

File No. 140189

Committee Item No. 9

Board Item No. \_\_\_\_\_

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Sub-Committee

Date: 3/12/2014

Board of Supervisors Meeting

Date: \_\_\_\_\_

#### Cmte Board

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| <input type="checkbox"/>            | <input type="checkbox"/> | Motion                                       |
| <input type="checkbox"/>            | <input type="checkbox"/> | Resolution                                   |
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| <input type="checkbox"/>            | <input type="checkbox"/> | Legislative Digest                           |
| <input type="checkbox"/>            | <input type="checkbox"/> | Budget and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/> | Legislative Analyst Report                   |
| <input type="checkbox"/>            | <input type="checkbox"/> | Youth Commission Report                      |
| <input type="checkbox"/>            | <input type="checkbox"/> | Introduction Form                            |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/>            | <input type="checkbox"/> | MOU  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Grant Information Form                       |
| <input type="checkbox"/>            | <input type="checkbox"/> | Grant Budget                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Subcontract Budget                           |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement                           |
| <input type="checkbox"/>            | <input type="checkbox"/> | Form 126 – Ethics Commission                 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Award Letter                                 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Application                                  |
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Completed by: Victor Young

Date March 7, 2014

Completed by: \_\_\_\_\_

Date \_\_\_\_\_

1 [Accept and Expend Grant - Rockefeller Foundation - Chief Resilience Officer - Amendment  
2 to the Annual Salary Ordinance - \$440,000]

3 **Ordinance authorizing the Office of the City Administrator to accept and expend a grant**  
4 **in the amount of \$440,000 from the Rockefeller Foundation to hire a Chief Resilience**  
5 **Officer for San Francisco, and amending Ordinance No. 160-13 (Annual Salary**  
6 **Ordinance, FYs 2013-2014 and 2014-2015) to reflect the addition of one grant-funded**  
7 **position (.25 FTE) in Class 0933, Manager V, at the Office of the City Administrator, for**  
8 **the period of April 1, 2014, through March 31, 2016.**

9  
10 Note: Additions are single-underline italics Times New Roman;  
11 deletions are ~~striketrough italics Times New Roman~~.  
12 Board amendment additions are double underlined.  
13 Board amendment deletions are ~~striketrough normal~~.

14 Be it ordained by the People of the City and County of San Francisco:

#### 15 **Section 1. Findings**

16 The City and County of San Francisco (City) has five resilience-building priorities:  
17 (1) advancing the City's ability to successfully govern and meet the needs of our residents,  
18 and stakeholders in our local economy, through all phases of a disaster; (2) continuing to  
19 invest in critical assets and systems whose ability to perform well during times of stress will  
20 translate into an expedited recovery; (3) establishing financial mechanisms that will drive  
21 participation in mitigation and recovery programs; (4) empowering our neighborhoods,  
22 especially those with vulnerable populations, with the capacity and the resources to advance  
23 their unique resilience goals, as well as contribute to the City's mission; and (5) building  
24 strong and effective working relationships with both the public and private sectors to enable  
25 the City to receive the support necessary to recover to our original, if not better, condition.

1           The Rockefeller Foundation, through the 100 Resilient Cities Challenge, has developed  
2 a network that will work together to ensure that people, communities and systems are better  
3 prepared to withstand catastrophic events, and recover faster and stronger from such shocks  
4 and stresses. San Francisco was selected as one of 33 cities to participate in the first year of  
5 the 100 Resilient Cities Challenge. To support San Francisco in this challenge, the  
6 Rockefeller Foundation has awarded the City a grant in the amount of \$440,000 to fund a  
7 Chief Resilience Officer (CRO) position within the City for a period of two years from the date  
8 of hire of the CRO.

9           The CRO will lead an interdepartmental group and work collectively with key external  
10 stakeholders to develop the City's Resilience Plan. The Resilience Plan will contain  
11 actionable recommendations that the City can implement to further our resiliency efforts. After  
12 the Resilience Plan is crafted, the role of the CRO will shift to implementation and updating  
13 the Plan.

