

File No. 140451

Committee Item No. 4

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

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Sub-Committee

Date July 23, 2014

Board of Supervisors Meeting

Date \_\_\_\_\_

#### Cmte Board

- |                                     |                          |  |
|-------------------------------------|--------------------------|--|
| <input type="checkbox"/>            | <input type="checkbox"/> | Motion                                       |
| <input checked="" type="checkbox"/> | <input 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 and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/> | Youth Commission Report                      |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Introduction Form                            |
| <input 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 checked="" type="checkbox"/> | <input type="checkbox"/> | Grant Budget                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Subcontract Budget                           |
| <input type="checkbox"/>            | <input type="checkbox"/> | Contract/Agreement                           |
| <input type="checkbox"/>            | <input type="checkbox"/> | Form 126 – Ethics Commission                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | 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"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____

Completed by: Linda Wong

Date July 18, 2014

Completed by: Linda Wong

Date \_\_\_\_\_

1 [Accept and Expend Grant - Golden Gate Park Community Garden - EcoMedia - \$100,000]

2  
3 **Resolution authorizing the Recreation and Park Department to accept and expend a**  
4 **grant of \$100,000 from Yellow Pages, made possible by a partnership with EcoMedia to**  
5 **support the construction of the Vertical Garden component at the Golden Gate Park**  
6 **Community Garden.**

7  
8 WHEREAS, In September 2004, the Recreation and Park Department (RPD) released  
9 its Recreation Assessment Report which revealed that almost half of all San Francisco  
10 households have a need for more community gardens while more than 1 in 5 households feel  
11 that community gardens are among the top five important recreation facilities; and

12 WHEREAS, The City's Sustainability Plan calls for "maximizing food and agricultural  
13 production within the City itself" and directs that "community and rooftop gardens exist in  
14 every neighborhood..., allowing sufficient access for all residents"; and

15 WHEREAS, The General Plan calls for expansion of community garden opportunities  
16 throughout the City; and

17 WHEREAS, These City-wide policy objectives are being addressed through RPD's  
18 continued planning efforts which have resulted in an increase from 12 community gardens in  
19 1986 to 35 community gardens today; and

20 WHEREAS, Despite these efforts, the availability of community garden plots has not  
21 kept up with demand; and

22 WHEREAS, Approximately 500 people currently sit on community garden waiting lists  
23 with the waiting period being as long as 2 years; and

24 WHEREAS, In order to meet the need for more community garden plots and to  
25 advance the Mayor's Executive Directive on Healthy and Sustainable Food, RPD is proposing

1 to construct a new community garden in Golden Gate Park, at the northeast corner of  
2 Frederick and Arguello Streets (the "Site"); and

3 WHEREAS, The Site will contain 67 new garden plots, gardening material supply bins,  
4 a demonstration garden, an outdoor classroom, and a tool lending library; and

5 WHEREAS, Thanks to a \$100,000 grant from the Yellow Pages, RPD will also have  
6 the ability to construct a Vertical Garden feature at the Site which will stand 10' high and be  
7 wholly comprised of edible plants such as leafy vegetables, herbs, and edible flowers; and

8 WHEREAS, The grant from Yellow Pages was procured in partnership with EcoMedia,  
9 a subsidiary company of CBS, and

10 WHEREAS, EcoMedia has developed partnerships with cities across America that  
11 have environmental projects in need of funding; and

12 WHEREAS, When companies such as Yellow Pages advertise with EcoMedia, dollars  
13 go directly into these projects, thereby turning traditional advertisements into grants; and

14 WHEREAS, The Grant does not require an Annual Salary Ordinance (ASO)  
15 Amendment; and

16 WHEREAS, The Grant prohibits the use of grant funds for indirect costs; and

17 WHEREAS, The City recognizes the generosity of Yellow Pages and EcoMedia with  
18 sincere appreciation; now, therefore, be it

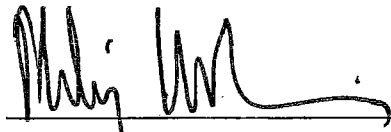
19 RESOLVED, That the Board of Supervisors approves the grant and authorizes the  
20 Recreation and Park Department General Manager to accept and expend the grant of  
21 \$100,000 from Yellow Pages to support the construction of the Vertical Garden component at  
22 the Golden Gate Park Community Garden; and be it

