission intended to cover the estimated annual and long term maintenance and conservation costs estimated to be necessary to conserve the Artwork for a minimum of 20 years. The Endowment shall include both estimated direct and indirect costs for such conservation and maintenance, including Arts Commission staff time and associated agency overhead. The Maintenance

Endowment is based on the Conservation Report, commissioned by the Donor for the purpose of evaluating the maintenance and conservation requirements for the Artwork and the projected costs associated with the long term care of the work.

t. "Memorial" see "Artwork".

u. "Mock-ups" or "Samples" shall mean illustrations such as standard schedules, performance charts, instructions, brochures, diagrams, and physical samples of all or any portion of the Work, and other information furnished by Artist or other contractors to illustrate materials or equipment for all or any portion of the Work. The purpose of the Mock-ups and Samples is to provide physical examples that illustrate materials, equipment or workmanship and establish the standards by which the Work will be judged.

v. "Proposal" shall mean the proposed visual, aesthetic, and artistic intent and design of the Artwork. The most recent design approved by the Commission is incorporated herein as Appendix A of the Contract Documents and is binding unless changes are approved by resolution of the Commission.

w. "Public Work" shall have the same meaning as under San Francisco Administrative Code Section 6.1(I), as currently written or as may be amended from time to time.

x. "Project Costs" shall mean all costs associated with the completion of all Work under this Agreement, as estimated in Appendix C, including all modifications. Project Costs shall include, but are not limited to the costs for all Artist and other design fees including preliminary and final signed stamped engineering documents, engineering peer review, soil testing, lighting designers, project managers and other consultants; costs associated with attending Arts Commission and other City meetings required for the approval and implementation of the Artwork; materials and labor for fabrication, transportation, storage and installation of the Artwork, including any necessary permits and licenses; required insurance; sales tax if required; post-installation maintenance. Project Costs include the Commission Costs, as defined above.

y. "Shop Drawings" shall mean drawings, diagrams and other data specifically prepared by Donor, Donor's subcontractors, Artist or Artist's subcontractors, fabricators, manufacturers, suppliers, or distributors illustrating in detail exactly how the Work, or any element thereof, is to be fabricated and installed. Shop Drawings shall be signed and stamped by a licensed design professional unless this requirement is specifically waived by the Commission.

z. "Site" shall mean ST. MARY'S SQUARE EXTENSION, A PARCEL OF IMPROVED OPEN SPACE ADJACENT TO 500 PINE ST. DEVELOPMENT AND ST. MARY'S SQUARE, A PUBLIC PARK OWNED AND OPERATED BY THE SAN FRANCISCO RECREATION AND PARKS DEPT.

aa. "Work" shall mean the work performed by the Donor pertaining to providing the Commission with the services and deliverables as required under Paragraph 3, Services and Appendix B of this Agreement. In addition to all other services and deliverables required herein, Work shall include the design, fabrication and delivery of the Artwork.

bb. Whenever the words "as directed," "as required," "as permitted," or words of like effect are used, it shall be understood as the direction, requirement, or permission of the Commission. The words "sufficient," "necessary," or "proper," and the like, mean sufficient, necessary or proper in the judgment of the Commission. The words "approval," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Commission, unless otherwise indicated by the context. The terms "include," "included" or "including" and similar terms shall be deemed to be followed by the words "without limitation."

3. Gift of Artwork and Payment of All Project Costs

The Donor hereby agrees to transfer title and give sole and unconditional ownership of the Artwork (described in Exhibit A, attached hereto and incorporated by reference as though fully set forth herein), subject to the conditions stated herein, to the City and County of San Francisco, to be under the jurisdiction of the San Francisco Arts Commission, an agency of the City and County of San Francisco. The Donor further agrees to perform the Services, as defined below, described in this Agreement. The estimated value of the Gift, including all Project Costs, is estimated to be: **\$398,000**. The Donor agrees to be responsible for the payment of all Project Costs associated with the Gift. Project Costs are itemized in Appendix C, Project Costs, attached hereto and incorporated by reference as though fully set forth herein.

- a. **Donor Direct Payment.** Donor agrees to pay all costs to vendors associated with the work specified in this agreement as detailed in Appendix C.
- b. **Donor's Payment to Arts Commission.** Donor agrees to pay the Arts Commission the Commission Costs including all costs associated with the Maintenance Endowment.
- c. **Commission Costs.** Commission Costs are estimated to be **\$208,000 (two hundred eight thousand dollars)**. Payment of Commission Costs shall be made in a lump sum payment and is due prior to the Commission issuing the Letter of Conditional Acceptance of the Gift as per Paragraph 14, "Commission Approvals" and authorizing delivery of the Artwork to the Site.

4. Services

Pending Arts Commission approval and any other necessary City approvals, Donor agrees to enter into an agreement with the Artist to design, fabricate and deliver the Artwork to the Site, and to pay all costs related to the design, fabrication, storage, transportation and installation of the Artwork as itemized in Appendix C, in accordance with all approved Contract Documents.

a. **Services.** Donor agrees to perform the Services provided for in Appendix B, "Services to be Provided by Donor," attached hereto and incorporated by reference as though fully set forth herein, as well as any scope of services included in any subsequent modification to this Agreement.

b. Procedure for Execution of Work.

(1) It is the general intent of the parties that the Donor shall require the Artist to complete the design, fabrication of the Artwork and transport the Artwork to the Site, provided that City determines, in its sole discretion, to go forward with the completion of the Artwork. The Artwork shall be completed in separately defined, successive stages ("Phases"). Each Phase shall be governed by this Agreement, and by any modifications to this Agreement setting forth specific terms and conditions governing each Phase of Work

(2) By authorizing any particular Phase, the Commission is not obligated to authorize any subsequent Phase. Subject to the limitations contained in this Agreement, the Commission may terminate this Agreement at any time and is under no obligation to modify the Agreement to include subsequent Phases.

(3) Donor shall not authorize the Artist to commence any Phase nor incur any expense in anticipation of commencing any Phase unless the Commission has given prior written authorization. Prior to beginning each Phase, Donor shall obtain the necessary approval of the previous Phase. In no event shall City be liable for any claims or damages arising from Donor's, Artist's or other contractors' unauthorized actions.

c. **Consultation.** Donor agrees to cooperate in good faith with the Commission and to be available as reasonably necessary for consultation with the Commission, Artist, Client, and City's Contractors during all stages of the Work. Commission agrees to facilitate cooperation and arrange for and coordinate all necessary consultation among the Commission, Artist, Client, and City's Contractors.

(1) Donor shall copy Commission on all correspondence between Donor, Artist, Client, other City Departments or other City Contractors in which Commission is not a party. Donor shall notify Commission in writing of any verbal agreements and/or understandings that are arrived at in conversations or meetings between Donor, Artist, Client, or other City Contractors to which Commission is not a party. Donor understands that failure to inform Commission of such agreements, and failure to confirm such agreements in writing with Commission may result in such agreements not being honored.

5. Legally Binding Commitment

Donor acknowledges the City, and Commission's reliance on promised payment of Project Costs including Commission Costs. Donor's agreement to pay Project Costs is an integral part of this Agreement and acceptance of the Artwork. Donor understands that such promise is a binding commitment on the Donor and on all of its successors and assigns.

6. Signage and Recognition Plaque

The Commission and Donor hereby agree to identify the Artwork as *Women's Column of Strength*, by Steven Whyte, for all publicity purposes. As part of the Project Cost, Donor shall provide, or include in payment to the Commission the cost of an identification plaque ("Plaque"), which shall be fabricated in conformity to the Commission specifications regarding font, size, material and placement. The final text of the plaque has been agreed upon between the parties and approved by the Commission by Resolution 0206-17-025, the text of which is attached as Appendix A(1), and is incorporated herein by reference.

7. Taxes

a. Any taxes levied upon the Agreement, the transaction, or the equipment or services delivered under this Agreement, including possessory interest taxes, California sales and use taxes and any tax due to Artist under state, federal or local law shall be borne by Donor.

8. Insurance

a. **Required Insurance.** Without in any way limiting Donor's liability pursuant to Section 16, the "Indemnification and General Liability" section of this Agreement, Donor shall maintain, or cause to be maintained, in force insurance in the following amounts and coverages, or as modified in Appendix B. Donor shall obtain such insurance on or before the time specified below; if no time is specified below, Donor shall obtain such insurance when required to do so by Appendix B or a modification to this Agreement. Donor shall maintain all required insurance continuously from the time originally specified, throughout the term of this Agreement until Final Acceptance of the Work by resolution of the Arts Commission. The Director of Cultural Affairs, with the approval of the City's Risk Manager, may authorize in writing the release of an interest in such insurance at an earlier date.

(1) **Workers Compensation,** in statutory amounts with Employers' Liability limits not less than \$1,000,000 each accident, injury or illness. Donor and Donor's subcontractors shall obtain such insurance prior to certification of this Agreement. To the extent Donor, or Donor's subcontractors warrants, in writing, that Donor or/ or Donor's subcontractor is not an employer and has no employees as

defined by the California Labor Code Sections 3351-3351.1, Donor and/or Donor's subcontractor, need not provide to the City proof of Workers Compensation insurance.

(2) **Professional Liability Insurance** for all design professionals (such as architects, landscape architects or engineers), applicable to contractor's profession, who provide *Donor and/or Artist* with signed stamped drawing or calculations. Such insurance shall have limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions. *Donor or Artist* shall obtain such insurance when *Donor or Artist* subcontracts for any work from such a design professional, and prior to the submittal of Construction Documents. Any design professional required to obtain professional liability insurance shall maintain such insurance, and proof thereof, for the term of this Agreement.

(3) **Commercial General Liability Insurance**, with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. Donor shall obtain such insurance prior to commencing the fabrication of the Artwork and shall maintain through the transportation and installation of the Work at the Site.

(4) **Automobile Liability Insurance**: If Donor is an *individual*, Personal Automobile Liability Insurance with limits not less than \$100,000/\$300,000 each occurrence. If Donor is a *corporation or other legal entity*, Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable, unless a lesser amount is approved by City's Risk Manager. Donor shall obtain such insurance prior to certification of this Agreement.

(5) **Fine Arts Insurance or other insurance against loss** may be required at the Commission's discretion on a case by case basis. Such insurance shall be for an amount equal to the value of the Artwork being transported, installed, de-installed or stored.

(6) Transportation and/or Installation Coverage, as necessary and appropriate.

b. Required Policy Language.

(1) Commercial General Liability and Commercial Automobile Liability Insurance shall be endorsed to provide:

i. Endorse the policy to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees;

ii. State that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limits.

iii. Regarding Workers' Compensation, Donor hereby agrees to waive subrogation which any insurer of Donor may acquire from Donor by virtue of the payment of any loss. Donor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Donor, its employees, agents and subcontractors.

(2) All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the following address:

SUSAN PONTIOUS
San Francisco Arts Commission
401 Van Ness Avenue, Suite 325
San Francisco, CA 94102

c. Miscellaneous Insurance Requirements:

(1) All insurance policies required under this Agreement shall be issued by insurance companies reasonably acceptable to City and authorized to do business in the State of California. Before commencing any operations under this Agreement, Donor shall do the following: (a) furnish to City certificates of insurance, and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, and that are satisfactory to City, in form evidencing all coverages set forth above, and (b) furnish complete copies of policies promptly upon City request.

(2) Should any of the required insurance be provided under a claims-made form, Donor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of four years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies. This tail coverage requirement may be waived by the City's Risk Manager in writing where appropriate.

(3) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

(4) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

(5) Approval of the insurance by City shall not relieve or decrease the liability of Donor hereunder.

(6) In the event of loss or damage and where any insurance proceeds are paid to City, the Commission shall make a determination, in its sole discretion, as to whether the Work shall be restored, reconstructed or abandoned. If the Commission determines that Donor shall restore or reconstruct the Work, all insurance proceeds received by City shall be paid to Donor to the extent the proceeds are used for such restoration or re-construction.

(7) If a subcontractor will be used to complete any portion of this agreement, the Donor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Donor listed as additional insureds.

9. Indemnification

Donor agrees to defend, indemnify and hold harmless the City and County of San Francisco, its officers, employees and agents, from any and all acts, claims, omissions, liabilities and losses by whomever asserted arising out of acts or omissions of Donor in the performance of the scope of work, except those arising by reason of the sole negligence of the City and County of San Francisco, its officers, employees and agents.

City and County of San Francisco agrees to defend, indemnify and hold harmless Donor, its officers, employees and agents, from any and all acts, claims, liabilities and losses by whomever asserted arising out of acts or omissions of the City and County of San Francisco in its obligations under this Agreement except those arising by reason of the sole negligence of Donor, its officers, employees and agents.

Each party to this Agreement shall be responsible for its own defense and defense costs of all claims and liabilities of any type which arise out of the sole acts or omissions of the respective party. In the event of concurrent negligence of the City, its officers, employees and agents and the Donor, its officers, employees and agents, each party shall be responsible for its own defense and defense costs, and the liability for any and all claims for injuries or damages to persons or property shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified.

10. Donor's Warranties

- a. **Warranty of Title.** Donor represents and warrants that the Artist is the sole owner of any and all copyrights pertaining to the Artwork, and that the Artist has sole authority for granting license for the use of the Artwork image, and that nothing in any written agreements the Donor has with the Artist will conflict with the City's Agreement with Artist, incorporated herein by reference, which grants the City a non-exclusive intellectual property license for use of the Artwork and Artwork image.
- b. **Freedom from Liens.** Donor represents and warrants that the Artwork is free and clear of any liens or other claims and that there are no outstanding disputes in connection with property rights, intellectual property rights or any other rights in the Artwork or any parts of the Artwork.
- c. **Warranty of Workmanship.** Donor represents and warrants that, for a period of one year after Final Acceptance, the Artwork will be free of defects in workmanship or materials, and that the Artwork will be executed in permanent, non-fugitive materials that will not tend to degrade or fade over long-term installation at the Site, and that the Donor shall follow the fabrication recommendations contained in any Conservation Report commissioned for this project, Attached as Appendix A and incorporated herein by reference. Any degradation or fading will not include any tendency to deteriorate that is specifically identified in the Contract Documents, or quality within a material that is affirmatively recommended in the Conservation Report.

Donor shall be responsible for paying all costs and expenses associated with remedial work to repair any defects in workmanship or materials that appear **within one (1) year** of Final Acceptance of the Artwork by City under Section 14, "Commission Approvals" of this Agreement. Any repair costs shall be determined by the Arts Commission in its sole discretion and the City shall select and approve the contractors that will conduct any repair work to the Artwork. **Such costs shall be considered as being over and above what the City should have reasonably expected based on the Donor's representation of the Artwork to the Commission and the maintenance identified in the Conservation Report.**

- d. **Warranty of Public Safety.** Donor represents and warrants that the Work as fabricated and installed will not pose a danger to public health or safety in view of the possibility of misuse, if such misuse is in a manner that was reasonably foreseeable at any time during the term of this Agreement.
- e. **Warranty of Acceptable Standard of Display and Operation.** Donor represents and warrants that:

The Artwork as fabricated will conform to all Contract Documents approved by the Commission and will conform to the recommendations of the Conservation Report. The parties anticipate that the City should be able to adequately maintain the Artwork for at least 20 years with the Maintenance Endowment provided by the Donor under this Agreement.

Occasional or minimal cleaning and repair of the Artwork and any associated working parts and/or equipment will maintain the Artwork within an acceptable standard of public display;

Except for any damage that arises directly or indirectly from seismic activity, foreseeable exposure to the elements and general wear and tear will cause the Artwork to experience only minor repairable damages and will not cause the Artwork to fall below an acceptable standard of public display; and

With general routine cleaning, repair, and within the context of foreseeable exposure to the elements and general wear and tear, the Artwork will not experience irreparable conditions that do not fall within an acceptable standard of public display, including mold, rust, fracturing, staining, chipping, tearing, abrading and peeling.

- f. **Manufacturer's Warranties.** In the event the Artwork incorporates products covered by a manufacturer's warranty, Donor shall provide copies of such warranties to the City.

11. Instructions for Maintenance; Variable Media Guidelines; Anticipated Life Span of Artwork

- a. **Instructions for Maintenance.** Unless specifically provided in this Agreement, Donor shall not be responsible for ongoing maintenance of the Artwork. Donor shall provide the Commission and Client SAN FRANCISCO RECREATION AND PARK DEPT. with a Conservation Report that will include a general maintenance plan for the Artwork, with a detailed description of future anticipated maintenance requirements; a recommended maintenance schedule; anticipated and required care and/or replacement/upgrade of any part of the Artwork and associated moving parts or equipment including any staff time involved in displaying or operating the Artwork and the frequency of such staff involvement; and written instructions and manufacturer's specifications for reasonably foreseeable maintenance and preservation activities relating to the Artwork. Artist shall also provide Commission and Client, San Francisco Recreation and Park Dept. with a description of all equipment and or machinery needed to operate the project (if applicable) and any anticipated or required staffing, supervision or operational needs. The Artwork shall be durable, taking into consideration that the Site is an unsecured public space that may be exposed to elements such as weather, temperature variation, and considerable movement of people and equipment. Donor shall ensure that all maintenance requirements will be reasonable in terms of time and expense.
- b. **Artwork with Variable Media:** With respect to Artwork involving or incorporating electronic, digital, video, mechanical, living, variable, moving or other dynamic components ("Variable Media"), the Donor shall ensure that the Commission is also provided with written recommendations for translating the Artwork into new media or replacing elements of the Artwork in the event that the original medium, components and/or the Artist's installation plan become obsolete ("Variable Media Guidelines"). Although the City is not required to comply with such Variable Media Guidelines, the City may take such Guidelines into account when maintaining the Artwork or trying to preserve the integrity of the Artwork.

- c. **Arts Commission Maintenance of the Artwork:** The Arts Commission will be exclusively responsible for the maintenance of the Artwork and shall maintain the Artwork in its sole discretion. Although City strives to maintain the Civic Art Collection in good repair and condition, City is not required by this Agreement to maintain the Artwork to any particular standard. City may determine to allow the Artwork to deteriorate in accordance with the Artwork's temporary life span, if deemed appropriate by City or if City lacks sufficient funds for required maintenance and/or conservation. If the Artwork suffers deterioration, City shall have sole discretion to determine whether to remove the Artwork from display as a result of deterioration, whether to replace any portion of the Artwork or translate any component into new media, or whether to maintain the Artwork on display despite its deteriorated condition.
- d. **Anticipated Lifetime of Artwork:** The anticipated life span of the Artwork is Twenty (25) years from the date of final acceptance by the Commission. After that time, the Commission in its sole discretion may re-evaluate the Artwork to determine if it retains its identity as a work of art and, if not, whether to take appropriate action, including the possibility of destroying the Artwork. If no life span is specified above or pursuant to a subsequent contract modification, the anticipated life span of the Artwork shall be 25 years.

12. City's Ownership Rights; Removal and Relocation; Notice

The Commission intends to display the Artwork at the Site as originally created by Artist and as intended by the Donor and to maintain the Artwork in good condition. However, if the Artwork is integrated into the Site so that it cannot be removed without alteration or destruction to the Artwork, the City, must preserve complete flexibility to operate and manage City property in the public's interest. Therefore, City retains the absolute right to Alter the Artwork in City's sole judgment. For example, City may Alter the Artwork to eliminate hazard, to comply with the ADA, to otherwise aid City in the management of its property and affairs, or through neglect or accident. If, during or after the term of this Agreement, City finds the Site to be inappropriate, City has the right to install the Artwork at an alternate location that City chooses in its sole discretion. If the Artwork is free-standing such that it can be removed without significant damage to the Artwork or the Site, and if the Commission authorizes the removal of the Artwork, the Commission shall take reasonable precautions to minimize Alteration of the Artwork during removal.

13. Intellectual Property and Artist(s) Rights Waiver

As a precondition of this Agreement, Donor shall require the Artist to sign the attached Agreement between the Artist and the City and County of San Francisco (**City's Agreement with the Artist**) attached hereto as **Exhibit D**, and incorporated by reference as though fully set forth herein.

The Donor hereby waives any and all claims that the Donor may have under the federal Visual Artists Rights Act (17 U.S.C. 987 et seq.), and any other local, state, federal or international laws that convey the same or similar rights ("Moral Rights Laws"), with respect to the Artwork, its display, removal from display, exhibition, installation, conservation, storage, study, alteration and any other activities conducted by the Arts Commission, the City and County of San Francisco, its officers, employees, agents, contractors, licensees, successors or assigns.

Likewise, the Donor shall not enter into any agreement with the Artist limiting the City's intellectual property and publicity rights granted to the City by the Artist in City's Agreement with Artist for the use of the Artwork as detailed in Paragraph 4 of the City's Agreement with Artist.

14. Commission Approvals:

Commission shall review and must approve the Artwork by Resolution at each major project milestone as specified in Scope of Work, Appendix B, prior to accepting the Gift. Each Phase must be approved by the Commission prior to the Donor proceeding to the next Phase.

a. **Letter of Conditional Acceptance.** The Arts Commission shall issue a letter of Conditional Acceptance to the Donor upon 1) the Arts Commission's receipt of all funding due for Commission Costs, and 2) upon notice that the Artwork is complete and ready to be delivered; and 3) upon verification by the Arts Commission that the Artwork is fabricated in accordance with the Construction and Contract Documents, and that the Donor has obtained all necessary regulatory approvals, and 4) upon submission to the City copies of all Agreements, Collections Forms, and Contract Documents as required, and 5) upon certification by the Donor that the Donor holds title to the Artwork, free of any claims or liens and is free to transfer title to the Artwork to the City, and 6) Upon the Commission issuing a Letter of Conditional Acceptance, the Donor may proceed with delivering the Artwork to the Site.

b. **Final Acceptance.** Upon authorization from the Board of Supervisors allowing the Arts Commission to accept a gift of artwork (for gifts over \$100,000 in value) and approval to accept and expend the maintenance endowment, and upon installation of the Artwork on the Site, and upon Arts Commission inspection of the Artwork and confirmation that the Artwork has been delivered and installed without damage and meets all requirements of the Contract Documents, the Arts Commission will, by Resolution, approve Final Acceptance of the Gift and accession the artwork into the Civic Art Collection.

15. **Title Transfer, Ownership of Documents and Risk of Loss**

a. **Title Transfer.** Title to the Artwork shall transfer from Donor to the City upon the Commission's approving Final Acceptance by Resolution. Title transfer shall be self-executing upon Commission's Final Acceptance. Donor will cooperate in providing to City any title transfer documents City may request or require during or after the Term of this Agreement.

b. **Risk of Loss.** The risk of loss or damage to the Artwork shall be borne solely by Donor until delivery of the Artwork to the Site. Donor shall take steps to protect the Artwork from loss or damage.

c. **Transfer of Documents.** Copies of drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files, subcontracts or other agreements, media or other documents prepared by Donor, Artist, or their subcontractors in connection with services to be performed under this Agreement, shall be transmitted to the City.

16. **Event of Default**

Donor's failure or refusal to perform or observe any of the terms, covenants or conditions of this Agreement, or Donor's failure to provide for the Project Costs due under Section 3, "Commission Costs" and as detailed in Appendix C, Project Costs, when due, shall constitute an immediate default under this Agreement, the City shall have the right to refuse to allow delivery of the Artwork and to refuse to accept the Artwork, and shall have the right, in its sole discretion, to seek enforcement of the terms and conditions of this Agreement, to terminate this Agreement or to exercise any of its rights or remedies available at law or in equity.

17. **Conflict of Interest**

Through its execution of this Agreement, Donor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a

violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

18. Proprietary or Confidential Information of City

Donor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Donor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Donor agrees that all information disclosed by City to Donor shall be held in confidence and used only in performance of the Agreement. Donor shall exercise the same standard of care to protect such information as a reasonably prudent Donor would use to protect its own proprietary data.

19. Notices to the Parties; Department Liaison

a. Notices. Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To Commission:
San Francisco Arts Commission
401 Van Ness Avenue, Suite 245
San Francisco, CA 94102
Attn: SUSAN PONTIOUS
Phone: (415) 252-2241
Email: susan.pontious@sfgov.org

To Donor:
"Comfort Women" Justice Coalition
407 35th Ave.
San Francisco, CA, 94127

P.O. Box 27635
San Francisco, CA, 94121

Phone: Lillian Sing (415) 225-3828; Julie Tang (415) 225-2669
Email: Lilliansing@gmail.com; and julietang@gmail.com

Any notice of default shall be sent by registered mail. Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. If email notification is used, the sender must specify a receipt notice.

b. Department Liaison. In performing the services provided for in this Agreement, Contractor's liaison with the Arts Commission will be Susan Pontious.

20. City Access to Artwork/Work and Inspection; Status Reports; Donor Availability

City shall have the right to inspect the Artwork prior to the Commission approving any Phase of work under this Agreement. The Donor shall be responsible for facilitating City's prompt access to the location where the Artwork or portions of the Artwork are being fabricated or stored.

21. Non-waiver of Rights

The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions thereof by the other party at the time

designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

22. Tropical Hardwood and Virgin Redwood Ban

Pursuant to San Francisco Environment Code section 804(b), City urges Donor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product in the performance of this Agreement.

23. Resource Conservation

Chapter 5 of the San Francisco Environment Code ("Resource Conservation") is incorporated herein by reference. Failure by Donor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

24. Compliance with Americans with Disabilities Act (ADA)

Donor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through Donor, shall be accessible to the disabled public. Donor shall provide the services specified in this Agreement in a manner that complies with the ADA.

Donor shall cooperate with City and allow City to take reasonable steps to ensure that the Artwork is accessible to the disabled, with respect to the elimination of both architectural and programmatic barriers. Such cooperation shall include assisting with modifications to the Artwork, or preparing or authorizing tactile models, reproductions, or other materials necessary to provide access to the Artwork. If requested by City, Donor shall engage a consultant, as part of the Project Costs paid for by the Donor to review the Artwork for compliance with the ADA.