14           The CRO position will fill an existing gap in the City's resiliency efforts. Currently,  
15 multiple departments create or implement policies related to resiliency. For example, the  
16 Public Utilities Commission oversees the City's water, power and sewer systems, the  
17 Department of Public Works implements civic building projects, the Neighborhood Empower  
18 Network works on building resiliency in neighborhoods, the Department of Emergency  
19 Management handles 9-1-1 calls and plans for disaster preparedness and recovery, and the  
20 Department of Building Inspection develops standards and implements our soft-story retrofit  
21 program. The CRO will bring together these individual departments, and community  
22 stakeholders, to create and implement the Resilience Plan.

1           The CRO will also work with regional partners participating in the 100 Resilient Cities  
2 Network, which includes the cities of Oakland, Berkeley and Alameda, to develop a regional  
3 strategy.

4  
5 **Section 2. Authorization to Accept and Expend Funds.**

6           The Board of Supervisors hereby authorizes the Office of the City Administrator to  
7 accept and expend a grant of \$440,000 from the Rockefeller Foundation to hire a Chief  
8 Resilience Officer.

9           The Office of the City Administrator is further authorized to furnish whatever additional  
10 information or assurances the funding agency may request in connection with this grant, and  
11 to execute any and all agreements necessary to carry out the purpose of the grant.

12           In addition, the Board of Supervisors hereby waives the inclusion of indirect costs in the  
13 budget.

14           The term of the Rockefeller Foundation grant is from April 1, 2014 through March 31,  
15 2016.

16  
17 **Section 3. Grant-funded Position; Amendment to FY 2013-2014 and FY 2014-2015.**  
18 **Annual Salary Ordinance.**

19           The hereinafter designated sections and items of Ordinance No. 160-13 (Annual Salary  
20 Ordinance, FY 2013-2014 and FY 2014-2015) are hereby amended to add one (1) position in  
21 the Office of the City Administrator, as follows:

22           Department: ADM (70) General Services Agency - City Administrator

23           Program: BA8 Earthquake Safety Program

24           Subfund: 2S-GSF-GNC  
25

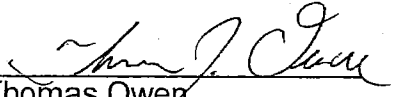
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Amendment:	Number of Positions:	Class and Item No.:	Compensation Schedule:
Add	.25 FTE	0933 – Manager V	\$4,570 - \$5,834

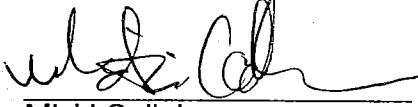
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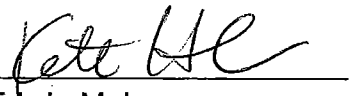
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APPROVED AS TO FORM:  
DENNIS J. HERRERA, City Attorney

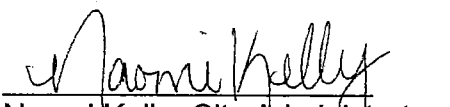
By:   
Thomas Owen  
Deputy City Attorney

APPROVED AS TO CLASSIFICATION  
DEPARTMENT OF HUMAN RESOURCES

By:  2/25/14  
Micki Callahan  
Director  
Department of Human Resources

APPROVED:   
Edwin M. Lee  
Mayor

APPROVED:   
for Ben Rosenfield  
Controller

RECOMMENDED:  
  
Naomi Kelly, City Administrator  
Office of the City Administrator

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**TO:** Angela Calvillo, Clerk of the Board of Supervisors  
**FROM:** Patrick Otellini, Director of Earthquake Safety  
**DATE:** March 3, 2014  
**SUBJECT:** Accept and Expend Ordinance for Subject Grant

**GRANT TITLE:** Rockefeller Foundation - Chief Resilience Officer Grant

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

Proposed grant ordinance; original\* signed by Department, Mayor, Controller

Grant information form, including disability checklist

Grant budget

Grant application

Letter of Intent or grant award letter from funding agency

Ethics Form 126 (if applicable)

Contracts, Leases/Agreements (if applicable)

Other (Explain):

**Special Timeline Requirements:**

**Departmental representative to receive a copy of the adopted ordinance:**

Name: Patrick Otellini

Phone: (415) 554-5404

Interoffice Mail Address: City Hall, Room 12A

Certified copy required Yes

No

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

**File Number:** \_\_\_\_\_

(Provided by Clerk of Board of Supervisors)