23 FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of  
24 indirect costs in the grant budget; and be it

1 FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of  
2 indirect costs in the grant budget; and be it

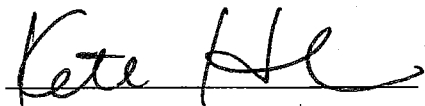
3 FURTHER RESOLVED, That the Board of Supervisors authorizes the General  
4 Manager, or his or her designee, to conduct all negotiations, execute and submit all  
5 documents, including, but not limited to applications, agreements, amendments, payment  
6 requests and so on, which may be necessary for the completion of the project.  
7

8 Recommended:

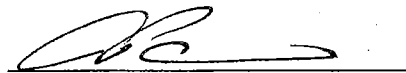
9  
10   
11 \_\_\_\_\_

12 General Manager, Recreation and Park Department  
13

14 Approved:

15  
16  
17   
18 \_\_\_\_\_

19 Mayor

20  
21   
22 \_\_\_\_\_

23 Controller  
24  
25



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

**TO:** Angela Calvillo, Clerk of the Board of Supervisors  
**FROM:** Daliah Khoury, Deputy Director of Development  
**DATE:** October 9, 2013  
**SUBJECT:** Accept and Expend Resolution for Subject Grant  
**GRANT TITLE:** Golden Gate Park Community Garden

---

Attached please find the original and 4 copies of each of the following:

- Proposed grant resolution; original signed by Department, Controller
- Grant information form, including disability checklist
- Grant budget
- Grant award letter from funding agency
- Other (Explain):

**Special Timeline Requirements:** n/a

---

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

Name: Daliah Khoury Phone: 415/831-6897

Interoffice Mail Address: RPD, McLaren Lodge, 501 Stanyan Street

Certified copy required Yes  No X

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

**File Number:** \_\_\_\_\_  
(Provided by Clerk of Board of Supervisors)

**Grant Resolution Information Form**  
(Effective July 2011)

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

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

1. Grant Title: Golden Gate Park Community Garden
2. Department: Recreation and Park Department
3. Contact Person: Daliah Khoury Telephone: (415) 831-6897
4. Grant Approval Status (check one):  
 Approved by funding agency  Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$100,000
- 6a. Matching Funds Required: \$0  
b. Source(s) of matching funds (if applicable):
- 7a. Grant Source Agency: Yellow Pages  
b. Grant Pass-Through Agency (if applicable): EcoMedia
8. Proposed Grant Project Summary: To support the construction of the Vertical Garden component at the Golden Gate Park Community Garden
9. Grant Project Schedule, as allowed in approval documents, or as proposed:  
Start-Date: End-Date:
- 10a. Amount budgeted for contractual services: \$0  
b. Will contractual services be put out to bid?  
c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements?  
d. Is this likely to be a one-time or ongoing request for contracting out?
- 11a. Does the budget include indirect costs?  Yes  No  
b1. If yes, how much? \$  
b2. How was the amount calculated?  
c1. If no, why are indirect costs not included?  
 Not allowed by granting agency  To maximize use of grant funds on direct services  
 Other (please explain):

c2. If no indirect costs are included, what would have been the indirect costs? \$5,000

12. Any other significant grant requirements or comments:

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

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

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

*The proposal for installation of an edible vertical garden at the new GGP Community Garden was reviewed by Mayor's Office on Disability.*

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

Paulina Araica  
(Name)

ADA Coordinator for Physical Access to Facilities  
(Title)

Date Reviewed: 10/11/13

*Paulina Araica*  
(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Phil Ginsburg  
(Name)

General Manager  
(Title)

Date Reviewed: 10/8/13

*Phil Ginsburg*  
(Signature Required)



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

Yellow Pages/EcoMedia  
Golden Gate Park Community Garden  
Vertical Garden Feature  
Grant Budget

Line Item	Amount
Vertical Garden System	\$40,000
Installation of System	\$35,000
Potting Soil Mix (20.5 CY)	\$1,500
Plants (2,610 total)	\$3,000
Drip Irrigation and Moisture Sensor	\$1,000
Gravel Gutter Infill (12"x16"x130' or 7 CY)	\$600
Complete Gravel Gutter	\$2,500
Donor Acknowledgement	\$500
PM Labor	\$10,000
Contingency	\$5,900
Total:	\$100,000



### Project Support Agreement

This Project Support Agreement ("Support Agreement"), entered into as of October 1, 2013 ("Effective Date"), is entered into by and between CBS EcoMedia Inc., a Delaware corporation ("EcoMedia"), and the City and County of San Francisco, California, acting by and through its Recreation and Park Department ("SFRPD").

