

File No. 131075

Committee Item No. _____
Board Item No. 39

COMMITTEE/BOARD OF SUPERVISORS
AGENDA PACKET CONTENTS LIST

Committee _____

Date _____

Board of Supervisors Meeting

Date November 5, 2013

Cmte Board

- | | | |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form (for hearings) |
| <input type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Information Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget and Budget Justification |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Agreement/Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Correspondence |

OTHER (Use back side if additional space is needed)

<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
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Completed by: Joy Lamug

Date October 31, 2013

Completed by: _____

Date _____

An asterisked item represents the cover sheet to a document that exceeds 20 pages. The complete document is in the file.

1 [Accept and Expend Gift - Patricia L. Strong Trust - \$25,000]

2
3 **Resolution retroactively authorizing the Department of Public Health, Laguna Honda**
4 **Hospital, and Rehabilitation Center to accept and expend a gift of \$25,000 for the**
5 **Laguna Honda Palliative Care and Hospice Fund from the Patricia L. Strong Trust.**

6
7 WHEREAS, The Patricia L. Strong Trust, dated June 25, 2001, and last amended on
8 April 23, 2009, provides for the distribution of \$25,000 to the Laguna Honda Resident Gift
9 Fund, Palliative Care and Hospice Fund, San Francisco, California; and

10 WHEREAS, The trustee of the Patricia L Strong Trust has notified Laguna Honda that
11 proceeds from the trust are being issued; and

12 WHEREAS, The Laguna Honda Palliative and Hospice Fund is used to provide
13 activities and experiences that enrich the lives of residents who are receiving palliative and
14 end-of-life care that include expenditures for musical entertainment and food items to
15 celebrate holidays and/or other items to enhance special events; and

16 WHEREAS, On August 20, 2013, the Health Commission approved acceptance by
17 Laguna Honda Hospital and Rehabilitation Center of the proceeds from the Patricia L. Strong
18 trust dated June 25, 2001, and last amended on April 23, 2009; now, therefore, be it

19 RESOLVED, that Laguna Honda is hereby authorized to retroactively accept and
20 expend a gift of unrestricted cash in the value of up to \$25,000 as distributed to the Laguna
21 Honda Gift Fund, Palliative Care and Hospice Fund through the Patricia L. Strong Trust; and
22 be it

23 FURTHER RESOLVED, That proceeds from the Patricia L. Strong Trust, will be
24 accepted and expended consistent with San Francisco Administrative Code Sec. 10.100-201.
25 Public Health Gift Funds, Laguna Honda's policy and procedures governing the Gift Fund, and

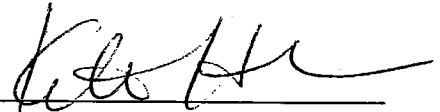
1 the intent of Ms. Patricia L. Strong, to provide comfort and care for the residents on Laguna
2 Honda's Palliative and Hospice Unit.

3
4 RECOMMENDED:

5  for

6
7 Barbara A. Garcia, MPA
8 Director of Health

APPROVED:

9 

10 Office of the Mayor

11 

12 Office of the Controller



Edwin M. Lee
Mayor

Barbara A. Garcia, MPA
Director of Health

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Barbara A. Garcia, MPA
Director of Health
DATE: September 3, 2013
SUBJECT: Grant Accept and Expend
GRANT TITLE: Patricia L Strong Trust - \$25,000

Attached please find the original of each of the following:

- Grant information form, including disability checklist -
- Budget and Budget Justification
- Grant application: Not Applicable. No application submitted. Asked to participate in the project.
- Agreement / Award Letter
- Other (Explain):

Special Timeline Requirements:

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

Grant Resolution Information Form
(Effective July 2011)