**Grant Ordinance Information Form**

(Effective May 2011)

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

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

1. Grant Title: 100 Resilient Cities

2. Department: Office of the City Administrator

3. Contact Person: Patrick Otellini

Telephone: 415-554-5404

4. Grant Approval Status (check one):

Approved by funding agency

Not yet approved

5. Amount of Grant Funding Approved or Applied for: \$440,000.00

6a. Matching Funds Required: \$0

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

7a. Grant Source Agency: Rockefeller Foundation – 100 Resilient Cities Challenge

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

8. Proposed Grant Project Summary: Grant is intended to provide funds for a Chief Resilience Officer position to develop and coordinate the City's resilience strategy. Funds cover a 0933 Manager V position plus fringe benefits for two (2) years.

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

Start-Date: 4/1/14

End-Date: 3/31/14

10. Number of new positions created and funded: 1

11. Explain the disposition of employees once the grant ends?

San Francisco was selected as one of the first 30 pilot cities over the next two years. The program seeks to have 100 cities in the global network of Chief Resilience Officers so additional grant funds are anticipated to support the position after the pilot program concludes.

12a. Amount budgeted for contractual services: \$0

b. Will contractual services be put out to bid? N/A

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

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



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

b1. If yes, how much? \$0

b2. How was the amount calculated?

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: N/A

**\*\*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 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 ADA Coordinator or Mayor's Office of Disability Reviewer:

Ken Bukowski

(Name)

Deputy City Administrator

(Title)

Date Reviewed: 2/26/14

  
(Signature Required)

Overall Department Head or Designee Approval:

Ken Bukowski

(Name)

Deputy City Administrator

(Title)

Date Reviewed: 2/26/14

  
(Signature Required)



December 3, 2013

Edwin Lee  
City of San Francisco  
San Francisco, California

Dear Mayor Lee:

Again, our congratulations to the City of San Francisco on your selection as an inaugural member of 100 Resilient Cities, pioneered by the Rockefeller Foundation. As we mentioned in the accompanying letter dated December 1, 2013 (see below), we are excited to welcome you and the city, and are eager to begin working on our resilience journey together.

If you have not yet contacted your relationship manager, Amy Armstrong, to accept your membership in the network and to provide the information requested in our original letter, please do so no later than December 9, 2013. Her email address is [aarmstrong@100resilientcities.org](mailto:aarmstrong@100resilientcities.org). Her telephone number is +1-646-612-7156.

To further support your introduction to 100 Resilient Cities, we have developed a variety of resources to assist you and your staff. In addition to the communications resources we have made available at <http://100resilientcities.rockefellerfoundation.org/pages/packet>, this packet contains a mutual commitment letter that you should carefully review, a timeline with next steps, and a list of the other 32 cities that have been selected as the 100 Resilient Cities inaugural members. We hope you will find the list as compelling and inspirational as we did, and the materials useful for your orientation.

Please don't hesitate to contact us if you have any questions, and we look forward to speaking with you very soon.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Berkowitz".

Michael Berkowitz  
President, 100 Resilient Cities

cc:  
Bryna Lipper, Vice President, Relationships, 100 Resilient Cities  
Amy Armstrong, Relationship Manager, 100 Resilient Cities  
Tamsen Drew, City and County of San Francisco



**Public and Press Inquiries:**

We have prepared a resource packet that will support you and your staff with initial communications and media resources. We encourage them to reach out to local media with the news of your City being selected for the 100 Resilient Cities Network, and these materials will help with this outreach. Attached herewith:

- **About 100 Resilient Cities (attached here)**
  - 100 Resilient Cities – Overview
  - 100 Resilient Cities – FAQ's
  - The Rockefeller Foundation's Resilience Point of View
- **Communications and Media (available at <http://100resilientcities.rockefellerfoundation.org/pages/packet>)**
  - Guidelines for brand and name use
  - Draft press release
  - Sample pitch to local reporters regarding announcement
  - Social media suggestions
  - Links to video footage

We hope this information and our materials provide ample guidance in advance of our official announcement on December 3. Again, we request that you maintain your selection in strict confidence until that date, but if you have any questions, please do not hesitate to contact us. And again, our deepest congratulations on San Francisco being named a 100 Resilient Cities member.