25. Sunshine Ordinance

Donor acknowledges that this Agreement and all records related to its formation, and Donor's performance of Services are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

26. Preservative-treated Wood Containing Arsenic

Donor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Donor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Donor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

27. Modification of Agreement

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.

- a. **Internal Clarifications to Proposal and Scope of Services.** Notwithstanding the above provision regarding agreement modifications, the Commission and Donor, by mutual written agreement signed by both parties, may clarify the Appendix A ("Artists Proposal") and/or Appendix B ("Services to be Provided by Donor"), by further outlining, correcting, clarifying and refining the substance of each of the phases I through V, including the date(s) of deliverables (including modifying or changing the order of the due date(s) for deliverables), the costs associated with each Phase and the payment schedule. Such changes shall be kept on file at the Arts Commission.

28. Agreement Made in California; Venue

The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

29. Construction

All paragraph captions are for reference only and shall not be considered in construing this Agreement.

30. Entire Agreement

This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 27 (Modification of Agreement).

31. Compliance with Laws

Donor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and shall at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

32. Severability

Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

33. Cooperative Drafting.

This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

DOCUMENT, PROVIDE SIGNAGE FOR AND TO MAINTAIN AND REPAIR ARTWORKS," AMONG OTHER SPECIFIED ARTS-RELATED PROFESSIONAL SERVICES. No additional signature required from Office of Contract Administration/Purchaser; See Also S.F. Admin. Code Section 21.04(a) (Direct Purchasing Authority of Departments)].

APPENDICES:

- A: Artist's Proposal
 - B: Services to be Provided by Donor
 - C. Project Costs
 - D. City's Agreement with the Artist
 - E. Civic Art Collection Forms
- DONOR

SIGNATURES

CITY

Recommended by:

Tom DeCaigny
Director of Cultural Affairs
Arts Commission

Approved as to Form:

Dennis J. Herrera
City Attorney

By
Lauren Curry
Deputy City Attorney

Approved:

Approved:
[Note: APPROVAL GRANTED TO ARTS COMMISSION UNDER LETTER OF 12-15-2016 by JACI FONG, the DIRECTOR OF OFFICE OF CONTRACT ADMINISTRATION AND PURCHASER, FOR CONTRACTS TO "PLAN, DESIGN, FABRICATE, INSURE, TRANSPORT, INSTALL,

Lillian Sing

Julie Tang
Co-Chairs
"Comfort Women" Justice Coalition
407 35th Ave.
San Francisco, CA 94121

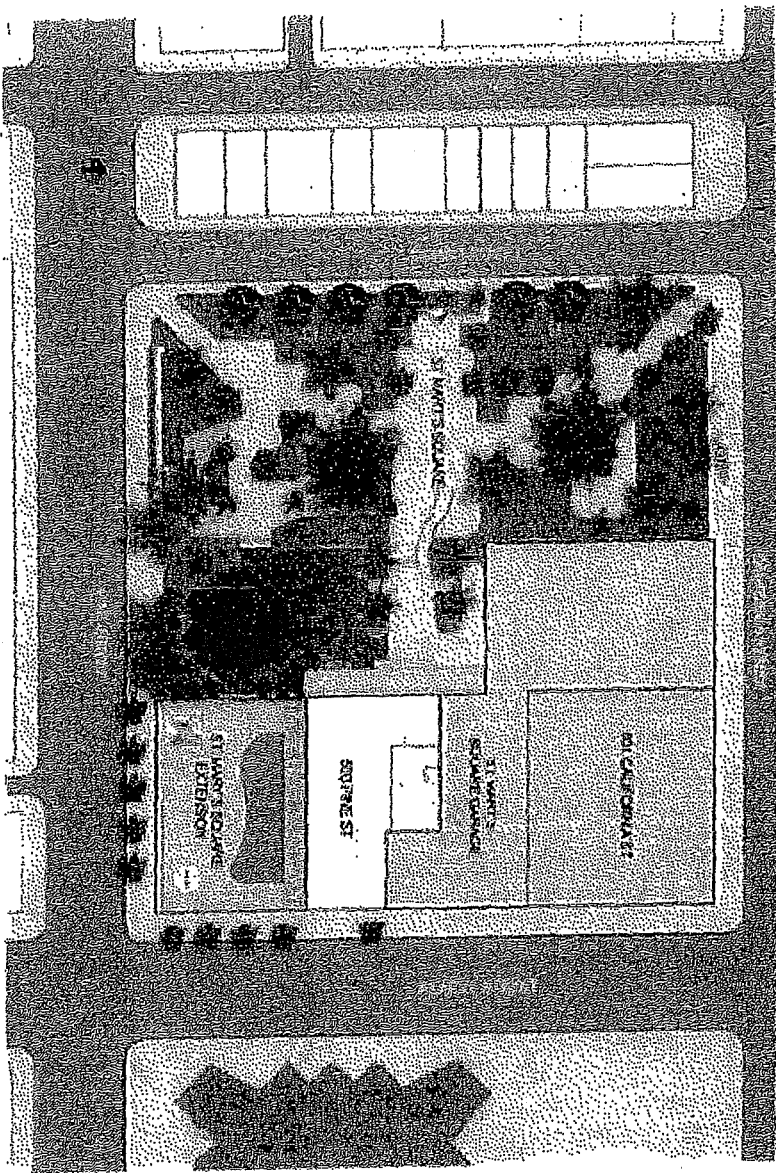
(415) 225-3828; (415) 225-2669

Appendix A
Artist's Proposal

1. "Proposal" shall mean the proposed visual, aesthetic, and artistic intent and design of the Artwork as approved by the Arts Commission. The most recent design approved by the Commission is incorporated herein by reference, and is binding unless or until changes are approved by resolution of the Commission.

a. Attached is Artist's Proposal at the time of the Agreement date. Artist's Proposal shall be automatically superseded by any Contract Documents that are later approved by the Commission

Appendix A: Proposal



ST. MARY'S SQUARE EXTENSION
Vestibule Extension (Openwork)

500 27th St. Extension
500 27th St. Extension

"COMFORT WOMEN" MEMORIAL SF SITE: ST. MARY'S SQUARE

OVERALL SITE PLAN



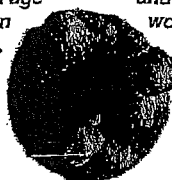
"COMFORT WOMEN"
MEMORIAL SITE

Steven Whyte Proposal



Women's Column of Strength
Materials: Bronze and Cor-ten Steel

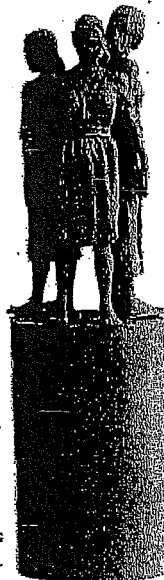
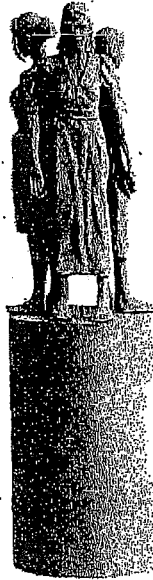
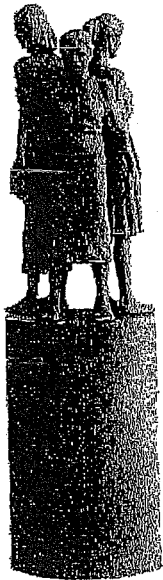
The monument will be constructed of art-grade bronze and steel, materials which are extremely durable to both age and weather. To guard against vandalism, the steel column would be fit with fine mesh to protect the interior of the column. A small door would be designed into the base to allow for maintenance of the lighting.



36in Diameter

10ft Total

5ft 2in Tallest Figure



900 lbs
9 sq.ft.



Completed Clay Figures



Steven Whyte [5/8" flat]

American b. Great Britain 1969 [1/4" flat]

Women's Column of Strength [5/8" flat]

© 2017 [1/4" flat]

Bronze and COR-TEN Steel [1/4" flat]

"Our worst fear is that our painful history during World War II will be forgotten"
—former "Comfort Woman"
[1/4" flat]

This monument bears witness to the suffering of over 200,000 women and girls, so-called "Comfort Women," who were sexually enslaved by the Japanese Imperial Armed Forces in thirteen Asian-Pacific countries from 1931 to 1945. Most of these women died during their wartime captivity. This dark history was hidden for decades until the 1990s, when the survivors courageously broke their silence. They helped move the world to declare that sexual violence as a strategy of war is a crime against humanity for which governments must be held accountable.

This memorial is dedicated to the memory of these women, and to the crusade to eradicate sexual violence and sex trafficking throughout the world.

Gift to the City from the "Comfort Women" Justice Coalition

www.remembercomfortwomen.org

Collection of the City and County of San Francisco

Collection of the City and County of San Francisco

[1/4" flat]

[Approx. 15" X 15" magnesium plate with brushed aluminum finish, left aligned, printed black copy, Helvetica type, double spacing between text blocks]

Appendix B
Services to be provided by Donor

DESIGN

1. Scope of Work.

a) **General**

- i) Donor shall deliver a Proposal for the Artwork ("Proposal") in accordance with the San Francisco Arts Commission's Gift Policies. The scope of work under this phase includes the development of the proposal through all phases of design, including Conceptual Design, Design Development and Construction Documents. The Commission must approve each phase of Design by Resolution.
- ii) The Commission must approve the proposal at each phase of development before the Donor proceeds to the next phase. If the Commission does not accept the Proposal at any design phase, the Donor agrees to have the Artist submit one alternate proposal or design alternative.
- iii) The Proposal shall reflect the requirements of the Client and Commission, as expressed in communications with the Commission and Client.
- iv) Donor shall insure that project Artist agrees to collaborate closely with the City through in-person meetings and other necessary means of communication in order to ensure that the City has a full understanding of the artist's design and installation requirements. **Donor and Artist shall coordinate their communications with all City elected officials, staff and other city contractors through the Arts Commission Project Manager.**
- v) Donor shall deliver a list of all subcontracts of all or any Work pursuant to this Agreement.

b) **Conceptual Design:** The Proposal at Conceptual Design shall include:

- i) Drawings (in plan and elevation) and/or 3-dimensional models, proposed materials and samples, colors, finishes, textures and patinas, the specific location and orientation of the work relative to the site and a written description of the Artwork in sufficient detail that Artist's design intent is clearly expressed.

c) **Design Development**

- i) Design Development Materials and Documents shall incorporate the further development and refinement of the Proposal, Project Costs and Conservator's Report developed under Conceptual Design.
- ii) Design Development shall include presentation quality materials, which shall include colored drawings or computer-generated color images (in plan and elevation) and/or 3-dimensional models that accurately reflect the Artwork and how it will be installed

at the Site, mock-ups, final color and materials samples, proposed fabrication methods, feasibility studies and final cost estimates at design completion. When used in reference to the proposed Artwork, Design Development Documents shall fix and describe the size and character of the Artwork with respect to its relationship to the Site, including architectural, structural, mechanical and electrical systems, materials and other elements as may be appropriate. Donor shall ensure that the project Artist and Artist's structural engineer and fabricator shall review all Design Development drawings, materials and documents for consistency and constructability, and report any engineering, structural concerns, or constructability concerns to the City. Modifications to the design necessitated by this review shall be submitted and approved by the City prior to beginning the production of Construction Documents and incorporated therein.

- iii) Conservator's Report, Maintenance Plan and Maintenance Endowment. At the time the Donor submits the Artist's proposal for review by the Arts Commission and as part of the Design Development Documents, Donor shall provide the Commission and Client with a Conservator's Report from a qualified Art Conservator, detailing General Maintenance Plan for the Artwork, with a detailed description of annual and long term future anticipated maintenance and conservation requirements; a recommended maintenance schedule; anticipated and required care and/or replacement/upgrade of any part of the Artwork and associated moving parts or equipment including any staff time involved in displaying or operating artwork and the frequency of such staff involvement; and written instructions and manufacturer's specifications for reasonably foreseeable maintenance and preservation activities relating to the Artwork.

The Report shall also provide a description of all equipment and or machinery needed to operate the project (if applicable) and any anticipated or required staffing, supervision or operational needs. The Artwork must be durable, taking into consideration that the Site is an unsecured public space that may be exposed to elements such as weather, temperature variation, and considerable movement of people and equipment. Donor shall ensure that all maintenance requirements will be reasonable in terms of time and expense. The Donor shall be responsible for making any updates or clarifications to this Maintenance Plan if the maintenance requirements and estimates change over the course of the project.

The Conservator's report and Maintenance Plan shall provide cost estimates for annual and long term care for a projected period of 20 years. This report shall be used as the basis for determining the amount of the Donor's required maintenance endowment.

d) Construction Documents:

- i) Construction Documents for construction and/or installation of the proposed Artwork as approved, which must be signed and stamped by design professionals licensed in the State of California, as required by the California Uniform Building Code and any San Francisco amendments to the Building Code. Construction Documents shall include completion of Appendix F: Special Inspections and Structural Observations.
- ii) Donor shall deliver Mock-ups and Samples, as required by Commission or its staff.
- iii) If the anticipated maintenance requirements and estimates have changed, Donor shall provide the Commission with a revised Maintenance Plan.

iv) Donor shall deliver a schedule describing Artist's specific timelines for completing the Work.

2. **Insurance:** Donor shall obtain the following insurance prior to the commencement of Phase I unless waived in writing by the City Risk Manager. Donor shall comply with all the insurance requirements specified under Section 8 (Insurance) in the body of this Agreement.

Appendix B

Services to be Provided by Donor

Phase II

Fabrication of Artwork

1. Scope of Work.

- a) Donor shall ensure that Artist fabricates the Artwork in accordance with all Contract Documents approved by the Commission through Phase I.
- b) Shop Drawings. Donor shall deliver Artist's Shop Drawings as needed for sculpture armature, foundation and attachment hardware, produced by Artist or Artist's fabricator. The Shop Drawings shall be signed and stamped by a structural engineer as required by the California Uniform Building Code and any San Francisco amendments to the Building Code.
- c) Inspection of Artwork:
 - i) Donor shall ensure that Artist or Artist's fabricator provide verification that materials used in fabrication are in accordance with those specified in Construction Documents and Shop Drawings. Artist shall provide copies of written specifications and mill certifications, as requested by the Arts Commission.
 - ii) Donor shall send photo documentation of artwork fabrication at 30% , 60% and 100% completion. Documentation to be sent to Arts Commission Project Manager at each stage for review and approval prior to advancing with next phase of fabrication.
 - iii) Donor shall notify the Commission 30 days in advance of 100% completion of all the artwork elements so that the Arts Commission can do a field inspection of the artwork at the fabricator.
- d) Donor shall ensure that Artist's structural engineer shall review results of special inspection reports and structural observations, as identified in Construction Documents.
 - i) Artist's structural engineer shall provide a written report to the Arts Commission stating the site visits that have been made from inspection and structural observation and identifying any reported deficiencies that, to the best of the structural engineer's knowledge, have not been resolved.
 - ii) Artist's structural engineer shall prepare a signed and stamped letter stating that all items requiring special inspection and structural observation were performed in accordance with the approved plans.
- e) Transportation Plan. Donor shall deliver a written list of the workers, vehicles, and equipment that will be involved in the transportation of the Artwork to the Site

- f) Final Documentation: Donor shall provide written proof of timely payment to subcontractors, maintenance manual, product specification data.
- g) Final Inspection: Donor shall notify SFAC for final inspection at 100
- h) Completion of the Artwork as part of obtaining a Letter of Conditional Acceptance. Artwork shall not be transported to the Site prior to receipt of the Letter of Conditional Acceptance.

Phase III
Transportation and Installation of Artwork

The Artwork shall be installed by the Donor under a separate agreement with a licensed Contractor (Artwork Installer) prior to the St. Mary's Extension transferring to the city from the Developer, 500 Pine. The Artwork Installer shall develop an installation plan based on the Artist's Construction Documents, which the Artist shall review and provide to the Commission with comment. Artist shall be available to be on site for consultation during the installation of the Artwork.

1. Scope of Work.

- a) Donor shall provide for the transportation of the Artwork in accordance with the Transportation Plan approved by the Commission in Phase II. Donor shall not transport the Artwork until Donor has received a Letter of Conditional Acceptance and until access to the Site has been approved and scheduled by the Commission in coordination with the Client. Donor shall ensure that the Artwork is prepared for transportation in accordance with customary industry standards for the transportation of fine works of art, and in accordance with the following additional specifications:
 - b) Artist's structural engineer shall review results of special inspection reports and structural observations, as identified in Construction Documents.
 - i) Regarding structural observations, Donor shall ensure that the Artist's structural engineer provides a written report to the Arts Commission stating the site visits that have been made and identifying any reported deficiencies that, to the best of the structural engineer's knowledge, have not been resolved.
 - ii) The structural engineer shall prepare a signed and stamped letter stating that all items requiring special inspection and structural observation were performed in accordance with the approved plans.
 - c) Donor, Artist, and Donor's Art Installer prior to and during the installation of the Artwork. Donor shall coordinate Artist's activities on site with the Commission staff.
 - d) Artwork must be installed by a licensed contractor approved by the Commission.
 - e) Donor shall deliver all insurance as specified in Section 8, Insurance, for all Contractors and subcontractors performing work on City Property.
 - f) In the event that the site transfers to the city prior to the installation of the Artwork, the Donor shall install the artwork ensuring that all contracts are in compliance with State Law governing Public Works, including the payment of prevailing wage.
 - g) Maintenance Documents. Donor shall deliver all information necessary for the Commission to properly care for and maintain the Artwork, including information regarding the physical make-up of the Artwork, methods and materials, and information about the artistic intent

of Artist in the Design, Fabrication and Installation of the Artwork (attached as **Appendix E: Civic Art Collection Forms**).

h) Donor shall provide the Project Manager documentation establishing that all employees, subcontractors and suppliers have been paid in a timely manner and that there are no claims or liens on the Artwork.

APPENDIX C

PROJECT COSTS

PROJECT COSTS TO BE PAID DIRECTLY BY DONOR:

Artist Fees for Design, Fabrication of Artwork (Purchase Price): **\$190,000**
Signed Stamped Engineering Drawings and Calculations: **included**
Drawings, Specifications from other Design Professionals (i.e. lighting designers, architects,
Landscape architects etc.) **included**
Conservator's Report: **included**
Storage and Transportation Costs: **included**
Installation Costs: **included**
Insurance Costs: **included**
Permit Fees: **included**

Sub-Total of Donor's Direct Payment Costs:

**COMMISSION'S COSTS: PROJECT COSTS PAID BY DONOR TO THE
COMMISSION**

Maintenance Endowment: **\$208,000**

TOTAL PROJECT COSTS: \$398,000

APPENDIX D

CITY'S AGREEMENT WITH THE ARTIST

**City and County of San Francisco
Arts Commission
401 Van Ness Avenue, Suite 325
San Francisco, California 94102**

Agreement between the City and County of San Francisco

And

Steven Whyte

This Agreement is made this 27th day of July, 2017 in the City and County of San Francisco, State of California, by and between Steven Whyte (known hereinafter as "Artist"), who has been commissioned by the "Comfort Women" Justice Coalition (known hereinafter as "Donor") to create an artwork for the city, and the City and County of San Francisco, a municipal corporation, (hereinafter referred to as "City,") acting by and through its Arts Commission (the "Commission"), for the purposes and on the terms and conditions set forth below.

Recitals

This Agreement is made with reference to the following facts:

Whereas, the Donor has commissioned the Artist to create the sculpture entitled *Women's Column of Strength*, (known herein after as "Artwork"), a sculpture created by the Artist, and

Whereas, the Donor has offered the Artwork as a gift to the City to be installed at the Site, and

Whereas, the Commission, a City agency responsible for approving the design and location of artwork on City property, under authority of Charter Section 5.103, has approved the Artist's design and the location of the Artwork and agreed to accept the Artwork as a gift to the Civic Art Collection on behalf of the City, under authority of Charter Section 5.101, upon the terms and conditions set forth herein, and

Whereas 500 Pine St. Company, LLC (hereinafter known as "Developer") has approved the installation of the Artwork on the improved open space known as St. Mary's Square Extension (Site), and whereas under a separate agreement with the City, the Developer has agreed to transfer St. Mary's Sq. extension to the City and whereas the City has approved the proposed installation of the Artwork at the Site, and

Whereas, the Commission will enter into separate agreements with the Donor and the City regarding responsibilities of the Donor and the use of the Site, respectively, and

Whereas, the Artist is recognized as the original creative artist who designed the Artwork and who holds the copyright in that design, and

Whereas, the Commission and the Artist enter into this Agreement for the purpose of a clear understanding of the rights and responsibilities of the Artist and the City relative to the use and display of the Artwork,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

TERMS OF AGREEMENT

Artist and the Commission, on behalf of City, hereby agree as follows:

1) Definitions:

Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement or the Contract Documents, it shall have the meaning set forth below:

- a) "Agreement" shall mean this agreement, including all addenda, appendices and modifications, whether created now or in the future.
- b) "Alter" or "Alteration" shall mean, with respect to the Artwork, to alter, repair, modify, remove, relocate, sell, dispose of, distort, destroy, mutilate, or deface.
- c) "Artist" or "Artists" shall mean: **Steven Whyte**
- d) "Artwork" shall mean: *Women's Column of Strength*, a bronze and Cor-ten steel sculpture as represented in the Artist's proposal (Appendix A) and as approved by the Commission.
- e) "City" shall mean City and County of San Francisco, a municipal corporation.
- f) "Client" shall mean the San Francisco Recreation and Parks Dept.
- g) "Commission" shall mean the San Francisco Arts Commission.
- h) "Committee" shall mean the Visual Arts Committee of the Commission.
- i) "Donor" shall mean the "Comfort Women" Justice Coalition
- j) "Contract Documents" shall mean any work, including but not limited to, Design and Construction Documents, Shop Drawings, Mock-ups, models, engineering calculations, approved installation plans, and all material samples and product data, project budget, and any and all additional documents and submittals produced under this Agreement that the Commission has approved and to which the completed Artwork is expected to conform.
- k) "Construction Documents" shall mean final and complete architectural, structural, mechanical and engineering drawings, written specifications, structural and engineering calculations at 100% design completion, prepared by Artist or Artist's subcontractors, setting forth in detail the design and specifications of the Artwork and which are suitable for bidding. Construction Documents shall describe and fix the location, size, materials and character of the Artwork with respect to architectural, structural engineering, mechanical and electrical systems, materials, colors, method of attachment and fabrication methods, and other such elements as may be appropriate. Construction Documents must be signed and stamped by design professionals licensed in the State of California as required by the California Building Code and any local amendments thereto.
- l) "Site" shall mean St. Mary's Square Extension as approved for the installation of the Artwork by the Client and the Commission.
- m) "Work" shall mean the work of Artist pertaining to providing the Commission with the services and deliverables as required under the Agreement. In addition to all other services and deliverables required, Work shall include the design, fabrication, delivery and consulting services during installation of the Artwork.
- n) Whenever the words "as directed," "as required," "as permitted," or words of like effect are used, it shall be understood as the direction, requirement, or permission of the Commission. The words "sufficient," "necessary," or "proper," and the like, mean sufficient, necessary or proper in the judgment of the Commission. The words "approval," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Commission, unless otherwise indicated by the context. The terms "include," "included" or "including" and similar terms shall be deemed to be followed by the words "without limitation."

2) Artist's Warranties

a. **Warranty of Title.** Artist represents and warrants that Artist is the sole author of the Artwork and that Artist is the sole owner of any and all copyrights pertaining to the Artwork. Artist further represents that the Artwork is free and clear of any liens and that there are no outstanding disputes in connection with property rights, intellectual property rights or any other rights in the Artwork or any parts of the Artwork. The Artist warrants that in a separate agreement with the Donor, title to the Artwork was transferred to the Donor, and that the Donor was free to transfer title to the City, and that the Artist has relinquished any and all claims to title to the Artwork. If the Artwork uses photographic images or any other copyrighted material supplied by others, the Artist warrants that Artist has been granted license in writing from the entity holding the copyright regarding the use and incorporation of copyrighted materials into this Artwork, and shall provide proof of such license to the Commission.

b. **Warranty of Workmanship.** Artist represents and warrants that, for a period of three years after final acceptance of the Artwork by the Commission, the Artwork will be free of defects in workmanship or materials, including Inherent Defects (as defined below), and that the Artwork will be executed in permanent, non-fugitive materials that will not tend to degrade or fade over long-term installation at the Site. "Inherent Defect" refers to a quality within the material or materials, which comprise the Artwork which, either alone or in combination, results in the tendency of the Artwork to destroy itself. "Inherent Defect" does not include any tendency to deteriorate that is specifically identified in the Contract Documents approved by the Commission. Artist shall, at Artist's sole cost and expense, remedy any defects in workmanship or materials that appear within a period of three years from the date of final acceptance of the Artwork by City.

c. **Warranty of Public Safety.** Artist represents and warrants that the Artwork will not pose a danger to public health or safety in view of the possibility of misuse, if such misuse is in a manner that was reasonably foreseeable at any time from when the parties entered into this Agreement through the warranty period referenced above.

d. **Warranty of Acceptable Standard of Display and Operation.** Artist represents and warrants that:

(1) The Artwork will conform with design specifications and, where Artwork involves electronic, digital, video, mechanical, living, variable, moving or other dynamic components, the Artwork will also operate, function or perform in accordance with Artist's representations to the City without any additional costs to the City.

(2) Occasional or minimal cleaning and repair of the Artwork and any associated working parts and/or equipment will maintain the Artwork within an acceptable standard of public display.

(3) With general routine cleaning and repair, and within the context of foreseeable exposure to the elements and general wear and tear, the Artwork will not experience irreparable conditions that do not fall within an acceptable standard of public display; including mold, rust, fracturing, staining, chipping, tearing, abrading and peeling.

e. **Manufacturer's Warranties.** To the extent the Artwork incorporates products covered by a manufacturer's warranty, Artist shall provide copies of such warranties to City.