**WHEREAS**, EcoMedia and SFRPD entered into a separate Projects Agreement dated as of October 1, 2013 (the "Projects Agreement"), which Projects Agreement remains in full force and effect; and

**WHEREAS**, the Projects Agreement provides that, in the event the parties agree that Sponsor shall provide the Support to SFRPD with respect to the Project (each as defined below), the parties shall enter into this Support Agreement setting forth the applicable terms and conditions upon which such Support would be made; and

**WHEREAS**, SFRPD is building the Golden Gate Park Community Garden in the southeast corner of Golden Gate Park near Kezar Stadium and as part of that project, SFRPD proposes to install a vertical Garden; and

**WHEREAS**, EcoMedia has developed certain advertising and media programs, including, without limitation, the EcoAd, WellnessAd and EducationAd programs (each, a "Program" and collectively the "Programs"), to assist in funding Program-related projects by means of financial support provided by private business entities that elect to sponsor such projects in connection with such sponsors' advertising, promotion and sponsorship activities; and

**WHEREAS**, Sponsor now proposes to provide the Support to SFRPD for the Project described below, and SFRPD desires to accept such Support;

**NOW, THEREFORE**, in consideration of the premises set forth above and the mutual covenants and agreements set forth herein, the parties hereto mutually agree as follows:

1. Support. Yellow Pages, or YP ("Sponsor"), has committed to furnish the amount of ONE HUNDRED THOUSAND UNITED STATES DOLLARS (US \$100,000) (the "Support") to support the Project referenced in paragraph 2 below. The Support shall be payable to SFRPD pursuant to the terms and conditions hereof following execution of this Support Agreement and shall be expressly conditioned upon EcoMedia's actual receipt of all committed funds from Sponsor in connection with the Support. In no event shall EcoMedia be responsible to SFRPD or any other party for any delay or failure by Sponsor to pay all or any portion of the Support. SFRPD's obligations hereunder are expressly conditioned upon approval of acceptance of the Support by the San Francisco Recreation and Park Commission and the San Francisco Board of Supervisors, and subject to the budgetary and fiscal requirements of the San Francisco City Charter. In no event shall SFRPD be responsible to EcoMedia or any other party for any delay or failure by the San Francisco Recreation and Park Commission and/or the San Francisco Board of Supervisors to accept all or any portion of the Support.

2. Project. The Support shall be used solely for the purpose of paying costs and expenses directly arising from the planning, development, implementation, operation and execution of the following project: VERTICAL GARDEN IN THE GOLDEN GATE PARK COMMUNITY GARDEN, as further described in the Statement of Work attached hereto and hereby incorporated herein as Exhibit A (the "Project"). SFRPD represents and warrants that the Project satisfies, or shall satisfy, in all material respects, all of the criteria pertaining to the Project as set forth in Exhibit A (the "Criteria").

3. Promotion and Publicity. EcoMedia and Sponsor shall have the right to advertise, publicize and promote the Support for the Project in any and all media, now known or hereafter invented, throughout the world in perpetuity subject to the conditions herein. In connection therewith, SFRPD shall provide EcoMedia with a reasonable quantity (if available, and as mutually agreed) of promotional assets (e.g., photographs, videos, pamphlets, interviews, quotes, etc.) fully cleared by SFRPD for such uses and purpose, provided that EcoMedia and Sponsor may use such assets solely for purposes relating to their involvement in the Project and not in a manner that suggests SFRPD's endorsement of EcoMedia and/or Sponsors' products. SFRPD shall also invite and permit EcoMedia's and Sponsor's representatives to attend any and all promotional events (e.g., press announcements, ground-breaking and ribbon-cutting ceremonies, fund-raising events and parties, etc.) relating to the Project. EcoMedia, on behalf of itself and/or Sponsor, must obtain SFRPD's prior written approval for the use of any images or video it produces or obtains of the Project and promotional events on City property. EcoMedia and Sponsor may not represent that the City endorses any specific media product without City's advance written authority. EcoMedia and Sponsor may not use the City's seal, or the seal of any City department or agency in any media or other materials without the City's advance written approval. EcoMedia acknowledges that the City seal may not be used for commercial purposes unrelated to official City business. EcoMedia, Sponsor and SFRPD shall also have the right to issue one or more press releases regarding the Support for the Project; provided, that the parties shall share any such press releases or public announcements with the other parties for review and comment prior to issuance, such review and comment not to be unreasonably withheld or delayed.