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

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

1. Grant Title: **Patricia L. Strong Bequest**
2. Department: **Department of Public Health, Laguna Honda Hospital, Hospice and Palliative Care Unit**
3. Contact Person: **ChiaYu Ma** Telephone: **759-3325**
4. Grant Approval Status (check one):
 Approved by funding agency Not yet approved
5. Amount of Grant Funding Approved or Applied for: **\$25,000**
- 6a. Matching Funds Required: **\$0**
b. Source(s) of matching funds (if applicable):
- 7a. Grant Source Agency: **The Patricia L. Strong Trust**
b. Grant Pass-Through Agency (if applicable): **N/A**
8. Proposed Grant Project Summary: **As a donation to the Laguna Honda Hospital's resident gift fund, this gift will be used for the general comfort and benefit of Laguna Honda's hospice and palliative care residents. The uses of this gift can include, but are not limited to, expenditures for entertainment and program supplies and materials, such as special foods and beverages, flowers, and sundries.**
9. Grant Project Schedule, as allowed in approval documents, or as proposed:
Start-Date: **7/1/13** End-Date: **6/30/24**
- 10a. Amount budgeted for contractual services: **N/A**
b. Will contractual services be put out to bid? **No**
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**
- 11a. Does the budget include indirect costs? Yes No
b1. If yes, how much? **N/A**
b2. How was the amount calculated? **N/A**
c1. If no, why are indirect costs not included?
 Not allowed by granting agency To maximize use of grant funds on direct services
 Other (please explain):
c2. If no indirect costs are included, what would have been the indirect costs? **In operating cost**

12. Any other significant grant requirements or comments: Ms. Patricia L. Strong, through The Patricia L. Strong Trust, provided a gift to the Laguna Honda Gift Fund in the sum of \$25,000.

GRANT CODE (Please include Grant Code and Detail in FAMIS): HLHSPC

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

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

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

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

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

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

Comments:

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

Jason Hashimoto
(Name)

Director, EEO, and Cultural Competency Programs
(Title)

Date Reviewed: 9/5/13


(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Barbara A. Garcia, MPA
(Name)

Director of Health
(Title)

Date Reviewed: 9/5/13


(Signature Required)

Laguna Honda Hospital

**Patricia L. Strong Bequest
Multi-Year Budget**

**Funded by the Patricia L. Strong Trust
July 1, 2014 – June 30, 2024**

DIRECT COSTS	Each Year	All Years	Totals
Materials & Supplies Special food and beverages, flowers, and décor for social events, memorials, and holiday celebrations. Sundries.	1,500	15,000	15,000
Materials & Supplies Sub-Total	\$1,500	\$15,000	\$15,000
Other Current Expenses Musical entertainment, for social events, memorials, and holiday celebrations.	1,000	10,000	10,000
Other Current Expenses Sub-Total	\$1,000	\$10,000	\$10,000
TOTAL	\$2,500	\$25,000	\$25,000

Health Commission
City and County of San Francisco
Resolution No. 13-08

RESOLUTION AUTHORIZING THE DEPARTMENT OF PUBLIC HEALTH – LAGUNA HONDA HOSPITAL AND REHABILITATION CENTER TO ACCEPT AND EXPEND RETROACTIVELY A GIFT OF CASH VALUE OF UP TO TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) TO THE LAGUNA HONDA PALLIATIVE AND HOSPICE FUND FROM THE PATRICIA L. STRONG TRUST.

WHEREAS, the PATRICIA L. STRONG TRUST provides distribution of twenty-five thousand dollars (\$25,000.00) to the Laguna Honda Palliative and Hospice Fund, at 375 Laguna Honda Boulevard, San Francisco, California 94116; and

WHEREAS, the trustee of the PATRICIA L. STRONG TRUST has notified Laguna Honda Hospital and Rehabilitation Center that trust proceeds will be distributed; and

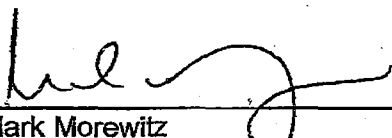
WHEREAS, the Laguna Honda Palliative and Hospice Fund is used to provide activities and experiences that enrich the lives of residents who are receiving palliative and end-of-life care that include expenditures for musical entertainment and food items to celebrate holidays and/or other items to enhance special events; and