3. Instructions for Maintenance; Variable Media Guidelines; Anticipated Life Span of Artwork

Unless specifically provided in this Agreement, Artist shall not be responsible for ongoing maintenance of the Artwork. Artist shall provide the Commission with a General Maintenance Plan for the Artwork, with a detailed description of future anticipated maintenance requirements; a recommended maintenance schedule; anticipated and required care and/or replacement/upgrade of any part of the Artwork and associated moving parts or equipment including any staff time involved in displaying or operating the Artwork and the frequency of such staff involvement; and written instructions and manufacturer's specifications for reasonably foreseeable maintenance and preservation activities relating to the Artwork. Artist shall also provide Commission and Client with a description of all equipment and or machinery needed to operate the Artwork (if applicable) and any anticipated or required staffing, supervision or operational needs. The Artwork shall be durable, taking into consideration that the Site is an unsecured public space that may be exposed to elements such as weather, temperature variation, and considerable movement of people and equipment. Artist shall ensure that all maintenance requirements will be reasonable in terms of time and expense.

With respect to Artwork involving or incorporating electronic, digital, video, mechanical, living, variable, moving or other dynamic components ("Variable Media"), the Artist shall also provide the Commission with written recommendations for translating the Artwork into new media or replacing elements of the Artwork in the event that the original medium, components and/or the Artist's installation plan become obsolete ("Variable Media Guidelines"). Although the City is not required to comply with such Variable Media Guidelines, the City may take such Guidelines into account when maintaining the Artwork or trying to preserve the integrity of the Artwork.

Although City strives to maintain the Civic Art Collection in good repair and condition, City is not required by this Agreement to maintain the Artwork to any particular standard. City may determine to allow the Artwork to deteriorate in accordance with the Artwork's temporary life span, if deemed appropriate by City or if City lacks sufficient funds for required maintenance and/or conservation. If the Artwork suffers deterioration, City shall have sole discretion to determine whether to remove the Artwork from display as a result of deterioration, whether to replace any portion of the Artwork or translate any component into new media, or whether to maintain the Artwork on display despite its deteriorated condition.

The anticipated life span of the Artwork is 25 years from the date of final acceptance by the Commission. After that time, the Commission in its sole discretion may re-evaluate the Artwork to determine if it retains its identity as a work of art and, if not, whether to take appropriate action, including the possibility of destroying the Artwork. If no life span is specified above or pursuant to a subsequent contract modification, the anticipated life span of the Artwork shall be 25 years.

4. Artist's Moral Rights; City's Ownership Rights

a. The Commission, pursuant to its Charter responsibilities, intends to display the Artwork at the Site as originally created by Artist and to maintain the Artwork in good condition. Public artworks in the collection of the City are sometimes integrated into their site, such that they become an integral, permanent and site-specific part of the building's architecture or landscaped environment and removal of the artwork would result in significant changes to the artwork and the building's architecture. City, however, shall preserve complete flexibility to operate and manage City property in the public's interest. Therefore, City retains the absolute right to Alter the Artwork in City's sole judgment. For example, City may Alter the Artwork to eliminate hazard, to comply with the ADA, to otherwise aid City in the management of its property and affairs, or through neglect or accident. If at any time the City finds the Site to be inappropriate, City has the right to install the Artwork at an alternate location that City chooses in its sole discretion. If the Artwork is free-standing such that it can be removed without significant

damage to the Artwork or the Site, and if the Commission authorizes the removal of the Artwork, the Commission shall take reasonable precautions to minimize Alteration of the Artwork during removal.

b. With respect to the Artwork under this Agreement, and in consideration of the procedures and remedies specified in this Agreement, Artist waives any and all claims, arising at any time and under any circumstances, against City, its officers, agents, employees, successors and assigns, arising under the federal Visual Artists Rights Act (17 U.S.C. §§106A and 113(d)), the California Art Preservation Act (Cal. Civil Code §§987 et seq.), and any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. §106A, Cal. Civil Code §§987 et seq., or any other type of moral right protecting the integrity of works of art. If the Artwork is incorporated into a building such that the Artwork cannot be removed from the building without Alteration of the Artwork, Artist waives any and all such claims against any future owners of the Site, and its agents, officers and employees, for Alteration of the Artwork.

c. If City intends to take any action with respect to the Site or the Artwork that would Alter the Artwork, other than routine cleaning and maintenance, the following procedures shall apply:

(1) Notice. Where time permits, Commission shall make reasonable good faith efforts to notify Artist at least 20 calendar days prior to authorizing any Alteration of the Artwork, at the last phone number or address provided by Artist to the Commission's Collections Manager. Where time does not permit prior to Alteration of the Artwork – for example, in cases of public hazard, accident or unauthorized Alteration – Commission shall make reasonable good faith efforts to notify Artist within 30 calendar days after such Alteration.

(2) Consultation. After receiving such notice, Artist shall consult with City to determine whether the Artwork can be restored or relocated, and to attempt to come to a mutually agreeable plan for disposition of the Artwork. Such consultation shall be without charge by Artist unless otherwise specifically agreed in writing. If City intends to remove the Artwork, Artist shall consult regarding methods to minimize or repair any Alteration to the Artwork caused by such removal and the potential costs of such removal.

(3) Restoration. If the Artwork is Altered, with or without prior notice to Artist, and City intends to maintain the Artwork on display, City shall make a reasonable good faith effort to engage Artist in the restoration of the Artwork and to compensate Artist for Artist's time and efforts at fair market value, which may be the subject of a future Agreement between Artist and City. However, City has no obligation under this Agreement to restore the Artwork to its original condition, to compensate Artist for any restoration work, or to maintain the Artwork on display. If Artist fails or refuses to negotiate with City in good faith with respect to any restoration, City may contract with any other qualified art conservator or artist for such restoration. During Artist's lifetime, City shall make best efforts not to display or de-accession only a portion of the Artwork without Artist's consent.

(4) Removal by Artist. Where time permits, if City intends to take action that will destroy or significantly Alter the Artwork, such as destruction of all or part of the Site, and City determines that it will not remove the Artwork itself, City shall allow Artist to remove the Artwork at Artist's expense within 60 days of notice from the City of the need to remove the Artwork, in which case title shall revert to Artist. If Artist fails to remove the Artwork within that 60 day period, City may Alter the Artwork in any manner, including destroying it, in City's sole discretion.

(5) Remedies. If City breaches any of its obligations under this Section, Artist's remedies shall be limited as follows: If City inadvertently fails to provide a required prior notice of Alteration, City will provide notice as soon as it discovers the omission, and before Alteration of the Artwork if that remains possible. If City Alters the Artwork without providing Artist a required prior notice of Alteration, Artist shall be given the first right of refusal to restore the Artwork at the same location and City shall make reasonable efforts to provide funding for the restoration. If City funds cannot be made

available after reasonable efforts are made to secure such funding, Artist may, but is not obligated to, restore the Artwork at Artist's expense. If Artist elects not to restore the Artwork, City may retain another artist or conservator to restore it, or may Alter the Artwork in any manner, at City's sole discretion.

d. If City Alters the Artwork without Artist's consent in a manner that is prejudicial to Artist's reputation, Artist retains the right to disclaim authorship of the Artwork in accordance with California Civil Code §987(d) and 17 U.S.C. §106A(a)(2).

e. Except as provided in this Agreement, with respect to third parties who are not officers, employees, agents, successors or assigns of City, Artist retains Artist's moral rights in the Artwork, as established in the Visual Artists Rights Act (17 U.S.C. §§106A and 113(d)), the California Art Preservation Act (Cal. Civil Code §§987 and 989), or any other local, state, federal or international moral rights laws that protect the integrity of works of art. Accordingly, nothing herein shall prevent Artist from pursuing a claim for Alteration of the Artwork against a third party who is not an officer, employee, agent, successor or assign of City. City has no obligation to pursue claims against third parties to remedy or prevent Alteration of the Artwork. However, as owner of the Artwork, City may pursue claims against third parties for damages or to restore the Artwork if the Artwork has been altered without City's authorization.

5. Intellectual Property and Publicity Rights

a) Copyright. Subject to usage rights and licenses granted to City hereunder, Artist shall retain all 17 U.S.C. §106 copyrights in all original works of authorship under this Agreement. Artist's copyright shall not extend to predominantly utilitarian aspects of the Artwork, such as landscaping elements, furnishings, or other similar objects. If Artist is comprised of two or more individual persons, the individual persons shall be deemed joint authors of the Artwork.

b) City's Intellectual Property License. Artist grants to City, and to City's agents, authorized contractors and assigns, an unlimited, non-exclusive and irrevocable license to do the following with respect to the Work, the Artwork, and any original works of authorship created under this Agreement, whether in whole or in part, in all media (including electronic and digital) throughout the universe:

- i. Implementation, Use and Display. City may use and display the Work (to the extent the Work includes graphic representations or models) and the Artwork. To the extent the Work involves design elements that are incorporated by City into the design of the Site, City may implement such elements at the Site.
- ii. Reproduction and Distribution. City may make and distribute, and authorize the making, display and distribution of, photographs and other 2-dimensional reproductions. City may use such reproductions for any City-related purpose, including advertising, educational and promotional materials, brochures, books, flyers, postcards, print, broadcast, film, electronic and multimedia publicity, gifts for the Commission benefactors, documentation of City's Civic Art Collection, and catalogues or similar publications. City shall ensure that such reproductions are made in a professional and tasteful manner, in the sole and reasonable judgment of the Commission. The proceeds from the sale of any such reproductions shall be used to maintain and support City's Civic Art Collection or for any other public purposes that City deems appropriate. The license granted hereunder does not include the right to create 3-dimensional reproductions on items such as tote-bags, T-shirts, coffee mugs and similar merchandise. Such reproductions may only be created pursuant to separate license agreements with Artist.

- iii. **Reproduction for Replacement of Damaged, Destroyed or Stolen Artwork:** If the Artwork was created from digital images and/or electronic data files, and may be reproduced from the same files, the Artist shall provide the City with a copy of all final digital images and electronic data files used to create the Artwork, and hereby grants license to the City to reproduce the Artwork from these files should the Artwork be damaged, destroyed or stolen. The City warrants that the Artwork would only be reproduced under these conditions, and should this occur, the City will make a good faith effort to contact the Artist for consultation purposes regarding the re-fabrication of any portion of the Artwork.
- iv. **Public Records Requests.** Any documents provided by Artist to City are public records and City may authorize third parties to review and reproduce such documents pursuant to public records laws, including the San Francisco Sunshine Ordinance and California Public Records Act.
- c) **Third Party Infringement.** The Commission is not responsible for any third party infringement of Artist's copyright and not responsible for protecting the intellectual property rights of Artist.
- d) **Credit.** Artist hereby agrees that all formal references to the Artwork and any reproductions of the Artwork in any form shall include the following credit: "Collection of the City and County of San Francisco, San Francisco Arts Commission." City shall credit Artist for the Artwork upon publication of any two dimensional reproductions of the Artwork.
- e) **Publicity.** City shall have the right to use Artist's name, likeness, and biographical information, in connection with the display or reproduction and distribution of the Artwork including all advertising and promotional materials regarding City or the Commission. Artist shall be reasonably available to attend any inauguration or presentation ceremonies relating to the public dedication of the Artwork.
- f.) **Trademark.** In the event that City's use of the Artwork creates trademark, service mark or trade dress rights in connection with the Artwork, City shall have an exclusive and irrevocable right in such trademark, service mark, or trade dress.
- g.) **Unique.** Artist warrants that the design of the Artwork is an edition of one, and that neither Artist nor Artist's agents will execute or authorize another to execute another work of the same or substantially similar image, design, dimensions and materials as the Artwork. Artist may create works that utilize or incorporate various individual art elements that comprise the Artwork, so long as the work utilizing or incorporating such individual elements (1) does not consist predominantly of such elements (2) is not the same or substantially similar in image, design, dimensions and materials as the Artwork, and (3) is not displayed in an environment that is the same or substantially similar to the environment in which the Artwork is to be displayed at the Site. This warranty shall continue in effect for a period consisting of the life of Artist plus 70 years or for the duration of the Artwork's copyright protected status, whichever is longer, and shall be binding on Artist and Artist's heirs and assigns. In the case where Artist is comprised of two or more individual persons or a group of people, the measuring life shall be the life of the last surviving individual person comprising Artist. Recognizing that City has no adequate remedy at law for Artist's violation of this warranty, Artist agrees that, in the event Artist breaches this warranty, City shall be entitled to enjoin Artist's breach. Nothing hereunder shall be construed to constrain Artist from creating posters, note cards, or other reproductions of the Artwork.
- h.) **Resale Royalty.** The presumed purchase price of the Artwork under this Agreement is the estimated value of the Artwork provided by the Donor in the Donor Agreement between the City

and the Donor. If City sells the Artwork, City shall pay Artist a resale royalty to the extent required by law, based upon the presumed purchase price and the sale price of the Artwork.

6. Notices to the Parties

a. Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail or by e-mail and shall be addressed as follows:

To Commission:

San Francisco Arts Commission
401 Van Ness Avenue, Suite 325
San Francisco, CA 94102
Attn: Senior Registrar
Phone: (415) 252-2212
E-mail: allison.cummings@sfgov.org

To Artist:

Steven Whyte
P.O. Box 148
Carmel, CA 93921
Phone: 832-521-6045
E-mail: sculptu@earthlink.net

b. Any notice of default must be sent by registered mail.

c. Any change in the designation of the person or address to which submittals, requests, notices and reports shall be delivered is effective when the other party has received written notice of the change.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto
have executed this Agreement on the day first
mentioned above.

CITY

Recommended by:

By _____

Tom DeCaigny
Director of Cultural Affairs
Arts Commission

Approved as to Form:

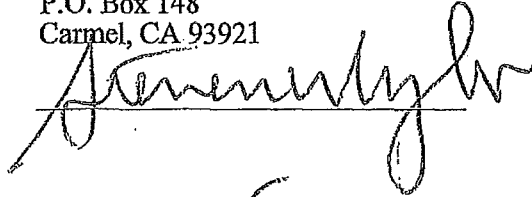
Dennis J. Herrera
City Attorney

By _____
Deputy City Attorney

ARTIST

By

Steven Whyte
P.O. Box 148
Carmel, CA 93921

A handwritten signature in cursive script, appearing to read "Steven Whyte", is written over a horizontal line. The signature is fluid and somewhat stylized.

ARTIST COLLECTIONS FORM

Appendix E

Please print or type answers to be completed before final payment

Return to:
Civic Art Collection Program
San Francisco Arts Commission
401 Van Ness Ave., Suite 325
San Francisco, CA 94102

ARTIST BIOGRAPHY

Artist Surname:		Given Name:	
Birth Date:	Birth Place:		Sex:
Ethnicity: (optional)			
Contact Information: (current address, phone number and e-mail)			
Attach Artist Resume: (curriculum vitae or resume)			

OBJECT INFORMATION

Title of Artwork:
Object Description: (describe the artwork and the components that comprise the complete installation)
Installation Location:
In the interest of history, as well as for future conservation and restoration, should that become necessary, please complete the attached Technical and Maintenance Record Sheet . Describe all materials used to create this work of art, providing trade names wherever possible.

NON-COMMISSIONED WORKS

Provenance: (history of ownership, including dates work was transferred)
--

ARTIST COLLECTIONS FORM

Exhibition History: (list all exhibitions by title, date and museum/gallery name)

ARTIST INTENT

Statement of Intent: (provide any information about the subject of the work, sources of inspiration, ideas expressed in it or historical value relating to the work. You may attach a separate sheet.)

Artist Signature and Date certifies that the information provided is accurate and complete:

Attach photographic documentation of the fabrication and completed artwork for the archive. Digital images on disk are preferred.

3D Artwork Technical Maintenance Record

**Please print or type answers
to be completed before final payment**

Return to:
San Francisco Arts Commission
Civic Art Collection
401 Van Ness Ave., Suite 325
San Francisco, CA 94102

Full Name of Artist:
Title of Artwork:
Date of Execution:
Dimensions:
Artwork Material/s: (List type and brand name for all materials; attach Material Safety and Technical Data Sheets. Include contact names for each supplier and attach warranties when possible. Include Fabrication Documents, ie Mill Certifications. Inspection documentation and other applicable material test results)
Material Thickness:
Welding or Joint Material:
Welding Rod Alloy or Joint Material:
Casting Alloy, Wax Body, Glass or Fiber Type:
Framing Materials and Construction Method: (List type and brand name for all materials; attach Material Safety and Technical Data Sheets. Include contact names for each supplier and attach warranties when possible.)
Technique or Construction Method: (List all architects and fabricators. Attach any warranties or agreements.)

3D Artwork Technical Maintenance Record

Finish: (all anti-graffiti coatings, fixative coatings, fire retardant sprays, etc., attach Material Safety and Technical Data sheets.)
Foundation/Installation Method:
Maintenance and Care of Artwork: (Suggested cleaning agent and procedure; attach Material Safety and Technical Data sheets.)
Placement of Artwork: (cautions regarding sunlight, heat, etc.)
Handling Instructions:
Attach any diagrams and disassembly instructions.

SUMMARY

MAINTENANCE ENDOWMENT AS PROPOSED BY CONSERVATOR & SFAC

CONSERVATION 2017-2037	\$173,600
ARTS COMMISSION MANAGEMENT	\$34,720
MAINTENANCE ENDOWMENT TOTAL	\$208,320

DETAIL

MAINTENANCE SCHEDULE COST - LOCAL CONSERVATOR

Conservator recommends annual maintenance: wash the sculpture with conservation grade detergents, graffiti removal, inspect for active corrosion, minor corrosion passivation, application of protective coatings.			
Year	Parameters		
2017-2036	Conservator (1): 8-16 hours @ \$140.00 per hour		\$2,250
	Technician (1): 16-24 hours @ \$85.00 per hour		\$2,050
	Materials:		\$200
	Administration: 10% total cost		\$500
First Year Total Estimate (direct costs)			\$5,000
20 Year Projected Estimate with 5% annual increase (Direct Costs)			
			\$173,600
	Arts Commission Management		\$34,720
	Total 20 Year Projected Endowment Estimate		\$208,320

File Number: 171070

(Provided by Clerk of Board of Supervisors)

Grant Information Form

(Effective March 2005)

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: Accept and Expend Gift - Comfort Women Justice Coalition - "*Comfort Women's*" *Column of Strength* - \$190,000 and \$208,000

2. Department: Arts Commission

3. Contact Person: Susan Pontious

Telephone: 415-252-2241

4. Grant Approval Status (check one):

Approved by funding agency

Not yet approved

5. Amount of Grant Funding Approved or Applied for: \$208,000

6a. Matching Funds Required: \$0

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

i. Grant Source Agency: Private Gift – Comfort Women Justice Coalition

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

8. Proposed Grant Project Summary: 20 year maintenance and conservation for sculpture "*Comfort Women's*" *Column of Strength*

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

Start-Date: 9/22/17

End-Date: 9/22/37

10. Number of new positions created and funded: 0

11. If new positions are created, explain the disposition of employees once the grant ends? N/A

12a. Amount budgeted for contractual services: \$173,600

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

c. If so, will contract services help to further the goals of the department's MBE/WBE requirements? Yes

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

13a. Does the budget include indirect costs? Yes No

b1. If yes, how much? \$34,720

b2. How was the amount calculated? Estimated cost of administrative/staff time based on past projects

c. 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?

14. Any other significant grant requirements or comments:

Please see appendix C in donor contract agreement for project budget

****Disability Access Checklist****

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

Existing Site(s)

Existing Structure(s)

Existing Program(s) or Service(s)

Rehabilitated Site(s)

Rehabilitated Structure(s)

New Program(s) or Service(s)

New Site(s)

New Structure(s)

16. The Departmental ADA Coordinator and/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 access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

Comments:

Departmental or Mayor's Office of Disability Reviewer:

Rebekah Krell
(Name)

Date Reviewed: October 25, 2017

Department Approval:

Rebekah Krell
(Name)

Deputy Director of Cultural Affairs & CFO
(Title)

(Signature)

File # 171070

San Francisco Arts Commission

Full Commission - January 9, 2017 - Minutes

Meeting Date:

January 9, 2017 - 2:00pm

Location:

City Hall Room 416
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
United States

MEETING OF THE FULL ARTS COMMISSION

Monday, January 9, 2017

2:00 p.m.

City Hall Room 416
1 Dr. Carlton B. Goodlett Place

Minutes

Commission President JD Beltran called the meeting to order at 2:05 p.m.

1. Roll Call

Commissioners Present

JD Beltran, President
Roberto Ordeñana, Vice President
Gregory Chew
Charles Collins
Simon Frankel
Dorka Keehn
Abby Sadin Schnair
Marcus Shelby
Janine Shiota
Barbara Sklar
Lydia So
Kimberlee Stryker
Paul Woolford

Commissioners Absent

Sherene Melania
Jessica Silverman
Rich Hillis, ex officio

2. Approval of Minutes

There was no public comment, and the minutes were unanimously approved as follows.

RESOLUTION NO. 0109-17-001: Motion to approve December 5, 2016 Minutes.

3. General Public Comment

President Beltran announced that the Commission would not consider the content of the plaque for the Comfort Women memorial at this meeting, only the design, and she called for general public comment. There was none.

4. Director's Report

Mr. DeCaigny reported on current activities of the agency, including the Galleries' show, Not Alone, Exploring Bonds Between and With Members of the Armed Forces; a temporary installation in the Civic Center, and a new art program for Muni. He reported sadly on the recent passing of Chicano stencil artist Michael Roman at 60.

Mr. DeCaigny asked Deputy Director Rebekah Krell to review the budget timeline and process. Finally, Mr. DeCaigny reported that he will be meeting with the newly elected (and appointed) Supervisors to acquaint them with the Arts Commission's work.

There was no public comment.

5. Committee Reports and Committee Matters**1. Civic Design Review Committee—Kimberlee Stryker, Chair**

1. Commissioner Stryker reported that the Committee had a relatively short meeting, and reviewed four projects.

There was no public comment.

2. Visual Arts Committee—Dorka Keehn, Chair

1. Commissioner Keehn reported that the Committee also had a short meeting, and reviewed several projects, including the design of the Comfort Women memorial. She reported that the Committee also heard a year-end report on the activities of the Civic Art Collection.

There was no public comment.

3. Community Arts, Education and Grants Committee—Sherene Melania, Chair

1. In the absence of Commissioner Melania, Vice President Ordeñana reported that the Committee did not meet, and he presented the following motions; Mr. DeCaigny gave some background on each. There was no public comment, and the motions were approved as follows.

RESOLUTION NO. 0109-17-002: Motion to enter into a grant agreement with Richmond District Neighborhood Center for an amount not to exceed \$20,000 to support the production of the Clement Street Art Walk.

2. **RESOLUTION NO. 0109-17-003:** Motion to enter into a grant agreement with Intersection for the Arts as fiscal sponsor for Uphill Arts for an amount not to exceed \$56,000 for Where Art Lives.

3. **RESOLUTION NO. 0109-17-004:** Motion to approve the following panelists to serve, as selected by staff, on SFAC review panels for the 2016-17 and 2017-18 fiscal years:
 - Rotimi Agbabiaka, artist
 - Quinton Cabellon, consultant
 - Genise Choy, Assistant Project Manager, Chinatown Community Development Center
 - Jaime Cortez, artist
 - Brad Erickson, Executive Director, Theatre Bay Area
 - Adam Fong, Executive Director, Center for New Music
 - Jay-Marie Hill, independent arts administrator
 - Rhiannon MacFadyen, Co-Director, Emerging Arts Professionals San Francisco/Bay Area
 - Rebeca Mauleón, Director of Education, SF Jazz
 - D. Scott Miller, artist
 - Ron P. Muriera, Commissioner, San Jose Arts Commission
 - Nancy Ng, Director of Community Engagement, Luna Dance Institute
 - Alleluia Panis, Executive and Artistic Director of Kùlarts; independent choreographer and director
 - Randee Paufve, Artistic Director, Paufve | dance
 - John Priola, artist, educator
 - Jack Tse, Real Estate Consultant, Northern California Community Loan Fund

6. Consent Calendar

President Beltran called for a vote on the Consent Calendar. There was no public comment, and the Consent Calendar was approved unanimously as follows.

RESOLUTION NO. 0109-17-005:

Approval: RESOLVED, that this Commission does hereby adopt the following items on the Consent Calendar and their related Resolutions:

Approval of Committee Minutes

1. **RESOLUTION NO. 0109-17-006:** Motion to approve the Civic Design Review Committee Meeting Minutes of December 12, 2016.

2. **RESOLUTION NO. 0109-17-007:** Motion to approve the Visual Arts Committee Meeting Minutes of December 21, 2016.

Civic Design Review Committee Recommendations (December 12, 2016)

3. **RESOLUTION NO. 0109-17-008:** Motion to approve Phase 3 of the Yerba Buena Island Water Tanks project.

4. **RESOLUTION NO. 0109-17-009:** Motion to approve Phases 2 and 3 of the San Francisco Airport ("SFO") Consolidated Administrative Campus project.

5. **RESOLUTION NO. 0109-17-010:** Motion to approve Phase 1 of the San Francisco Fire Department Ambulance Deployment Facility project contingent upon: 1) investigating the possibility of windows on the third floor of the Jerrold Avenue facing walls; 2) using glazed walls in the courtyard; 3) not using

supergraphics but integrating signage on the McKinnon Avenue gate; 4) exploring different materials that are more economical; 5) considering the reassessment of internal programming to allow for more light; and 6) using similar design features and/or materials on the building and garage to represent one complex.

6. **RESOLUTION NO. 0109-17-011:** Motion to approve Phase 1 of the San Francisco Airport ("SFO") Long Term Parking Lot #2 project contingent upon: 1) developing detailed section and plan drawings of the landscape plaza façade; 2) investigating the façade treatments along the public realm; 3) integrating a program to the stairwells and tying portals and vertical circulation points for greater cohesion; 4) working with the selected public art artist to develop ideas early in the design; and 5) consider Roberto Burle Marx as inspiration and precedent for the ground plane patterning and/or towers for plant display.