Sincerely,

Handwritten signature of Judith Rodin in black ink.

Judith Rodin  
President, The Rockefeller Foundation

Handwritten signature of Michael Berkowitz in black ink.

Michael Berkowitz  
President, 100 Resilient Cities

cc:

Bryna Lipper, Vice President, Relationships, 100 Resilient Cities  
Amy Armstrong, Relationship Manager, 100 Resilient Cities  
Tamsen Drew, City and County of San Francisco

March 3, 2014

Patrick Otellini  
Office of the City Administrator  
City and County of San Francisco  
1 Carlton B. Goodlett Place, Room 362  
San Francisco, CA 94102

## GRANT AGREEMENT

Dear Mr. Otellini:

Rockefeller Philanthropy Advisors, Inc. ("RPA"), on behalf of the 100 Resilient Cities Initiative ("100RC"), a special project of RPA (together, "RPA/100RC"), has approved a grant to GRANTEE for the purposes described herein. This letter (the "Grant Agreement") summarizes the terms and conditions under which RPA/100RC has awarded this grant to GRANTEE. In accepting this grant, GRANTEE becomes a Member City of 100RC.

**Amount and Purpose of Grant.** The purpose of this grant is to assist GRANTEE in building its capacity to maintain and recover critical functions despite shocks and stresses so that the city's people, communities and systems can bounce back more quickly and emerge stronger from these shocks and stresses. GRANTEE, as a Member City, will partner with RPA/100RC to develop and begin implementation of a resilience strategy. These responsibilities are outlined in the attached Addendum. To accomplish these goals, the grant is structured in several components:

**Direct Funding** - GRANTEE will receive direct funds up to US\$220,000.00 per year to pay for the salary of the position of Chief Resilience Officer ("CRO") for a period of two years. The amount of the direct funds will be finalized after GRANTEE has provided the CRO's resume and proof of comparable salaries and RPA/100RC has reviewed the candidate selected and salary. The responsibilities of the CRO will include driving the development and implementation of a resilience strategy for the city and working with RPA/100RC through an assigned Relationship Manager ("RM") to coordinate services and technical support. To optimize the effectiveness of the CRO, the position will be a prominent leadership position, empowered by the full support of the City's Mayor or local equivalent.

**Indirect Funding** - RPA/100RC will contribute funding indirectly to accomplish the grant purpose in several ways. RPA/100RC will dedicate and fund resources to work with GRANTEE to support the city's development of a resilience strategy. This will include making available RPA/100RC staff experts and other service providers hired by RPA/100RC to work directly with GRANTEE as needed. Also, RPA/100RC will develop a platform of third-party service provider and technical assistance provider partners ("Platform Providers") who can offer tools and services to GRANTEE to assist in creating and implementing a resilience agenda. RPA/100RC will also organize a CRO peer network so that GRANTEE's CRO can connect with CROs from across the globe to share strategies and learnings. GRANTEE as a Member City agrees, where it is in the best interest of the city and consistent with the development and implementation of its resilience strategy, to work with the resources and Platform Providers made available to GRANTEE through this grant. Separate agreements regarding the specific terms of such services may be required.

**Term of Grant.** Direct funding for the position of CRO will be provided to GRANTEE for two years from date of hire of CRO. Indirect funding for consulting, technical assistance and Platform Provider services will be provided as needed for a term of three years from the hire of CRO, and may be extended through the request of an extension or modification of the grant.

**Legal Status of Grantee.** RPA/100RC has made this grant with the understanding that the GRANTEE is a government entity or instrumentality as defined in the United States Internal Revenue Code.

**Payment of Grant Funds.** RPA/100RC will disburse grant funds to GRANTEE in support of the first year's salary, as defined above, for the position of CRO upon our receipt of this Grant Agreement signed by an authorized officer of GRANTEE and upon the hiring of a qualified CRO. Grant funds in support of the second year's salary will be disbursed on the anniversary of the CRO's hiring subject to compliance with all other terms and conditions of this Grant Agreement.