WHEREAS, the Laguna Honda Palliative and Hospice program provides clinical services and support to residents on the S-3 Neighborhood at Laguna Honda Hospital and Rehabilitation Center who receive palliative and hospice care; therefore, be it

RESOLVED, That Laguna Honda is hereby authorized to accept and expend a gift of cash in the value of up to twenty-five thousand dollars (\$25,000.00) as distributed to the Laguna Honda Palliative and Hospice Fund through the PATRICIA L. STRONG TRUST; and be it

FURTHER RESOLVED, That proceeds from the PATRICIA L. STRONG TRUST, will be accepted and expended consistent with San Francisco ordinance, Laguna Honda's policy and procedures governing the Gift Fund, and the intent of Ms. Patricia L. Strong, to provide comfort and care for the residents on Laguna Honda's Palliative and Hospice Unit.

I hereby certify that the San Francisco Health Commission at its meeting on August 20, 2013, adopted the foregoing resolution



Mark Morewitz
Executive Secretary to the Health Commission

June 20, 2013

Laguna Honda Hospice & Palliative Care Unit
c/o the Office of the Chief Financial Officer
Laguna Honda Hospital and Rehabilitation Center
375 Laguna Honda Blvd.
San Francisco, CA 94116

Via Certified Mail, Return Receipt Requested
Certified Mail No. 7010 3090 0001 2467 1605

Re: Patricia L. Strong, deceased

Dear Laguna Honda Hospice & Palliative Care Unit Representative,

Patricia Strong passed away on April 24, 2013. Prior to her death, on June 25, 2001, Ms. Strong established the PATRICIA L. STRONG TRUST; said trust was amended on April 23, 2009.

Pursuant to the terms of the trust, the Laguna Honda Hospice & Palliative Care Unit ("the Unit") is a named beneficiary, wherein Ms. Strong left the Unit a specific bequest of \$25,000. It is anticipated that the administration of the trust will take from three to six months, barring any unforeseen events.

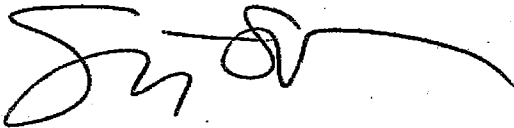
As per the laws of the State of California, enclosed please find copies of the following:

- **Notification by Trustee Under Probate Code §§16061.5 and 16061.7**
- **Declaration of Trust, dated June 25, 2001**
- **Seventh Amendment to Declaration of Trust, dated April 23, 2009**

If you have any questions, please feel free to call me at (510) 773-1755.

Thank you.

Sincerely,



Sean T. Smith, Successor Trustee
Patricia L. Strong Trust

Enclosures

Patricia L. Strong Trust
NOTIFICATION BY TRUSTEE UNDER PROBATE CODE §§16061.5 AND 16061.7

Patricia L. Strong was the settlor of the Patricia L. Strong Trust. Patricia L. Strong passed away on April 26, 2013. Upon her passing, the Patricia L. Strong Trust has become irrevocable. Sean T. Smith is the currently acting trustee of the Patricia L. Strong Trust.

The trustee is required to give you notice of the irrevocability of the Patricia L. Strong Trust. Pursuant to California Probate Codes §§16061.5 and 16061.7, the trustee hereby notifies you of the following:

1. The name, mailing address and telephone number of the trustee of the irrevocable trust is as follows:

Sean T. Smith, Successor Trustee
3542 Fruitvale Ave., #130
Oakland, CA 94602
(510) 773-1755

2. The address of the physical location where the principal place of business of the administration of the irrevocable trust is located as follows:

2416 Potomac St.
Oakland, CA 94602
Alameda County

3. The terms of the trust instrument expressly require that the following additional information be disclosed to you:

NONE

4. You are entitled to receive, upon reasonable request, a true and complete copy of the terms of the irrevocable trust.

5. **YOU MAY NOT BRING AN ACTION TO CONTEST THE TRUST MORE THAN 120 DAYS FROM THE DATE THIS NOTIFICATION BY THE TRUSTEE IS SERVED UPON YOU OR 60 DAYS FROM THE DAY ON WHICH A COPY OF THE TERMS OF THE TRUST IS MAILED OR PERSONALLY DELIVERED TO YOU IN RESPONSE TO YOUR REQUEST DURING THAT 120-DAY PERIOD, WHICHEVER IS LATER.**