Visual Arts Committee Recommendations (December 21, 2016)

7. **RESOLUTION NO. 0109-17-012:** Motion to approve the sculpture design of the Comfort Women Memorial, designed by Steven Whyte, as an intended gift to the City by the Comfort Women Justice Coalition for installation in St. Mary's Square Extension. Design approval is exclusive of plaque or other signage text. The value of the gift inclusive of artist fees and fabrication cost is estimated to be up to \$205,000.
8. **RESOLUTION NO. 0109-17-013:** Motion to approve the selected artist Owen Smith for the Rossi Pool Improvement Project as recommended by the selection panel.
9. **RESOLUTION NO. 0109-17-014:** Motion to authorize the Director of Cultural Affairs to enter into contract with Owen Smith for design and construction documents of an artwork for the Rossi Pool Improvement Project in an amount not to exceed \$58,250.
10. **RESOLUTION NO. 0109-17-015:** Motion to approve Public Art Project Plan for the Westside Pump Station Reliability Improvements Project.
11. **RESOLUTION NO. 0109-17-016:** Motion to authorize the Director of Cultural Affairs to increase Jason Jagel's contract from \$40,000 to \$50,000 (an increase of \$10,000) for the design, fabrication and installation of a barricade wall mural artwork for the San Francisco International Airport: Temporary Terminal 1. The contract amount has been increased to account for a larger-scale project than initially anticipated due to design changes with Temporary Terminal 1.
12. **RESOLUTION NO. 0109-17-017:** Motion to authorize the Director of Cultural Affairs to take action, without resolution of the Commission, on the approval of StreetSmARTS mural designs.

7. New Business and Announcements

Mr. DeCaigny reported that he planned to represent San Francisco at the national meeting of the United States Urban Arts Federation in Phoenix. He reported on efforts to improve safety in do-it-yourself artist spaces without forcing artists out, in the wake of the awful fire at Oakland's Ghost Ship.

Commissioners announced two upcoming art fairs: the Fog Design+Art Fair, and the Untitled art fair, January 12-15, and Director of Communications Kate Patterson-Murphy announced a third, Photofairs San Francisco, January 27-29.

Commissioner Chew announced a new exhibit at the Asian Art Museum. Mr. DeCaigny welcomed the appointment

of Gordon Knox as president of the San Francisco Art Institute.

There was no further news or announcements, and there was no public comment.

8. Adjournment

There being no further business, the meeting was adjourned at 2:46 p.m.

posted 1/23/17, 6:00 p.m. spr

approved 2/6/17

Language Accessibility

Translated written materials and interpretation services are available to you at no cost. For assistance, please notify Commission Secretary Sharon Page Ritchie, 415-252-2256, sharon.page_ritchie@sfgov.org.

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Ang mga materyales na nakasalin sa ibang wika at ang mga serbisyong tagapagsalin sa wika ay walang bayad. Para sa tulong, maaring i-contact si Commission Secretary Sharon Page Ritchie, 415-252-2256, sharon.page_ritchie@sfgov.org.

San Francisco Arts Commission

Full Commission - February 6, 2017 - Minutes

Meeting Date:

February 6, 2017 - 2:00pm

Location:

City Hall Room 416
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
United States

MEETING OF THE FULL ARTS COMMISSION

Monday, February 6, 2017

2:00 p.m.

City Hall Room 416

1 Dr. Carlton B. Goodlett Place

Minutes

Commission President JD Beltran called the meeting to order at 2:10 p.m.

1. Roll Call

Commissioners Present

JD Beltran, President
Roberto Ordeñana, Vice President
Gregory Chew
Charles Collins
Simon Frankel
Dorka Keehn
Sherene Melania
Abby Sadin Schnair
Janine Shiota
Jessica Silverman
Lydia So
Kimberlee Stryker
Paul Woolford

Commissioners Absent

Marcus Shelby
Barbara Sklar
Rich Hillis, ex officio

President Beltran announced that she would take agenda items 4 and 5, the Director's Report and the FY2017-2018 and 2018-2019 budget, respectively, after the Committee Reports and Consent Calendar.

2. Approval of Minutes

There was no public comment, and the minutes were unanimously approved as follows.

RESOLUTION NO. 0206-17-018: Motion to approve January 9, 2017 Minutes.

3. General Public Comment

Former District 1 Supervisor Eric Mar thanked the Commission for its leadership, particularly in light of new federal threats to the arts.

He wanted to recognize the many people in attendance who had spent years building the Rape of Nanjing Redress Coalition, a largely Chinese-American group, and who felt that it was important to expand to a pan-Asian and women-led organization, the "Comfort Women" Justice Coalition; as a man, he was very proud to be an ally. He thanked Mayor Lee and First Lady Anita Lee for their support, and said that the pan-Asian coalition that came together focused on breaking silence and giving voice to people without a voice. He credited the leadership of women in developing language for a fitting universal memorial to say "never again" to the trafficking of women and girls and to rape culture. He thanked Commissioner Keehn and the Visual Arts Committee, Mr. DeCaigny and Public Art Program Director Susan Pontious for their work behind the scenes. He named some of the groups active in the coalition, including Japanese-American organizations such as Asian Americans for Peace and Justice and Nikkei for Civil Rights and Redress, as well as many Japanese-American leaders.

There was no further public comment.

4. Committee Reports and Committee Matters**1. Executive Committee—JD Beltran, Chair**

1. President Beltran reported that the Committee spent most of its time on an extensive discussion of the proposed budget for 2018-2018 and 2018-2019 which appears later in today's agenda.

The Committee also received an update on the Americans for the Arts conference to be held for the first time in San Francisco June 15-18 this year.

There was no public comment.

2. Civic Design Review Committee—Kimberlee Stryker, Chair

1. Commissioner Stryker reported that the Committee approved three projects, including the Central Shops facility, the hotel at San Francisco Airport, and the West Side Pump station at Sloat Boulevard and the Great Highway. She added that the Committee discussed where to place the public art for the project. Commissioner Schnair praised the architects for their accomplishments within the project's constraints, and noted that the artwork on the original structure will be moved to a new site where it will look much better.

There was no public comment.

3. Visual Arts Committee—Dorka Keehn, Chair

1. Commissioner Keehn was very pleased that the text for the "Comfort Women" memorial had been approved, with the participation of a variety of groups. Mr. DeCaigny noted that there was one edit to the Visual Arts Committee minutes in the memorial text, changing "so-called" to "euphemistically called."

Commissioner Keehn reported that the Committee discussed celebrations of the fiftieth anniversary of the "Summer of Love." She also reported that the Committee discussed a large new development at 1500 Mission Street which will house City offices, including the Planning and Building Inspection departments. It is expected to generate some \$4 million in public art funds, likely for projects in the entryway and first floor areas.

There was no public comment.

4. Community Arts, Education and Grants Committee—Sherene Melania, Chair

1. Commissioner Melania reported that the Committee did not meet, and she presented the following motion. There was no public comment, and the motion was approved as follows.

RESOLUTION NO. 0206-17-020: Motion to approve the following panelists to serve, as selected by staff, on SFAC review panels for the 2016-17 and 2017-18 fiscal years:

Kayan Cheung-Miaw, independent cartoonist, teaching artist

Lily Tung Crystal, Founding Artistic Director, Ferocious Lotus Theatre Company

Nizhoni Ellenwood, mixed media artist

David Inocencio, Program Founder and Director, The Beat Within

Avanna Lawson, visual artist

Peggy Simmons, Founding Director and Lead Facilitator, Green Windows

5. Street Artists Committee—Barbara Sklar, Chair

1. In the absence of Commissioner Sklar, Commissioner Shiota reported that the Committee heard an update from the working group on efforts to modernize the program. She reported that they also held a hearing on violations of program rules by artist Steven Pogni. She reported that the Committee will take action in a future meeting.

There was no public comment.

5. Consent Calendar

President Beltran severed item 1 on the Consent Calendar, regarding the Visual Arts Committee minutes, making the correction to the text for the "Comfort Women" memorial, changing "so-called" to "euphemistically called." She called for public comment on the Consent Calendar.

Public Comment:

Kathleen Kimura spoke, following up on her prior written communications. She said that she has been involved in the international community in San Francisco for 40 years, and she wanted to draw the Commission's attention to a factually incorrect statement that the history of the "comfort women" was hidden. She described two books on the subject published in 1949 and 1973, which she said she had presented to the Commission, and to Mayor Lee, and that there were three publications prior to 1990. She requested the deletion of that sentence in the inscription on the memorial plaque in the interest of accuracy. Additionally, she said that it was probably more accurate to say

that many did survive to tell the story, rather than that most of the women died.

Judith Mirkinson, Vice President of the Board of Directors of the National Lawyers Guild, San Francisco Bay Area Chapter, said that “hidden” was the right word because the survivors were shamed into silence because they were continuously raped. She said that it wasn’t until the development of a large and vocal women’s movement that these women, then in their 50’s and 60’s, came forward. She said that an estimated 80-90% of the women were killed in the war, that women couldn’t survive being raped as much as 20 to 40 times in a day, and that many of those who did survive rape were killed outright afterwards. She called for a rejection of denialism and “fake history,” and for the Commission to ally itself with the international community in saying that this is what actually happened.

There was no further public comment and the minutes were unanimously approved as follows.

RESOLUTION NO. 0206-17-022: Motion to approve the corrected Visual Arts Committee Meeting Minutes of January 18, 2017.

President Beltran severed item 4 of the Consent Calendar, regarding the text of the plaque for the “Comfort Women” memorial. She called for a vote on the remainder of the Consent Calendar, items 2, 3 and 5 through 16. There was no public comment, and the remainder of the Consent Calendar was approved unanimously as follows.

RESOLUTION NO. 0206-17-021:

Approval: RESOLVED, that this Commission does hereby adopt the following items on the Consent Calendar and their related Resolutions:

1. Visual Arts Committee Recommendations (January 18, 2017)

RESOLUTION NO. 0206-17-023: Motion to authorize the Director of Cultural Affairs to increase Magna Chrome’s contract from \$418,945 to \$562,701 (an increase of \$143,756) for the fabrication of 65 additional artwork reproductions for Zuckerberg San Francisco General Hospital and Trauma Center.

2. RESOLUTION NO. 0206-17-024: Motion to approve the updated list of artworks for purchase and display inside the new Office of the Chief Medical Examiner:

Sure Blue, Oil on wood panel, 44 in. by 51 in., by Suzy Barnard

Preferring the poetic, Acrylic, 50 in. by 40 in., by Elaine Coombs

Rodeo Beach Sunny, Oil on paper, 20 in. by 30 in., by Stanley Goldstein

Rise-Fall, Acrylic on canvas, 48 in. by 48 in., by Beryl Landau

Twin Palms, Acrylic on canvas, 24 in. by 24 in., by Beryl Landau

Mt. Diablo from San Bruno Mountain, Acrylic on canvas, 24 in. by 24 in., by Beryl Landau

Walking Along, Acrylic on canvas, 24 in. by 24 in., by Beryl Landau

Gateway, Acrylic on canvas over panel, 36 in. by 24 in., by Alan Mazzetti

Higher Heights, Acrylic, 48 in. by 44 in., by Alan Mazzetti

Dune Trail, Photography, 24 in. by 36 in., by Wendell Shin

Man and His Best Friend, Photography, 20 in. by 30 in., by Wendell Shin

Dumbarton Bridge – 3, Photography, 32 in. by 40 in., by Donna J. Wan

3. RESOLUTION NO. 0206-17-026: Motion to approve a temporary sculpture installation, titled *Tide/Untied*, by artists MoreLab. The sculpture will be composed of COR-TEN steel rail which will stand at 15-1/2 ft. by 13-1/2 ft. by 34 ft. and will be on exhibit at the entrance of Fort Mason Center for a duration of seven years, commencing July 2017 through July 2024. The artwork is commissioned by Fort Mason Art and Culture Center and will not become part of the Civic Art Collection.

4. **RESOLUTION NO. 0206-17-027:** Motion to approve the final poster designs for Deborah Aschheim's Art on Market Street Kiosk Poster Series, *The Zeitgeist*, on view February 13–May 12, 2017.
5. **RESOLUTION NO. 0206-17-028:** Motion to approve the public art project outline for Willie Woo Woo Wong Playground.
6. **RESOLUTION NO. 0206-17-029:** Motion to approve the following artworks for reproduction and installation at the Zuckerberg San Francisco General Hospital and Trauma Center as recommended by the Selection Panel:
- Lennell Allen: *Ocean Beach at Noriega #285; Ocean Beach at Pacheco #165*
 Radcliff Bailey: *Between Two Worlds*
 Jennifer Bain: *Paradise*
 Louisiana Bendolph: *Triangles (After Annie E. Pettway)*
 Mary Lee Bendolph: *Get Ready*
 Chris Brown: *Corner*
 Lynette Cook: *Chinatown-Donaldina Cameron Alley; Out to Dry; Rigging the Line; Study of Stripes*
 Elaine Coombs: *Daybreak 3; For What Comes Next*
 Binh Danh: *El Capitan, Yosemite, CA May 22, 2012; Yosemite Falls, March 8, 2012*
 Peter de Lory: *Couple Yosemite Falls 1990s*
 Sara Ferguson: *Angel Island, CA*
 Frances Freyberg Blackburn: *Big Basin; Iris River, Japan*
 Annie Galvin: *7 Hills*
 Stanley Goldstein: *Field and Fence; Marin Field; Panhandle Park*
 Phillip Hua: *Don't Forget Your Bonds; Magnolia (with Tiffany)*
 Diane Jacobs: *Moon Cloud Hillside; Mt. Hood and Summer Sun*
 Hiroyo Kaneko: *Bathing #50, Bathing #2*
 Lisa Levine: *28 Days of Water; Vertical Waters*
 Joann Lindelof: *Waiting for a Ride*
 Hung Liu: *Luzao (Stove)*
 Cybele Lyle: *Blue Crush; Blue Grain*
 Paul Madonna: *AOC555; AOC599*
 Vanessa Marsh: *Landscape #1; Landscape #8; Landscape #21; Landscape #22*
 Nikki McClure: *To Market To Market*
 Robert Minervini: *As the Wick Burns (Still Life with California Endangered Species); United by Fate (Still Life with California Endangered Species)*
 Naoki Onodera: *Ocean Beach; Pool Party; Ukiah*
 Kelly Ording: *Arronax; Ovid*
 Maria Park: *CN2_5*
 Eric Rewitzer: *10am; Good Morning Sunset; Mavericks*
 Lance Rivers: *Bridge*
 Regina Stadnik: *Deviled Eggs, Making Mushroom Soup*
 Miriam Stahl: *Odetta; Tool Lending Library; Untitled*
 Jason Tannen: *Two Shirts*
 June Yokell: *Another Day; Bolinas Bay; Pink Marsh; Walking on My Own*
7. **RESOLUTION NO. 0206-17-030:** Motion to pay the following artists an honorarium of \$1,500 per image in return for license to the City to make limited edition reproductions and up to \$400 for scanning costs. Their artworks will be on display in public waiting rooms and corridors at the Zuckerberg San Francisco General

Hospital and Trauma Center:

Lennell Allen
Radcliff Bailey
Jennifer Bain
Louisiana Bendolph
Mary Lee Bendolph
Chris Brown
Lynette Cook
Elaine Coombs
Binh Danh
Peter de Lory
Sara Ferguson
Frances Freyberg Blackburn
Annie Galvin
Stanley Goldstein
Phillip Hua
Diane Jacobs
Hiroyo Kaneko
Lisa Levine
Joann Lindelof
Hung Liu
Cybele Lyle
Paul Madonna
Vanessa Marsh
Nikki McClure
Robert Minervini
Naoki Onodera
Kelly Ording
Maria Park
Eric Rewitzer
Lance Rivers
Regina Stadnik
Miriam Stahl
Jason Tannen
June Yokell

8. **RESOLUTION NO. 0206-17-031:** Motion to approve the selected artist Marc Fornes/THEVERYMANY and proposal for the SFO Consolidated Administrative Campus—Phase 1 Building Public Art Project, pending approval of the Airport Commission.

9. **RESOLUTION NO. 0206-17-032:** Motion to authorize the Director of Cultural Affairs to enter into contract with artist Marc Fornes/THEVERYMANY for an amount not to exceed \$400,000 for design, fabrication, transportation and installation consultation of an artwork for the SFO Consolidated Administrative Campus —Phase 1 Building, pending approval of the Airport Commission.

10. **RESOLUTION NO. 0206-17-033:** Motion to approve project outline for the 1500 Mission Street Office Building.

11. **RESOLUTION NO. 0206-17-034:** Motion to approve Construction Document Phase deliverables by Leo

Villareal for an artwork for the Moscone Expansion Project.

Civic Design Review Committee Recommendations (January 23, 2017)

12. **RESOLUTION NO. 0206-17-035:** Motion to approve Phase 3 of the San Francisco Central Shops Replacement Facilities (Selby-Galvez Site).
13. **RESOLUTION NO. 0206-17-036:** Motion to approve Phase 1 of the SFO Airport Hotel Project contingent upon: 1) studying suitable green roof plans; 2) investigating signage options, including reducing the size and incorporating airport signage materials; 3) further developing the entry canopy structure design; 4) finding design alternatives for the tower fins; 5) studying alternatives to the quercus agrifolia tree species; and 6) studying alternatives for landscape design where grid of trees was proposed.
14. **RESOLUTION NO. 0206-17-037:** Motion to approve Phase 2 of the Westside Pump Station Reliability Improvements Project contingent upon: 1) the relocation of the louver on the Great Highway façade; and 2) further discussion of the location for public art.

President Beltran then took up agenda item 4, the text of the "Comfort Women" memorial plaque. She agreed with Ms. Kimura that the history had not been completely hidden, and proposed changing "hidden" to "largely hidden." She then read the text in its entirety, incorporating that change, and called for public comment.

Public Comment:

A speaker thanked the Commission for being very sensitive and considerate, and said she was very touched by how seriously they have taken this matter. She said that she supported the adoption of the text, because so many of the women have died and she didn't want to delay the monument any further. She said that she was from Shanghai, and was born during World War II. She said that she wanted the surviving women to see the memorial, and that it is never divisive to tell the truth.

Retired Judge Julie Tang, Co-Chair of the "Comfort Women" Justice Coalition, thanked the Commission for its support, and expressed her deep appreciation of the staff. She appreciated the support and help of Mr. DeCaigny in facilitating the process, and she praised the work of Ms. Pontious and of Director of Communications Kate Patterson-Murphy, calling the Arts Commission's staff "five-star." She asked to change the word "crusade," noting its divisive and controversial connotations and history, and suggested "call for action" instead. She also endorsed the change from "so-called" to "euphemistically," noting the recent dismissive use in referring to a "so-called judge." Judge Tang noted that she was born after, but very close to, the end of World War II. She said that she knew the Commission had been bombarded with e-mails, and that many came from a single source in Japan, a denialist group which calls the women prostitutes. She urged the Commission to go beyond that, noting that not only were they artistically inclined, but now they were being called on to be social justice activists.

Richard Ow supported the comments of the previous speakers, calling them leaders in San Francisco, not only in the Chinatown community. He said that he had served as a United States Army soldier in the Korean War, and that the U.S. comfort stations provided showers, clean clothes and good meals; he said "comfort" had a very different meaning for the Japanese Imperial Army. He asked the Commission to pass the motion quickly.

There was no further public comment.

Commissioner Keehn suggested removal of the phrase "call for action," simplifying the final sentence. The Commission agreed, and the motion was unanimously approved as follows.

RESOLUTION NO. 0206-17-025: Motion to approve the text as further revised for the identification plaque for the "Comfort Women" Memorial, entitled *Women's Column of Strength*, designed by Steven Whyte. The memorial is an intended gift to the City from the "Comfort Women" Justice Coalition to be installed in St. Mary's Square Extension. The text reads as follows: "This monument bears witness to the suffering of hundreds of thousands of women and girls, euphemistically called 'Comfort Women,' who were sexually enslaved by the Japanese Imperial Armed Forces in thirteen Asian-Pacific countries from 1931 to 1945. Most of these women died during their wartime captivity. This dark history was largely hidden for decades until the 1990s, when the survivors courageously broke their silence. They helped move the world to declare that sexual violence as a strategy of war is a crime against humanity for which governments must be held accountable. This memorial is dedicated to the memory of these women, and to eradicating sexual violence and sex trafficking throughout the world."

6. Director's Report

Mr. DeCaigny thanked everyone for their efforts in getting to the final language for the memorial plaque.

He reported on activities of the agency, including the recent workshop in connection with the Galleries' current exhibition *Not Alone: Exploring Bonds Between and With Members of the Armed Forces*, and the recent opening of the Galleries' City Hall ground floor photography show, *Jim Marshall's 1967*. Mr. DeCaigny explained that the show includes iconic music photographs, including Jimi Hendrix burning his guitar, and is part of the Bay Area-wide celebration of the fiftieth anniversary of the Summer of Love; he noted that a full calendar is at summeroflove2017.com. President Beltran praised the show, and Galleries Director Meg Shiffler, noting that Mr. Marshall is the only photographer to have received a Grammy award. Mr. DeCaigny also introduced Maysoun Wazwaz, a new member of the Galleries' staff, who came most recently from the San Francisco Museum of Modern Art.

Mr. DeCaigny invited Senior Registrar Allison Cummings to present her report on activities of the Collections program during the 2015-2016 fiscal year; this report was previously presented to the Visual Arts Committee. She reviewed the historic increases in the capital budget for the care of the Civic Art Collection in recent years, an acknowledgment by the City that these are important assets worth protecting and caring for; Commissioner Keehn noted that in 2011 the budget was only about \$15,000, and last year it was over \$500,000. Ms. Cummings gave a brief overview of the budget, noting that storage costs were high last year because of the agency's move from 25 Van Ness to 401 Van Ness. She reported on some of the artworks that were repaired or restored. She also reported that 269 artworks were added to the Collection, and 212 new digital records were created. Finally, she reported that the Coit Tower restoration was honored with an award from the Governor as an exceptional achievement. Ms. Cummings thanked the great staff of the Collections team: Ms. Pontious, Project Manager Jennifer Correia and Program Associate Jennifer Doyle Crane.

Mr. DeCaigny thanked the Mayor's office for championing a more appropriate level of funding for the care of the Collection.

He reported on the recent Arts Education Resource Fair, presented in partnership with the Asian Art Museum and the San Francisco Unified School District, and he reported on the temporary installation on Civic Center Plaza of *Sui Sui Ping An*, six colorful LED-lit bamboo lanterns by Hong Kong artist Freeman Lau, in partnership with the Hong Kong Trade Alliance. He thanked Special Projects Director Jill Manton and Program Associate Aleta Lee for their work on the project, and President Beltran for speaking at the dedication. President Beltran praised Ms. Patterson-Murphy for a great job getting the word out on the Commission's work.

President Beltran noted that she had inadvertently failed to sever item 5 on the Consent Calendar, regarding the temporary installation of *Tide/Untied* at Fort Mason Center; she is on the board of directors of Fort Mason and needed to recuse herself from consideration of the item. She asked the Commission to reconsider the item and she left the room at 3:19 p.m.

Vice President Ordeñana called for reconsideration of the following motion. There was no public comment, and the motion was unanimously approved, with the recusal of President Beltran.

RESOLUTION NO. 0206-17-026: Motion to approve a temporary sculpture installation, titled *Tide/Untied*, by artists MoreLab. The sculpture will be composed of COR-TEN steel rail which will stand at 15-1/2 ft. by 13-1/2 ft. by 34 ft. and will be on exhibit at the entrance of Fort Mason Center for a duration of seven years, commencing July 2017 through July 2024. The artwork is commissioned by Fort Mason Art and Culture Center and will not become part of the Civic Art Collection.

President Beltran returned to the meeting room at 3:20 p.m.

7. Arts Commission FY 2017-2018 and 2018-2019 Draft Budget

Deputy Director Rebekah Krell presented the proposed budget, which is due to the Mayor's Office on February 21. The budget and memo were reviewed in detail by the Executive Committee. Ms. Krell reviewed the timeline and process, along with the budget documents.

The Commission discussed the budget. In response to questions about the Citywide deficit, Ms. Krell explained that it was influenced by a variety of factors, including set-asides and restrictions approved in the recent election, and salaries and pensions. She offered to send a written overview to Commissioners.

President Beltran observed that the Commission was fortunate to have added a staff position last year, through the efforts of Mr. DeCaigny and Ms. Krell. Mr. DeCaigny pointed out that this position, the capital analyst, has not yet been filled, but hopefully will be in the next few months. The position is intended to address the capital needs of the Cultural Centers, and to help with more effectively determining the revenues of the percent-for-art for public projects, as well as working with Civic Design Review.

The Commission discussed the impact of potential cuts in federal funds. Ms. Krell reported that the Mayor's Office was following this question closely for all departments. Mr. DeCaigny added that the National Endowment for the Arts grants close to \$2 million annually in San Francisco. He reported that at the Western States Arts Federation ("WESTAF") meeting he recently attended, the feeling was that cuts were quite likely, and WESTAF is monitoring the situation. Ms. Krell added that the City prepares a six-month report every year, and if needed, any midyear budget cuts could come after that report. Mr. DeCaigny pledged to continue to monitor the situation. President Beltran noted that San Francisco and California have strong and brilliant leaders protecting the interests of the City and the State.

President Beltran praised the efforts of Ms. Krell and Mr. DeCaigny on preparing the budget. There was no public comment, and the motion was unanimously approved as follows.

RESOLUTION NO. 0206-17-019: Motion to approve proposed Fiscal Year 2017-2018 and 2018-2019 Arts Commission budget.