**Use of Grant Funds.** Subject to the terms and conditions of this Grant Agreement, GRANTEE agrees to use the grant funds provided solely for the charitable purposes described above and in the manner described in the proposal dated October 14, 2013 and attached hereto (the "Proposal"). GRANTEE will promptly inform RPA/100RC and RM of any changes in key personnel or significant difficulties in making use of the funds for the purposes described herein.

**Return of Unused Funds.** Any unused grant funds, and any income earned on grant funds not spent or committed for the purposes of the Project, must be promptly returned to RPA/100RC.

**Anti-Terrorism.** GRANTEE hereby confirms that it complies with all U.S. anti-terrorism laws and regulations, including Executive Order 13224 and the Global Terrorism Sanctions Regulations set forth in 31 CFR Part 594.

GRANTEE hereby certifies that it operates in compliance with the U.S. laws, that it takes reasonable steps to ensure that grant funds are not ultimately distributed to terrorist organizations and does not support, directly or indirectly, any terrorist activities or violence of any kind, and that it takes reasonable steps to ensure that staff, board and other volunteers have no dealings whatsoever with terrorists or terrorist organizations and do not support, directly or indirectly, terrorist activities or violence of any kind.

**Reports.** GRANTEE will use reporting templates provided by RPA/100RC to submit full and complete reports on the manner in which the funds are spent based upon the approved program plan and budget GRANTEE submitted, and the progress made in accomplishing the purpose of the grant. Reports should be completed according to the schedule and requirements laid out in the attached Addendum.

All reports must be signed by the CRO, and where appropriate the financial officer of your organization. In addition, please send to RPA/100RC copies of papers, manuscripts, and other materials that are produced as a direct result of RPA/100RC's grant upon request.

**Requesting an Extension or Modification of the Grant.** To request an extension or modification of this grant, GRANTEE must submit a detailed explanation of the need for the

extension or change with an up-to-date progress report and financial accounting. Under no circumstances can the purpose of the grant be modified.

All extension or modification requests should be sent to RM, email. If the request is approved, RPA/100RC will send a notification to your organization amending this Grant Agreement, which will include a revised schedule of deliverables reporting requirements and new payment terms, if applicable. This notification should be appended to the original Grant Agreement.

**Contacts.**

- Rockefeller Philanthropy Advisors, Inc.: Kate Mulligan, Relationship Manager, [kmulligan@rockpa.org](mailto:kmulligan@rockpa.org).
- 100 Resilient Cities – Amy Armstrong [aaromstrong@100resilientcities.org](mailto:aaromstrong@100resilientcities.org)
- Grant reports should be sent to RPA and 100 Resilient Cities contacts. All submissions must be clearly labeled with the grant number and identified as one of the Deliverables in the Project Milestones and Deliverables table of the Grant Agreement.
- Communications-related questions should be addressed to 100RC contact email.

**Record Maintenance, Inspection and Retention.** GRANTEE agrees to maintain clear and adequate records of receipts and expenditures for this grant and make such records available to RPA/100RC upon request. GRANTEE agrees to maintain separate reporting and accounting for grant funds. Grantee does not need to open a separate bank account. GRANTEE agrees to retain its accounting records related to the Project, as well as copies of the reports submitted to RPA/100RC, for at least four years after completion of the use of the grant funds. GRANTEE recognizes RPA/100RC's right to audit GRANTEE's books and records with respect to these funds.

**License to Use Materials.** GRANTEE hereby grants RPA/100RC a perpetual, worldwide, non-exclusive license to use, reproduce, distribute, display, perform, edit, adapt, create derivative works from and otherwise utilize, exploit and sublicense, in all languages and all media now known or hereafter developed, all written work or reports, publications of any kind, and any materials of any nature created by GRANTEE regarding this grant, as a result of this grant or in connection to this grant (collectively, the "Materials").

**Warranty and Covenants.** GRANTEE represents and warrants that GRANTEE has the full right and authority to grant licenses and rights granted in this Agreement and that GRANTEE's rights in any of the Materials and RPA/100RC's license of the Materials will not violate any intellectual property, contractual or other rights of any third party.