6. If you would like a copy of the terms of irrevocable trust, please complete and mail the form appearing below to the trustee as follows:

Sean T. Smith, Successor Trustee
3542 Fruitvale Ave., #130
Oakland, CA 94602

Dated: _____

**REQUEST FOR COPY OF TERMS OF
Patricia L. Strong Trust**

Dear Successor Trustee:

I request a true and complete copy of the terms of the Patricia L. Strong Trust as defined in Probate Code §16060.5 be mailed to me at my address set forth below.

Name: _____

Address: _____

Phone: _____

(Signature)

DECLARATION OF TRUST

PATRICIA L. STRONG (called "settlor" or "trustee", depending on the context) declares that settlor has set aside and holds in trust the property described in Exhibit 'A' attached to this instrument.

All property subject to this instrument from time to time is referred to as the trust estate and shall be held, administered, and distributed according to this instrument.

It is intended that trust assets not be subject to probate or other court process at the time of settlor's death.

Said trust is a revocable trust, as hereinafter provided.

I. PAYMENT OF INCOME AND PRINCIPAL TO SETTLOR

Trustees shall pay to or apply for the benefit of settlor the net income of the trust estate in quarter-annual or more frequent installments. In addition, trustees shall pay to settlor so much of the principal of the trust estate as settlor desires.

II. INCAPACITATED SETTLOR

If at any time, in trustees' discretion, settlor has become physically or mentally incapacitated, whether or not a court of competent jurisdiction has declared settlor incompetent or mentally ill or has appointed a conservator, trustees shall apply for settlor's benefit the amounts of net income and principal necessary in trustees' discretion or desirable for settlor's health, support, comfort, enjoyment, and welfare until settlor is again able to manage settlor's own affairs. If a conservator of the person or estate is appointed for settlor, trustees shall take into account any payment made for settlor's benefit by the conservator.

III. DECEASED SETTLOR'S EXPENSES

On settlor's death, trustees may in trustees' discretion pay out of the principal of the trust estate settlor's debts owing at the time of death, last-illness and funeral expenses, attorneys' fees, other probate expenses, and estate and inheritance taxes, including interest and penalties arising on settlor's death.

IV. DISPOSITION OF THE TRUST ESTATE

On the death of settlor, trustees shall hold, administer and distribute the trust estate in accordance with the provisions set forth in Exhibit 'B' attached to this instrument, which provisions are incorporated into this paragraph as though fully set forth herein.

V. CONTINGENCY DISTRIBUTION

If at any time before full distribution of the trust estate both settlor and all settlor's issue are deceased and no other disposition of the property is directed by this instrument, the remaining portion of the trust shall then be distributed to the legal heirs of settlor.

VI. REVOCATION OR AMENDMENT OF TRUST

During the lifetime of settlor, this trust may be revoked or amended in whole or in part by an instrument in writing signed by settlor.

VII. TRUSTEES' POWERS

In administering the trust estate, trustees shall have all powers now or hereafter conferred on trustees by law, including but not limited to all powers set forth in California Probate Code §§16200 through 16249. Trustees' powers shall include but not be limited to the powers to acquire, purchase, invest, reinvest, own, encumber, and/or sell any form of real or personal property, including but not limited to real estate and any interest in real estate, interests in general and limited partnerships, gems, metals, stocks, securities, options, cash reserves or money market accounts, bonds, notes, and interests in trusts, including common trust funds, or in any other property or undivided interests in property, wherever located; to borrow money and to encumber trust property by mortgage, deed of trust, pledge, or otherwise, for the debts of the trust or the joint debts of the trust and a co-owner of the property in which the trust has an interest; to buy, sell, assign, hold, and transfer notes, both secured and unsecured; to substitute trustees and execute reconveyances of deeds of trust; to buy, sell and trade in securities of any nature, including but not limited to any common or preferred stocks, options, puts and calls, and for such purposes to maintain and operate margin accounts with brokers; to pledge or hypothecate securities of any nature; to delegate authority to agents to enter orders in securities and commodities transactions; to partition, allot, and distribute the trust estate on any division or partial or final distribution of the trust estate, in undivided interests or in kind, or partly in money and partly in kind, at valuations determined by trustees, and to sell any property trustees consider