8. New Business and Announcements

Commissioner Shiota reported the formation of a new group in response to the fire at Oakland's Ghost Ship, We the Artists of the Bay Area ("WABA"), working to insure the safety and long-term availability of spaces for artists. She announced the website, artiststofthebay.org.

There was no further news or announcements, and there was no public comment.

9. Adjournment

There being no further business, the meeting was adjourned at 3:41 p.m.

posted 2/17/17, 5:45 p.m. spr

approved 3/6/17

Language Accessibility

Translated written materials and interpretation services are available to you at no cost. For assistance, please notify Commission Secretary Sharon Page Ritchie, 415-252-2256, sharon.page_ritchie@sfgov.org.

我們將為閣下提供免費的書面翻譯資料和口譯服務。如需協助, Commission Secretary Sharon Page Ritchie, 415-252-2256, sharon.page_ritchie@sfgov.org.

Materiales traducidos y servicios de interpretación están disponibles para usted de manera gratuita. Para asistencia, notifique a Commission Secretary Sharon Page Ritchie, 415-252-2256, sharon.page_ritchie@sfgov.org.

Ang mga materyales na nakasalin sa ibang wika at ang mga serbisyong tagapagsalin sa wika ay walang bayad. Para sa tulong, maaring i-contact si Commission Secretary Sharon Page Ritchie, 415-252-2256, sharon.page_ritchie@sfgov.org.

File # 171070
Received in Committee
11/2/17
Jr

Good morning! Board members, ladies and gentlemen:

- 1) I am Tokuko Hirano and I am here speaking against accepting comfort women artwork.
- 2) I am very angry because you are all labeling my father as a rapist. My father went to the war and fought for his country. How do you feel if your father who fought for America was later called "rapist"?
- 3) I am very angry because Judge Lillian Sing said: "Japan has not apologized." That is a lie.
- 4) In 1993, both Prime Minister Miyazaki and Chief Cabinet Secretary Kōno apologized.
- 5) In 1994, Prime Minister Murayama apologized. Then, he even provided a signed apology to each survivor.
- 6) In 2015, Prime Minister Abe again apologized.

How much money was given to the comfort women?

- 7) In 1965, Japan paid 800 million to South Korea. In those days, many Japanese family were still poor. Just to buy eggs and milk, my mother went to work. When I was only 6 and coming home from school, I found myself being alone. I cried. Yet, the Japanese government gave the money to South Korea by collecting the tax even from the poorest of the poor in Japan.
- 8) In 1994, again, Japan paid 10 million to support all ex-comfort women.
- 9) In 2016, again, Japan paid another 8 million to South Korea. This was supposed to be a "final and irreversible" agreement between Japan and South Korea to settle the comfort women issue.
- 10) That means no more complaints and no more comfort women statues in any place on earth.
- 11) Has the South Korean government kept the promise? NO~~~~!
- 12) Judge Sing said: "Japan is very afraid of the truth."
- 13) Is Japan afraid of the truth? NO~~!
- 14) The truth is the story of comfort women has started from a fiction written by a fiction writer.
- 15) In 2011, the Korea Times wrote: "Korean prostitution in the US is out of control."

Yes, that is the truth and yes, you should believe the truth.

Wong, Linda (BOS)

From: Krell, Rebekah (ART)
Sent: Wednesday, November 01, 2017 4:35 PM
To: Wong, Linda (BOS)
Subject: FW: Supervisor Kim-Resolution- [Accept and Expend Gift - Comfort Women Justice Coalition - "Comfort Women's" Column of Strength - \$190,000 and \$208,000]
Attachments: Comfort Women Signed Gift Agreement.pdf
Importance: High

Hi Linda,

Per your request, below please find the text of the motions as well as a link to the minutes. Please let me know if you need anything further. Thanks!

Rebekah

Rebekah Krell
Deputy Director of Cultural Affairs
Chief Financial Officer

San Francisco Arts Commission
401 Van Ness Avenue, Suite 325
San Francisco, CA 94102
T: 415-252-2238 F: 415-934-1020
sfartscommission.org

[_Newsletter](#) | [Twitter](#) | [Facebook](#) | [YouTube](#) | [Flickr](#)

From: Krell, Rebekah (ART)
Sent: Thursday, October 05, 2017 1:53 PM
To: Lopez, Barbara (BOS)
Subject: FW: Supervisor Kim-Resolution- [Accept and Expend Gift - Comfort Women Justice Coalition - "Comfort Women's" Column of Strength - \$190,000 and \$208,000]

Hi Bobbi,

Per your request, attached please find a copy of the signed gift agreement. The link to our full commission minutes are below, as well as the text accompanying the resolution numbers. I did notice that the agreement is dated August 8, and the A&E text has the August 3 date, in addition to the title discrepancy you pointed out. Please let me know if we need to request an amendment to the legislation in committee to clarify these details. Thank you!

Best,

Rebekah

Meeting of the Full Arts Commission, Monday, January 9, 2017

RESOLUTION NO. 0109-17-012: Motion to approve the sculpture design of the Comfort Women Memorial, designed by even Whyte, as an intended gift to the City by the Comfort Women Justice Coalition for installation in St. Mary's Square Extension. Design approval is exclusive of plaque or other signage text. The value of the gift inclusive of artist fees and fabrication cost is estimated to be up to \$205,000

<http://sfgov.org/arts/meeting/full-commission-january-9-2017-minutes>

Meeting of the Full Arts Commission, Monday, February 6, 2017

RESOLUTION NO. 0206-17-025: Motion to approve the text as further revised for the identification plaque for the "Comfort Women" Memorial, entitled *Women's Column of Strength*, designed by Steven Whyte. The memorial is an intended gift to the City from the "Comfort Women" Justice Coalition to be installed in St. Mary's Square Extension. The text reads as follows: "This monument bears witness to the suffering of hundreds of thousands of women and girls, euphemistically called 'Comfort Women,' who were sexually enslaved by the Japanese Imperial Armed Forces in thirteen Asian-Pacific countries from 1931 to 1945. Most of these women died during their wartime captivity. This dark history was largely hidden for decades until the 1990s, when the survivors courageously broke their silence. They helped move the world to declare that sexual violence as a strategy of war is a crime against humanity for which governments must be held accountable. This memorial is dedicated to the memory of these women, and to eradicating sexual violence and sex trafficking throughout the world."

<http://sfgov.org/arts/meeting/full-commission-february-6-2017-minutes>

Rebekah Krell
Deputy Director of Cultural Affairs
Chief Financial Officer

San Francisco Arts Commission
401 Van Ness Avenue, Suite 325
San Francisco, CA 94102
T: 415-252-2238 F: 415-934-1020
sfartscommission.org

[e-Newsletter](#) | [Twitter](#) | [Facebook](#) | [YouTube](#) | [Flickr](#)

From: BOS Legislation, (BOS)

Sent: Wednesday, October 04, 2017 12:11 PM

To: Lopez, Barbara (BOS) <barbara.lopez@sfgov.org>; BOS Legislation, (BOS) <bos.legislation@sfgov.org>

Subject: RE: Supervisor Kim-Resolution- [Accept and Expend Gift - Comfort Women Justice Coalition - "Comfort Women's" Column of Strength - \$190,000 and \$208,000]

Good afternoon Bobbi,

The subject legislation references the following documents:

- Arts Commission Reso No. 0109-17-012
- Arts Commission Reso No. 0206-17-025
- "...an agreement between the Arts Commission and the Donor dated August 3, 2017"

May we have a copy of the above supportive documents for completeness of the file?

Thanks in advance,

Brent Jalipa

Legislative Clerk

Board of Supervisors - Clerk's Office

1 Dr. Carlton B. Goodlett Place, Room 244

Wong, Linda (BOS)

From: Board of Supervisors, (BOS)
Sent: Tuesday, November 07, 2017 8:33 AM
To: BOS-Supervisors; Wong, Linda (BOS)
Subject: FW: Please do not adopt Resolution #171070

From: hotta y [mailto:yhotgoo@gmail.com]
Sent: Sunday, November 05, 2017 10:39 PM
To: Lee, Mayor (MYR) <mayoredwinlee@sfgov.org>; Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>; Page_Ritchie, Sharon (ART) <sharon.page_ritchie@sfgov.org>; Patterson, Kate (ART) <kate.patterson@sfgov.org>; .online@rafu.com; opinion@sfchronicle.com; caleb@sfist.com; hknight@sfchronicle.com; viewer@pbs.org; jcurran@sfmediaco.com; gandersen@sfexaminer.com; ldudnick@sfexaminer.com; lkatz@sfexaminer.com; jsabatini@sfexaminer.com
Subject: Please do not adopt Resolution #171070

Dear Board of Supervisors,

I strongly protest against the Resolution #171070 [Accept and Expend Gift - Comfort Women Justice Coalition - Gift of Artwork and Funds for the Maintenance of the Artwork Entitled "Comfort Women's" Column of Strength - Total Gift Value of 398,000]. I have read the inscription of the memorial, and found out there are many factual errors.

I believe SF must not make a historical judgement without verifications.

Sincerely,

y.hotta Koube city ,Japan

Wong, Linda (BOS)

From: Board of Supervisors, (BOS)
Sent: Tuesday, November 07, 2017 8:48 AM
To: BOS-Supervisors; Wong, Linda (BOS)
Subject: FW: Do Americans of San Francisco want to divide the United States?

From: netpub_test2@yahoo.co.jp [mailto:netpub_test2@yahoo.co.jp]

Sent: Saturday, November 04, 2017 9:46 PM

To: Lee, Mayor (MYR) <mayoredwinlee@sfgov.org>; Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>; Page_Ritchie, Sharon (ART) <sharon.page_ritchie@sfgov.org>; Patterson, Kate (ART) <kate.patterson@sfgov.org>; online@rafu.com; opinion@sfchronicle.com; caleb@sfrist.com; hknights@sfchronicle.com; viewer@pbs.org; jcurran@sfmediaco.com; gandersen@sfexaminer.com; ldudnick@sfexaminer.com; lkatz@sfexaminer.com; jsabatini@sfexaminer.com

Subject: Do Americans of San Francisco want to divide the United States?

Dear Sirs/Madams,

In the past, the Japanese-Americans were discriminated. This time, you discriminate against them by the lie (Sex Slaves story) which North Koreans made! I am a Japanese, and not have the position to support Japanese-Americans.

However, I can not understand the reason that Americans indifferent to the discrimination using the lie. The Japanese comfort women have nothing to do with the United State! And Japanese comfort women's record that the United States Armed Forces made at the time of the war is all. Why do you betray the United States?

Do you not know that the words("the jeep" "the helicopter" "Christmas holidays" "the penicillin") are included in the testimony of the comfort women? These words have nothing to do with the Japanese military!! After I knew this fact, I checked the process of this problem in detail. The group which created this story is North Koreans first. Their enemies are Japan and the United States.

In North Korea, there is the fairy tale that a butterfly (North Korea) knocks down a bad guy chicken (the United States). Do people promoting the problem of comfort women in the United States not wear the T-shirt of the butterfly? Their purpose is the dividing between Japan and the United States. And their purpose is to let a crack in the United States.

In the first place I cannot understand that Americans accept the lie that the American enemy country (North Korea) made.

You will be said that you are Americans who divided the American nation in the near future.

Very truly yours,
F. Morita(a Japanese)

Wong, Linda (BOS)

From: Board of Supervisors, (BOS)
Sent: Tuesday, November 07, 2017 8:48 AM
To: BOS-Supervisors; Wong, Linda (BOS)
Subject: FW: I am against Resolution #171070

From: 清水 豊 [mailto:shimizuytk@hotmail.co.jp]
Sent: Saturday, November 04, 2017 7:04 PM
To: Lee, Mayor (MYR) <mayoredwinlee@sfgov.org>; Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>; Page_Ritchie, Sharon (ART) <sharon.page_ritchie@sfgov.org>; Patterson, Kate (ART) <kate.patterson@sfgov.org>; online@rafu.com; opinion@sfchronicle.com; caleb@sfist.com; hknight@sfchronicle.com; viewer@pbs.org; jcurran@sfmediaco.com; gandersen@sfexaminer.com; ldudnick@sfexaminer.com; lkatz@sfexaminer.com; jsabatini@sfexaminer.com
Subject: I am against Resolution #171070

Dear Board of Supervisors,

I strongly protest against the Resolution #171070 [Accept and Expend Gift - Comfort Women Justice Coalition - Gift of Artwork and Funds for the Maintenance of the Artwork Entitled "Comfort Women's" Column of Strength - Total Gift Value of 398,000].

It will create conflict between Chinese and Korean background citizens and Japanese background citizens in SF. It is not good in your multicultural society.

Sincerely,

Yutaka Shimizu

Japan Kanagawa

Wong, Linda (BOS)

From: Board of Supervisors, (BOS)
Sent: Tuesday, November 07, 2017 8:49 AM
To: BOS-Supervisors; Wong, Linda (BOS)
Subject: FW: Public Comment File 17-1080
Attachments: PublicComment17-1080.pdf

From: Thomas Busse [mailto:tjbussesf@gmail.com]
Sent: Sunday, November 05, 2017 5:54 PM
To: Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>
Subject: Public Comment File 17-1080

I will not be able to attend the daytime committee meeting when this will be heard

November 5, 2017

Public Comment: File 17-1080

To Members of the Budget and Finance Committee and the Board:

This lease increases the out-of-network fee charged at all Airport ATM's from \$1.50 to \$2.50. Welcome to SFO where we charge fees just like the airlines.

The lease omits access to the Co-Op network (Exhibit B Page 1, item 2). This unfairly favors big banks against not-for-profit credit unions.

In 2000, the City Attorney sued to enforce a local ordinance banning out-of-network fees in the city and county. The ordinance was declared illegal; however, this demonstrates a local desire to discontinue such fees and discourage fee-based business models. Banks make money by pooling deposits and making loans not troling every transaction. I would broaden this to state a local preference against the emerging "fee culture," of which the City and County is a particular offender. The City Attorney is busy suing Wells Fargo in the fake-account scheme yet drafting friendly leases like this.

That office has grown far too political, and if it spent more time on real issues at home rather than the latest outrage of the newsweek, the City Attorney would have noticed the lease's definition of gross revenue omits currency exchange fees, which are a genuine fee-for service provided by electronic bank tellers and where Wells Fargo makes its real money on this deal.

Whatever happened to bootstrapping every city contract with McBride Principles, by the way?

Respectfully submitted,

Thomas J. Busse

Wong, Linda (BOS)

From: Board of Supervisors, (BOS)
Sent: Tuesday, November 07, 2017 9:17 AM
To: BOS-Supervisors; Wong, Linda (BOS)
Subject: FW: please return to the neutral viewpoint about the term Comfort Women

From: yaya_7903@yahoo.co.jp [mailto:yaya_7903@yahoo.co.jp]
Sent: Friday, November 03, 2017 4:01 PM
To: Lee, Mayor (MYR) <mayoredwinlee@sfgov.org>; Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>; Page_Ritchie, Sharon (ART) <sharon.page_ritchie@sfgov.org>; Patterson, Kate (ART) <kate.patterson@sfgov.org>; online@rafu.com; opinion@sfchronicle.com; caleb@sfrist.com; hknight@sfchronicle.com; viewer@pbs.org; jcurran@sfmediaco.com; gandersen@sfxaminer.com; ldudnick@sfxaminer.com; lkatz@sfxaminer.com; jsabatini@sfxaminer.com
Subject: please return to the neutral viewpoint about the term Comfort Women

dear

Please do not adopt Resolution #171070
Historians have not yet reached a unit opinion regarding Comfort Women because there is less objective evidence.
About that Comfort Women had a hard experience in WW2, if it is true, I sympathize with it deeply.
Recently, unesco postponed the registration of comfort women as you know.
I want to live with Korean peacefully commonly.
So it is sad that the relationship of mutual trust with Japanese and Korean collapse by such a problem.
About the term Comfort Women, please return to a neutral viewpoint.

Yasuko Yamaoka
Ohmuta, Fukuoka, Japan

Wong, Linda (BOS)

From: Board of Supervisors, (BOS)
Sent: Wednesday, November 08, 2017 8:11 AM
To: BOS-Supervisors; Wong, Linda (BOS)
Subject: FW: I am against Resolution #171070

From: koichi hiramatsu [mailto:koichi.hiramatsu@gmail.com]
Sent: Tuesday, November 07, 2017 9:42 PM
To: Lee, Mayor (MYR) <mayoredwinlee@sfgov.org>; Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>; Page_Ritchie, Sharon (ART) <sharon.page_ritchie@sfgov.org>; Patterson, Kate (ART) <kate.patterson@sfgov.org>; online@rafu.com; opinion@sfchronicle.com; caleb@sfist.com; hknight@sfchronicle.com; viewer@pbs.org; Jay Curran <jcurran@sfmediaco.com>; gandersen@sfexaminer.com; Laura Dudnick <ldudnick@sfexaminer.com>; lkatz@sfexaminer.com; jsabatini@sfexaminer.com
Subject: I am against Resolution #171070

Dear Board of Supervisors,

I strongly protest against the Resolution #171070 [Accept and Expend Gift - Comfort Women Justice Coalition - Gift of Artwork and Funds for the Maintenance of the Artwork Entitled "Comfort Women's" Column of Strength - Total Gift Value of 398,000].

The comfort women issue deals with matters between foreign governments and has nothing to do with SF. I ask you not to adopt the resolution at the next meeting.

Sincerely,
koichi hiramatsu

saitama japan

Wong, Linda (BOS)

From: Board of Supervisors, (BOS)
Sent: Tuesday, October 31, 2017 8:26 AM
To: BOS-Supervisors; Wong, Linda (BOS)
Subject: FW: I am against Resolution #171070

From: jcw215 [mailto:ccc45kgjo55@gmail.com]

Sent: Monday, October 30, 2017 10:35 PM

To: Lee, Mayor (MYR) <mayoredwinlee@sfgov.org>; Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>; Page_Ritchie, Sharon (ART) <sharon.page_ritchie@sfgov.org>; Patterson, Kate (ART) <kate.patterson@sfgov.org>; online@rafu.com; opinion@sfchronicle.com; caleb@sfist.com; hknight@sfchronicle.com; viewer@pbs.org; jcurran@sfmediaco.com; gandersen@sfexaminer.com; ldudnick@sfexaminer.com; lkatz@sfexaminer.com; jsabatini@sfexaminer.com

Subject: I am against Resolution #171070

Dear Board of Supervisors,

I strongly protest against the Resolution #171070 [Accept and Expend Gift - Comfort Women Justice Coalition - Gift of Artwork and Funds for the Maintenance of the Artwork Entitled "Comfort Women's" Column of Strength - Total Gift Value of 398,000].

Please listen to the Japanese story.

You are creating conflict.

Sincerely,

Kenji Sato ,japan saitama

Wong, Linda (BOS)

From: Board of Supervisors, (BOS)
Sent: Tuesday, October 31, 2017 8:26 AM
To: BOS-Supervisors; Wong, Linda (BOS)
Subject: FW: Please do not adopt Resolution #171070

From: Masumi Reade [mailto:masumi.ream@gmail.com]

Sent: Monday, October 30, 2017 10:34 PM

To: Lee, Mayor (MYR) <mayoredwinlee@sfgov.org>; Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>; Page_Ritchie, Sharon (ART) <sharon.page_ritchie@sfgov.org>; Patterson, Kate (ART) <kate.patterson@sfgov.org>; online@rafu.com; opinion@sfchronicle.com; caleb@sfist.com; hknight@sfchronicle.com; viewer@pbs.org; jcurran@smediaco.com; gandersen@sfxaminer.com; ldudnick@sfxaminer.com; lkatz@sfxaminer.com; jsabatini@sfxaminer.com

Subject: Please do not adopt Resolution #171070

Dear Board of Supervisors,

I strongly protest against the Resolution #171070 [Accept and Expend Gift - Comfort Women Justice Coalition - Gift of Artwork and Funds for the Maintenance of the Artwork Entitled "Comfort Women's" Column of Strength - Total Gift Value of 398,000].

It will promote hostility towards the Japanese American community, including increasing tensions between Asian American. The resolution, rather than promoting inclusion, will promote intolerance.

Sincerely,

--
Masumi Reade

リード真澄

Wong, Linda (BOS)

From: Board of Supervisors, (BOS)
Sent: Tuesday, October 31, 2017 8:25 AM
To: BOS-Supervisors; Wong, Linda (BOS)
Subject: FW: Please do not adopt Resolution #171070

From: skeggiord [mailto:johanisbeer@yahoo.co.jp]
Sent: Monday, October 30, 2017 9:58 PM
To: Lee, Mayor (MYR) <mayoredwinlee@sfgov.org>; Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>; Page_Ritchie, Sharon (ART) <sharon.page_ritchie@sfgov.org>; online@rafu.com; Patterson, Kate (ART) <kate.patterson@sfgov.org>; opinion@sfchronicle.com; caleb@sfist.com; hknight@sfchronicle.com; viewer@pbs.org; jcurran@sfmediaco.com; gandersen@sfexaminer.com; ldudnick@sfexaminer.com; lkatz@sfexaminer.com; jsabatini@sfexaminer.com
Subject: Please do not adopt Resolution #171070

Dear Board of Supervisors,
I strongly protest against the Resolution #171070 [Accept and Expend Gift - Comfort Women Justice Coalition - Gift of Artwork and Funds for the Maintenance of the Artwork Entitled "Comfort Women's" Column of Strength - Total Gift Value of 398,000]. I have read the inscription of the memorial, and found out there are many factual errors.

I believe SF must not make a historical judgement without verifications.

Sincerely,

Keiko Gido
2-37-7, Minamikarasuyama, Setagaya-ku, Tokyo, 157-0062, Japan

Wong, Linda (BOS)

From: Board of Supervisors, (BOS)
Sent: Wednesday, October 25, 2017 7:59 AM
To: Wong, Linda (BOS)
Subject: FW: Public Comment on File 171070 (Budget and Finance Committee 10/26)
Attachments: SNSKONICA171024165000.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

From: Thomas Busse [mailto:tjbussesf@gmail.com]
Sent: Tuesday, October 24, 2017 4:46 PM
To: Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>
Subject: Public Comment on File 171070 (Budget and Finance Committee 10/26)

I regret I will be unable to attend this meeting, however, I wish to comment publicly on the above item.

Thomas J. Busse

Thomas J. Busse
584 Castro Street #388
San Francisco, CA 94114
415-244-5072
tjbussesf@gmail.com

Budget and Finance Committee
Board of Supervisors
City Hall, Room 244
San Francisco, CA 94102

Re: Public Comment
File 171070: Comfort Women Justice Coalition
Maintenance of "Comfort Womens' Column of Strength"

Dear Members of the Committee:

This comment purely relates to my concerns regarding the City's financial gift acceptance policy in relation to artworks, and I hope to avoid the social issues the except to say I am disheartened regarding the divisive rhetoric.

I strongly oppose the artist copyright provisions as insufficient. This gives the Justice Coalition the right to sue regarding use of images of the donated artwork. Although the City may use the artwork, the City must pay a license fee to the Justice Coalition every time. Tourists or private photographers are subject to trolling and extortion. This includes film shooting outside. Nearby landmark tourist locations where the statute's image may appear, may have to pay a fee to sell postcard pictures of their own buildings, because this statute gets in the way.

The City of Portland, OR, made a mistake in agreeing to similar terms for the artwork "Portlandia." As a result, the second largest hammered copper sculpture in the World (after the Statue of Liberty) cannot be photographed – even the television show named for the statue cannot use the image of the statute.

The Copyright provisions in this agreement also endanger freedom of speech because of the chilling effect of a lawsuit from the copyright owner, even if satirical images (such as tastelessly posing with the comfort women to get "comfort") may lead to an assumption such speech is protected. Freedom of speech must never be infringed – ever. No exceptions. Period. Statue erection and placement is a form of speech act, and copyright can be abused to thwart opposing viewpoints.


Regarding the resolution to "accept and expend" a maintenance endowment, the resolution does not sufficiently address the endowment policies and the endowment's oversight. The City's auditor has criticized the city for having too many special revenue funds. What is the City's plan in this regard? Creating a separate maintenance endowment for every single artwork in the Commission's collection encumbers the city with a complex web of legal entanglement and exposure to litigation. Given this statute's potential for desecration, the normal conservation from wear and tear is insufficient. Also, a 20-year conservation period is unrealistic. It needs to be for the entire duration of the copyright.

Furthermore the FASB has recently updated the accounting standards regarding underwater endowments. Has the City Attorney, who has only reviewed this agreement as to form, considered the change in endowment standards?

With that in mind, I also feel statue erection as a speech act needs full disclosure of the donors of this artwork. The Legal Entity name of the CWJC is actually the "Rape of Nanking Redress Coalition, Inc.," and I urge the Committee to execute an agreement with the correct name of the legal entity. According to the SF Registrar, "Comfort Women's Justice Coalition" is not a registered fictitious business name. The City should only execute contracts with legal entities.

Per the California Attorney General's Registry of Charitable Trusts, the Rape of Nanjing Redress Coalition, the largest donor is the Consulate of the People's Republic of China. The Secretary is Rodger Scott, a CCSF instructor on the Executive Board of the American Federation of Teachers, Local 121, who sells curricular materials related to this subject, that were approved by the California Department of Education. He lobbied heavily in favor of CCSF's discredited 2005 Bond campaign.

Finally, the agreement refers to a "licensed conservator." There is no official professional conservator license in California. The City should not refer to professional licenses that simply do not exist. Credential inflation and professional licensing as a form of protectionist cronyism is an ongoing concern – especially in the arts. I for example, have a book restoration hobby, and I've worked on very expensive valuable books, and I've worked with well-established conservators employed by institutions such as the Bancroft Library and the Huntington, but none of them have "licenses."