4. Support Conditions. The furnishing of the Support to SFRPD is expressly subject to SFRPD's satisfaction of all of the following conditions (the "Conditions"): (i) the Support shall be used solely for the purpose of paying costs and expenses directly arising from the planning, development, implementation, operation and execution of the Project, and for no other purpose(s); (ii) SFRPD shall segregate the Support funds from City's other general funds; (iii) upon request, SFRPD shall provide EcoMedia with detailed written reports setting forth all uses and expenditures of the Support; (iv) SFRPD shall utilize the entirety of the Support funds, subject to and in accordance with all of the terms and conditions hereof, no later than the Estimated Project End Date set forth on Exhibit A or such other end date as the parties shall subsequently agree upon in writing (the period from the Effective Date to such date, the "Project Term"); (v) the Project shall materially satisfy and fulfill all of the Criteria, and, upon request, SFRPD shall provide EcoMedia (and/or its designee) with written reports confirming the Project satisfies (or shall satisfy, as reasonably determined by SFRPD after conducting good faith inquiry and reasonable due diligence) all of the Criteria in all material respects; and (vi) SFRPD shall comply, and shall require its employees, agents and contractors to comply, with all applicable laws, rules, regulations and industry "best practices" relating to the planning, development, implementation, operation and execution of the Project.

5. Repayment of Support. SFRPD shall be required to repay the Support (either in full or in part, as set forth below) to EcoMedia in any of the following circumstances, as follows:

(a) In the event work on the Project is terminated or discontinued for any reason, or in the event work on the Project is suspended for a period of thirty (30) consecutive days, or more, except when such suspension is due to causes beyond SFRPD's control and SFRPD intends to recommence work as soon as reasonably possible, then SFRPD shall promptly repay to EcoMedia any portion of the Support not already spent (subject to and in accordance with all of the terms and conditions hereof) as of the effective date of such termination, discontinuance or suspension.

(b) In the event any portion of the Support is not spent by SFRPD in accordance with the terms and conditions hereof during, or remains unspent as of the expiration of the Project Term, SFRPD

shall repay such amounts to EcoMedia within thirty (30) days following the expiration of the Project Term.

(c) In the event SFRPD fails to satisfy, or materially breaches, any of the terms and conditions of this Support Agreement (including, without limitation, the Criteria and Conditions set forth above), EcoMedia shall issue a written notice of default to SFRPD identifying the ground(s) for default and provide SFRPD with a 14-day cure period to complete necessary corrective work and/or actions. In the event that necessary corrective work and/or actions cannot be completed within the 14-day cure period through no fault of SFRPD, SFRPD shall, within the 14-day cure period, (i) provide EcoMedia with a schedule, acceptable to EcoMedia, for completing the corrective work and/or actions; and (ii) commence diligently the corrective work and/or actions. EcoMedia, after accepting SFRPD's proposed schedule, will amend the notice of default in writing to set forth the agreed-upon cure period. If SFRPD fails to completely cure the default either (i) within the 14-day cure period set forth in the notice of default; or (ii) within the agreed-upon cure period set forth in an amended notice of default, EcoMedia may immediately terminate this Agreement and SFRPD shall promptly repay to EcoMedia any portion of the Support not already spent.

6. Books and Records / Audit. SFRPD shall keep and maintain detailed books and records relating to the Project and the Support (including, without limitation, all uses and expenditures thereof) (collectively, the "Records") during the Project Term and for a period of two (2) years thereafter (the "Audit Period"). Upon not less than ten (10) business days' advance written notice to SFRPD by EcoMedia at any time during the Audit Period, EcoMedia and/or its designees shall be entitled to inspect, review, audit and copy such Records, at EcoMedia's sole expense, during SFRPD's normal business hours. In the event any such audit reveals any use of the Support in a manner contrary to the requirements of this Support Agreement, SFRPD shall promptly: (i) repay to EcoMedia the full amount of all Support monies determined to have been used in a manner contrary to the terms and conditions of this Support Agreement; and (ii) reimburse EcoMedia for all reasonable and verifiable third party costs and expenses incurred in connection with such audit up to, but not exceeding, the amount of the Support.