necessary for division or distribution; to appoint others, even if they are associated with trustees, to assist in the exercise of the powers herein granted including, without limitation, the appointment and delegation to others, as trustees' agent and attorney-in-fact, of the power and authority to bind the trust and obtain loans and other business and financial accommodations from banks and other financial institutions whether or not secured by trust property, upon such terms and conditions as the attorney-in-fact shall determine in the attorney-in-fact's sole discretion; and to execute all other documents and instruments necessary or convenient to carry out the foregoing powers.

VIII. REVISED UNIFORM PRINCIPAL AND INCOME ACT TO GOVERN

Except as otherwise specifically provided in this instrument, the determination of all matters with respect to what is principal and income of the trust estate and the apportionment and allocation of receipts and expenses between these accounts shall be governed by the provisions of the California Revised Uniform Principal and Income Act from time to time existing. Trustees in trustees' discretion shall determine any matter not provided for either in this instrument or in the California Revised Uniform Principal and Income Act, by referring to generally accepted accounting principles.

IX. ALLOCATION OF EXPENSES AMONG SUCCESSIVE BENEFICIARIES

Among successive beneficiaries of this trust, all taxes and other current expenses shall be deemed to have been paid and charged to the period in which they first became due and payable.

X. PHYSICAL DIVISION OF TRUST PROPERTY NOT REQUIRED

Trustees need not physically segregate or divide the various trusts, except when segregation or division is required because one of the trusts terminates, but trustees shall keep separate accounts for the different trusts.

XI. ADDITIONS TO TRUST

Other property acceptable to trustees may be added to the trust or trusts by any person, by the will or codicil of any settlor, by the proceeds of any life insurance, or otherwise.

XII. SPENDTHRIFT CLAUSE

No interest in the principal or income of any trust created under this instrument shall be anticipated, assigned, encumbered, or subjected to creditor's claim or legal process before actual receipt by the beneficiary; provided, however, that any beneficiary may assign his or her interest in the trust, or any

part thereof, to any one or more of his or her issue or lineal descendants.

XIII. CHOICE OF LAW CLAUSE

The validity of this trust and the construction of its beneficial provisions shall be governed by the laws of the State of California in force from time to time. This paragraph shall apply regardless of any change of residence of any trustee or any beneficiary, or the appointment or substitution of a trustee residing or doing business in another state.

XIV. CONSTRUCTION

In this instrument, in all matters of interpretation, whenever necessary to give effect to any provision of this instrument, the masculine shall include the feminine and neuter and vice versa, the singular shall include the plural, and the plural shall include the singular. In particular, the words "trustee" and "trustees" include all trustees and successor trustees serving under this instrument. The headings are inserted solely for convenient reference and shall be ignored in any construction of this instrument. All references to specific statutes, codes, or regulations shall include any successors.

XV. DEFINITION OF 'EDUCATION'

Whenever provision is made to pay for the education of a beneficiary, the term "education" shall include vocational school, college, and postgraduate study, if in trustees' discretion it is pursued to advantage by the beneficiary, at an institution of the beneficiary's choice. In determining payments to be made to the beneficiary for education, trustees shall consider the beneficiary's reasonable related living expenses and traveling expenses.

XVI. DEFINITIONS OF 'ISSUE' AND 'CHILDREN'

In this instrument, the term "issue" refers to lineal descendants of all degrees, and the terms "child", "children", and "issue" include adopted children who were minors at the date of adoption.

XVII. NO-CONTEST CLAUSE

Except as otherwise provided in this instrument, the settlor has intentionally and with full knowledge omitted to provide for settlor's heirs. If any beneficiary under this trust, singly or in conjunction with any other person or persons, contests in any court the validity of this trust or of deceased settlor's last will or seeks to obtain an adjudication in any proceeding in any court that this trust or any of its provisions or that such

will or any of its provisions is void, or seeks otherwise to void, nullify, or set aside this trust or any of its provisions, then that person's right to take any interest given to him or her by this trust shall be determined as it would have been determined if the person had predeceased the execution of this declaration of trust without surviving issue. The provisions of this paragraph shall not apply to any disclaimer by any person of any benefit under this trust or under any will. Trustees are hereby authorized to defend, at the expense of the trust estate, any contest or other attack of any nature on this trust or any of its provisions.

XVIII. SURVIVORSHIP REQUIREMENT

Except as otherwise specifically provided in this instrument, if any person named herein fails to survive settlor for thirty days, for all purposes of this trust, the person shall be considered to have predeceased settlor.

XIX. DISCLAIMERS

Any beneficiary shall have the right to disclaim all or any part of any interest in property to which he or she may be entitled under this instrument. Except as otherwise provided herein, any interest so disclaimed shall be distributed as if the beneficiary predeceased settlor. No other interest of the beneficiary shall be affected by the disclaimer, unless that interest also shall be disclaimed.

XX. TRUSTEES; ACCOUNTINGS

Settlor PATRICIA L. STRONG is hereby also designated as trustee. At any and all times following the death, resignation, or disability of said trustee, DAN BOUZOS and ALDO P. GUIDOTTI shall serve as co-trustees.

Any trustee may resign by an instrument in writing. In the event of such resignation, or of the death or incapacity of any trustee, or the inability or unwillingness of all designated trustees to serve or continue to serve, a majority in number of beneficiaries to whom the trustee is then directed or authorized to pay net income of the trust shall have the power to appoint a successor trustee whenever a successor has not been designated or otherwise provided for in this instrument.

No trustee or future trustee referred to herein shall be required to give any bond or other undertaking for the faithful performance of any duties of trustees under this agreement. All future trustees shall have all of the powers and discretions herein conferred upon trustees. Trustees may account to the adult beneficiaries of this trust, and to the extent permitted by law, their written approval shall bind minors and contingent remainder interests. Any reports and/or accounts otherwise required by the

California Probate Code, or any other law, are hereby waived to the fullest extent of the law; provided, however, that upon reasonable request by a beneficiary, trustees shall provide the beneficiary with the information specified in California Probate Code §16061 or any applicable successor statute thereto.

XXI. NAME OF TRUST

The trust created herein may be referred to as the PATRICIA L. STRONG TRUST.

Executed at Orinda, California, this 25 day of June, 2001.

Patricia L. Strong
SETTLOR
Patricia L. Strong
TRUSTEE

I certify that I have read the foregoing Declaration of Trust and that it correctly states the terms and conditions under which the trust estate is to be held, managed, and disposed of by trustees. I approve the Declaration of Trust in all particulars and request trustee to execute it.

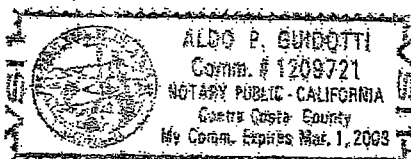
Dated: June 25, 2001

Patricia L. Strong
SETTLOR

State of California
County of Contra Costa

On June 25, 2001, before me, the undersigned Notary Public, personally appeared PATRICIA L. STRONG, personally known to me (or proved to me on the basis of satisfactory evidence) to be the settlor and the trustee of the trust created by the above instrument, and to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Aldo P. Gaudotti
Notary Public

EXHIBIT 'A'

PROPERTY TRANSFERRED TO TRUST

All of Settlor's Real and Personal Property now owned and hereafter acquired, including:

Real Property

The property known as 2414-2416 Potomac, Oakland, California.

Personal Property

All my personal property including bank accounts, securities and furniture and furnishings and all other tangible personal property.

EXHIBIT 'B'

Disposition of Trust Estate (Section IV of Declaration of Trust)

Settlor is a single person, she has one child, namely, RICKY A. CIS, she has no other child or children nor any child or children of any deceased child.

On the death of settlor, trustees shall hold, administer and distribute the trust estate as follows:

- A. To PATTY BAKER of El Cerrito, California, the following described items of jewelry:
1. One diamond ring approximately 3/4 carat in size, set in a square platinum setting;
 2. One diamond and sapphire ring, set with nine pear shaped sapphires and five square cut diamond chips, set in white gold;
 3. One jade necklace set with 16 diamond chips, strung on 14k gold chain;
 4. One pair pear shaped jade earrings;
 5. One pair sapphire and diamond cluster earrings.
- B. To my son, RICKY A. CIS, one twenty dollar gold coin dated 1906, set in 14k gold on a 14k gold chain.

The remainder of my jewelry and personal effects shall become part of the residue of my estate.

- C. All of the rest and remainder my estate to be held, administered and distributed by my trustee in accordance with the following provisions:
1. My trustee shall return the two units commonly known as 2414 and 2416 Potomac, Oakland, California, to their former position: namely, 2414 Potomac, Oakland, California, to a one-bedroom unit and 2416 Potomac, Oakland, California, to a two-bedroom unit.
 2. My trustees shall provide the unit known as 2414 Potomac, Oakland, California, for the personal use of my son, RICKY A. CIS, so long as he elects to live at 2414 Potomac, Oakland, California, free of rental charge. Only one additional person shall be allowed to occupy 2414 Potomac, Oakland, California, with my son, RICKY A. CIS. If more than one person occupies said unit, all individuals shall vacate the

premises and the unit shall remain vacant. My Trustees shall rent the unit known as 2416 Potomac, Oakland, California, for the benefit of the trust.

3. My trustee shall pay to RICKY A. CIS the sum of \$1,400.00 per month, provided that he personally resides in the unit known as 2414 Potomac. If my son, RICKY A. CIS, is incarcerated, my trustee shall cease and terminate the monthly payment of \$1,400.00 per month during the entire time he is incarcerated, and pay to him or for his account, the sum of \$50.00 per month. The Trustee shall also purchase and have delivered to my son, while incarcerated, one color television set. Said monthly payment of \$1,400.00 shall not be restored until such time as RICKY A. CIS shall personally move back into the unit and remain as a resident under the conditions above set forth.

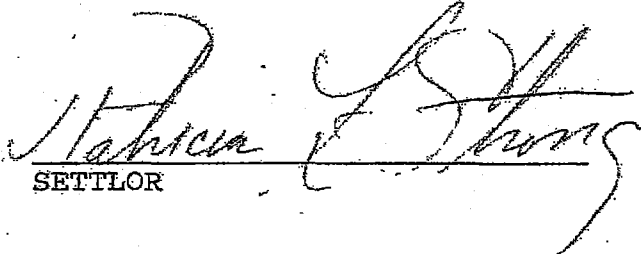
D. This trust shall terminate upon the death of my son, RICKY A. CIS, and the assets of the trust shall be distributed as follows:

1. The sum of Fifty Thousand (\$50,000.00) Dollars to EVANGELIA (ANGELICA) BOUZOS to be used for educational purposes.
2. The sum of Fifty Thousand (\$50,000.00) Dollars to DEMETRI BOUZOS to be used for educational purposes.
3. All the rest, residue and remainder of my estate to DIONISIOS (DAN) BOUZOS.

If no issue of settlor are living at settlor's death, and no other disposition of the trust estate is made by this instrument, the trust estate shall be distributed to the legal heirs of settlor.

The trust shall thereupon terminate.

Dated: June 15, 2001


SETTLOR

SEVENTH AMENDMENT TO
DECLARATION OF TRUST

PATRICIA L. STRONG hereby amends that certain Declaration of Trust executed by her as Settlor and Trustee on June 25, 2001, as follows:

I

I hereby revoke all prior amendments to my trust, specifically the First Amendment to Declaration of Trust dated May 20, 2002, the Second Amendment to Declaration of Trust dated July 12, 2002, the Third Amendment dated March 24, 2005, the Fourth Amendment dated July 20, 2005, the Fifth Amendment dated February 7, 2006, and the Sixth Amendment dated December 23, 2008.

II

I hereby delete Exhibit B, Disposition of Trust Estate (Section IV of Declaration of Trust) dated June 25, 2001, and the following is substituted in lieu thereof:

"EXHIBIT 'B'

Disposition of Trust Estate (Section IV of Declaration of Trust)

Settlor is a single person, she has no living children; she has one deceased child, namely, RICKY A. CIS, she has no other child or children nor any child or children of any deceased child.

On the death of settlor, trustees shall hold, administer and distribute the trust estate as follows:

- A. All of my jewelry and personal effects shall be distributed in accordance with my written memorandum.
- B. To KEVIN and CHERI MCLANE, 42 Irving Drive, Walpole, Massachusetts 02081, the following two municipal bonds, to wit: \$60,000 California General Obligation Bond, maturing 12/01/2035 at 4.25% interest, and \$60,000.00 California State Variable Purpose Bond, maturing 4/1/2038 at 5.0% interest. Said bonds now held in Morgan Stanley Acct. No. 104-028976-0-132.
- C. To the St. Anthony's Dining Room of San Francisco, the sum of \$25,000.00.
- D. To Laguna Honda Hospice, 375 Laguna Honda Blvd., San Francisco, CA 94116, the sum of \$25,000.

- E. To SEAN T. SMITH, my duplex known as 2414 and 2416 Potomac, Oakland, California.
- F. All the rest and remainder of my estate to SEAN T. SMITH,

III

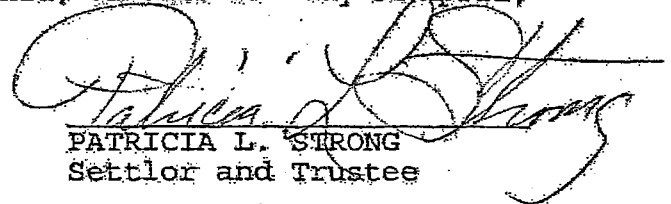
I hereby delete the first paragraph of Paragraph XX, TRUSTEES; ACCOUNTINGS and substitute the following in lieu thereof.

"Settlor PATRICIA L. STRONG is hereby also designated as Trustee. At any and all times following the death, resignation, or disability of said trustee, SEAN T. SMITH shall serve as successor trustee."

IV

In all other respects, the aforesaid Declaration of Trust remains in full force and effect.

Executed at Orinda, California, on this 23rd day of April, 2009.


PATRICIA L. STRONG
Settlor and Trustee

I certify that I have read the foregoing Seventh Amendment to Declaration of Trust, and that it correctly states the terms of said Seventh Amendment. I approve said Seventh Amendment in all particulars and request that the Trustees execute it.

Dated: April 23, 2009


PATRICIA L. STRONG
Settlor

State of California

County of Contra Costa

On April 23, 2009, before me, ALDO P. GUIDOTTI, Notary Public, personally appeared PATRICIA L. STRONG, personally known to me who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Aldo P. Guidotti

Introduction Form

By a Member of the Board of Supervisors or the Mayor

Time stamp
or meeting date

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

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

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

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

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

Sponsor(s):

Supervisor Yee

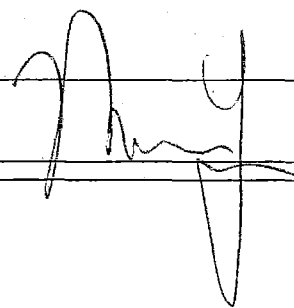
Subject:

Accept and Expend Gift – Patricia L Strong Trust - \$25,000

The text is listed below or attached:

See Attached

Signature of Sponsoring Supervisor: _____



For Clerk's Use Only:

131075