**Monitoring and Evaluation.** GRANTEE agrees to participate in evaluation activities as directed by RPA/100RC to enable RPA to monitor and evaluate key aspects of its 100RC project. GRANTEE also agrees to make its books and records available for inspection by RPA, 100RC or its designee at reasonable times and permit us to monitor and conduct an evaluation of operations under this grant, which may include a visit by our personnel or our designee to observe GRANTEE, a discussion of the grant with your organization's staff, and a review of financial and other records connected with this grant. Based on reports submitted to RPA/100RC by GRANTEE as well as RPA/100RC's independent evaluations as described above, 100RC will issue a report card to GRANTEE's CRO quarterly assessing the progress and development of strategies or activities under the grant. The purpose of these report cards is to identify strengths and weaknesses in the strategy development processes of Member Cities so

that services can be tweaked, targeted or made available efficiently and effectively to improve global outcomes.

**Compliance and Termination.** In the event that RPA/100RC or GRANTEE decides to terminate this grant before the end of the grant term for any reason, RPA/100RC will require GRANTEE to provide a financial report showing expenditures to date. If expenditures exceed grant funds paid, RPA/100RC will make payment in the amount of the excess expended, provided that all Deliverables due to that point or otherwise agreed between RPA/100RC and GRANTEE have been submitted to RPA/100RC. If grant funds paid exceed expenditures, GRANTEE will be required to remit the balance on hand to RPA/100RC.

**Confidentiality.** In the course of the grant activities, GRANTEE may have access to or be directly or indirectly exposed to RPA/100RC's confidential information, including information relating to programs, financial information, grantmaking processes and any proprietary information, but not including information that was known to it or in the public domain before disclosure or that becomes part of the public domain except by a breach of this agreement by it. Except as required by law, GRANTEE agrees to use reasonable measures to hold confidential all such confidential information and shall not, without RPA/100RC express consent, use it for purposes other than those permitted in this Grant Agreement or disclose it to third parties.

**Grant Announcements; Public Reports and Use of RPA, 100RC Name and Logo.** RPA encourages GRANTEE to announce this grant; however, GRANTEE must receive approval, in advance, from the RM to use any language that purports to interpret RPA/100RC intent in making the grant. GRANTEE agrees to note in its communications that RPA is supporting GRANTEE's efforts as a Member City through its special project, 100RC.

The designated RM must also approve, in advance, any press release or other media or public communication, written or electronic, GRANTEE intends to issue concerning the awarding of the grant. RM must also approve, in advance, any use of the RPA or 100RC logos. Member Cities are free to disseminate information about their experiences and findings during the course of the project to those who might benefit from this knowledge; in that connection, RPA, through its project, 100RC, views itself as an active partner that can further enhance and expand communications outreach and expects to be notified in advance regarding media outreach. For further information or assistance related to communications concerning this grant, please contact 100RC Communications Office.

100RC's Web site will include specific information about your participation as a Member City. This information will be updated regularly.

**Relationship of Parties.** The relationship of RPA/100RC to GRANTEE is that of grantor and grantee. RPA/100RC is not responsible for outcomes of strategies developed as a result of activities performed under this Grant Agreement. Nothing contained in this Grant Agreement shall be deemed to constitute either party a legal partner, joint venturer, employee or agent of the other party for any purpose. Neither party has the power to bond the other party or to incur any obligations on its behalf, without the other party's prior written consent.

**Indemnification.** GRANTEE agrees to defend, indemnify and hold harmless RPA/100RC, its officers, agents, and employees, from and against any liability, loss, expense or damages (including all costs and reasonable attorney's fees) or claims for injury arising out of or in any way connected to the activities carried out pursuant to the terms of this Grant Agreement,

including claims for loss or damage to any property, or for death or injury to any person or persons. Further, GRANTEE agrees to defend and indemnify RPA/100RC against any liabilities, damages or expenses (including all costs and reasonable attorney's fees) that RPA/100RC incurs based on a third party claim arising from a breach of GRANTEE's warranties, covenants, duties or obligations under this Agreement that may result from any action or omission of GRANTEE, its contractors and subcontractors, or any of its or their officers, agents or employees.

**Governing Law.** This Agreement will be governed by the laws of the State of New York, United States of America.

**Authority.** You represent and warrant that you have the full legal right and authority to enter into this Agreement on behalf of GRANTEE.

**Entire Agreement.** This agreement constitutes the entire understanding between GRANTEE and RPA/100RC with respect to its subject matter and supersedes all prior agreements, discussions or representations between us. Any modification of this agreement must be in writing, signed by RPA/100RC and GRANTEE. On behalf of RPA/100RC, may I extend every good wish for the success of your work.

Sincerely,

Date:

Walter Sweet  
Vice President  
Rockefeller Philanthropy Advisors, Inc.

The undersigned organization agrees to the terms and conditions set forth in this letter.

GRANTEE

Signed:

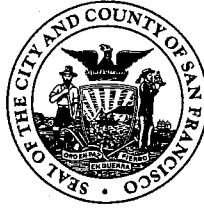
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Title:	
Date:	



Addendum 1: City Commitment, Milestones, and Deliverable Schedule

Deliverable	Due Date
Signed Grant Agreement	February 28, 2014
<ol style="list-style-type: none"> <li>1. City will ensure grant is executed</li> <li>2. City will appoint High level Resilience Grant Coordinator</li> <li>3. Mayor or equivalent will commit and ensure participation of high level City officials</li> <li>4. City will coordinate with 100RC all press activity around resilience building during time grant is active</li> </ol>	
Hire and Empower Chief Resilience Officer (CRO)	May 2014
<ol style="list-style-type: none"> <li>1. City will hire a CRO into a prominent leadership position with the full support and authority of the Mayor. The CRO's role will include:               <ol style="list-style-type: none"> <li>a. Establish a compelling vision for resilience and lead City dialogue around resilience</li> <li>b. Drive the development of a resilience strategy</li> <li>c. Serve as primary point of contact for the 100RC network and platform partners</li> <li>d. Be a productive peer contributor in the 100RC network</li> </ol> </li> <li>2. City will formally announce CRO and establish role within City.</li> <li>3. City will support the CRO in coordinating and convening resources to drive implementation of the strategy.</li> </ol>	
Phase 1 Resilience Strategy	Summer 2014
<ol style="list-style-type: none"> <li>1. City will support CRO in working with 100RC and selected vendor to develop a Phase 1 Resilience Strategy</li> <li>2. City will complete Phase 1 Resilience Strategy</li> <li>3. City shares publically Phase 1 Resilience Strategy</li> </ol>	
Semi-Annual Reporting	Annually June 30 & December 31 During Life of Grant
<ol style="list-style-type: none"> <li>1. Fiscal Report - City will provide a complete and accurate record of how grant monies were spent.</li> <li>2. Progress Report - City will complete an overview of progress in the 100RC program. RM will provide format and reporting requirements each May and November. The reports will include, but are not limited to, the following topics:               <ol style="list-style-type: none"> <li>a. Impact of CRO to the City</li> <li>b. Progress on publicly announced resilience activities</li> <li>c. Status of design and implementation of Resilience Strategy</li> <li>d. Use of platform tools and services</li> </ol> </li> </ol>	
Access and Use 100RC Platform of tools and services	Available Spring 2014
100RC will make Platform tools available to member Cities starting in Spring of 2014.	

OFFICE OF THE MAYOR  
SAN FRANCISCO



EDWIN M. LEE  
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors  
FROM: *EC* Mayor Edwin M. Lee *JE*  
RE: Accept and Expend Grant – Rockefeller Foundation and Amendment to  
the Annual Salary Ordinance - \$440,000  
DATE: March 4, 2014

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Attached for introduction to the Board of Supervisors is the ordinance authorizing the Office of the City Administrator to accept and expend a grant in the amount of \$440,000 from the Rockefeller Foundation to hire a Chief Resilience Officer for San Francisco and amending Ordinance Number 160-13 (Annual Salary Ordinance, FY 2013-2014 and 2014-2015) to reflect the addition of one grant-funded position (.25 FTE) in Class 0933 Manager V at the Office of the City Administrator.

I request that this item be calendared in Budget and Finance Committee.

Should you have any questions, please contact Jason Elliott (415) 554-5105.

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2014 MAR -4 PM 4:37  
*JE*