7. Release and Waiver. Except as otherwise set forth herein with respect to indemnification, to the fullest extent permitted by applicable law, Project Manager hereby releases EcoMedia, Sponsor, and their respective parent, subsidiary and affiliated entities, and each of their directors, officers, managers, members, employees, agents, attorneys, advisors, consultants, volunteers and other like parties (collectively, the "Support Parties"), from any liability whatsoever relating to or arising out of the Projects or the use of the Support. Project Manager further waives any right to sue or bring any action of any kind against the Support Parties relating to or arising out of the Projects or the use of the Support. In that regard, Project Manager expressly and voluntarily waives any and all rights and benefits conferred upon it by the provisions of California Civil Code Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECTS TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED THE HIS OR HER SETTLEMENT WITH THE DEBTOR.

8. Indemnification. To the extent permitted by applicable law, SFRPD shall indemnify, defend, and hold harmless the Support Parties from and against any claim, loss, damage, suit, expense or other liability, including attorneys' fees, arising out of or relating to the Project (including, without limitation, the development, planning, demolition, construction, installation, implementation, maintenance, repair and/or management thereof) or the use of the Support.

To the extent permitted by applicable law, EcoMedia shall indemnify, defend and hold harmless City and SFRPD from all loss and liability, including reasonable attorney's fees, court costs and other litigation expenses, for any infringement by EcoMedia of the proprietary right or trademark or other intellectual property of any third parties in connection with any Projects, Programs, or Support, except to the extent such infringement is a result of EcoMedia's use of materials approved and/or provided by SFRPD in accordance with any terms of use delivered to EcoMedia in writing by SFRPD.

9. Notices. All notices, requests, demands and other communications required or permitted under this Support Agreement must be in writing and will be deemed to have been duly given, made and received only (a) when personally delivered, or (b) on the date specified for delivery when deposited with an overnight courier service such as Federal Express for delivery to the intended addressee, or (c) when sent via facsimile with answer back receipt, with a hard copy sent in a manner set forth in (a) or (b) above, or (d) if delivered via email with read receipt requested, as of the time such read receipt is confirmed, with a hard copy sent in a manner set forth in (a) or (b) above, each of the foregoing addressed as set forth below:

If to EcoMedia, to:

CBS EcoMedia, Inc.  
919 Manhattan Avenue, Suite 100  
Manhattan Beach, CA 90266  
Attn: Taylor Tomczyszyn, Director, National Programs  
Fax: (310) 374-2213  
Email: [taylor.tomczyszyn@ecomediabcbs.com](mailto:taylor.tomczyszyn@ecomediabcbs.com)

With a copy, not itself constituting notice, to:  
CBS Law Department  
4024 Radford Avenue  
Studio City, CA 91604  
Attn: James HuYoung, Esq.  
Fax: (818) 760-9548

If to SFRPD, to:

San Francisco Recreation and Park Department  
McLaren Lodge  
501 Stanyan Street  
San Francisco, CA 94117  
Attn: Daliah Khoury, Deputy Director of Development  
Fax: (415) 831-2099  
Email: [daliah.khoury@sfgov.org](mailto:daliah.khoury@sfgov.org)

10. Miscellaneous. This Support Agreement and the related Projects Agreements, together, comprise the entire agreement regarding the subject matter hereof, and in the event of any conflict between the terms of this Support Agreement and the Projects Agreement, on the one hand, and the terms of any Exhibit or attachment hereto, on the other, it is understood that the terms of this Support Agreement and the Projects Agreement shall control with respect to any interpretation of the meaning and intent of the parties. This Support Agreement may be modified only by a written agreement executed by both parties. Each party and its officers, employees, agents, contractors and/or consultants are independent contractors