Thomas J. Busse

From: ryuichi310535@yahoo.co.jp
To: Lee, Mayor (MYR); Board of Supervisors, (BOS); Page Ritchie, Sharon (ART); Patterson, Kate (ART);
online@rafiu.com; opinion@sfchronicle.com; caleb@sfist.com; hknight@sfchronicle.com; viewer@pbs.org;
jcurran@sfinediaco.com; gandersen@sfxaminer.com; ldudnick@sfxaminer.com; lkatz@sfxaminer.com;
jsabatini@sfxaminer.com
Subject: I am against Resolution #171070 Please do not adopt Resolution #171070 My opinion about Resolution #171070
Date: Thursday, November 02, 2017 8:39:19 PM

Dear Board of Supervisors,
I strongly protest against the Resolution #171070 [Accept and Expend Gift – Comfort Women Justice Coalition – Gift of Artwork and Funds for the Maintenance of the Artwork Entitled “Comfort Women’s” Column of Strength – Total Gift Value of 398,000].
It will create conflict between Chinese and Korean background citizens and Japanese background citizens in SF. It is not good in your multicultural society.
Sincerely,

Ryuichi Sato
Sapporo, Hokkaido, Japan

From: ryuichi310535@yahoo.co.jp
To: Lee, Mayor (MYR); Board of Supervisors, (BOS); Page Ritchie, Sharon (ART); Patterson, Kate (ART);
online@rafu.com; opinion@sfchronicle.com; caleb@sfist.com; hknight@sfchronicle.com; viewer@pbs.org;
jcurran@sfmediaco.com; gandersen@sfexaminer.com; ldudnick@sfexaminer.com; lkatz@sfexaminer.com;
jsabatini@sfexaminer.com
Subject: I am against Resolution #171070 Please do not adopt Resolution #171070 My opinion about Resolution #171070
Date: Thursday, November 02, 2017 8:39:19 PM

Dear Board of Supervisors,
I strongly protest against the Resolution #171070 [Accept and Expend Gift – Comfort Women Justice Coalition – Gift of Artwork and Funds for the Maintenance of the Artwork Entitled “Comfort Women’s” Column of Strength – Total Gift Value of 398,000].
It will create conflict between Chinese and Korean background citizens and Japanese background citizens in SF. It is not good in your multicultural society.
Sincerely,

Ryuichi Sato
Sapporo, Hokkaido, Japan

From: 博史 松森
To: Lee, Mayor (MYR); Board of Supervisors, (BOS); Page Ritchie, Sharon (ART); Patterson, Kate (ART);
online@rafu.com; opinion@sfchronicle.com; caleb@sist.com; hknight@sfchronicle.com; viewer@pbs.org;
jcurran@sfmedlaco.com; gandersen@sfxaminer.com; ldudnick@sfxaminer.com; lkatz@sfxaminer.com;
jsabatini@sfxaminer.com
Subject: I am against Resolution #171070
Date: Thursday, November 02, 2017 1:40:01 AM

Dear Board of Supervisors,

I strongly protest against the Resolution #171070 [Accept and Expend Gift - Comfort Women Justice Coalition - Gift of Artwork and Funds for the Maintenance of the Artwork Entitled "Comfort Women's" Column of Strength - Total Gift Value of 398,000]. I have read the inscription of the memorial, and found out there are many factual errors.

I believe SF must not make a historical judgement without verifications.

Sincerely,
Hiroshi Matsumori
Osaka Japan

From: 白井健二
Subject: My opinion about Resolution #171070
Date: Wednesday, November 01, 2017 3:14:19 PM

Dear Board of Supervisors,

I strongly protest against the Resolution #171070 [Accept and Expend Gift - Comfort Women Justice Coalition - Gift of Artwork and Funds for the Maintenance of the Artwork Entitled "Comfort Women's" Column of Strength - Total Gift Value of 398,000]. I have read the inscription of the memorial, and found out there are many factual errors.

I believe SF must not make a historical judgement without verifications.

Sincerely,

Kenji Usui
1-19-5 hanekami Hamura-city Tokyo Japan

From: k-juku
To: Board of Supervisors, (BOS)
Subject: Strong opposition against Resolution #171070
Date: Wednesday, November 01, 2017 6:56:28 AM

Dear Board of Supervisors,

I strongly oppose against Resolution #171070 "Comfort Women" total gift value of 398,000. The comfort women issue is a kind of foreign affairs in other country than the US. Especially S.F hasn't nothing to do with "Comfort women issue". Why do you want to get involved in foreign affairs ? It seems that you want to take a action for Anti-Japanese movement which is supported by Korean and Chinese-Americans. It would be better for you not to have such a nasty thinking. According to US court, these foreign affairs preemption cases confirm the venerable proposition that exclusive foreign affairs authority is vested United States government (not S.F.). Furthermore, you should know "comfort women" are regarded as wartime prostitutes according to war interrogation report No.49 issued by the US office of war information in August, 1944, concluding that " A comfort girl is nothing more than prostitute". In addition, according to war interrogation report No.78 par(18) by the US office in April, 1945 says "All Korean prostitutes that POW have seen in the pacific were volunteers or had been sold by their parents into prostitution." Why do you want to take up a wartime prostitutes issue of Japan alone ?

Sincerely,

T:Osam

Shinmachi 3-10-10

Hino-city, Tokyo, Japan

From: Takeshi Hirata
To: Lee, Mayor (MYR); Board of Supervisors, (BOS); Page, Ritchie, Sharon (ART); Patterson, Kate (ART);
online@rafu.com; opinion@sfchronicle.com; caleb@sfist.com; hknight@sfchronicle.com; viewer@pbs.org;
jcurran@sfmediaco.com; gandersen@sfexaminer.com; ldudnick@sfexaminer.com; lkatz@sfexaminer.com;
jsabatini@sfexaminer.com
Subject: against Resolution #171070,
Date: Wednesday, November 01, 2017 6:56:00 AM

Dear Board of Supervisors,

I strongly protest against the Resolution #171070 [Accept and Expend Gift - Comfort Women Justice Coalition - Gift of Artwork and Funds for the Maintenance of the Artwork Entitled "Comfort Women's" Column of Strength - Total Gift Value of 398,000].

SF should spend the budget for the victims for real sex trafficking happening right now, not for the controversial monument. It is really controversial. It will create uncurable conflict between Chinese and Korean origin citizens and Japanese origin citizens.

Unfortunately Chinese, Korean and North Korean have been promoting propaganda to demean Japan just in order to take a stronger position and politically workable card against Japanese. It will be a very long time taking debate in coming decades until we Japanese will complete in clarifying and justifying our ancestors were not such mean unfair people. Our ancestors failed to change the course leading to WW2 and to find another way to go 76 years ago. We, however, are proud of our fathers and grandfathers moved in organized fair way in limited and allowed conditions and established the social system in those days.

We had expected our friends in the far east would share understanding to live and let live respecting each other and each other's history, which had proved unrealistic. They simply have asserted themselves in spreading propaganda full of their fake and fabricated history into your city.

Now the hot battle field of dispute is UNESCO. They applied the alleged Comfort Women issue for registration of the History of the World. Our government and private organizations have strongly negotiated and UNESCO promised to change the registration process. In the past their internal committee's recommendation was automatically approved without asking opinions of related countries in the issue, They will contact Koreans and Japanese to study the case.

Sincerely,
Mr.T.Hirata,
Suta-shi Senriyama Higashi 1-21-8

From: Masakazu Ishizuka
To: Lee, Mayor (MYR); Board of Supervisors, (BOS); Page, Ritchie, Sharon (ART); Patterson, Kate (ART);
online@rafu.com; opinion@sfchronicle.com; caleb@sfist.com; hknight@sfchronicle.com; viewer@pbs.org;
jcurran@sfmedlaco.com; gandersen@sfexaminer.com; ldudnick@sfexaminer.com; lkatz@sfexaminer.com;
jsabatini@sfexaminer.com
Subject: My opinion about Resolution #171070
Date: Wednesday, November 01, 2017 1:00:42 AM

Dear Board of Supervisors,

I strongly protest against the Resolution #171070.

The Japan-U.S. solidarity is a foundation of the stability and peace of Asia.
The communist country of the East Asia wants to let the United States
estrangle from Japan in the reason.

They publicize the issue of comfort woman and Nanjing massacre case
exaggeratedly and are going to separate a heart of the American nation from
Japan.

In addition, they attack Japan morally, and they are going to reduce an
international position of Japan though the stupid country of the East Asia
shares value with United States and Japan.

Many American youths were sacrificed in war of Asia.

They fought against Japan in the Pacific and fought against North Korea and
China in the Korean Peninsula and fought against the Vietnam forces
supported by China.

Do all of you intend to waste the sacrifice?

The presence of America in Asia will decrease if the United States and a
Japanese alliance weaken.

The country of communism and the totalitarianism schemes to rule over Asia.

They intend to pull an American heart from Japan with comfort woman statues.

Can you make friends with a communist country and a totalitarianism country?

You will get rid of the only reliable friend in East Asia if you got comfort
woman statues.

The San Francisco city must not get comfort woman statues.

We wish for eager all of you not being deceived in the plot of China and North
Korea and the puppet country.

+++++

Masakazu Ishizuka
e-mail: mi-nagaikimura@budo-u.ac.jp
tel (+81)0470 73 4111
International Budo University

+++++

From: kk_yamada@nifty.com
To: [Lee_Mayor \(MYR\)](mailto:Lee_Mayor@MYR.com); [Board of Supervisors \(BOS\)](mailto:Board_of_Supervisors@BOS.com); [Page Ritchie, Sharon \(ART\)](mailto:Page_Ritchie@ART.com); [Patterson, Kate \(ART\)](mailto:Patterson_Kate@ART.com); online@rafu.com; opinion@sfchronicle.com; caleb@sfist.com; hknight@sfchronicle.com; viewer@pbs.org; jcurran@sfmediaco.com; gandersen@sfexaminer.com; ldudnick@sfexaminer.com; lkatz@sfexaminer.com; jsabatini@sfexaminer.com; [Lee_Mayor \(MYR\)](mailto:Lee_Mayor@MYR.com); [Board of Supervisors \(BOS\)](mailto:Board_of_Supervisors@BOS.com); [Page Ritchie, Sharon \(ART\)](mailto:Page_Ritchie@ART.com); [Patterson, Kate \(ART\)](mailto:Patterson_Kate@ART.com); online@rafu.com; opinion@sfchronicle.com; caleb@sfist.com; hknight@sfchronicle.com; viewer@pbs.org; jcurran@sfmediaco.com; gandersen@sfexaminer.com; ldudnick@sfexaminer.com; lkatz@sfexaminer.com; jsabatini@sfexaminer.com; [Lee_Mayor \(MYR\)](mailto:Lee_Mayor@MYR.com); [Board of Supervisors \(BOS\)](mailto:Board_of_Supervisors@BOS.com); [Page Ritchie, Sharon \(ART\)](mailto:Page_Ritchie@ART.com); [Patterson, Kate \(ART\)](mailto:Patterson_Kate@ART.com); online@rafu.com; opinion@sfchronicle.com; caleb@sfist.com; hknight@sfchronicle.com; viewer@pbs.org; jcurran@sfmediaco.com; gandersen@sfexaminer.com; ldudnick@sfexaminer.com; lkatz@sfexaminer.com; jsabatini@sfexaminer.com
Subject: Please do not adopt Resolution #171070
Date: Wednesday, November 01, 2017 12:57:51 AM

Dear Board of Supervisors,

I strongly protest against the Resolution #171070 [Accept and Expend Gift - Comfort Women Justice Coalition - Gift of Artwork and Funds for the Maintenance of the Artwork Entitled "Comfort Women's" Column of Strength - Total Gift Value of 398,000].

It will promote hostility towards the Japanese American community, including increasing tensions between Asian American. The resolution, rather than promoting inclusion, will promote intolerance.

Sincerely,

Kiyohiko Yamada, MD, PhD
Maehashi, Japan

From: [koichi hiramatsu](#)
To: [Lee, Mayor \(MYR\)](#); [Board of Supervisors, \(BOS\)](#); [Page Ritchie, Sharon \(ART\)](#); [Patterson, Kate \(ART\)](#); [online@rafu.com](#); [opinion@sfchronicle.com](#); [caleb@sfist.com](#); [hknight@sfchronicle.com](#); [viewer@pbs.org](#); [jcurran@sfmediaco.com](#); [gandersen@sfxaminer.com](#); [ldudnick@sfxaminer.com](#); [lkatz@sfxaminer.com](#); [jsabatini@sfxaminer.com](#)
Subject: I am against Resolution #171070
Date: Wednesday, November 01, 2017 12:26:25 AM

Dear Board of Supervisors,

I strongly protest against the Resolution #171070 [Accept and Expend Gift - Comfort Women Justice Coalition - Gift of Artwork and Funds for the Maintenance of the Artwork Entitled "Comfort Women's" Column of Strength - Total Gift Value of 398,000].

It will open the floodgates for others seeking a platform for incidents that occurred outside of this country. I ask you not to adopt the resolution at the next meeting.

Sincerely,

koichi hiramatsu saitama japan

From: [takosan](#)
To: [Board of Supervisors, \(BOS\)](#)
Subject: I am against Resolution #171070
Date: Wednesday, November 01, 2017 12:23:51 AM

Dear Board of Supervisors,

I strongly protest against the Resolution #171070[Accept and Expend Gift-Comfort Worr Justice Coalition-Gift of Artwork and Funds for the Maintenance of the Artwork Entitle "Comfort Women`s" Column of Strength-Total Gift Value of 398,000].I have read the insci tion of the memorial,and found out there are many factual errors.

I belive SF must not make a historical judgement without verification

Sincerely,

873-0033

morie kitsuki-city ooita japan

Takashi Nonaka

From: muka19902013@yahoo.co.jp
To: [Board of Supervisors, \(BOS\)](#)
Subject: I'm against Resolution #171070
Date: Tuesday, October 31, 2017 8:50:09 PM

Dear Board of Supervisors,
I am strongly against Resolution #171070
The comfort women issue should deal with matters
between foreign governments and has nothing to
do with S.F. These foreign affairs preemption cases
confirm the venerable proposition that exclusive
foreign affairs authority is vested in the United States
government, not S.F.
Therefore, not only comfort women statue but also
Resolution #171070 in S.F. represents an interference
with that settled foreign policy.
Sincerely,
Norio T
Wakabayashi, 3-25-16
Setagaya-ku, Tokyo, Japan

From: tashima.kazuaki
To: [Lee_Mayor \(MYR\); Board of Supervisors \(BOS\); Page Ritchie, Sharon \(ART\); Patterson, Kate \(ART\);
online@rafu.com; opinion@sfchronicle.com; caleb@sfist.com; hknight@sfchronicle.com; viewer@pbs.org;
jcurran@sfmediaco.com; gandersen@sfexaminer.com; ldudnick@sfexaminer.com; lkatz@sfexaminer.com;
jsabatini@sfexaminer.com](mailto:Lee_Mayor_(MYR); Board_of_Supervisors_(BOS); Page_Ritchie_Sharon_(ART); Patterson_Kate_(ART); online@rafu.com; opinion@sfchronicle.com; caleb@sfist.com; hknight@sfchronicle.com; viewer@pbs.org; jcurran@sfmediaco.com; gandersen@sfexaminer.com; ldudnick@sfexaminer.com; lkatz@sfexaminer.com; jsabatini@sfexaminer.com)
Subject: My opinion about Resolution #171070
Date: Tuesday, October.31, 2017 8:41:52 PM

Dear Board of Supervisors,

I strongly protest against the Resolution #171070 [Accept and Expend Gift - Comfort Women Justice Coalition - Gift of Artwork and Funds for the Maintenance of the Artwork Entitled "Comfort Women's" Column of Strength - Total Gift Value of 398,000].

It will open the floodgates for others seeking a platform for incidents that occurred outside of this country. I ask you not to adopt the resolution at the next meeting.

Sincerely,

Kazuaki.Tashima
32-35 Nakaze Samukawa-town
Kouza-gun Kanagawa-ken
Japan

From: anda2009bodoh@yahoo.co.jp
To: Board of Supervisors, (BOS)
Subject: I'm against Resolution #171070
Date: Tuesday, October 31, 2017 8:08:22 PM

Dear Board of Supervisors,
I am against Resolution #171070
Reasons are as follows:

1, Matters between foreign governments

The comfort women issue should deal with matters between foreign governments and has nothing to do with S.F.

2, Interference in the foreign countries

Basically, the US residents are composed of native-Americans, British puritans, other Europeans, Spanish-speaking people and Asians. Nevertheless, why does multi-racial country condemn Japan alone with the support of Korean and Chinese-American.

3, Wartime Prostitutes

According to military report No.78 paragraph 18 by the United States Army April, 1945

"All Korean prostitutes that POW have seen in the Pacific were volunteers or had been sold by their parents into prostitution.

4, False testimony of the former comfort women

Most comfort women testified first they became prostitutes because they were sold by poor families. However, after living under the notorious anti-Japan organization, immediately the testimony has changed infinitely. According to Korean professors who have been directly involved in the issue of comfort women, the testimony of comfort women has no credibility.

For these reasons, I strongly protest against Resolution #171070 "accept and expend gift-comfort women" justic coalition-gift of artwork and funds for the maintenance of the artwork entitled "comfort women" column of strength-total gift value of 398,000

Sincerely,

O.Tanaka

190-0013

Fujimi-cho, 7-32-44

Tachikawa-city, Tokyo, Japan

From: s.shirahata@ksh.biglobe.ne.jp
To: Lee, Mayor (MYR); Board of Supervisors, (BOS); Page Ritchie, Sharon (ART); Patterson, Kate (ART);
online@rafu.com; opinion@sfchronicle.com; caleb@sfist.com; hknight@sfchronicle.com; viewer@pbs.org;
jcurran@sfmediaco.com; gandersen@sfexaminer.com; ldudnick@sfexaminer.com; lkatz@sfexaminer.com;
jsabatini@sfexaminer.com
Subject: Please do not adopt Resolution #171070
Date: Tuesday, October 31, 2017 8:00:56 PM

Dear Board of Supervisors,

I strongly protest against the Resolution #171070 [Accept and Expend Gift - Comfort Women Justice Coalition - Gift of Artwork and Funds for the Maintenance of the Artwork Entitled "Comfort Women's" Column of Strength - Total Gift Value of 398,000].

I have read the inscription of the memorial, and found out there are many factual errors.

I believe San Francisco must not make a historical judgement without verifications.

Sincerely,

Shin'ichi SHIRAHATA

4-24-15-301 Kishiya Tsurumi-ku Yokohama-shi
Kanagawa 2300078 Japan

From: 千柴
To: Lee, Mayor (MYR); Board of Supervisors, (BOS)
Subject: Please do not adopt Resolution #171070
Date: Tuesday, October 31, 2017 7:38:27 PM

Dear Board of Supervisors,

I strongly protest against the Resolution #171070 [Accept and Expend Gift - Comfort Women Justice Coalition - Gift of Artwork and Funds for the Maintenance of the Artwork Entitled "Comfort Women's" Column of Strength - Total Gift Value of 398,000]. I have read the inscription of the memorial, and found out there are many factual errors.

I believe SF must not make a historical judgement without verifications.

Sincerely,

YOSHIHIRO TESHIBA
URAYASU CHIBA
JAPAN

From: [kuroyagi3](#)
To: [Board of Supervisors, \(BOS\)](#); [Page Ritchie, Sharon \(ART\)](#); [Patterson, Kate \(ART\)](#); [online@rafu.com](#); [opinion@sfchronicle.com](#); [caleb@sfist.com](#); [hknight@sfchronicle.com](#); [viewer@pbs.org](#); [jcurran@sfmediaco.com](#); [gandersen@sfexaminer.com](#); [ldudnick@sfexaminer.com](#); [lkatz@sfexaminer.com](#); [jsabatini@sfexaminer.com](#)
Subject: Please search and read #171070
Date: Tuesday, October 31, 2017 5:33:25 PM

Dear, To fair people

Please search and read.

「Japanese Prisoner of War Interrogation Report NO. 49」
From the US military-related official document of the National Archives of the United States of America

Sincerely,

南木 弘子
Nammoku Hiroko
Japan
Saitama-ken Saitama-shi Minuma-ku Higashi O-miya 4-74-11
November 1, 2017

From: 秋山廣志
To: Lee, Mayor (MYR); Board of Supervisors, (BOS); Page Ritchie, Sharon (ART); Patterson, Kate (ART);
online@rafu.com; opinion@sfchronicle.com; caleb@sfist.com; hknight@sfchronicle.com; viewer@pbs.org;
jcurran@sfmediaco.com; gandersen@sfexaminer.com; ldudnick@sfexaminer.com; lkatz@sfexaminer.com;
jsabatini@sfexaminer.com
Subject: RESOLUTION #171070
Date: Tuesday, October 31, 2017 4:50:57 PM

Dear Board of Supervisors,
I strongly protest against the Resolution #171070 [Accept and Expend Gift - Comfort Women Justice Coalition - Gift of Artwork and Funds for the Maintenance of the Artwork Entitled "Comfort Women's" Column of Strength - Total Gift Value of 398,000].

Please consider that it will create conflict between Chinese and Korean background citizens and Japanese background citizens not only in SF also on the other states. It is not good in your multicultural society.

Sincerely,

Hiroshi Akiyama

31-2 6-Chome Chiharadainami ,Ichihara,Chiba
Japan 290-0142

From: ttmkssk@yahoo.co.jp
To: Lee, Mayor (MYR); Board of Supervisors, (BOS); Page Ritchie, Sharon (ART); Patterson, Kate (ART);
online@rafu.com; opinion@sfchronicle.com; caleb@sfist.com; hknight@sfchronicle.com; viewer@pbs.org;
jcurran@sfmediaco.com; gandersen@sfexaminer.com; ldudnick@sfexaminer.com; lkatz@sfexaminer.com;
jsabatini@sfexaminer.com
Subject: I am against Resolution #171070
Date: Tuesday, October 31, 2017 4:18:29 PM

Dear Board of Supervisors,

I can't understand why you try to take the action which looks down Japan.
I know you, Americans, are quite fair people because I was working in Boston and San Diego for long time.
Why do you listen to only one party?
US government already researched the history and found those ladies were getting much higher income than soldiers.
That is, they were neither confort women nor slaves. They onlly did their business under the law of those days.
I hope SF will take real fair action.

Best regards,

T. Sasaki
3-30-5 Kamihamuro, Takatsuki, Osaka, Japan

From: katsuaki_sakuma
To: [Lee_Mayor_\(MYR\); Board_of_Supervisors_\(BOS\); Page_Ritchie,_Sharon_\(ART\); Patterson,_Kate_\(ART\); online@rafu.com; opinion@sfchronicle.com; caleb@sfist.com; hknight@sfchronicle.com; viewer@pbs.org; jcurran@sfmediaco.com; gandersen@sfexaminer.com; ldudnick@sfexaminer.com; lkatz@sfexaminer.com; jsabatini@sfexaminer.com](mailto:Lee_Mayor_(MYR); Board_of_Supervisors_(BOS); Page_Ritchie,_Sharon_(ART); Patterson,_Kate_(ART); online@rafu.com; opinion@sfchronicle.com; caleb@sfist.com; hknight@sfchronicle.com; viewer@pbs.org; jcurran@sfmediaco.com; gandersen@sfexaminer.com; ldudnick@sfexaminer.com; lkatz@sfexaminer.com; jsabatini@sfexaminer.com)
Subject: My opinion about Resolution #171070
Date: Tuesday, October 31, 2017 3:05:08 PM

Dear Board of Supervisors,

I strongly protest against the Resolution #171070 [Accept and Expend Gift - Comfort Women Justice Coalition - Gift of Artwork and Funds for the Maintenance of the Artwork Entitled "Comfort Women's" Column of Strength - Total Gift Value of 398,000]. I have read the inscription of the memorial, and found out there are many factual errors.

I believe SF must not make a historical judgement without verifications.

Sincerely,

どうか真実を直視して下さい。

k.sakuma

2-17-17 tanaka isogo yokohama city kanagawa prf JAPAN

From: Tokuh
To: Lee, Mayor (MYR); Board of Supervisors, (BOS); Page Ritchie, Sharon (ART); Patterson, Kate (ART);
online@rafu.com; opinion@sfnchronicle.com; caleb@sfnst.com; viewer@pbs.org; jcurran@sfmediaco.com;
gandersen@sfxaminer.com; ldudnick@sfxaminer.com; lkatz@sfxaminer.com; jsabatini@sfxaminer.com
Subject: I am against the Resolution #171070
Date: Tuesday, October 31, 2017 2:45:12 PM

Dear Everyone:

I am against the San Francisco Resolution #17070 regarding Comfort Women statue.

I am aware that Chinese have a power in San Francisco: one, due to the large Chinese population (one Chinese to every 4 others); and, another, due to the Chinese mayor. I, Japanese, have no dislike feeling toward Chinese, or Koreans; and, I know we used to get along. I still remember a Korean classmate who shared her lunch with me when I said to her that I made lunch but I forgot to bring it. My college love was a good looking Chinese engineer. Everything was just fine until comfort women memorial started popping up in everywhere in the United States. Why are they in the U. S.—that is the first question everyone asks. I feel sad about the anti-Japanese movement led by a small group of people who try to bring the 70-year-old WWII's issue to the younger generations of Chinese, Koreans and Japanese in this American land.

Many Japanese residents in the United States were delighted to read the letter by Jun Yamada, the consul general of Japan in San Francisco, politely expressing his disagreement with the group's one-sided interpretations; he stated that 'comfort women' memorials are alienating Japanese public. The truth is the statues are not only alienating Japanese, but also alienating even general Americans. Let's say you have a very good friend of over 40 years. This friend tells you her ex-husband was abusive and shows you her scars done by her ex. She repeats this story over and over every time she sees you. You may comfort her and feel sorry for her in the beginning; but, when she repeatedly complains with the same story and shows you the same scars, eventually you lose your sympathy and don't even want to hear her story any more. Those who hear from everyday media about the saturated Korean women's prostitution problems right here in the United States will not care to hear the Korean prostitutes' complaints during the WWII.

In fact, the story of comfort women turned out to be fictional. Seiji Yoshida wrote a novel 'My war crimes' to make money as if it was a true war story; and, in 1996, he admitted it was fictional. So, then, why the Japanese government kept apologizing. First of all, apology is a Japanese people's custom. When there is a dispute of any kind, a Japanese apologizes, first and quickly, with hope of keeping peace with others. That is a culture of Japan. That is how we were raised. That is why Japan doesn't have many lawyers. Also, there was a political manipulation by the Korean government, at that time. The Japanese officials, at that time, felt that it would be simpler to just apologize. Again, this is how the Japanese government officials deal with disputes with other nations. The Japanese government's apology was done on the basis of the Korean government's "never" bringing the same issue again. However, the Korean government did not keep the promise.

As I said, the comfort women described in the novel by Seiji Yoshida was fictional. The

distorted image of comfort women was much different from the real life of the comfort women. The evidence shows that the comfort women were well-paid prostitutes who could afford to buy a house after one year. To Japanese men, the idea of 'comfort women' was the war-time extension of Geisha girls at home. Geisha was a prostitute who, however, was treated as a woman of artisan—a capable person with artistic skills. They were indeed socially established professional prostitutes who were often even admired among girls for their beauty. Needless to say, during the war time, you cannot expect Korean comfort women to be artful in dancing and singing as equally as Japanese Geisha girls in Japan. I can easily imagine, however, that, to Japanese men—younger men in particular, comfort women, in general, were not much different from lovable and skillful Geisha girls, back home. It is very important for you to understand that Geisha girls were very far from what you call "sex-slaves" of what European and American nations had dealt with and defined as.

Thus, the descriptions by a small group of Chinese, or Koreans, about comfort women as sex-slaves, mistakenly, purposefully, or wrongfully, convey a totally wrong image of the comfort women. Comfort woman was, as it says, a "comfort" woman who was a kind of companion who must have had fun in playing games, singing songs, and dancing together with the Japanese soldiers. They were never treated as sex-slaves as of what many of you imagine from the slavery story on a TV or movies produced by Europeans or Americans.

Finally, the Japanese government was responsible to take care the comfort women's medical needs and had provided doctors for well-care to prevent any kind of sexually transmitted disease. Unlike other nations, needless to say, there had been not even one single baby who was born illegitimately and abandoned by a Japanese soldier.

Please consider not to permit the resolution #171070.

Sincerely,

Tokuko Hirano

From: oosaka24
To: Lee, Mayor (MYR); Board of Supervisors, (BOS); Page Ritchie, Sharon (ART); Patterson, Kate (ART);
online@rafu.com; opinion@sfchronicle.com; caleb@sfist.com; hknight@sfchronicle.com; viewer@pbs.org;
jcurran@sfmediaco.com; gandersen@sfexaminer.com; ldudnick@sfexaminer.com; lkatz@sfexaminer.com;
jsabatini@sfexaminer.com
Subject: I am against Resolution #171070
Date: Tuesday, October 31, 2017 1:45:47 PM

Dear Board of Supervisors,

I strongly protest against the Resolution #171070 [Accept and Expend Gift - Comfort Women Justice Coalition - Gift of Artwork and Funds for the Maintenance of the Artwork Entitled "Comfort Women's" Column of Strength - Total Gift Value of 398,000]. I have read the inscription of the memorial, and found out there are many factual errors.

I believe SF must not make a historical judgement without verifications.

Sincerely,

Shotaro Katsumi Ibaraki, Japan

From: 秋山廣志
To: Lee, Mayor (MYR); Board of Supervisors, (BOS); Page, Ritchie, Sharon (ART); Patterson, Kate (ART);
online@rafu.com; opinion@sfchronicle.com; caleb@sfist.com; hknight@sfchronicle.com; viewer@pbs.org;
icurrant@sfmedlaco.com; gandersen@sfexaminer.com; ldudnick@sfexaminer.com; lkatz@sfexaminer.com;
jsabatini@sfexaminer.com
Subject: RESOLUTION #171070
Date: Tuesday, October 31, 2017 4:50:57 PM

Dear Board of Supervisors,
I strongly protest against the Resolution #171070 [Accept and Expend Gift - Comfort Women Justice Coalition - Gift of Artwork and Funds for the Maintenance of the Artwork Entitled "Comfort Women's" Column of Strength - Total Gift Value of 398,000].

Please consider that it will create conflict between Chinese and Korean background citizens and Japanese background citizens not only in SF also on the other states. It is not good in your multicultural society.

Sincerely,

Hiroshi Akiyama

31-2 6-Chome Chiharadainami, Ichihara, Chiba
Japan 290-0142

From: Board of Supervisors, (BOS)
To: BOS-Supervisors; Wong, Linda (BOS)
Subject: FW: Please do not adopt Resolution #171070
Date: Tuesday, October 31, 2017 8:25:00 AM

From: skeggiord [mailto:johanisbeer@yahoo.co.jp]
Sent: Monday, October 30, 2017 9:58 PM
To: Lee, Mayor (MYR) <mayoredwinlee@sfgov.org>; Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>; Page_Ritchie, Sharon (ART) <sharon.page_ritchie@sfgov.org>; online@rafu.com; Patterson, Kate (ART) <kate.patterson@sfgov.org>; opinion@sfchronicle.com; caleb@sfrist.com; hknight@sfchronicle.com; viewer@pbs.org; jcurran@sfrmediaco.com; gandersen@sfxaminer.com; ldudnick@sfxaminer.com; lkatz@sfxaminer.com; jsabatini@sfxaminer.com
Subject: Please do not adopt Resolution #171070

Dear Board of Supervisors,
I strongly protest against the Resolution #171070 [Accept and Expend Gift - Comfort Women Justice Coalition - Gift of Artwork and Funds for the Maintenance of the Artwork Entitled "Comfort Women's" Column of Strength - Total Gift Value of 398,000]. I have read the inscription of the memorial, and found out there are many factual errors.
I believe SF must not make a historical judgement without verifications.
Sincerely,

Keiko Gido
2-37-7, Minamikarasuyama, Setagaya-ku, Tokyo, 157-0062, Japan

From: Board of Supervisors, (BOS)
To: BOS-Supervisors; Wong, Linda (BOS)
Subject: FW: Please do not adopt Resolution #171070
Date: Tuesday, October 31, 2017 8:25:00 AM

From: Masumi Reade [mailto:masumi.reade@gmail.com]

Sent: Monday, October 30, 2017 10:34 PM

To: Lee, Mayor (MYR) <mayoredwinlee@sfgov.org>; Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>; Page_Ritchie, Sharon (ART) <sharon.page_ritchie@sfgov.org>; Patterson, Kate (ART) <kate.patterson@sfgov.org>; online@rafu.com; opinion@sfchronicle.com; caleb@sfist.com; hknight@sfchronicle.com; viewer@pbs.org; jcurran@sfmediaco.com; gandersen@sfexaminer.com; ldudnick@sfexaminer.com; lkatz@sfexaminer.com; jsabatini@sfexaminer.com

Subject: Please do not adopt Resolution #171070

Dear Board of Supervisors,

I strongly protest against the Resolution #171070 [Accept and Expend Gift - Comfort Women Justice Coalition - Gift of Artwork and Funds for the Maintenance of the Artwork Entitled "Comfort Women's" Column of Strength - Total Gift Value of 398,000].

It will promote hostility towards the Japanese American community, including increasing tensions between Asian American. The resolution, rather than promoting inclusion, will promote intolerance.

Sincerely,

--

Masumi Reade

リード真澄

From: Board of Supervisors, (BOS)
To: BOS-Supervisors; Wong, Linda (BOS)
Subject: FW: I am against Resolution #171070
Date: Tuesday, October 31, 2017 8:25:00 AM

From: jcw215 [mailto:ccc45kgjo55@gmail.com]

Sent: Monday, October 30, 2017 10:35 PM

To: Lee, Mayor (MYR) <mayoredwinlee@sfgov.org>; Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>; Page_Ritchie, Sharon (ART) <sharon.page_ritchie@sfgov.org>; Patterson, Kate (ART) <kate.patterson@sfgov.org>; online@rafu.com; opinion@sfchronicle.com; caleb@sfrist.com; hknight@sfchronicle.com; viewer@pbs.org; jcurran@smediaco.com; gandersen@sfexaminer.com; ldudnick@sfexaminer.com; lkatz@sfexaminer.com; jsabatini@sfexaminer.com

Subject: I am against Resolution #171070

Dear Board of Supervisors,

I strongly protest against the Resolution #171070 [Accept and Expend Gift - Comfort Women Justice Coalition - Gift of Artwork and Funds for the Maintenance of the Artwork Entitled "Comfort Women's" Column of Strength - Total Gift Value of 398,000].

Please listen to the Japanese story.

You are creating conflict.

Sincerely,

Kenji Sato ,japan saitama

From: 中村 靖彦
To: Board of Supervisors. (BOS)
Subject: I am against Resolution #171070
Date: Tuesday, October 31, 2017 7:58:00 AM

Dear Board of Supervisors,
I strongly protest against the Resolution #171070 [Accept and Expend Gift - Comfort Women Justice Coalition - Gift of Artwork and Funds for the Maintenance of the Artwork Entitled "Comfort Women's" Column of Strength - Total Gift Value of 398,000]. I have read the inscription of the memorial, and found out there are many factual errors. I believe SF must not make a historical judgement without verifications.
Sincerely,

Yasuhiko NAKAMURA
880-7, Soryo, Mashiki-machi, Kamimashiki-gun, Kumamoto Prefecture, Japan

From: bandou100@excite.co.jp
To: hahatoribe1@gmail.com
Subject: Please do not adopt Resolution #171070
Date: Tuesday, October 31, 2017 7:41:46 AM

Dear Board of Supervisors,

I strongly protest against the Resolution #171070 [Accept and Expend Gift - Comfort Women Justice Coalition - Gift of Artwork and Funds for the Maintenance of the Artwork Entitled "Comfort Women's" Column of Strength - Total Gift Value of 398,000].

It will open the floodgates for others seeking a platform for incidents that occurred outside of this country. I ask you not to adopt the resolution at the next meeting.

Sincerely,

BANDO Shiro
Kanagawa JAPAN

From: gabriela.tanno
To: [Lee_Mayor \(MYR\); Board of Supervisors \(BOS\); Page Ritchie, Sharon \(ART\); Patterson, Kate \(ART\);
online@rafu.com; opinion@sfchronicle.com; caleb@sfist.com; hknight@sfchronicle.com; viewer@pbs.org;
jcurran@sfmediaco.com; gandersen@sfexaminer.com; ldudnick@sfexaminer.com; lkatz@sfexaminer.com;
isabatini@sfexaminer.com](mailto:Lee_Mayor_(MYR); Board_of_Supervisors_(BOS); Page_Ritchie_Sharon_(ART); Patterson_Kate_(ART); online@rafu.com; opinion@sfchronicle.com; caleb@sfist.com; hknight@sfchronicle.com; viewer@pbs.org; jcurran@sfmediaco.com; gandersen@sfexaminer.com; ldudnick@sfexaminer.com; lkatz@sfexaminer.com; isabatini@sfexaminer.com)
Subject: Please do not adopt Resolution #171070
Date: Tuesday, October 31, 2017 6:38:47 AM

Dear Mayor Lee and Board of Supervisors,

I strongly protest against the Resolution #171070 [Accept and Expend Gift - Comfort Women Justice Coalition - Gift of Artwork and Funds for the Maintenance of the Artwork Entitled "Comfort Women's" Column of Strength - Total Gift Value of 398,000].

And please listen to the word of Mayor Yoshimura of Osaka, your sister city.

San Francisco should spend the budget for the victims for real sex trafficking happening right now, not for the controversial monument.

Sincerely,

Gabriela Rie Tanno,

2-412 Green Stage, 3-1-8 Takanodai Minami, Sugito, Saitama Japan

Tel:+81-480-34-0075

From: Masaaki Nakatani
To: [Lee, Mayor \(MYR\)](#); [Board of Supervisors, \(BOS\)](#); [Page Ritchie, Sharon \(ART\)](#); [Patterson, Kate \(ART\)](#); [online@rafu.com](#); [opinion@sfchronicle.com](#); [caleb@sfist.com](#); [hknights@sfchronicle.com](#); [viewer@pbs.org](#); [jcurran@sfmediaco.com](#); [gandersen@sfexaminer.com](#); [ldudnick@sfexaminer.com](#); [lkatz@sfexaminer.com](#); [jsabatini@sfexaminer.com](#)
Subject: My opinion about Resolution #171070
Date: Tuesday, October 31, 2017 5:08:59 AM

Dear Board of Supervisors,

I strongly protest against the Resolution #171070 [Accept and Expend Gift - Comfort Women Justice Coalition - Gift of Artwork and Funds for the Maintenance of the Artwork Entitled "Comfort Women's" Column of Strength - Total Gift Value of 398,000].

Is it okay for SF to be secretly influenced and misled by North Korean political maneuvering in your multicultural society?

I am afraid this resolution will become a trigger to create racial conflicts in SF.

Sincerely,

Masaaki Nakatani
Tokyo, Japan

From: primrose@primrose.jp
To: [Lee, Mayor \(MYR\)](#); [Board of Supervisors, \(BOS\)](#); [Page Ritchie, Sharon \(ART\)](#); [Patterson, Kate \(ART\)](#); online@rafu.com; opinion@sfchronicle.com; caleh@sfist.com; hknight@sfchronicle.com; viewer@pbs.org; jcurran@sfmediaco.com; gandersen@sfexaminer.com; ldudnick@sfexaminer.com; lkatz@sfexaminer.com; jsabatini@sfexaminer.com
Subject: Dear Board of Supervisors,
Date: Tuesday, October 31, 2017 4:55:33 AM

Dear Board of Supervisors,

I strongly protest against the Resolution #171070 [Accept and Expend Gift - Comfort Women Justice Coalition - Gift of Artwork and Funds for the Maintenance of the Artwork Entitled "Comfort Women's" Column of Strength - Total Gift Value of 398,000].

The comfort women issue deals with matters between foreign governments and has nothing to do with SF. I ask you not to adopt the resolution at the next meeting.

Sincerely,

NOZAKI YUKIO

Japan kanagawa chigasaki

From: evo_4www@yahoo.co.jp
To: [Lee, Mayor \(MYR\)](#); [Board of Supervisors, \(BOS\)](#); [Page Ritchie, Sharon \(ART\)](#); [Patterson, Kate \(ART\)](#); online@rafu.com; opinion@sfchronicle.com; caleb@sfist.com; hknight@sfchronicle.com; viewer@pbs.org; jcurran@sfmediaco.com; gandersen@sfexaminer.com; ldudnick@sfexaminer.com; lkatz@sfexaminer.com; jsabatini@sfexaminer.com
Subject: I firmly oppose Resolution # 171070.
Date: Tuesday, October 31, 2017 4:28:58 AM

I firmly oppose the resolution.

The comfort women issue is a matter of foreign government, SF is irrelevant.

Please do not adopt it at city council.

From: tomonori.okada
To: [Lee_Mayor \(MYR\)](mailto:Lee_Mayor@MYR); [Board of Supervisors \(BOS\)](mailto:Board_of_Supervisors@BOS); [Page Ritchie, Sharon \(ART\)](mailto:Page_Ritchie@Sharon); [Patterson, Kate \(ART\)](mailto:Patterson_Kate@ART); online@rafu.com; opinion@sfchronicle.com; caleb@sfist.com; hknight@sfchronicle.com; viewer@pbs.org; jcurran@sfmediaco.com; gandersen@sfexaminer.com; ldudnick@sfexaminer.com; lkatz@sfexaminer.com; jsabatini@sfexaminer.com
Subject: Please do not adopt Resolution #171070
Date: Tuesday, October 31, 2017 2:33:12 AM

Dear Board of Supervisors,

I strongly protest against the Resolution #171070 [Accept and Expend Gift - Comfort Women Justice Coalition - Gift of Artwork and Funds for the Maintenance of the Artwork Entitled "Comfort Women's" Column of Strength - Total Gift Value of 398,000].

It will promote hostility towards the Japanese American community, including increasing tensions between Asian American. The resolution, rather than promoting inclusion, will promote intolerance.

Sincerely,

Tomonori Okada
Tokyo, JAPAN

From: 岡田 正伸
To: Board of Supervisors. (BOS)
Subject: I am against Resolution #171070
Date: Tuesday, October 31, 2017 2:27:34 AM

Dear Board of Supervisors,

I strongly protest against the Resolution #171070 [Accept and Expend Gift - Comfort Women Justice Coalition - Gift of Artwork and Funds for the Maintenance of the Artwork Entitled "Comfort Women's" Column of Strength - Total Gift Value of 398,000]. I have read the inscription of the memorial, and found out there are many factual errors. I believe SF must not make a historical judgement without verifications.

Sincerely,

Masanobu Okada
Tokyo, JAPAN

From: rxbx.lol@gmail.com
To: [Lee, Mayor \(MYR\)](#); [Board of Supervisors, \(BOS\)](#); [Page Ritchie, Sharon \(ART\)](#); [Patterson, Kate \(ART\)](#); [online@rafu.com](#); [opinion@sfchronicle.com](#); [caleb@sfist.com](#); [hknight@sfchronicle.com](#); [viewer@pbs.org](#); [jcurran@sfmediaco.com](#); [gandersen@sfexaminer.com](#); [ldudnick@sfexaminer.com](#); [lkatz@sfexaminer.com](#); [jsabatini@sfexaminer.com](#)
Subject: My opinion about Resolution #171070
Date: Tuesday, October 31, 2017 2:06:20 AM
Importance: High

Dear Board of Supervisors,

I strongly protest against the Resolution #171070 [Accept and Expend Gift - Comfort Women Justice Coalition - Gift of Artwork and Funds for the Maintenance of the Artwork Entitled "Comfort Women's" Column of Strength - Total Gift Value of 398,000]. I have read the inscription of the memorial, and found out there are many factual errors. I believe SF must not make a historical judgement without verifications.

Sincerely,

Yasuko Sekine
2-17-11 Showa, Kawasaki, Kanagawa, Japan

From: 若松和夫
To: [Lee, Mavor \(MYR\)](mailto:Lee_Mavor@MYR.com); [Board of Supervisors, \(BOS\)](mailto:Board_of_Supervisors@BOS.com); [Page, Ritchie, Sharon \(ART\)](mailto:Page_Ritchie@ART.com); [Patterson, Kate \(ART\)](mailto:Patterson_Kate@ART.com); online@rafu.com; opinion@sfchronicle.com; caleb@sfist.com; hknight@sfchronicle.com; viewer@pbs.org; jcurran@sfmediaco.com; gandersen@sfexaminer.com; ldudnick@sfexaminer.com; lkatz@sfexaminer.com; jsabatini@sfexaminer.com
Subject: My opinion about Resolution #171070
Date: Tuesday, October 31, 2017 1:24:53 AM

Dear Board of Supervisors,

I strongly protest against the Resolution #171070 [Accept and Expend Gift - Comfort Women Justice Coalition - Gift of Artwork and Funds for the Maintenance of the Artwork Entitled "Comfort Women's" Column of Strength - Total Gift Value of 398,000]. I have read the inscription of the memorial, and found out there are many factual errors.

I believe SF must not make a historical judgement without verifications.

Sincerely;

k.wakamatsu

Hyougo Japan
Akashi

From: fukushima_sayoko
To: [Lee_Mayor \(MYR\); Board of Supervisors, \(BOS\); Page Ritchie, Sharon \(ART\); Patterson, Kate \(ART\); online@rafu.com; opinion@sfchronicle.com; caleb@sfist.com; hknight@sfchronicle.com; viewer@pbs.org; jcurran@sfmediaco.com; gandersen@sfexaminer.com; ldudnick@sfexaminer.com; lkatz@sfexaminer.com; jsabatini@sfexaminer.com](mailto:Lee_Mayor(MYR); Board_of_Supervisors_(BOS); Page_Ritchie_Sharon(ART); Patterson_Kate(ART); online@rafu.com; opinion@sfchronicle.com; caleb@sfist.com; hknight@sfchronicle.com; viewer@pbs.org; jcurran@sfmediaco.com; gandersen@sfexaminer.com; ldudnick@sfexaminer.com; lkatz@sfexaminer.com; jsabatini@sfexaminer.com)
Subject: I am against Resolution #171070 from JAPAN
Date: Tuesday, October 31, 2017 1:21:53 AM

Dear Board of Supervisors,

I strongly protest against the Resolution #171070 [Accept and Expend Gift - Comfort Women Justice Coalition - Gift of Artwork and Funds for the Maintenance of the Artwork Entitled "Comfort Women's" Column of Strength - Total Gift Value of 398,000].

Is it okay for SF to be secretly influenced and misled by North Korean political maneuvering in your multicultural society?

I am afraid this resolution will become a trigger to create racial conflicts in SF.

I have read the inscription of the memorial, and found out there are many factual errors and lots of lies.

The Japanese government does not officially admit it.

I believe SF must not make a historical judgement without verifications.

Sincerely,

Sayoko Fukushima

Noda city, Chiba, JAPAN

From: 小川晴夫
To: [Lee, Mayor \(MYR\)](mailto:Lee_Mayor@MYR); [Board of Supervisors \(BOS\)](mailto:Board_of_Supervisors@BOS); [Page Ritchie, Sharon \(ART\)](mailto:Page_Ritchie@ART); [Patterson, Kate \(ART\)](mailto:Patterson_Kate@ART); online@rafu.com; opinion@sfchronicle.com; caleb@sfist.com; hknight@sfchronicle.com; viewer@pbs.org; jcurran@sfmediaco.com; gandersen@sfexaminer.com; ldudnick@sfexaminer.com; lkatz@sfexaminer.com; jsabatini@sfexaminer.com
Subject: I am against Resolution #171070
Date: Tuesday, October 31, 2017 1:17:00 AM

Dear Board of Supervisors,

I strongly protest against the Resolution #171070 [Accept and Expend Gift - Comfort Women Justice Coalition - Gift of Artwork and Funds for the Maintenance of the Artwork Entitled "Comfort Women's" Column of Strength - Total Gift Value of 398,000].

SF should spend the budget for the victims of real sex trafficking happening right now, not for the controversial monument. In addition I found out many factual errors in the inscription of the memorial, after having read and I opine SF should neither make a historical judgement nor make the resolution without verifications.

Sincerely,

Haruo Ogawa
1-13 Honcho Funabashi city Chiba Prefecture, Japan

From: sa sakai
To: Lee, Mayor (MYR)
Subject: Please do not adopt Resolution #171070
Date: Tuesday, October 31, 2017 12:43:09 AM

Dear Board of Supervisors,

I strongly protest against the Resolution #171070 [Accept and Expend Gift - Comfort Women Justice Coalition - Gift of Artwork and Funds for the Maintenance of the Artwork Entitled "Comfort Women's" Column of Strength - Total Gift Value of 398,000].

The comfort women issue deals with matters between foreign governments and has nothing to do with SF. I ask you not to adopt the resolution at the next meeting.

Sincerely,

From: 崩井 隆
To: Lee, Mayor (MYR); Board of Supervisors. (BOS); Page, Ritchie, Sharon (ART); Patterson, Kate (ART);
online@rafu.com; opinion@sfchronicle.com; caleb@sfist.com; hknight@sfchronicle.com; viewer@pbs.org;
jcurran@sfmediaco.com; gandersen@sfexaminer.com; ldudnick@sfexaminer.com; lkatz@sfexaminer.com;
jsabatini@sfexaminer.com
Subject: I am against Resolution #171070
Date: Tuesday, October 31, 2017 12:17:08 AM

Dear Board of Supervisors,

I strongly protest against the Resolution #171070 [Accept and Expend Gift - Comfort Women Justice Coalition - Gift of Artwork and Funds for the Maintenance of the Artwork Entitled "Comfort Women's" Column of Strength - Total Gift Value of 398,000].

It will create conflict between Chinese and Korean background citizens and Japanese background citizens in SF. It is not good in your multicultural society.

Sincerely,

JAPAN

Takashi Minei t.mine@sky.plala.or.jp Osaka City,

From: 岸野みさを
To: Lee, Mayor (MYR); Board of Supervisors, (BOS); Page Ritchie, Sharon (ART); Patterson, Kate (ART);
online@rafu.com; opinion@sfchronicle.com; caleb@sfist.com; hknight@sfchronicle.com; viewer@pbs.org;
jcurran@sfmediaco.com; gandersen@sfexaminer.com; ldudnick@sfexaminer.com; lkatz@sfexaminer.com;
jsabatini@sfexaminer.com
Date: Monday, October 30, 2017 11:40:10 PM

Dear Board of Supervisors,

I strongly protest against the Resolution #171070 [Accept and Expend Gift - Comfort Women Justice Coalition - Gift of Artwork and Funds for the Maintenance of the Artwork Entitled "Comfort Women's" Column of Strength - Total Gift Value of 398,000].

It will create conflict between Chinese and Korean background citizens and Japanese background citizens in SF. It is not good in your multicultural society.

Sincerely,

Misawo Kishino
1-96-16
Motohachioujimachi Hachioujishi
Tokyo Japan

岸野みさを
193-0826 東京都八王子市元八王子町1丁目96-16
メール:1940hoisa@gmail.com
TEL:042-665-1722

From: Kikuyo Hisatakke
To: Lee, Mayor (MYR); Board of Supervisors, (BOS); Page Ritchie, Sharon (ART); Patterson, Kate (ART);
online@rafu.com; opinion@sfchronicle.com; caleb@sfist.com; hknight@sfchronicle.com; viewer@pbs.org;
icurran@sfmediaco.com; gandersen@sfexaminer.com; jdudnick@sfexaminer.com; lkatz@sfexaminer.com;
jsabatini@sfexaminer.com
Subject: Experts of the issue of comfort women deleted how to check evidence.
Date: Monday, October 30, 2017 11:24:06 PM

Everybody of San Francisco(サンフランシスコのみなさん)

Experts of the issue of comfort women deleted how to check evidence.
(慰安婦問題の専門家たちが、証拠を検討する方法を消した)

Yoshiaki Yoshimi is a researcher of the top of the issue of comfort women.
(吉見義明氏は、慰安婦問題のトップの研究者である)

He is related with China. This becomes clear. He wrote such an article.
(彼は中国と関係している。これは、はっきりしている。彼はそういう論文を書いた。)

He adopted the historical materials of the Nanjing case in evidence.
(彼は、南京事件の史料を、証拠として採用した。)

There are the historical materials to be related to China a lot.
(中国に関係する史料は、たくさんある。)

However, most are imitations.
(しかし、その多くがニセモノである)

The trust for China completely shakes.
(中国に対する信用は、完全に揺らいでいる。)

I strongly protest against the Resolution #171070.

I transmitted messages to the media of the world by the following contents.
There are the lists in my homepage.
(私は、次のような内容で、世界中のメディアに送信しました。
私のホームページにはリストがあります。)

Experts of the issue of comfort women deleted how to check evidence.
(慰安婦問題の専門家たちが、証拠を検討する方法を消した)

I am a 61-years-old Japanese woman.

There was the following news.(以下のようなニュースがありました)
Ex-German chancellor visits 'comfort women'
(前ドイツ首相、従軍慰安婦を訪ねる)
http://www.koreatimes.co.kr/www/news/nation/2017/09/120_236299.html

I have an opinion about this news.(このニュースに意見があります)

I was concerned with a problem how studied the history for 40 years.

(私は40年前から、歴史をどう研究するか、という問題に関わってきました。)

In Japan, a classic of positivism written in 1935 disappeared in about 2000.
(日本では、2000年頃に、1935年に書かれた実証主義の古典が消えました。)

I wondered at it.

And I uploaded the classic in the whole sentence, my homepage.
(私はそれを不思議に思いました。
そして、その古典を全文、私のホームページにUPしました。)

It is certain that the top of the Japanese expert of the issue of comfort women
hid this book.

(日本の慰安婦問題専門家のトップが、この本を隠したことは確実です。)
And it is sure that they made the study of the left researcher full of defects

(そして彼らが、左派研究者の研究を、欠陥だらけにしたことは確かです。)

By the following contents, I sent an email to the Mayor of San Francisco
and large number of American media.
(以下の内容で、サンフランシスコ市長や多数のアメリカメディアに、
メールを送りました。)

Experts of the issue of comfort women deleted how to check whether evidence is
genuine.
(慰安婦問題トップ専門家が証拠が本物かどうかの検討法を消したのです)
<http://tikyuudaigaku.web.fc2.com/170921ri-sannfurannsisukosityou.html>

Please read other email. But it is Japanese.
(他のメールも読んでください。日本語ですが)
Studies of the Japanese left have many serious defects.
(左派の研究は欠陥だらけです)

Though I transmitted messages to 3,500 places, there is no argument.
(3500カ所に送信しましたが、誰も反論できません。)
<http://tikyuudaigaku.web.fc2.com/170922kyoudai11gatusai.html>
(It is a product for student groups of Kyoto University.
京都大学の学生グループ向けです。)

Kikuyo Hisatake (久武喜久代) 61 years old kanagawa in Japan
suisyou2006@nifty.com

From: 池田由紀子
To: Board of Supervisors, (BOS)
Subject: I am against Resolution #171070
Date: Monday, October 30, 2017 11:17:28 PM

Dear Board of Supervisors.

I strongly protest against the Resolution#171070

[Accept and Expend Gift- Comfort Women Justice Coalition-Gift of Artwork and Funds for the Maintenance of the Artwork Entitled ' Comfort Women's' Column of Strength-Total Gift Value of 398000]

It will create conflict between Chinese and Korean background citizens and Japanese background citizens in SF.

The resolution,rather than promote intolerance.

You're Sincerely

Yukiko Ikeda
〒274-0823
Ninomiya 2-27-5
Funabashi city Chiba Pref.

^^イケダユキコxox

From: ashimatani_06@yahoo.co.jp
To: [Lee, Mayor \(MYR\)](#); [Board of Supervisors, \(BOS\)](#); [Page Ritchie, Sharon \(ART\)](#); [Patterson, Kate \(ART\)](#); online@rafu.com; opinion@sfchronicle.com; caleb@sfist.com; hknight@sfchronicle.com; viewer@pbs.org; jcurran@sfmediaco.com; gandersen@sfxaminer.com; ldudnick@sfxaminer.com; lkatz@sfxaminer.com; jsabatini@sfxaminer.com
Subject: I am against Resolution #171070 with reason.
Date: Monday, October 30, 2017 10:47:21 PM
Importance: High

Dear Board of Supervisors,

I protest against the Resolution #171070.

Why can you accept expend Gift Value of 398,000 dollars?

Do you think why Osaka City told about sister cities contract cancel?

It will certainly create conflict between Chinese and Korean background citizens and Japanese background citizens in SF.

And It will also create conflict between SF citizens and Japanese.

Is it okay for SF to be secretly influenced and misled by North Korean political maneuvering in your multicultural society?

You must not make a historical judgement without verifications.

Do you follow them compliantly?

Do you assist that and are you fine?

I strongly protest against the Resolution.

Sincerely,

Atsuji Shimatani

Kyoto, JAPAN

Wong, Linda (BOS)

From: Carroll, John (BOS)
Sent: Wednesday, November 01, 2017 2:10 PM
To: Board of Supervisors, (BOS)
Cc: Major, Erica (BOS); Wong, Linda (BOS); Young, Victor
Subject: FW: ★It'll be a reference data, so please check it.★ A comfort woman image is installed in the park of San Francisco City, and an unveiling ceremony is held.

Attachments: San Francisco CityHall (California / United States of America) .png;
Mayor_Ed_Lee_Mayor of San Francisco (California / United States of America) .jpg;
Mayor of Edwin Lee San Francisco / Mayor of 朴元淳 (Park Won Soon) Seoul.png; Mayor of Edwin Lee San Francisco / Mayor of 朴元淳 (Park Won Soon) Seoul / MOU Signing Ceremony for Strengthening Cooperation and Exchanges between the City of Seoul / Norman Yee Member of the Diet.jpg; Comfort woman image unveiling ceremony in San Francisco City Saint Mary square Park①in San Francisco City. Saint Mary square Park. (California / United States of America) .jpg; Comfort woman image unveiling ceremony in San Francisco City Saint Mary square Park② 李容洙 (Lee Yong Soo) Former comfort woman and Michael Makoto Mike Honda congressman.jpg; Comfort woman image unveiling ceremony in San Francisco City Saint Mary square Park③ 李容洙 (Lee Yong Soo) Former comfort woman and Michael Makoto Mike Honda congressman.jpg; Comfort woman image unveiling ceremony in San Francisco City Saint Mary square Park④ 李容洙 (Lee Yong Soo) Former comfort woman and Michael Makoto Mike Honda congressman.jpg; Comfort woman image unveiling ceremony in San Francisco City Saint Mary square Park⑤ 李容洙 (Lee Yong Soo) Former comfort woman.jpg; Comfort woman image unveiling ceremony in San Francisco City Saint Mary square Park⑥.jpg; Comfort woman image unveiling ceremony in San Francisco City Saint Mary square Park⑦Mr. Steven Whyte production.jpg; Comfort woman image unveiling ceremony in San Francisco City Saint Mary square Park⑧Mr. Steven Whyte production.jpg; Asahi_Shimbun_Tokyo_head_office.jpg; Asahi_Shimbun_Tokyo_head_office①.jpg; Asahi_Shimbun_Tokyo_head_office②.jpg; Asahi_Shimbun_Tokyo_head_office③.jpg; Japanese_Asahi_Shimbun_Tokyo_head_office①.jpg; Japanese_Asahi_Shimbun_Tokyo_head_office②.jpg; Japanese_Asahi_Shimbun_Tokyo_head_office③.jpg; Japanese_Asahi_Shimbun_Tokyo_head_office④.jpg; ①The Asahi Shimbun (Japan) / Asahi Shimbun's president apologizes and interviews (I delete the Seiji Yoshida testimony article of the comfort woman).jpg; ②The Asahi Shimbun (Japan).jpg; ③Company flag of the Japanese Asahi Shimbun.png; ④The Asahi Shimbun (Japan) / Asahi Shimbun logo.jpg; ①The Asahi Shimbun (Japan).jpg; Oyaji-lanfu.jpg; The U.S. official document(Page 1).jpg; The U.S. official document(Page 5).jpg; Allied Forces translation (Page 5).jpg; Allied Forces translation (Page 13).jpg; Allied Forces translation (Page 17).jpg; attachment12.jpg; attachment34.jpg; Comfort woman's payroll sheet.jpg; comfort%20women%202.jpg; comfort%20women%205.jpg; comfort%20women%206.jpg; comfort_20women_202.jpg; comfort_20women_203.jpg

Forwarding to the Board email.

JEC

From: 彦山進 [mailto:s-hikoyama@rx.tnc.ne.jp]

it: Wednesday, November 01, 2017 12:47 PM

To: Major, Erica (BOS) <erica.major@sfgov.org>; Wong, Linda (BOS) <linda.wong@sfgov.org>; Carroll, John (BOS) <john.carroll@sfgov.org>; Young, Victor <victor.young@sfgov.org>

Subject: ★It'll be a reference data, so please check it.★ A comfort woman image is installed in the park of San Francisco City, and an unveiling ceremony is held.

●Dear Mayor of San Francisco, member of a municipal assembly, park executive committee

Dear Board of Supervisors ,Dear Supervisors of City and County of San Francisco (California / United States of America)

Please do not adopt Resolution #171070

I am against Resolution #171070

From the sun Franco city comfort woman group to \$ 398,000 (€342, 280) contribution approval resolution.

A retrograded resolution to contribute a comfort woman monument to the city as art in budget finance Committee of November 2 is discussed.

I strongly protest against the Resolution #171070 [Accept and Expend Gift - Comfort Women Justice Coalition - Gift of Artwork and Funds for the Maintenance of the Artwork Entitled "Comfort Women's" Column of Strength - Total Gift Value of 398,000].

It will create conflict between Chinese and Korean background citizens and Japanese background citizens in SF. It is not good in your multicultural society.

【 A comfort woman image is installed in the park (Saint Mary's park) of San Francisco City, and an unveiling ceremony is held. 】 (September 26, 2017)

*The unveiling ceremony of the comfort woman image was performed in the exhibit space of the Saint Mary's park in the Chinatown of California San Francisco City, U.S. on 22nd.

The image setting in the big city of America is naive.

According to the person concerned, it is decided that the exhibit space is donated to the city and may become the setting of the third case on the U.S. public land.

Following the park of California Glendale City, the Georgia Brooke heaven city, it becomes the third case.

According to the plural members of a city council, the exhibit space that was private land is donated to the city side on this month 17, and it is said that the wall which surrounded space is removed, and a ceremony to celebrate a general release was opened.

If San Francisco city accepts donation, it becomes the third case in public facilities..

September 22 is just the second year after the municipal assembly adopted a resolution to promote image setting and adopts a resolution to assume 22nd "the day of the comfort woman" in the municipal assembly on the 19th of this month unanimously.

The group of China and Korea which promoted comfort woman setting accuses the nullification of the Japan and Korea agreement that sang a final and irreversible solution about the issue of comfort woman of December 28, 2015.

I understood that a resolution to establish September 22 in California San Francisco municipal assembly, U.S. on "the day of the comfort woman" on 19th was discussed. It is expected that it is voted on the same day.

○ Mayor Hirofumi Yoshimura of Osaka-shi (sister city of Japan) stated, "I cancel the relations of the sister city if San Francisco would accept the donation of the comfort woman image from the group" about a Chinese private sector having installed a comfort woman image and an epitaph in a park of San Francisco City of the sister city, U.S. on 25th.

The epitaph explaining a comfort woman image specifies a comfort woman with "a sex slave".

Mayor Hirofumi Yoshimura of Osaka-shi that was the sister city of the sun Franco city expressed it saying "I cancel a sister city if I accepted an image and an epitaph".

William Francis "Bill" Hagerty IV U.S. stationing in Japan ambassador and the meeting that the Ichiro Matsui Governor of Osaka Prefecture took up the new post in August.

In a talk, governor Matsui shows discomfort for the issue of comfort woman image of the sun Franco city and explains to ambassador William Francis "Bill" Hagerty IV, "wrong information drifted to the world in fake news of the Asahi Shimbun as for the problem of the comfort woman".

I emphasized, "I am concerned about the relations of the two countries not advancing in wrong information well".

- So for me, it is very upsetting to know that you plan to erect the comfort women monument in the public park.

The approved inscription of the memorial depicts "Comfort Women" as "sexually enslaved", "hundreds of thousands of women and girls" and "Most of these women died during their wartime captivity." What are the evidence or primary source to proof these allegations? Or name the historians.

The government of Japan officially denies above at UN human rights committees, stating "the figure '200,000 persons' as the number of comfort women also lacks concrete evidence", "the expression 'sex slaves' contradicts the facts" and "there are one-sided claims which lack any corroborative evidence in the reports by the United Nations Special Rapporteurs as well as in the criticisms and recommendations from treaty bodies".

* <http://www.archives.gov/iwg/reports/final-report-2007.pdf>

<http://www.exordio.com/1939-1945/codex/Documentos/report-49-USA-orig.html>

● Dear Mayor of San Francisco, member of a municipal assembly, park executive committee

Dear Supervisors of City and County of San Francisco.

I strongly protest "the comfort woman image" of the San Francisco city (Estado de California / United States of America) . .

* I expect reconsideration about the comfort woman image setting from the people of the San Francisco municipal assembly.

I strongly protest against the "Comfort Women" monument in San Francisco. Saint Mary square Park. (Public park of San Francisco City.)

Thank you very much.

Sincerely,

Susumu Hikoyama

3-5 Kuniyoshida 6-choume, suruga-ku, shizuoka-city, shizuoka- Prefecture 422-8004, JAPAN

PETITION TO SF BOARD OF SUPERVISORS FROM THE PEOPLE OF OSAKA & JAPAN

October 27, 2017

Dear San Francisco Board of Supervisors,

We, the citizens and residents of Japan wish for the construction of genuine peace through Japanese government's resolution of the history of Japanese Military Sexual Slavery (or "Comfort Women") system among other acts of imperial aggression waged by Japan during WWII. As such, we were deeply moved by the erection of the Comfort Women Memorial in San Francisco through the acts of solidarity among the people of San Francisco and their supporters, namely from the Chinese, Korean, and Japanese American Diasporic communities and others, as part of an effort to remember the history, sharing in their wish for the resolution of the "Comfort Women" issue, towards eradication of all violence against girls and women. We celebrated your unveiling of the memorial from afar.

However, on September 29, 2017, only a week after the historic unveiling of the memorial, Mayor Hirofumi Yoshimura of Osaka issued an open letter to San Francisco Mayor Edwin Lee, demanding that San Francisco reject the memorial, and even threatening that otherwise, he would be compelled to terminate the sister city relationship with San Francisco. We can hardly contain our shock and indignation.

Not only that, we have learned that the San Francisco-based Consul General of Japan, Jun Yamada, insisted that the "Comfort Women" memorial is based on one-sided 'facts' and that a historical perspective grounded in them do not reflect that of Japan's masses. We unequivocally state that this is an inaccurate assertion on his part.

Statements made by Mayor Yoshimura and Consul General Yamada contradict the *Kono Statement*, which was adopted by Japan's Cabinet, and must not be tolerated as coming from a public official of Japan. Furthermore, their statements deny the very existence of Japanese Military Sexual Slavery system, ignoring mounting evidence as a result of many years of rigorous research, investigation and scholarship, as well as the testimonies of the victim survivors themselves, and thus, constitute historical denialism.

On October 13, 2017, with endorsement of 59 organizations throughout Japan, we submitted a written protest letter to Mayor Yoshimura, urging him to immediately halt his pressure on San Francisco. Mayor Yoshimura's acts that resort to political pressure on the City of San Francisco do not reflect the will and the wishes of his Osaka City constituents. We had also denounced the 2015 bilateral "agreement" between South Korea and Japan

October 27, 2017

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on strongest terms on the basis of our belief that it does not lead to a genuine solution of the issue.

We hereby reiterate to you, that we are in unequivocal support of the Comfort Women Memorial establishment in San Francisco, and would like to express our sincerest gratitude and admiration for the will of the people of San Francisco towards this effort.

To accept the gift of the Comfort Women Memorial as a public memorial in San Francisco is our shared sincerest wish, grounded in our vision of a world in which all women's human rights will be respected. We hope that you will all cast your votes to accept the gift of the Comfort Women Memorial from the Comfort Women Justice Coalition on behalf of the City and County of San Francisco.

Signed:

Osaka Residents (surname, given name)

Kawaguti Kouiti

Kishimoto Junko

Higuti You

Kohasi Miho

Kohasi Eiko

Fuzibayasi Kenzi

Arimoto Masaaki

Kitahata Chiyo

Nakazawa Kouji

Yokomichi Akiko

YANG Wooja

Tuzi Mayumi

Ohno Hiroko

Oh Minsuk

Nagasawa Tamie

Bunya Yoshito

Lim Bangja

Tatsumi Yuko

Kobayashi Hiroko

LEE CHEOL

YamamotoTo Tsuneo

October 27, 2017

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PETITION TO SF BOARD OF SUPERVISORS FROM THE PEOPLE OF OSAKA & JAPAN

YOO YOUNGSOO

Sumitani Akira

Yamada Takatsugu

Honda Teturo

Hong Hyohaeng

Lee Wolsoon

Hirai Mitsuko

Ikura Kaeko

Kanamoto Yasuyoshi

Nakamura Yoshimasa

Tamaki Masahiko

Kim Yanmi

No Henji

CHO CHANGSIK

SHIN JYONG JA

HYON YUMI

XUCUIZHEJ

Mihashi Hideko

Hoshikawa Yohji

Hagiwara Enoo

Sato Nobuko

OH WOOGYEON

BANG CHUNGJA

Osaka Prefecture (excluding Osaka City)

Fujimoto Katsuyo, Higashi Osaka City

Suyama Kiyoko, Moriguchi City

Taima Taeko, Toyonaka City

Kado Taeko, Hirakata City

Suzuki Takashi, Suita City

Nishikawa Takeo, Suita City

Shimizu Kiyoko, Takatsuki City

Tanaka Naoko, Toyonaka City

Mito Kiyoko, Takatsuki City

Matsunoo Kaoru, Ibaraki City

Niimi Masuko, Izumisano City

SEO Yuna, Toyonaka City

October 27, 2017

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Makino Yoshinari, Sakai City
Hasegawa Kumiko, Takatsuki City
Ohto Hiroshi, Suita City
Omura Sunao, Hirakata City
Omura Kazuko, Hirakata City
Onji Tsunenobu, Minoh City
Kitagawa Kyoko, Minoh City
Nishimura Masayoshi, Suita City
Nishimura Sumiko, Suita City
Mizuno Minoru, Matsubara City
Kobayashi Akemi, Sakai City
Futaki Yoko, Takatsuki City
Kuroda Shizuyo, Suita City
Yamada Kouichi, Hirakata City
Nakagawa Kayoko, Toyonaka City
TaniTomoe, Sakai City
Imae Hiroyuki, Sakai City
Okada Dai, Moriguchi City
Matsuda Mikio, Hirakata City
Yamaguchi Hiroshi, Moriguchi City
KIM KYUNGMI, Tondabayashi City
Sako Kazuko, Takatsuki City
Nakakita Ryutarou, Osaka
Nomura Hisashi, Osaka
Nakano Fuyumi, Osaka
Kuroda Kaoru, Osaka

Outside of Osaka

Ishihara Eizi, Kobe, Hyogo
Matsui Kazuko, Gifu
Matsui Eisuke, Gifu
KIM Puja, Tokyo
Nakajima Yasuko, Yokohama
Tanaka Tohru, Shiga
Ago Kenji, Fukuoka
Kobayashi Hisatomo, Sapporo, Hokkaido
Kuno Ayako, Nagoya

October 27, 2017

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PETITION TO SF BOARD OF SUPERVISORS FROM THE PEOPLE OF OSAKA & JAPAN

Shiroyama Daiken, Hiroshima
Oshiharu Yoneda, Kyoto
Ohga Mieko, Kyoto
Mori Kazume, Takarazuka
Takemoto Noboru, Mie
Yamagata Junko, Shimonoseki
Yoneda Chiyoko, Takarazuka
Uenishi Sozo, Kitakyushu
Ikeda Yoshihiro, Kobe
Noguchi Chieko, Kitakyushu
Yokohara Yukio, Hiroshima
Kise Keiko, Kawasaki
Tsuzuki Sumie, Fukuyama
Maruta Takayoshi, Nagano
Yamashita Akiko, Kyoto
Yasuhara Keiko, Tokyo
Ikeda Eriko, Tokyo
Sekiguchi Akiko, Tokorozawa
Okumura Hiroshi, Hiroshima
Nishida Chizu, Kyoto
Fujii Katsuhiko, Nagoya
Iguchi Nariko, Takarazuka
Taba Sachiko, Tokyo
Taba Hirokazu, Tokyo
Kitamura Megumi, Hiroshima
YANG AISUN, Nara
Okahara Michiko, Hiroshima
Akiyoshi Kyoko, Ashiya
Sasaki Nobuyoshi, Amagasaki
Nakamura Takeshi, Nishinomiya
Yakabi Fumiko, Tokyo
Ito Taeko, Kyoto
Kitada Michiko, Kobe
Okauchi Yoshie, Kobe
KIM TAEHONG, Kobe
MITANI JUNKO, Amagasaki
Hirade Masato, Amagasaki
Hamaguchi Katuhiko, Kitakyushu

October 27, 2017

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Hamaguchi Mariko, Kitakyushu
Kishi Naoto, Hiroshima
Mizutani Masanobu, Aichi
Anzai Reiko, Gifu
Anzai Tatumiko, Gifu
Iwata Asako, Nagoya
Kogure Mitutsi, Nara
Kogure Humiko, Nara
Kubota Satoshi, Gifu
Kubota Mitie, Seto
Oonisi Yutaka, Nagoya
Nomura Masao, Gifu
Gotou Terumi, Gifu
Hayasi Kimiko, Gifu
Sugiyama Nanako, Aichi
Seo Hideyuki, Hokkaido
Isita Sotosige, Gifu
Isigouoka Hideko, Tokyo
Jae Bok Son, Nagoya
Anzai Sino, Tokyo
Misina Hiroko, Gifu
Terao Koumi, Saitama
Doi Keiko, Hiroshima
Nishi Kinya, Kobe
Adachi Katsuro, Nishinomiya
Fukada Keiko, Kobe
Awai Eiji, Ashiya
Yorinobu Naoe, Hiroshima
Mikami Wataru, Kitakyushu
Mikami Sachiko, Kitakyushu
Yokota Jun, Hiroshima
Iwaki Shunichi, Tokyo
Shiba Yoko, Saitama
Horie Setsuko, Toyama
Itou Kazuyuki, Yokkaichi
Gotou Shouzi, Nagano
Okuda Kazuhiro, Kyoto
Nemoto Masaru, Tochigi

October 27, 2017

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PETITION TO SF BOARD OF SUPERVISORS FROM THE PEOPLE OF OSAKA & JAPAN

Morikawa Shizuko, Saitama
Tsubokawa Hiroko, Tokyo
Iwamura Yoshio, Kobe
Inoue June, Nishinomiya
Shibasaki Haruko, Tokyo
Sato Chiyoko, Tokyo
Yasuda Chise, Tokyo
Minakami Sae, Hokkaido
Niwa Masayo, Tokyo
Ichiba Keiko, Okayama
Kwak Jinwoong, Kyoto
Nezu Kimiko, Tokyo
Ono Kyoko, Nara
Tai Eika, Raleigh, North Carolina, USA

Respectfully submitted,

Bang Chungja, pang_c7@tuba.ocn.ne.jp, Osaka City, Japan

Print Form

Introduction Form

By a Member of the Board of Supervisors or Mayor

RECEIVED
 BOARD OF SUPERVISORS
 SAN FRANCISCO
 20 OCT 17 PM 4:06
 Time stamp or meeting date
 AK

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 [] inquiries"
- 5. City Attorney Request.
- 6. Call File No. [] from Committee.
- 7. Budget Analyst request (attached written motion).
- 8. Substitute Legislation File No. [171070]
- 9. Reactivate File No. []
- 10. 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 the Imperative Form.

Sponsor(s):

Kim; Fewer, Peskin

Subject:

Accept and Expend Resolution for "Comfort Women's" Column of Strength maintenance funds

The text is listed:

Please see attached

Signature of Sponsoring Supervisor:

For Clerk's Use Only

Print Form

Introduction Form

By a Member of the Board of Supervisors or Mayor

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO

2017 OCT -3 PM 4:51

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 [] inquiries"
- 5. City Attorney Request.
- 6. Call File No. [] from Committee.
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- 9. Reactivate File No. []
- 10. Question(s) submitted for Mayoral Appearance before the BOS on []

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- 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 the Imperative Form.

Sponsor(s):

Kim, Fewer, Peskin

Subject:

[Accept and Expend Gift - Comfort Women Justice Coalition - "Comfort Women's" Column of Strength - \$190,000 and \$208,000]

The text is listed:

Resolution retroactively authorizing the San Francisco Arts Commission to accept a gift of art entitled The "Comfort Women's" Column of Strength valued at \$190,000 from the "Comfort Women" Justice Coalition, a non-profit organization, for display in a new plaza adjacent to St. Mary's Square known as St. Mary's Extension; and retroactively authorizing the Arts Commission to accept and expend a donation from the "Comfort Women" Justice Coalition of \$208,000 for the purpose of maintaining the artwork for a period not less than 20 years.

Signature of Sponsoring Supervisor:

For Clerk's Use Only