and are not, nor shall they hold themselves out to as or claim to be, employees or agents of the other party or any department, agency or unit thereof; accordingly, neither party shall have any authority to enter into any agreement on behalf of the other party or otherwise cause the other party to incur any obligations whatsoever other than as set forth herein or in the Projects Agreement. This Support Agreement is binding upon, and will inure to the benefit of, each party and their successors and assigns; provided, however, that SFRPD may not transfer, assign, pledge or collateralize its rights hereunder (including, without limitation, its rights in and to the Support) to any third party without EcoMedia's prior written approval, and any such transfer, assignment, pledge or collateralization shall be null and void. Should any provision of this Support Agreement be found invalid or unenforceable as written, such provision shall be reduced, limited or severed only to the minimum extent necessary to make it valid and enforceable, and the parties shall adhere to such provision as so reduced or limited in a manner as consistent with the language and intent of the original provision as possible, and all remaining provisions shall remain enforceable upon their terms. This Support Agreement shall be construed in accordance with the laws of the State of California, without regard to the conflicts of laws principles thereof. The provisions of this Support Agreement shall survive for a period of two (2) years following the expiration of the Project Term, except that Sections 7 and 8 of this Support Agreement shall survive indefinitely. Failure of either party to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Support Agreement as of the Effective Date.

CITY AND COUNTY OF SAN FRANCISCO  
RECREATION AND PARK DEPARTMENT

By:   
Name:  
Title:

Date: 5-10-14

CBS ECOMEDIA INC.

By:   
(Authorized Officer)

Date: 06/09/14

**Exhibit "A"**  
**Statement of Work**

<b>Project:</b>	Vertical Garden in Golden Gate Park Community Garden
<b>Advertising Client:</b>	YP (Yellow Pages)
<b>Support Amount:</b>	\$100,000
<b>Project Manager (Support Recipient):</b>	San Francisco Recreation and Parks Department (SRPD)
<b>Project Location:</b>	Golden Gate Park – San Francisco, CA
<b>Project Start Date:</b>	August 2013
<b>Estimated Project End Date:</b>	November 2013

**Project Description:**

Background:

This .66 acre piece of land in the southeast corner of Golden Gate Park near Kezar Stadium is set to become a hub of urban agriculture for the entire city called the "Golden Gate Park Community Garden." SRPD will develop the garden in two separate phases with Phase I comprising the construction of large garden beds designed for the communal farming of plants and produce and Phase II adding components such as an educational area, demonstration garden, and tool lending library.

The overall cost of the Golden Gate Park Community Garden is estimated to be approximately \$1.6 million for both phases. Phase I includes construction of large gardening beds, a nursery and a small greenhouse and will cost approximately \$250,000. In addition, Phase I includes installation of a vertical garden costing \$100,000 as discussed below. Phase II will include a tool lending library, an education pavilion, and a large demonstration garden and is expected to cost approximately \$1.3 million.

Yellow Pages Sponsored Project:

EcoMedia, through Sponsor (Yellow Pages), is providing \$100,000 to construct a vertical gardening space in the Golden Gate Park Community Garden. The \$100,000 of Support will fund the entirety of the vertical garden installation and include the specific components listed below:

//

//

//

**Specific Upgrades Supported with Sponsor (YP)'s Support Funds:**

Item	Estimated Cost
Vertical Garden System	\$35,000
Installation of System	\$10,000
Tack Weld Fence	\$5,000
Potting Soil Mix (5 CY)	\$500
Plants (900 total)	\$2,000
Drip Irrigation and Moisture Sensor	\$1,000
Signage	\$500
Labor	\$20,000
Vertical Wall Consultant/Design	\$10,000
Maintenance and Upkeep (5 years)	\$10,000
Contingency	\$6,000
<b>TOTAL COST OF VERTICAL GARDEN</b>	<b>\$100,000</b>
<b>Total Cost of Golden Gate Park Community Garden Project (All phases)</b>	<b>\$1,600,000</b>

**Project Impacts:**

Number of people served:	220 per week
Square footage added:	1,000
New service hours added:	208 per year
New Educational Programming hours added:	208 per year

**Project Reporting Requirements:**

Project Status Reports will be provided to EcoMedia on the following basis:

- A Statement of Work which will identify all project specifics and timeline for completion at the time work is begun;
- A Mid-Term Report six months after the project is complete.
- Performance Reports will be submitted on an annual basis through the first two years following the project's completion date. All forms to be used for the aforementioned reports will be provided by EcoMedia.

# 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 different form.**

**Sponsor(s):**

**Subject:**

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

Signature of Sponsoring Supervisor: 

For Clerk's Use Only: