

File No. 100860

Committee Item No. 3

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Sub-Committee: BUDGET AND FINANCE

Date: July 21, 2010

BOARD OF SUPERVISORS MEETING

Date: _____

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OTHER

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Completed by: Andrea S. Ausberry

Date Friday, July 16, 2010

Completed by: _____

Date _____

An asterisked item represents the cover sheet to a document that exceeds 25 pages. The complete document is in the file.

1 [Amendment to Maintenance and Management Agreement between the San Francisco Port
2 Commission and the San Francisco Redevelopment Agency for Rincon Park.]

3 **Resolution authorizing and directing the Port Executive Director to execute the Third**
4 **Amendment to the Maintenance and Management Agreement between the City and**
5 **County of San Francisco and the Redevelopment Agency of the City and County of San**
6 **Francisco for the maintenance and management of Rincon Park by the Port, extending**
7 **the term of the Agreement from June 30, 2010 to June 30, 2013.**

8
9 WHEREAS, Charter Section 3.581 empowers the San Francisco Port Commission
10 ("Port" or "Port Commission") with the power and duty to use, conduct, operate, maintain,
11 manage, regulate and control the Port area of San Francisco; and

12 WHEREAS, The Port owns certain land located between the Embarcadero Promenade
13 to the east and Steuart Street and The Embarcadero to the west, which lands are designated
14 under the Rincon Point/South Beach Redevelopment Plan for use as a public park ("Site");
15 and

16 WHEREAS, On September 7, 2001, the Port and the Redevelopment Agency of the
17 City and County of San Francisco ("Redevelopment Agency") entered into a Lease for a 65
18 year term for the construction and operation of a public park on the Site referred to as the
19 "Rincon Park"; and

20 WHEREAS, Rincon Park opened to the public in February 2003; and

21 WHEREAS, The Port has provided professional maintenance and management
22 services to the Redevelopment Agency for Rincon Park pursuant to the Rincon Park
23 Maintenance and Management Agreement dated January 2, 2003, ("Management
24 Agreement"); and

1 WHEREAS, On February 14, 2006, per Resolution No. 06-11, the Port Commission
2 approved, authorized and directed the Executive Director to enter into the First Amendment
3 between the Port and the Redevelopment Agency extending the duration of the agreement by
4 one year to June 30, 2007; and

5 WHEREAS, On April 20, 2007, per Resolution No. 07-28, the Port Commission
6 approved, authorized and directed the Executive Director to enter into the Second
7 Amendment between the Port and the Redevelopment Agency extending the duration of the
8 agreement by three years to June 30, 2010; and

9 WHEREAS, The respective staff of the Port and the Redevelopment Agency have
10 negotiated the terms of an amendment to the Management Agreement that extends the term
11 to June 30, 2013 all of which terms are documented in the form of the Third Amendment to
12 the Maintenance and Management Agreement (the "Third Amendment") attached to the Staff
13 Memorandum for Port Commission Agenda Item 8D on file with the Port Commission
14 Secretary and the Clerk of the Board of Supervisors of the City and County of San Francisco
15 ("Board of Supervisors"); and

16 WHEREAS, The Third Amendment, since it extends the term of the Management
17 Agreement in excess of ten years, is subject to the Board of Supervisors' approval under
18 Charter Section 9.118; and

19 WHEREAS, On May 11, 2010, subject to approval by the Board of Supervisors and the
20 Mayor, by Port Commission Resolution 10-25, the Port Commission authorized and directed
21 the Port Executive Director to execute the Third Amendment on substantially the same terms
22 and conditions of the amendment on file with the Port Commission Secretary and further
23 authorized the Port Executive Director to enter into any additions, amendments or other
24 modifications to the Third Amendment that the Executive Director determines, in consultation
25 with the City Attorney, are in the best interest of the Port, and do not materially increase the

1 obligations or liabilities of the Port, and are necessary or advisable to complete the
2 amendments contemplated in the Third Amendment and effectuate the purpose of Port
3 Commission Resolution 10-25, such determination to be conclusively evidenced by the
4 execution and delivery by the Executive Director of the Third Amendment and any changes
5 thereto; and

6 WHEREAS, On May 4, 2010, subject to approval by the Port Commission, the Board of
7 Supervisors and the Mayor, the San Francisco Redevelopment Agency Commission
8 approved a three-year extension of the Management Agreement by Resolution 44-2010; and

9 WHEREAS, A Copy of the Management Agreement, and the First, Second, and Third
10 Amendments are on File with the Clerk of the Board in File No. 100860; now, therefore, be it

11 RESOLVED, That the Board of Supervisors ratifies, confirms and approves the
12 Management Agreement, including the First and Second Amendments, and all actions taken
13 by the officials, employees and agents of the Port Commission or the City and County with
14 respect to the agreement; and, be it further

15 RESOLVED, That the Board of Supervisors hereby approves the Third Amendment
16 and authorizes and directs the Port Executive Director to execute the Third Amendment on
17 substantially the same terms and conditions of the amendment on file with the Clerk of the
18 Board of Supervisors; and, be it further

19 RESOLVED, That the Board of Supervisors authorizes the Port Executive Director to
20 enter into any additions, amendments or other modifications to the Third Amendment that the
21 Executive Director determines, in consultation with the City Attorney, are in the best interest of
22 the Port, and do not materially increase the obligations or liabilities of the Port, and are
23 necessary or advisable to complete the amendments contemplated in the Third Amendment
24 and effectuate the purpose of this resolution, such determination to be conclusively evidenced

1 by the execution and delivery by the Executive Director of the Third Amendment and any
2 changes thereto.

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Item 3
File 10-0860

Department(s):
San Francisco Port Commission (Port)

EXECUTIVE SUMMARY

Legislative Objective

- The proposed resolution would authorize the San Francisco Port Commission (Port) Executive Director to execute the Third Amendment to the Maintenance and Management Agreement between the City and County of San Francisco, acting on behalf of the Port, and the San Francisco Redevelopment Agency (Redevelopment Agency), which would extend the term by three years, from July 1, 2010 through June 30, 2013.

Key Points

- The Port currently owns 85,877 square feet of waterfront land on The Embarcadero, between Howard Street and Folsom Street. As part of the Rincon Point/South Beach Redevelopment Plan, the Redevelopment Agency leased this portion of land from the Port to construct a public park, named Rincon Park. Rincon Park includes trees, a lawn, shrubs and perennials, irrigation, lightning systems, paved areas, a restroom and a bow and arrow sculpture. Since the Port owns Rincon Park and has the expertise to maintain waterfront properties, the Port and the Redevelopment Agency entered into a Maintenance and Management Agreement, from February 3, 2003 through February 6, 2006, for the Port to provide (a) general park management, (b) events coordination, (c) general park maintenance, (d) irrigation services, (e) landscape maintenance, (f) janitorial services, (g) sculpture maintenance and repairs, (h) utility services and (i) security services.
- On February 14, 2006, the Port Commission retroactively approved a First Amendment of the Maintenance and Management Agreement, to extend the term for one year and approximately 4 ½ months, from February 7, 2006 through June 30, 2007. On April 20, 2007, the Port Commission approved a Second Amendment, which extended the term for three additional years, from July 1, 2007 through June 30, 2010. The First and Second Amendments did not require approval from the Board of Supervisors.

Fiscal Analysis

- Under the existing Maintenance and Management Agreement, the Port was paid by the Redevelopment Agency an average of \$219,859 per year or a total of \$1,576,387 from February 3, 2003 through March 31, 2010. Under the proposed three year extension, from July 1, 2010 through June 30, 2013, the Port is estimated to generate \$198,194 each fiscal year, which is \$21,665 less than the existing agreement's yearly average of \$218,136 because the Port streamlined the actual work conducted.

Recommendations

- Amend the proposed resolution to (a) provide for retroactive approval to July 1, 2010 of the proposed Third Amendment to the Maintenance and Management Agreement between the Port and the Redevelopment Agency and (b) amend the proposed resolution to state that the correct beginning date of the extension period is July 1, 2010, instead of June 30, 2010. Approve the proposed resolution, as amended.

MANDATE STATEMENT/ BACKGROUND**Mandate Statement**

In accordance with Charter Sections 9.118(a) and 9.118(b), agreements and amendments to agreements with a term of ten years or more and/or over \$1,000,000 in anticipated revenue is subject to Board of Supervisors approval.

Background

The San Francisco Port Commission (Port) currently owns waterfront land totaling 85,877 square feet on The Embarcadero, between Howard Street and Folsom Street. As part of the San Francisco Redevelopment Agency's (Redevelopment Agency) Rincon Point/South Beach Redevelopment Plan¹, the Redevelopment Agency leased the 85,877 square feet of land from the Port to construct a public park, named Rincon Park. The construction of Rincon Park was completed and opened to the public in February of 2003. Rincon Park includes trees, lawn, shrubs and perennials, irrigation, lightning systems, paved areas, a restroom and a bow and arrow sculpture.

Since the Port owns Rincon Park and has the expertise to maintain waterfront properties, on February 3, 2003, the Port and the San Francisco Redevelopment Agency entered into a three-year and three-day Maintenance and Management Agreement, from February 3, 2003 through February 6, 2006, for the Port to provide the following maintenance and management services at Rincon Park:

- (a) General park management, events coordination, general park maintenance, irrigation services and landscape maintenance, which are detailed in the existing Maintenance and Management Agreement (Attachment I);
- (b) Janitorial services, which include (a) picking up all refuse, (b) sweeping and steam-cleaning paved areas, (c) removing graffiti, and (d) other general park maintenance as further detailed on page 3 and 4 in the General Park Maintenance section of Attachment I;
- (c) Sculpture maintenance and repairs;
- (d) Utility services, which include paying for all electrical, water, and other utility bills related to the operation and maintenance of Rincon Park; and
- (e) Security and patrol services from 6 p.m. through 6 a.m. on weekdays and from 6 p.m. on Friday through 6 a.m. on Monday.

The Port provides the Redevelopment Agency with a proposed annual budget for the Maintenance and Management Agreement, which is subject to approval by the Board of Supervisors through the annual budget process. As part of the Rincon Park development plan, the developer, Gap, Inc., a private firm, is required to pay for security services at Rincon Park for

¹ Rincon Point/South Beach Redevelopment Plan was approved by the Board of Supervisors on January 5, 1981.

ten years, which is budgeted at \$100,000 per year for a total of \$1,000,000 (see Fiscal Analysis section for details). According to Ms. Amy Lee, Deputy Executive Director at the Redevelopment Agency, the Redevelopment Agency uses monies from Port property rents due to the Redevelopment Agency to fund the remainder of the Maintenance and Management Agreement. The Port's budget and revenues for the Maintenance and Management Agreement are shown in Table 1 in the Fiscal Impact section below.

On February 14, 2006, the Port Commission retroactively approved a First Amendment to the Maintenance and Management Agreement, to extend the term for one year and approximately 4 ½ months, from February 7, 2006 through June 30, 2007. On April 20, 2007, the Port Commission approved a Second Amendment to the Maintenance and Management Agreement, to extend the term for an additional three years, from July 1, 2007 through June 30, 2010. The First Amendment and the Second Amendment did not require approval from the Board of Supervisors. The proposed Third Amendment (subject of the this resolution) will extend the term of the Maintenance and Management Agreement for an additional three years, from June 30, 2010 through June 30, 2013, which will require Board of Supervisors approval since the term exceeds ten years.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would authorize and direct the Port's Executive Director to execute a Third Amendment to the Maintenance and Management Agreement between the City and County of San Francisco, acting on behalf of the Port, and the Redevelopment Agency, to extend the term of the Agreement, by three years, from June 30, 2010 through June 30, 2013, in order for the Port to continue to be reimbursed by the Redevelopment Agency and the developer, Gap, Inc., for the Port's actual costs to provide maintenance and management services at Rincon Park.

The proposed resolution was approved by the Port Commission on April 6, 2010.

FISCAL ANALYSIS

Revenues Generated from the Maintenance and Management Agreement

As shown in Table 1 below, under the existing Maintenance and Management Agreement, the Port received, for its maintenance and management services, revenues from the developer and the Redevelopment Agency of an average of \$219,859 per year or \$1,576,387 over the seven-year and two-month period, from February 3, 2003 through March 31, June 30, 2010. Attachment II, provided by Mr. David Deasy, Senior Administrative Analyst of the Port, provides additional details related to the Port's total actual costs of \$1,576,387 for personnel and related costs under the Maintenance and Management Agreement from February 3, 2003 through March 31, 2010.

Table 1: Redevelopment Agency/Developer Annual Payments to the Port for the Maintenance and Management Agreement

Period	Period Dates		Port Actual Costs	Redevelopment Agency Portion of Costs Payable to the Port	Developer Portion of the Costs Payable to the Port (Security Costs Only)	Total Payments	Cumulative Payments to Port
	Start	End					
CY 2003	February 3, 2003	December 31, 2004	\$235,712	\$161,343	\$74,369	\$235,712	\$235,712
CY 2004	January 1, 2004	December 31, 2005	\$324,483	\$228,507	\$95,976	\$324,483	\$560,195
CY 2005	January 1, 2005	December 31, 2005	\$260,452	\$173,098	\$87,354	\$260,452	\$820,647
CY 2006 (6 months)	January 1, 2006	June 30, 2006	\$111,692	\$57,910	\$53,782	\$111,692	\$932,339
FY 2006-2007	July 1, 2006	June 30, 2007	\$185,514	\$92,483	\$93,031	\$185,514	\$1,117,853
FY 2007-2008	July 1, 2007	June 30, 2008	\$185,684	\$145,639	\$40,045	\$185,684	\$1,303,537
FY 2008-2009	July 1, 2008	June 30, 2009	\$171,309	\$131,264	\$40,045	\$171,309	\$1,474,846
FY 2009-2010	July 1, 2009	March 31, 2010	\$101,541	\$70,309	\$31,232	\$101,541	\$1,576,387
Total			\$1,576,387	\$1,060,553	\$515,834	\$1,576,387	
Yearly Average			\$219,859*				

Source: Port

* Yearly average of \$219,859 = \$1,576,387 divided by 7.17 (or 7 years and 2 months)

In addition to the costs and revenues identified above, Mr. Deasy estimates that between April 1, 2010 and June 30, 2010, the Port incurred costs and will be fully reimbursed between \$34,000 and \$40,000 from the Redevelopment Agency.

Security Service Costs

The Rincon Park developer, Gap, Inc. is required to pay the Redevelopment Agency for the Port's security services at Rincon Park for ten years, which is budgeted at \$100,000 per year for a total of \$1,000,000. In turn, the Redevelopment Agency allocates the security costs paid by Gap, Inc. to the Port. To date, the Redevelopment Agency has received \$700,000 from Gap, Inc. for the past seven years. However, as shown in Table 1 above, total actual costs of security for Rincon Park were only \$515,834. According to Ms. Audrey Kay, Property Management Supervisor at the Redevelopment Agency, the Redevelopment Agency will continue to receive \$100,000 or a total of \$300,000 from Gap, Inc. for an additional three years (until 2013). Ms. Kay advises that the Redevelopment Agency has carried forward the security service fund balance of \$184,166 (\$700,000 less \$515,834) and will use the surplus of \$184,166 and the additional \$300,000 to pay for the Port's security services in future years. After the Redevelopment Agency fully pays the Port for the \$1,000,000 for the Port's security service from the funds received from Gap, Inc., the Redevelopment Agency will provide the monies due to the Port for security services at Rincon Park.

Expected Revenues for the Proposed Three Year Extension

According to Mr. Deasy, the Port's FY 2010-2011 budget to maintain and manage Rincon Park is \$198,194 per year, which is \$21,665, or 9.9 percent, less than the average actual payments of \$219,859 made to the Port under the existing Agreement. According to Mr. Deasy, the costs of

the maintenance and management of Rincon Park has decreased over the term of the Maintenance and Management Agreement because the Port streamlined the actual work conducted, which included (a) readjusting security schedules to be consistent with actual security needs, (b) combining the Property Manager and Principal Administrative Analyst duties under one position, (c) using plants that are less costly to maintain, and (d) adjusting the water schedule of plants and lawns.

Mr. Deasy also advises that the annual budgeted revenues that the Port expects to be paid from the Redevelopment Agency under the proposed Third Amendment to the Maintenance and Management Agreement, for the three-year period from FY 2010-2011 through FY 2012-2013, is \$198,194 annually, for a total of \$594,582 over the three-year period, as shown in Table 2 below and detailed in Attachment III provided by Mr. Deasy.

Table 2: Redevelopment Agency/Developer Estimated Annual Payments to the Port for the Maintenance and Management Agreement

Period	Period Dates		Redevelopment Agency Portion	Developer Portion	Total Payments to Port
	Start	End			
FY 2010-2011	July 1, 2010	June 30, 2011	\$153,194	\$45,000	\$198,194
FY 2011-2012	July 1, 2011	June 30, 2012	\$153,194	\$45,000	\$198,194
FY 2012-2013	July 1, 2012	June 30, 2013	\$153,194	\$45,000	\$198,194
Total			\$459,582	\$135,000	\$594,582

Source: Port

Proposed Amendments to the Resolution

As noted above, on April 20, 2007, the Port Commission approved a Second Amendment to the Maintenance and Management Agreement, to extend the term for an additional three years, from July 1, 2007 through June 30, 2010. Therefore, the proposed Third Amendment should commence on July 1, 2010. However, the proposed Third Amendment would commence on June 30, 2010 instead of July 1, 2010. Therefore, the proposed resolution should be amended to state that the correct beginning date of the extension period is July 1, 2010, instead of June 30, 2010.

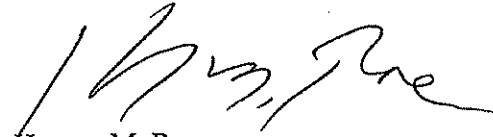
Also, since the proposed Third Amendment to the existing the Maintenance and Management Agreement was effective as of July 1, 2010, the proposed resolution should be amended to provide for retroactive approval to July 1, 2010. According to Mr. Brad Benson, Special Projects Manager of the Port, the proposed resolution was not submitted to the Board of Supervisors in a timely manner because the management of the Maintenance and Management Agreement transitioned from the Port's Finance staff to the Port's Maintenance staff in the spring of 2010, which caused delays.

RECOMMENDATIONS

1. Amend the proposed resolution to (a) state that the correct beginning date of the extension period is July 1, 2010, instead of June 30, 2013, and (b) provide for retroactive approval to

July 1, 2010 of the proposed Third Amendment to the Maintenance and Management Agreement between the Port and the Redevelopment Agency.

2. Approve the proposed resolution, as amended.



Harvey M. Rose

cc: Supervisor Avalos
Supervisor Mirkarimi
Supervisor Elsbernd
President Chiu
Supervisor Alioto-Pier
Supervisor Campos
Supervisor Chu
Supervisor Daly
Supervisor Dufty
Supervisor Mar
Supervisor Maxwell
Clerk of the Board
Cheryl Adams
Controller

Attachment D – Scope of Services
Rincon Park

I. Management

A. General Park Management

The Port shall:

1. Provide a designated staff person to coordinate and oversee all Park maintenance and management operations. This designated staff person shall be trained and skilled in all applicable aspects of property management.
2. Hire and train qualified staff to provide all required work at the Park under the Agreement.
3. Assure that appropriate licensing and bonding is maintained for any Park workers or subcontractors who are providing services where licensing or bonding are required.
4. Assure that appropriate training is given to all Park workers and that the same workers are committed to the Park on a continuous basis.
5. Screen potential Port personnel assigned to the Park.
6. Negotiate, secure and manage all subcontracts necessary for the provision of services.
7. Provide general supervision of field operations, public liaison and liaison with the Agency through its designated staff person.
8. Resolve conflicts and day-to-day issues as they arise.
9. Attend to all legal responsibilities entailed in operation of the Park. Assure compliance with all local, state and federal codes and regulations pertaining to the work, including those pertaining to work place safety and toxic chemicals.
10. Prepare and implement Park maintenance work plan and budgets.
11. Conduct and assure quality control of all Park maintenance to the satisfaction of the Agency including the work of any technical consultants such as landscape architects, horticulturists, engineers, security advisors and others that may be retained.
12. Promptly obtain proper medical assistance as the need arises.

13. Maintain good working relations with users adjacent to the Park and the two restaurants in the Park.
14. In accordance with Section 5.8, devise and implement an Emergency Preparedness Plan providing for the protection of life and property during emergencies which may affect the Park.
15. Prepare and submit to the Agency quarterly and annual reports in accordance with Section 7 of the Agreement.
16. Perform bookkeeping as necessary to prepare budget, quarterly and annual reports and retain the records as specified in Section 8 of the Agreement.

B. Events Coordination

The Port shall:

1. Establish Special Events Policy pursuant to Section 5.7 of the Agreement.
2. Coordinate third party Special Events and activities in the Park, including crowd control, security services, fee collection and coordination with permitted users of the Park and other operating entities of activities affecting the Park.
3. Issue permits pursuant to the Special Event Policy. If appropriate, the Port will work with the permittee to facilitate obtaining permits from the following agencies and organizations:
 - Mayor's Office
 - Bay Conservation and Development Commission
 - Port of San Francisco Fire Marshall
 - San Francisco Police Department
 - City Attorney's Office
4. Coordinate closely with other users of the Park in its administration of performances, and programming in the Park, providing such support and supervision as necessary and prudent to protect public safety and the physical assets of the Park from damage which might be sustained by heavy public use.
5. Provide logistical and clean-up support for performances and events. Cost of clean up and additional security services should be paid by event sponsors. Security services should be coordinated with Park security contractor.
6. Provide security and other support for Special Events in accordance with Section 6 of the Agreement.
7. Assure that occupancy limits and other life and safety codes are adhered to strictly.

II. General Park Maintenance

The Port shall:

1. The Port shall provide supervised labor as necessary to maintain all outdoor areas and components and all related systems in an attractive, usable and safe condition, pursuant to manufacturer's recommendations.
2. Provide Park maintenance including but not limited to trash collection, cleaning and sweeping of the sidewalk in the Park on a daily basis
3. Steam cleaning of the sidewalk in the Park on a monthly basis.
4. Control litter throughout the Park on a daily basis.
5. Empty all trash receptacles daily during the afternoon or more frequently as needed based on experience and observed need.
6. Keep recycled glass, metal and paper separate (as provided by the trash receptacles) and arrange for scavenger company to recycle them.
7. Provide litter control following major events, to be paid on a per event basis and covered by event fees.
8. Sweep pavement daily.
9. Steam clean pavement on a regular basis.
10. Keep edged and free of any plant material.
11. Inspect weekly for lifted, separated, cracked or other damaged paving and takes such actions as may be necessary to arrest such conditions.
12. Repair pavement per original specifications, per separate Agency authorization.
13. Maintain Park fixtures per manufacturer's recommendations. The Port shall not be responsible for capital repairs or replacement of such fixtures.
14. Inspect Park fixtures regularly for necessary maintenance or repair.
15. Replace lamps as necessary.
16. Clean fixtures regularly to provide full light levels.
17. Inspect fixture regularly for necessary maintenance or repair.

18. Inspect Storm & Sanitary Systems regularly to assure proper working order and immediately report any problems or potential problems to the Agency Representative.
19. Clear pipes and clean outs as necessary.

III. Landscape Maintenance

The Port shall:

A. General

1. Landscape maintenance schedules and other duties are described in greater detail in Attachment "H", Frequency Schedule of Maintenance Operations.
2. Provide one designated gardener to provide the daily landscape maintenance needs of the Park.
3. The Port shall provide all landscape maintenance supplies, tools and equipment.
4. The Port shall maintain all areas in a neat and orderly appearance and remove all debris generated by maintenance work at the end of each day or as often as need.
5. The Port is responsible for damage to utility lines and other site improvements resulting from the Port's work.
6. The Port shall attend periodic maintenance walk-throughs with Agency (subcontractors to be present) as requested and provide follow-up reports.

B. Plantings

1. Lawn
 - a. All work necessary to maintain lawn in vigorous, healthy condition, include mowing, watering, clipping removal, edging, thatching, aerating, fertilizing, weeding, disease and pest control.
2. Ground Cover
 - a. Work as specified for lawn, except mowing and thatching
 - b. Trim as necessary to re-invigorate growth and maintain neat appearance.
 - c. Cultivate at least twice yearly.
 - d. Control any erosion potential.
3. Trees

- a. All work necessary to achieve continued, healthy growth.
 - b. Include watering, checking and adjusting stakes and ties, fertilizing, weeding, disease and pest control as appropriate for each species.
 - b. Prune as needed and at least once a year to create and maintain an attractive, strong, healthy and hazard-free branching structure.
 - c. Prune to maintain and accentuate each species' natural growing habits per instructions of the landscape architect.
 - d. Maintain limb clearance of street trees and median trees pursuant to City standards.
4. Shrubs
- a. Work as specified for trees, as applicable.
 - b. Shrubs shall be pruned or trimmed at least twice a year, and more often if necessary to maintain vigorous growth and a neat appearance.
 - c. Apply special mulching and fertilizers for acid-loving plants.
5. Perennial Plantings
- a. Replace plant material as necessary. Exact composition to be determined by construction documents.
 - b. Hand weed twice monthly.
 - c. Fertilize and control pests and disease as necessary.
 - d. Cut back all perennials once a year per horticultural standards.
6. Weed Control
- a. Hand weeding preferred.
7. Fertilization
- a. As necessary to maintain vigorous, healthy growth.
8. Pest & Disease Control
- a. Based on weekly inspections, any diseases or pests discovered shall be controlled by approved methods under the direction of a licensed Agricultural Pest Control Operator.

b. Integrated pest management methods are preferred.

9. Root Care

- a. Periodically inspect shrubs and raise any root crowns that have settled below soil level.
- b. Provide root pruning for trees.

10. Warranty replacement of plant material

- a. Port will replace plant material which is damaged or disfigured or otherwise requires replacement.

C. Irrigation

- 1. Irrigation system shall not include the water main and lateral.
- 2. Adjust watering levels as necessary to maintain healthy plant material while developing reasonable drought resistance and not over watering.
- 3. Adjust for seasonal and weather variations.
- 4. Adjust separate circuits for the needs of the plants served by each.
- 5. Inspect system weekly to assure proper functioning.
- 6. Adjust heads and make minor repairs as necessary to maintain optimal coverage.
- 7. Immediately repair any breaks, leaks, broken heads or other malfunctions.
- 8. Provide routine maintenance per manufacturer's recommendations.

PORT OF SAN FRANCISCO
 KINCON PARK
 ALL YEARS TO DATE FINANCIAL REPORT
 FEBRUARY 1, 2003 - MARCH 31, 2010

Character	Object	Description	CY 2003		CY 2004		CY 2005		CY 2006		FY 2006-2007		FY 2007-2008		FY 2008-2009		FY 2009-2010		YTD																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
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001	001	Personal Services																					7344 Carpenter	2,894	1,035	-	-	1,035	3,576	3,576	3,576	11,770	9,783	9,783	11,770	9,783	11,770	9,783	11,770	1,035			7345 Electrician	75,237	2,857	88,684	63,823	63,823	92,206	92,206	40,531	64,132	61,173	61,173	64,132	61,173	61,173	61,173	61,173	31,029			7314 Laborer	9,493	5,496	7,278	8,496	8,496	5,465	5,465	9,291	7,243	6,728	6,728	7,243	6,728	6,728	6,728	6,728	486,242			939576277332 Maintenance Supervisor/Plumber	1,628	546	343	546	546	900	900	3,039	3,039	3,039	3,039	3,039	3,039	3,039	3,039	3,039	56,222			7355 Ornamental Iron Worker	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	640			7346 Painter	146	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,219			7347 Plumber	-	-	-	876	876	-	-	-	-	-	-	-	-	-	-	-	10,440			1824 Principal A/cn Analyst	-	5,031	71,171	5,031	5,031	1,132	1,132	3,459	3,459	3,459	3,459	3,459	3,459	3,459	3,459	10,440			7386 Property Manager	58,331	35,826	-	-	35,826	-	-	-	-	-	-	-	-	-	-	-	1,663,328			035 Vintner Credits	-	-	167,174	-	-	43,336	43,336	62,719	62,719	62,719	62,719	62,719	62,719	62,719	62,719	62,719	38,608			040 Overhead Exp	147,690	119,495	167,174	119,495	119,495	-	-	-	-	-	-	-	-	-	-	-	797,911			Personal Services																					041 Material & Supplies	2,083	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,063			049 Permits	1,333	142	-	142	142	-	-	-	-	-	-	-	-	-	-	-	1,275			040 Ground Cover	1,134	1,168	515	1,168	1,168	1,606	1,606	895	895	895	895	895	895	895	895	895	5,316			049 Fertilizer	3,171	4,239	7,345	4,239	4,239	7,345	7,345	9,704	9,704	9,704	9,704	9,704	9,704	9,704	9,704	9,704	25,284			048 Other Material & supplies	119	1,485	3,876	1,485	1,485	8,931	8,931	-	-	-	-	-	-	-	-	-	10,187			040 Janitorial services	4,449	7,625	7,560	7,625	7,625	-	-	-	-	-	-	-	-	-	-	-	44,125			840 Total Material & Supplies																					021 Non-Personal Services																					021 Promotional Exp	2,440	-	-	-	-	2,440	2,440	-	-	-	-	-	-	-	-	-	-	2,440			021 Soil consultant	515	-	-	-	-	-	-	2,653	2,653	-	-	-	-	-	-	-	3,178			021 Pest Control	1,145	-	-	-	-	-	-	93,031	93,031	-	-	-	-	-	-	-	4,845			021 Security Sys	74,369	87,354	95,976	87,354	87,354	53,782	53,782	-	-	-	-	-	-	-	-	-	515,634			021 Construction Equipment Rental/Scipture	-	19,315	-	19,315	19,315	-	-	-	-	-	-	-	-	-	-	-	19,315			032 Other Current Exp/OH	78,469	106,669	95,976	106,669	106,669	53,782	53,782	95,694	95,694	95,694	95,694	95,694	95,694	95,694	95,694	95,694	541,913			021 Total Non-Personal Services																					021 Utilities Under Separate Meters																					032 Electricity Meter Reading, 2003 (Actual)	5,258	528	5,258	528	528	5,023	5,023	1,752	1,752	1,752	1,752	1,752	1,752	1,752	1,752	1,752	11,162			032 Electricity Meter Reading, 2004	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,134			032 Electricity Meter Reading, 2005	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	609			032 Electricity Meter Reading, 2005-10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	9,717			032 Water Meter Reading, 2007-2010	-	528	5,258	528	528	5,623	5,623	1,752	1,752	1,752	1,752	1,752	1,752	1,752	1,752	1,752	26,932			032 Total Utilities Under Separate Meters																					060 Equipment	5,104	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,104			060 Equipment	5,104	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,104			081 Inter-departmental services	-	26,734	48,515	26,734	26,734	-	-	25,349	25,349	25,349	25,349	25,349	25,349	25,349	25,349	25,349	161,322			081 Inter-departmental services	-	26,734	48,515	26,734	26,734	-	-	25,349	25,349	25,349	25,349	25,349	25,349	25,349	25,349	25,349	161,322			08B Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			06B Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			06B Total Contingency																			Grand Total Cost			235,712	260,457	314,483	260,457	260,457	331,692	331,692	385,514	385,514	385,514	385,514	385,514	385,514	385,514	385,514	385,514	1576,586
		7344 Carpenter	2,894	1,035	-	-	1,035	3,576	3,576	3,576	11,770	9,783	9,783	11,770	9,783	11,770	9,783	11,770	1,035																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
		7345 Electrician	75,237	2,857	88,684	63,823	63,823	92,206	92,206	40,531	64,132	61,173	61,173	64,132	61,173	61,173	61,173	61,173	31,029																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
		7314 Laborer	9,493	5,496	7,278	8,496	8,496	5,465	5,465	9,291	7,243	6,728	6,728	7,243	6,728	6,728	6,728	6,728	486,242																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
		939576277332 Maintenance Supervisor/Plumber	1,628	546	343	546	546	900	900	3,039	3,039	3,039	3,039	3,039	3,039	3,039	3,039	3,039	56,222																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
		7355 Ornamental Iron Worker	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	640																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
		7346 Painter	146	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,219																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
		7347 Plumber	-	-	-	876	876	-	-	-	-	-	-	-	-	-	-	-	10,440																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
		1824 Principal A/cn Analyst	-	5,031	71,171	5,031	5,031	1,132	1,132	3,459	3,459	3,459	3,459	3,459	3,459	3,459	3,459	10,440																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									
		7386 Property Manager	58,331	35,826	-	-	35,826	-	-	-	-	-	-	-	-	-	-	-	1,663,328																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
		035 Vintner Credits	-	-	167,174	-	-	43,336	43,336	62,719	62,719	62,719	62,719	62,719	62,719	62,719	62,719	62,719	38,608																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
		040 Overhead Exp	147,690	119,495	167,174	119,495	119,495	-	-	-	-	-	-	-	-	-	-	-	797,911																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
		Personal Services																					041 Material & Supplies	2,083	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,063			049 Permits	1,333	142	-	142	142	-	-	-	-	-	-	-	-	-	-	-	1,275			040 Ground Cover	1,134	1,168	515	1,168	1,168	1,606	1,606	895	895	895	895	895	895	895	895	895	5,316			049 Fertilizer	3,171	4,239	7,345	4,239	4,239	7,345	7,345	9,704	9,704	9,704	9,704	9,704	9,704	9,704	9,704	9,704	25,284			048 Other Material & supplies	119	1,485	3,876	1,485	1,485	8,931	8,931	-	-	-	-	-	-	-	-	-	10,187			040 Janitorial services	4,449	7,625	7,560	7,625	7,625	-	-	-	-	-	-	-	-	-	-	-	44,125			840 Total Material & Supplies																					021 Non-Personal Services																					021 Promotional Exp	2,440	-	-	-	-	2,440	2,440	-	-	-	-	-	-	-	-	-	-	2,440			021 Soil consultant	515	-	-	-	-	-	-	2,653	2,653	-	-	-	-	-	-	-	3,178			021 Pest Control	1,145	-	-	-	-	-	-	93,031	93,031	-	-	-	-	-	-	-	4,845			021 Security Sys	74,369	87,354	95,976	87,354	87,354	53,782	53,782	-	-	-	-	-	-	-	-	-	515,634			021 Construction Equipment Rental/Scipture	-	19,315	-	19,315	19,315	-	-	-	-	-	-	-	-	-	-	-	19,315			032 Other Current Exp/OH	78,469	106,669	95,976	106,669	106,669	53,782	53,782	95,694	95,694	95,694	95,694	95,694	95,694	95,694	95,694	95,694	541,913			021 Total Non-Personal Services																					021 Utilities Under Separate Meters																					032 Electricity Meter Reading, 2003 (Actual)	5,258	528	5,258	528	528	5,023	5,023	1,752	1,752	1,752	1,752	1,752	1,752	1,752	1,752	1,752	11,162			032 Electricity Meter Reading, 2004	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,134			032 Electricity Meter Reading, 2005	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	609			032 Electricity Meter Reading, 2005-10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	9,717			032 Water Meter Reading, 2007-2010	-	528	5,258	528	528	5,623	5,623	1,752	1,752	1,752	1,752	1,752	1,752	1,752	1,752	1,752	26,932			032 Total Utilities Under Separate Meters																					060 Equipment	5,104	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,104			060 Equipment	5,104	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,104			081 Inter-departmental services	-	26,734	48,515	26,734	26,734	-	-	25,349	25,349	25,349	25,349	25,349	25,349	25,349	25,349	25,349	161,322			081 Inter-departmental services	-	26,734	48,515	26,734	26,734	-	-	25,349	25,349	25,349	25,349	25,349	25,349	25,349	25,349	25,349	161,322			08B Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			06B Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			06B Total Contingency																			Grand Total Cost			235,712	260,457	314,483	260,457	260,457	331,692	331,692	385,514	385,514	385,514	385,514	385,514	385,514	385,514	385,514	385,514	1576,586																																																																																																																																																																																																																																																
		041 Material & Supplies	2,083	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,063																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
		049 Permits	1,333	142	-	142	142	-	-	-	-	-	-	-	-	-	-	-	1,275																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
		040 Ground Cover	1,134	1,168	515	1,168	1,168	1,606	1,606	895	895	895	895	895	895	895	895	895	5,316																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
		049 Fertilizer	3,171	4,239	7,345	4,239	4,239	7,345	7,345	9,704	9,704	9,704	9,704	9,704	9,704	9,704	9,704	9,704	25,284																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
		048 Other Material & supplies	119	1,485	3,876	1,485	1,485	8,931	8,931	-	-	-	-	-	-	-	-	-	10,187																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
		040 Janitorial services	4,449	7,625	7,560	7,625	7,625	-	-	-	-	-	-	-	-	-	-	-	44,125																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
		840 Total Material & Supplies																					021 Non-Personal Services																					021 Promotional Exp	2,440	-	-	-	-	2,440	2,440	-	-	-	-	-	-	-	-	-	-	2,440			021 Soil consultant	515	-	-	-	-	-	-	2,653	2,653	-	-	-	-	-	-	-	3,178			021 Pest Control	1,145	-	-	-	-	-	-	93,031	93,031	-	-	-	-	-	-	-	4,845			021 Security Sys	74,369	87,354	95,976	87,354	87,354	53,782	53,782	-	-	-	-	-	-	-	-	-	515,634			021 Construction Equipment Rental/Scipture	-	19,315	-	19,315	19,315	-	-	-	-	-	-	-	-	-	-	-	19,315			032 Other Current Exp/OH	78,469	106,669	95,976	106,669	106,669	53,782	53,782	95,694	95,694	95,694	95,694	95,694	95,694	95,694	95,694	95,694	541,913			021 Total Non-Personal Services																					021 Utilities Under Separate Meters																					032 Electricity Meter Reading, 2003 (Actual)	5,258	528	5,258	528	528	5,023	5,023	1,752	1,752	1,752	1,752	1,752	1,752	1,752	1,752	1,752	11,162			032 Electricity Meter Reading, 2004	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,134			032 Electricity Meter Reading, 2005	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	609			032 Electricity Meter Reading, 2005-10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	9,717			032 Water Meter Reading, 2007-2010	-	528	5,258	528	528	5,623	5,623	1,752	1,752	1,752	1,752	1,752	1,752	1,752	1,752	1,752	26,932			032 Total Utilities Under Separate Meters																					060 Equipment	5,104	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,104			060 Equipment	5,104	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,104			081 Inter-departmental services	-	26,734	48,515	26,734	26,734	-	-	25,349	25,349	25,349	25,349	25,349	25,349	25,349	25,349	25,349	161,322			081 Inter-departmental services	-	26,734	48,515	26,734	26,734	-	-	25,349	25,349	25,349	25,349	25,349	25,349	25,349	25,349	25,349	161,322			08B Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			06B Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			06B Total Contingency																			Grand Total Cost			235,712	260,457	314,483	260,457	260,457	331,692	331,692	385,514	385,514	385,514	385,514	385,514	385,514	385,514	385,514	385,514	1576,586																																																																																																																																																																																																																																																																																																																																																																																														
		021 Non-Personal Services																					021 Promotional Exp	2,440	-	-	-	-	2,440	2,440	-	-	-	-	-	-	-	-	-	-	2,440			021 Soil consultant	515	-	-	-	-	-	-	2,653	2,653	-	-	-	-	-	-	-	3,178			021 Pest Control	1,145	-	-	-	-	-	-	93,031	93,031	-	-	-	-	-	-	-	4,845			021 Security Sys	74,369	87,354	95,976	87,354	87,354	53,782	53,782	-	-	-	-	-	-	-	-	-	515,634			021 Construction Equipment Rental/Scipture	-	19,315	-	19,315	19,315	-	-	-	-	-	-	-	-	-	-	-	19,315			032 Other Current Exp/OH	78,469	106,669	95,976	106,669	106,669	53,782	53,782	95,694	95,694	95,694	95,694	95,694	95,694	95,694	95,694	95,694	541,913			021 Total Non-Personal Services																					021 Utilities Under Separate Meters																					032 Electricity Meter Reading, 2003 (Actual)	5,258	528	5,258	528	528	5,023	5,023	1,752	1,752	1,752	1,752	1,752	1,752	1,752	1,752	1,752	11,162			032 Electricity Meter Reading, 2004	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,134			032 Electricity Meter Reading, 2005	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	609			032 Electricity Meter Reading, 2005-10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	9,717			032 Water Meter Reading, 2007-2010	-	528	5,258	528	528	5,623	5,623	1,752	1,752	1,752	1,752	1,752	1,752	1,752	1,752	1,752	26,932			032 Total Utilities Under Separate Meters																					060 Equipment	5,104	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,104			060 Equipment	5,104	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,104			081 Inter-departmental services	-	26,734	48,515	26,734	26,734	-	-	25,349	25,349	25,349	25,349	25,349	25,349	25,349	25,349	25,349	161,322			081 Inter-departmental services	-	26,734	48,515	26,734	26,734	-	-	25,349	25,349	25,349	25,349	25,349	25,349	25,349	25,349	25,349	161,322			08B Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			06B Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			06B Total Contingency																			Grand Total Cost			235,712	260,457	314,483	260,457	260,457	331,692	331,692	385,514	385,514	385,514	385,514	385,514	385,514	385,514	385,514	385,514	1576,586																																																																																																																																																																																																																																																																																																																																																																																																																			
		021 Promotional Exp	2,440	-	-	-	-	2,440	2,440	-	-	-	-	-	-	-	-	-	-	2,440																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
		021 Soil consultant	515	-	-	-	-	-	-	2,653	2,653	-	-	-	-	-	-	-	3,178																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
		021 Pest Control	1,145	-	-	-	-	-	-	93,031	93,031	-	-	-	-	-	-	-	4,845																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
		021 Security Sys	74,369	87,354	95,976	87,354	87,354	53,782	53,782	-	-	-	-	-	-	-	-	-	515,634																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
		021 Construction Equipment Rental/Scipture	-	19,315	-	19,315	19,315	-	-	-	-	-	-	-	-	-	-	-	19,315																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
		032 Other Current Exp/OH	78,469	106,669	95,976	106,669	106,669	53,782	53,782	95,694	95,694	95,694	95,694	95,694	95,694	95,694	95,694	95,694	541,913																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
		021 Total Non-Personal Services																					021 Utilities Under Separate Meters																					032 Electricity Meter Reading, 2003 (Actual)	5,258	528	5,258	528	528	5,023	5,023	1,752	1,752	1,752	1,752	1,752	1,752	1,752	1,752	1,752	11,162			032 Electricity Meter Reading, 2004	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,134			032 Electricity Meter Reading, 2005	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	609			032 Electricity Meter Reading, 2005-10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	9,717			032 Water Meter Reading, 2007-2010	-	528	5,258	528	528	5,623	5,623	1,752	1,752	1,752	1,752	1,752	1,752	1,752	1,752	1,752	26,932			032 Total Utilities Under Separate Meters																					060 Equipment	5,104	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,104			060 Equipment	5,104	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,104			081 Inter-departmental services	-	26,734	48,515	26,734	26,734	-	-	25,349	25,349	25,349	25,349	25,349	25,349	25,349	25,349	25,349	161,322			081 Inter-departmental services	-	26,734	48,515	26,734	26,734	-	-	25,349	25,349	25,349	25,349	25,349	25,349	25,349	25,349	25,349	161,322			08B Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			06B Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			06B Total Contingency																			Grand Total Cost			235,712	260,457	314,483	260,457	260,457	331,692	331,692	385,514	385,514	385,514	385,514	385,514	385,514	385,514	385,514	385,514	1576,586																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
		021 Utilities Under Separate Meters																					032 Electricity Meter Reading, 2003 (Actual)	5,258	528	5,258	528	528	5,023	5,023	1,752	1,752	1,752	1,752	1,752	1,752	1,752	1,752	1,752	11,162			032 Electricity Meter Reading, 2004	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,134			032 Electricity Meter Reading, 2005	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	609			032 Electricity Meter Reading, 2005-10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	9,717			032 Water Meter Reading, 2007-2010	-	528	5,258	528	528	5,623	5,623	1,752	1,752	1,752	1,752	1,752	1,752	1,752	1,752	1,752	26,932			032 Total Utilities Under Separate Meters																					060 Equipment	5,104	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,104			060 Equipment	5,104	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,104			081 Inter-departmental services	-	26,734	48,515	26,734	26,734	-	-	25,349	25,349	25,349	25,349	25,349	25,349	25,349	25,349	25,349	161,322			081 Inter-departmental services	-	26,734	48,515	26,734	26,734	-	-	25,349	25,349	25,349	25,349	25,349	25,349	25,349	25,349	25,349	161,322			08B Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			06B Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			06B Total Contingency																			Grand Total Cost			235,712	260,457	314,483	260,457	260,457	331,692	331,692	385,514	385,514	385,514	385,514	385,514	385,514	385,514	385,514	385,514	1576,586																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						
		032 Electricity Meter Reading, 2003 (Actual)	5,258	528	5,258	528	528	5,023	5,023	1,752	1,752	1,752	1,752	1,752	1,752	1,752	1,752	1,752	11,162																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
		032 Electricity Meter Reading, 2004	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,134																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
		032 Electricity Meter Reading, 2005	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	609																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
		032 Electricity Meter Reading, 2005-10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	9,717																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
		032 Water Meter Reading, 2007-2010	-	528	5,258	528	528	5,623	5,623	1,752	1,752	1,752	1,752	1,752	1,752	1,752	1,752	1,752	26,932																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
		032 Total Utilities Under Separate Meters																					060 Equipment	5,104	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,104			060 Equipment	5,104	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,104			081 Inter-departmental services	-	26,734	48,515	26,734	26,734	-	-	25,349	25,349	25,349	25,349	25,349	25,349	25,349	25,349	25,349	161,322			081 Inter-departmental services	-	26,734	48,515	26,734	26,734	-	-	25,349	25,349	25,349	25,349	25,349	25,349	25,349	25,349	25,349	161,322			08B Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			06B Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			06B Total Contingency																			Grand Total Cost			235,712	260,457	314,483	260,457	260,457	331,692	331,692	385,514	385,514	385,514	385,514	385,514	385,514	385,514	385,514	385,514	1576,586																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		
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		081 Inter-departmental services	-	26,734	48,515	26,734	26,734	-	-	25,349	25,349	25,349	25,349	25,349	25,349	25,349	25,349	25,349	161,322																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
		081 Inter-departmental services	-	26,734	48,515	26,734	26,734	-	-	25,349	25,349	25,349	25,349	25,349	25,349	25,349	25,349	25,349	161,322																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
		08B Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
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Grand Total Cost			235,712	260,457	314,483	260,457	260,457	331,692	331,692	385,514	385,514	385,514	385,514	385,514	385,514	385,514	385,514	385,514	1576,586																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								

Port of San Francisco
Rincon Park Budget Projections
Fiscal Years 2010 through 2013

Character	Object	Description	FY 2010-11	FY 2011-12	FY 2012-13
001	001	Personal Services			
	001	3417 Gardener	77,111	77,111	77,111
	001	7514 Laborer	9,883	9,883	9,883
	001	7347 Plumber			
	001	7344 Carpenter			
	001	7395 Ornamental Iron Worker			
	001	7345 Electrician			
	001	7346 Painter			
	001	7262 Maintenance Planner			
	001	9395 Property Manager			
	001	1824 Principal Administrative Analyst	3,000	3,000	3,000
		9395 Maintenance Supervisor			
		Various Crafts	20,000	20,000	20,000
	001 Total	Personal Services	109,994	109,994	109,994
040	040	Material & Supplies			
	040	04911 Perennials			
	040	04911 Ground Cover			
	040	04911 Fertilizer			
	040	04999 Other Material & Supplies			
	040	04299 Other Bldg. Maint Supplies			
	40	4299 Janitorial Services			
	040 Total	Material & Supplies	3,000	3,000	3,000
021	021	Non-Personal Services			
	021	02501 Promotional Exp			
	021	02799 Soil consultant	1,000	1,000	1,000
	021	02803 Pest Control	1,000	1,000	1,000
	021	02811 Security Svs	45,000	45,000	45,000
		Construction Equip. Rental	3,000	3,000	3,000
	035	03599 Other Current Exp			
	021 Total	Non-Personal Services	50,000	50,000	50,000
032	032	Utilities Under Separate Meters			
		03211 Electricity			
		03211 Water			
	032 Total	Utilities Under Separate Meters	5,200	5,200	5,200
060	060	Equipment			
	060	06000			
	060 Total	Equipment			
081	081	Inter-departmental services			
	081	081CA			
	081 Total	Inter-departmental services	30,000	30,000	30,000
06B	06B	Contingency			
	06B	061B			
	06B Total	Contingency			
	Total		\$ 198,194	\$ 198,194	\$ 198,194

SAN FRANCISCO REDEVELOPMENT AGENCY

THIRD AMENDMENT TO THE MAINTENANCE AND MANAGEMENT AGREEMENT

This THIRD AMENDMENT ("Third Amendment") TO THE MAINTENANCE AND MANAGEMENT AGREEMENT ("Maintenance Agreement") is entered into as of July 1, 2010 by and between the REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic (the "Agency"), and THE CITY AND COUNTY OF SAN FRANCISCO (the "City"), a municipal corporation by and through the SAN FRANCISCO PORT COMMISSION (the "Port"). All capitalized terms used herein have the definitions given in the Maintenance Agreement, unless otherwise specified herein.

- A. The Port owns certain land located between the portion of Waterfront Promenade referred to as "Herb Caen Way" to the east and Steuart Street and The Embarcadero to the west. The Premises are located within the Rincon Point sub-area of the Rincon Point/South Beach Redevelopment Project Area, as designated in the Rincon Point-South Beach Redevelopment Plan, originally adopted and approved by the San Francisco Board of Supervisors on January 5, 1981, as subsequently amended ("Plan"). The Premises are designated under the Plan for use as a public park.
- B. The Agency and Gap, Inc., a Delaware corporation (the "Gap"), entered into a Disposition and Development Agreement dated January 10, 1995, including all amendments ("DDA"). The Gap assigned all of its rights, title and interest in the DDA to GPS Management Services, Inc., a California corporation ("GPS" or "Developer"), pursuant to that certain Assignment and Assumption of DDA dated September 1, 1998.
- C. Pursuant to the Lease Agreement dated September 7, 2001 (the "Master Lease"), the Agency leased from the Port the Premises for a 65-year term for the construction and operation of a public park to be referred to as Rincon Park ("Park"). The Developer has constructed the Park on the Premises pursuant to the DDA. As part of the continuing obligations under the DDA, GPS contributes \$100,000 per year for 10 years to provide for security services for the Park.
- D. The Park includes street trees, lawn cover, shrubs and perennials, irrigation and lighting systems, and a sculpture. In addition to the Premises, the Park encompasses a small portion of Herb Caen Way (the "Encroachment Area") which is subject to a Revocable Encroachment Permit (the "Encroachment Permit") between the Agency and the Port dated September 7, 2001 and several street lamps located along a portion of Herb Caen Way as identified in the final construction documents. The Encroachment Area and the street lamps are to be maintained by the Agency pursuant to the Encroachment Permit and the Rincon Park Street Lamps Agreement between the Agency and the Port dated September 7, 2001.
- E. The Park displays a sculptured artwork created by Claes Oldenburg and Coosje Van Bruggen "Cupid's Span" (the "Sculpture"). The Sculpture is maintained by the Agency pursuant to a letter agreement dated September 7, 2001 executed between the Agency and the Gap; however, GPS provides the necessary funds for ongoing maintenance and repairs.

- F. The Agency and the Port entered into the Maintenance Agreement on November 9, 2002, by Resolution No.199-2002, under which the Port provides comprehensive management services to the Agency for the Park, including gardening, janitorial and security services.
- G. The Maintenance Agreement was amended on February 7, 2006, by Agency Resolution No. 17-2006 and Port Resolution No. 06-11, extending the term through June 30, 2007, and amended on June 5, 2007, by Resolution No. 55-2007 and Port Resolution No. 07-28, extending the term through June 30, 2010.
- H. Over the years, staff has determined that the Port can operate Rincon Park more effectively and affordably than a private contractor, for a number of reasons, including the Port's pre-existing maintenance facilities and skilled property management staff, its unique ability to maintain the Park's Sculpture, and its unique experience managing waterfront properties and large spaces for public events.
- I. Therefore, the Agency and the City by and through the Port now desire to further amend the Maintenance Agreement to extend the term through June 30, 2013.

NOW, THEREFORE, the Agency and the City by and through the Port agree as follows (Capitalized terms used herein have the meanings as set forth in the Maintenance Agreement):

1. Extension of Term. The Agreement shall terminate on June 30, 2013 (the "Expiration Date"), unless sooner terminated in accordance with the terms hereof.
2. Budget Approval. The City acting by and through the Port, acknowledges that an Approved Budget for each Contract Year of the extension period is subject to: (1) an Approved Budget as defined in the Agreement; and (2) the availability of funds for each Contract Year, in the then current fiscal year Rincon Point-South Beach Redevelopment Project Area budget.
3. Miscellaneous. Except as expressly amended and modified by the Third Amendment, the Agreement shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Agency and the Port have executed this Third Amendment as of the date first above written.

PORT:
CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, operating by and through
THE SAN FRANCISCO PORT COMMISSION

AGENCY:
REDEVELOPMENT AGENCY OF THE
CITY AND COUNTY OF SAN FRANCISCO,
a public body, corporate and politic

By: _____
Monique Moyer
Executive Director

By: _____
Amy Lee
Deputy Executive Director
Finance and Administration

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Robert Bryan
Port General Counsel

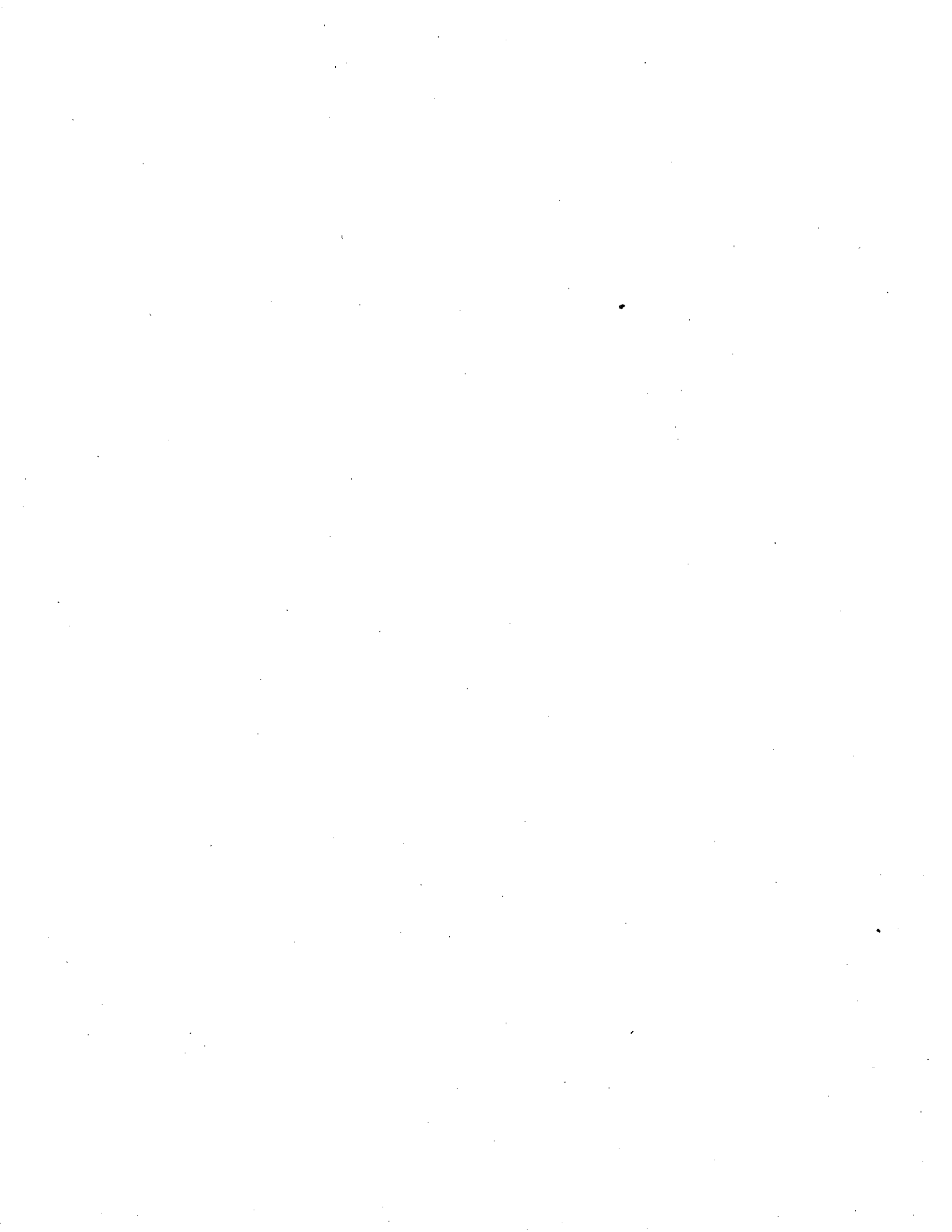
By: _____
James B. Morales
Agency General Counsel

Authorized by Resolution No. 10-25

Authorized by Resolution No. 44-2010

Dated: 5/5/2010

Dated: 5/4/2010



ORIGINAL

RINCON PARK MAINTENANCE AND MANAGEMENT AGREEMENT

BY AND BETWEEN

REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO

AND

THE CITY AND COUNTY OF SAN FRANCISCO

THROUGH THE SAN FRANCISCO PORT COMMISSION

RINCON PARK MAINTENANCE AND MANAGEMENT AGREEMENT

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ATTACHMENTS:

- A. Rincon Park Legal Description
- B. Site Map
- C. Approved Budget
- D. Scope of Services

- E. Frequency Schedule of Rincon Park Maintenance Operations
- F. Rincon Park Public Restroom Security Agreement
- G. Revocable Encroachment Permit
- H. Rincon Park Street Lamps Agreement
- I. Sculpture Maintenance Agreement
- J. Sculpture Maintenance Manual
- K. Form of Quarterly Reports

SAN FRANCISCO REDEVELOPMENT AGENCY

RINCON PARK MAINTENANCE AND MANAGEMENT AGREEMENT

This Rincon Park Maintenance and Management Agreement (the "Agreement") is made this 2nd day of January 2003 between the REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic (the "Agency"), and THE CITY AND COUNTY OF SAN FRANCISCO ("City") a municipal corporation by and through the SAN FRANCISCO PORT COMMISSION (the "Port").

RECITALS

- A. The Port owns certain land located between the portion of Waterfront Promenade referred to as "Herb Caen Way" to the east and Steuart Street and The Embarcadero to the west, as more particularly described in the Legal Description, Attachment "A" and designated as Parcel 1 on Site Map, Attachment "B" incorporated by reference herein (the "Premises"). The Premises are located within the Rincon Point sub-area of the Rincon Point/South Beach Redevelopment Project Area, as designated in the Rincon Point - South Beach Redevelopment Plan, originally adopted and approved by the San Francisco Board of Supervisors on January 5, 1981, as subsequently amended ("Plan"). The Premises are designated under the Plan for use as a public park.
- B. The Agency and The Gap Inc., a Delaware Corporation, entered into a Disposition and Development Agreement dated January 10, 1995, including all amendments ("DDA"). The Gap, Inc. assigned all of its right, title and interest in the DDA to GPS Management Services, Inc., a California corporation ("Developer" or "GPS") pursuant to that certain Assignment and Assumption of DDA dated September 1, 1988.
- C. Pursuant to the Lease Agreement dated September 7, 2001 (the "Master Lease"), the Agency leased from the Port the Premises for a 65 year term for the construction and operation of a public park to be referred to as Rincon Park ("Park"). The Developer has constructed the Park on the Premises pursuant to the DDA. As part of its continuing obligations under the DDA, GPS shall contribute \$100,000 per year for 10 years to provide for security services for the Park.
- D. The Park includes street trees, lawn cover, shrubs and perennials, irrigation and lighting systems. In addition to the Premises, the Park encompasses a small portion of Herb Caen Way (the "Encroachment Area") which is subject to a Revocable Encroachment Permit (the "Encroachment Permit") between the Agency and the Port dated September 7, 2001 (attached hereto as Attachment "G") and several Street Lamps located along a portion of Herb Caen Way as identified in the Final Construction Documents. The Encroachment Area and the Street Lamps are to be maintained by the Agency pursuant to the Encroachment Permit and the Rincon Park Street Lamps Agreement between the Agency and the Port dated September 7, 2001 (attached hereto as Attachment "H").
- E. The Park will display sculptured artwork created by Claes Oldenburg and Coosje Van Bruggen "Cupid's Span" (the "Sculpture"). The Sculpture is to be maintained by the

Agency pursuant to the Sculpture Maintenance Agreement dated September 7, 2001 executed between the Agency and The Gap Inc. attached hereto as Attachment "I".

F. Unless otherwise specified, the term "Park" as used herein shall mean the Premises, Encroachment Area, Street Lamps and Sculpture. The Park is scheduled to be open to the public in December 2002.

G. The Agency desires to obtain a professional management firm to provide maintenance, security and overall management of the Park's operations including the Premises, Encroachment Area, Street Lamps and Sculpture. The Park is located within the Port's jurisdiction. The Port desires to provide such services to the Agency.

H. The Agency and Port have agreed to the Port's maintenance and management of the Park on the terms and conditions set forth in this Agreement.

I. All capitalized terms used herein but not otherwise defined shall have the meaning given to them in the Master Lease.

NOW, THEREFORE, in consideration of the mutual obligations of the parties hereto, and subject to the terms, covenants, agreements and conditions hereinafter set forth, the Agency and the Port hereby agree as follows:

1. **TERM**

The term of this Agreement shall commence on ^{February 3}~~January~~, 2003 (the "Commencement Date") and shall terminate on the date that is three (3) years after the Commencement Date (the "Expiration Date"), unless sooner terminated in accordance with the terms hereof. As used herein, the "Contract Year" shall mean each twelve (12) month period of the Agreement, commencing on the Commencement Date (or its anniversary) and terminating twelve (12) months thereafter.

2. **AREA OF MANAGEMENT**

The area to be managed under this Agreement shall be the "Park", which as defined in the Recitals above, consists of the approximately two (2) acres comprising the Premises, as more particularly described in Attachment A, the Encroachment Area, Street Lamps and Sculpture. Neither the area of management nor the term "Park" shall include the approximately 10-foot wide sidewalk along The Embarcadero and an approximately 25-foot wide portion of the Waterfront Promenade except as required under the Encroachment Permit. These areas are part of the Waterfront Transportation Project Improvement and maintained by the Department of Public Works ("DPW") under a separate agreement between the DPW and the Port.

3. **APPROVED BUDGET**

3.1 **General.** The Port shall perform the work in the Scope of Services in exchange for the payment of funds set forth in the Approved Budget. As used herein, the "Approved Budget" shall mean the budget approved by the Agency Commission for each Contract Year. The "Approved Budget" for the first Contract Year is attached as Attachment

"C." The parties shall follow the process set forth in this Section 3 for establishing subsequent Approved Budgets.

3.2 Submission of Proposed Budget. The Port shall present a proposed budget by December 15 for the next Contract Year, including projected line item expenses, staffing levels and other information reasonably requested by Agency. The Port shall have the right to submit a proposed budget of any amount for any given Contract Year, without consideration of the Approved Budget for a prior Contract Year.

3.3 Submission of Revised Proposed Budget. The Agency Representative and Port Administrator (as defined in Section 23.1) shall consult regarding the Port's proposed budget during preparation and review of the Agency's proposed budget, prior to staff submission of its proposed budget to the Agency Commission. The Port shall have the right (but not the obligation) to provide to the Agency Representative any revisions to the Port's proposed budget by February 1.

3.4 Approval of Proposed Budget. Agency staff shall use good faith efforts to have the proposed budget approved by the Agency Commission no later than ninety (90) days prior to the commencement of the next Contract Year. Once passed, the proposed budget shall be the Approved Budget for the next Contract Year.

3.5 Availability of Funds Warranty. Agency staff makes no warranty or representation that the Agency Commission will approve the proposed budget in whole or in part. However, the Agency represents and warrants that all funds appropriated by the Agency Commission in the Approved Budget will be available to the Port for expenditure in connection with the management and maintenance of the Park pursuant to this Agreement.

4. COMPENSATION AND METHOD OF PAYMENT

4.1 Transfer of Agency Funds. Agency shall transfer one half (½) of the Approved Budget to the Port, in advance, for each six-month period. Agency shall make the initial payment within fifteen (15) days of the Commencement Date. For as long as the Agreement is in force, Agency shall make subsequent payments at the beginning of each six-month period, unless an alternative payment (refund) is required under Section 14, Termination.

4.2 Payment for Maintenance and Management. The Port shall establish a separate project account ("Maintenance and Management Account") to receive Agency funds allocated for Park maintenance and management per the Approved Budget. The Port shall document through this project account all payments for services and materials made by the Port in connection with the Park pursuant to the Approved Budget and this Agreement, including but not limited to management, maintenance, janitorial and landscaping services, utilities and special events permitting but expressly excluding security services and sculpture repair and maintenance services.

4.3 Payment for Security Services. The Port shall establish a separate project account ("Security Services Account") to receive Agency funds allocated for Park security services per the Approved Budget. The Port shall document through this project account the payment of all services and materials relating to security services made by the Port in connection with the Park pursuant to the Approved Budget and this Agreement. The Agency

may either wire transfer funds for security services or cause GPS to wire transfer such funds directly to the Port.

4.4 Payment for Sculpture Repair and Maintenance. The Port shall establish a Sculpture Budget based on the maintenance requirements contained in the Sculpture Maintenance Agreement, Attachment "I", and pursuant to the procedures laid out in the Sculpture Maintenance Manual referenced therein, Attachment "J". Pursuant to the Sculpture Maintenance Agreement, Attachment "J", GPS will pay and fund the maintenance and repair of the sculpture due to ordinary wear and tear (including exposure to the elements). The Agency shall assign its right to payment to the Port or otherwise arrange for the Port to directly receive payments from GPS for the maintenance of the Sculpture. The Port shall submit directly to GPS detailed invoices for all expenditures related to the repair and maintenance of the Sculpture on a quarterly basis or such other frequency as mutually agreed upon by the Port and GPS.

4.5 Key Staff. The "Gardener", "Laborer" and "Property Manager" line items specified in the Approved Budget are considered "Key Staff." Port has represented that staffing levels for Key Staff as shown on the Approved Budget are necessary to fulfill the Scope of Services and maintain Park in first class condition. Port agrees that appropriately-trained personnel shall actually work on Rincon Park in each of the Key Staff job classifications in the Approved Budget. Notwithstanding the foregoing, the Port shall not be in default under this section unless it provides less than 70% of the hours specified in the Approved Budget for the Key Staff and thus is in default under Section 12.1(a).

4.6 Late Charges. Agency acknowledges that late payment by Agency to the Port of the funds under Section 4.1 will cause the Port increased costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, Agency hereby agrees to pay a late charge to the Port in an amount equal to one percent (1%) of the payable amount for each month that such funds, or any portion thereof, remain due and unpaid, prorated on a daily basis. The parties agree that such late charges represent a fair and reasonable estimate of the cost which Port will incur by reason of any late payment by Agency.

4.7 Taxes. No payroll or employment taxes of any kind will be withheld or paid by the Agency on behalf of the Port. Agency will not treat the Port as an employee with respect to the contract services for federal and state tax purposes. The Port understands and agrees that it is the Port's and its subcontractors' responsibility to pay all income taxes required by law, including self-employment social security tax. Agency will issue an IRS 1099 Form, or other appropriate tax reporting documents, to the Port for the amounts paid to the Port and its vendors.

4.8 Benefits. The Port will not be eligible for, and will not participate in any health, pension, or other benefit of Agency for the benefit of its employees during the Term of the Agreement.

5. REQUIRED SERVICES

5.1 General. The Port shall provide all maintenance, management, security and janitorial services to maintain the Park in first class condition for long term public use and enjoyment as generally described herein and as described in more detail in Scope of Services, Attachment "D."

5.2 Maintenance and Management Services. The Park shall be managed and maintained for long-term public use and enjoyment, as further detailed in the attached Scope of Services.

5.3 Landscaping Services. The landscaping shall be maintained to high standards for long-term health and shall be weeded, trimmed, mowed regularly, with plants replaced as needed as further detailed in the attached Scope of Services.

5.4 Janitorial Services. The trash shall be emptied as needed and all refuse picked up from grounds. The hardscape shall be swept and regularly steam-cleaned. Graffiti shall be removed promptly. The janitorial services are further detailed in the attached Scope of Services.

5.5 Utilities. The Port shall coordinate with the respective utility providers for the commencement and on-going provision of all site utilities. The Port shall pay electrical, water and other utility bills related to the operation and maintenance of the Park. In addition, the Port shall maintain in good working order all utilities, including but not limited to: lighting & electrical; water (including irrigation, fire water loop and drinking fountains); telephone (security and public); scavenger service; and drains (including drain line cleanouts). The Port shall use its best efforts consistent with the safe and secure operation of the Park to conserve and not to waste energy and shall act in a manner consistent with industry standards in its maintenance of the Park. Notwithstanding anything to the contrary above, the Port shall not be responsible for the cost of installing, repairing or replacing any underground utility infrastructure including underground electrical infrastructure at or connecting to the Park unless damage to such infrastructure is caused by the Port or its agents.

5.6 Sculpture Maintenance and Repair. The Port shall protect, maintain and repair the Sculpture pursuant to the Sculpture Maintenance Agreement, Attachment "I" and the Sculpture Maintenance Manual, Attachment "K", as amended from time to time. The Port may provide these services directly or secure and manage subcontractors to perform these services. The Port shall submit detailed invoices to GPS for all expenditures from the repair and maintenance fund on a quarterly basis or such other frequency as mutually agreed upon by the parties.

5.7 Special Events Policy and Permitting. Within ninety (90) days of the Commencement Date, the Port and Agency Representative shall agree upon limitations on the type, size, and frequency of special events in the Park. The Port shall then establish a special events policy which shall incorporate such limitations on type, size and frequency and shall address permitting procedures, including fees and other financial requirements ("Special Events Policy"). The Port shall make final decisions about issuance of permits for special events. Special events services are further detailed in the attached Scope of Services. The Port shall provide the Agency with a copy of the Special Events Policy upon its adoption and as amended from time to time.

5.8 Emergency Plan. Within ninety (90) days of the Commencement Date, the Port shall establish an emergency plan for the Park (the "Emergency Plan") which addresses disaster preparedness and emergency situations such as earthquakes, fire, bomb threats, the need to evacuate the Park, and the curtailment of conditions which threaten property damage (e.g., water leaks) or personal injury (chemical spills, violence) or the need for emergency medical service for any person in the Park. The Port shall develop the plan in consultation with the San

Francisco Police Department and the Fire Department. The Emergency Plan shall include detailed procedures for each type of situation and clear assignments of responsibility amongst the Port's personnel and/or subcontractors. The Port will be responsible for training all relevant Port personnel in the Park (including routine practice drills) in the prompt and effective response to emergency situations and for modifying the plan as experience dictates. A copy of the Emergency Plan shall be provided to the Agency upon its adoption by the Port and when amended from time to time.

5.9 Establishment of Park Rules. The Port shall establish rules and regulations for public use of the Park pursuant to the Port Park Code (part of the San Francisco Municipal Code) (the "Park Rules"). A copy of the Park Rules shall be provided to the Agency upon its adoption by the Port and when amended from time to time.

5.10 Inspections. The Port and the Agency will conduct a joint annual inspection in preparation of the Annual Inspection Report pursuant to Section 7.5 below. In addition, the parties may participate in other joint inspections as mutually agreed to by the parties. In addition to the foregoing, the Agency has the right to inspect the Park at any time.

6. SECURITY

6.1 Security Plan. The Port shall provide security services as of the Commencement Date. Within thirty (30) days of the Commencement Date, the Port shall establish a security plan (the "Security Plan") for the Park which addresses the security requirements needed to ensure public safety during daytime and evening activities and protection of property. The Security Plan shall include security services for the JC Decaux public restroom as set forth in the Rincon Park Public Restroom Security Agreement, Attachment "F." The Security Plan shall provide for no less than \$100,000 worth of security services and include a schedule of services to be provided as well as a management approach for adjusting the services to accommodate actual visitor activity patterns at the Park. The Port shall provide Park security through a combination of private security and patrol services and San Francisco Police Department ("SFPD"). The Port will provide security and patrol services similar to those already provided at other Port properties.

6.2 Hours. The Port through its private security subcontractor will provide security and patrol services for the Park seven days a week during the hours listed in the Security Plan. However, no officer shall work more than twelve hours in a twenty-four hour period. No officer shall work at the Park or elsewhere for an aggregate total of more than sixty hours in any given week.

6.3 Staffing and Qualifications. The Port through its private security subcontractor will provide and maintain the staffing levels set forth in the Security Plan. The Port shall endeavor to provide the same security officers during the same shift and to minimize changes in personnel. All officers shall be registered with the California State Bureau of Collection and Investigative Services and shall have good written and oral communication skills.

6.4 Security Personnel Training. In addition to the training contained in the Security Plan, the Port shall ensure that security personnel assigned to provide security services at the Park have at a minimum the following training:

(a) The Port through its security subcontractor shall provide trained security patrol personnel, stationed and patrolling so as to best deter and/or respond to any potential violations, crimes or vandalism as they arise, including contacting police when necessary pursuant to the Security Plan.

(b) Training shall include crowd control techniques and appropriate demeanor for dealing with the general public.

6.5 Security Personnel Duties. In addition to the duties and responsibilities contained in the Security Plan, the Port shall ensure that its private security subcontractor perform the following duties:

- (a) Provide security to the Park pursuant to the Security Plan;
- (b) Provide security to the area surrounding the JC Decaux public restroom pursuant to the Security Plan;
- (c) Intervene and defuse in any hostile confrontations;
- (d) Arrest and detain perpetrators of unlawful activities and crimes including but not limited to fire, theft, property damage and trespassing;
- (e) Preventing unauthorized persons from entering the Park during closed hours, loitering, and unlawful activities;
- (f) Complete the number of Detex Key rounds (or comparable system) as per the Security Plan;
- (g) Inspect any public facilities in the Park on a regular basis;
- (h) Security patrolling supervisor shall be available via radio contact to security patrol officers;
- (i) Report any unusual or hazardous conditions;
- (j) Maintain a written daily report documenting shift, completed Detex Key rounds (or comparable system) and any incidents occurring during the assigned shifts;
- (k) Complete incident reports;
- (l) Maintain daily, weekly, and monthly statistics for incident reports;
- (m) Assist Park visitors with accurate information (directions, bus routes, etc.) as requested and conduct themselves in a helpful and courteous manner at all times;
- (n) Be familiar with surrounding area;
- (o) Be in a clean and neat uniform at all times while on duty;
- (p) Provide all security supplies and maintain security equipment; and
- (q) Arrange for illegally parked cars to be ticketed and towed;

6.6 **Deadly Force and Firearms Prohibited.** The use of deadly force and the carrying of firearms by the Port and/or its private security subcontractor are strictly prohibited while performing security duties in the Park pursuant to this Agreement.

6.7 **Requesting Assistance from SFPD.** In addition to the on-site private security services, the Port will also request frequent visits by the San Francisco Police Department officers who are stationed nearby at Pier 26 for additional assistance. The Port's private security subcontractor shall call the San Francisco Police Department when appropriate to respond to unlawful activities and crimes occurring in the Park.

6.8 **Security During Emergencies and Special Events.** The Port shall provide temporary officers in emergencies or for special events as needed. In the case of special events, the cost of these additional security services shall be covered by the special events fees.

6.9 **Copy of Security Plan to Agency.** A copy of the Security Plan shall be provided to the Agency upon its adoption by the Port and when amended from time to time.

7. **REPORTING REQUIREMENTS**

7.1 **Quarterly Maintenance Report.** The Port shall provide to the Agency Representative a written "Quarterly Maintenance Report" which shall at a minimum include program summaries of tasks completed by the Port for the relevant month and shall indicate the number of hours of work performed by individual Port personnel or contract workers for Park maintenance services within the eligible expenditure categories listed in the Approved Budget, Attachment "C" and in accordance with Frequency Schedule of Rincon Park Maintenance Operations, Attachment "E." The Quarterly Maintenance Report shall provide detailed information on all damages, repairs, preventive maintenance work, current site conditions and recommendations to cure deficiencies.

7.2 **Quarterly Financial Report.** The Port shall provide to the Agency Representative a written "Quarterly Financial Report" which shall include expenses (actuals v. budget, by month and year to date) in the format depicted in Attachment "K." Each Quarterly Financial Report shall at a minimum include all costs incurred by the Port in connection with the performance of its obligations under this Agreement, supported by time records, invoices, agreements, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. A separate financial report shall be completed on sculpture maintenance financial activity including income and expenses.

7.3 **Quarterly Horticultural Report** The Port shall provide to the Agency Representative a written "Quarterly Horticultural Report" which shall include soil fertility analysis, plant and tree analysis, and disease and pest control recommendations if required.

7.4 **Annual Park User Report** The Port shall provide to the Agency Representative a written "Annual Park User Report" which shall include a summary of the major users of the Park by the general public, an impact of these uses on the Park improvements, and any planned modifications to the Park rules and regulations which might better accommodate public use of the Park and/or better protect the Park improvements. The Annual Park User Report shall be due on the same date as the Annual Inspection Report.

7.5 **Annual Inspection Report** The Agency Representative and the Port Administrator shall conduct a joint annual inspection of the Park at end of the Contract Year.

Within thirty (30) days of the joint annual inspection, the Port shall prepare the Annual Inspection Report which will provide: (i) a summary of the activities of the past year; (ii) recommendations and plans for the following year; and (iii) address any deficiencies or issues noted during the joint annual inspection. In addition, the Annual Inspection Report shall include the following inspection reports:

Safety Inspection	Storm System Inspection
Leak Inspection	Lighting Inspection
Vandalism Inspection	Horticultural Inspection

7.6 Report Due Dates. For purposes of this Agreement, the quarter shall commence January 1, April 1, July 1, and October 1. The Port shall provide the quarterly reports to the Agency within thirty (30) days of the end of the preceding quarter.

8. RECORD RETENTION AND AUDITS

8.1 Record Retention. The Port shall establish and maintain all records with respect to all matters covered by this Agreement in accordance with Agency requirements. Except as otherwise authorized by the Agency, such records shall be maintained for a period of four years from the date of the termination of this Agreement, except that records that are the subject of audit findings shall be retained for four years or until such audit findings have been resolved, whichever is later.

8.2 Supporting Documentation. All costs shall be supported by time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

8.3 Audits. The Port shall maintain four (4) separate Project Account Codes for revenue as follows: Operations and Maintenance, Security, Special Events, and Sculpture Maintenance. These revenue accounts shall be exclusively for the Park's operations, maintenance and security and shall be tracked through the Project Codes. The Port shall provide copies of all deposit receipts to the Agency's accounts together with such accounting statements, records, documents, reports, data and information as reasonably required by the Agency. Upon at least fifteen days prior written notice, during normal business hours and no more than once each Contract Year (or more if otherwise requested by the Agency and agreed to by the Port in its sole discretion), the Port shall make available to the Agency or its representatives for examination of all public records specifically related to the Scope of Services and the Port will permit the Agency to audit, examine and make excerpts or transcripts from such records, and to make audits of all disclosable agreements, invoices, checks, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

9. INDEMNIFICATION

9.1 Personal Injury, Death and Damages. The Port shall indemnify and hold the Agency and its respective agents harmless from, and shall defend them against any and all claims, liabilities, damages (including damage to or destruction of any property), injuries (including but not limited to death), causes of action directly or indirectly arising out of or connected to the Port's performance of this Agreement or the performance of any of the Port's subcontractors or agents related thereto, other than for "Non-Covered Claims", as defined below (an "Indemnified Event").

9.2 Hazardous Substances. The Port shall indemnify, hold harmless, and defend, Agency and its respective agents from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses which arise during or after the Term of this Agreement (including any renewals or extensions) as a result of the handling of Hazardous Substances in, on or about the Park during the Term of this Agreement by the Port, its employees, subcontractors or agents, including without limitation, all costs of investigating and remediating the same, restoration work, damages for diminution in the value of the Park, damages for usable space or of any amenity of the Park, damages arising from sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees. "Hazardous Substance" shall have the meaning set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U. S. C. Section 9601(14), and in addition shall include, without limitation, petroleum, (including crude oil or any fraction thereof), asbestos, asbestos-containing materials, polychlorinated biphenyls ("PCBs" or PCB"), PCB-containing materials, all hazardous substances identified at California Health & Safety Code Sections 25316 and 25281(d), all chemicals listed pursuant to California Health & Safety Code Section 25249.8, and any substance deemed a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under applicable state or local law.

9.3 Non-Covered Claims. "Non-Covered Claims" shall mean any claims, loss, damage, injury, actions, causes of action and liability, including reasonable attorney's fees and costs of defense, directly or indirectly arising out of or connected with the following:

(a) Any claim arising out of alleged design or construction defects in connection with the construction or design of the Park, including any claim that the Park was not designed or constructed in compliance with any applicable law, building code or regulation.

(b) Any claims based on Hazardous Substances resulting from activities which took place prior to the execution of this Contract.

(c) Any claim arising out of the gross negligence, intentional acts or omissions, or willful misconduct of Agency or its agents.

(d) Any claims challenging the validity of the Special Events Policy, Park Guidelines or other operational policies promulgated or approved by the Agency for the operation of the Park.

9.4 Port's Independent Obligations. In addition to the Port's obligation to indemnify Agency, the Port specifically acknowledges and agrees that it has an immediate and independent obligation to defend Agency from any claim which actually or potentially falls within the indemnification provision under this Section 9, even if the allegations are or may be

groundless, false or fraudulent. The Port's obligation to defend shall arise at the time such claim is tendered to the Port by Agency and shall continue at all times thereafter. The indemnity obligation of Port shall include without limitation, indemnification from all loss and liability, including attorney's fees, court costs, and all other litigation expenses. This indemnification by the Port shall begin from the first notice that any claim or demand is or may be made.

9.5 Agency's Obligation To Indemnify. Agency shall defend, hold harmless and indemnify the Port and its officers, agents and employees of and from all claims of loss, damage, injury, actions, causes of action and liability of every kind, nature and description including attorney's fees and costs, of defense directly or indirectly arising out of or connected with "Non-Covered Claims." The Agency's obligation to defend shall arise at the time such claim is tendered to the Agency by the Port and shall continue at all times thereafter. The indemnity obligation of the Agency shall include without limitation, indemnification from all loss and liability, including attorney's fees, court costs, and all other litigation expenses. This indemnification by the Port shall begin from the first notice that any claim or demand is or may be made.

9.6 Duration. The provisions of this Section 9 shall survive any termination of this Agreement.

10. INSURANCE

10.1 General. The Port must procure and maintain for the duration of the Agreement, including any extensions, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Agreement by the Port, its agents, representatives, employees or subcontractors.

10.2 Minimum Scope of Insurance. Coverage shall be at least as broad as:

(a) Insurance Services Office Commercial General Liability coverage (Occurrence form CG 0001 0196).

(b) Insurance Services Office form number CA 00 01 12 93 covering Automobile Liability, code 1 (any auto).

(c) Worker's Compensation insurance as required by the State of California and Employers' Liability insurance.

10.3 Minimum Limits of Insurance. The Port shall maintain limits no less than:

(a) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(b) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

(c) Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the State of California and Employers' Liability limits of \$1,000,000 per accident for bodily injury or disease.

10.4 Deductibles and Self- Insured Retention's. During the Term of this Agreement, either party may request a change in the deductible, self-insured retention and/or the policy limits of the insurance policy(ies) procured pursuant to this Agreement. Both parties must consent to any change in the deductible, self-insured retention and/or policy limits, said consent not to be unreasonably withheld or delayed. The Agency will bear the cost of any increase in premiums resulting from a change in deductible, self-insured retention and/or the policy limits. If the parties can not agree upon the requested change; the insurance policy then in effect shall remain in force. Notwithstanding the foregoing, the policy limits of the insurance policy(ies) procured pursuant to this Agreement shall not fall below the level required in the Master Lease.

10.5 Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

(a) General Liability and Automobile Liability Coverages:

i. The Agency and its officers, agents, employees, and Commissioners are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Port; products and completed operations of the Port, premises owned, occupied or used by the Port; or automobiles owned, leased, hired or borrowed by the Port. The coverage shall contain no special limitations on the scope of protection afforded to the Agency and its Commissioners, officers, agents or employees.

ii. The Port's insurance coverage shall be primary insurance as respects the Agency, its Commissioners, officers, agents, and employees. Any insurance or self-insurance maintained by the Agency and its Commissioners, officers, agents or employees or shall be excess of the Port insurance and shall not contribute with it.

iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency and its Commissioners, officers, agents or employees.

iv. The Port's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(b) Worker's Compensation and Employers' Liability Coverage.

i. The insurer shall agree to waive all rights of subrogation's against the Agency, the City and their respective Commissioners, officers, agents and employees for losses arising from work performed by the Port for the Agency.

(c) All Coverages.

i. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

ii. Not more often than every year and upon not less than sixty (60) days prior written notice, the Agency may require the Port to increase the insurance limits set forth above if the Agency finds in its reasonable judgment that it is the general commercial practice in San Francisco to carry insurance in amounts substantially greater than those amounts carried by the Port with respect to risks comparable to those associated with the use of the Premises.

iii. Should the Port's Scope of Work change pursuant to a mutually agreed upon modification of the Agreement and to the extent that different insurable risks are thereby created, the Agency reserves the right to adjust the insurance requirement hereunder in accordance with any such changes in use.

10.6 Acceptability. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

10.7 Verification of Coverage. The Port must furnish the Agency with certificates of insurance and with original endorsements evidencing coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Agency. All certificates and endorsements are to be received and approved by the Agency before work commences. The Agency reserves the right to require - complete, certified copies of all required insurance policies, including endorsements demonstrating the coverage required by these specifications at any time.

11. THE PORT'S INDEMNITY AND INSURANCE ARE PRIMARY

The Port and the Agency have entered into a certain Lease and Encroachment Permit each dated September 7, 2001 wherein the Agency has agreed to perform, indemnify, defend, and procure insurance coverage in favor of the Port. Notwithstanding anything in the Lease and/or the Encroachment Permit to the contrary, the Port agrees that its obligations to provide indemnification, defense and insurance coverage under this Agreement is primary and takes precedence over the Agency's obligations under the Lease and Encroachment Permit to the extent a claim is expressly covered by the Port's indemnification obligations under Section 9 above.

12. DEFAULTS

12.1 Event of Default by the Port. The occurrence of any one or more of the following events shall constitute a default by the Port:

(a) failure to actually provide Key Staff for at least 70% of the number of hours specified in the Approved Budget for each of the Key Staff job classifications, as determined at the end of the Contract Year;

(b) failure to fulfill any material obligations under Sculpture Maintenance and Repair Agreement, if said failure is not cured by the Port within 30 days of written notice by the Agency;

(c) failure to submit reports when due in accordance with Section 7 of this Agreement, if said failure is not cured by the Port within 30 days of written notice by the Agency;

(d) failure to provide the 3rd party security services during a Contract Year of at least \$100,000, as determined at the end of the Contract Year;

(e) failure to provide 3rd party security services for 72 hours or longer, unless such cessation is part of the Security Plan provided to the Agency, or specific cessation has been approved in advance by Agency Representative;

(f) failure to maintain required insurance coverage in accordance with Section 10 of this Agreement, if said failure is not cured within five (5) business days of written notice by the Agency; or

(g) failure to fulfill any other material obligation of the Agreement, if said failure is not cured by the Port within 30 days of written notice by the Agency.

12.2 Event of Default by Agency. The occurrence of any one or more of the following events shall constitute a default by Agency:

(a) failure to advance Agency funds when due in accordance with Section 4.1 and 14.6 of this Agreement, if said failure is not cured by Agency within 30 days of written notice by the Port; or

(b) failure to fulfill any other material obligation of this Agreement, if said failure is not cured by Agency within 30 days of written notice by the Port.

12.3 Forbearance and Waiver. No forbearance or failure by either party to insist upon the strict performance of any obligation of the other party under this Agreement or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues, and no acceptance of full or partial performance during the continuance of any such breach shall constitute a waiver of such breach or of the non-breaching party's rights to demand strict compliance with such term, covenant or condition. Non-breaching party's consent to or approval of any act by breaching party requiring non-breaching party's consent or approval shall not be deemed to waive or render unnecessary non-breaching party's consent to or approval of any subsequent act by breaching party. Any waiver by a non-breaching party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

13. REMEDIES

13.1 General. Each party shall have the following remedies in addition to any other remedies at law, in equity or under this Agreement. It is expressly agreed by the parties that election of one or more remedies at law, in equity or under this Agreement shall not prevent nor prohibit the selection and prosecution of other remedies available to the aggrieved party at law, in equity or under this Agreement. If a lawsuit is brought to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs incurred in the lawsuit. However, notwithstanding the foregoing, an aggrieved party shall not be entitled to a double recovery or windfall as a remedy for breach of this Agreement.

13.2 Port Remedies. The Port shall be entitled to Late Charges pursuant to Section 4.6 and/or may terminate this Agreement pursuant to Section 14.1 in addition to all other remedies available to the Port at law, in equity or under this Agreement for breach by Agency.

13.3 Agency Remedies. The Agency shall be entitled to the following remedies in addition to all other remedies available to Agency at law, in equity or under this Agreement for breach by the Port:

(a) for an Event of Default under Section 12.1(d), the Port shall refund to Agency within thirty (30) days, without offset, an amount equal to the difference between the Approved Budget amount for 3rd party security and the actual amount spent on 3rd party security for the Contract Year;

(b) for an Event of Default under Section 12.1(e), Agency shall have the right to provide its own security service for the Park. The Port shall return funds to the Agency within thirty (30) days after written demand from Agency, without offset, an amount equal to the pro rata portion of the security line item in the Approved Budget for the period remaining in the Contract Year for which funds have been advanced or the Termination Date (which ever is earlier).

(c) for an Event of Default under Section 12.1(a), the Port shall within thirty (30) days after written demand from Agency, without offset return funds to Agency for each Key Staff job classification, based on rate of pay including overhead specified in the Approved Budget, equal to difference between (i) 70% of the hours specified in Approved Budget for that job classification times rate of pay in Approved Budget and (ii) actual hours times rate of pay.

14. TERMINATION

14.1 For Cause Termination by Port. The Port may terminate this Agreement for cause for an Event of Default by Agency under Section 12.2; provided however; that the Port shall give to Agency ninety (90) days written notice of termination for an Event of Default under Section 12.2(b).

14.2 For Cause Termination By Agency. Agency may terminate this Agreement for cause for an Event of Default by the Port under Section 12.1; provided however; that Agency shall give to the Port the following written notice of termination:

(a) five (5) business days notice of termination for an Event of Default under Section 12.1(f);

(b) thirty (30) days notice of termination for an Event of Default under Section 12.1(e); and

(c) ninety (90) days written notice of termination for an Event of Default under Sections 12.1(a-d) and (g).

14.3 Cure Period and Termination Period Run Concurrently. The ninety (90) day notice of termination period listed in Sections 14.1 and 14.2 are inclusive of and run concurrent with the cure periods listed in Sections 12.1 and 12.2.

14.4 No Fault Termination. In addition to the termination rights provided in Section 14.1 and 14.2 above, either party may terminate this Agreement without cause, upon ninety (90) days written notice to the other. However, the parties may mutually agree in writing to a termination on less than ninety (90) days notice. In the event of a no fault termination pursuant to this Section 14.4, each party shall continue to perform all of its obligations under this Agreement up to the close of business on the termination date set forth in the notice of termination, unless the parties agree in writing to waive or modify the obligation to perform.

14.5 Pro-Rata Payment Upon Any Termination – Funds Advanced. Upon any termination (whether for cause or no fault) in which the termination date is within a period for which the Agency has already advanced funds, Port shall return to the Agency a pro rata share, equal to the number of months (including fractional months) for which payment has been made past the termination date divided by 12, of the Approved Budget for the Contract Year.

14.6 Pro-Rata Payment Upon Any Termination – Funds Due. Upon any termination (whether for cause or no fault) in which the termination date is within a period for which the Agency has not yet advanced funds, the Agency shall on the due date for such payment advance only the amount equal to a pro rata share to the termination date (number of months including fractional months beyond date for which funds have already been paid, to termination date /12) of the Approved Budget for the Contract Year. In the event no budget has been approved, the pro rata amount due shall be based on the last Approved Budget as adjusted by any additional expenses incurred by the Port as reasonably accepted by the Agency.

15. INDEPENDENT CONTRACTOR.

The Port hereby declares that it is engaged in an independent business and agrees to perform its services as an independent contractor and not as the agent or employee of the Agency. The Port has and hereby retains the right to exercise full control and supervision of the services and work to be provided under this Agreement and full control over the employment, direction, compensation, and discharge of all persons assisting it in their performance of the services and work hereunder. The Port agrees to be solely responsible for all matters relating to payment of employees, including, but not limited to, compliance with all federal, state and local payroll tax and withholding requirements and all regulations governing such matters. The Port agrees to be solely responsible for its own acts and those of its subordinates and employees and subcontractors during the life of this Agreement.

16. ASSIGNMENT OF AGREEMENT.

16.1 Assignments. The Port shall not assign this Agreement, or any part thereof, without the prior express written consent of the Agency, which may be granted or withheld at the Agency's sole discretion.

16.2 Authority to Subcontract. The Port is hereby granted the authority to enter into contracts to obtain security and sculpture maintenance services and necessary materials to carryout its responsibilities under this Agreement. All such contracts shall be consistent with the Approved Budget and the City's Purchasing Policy. The Port shall submit to the Agency copies of its subcontractor's agreements including insurance, licenses, and other support documentation related to the work to be performed in accordance with this Agreement. The Port shall secure provisions in each agreement with its subcontractors providing for such agreement

to automatically terminate in the event of the termination of this Agreement by the Agency or the Port.

16.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Agency and the Port. Where the term "Port" or "Agency" is used in this Agreement, it shall mean and include their respective successors and assigns; provided, however, that the Agency shall have no obligation under this Agreement to, nor shall any benefit of this Agreement accrue to, any unapproved successor or assign of the Port where the Agency approval of a successor or assign is required by this Agreement.

17. NON-FEDERAL LABOR STANDARDS

Port agrees that any employees performing work or services for Port shall be paid not less than the prevailing wage rate and shall be subject to the same hours and working conditions and shall receive the same benefits provided for similar work or services performed in San Francisco. Port further agrees that the inclusion of the above provisions in this Agreement shall not be construed to relieve Port or any subcontractor from the pertinent requirements of any applicable Federal labor standards provisions; and Port also agrees, that the limitations, if any, in these non-Federal labor standards provisions upon hours per day, per week, or per month which the employees engaged on the work covered by this Agreement may be required to work thereon shall not be exceeded. Where minimum rates of pay required under State or local law are higher than the minimum rates of pay required by or set forth in applicable Federal labor standards, said State or local minimum rates shall be the applicable minimum rates of pay for such classifications.

18. NO PERSONAL LIABILITY

No member, official or employee of the Agency shall be liable personally to Port or any successor in interest in the event of any default or breach by the Agency or for any amount which may become due to Port or any successor or on any obligation under the terms of this Agreement.

19. CONFLICT OF INTEREST

No employee, agent, contractor, officer or official of the Agency who exercises any functions or responsibilities with respect to this Agreement or who is in a position to participate in a decision making process or gain inside information with regard to it, shall obtain a personal or financial interest in or benefit from any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom they have family or business ties, during his or her tenure or for one year thereafter. The term "contractor" also includes the employees, officers (including board members), agents and subcontractors of a Port under this Agreement. In order to carry out the purposes of this section, Port shall incorporate, or cause to be incorporated, in all contracts and subcontracts relating to activities pursuant to this Agreement, a provision similar to that of this section. If the Agency determines that Port is a "consultant" within the meaning of the Agency's Conflict of Interest Code, Port shall complete required disclosure forms, which will be provided by the Agency.

20. CONFIDENTIALITY/PROPERTY OF AGENCY

All of the reports, information, data or other materials prepared or assembled by Port under this Agreement, including Port's opinions and conclusions based upon such items, are confidential to the extent deemed otherwise under applicable public disclosure laws. Port agrees that such reports, information, opinions or conclusions shall not be made available to or discussed with any individual or organization, including the news media, without the prior written approval of the Agency, except as may be required under applicable public disclosure laws.

21. COMPLIANCE WITH CALIFORNIA GOVERNMENT CODE

It is understood and agreed that Port shall comply with California Government Code Section 7550 as amended from time to time. Government Code Section 7550 provides in part that when the total cost for work performed for a local agency by non-employees of such agency exceeds five thousand dollars, any document or written report prepared in whole or in part by non-employees for such agency shall contain, in a separate section, the numbers and dollar amount of all contracts and subcontracts relating to the preparation of such document or written report.

22. NOTICES

All notices, demands, consents or approvals required under this Agreement shall be in writing and shall be deemed given when delivered personally or by facsimile transmission or three (3) business days after being deposited in the U.S. Mail, first class postage prepaid, return receipt requested, addressed as follows:

If to the Agency: San Francisco Redevelopment Agency
770 Golden Gate Avenue
San Francisco, CA 94102
Attention: Executive Director
Copy to: June Bartholomew,

If to The Port: The Port of San Francisco
Pier 1
San Francisco, CA 94111
Attention: Director of Real Estate

With a copy to: Port General Counsel
Pier 1
San Francisco, CA 94111

Either party may, by like written notice, designate a new address and/or addresses to which such notices shall be directed.

23. MISCELLANEOUS PROVISIONS

23.1 Agreement Administrators. The initial Agency Representative for this Agreement is June Bartholomew or such other person designated by the Agency Executive Director. The initial Port Administrator for this Agreement is Tom Petersen or such other person designated by the Port.

23.2 Time of Performance. Time is of the essence in the performance of all the terms and conditions of this Agreement. All performance and cure periods expire at 5:00 p.m., San Francisco, California time, on the applicable date. A performance or cure date which otherwise would be a Saturday, Sunday or Agency holiday shall be extended to the next Agency business day.

23.3 Modification, Waiver And Amendment. Any modification, waiver or amendment of any of the provisions of this Agreement must be in writing and signed by both the Agency and the Port.

23.4 Entire Agreement. This Agreement represents the complete agreement between the parties as to the matters described herein, and there are no oral understandings between the Port and the Agency affecting this Agreement not set forth herein. This Agreement supersedes all previous negotiations, arrangements, agreements, and understandings between the Port and the Agency with respect to the subject matter hereof.

23.5 Severability. If any provision of this Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision and all such other provisions shall remain in full force and effect.

23.6 Governing Law. This Agreement shall be governed by the laws of the State of California. It is the responsibility of the Port to be informed of local, state and federal laws and requirements applicable to this Agreement, including laws related to handicapped accessibility, and to perform all work in compliance with those laws and requirements.

23.7 Headings. Titles of parts or sections of this Agreement are inserted for convenience only and shall be disregarded in construing or interpreting its provisions.

23.8 Mutual Drafting. The parties agree that this Agreement has been drafted by and are the product of both parties and that it is the intention of the parties that this Agreement shall not be construed against either party based on the assumption or premise that one party or the other was the drafter of the Agreement.

23.9 Attorney's Fees. In any action or proceeding arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

23.10 Nondiscrimination, Equal Employment Opportunity and Minority and Woman-Owned Business Enterprises

(a) There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status) in the performance of this Agreement. Port will ensure that

applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status). Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and provision of any services or accommodations to clients or the general public.

(b) Port will, in all solicitations or advertisements for employees placed by it or on its behalf, state it is an equal opportunity employer.

(c) Port will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

(d) If Port intends to utilize subcontractors in the provision of services, it must consult with the Agency's Contract Compliance Division and comply with all the applicable provisions of the Agency's Purchasing Policy and Procedures in regard to subcontracting with Minority and Woman-Owned Business Enterprises.

(e) Port agrees not to discriminate in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, and shall comply fully with all provisions of the Agency's Nondiscrimination in Contracts Policy ("Policy"), adopted by Agency Resolution No. 175-98, as such Policy may be amended from time to time.

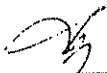
(f) Port shall provide all services to the public under this Agreement in facilities that are accessible to persons with disabilities as required by state and federal law.

23.11 Compliance With Minimum Compensation Policy and Health Care Accountability Policy. Port agrees, as of the date of this Agreement and during the term of this Agreement, to comply with the provisions of the Agency's Minimum Compensation Policy and Health Care Accountability Policy (the "Policies"), adopted by Agency Resolution 164-2001, as such policies may be amended from time to time. Such compliance includes providing all "Covered Employees," as defined under Section 2.7 of the Policies, a minimum level of compensation and offering health plan benefits to such employees or to make payments to the City's Department of Public Health, or to participate in a health benefits program developed by the City's Director of Health.


23.12 Authority to Execute Agreement. Each of the undersigned represents and warrants that he or she has full power and authority to enter into this Agreement and to bind the Agency and the Port respectively in accordance with its terms.

IN WITNESS WHEREOF, PORT and AGENCY execute this Agreement in San Francisco, California, as of the date set forth above.

PORT:
CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, operating by and through
the SAN FRANCISCO PORT COMMISSION


By  _____
Executive Director
Douglas F. Wong

AGENCY:
REDEVELOPMENT AGENCY OF
THE CITY AND COUNTY OF
SAN FRANCISCO

By  _____
Deputy Executive Director
Finance and Administration
Ayisha Benham

APPROVED AS TO FORM

DENNIS J. HERRERA, City Attorney

By  _____
Bijal M. Patel
Deputy City Attorney

APPROVED AS TO FORM

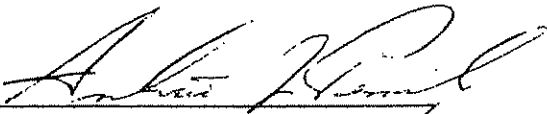
By  _____
Bertha A. Ontiveros 11/3/03
Agency General Counsel

EXHIBIT A

RINCON PARK

LEGAL DESCRIPTION

BEING PORTIONS OF SEAWALL LOTS 327 AND 348, AND OF ADJACENT PORTIONS OF FORMER FOLSOM STREET, AND OF THE EMBARCADERO OF THE SAN FRANCISCO PORT COMMISSION, CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1 (PARK):

COMMENCING AT THE POINT OF INTERSECTION OF THE WESTERLY LINE OF STEUART STREET WITH THE SOUTHERLY LINE OF HOWARD STREET, AS SAID LINES ARE SHOWN ON MONUMENT MAP NO. 317 OF THE CITY AND COUNTY OF SAN FRANCISCO, ON FILE IN THE OFFICE OF THE BUREAU OF STREET USE AND MAPPING, DEPARTMENT OF PUBLIC WORKS OF SAID CITY AND COUNTY; THENCE ALONG SAID SOUTHERLY LINE OF HOWARD STREET AND THE EASTERLY PROJECTION THEREOF, NORTH $46^{\circ}18'09''$ EAST 346.85 FEET; THENCE SOUTH $42^{\circ}14'34''$ EAST 42.63 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH $42^{\circ}14'34''$ EAST 574.64 FEET; THENCE SOUTHEASTERLY ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 238.35 FEET, THROUGH A CENTRAL ANGLE OF $20^{\circ}10'52''$, AN ARC LENGTH OF 83.95 FEET; THENCE SOUTH $22^{\circ}03'42''$ EAST 349.08 FEET; THENCE SOUTH $67^{\circ}56'18''$ WEST 39.98 FEET TO THE EASTERLY LINE OF THE EMBARCADERO ROADWAY (NEWLY REALIGNED; DEDICATION PENDING); THENCE ALONG SAID LINE OF THE EMBARCADERO THE FOLLOWING COURSES: NORTH $43^{\circ}01'24''$ WEST 156.37 FEET TO A POINT HEREIN REFERRED TO AS "POINT "A" "; THENCE NORTH $43^{\circ}01'24''$ WEST 195.21 FEET; THENCE NORTHWESTERLY ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 814.00 FEET, THROUGH A CENTRAL ANGLE OF $24^{\circ}13'38''$, AN ARC LENGTH OF 344.20 FEET; THENCE NORTH $18^{\circ}47'46''$ WEST 134.50 FEET; THENCE NORTHWESTERLY ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 836.00 FEET, THROUGH A CENTRAL ANGLE OF $11^{\circ}35'09''$, AN ARC LENGTH OF 169.05 FEET; THENCE LEAVING SAID EASTERLY LINE OF SAID EMBARCADERO, NORTH $47^{\circ}45'26''$ EAST 5.54 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM, ALL OF PARCEL 2 BEING DESCRIBED AS FOLLOWS:

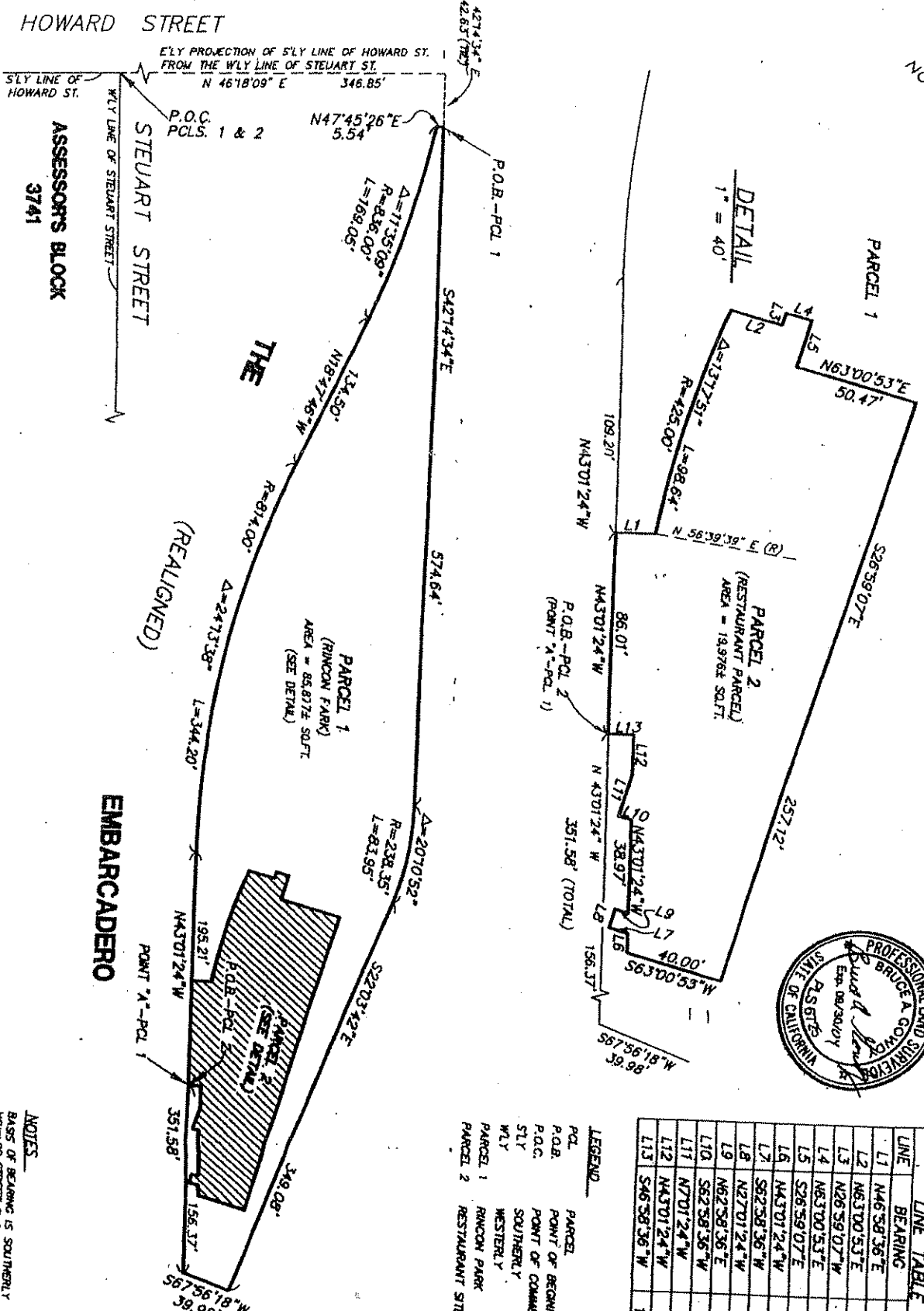
PARCEL 2 (RESTAURANT SITE):

BEGINNING AT POINT "A" AS DESCRIBED IN PARCEL 1 HEREIN ABOVE, BEING A POINT ON SAID EASTERLY LINE OF THE EMBARCADERO ROADWAY (NEWLY REALIGNED; DEDICATION PENDING); THENCE ALONG SAID LINE OF THE EMBARCADERO NORTH $43^{\circ}01'24''$ WEST 86.01 FEET; THENCE LEAVING SAID LINE OF THE EMBARCADERO, NORTH $46^{\circ}58'36''$ EAST 16.08 FEET TO THE

BEGINNING OF A NON-TANGENT 425.00 FOOT RADIUS CURVE, THE CENTER OF WHICH BEARS NORTH 56°39'39" EAST; THENCE NORTHWESTERLY ALONG SAID CURVE, CONCAVE TO THE NORTHEAST, THROUGH A CENTRAL ANGLE 13°17'51", AN ARC LENGTH OF 98.64 FEET; THENCE NORTH 63°00'53" EAST 22.08 FEET; THENCE NORTH 26°59'07" WEST 5.51 FEET; THENCE NORTH 63°00'53" EAST 10.76 FEET; THENCE SOUTH 26°59'07" EAST 20.47 FEET; THENCE NORTH 63°00'53" EAST 50.47 FEET; THENCE SOUTH 26°59'07" EAST 257.12 FEET; THENCE SOUTH 63°00'53" WEST 40.00 FEET; THENCE NORTH 43°01'24" WEST 8.32 FEET; THENCE SOUTH 62°58'36" WEST 7.95 FEET; THENCE NORTH 27°01'24" WEST 8.00 FEET; THENCE NORTH 62°58'36" EAST 5.66 FEET; THENCE NORTH 43°01'24" WEST 38.97 FEET; THENCE SOUTH 62°58'36" WEST 5.34 FEET; THENCE NORTH 07°01'24" WEST 18.61 FEET; THENCE NORTH 43°01'24" WEST 18.02 FEET; THENCE SOUTH 46°58'36" WEST 10.22 FEET TO THE POINT OF BEGINNING.

THE AREA OF PARCEL 1, LESS THE EXCEPTION, PARCEL 2, IS 85,877 SQUARE FEET, MORE OR LESS. —





LINE	BEARING	LENGTH
L1	N46°58'36"E	16.08'
L2	N63°00'53"E	22.08'
L3	N26°59'07"W	5.51'
L4	N63°00'53"E	10.76'
L5	S26°59'07"E	20.47'
L6	N43°01'24"W	8.32'
L7	S62°58'36"W	7.95'
L8	N27°01'24"W	8.00'
L9	N62°58'36"E	5.66'
L10	S62°58'36"W	5.34'
L11	N7°01'24"W	18.61'
L12	N43°01'24"W	18.02'
L13	S46°58'36"W	10.22'

NOTES

BASIS OF BEARING IS SOUTHERLY LINE OF HOWARD STREET SHOWN AS N 46°18'09" E.

MARTIN M. RON ASSOCIATES LAND SURVEYORS 859 HARRISON STREET, SUITE 200 SAN FRANCISCO, CA 94107 TEL. (415) 643-4800 FAX (415) 643-8258	EXHIBIT "B" PLAT OF RINCON PARK & RESTAURANT SITE SAN FRANCISCO CALIFORNIA	SURV: JM DRW: 3G C.K.: 3G	SHEET 1 OF 1
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CITY & COUNTY OF SAN FRANCISCO-PORT COMMISSION
RINCON PARK BUDGET
JANUARY 1, 2003 - DECEMBER 31, 2003

	DOLLARS
PERSONAL SERVICES	
GARDNER	61,395
LABORER	49,833
PLUMBER	7,586
ELECTRICIAN	6,983
PAINTER	8,873
PROPERTY MANAGER	59,435
MAINTENANCE SUPERVISOR	13,369
SUB-TOTAL - PERSONAL SERVICES	<u>207,475</u>
MATERIALS & SUPPLIES	
PERENNIALS	1,000
GROUND COVER	1,000
FERTILIZER	2,000
JANITORIAL SUPPLIES	3,200
SUB-TOTAL - MATERIALS & SUPPLIES	<u>7,200</u>
NON-PERSONNEL SERVICES	
SOIL CONSULTANT	3,000
PEST CONTROL	2,801
SECURITY SERVICES	100,000
SUBTOTAL - NON-PERSONNEL SERVICES	<u>105,801</u>
UTILITIES UNDER SEPARATE METERS	
WATER, SEWAGE & PG&E	18,000
SUBTOTAL UTILITIES	<u>18,000</u>
EQUIPMENT	
LAWNMOWER & TRAILER	7,000
SUBTOTAL EQUIPMENT	<u>7,000</u>
INTER-DEPARTMENTAL SERVICES	
RISK MANAGER - INSURANCE	25,000
SUBTOTAL INTERDEPT SERVICES	<u>25,000</u>
CONTINGENCY 5%	<u>19,525</u>
GRAND TOTAL	<u><u>390,000</u></u>

Gardner

(5 hrs per day x 5 days week) x 52 = 1,300 hrs
1,300 hrs x \$47.23 rate = \$61,399

Laborers

(3 hrs per day x 7 days week) x 52 weeks = 1,092 hrs
1,092 hrs x \$45.64 rate = \$49,839

Property Manager

15 hr per week x 52 = 780 hrs
780 hrs x \$76.20 rate = \$59,436

Attachment D – Scope of Services

Rincon Park

I. Management

A. General Park Management

The Port shall:

1. Provide a designated staff person to coordinate and oversee all Park maintenance and management operations. This designated staff person shall be trained and skilled in all applicable aspects of property management.
2. Hire and train qualified staff to provide all required work at the Park under the Agreement.
3. Assure that appropriate licensing and bonding is maintained for any Park workers or subcontractors who are providing services where licensing or bonding are required.
4. Assure that appropriate training is given to all Park workers and that the same workers are committed to the Park on a continuous basis.
5. Screen potential Port personnel assigned to the Park.
6. Negotiate, secure and manage all subcontracts necessary for the provision of services.
7. Provide general supervision of field operations, public liaison and liaison with the Agency through its designated staff person.
8. Resolve conflicts and day-to-day issues as they arise.
9. Attend to all legal responsibilities entailed in operation of the Park. Assure compliance with all local, state and federal codes and regulations pertaining to the work, including those pertaining to work place safety and toxic chemicals.
10. Prepare and implement Park maintenance work plan and budgets.
11. Conduct and assure quality control of all Park maintenance to the satisfaction of the Agency including the work of any technical consultants such as landscape architects, horticulturists, engineers, security advisors and others that may be retained.
12. Promptly obtain proper medical assistance as the need arises.

13. Maintain good working relations with users adjacent to the Park and the two restaurants in the Park.
14. In accordance with Section 5.8, devise and implement an Emergency Preparedness Plan providing for the protection of life and property during emergencies which may affect the Park.
15. Prepare and submit to the Agency quarterly and annual reports in accordance with Section 7 of the Agreement.
16. Perform bookkeeping as necessary to prepare budget, quarterly and annual reports and retain the records as specified in Section 8 of the Agreement.

B. Events Coordination

The Port shall:

1. Establish Special Events Policy pursuant to Section 5.7 of the Agreement.
2. Coordinate third party Special Events and activities in the Park, including crowd control, security services, fee collection and coordination with permitted users of the Park and other operating entities of activities affecting the Park.
3. Issue permits pursuant to the Special Event Policy. If appropriate, the Port will work with the permittee to facilitate obtaining permits from the following agencies and organizations:
 - Mayor's Office
 - Bay Conservation and Development Commission
 - Port of San Francisco Fire Marshall
 - San Francisco Police Department
 - City Attorney's Office
4. Coordinate closely with other users of the Park in its administration of performances, and programming in the Park, providing such support and supervision as necessary and prudent to protect public safety and the physical assets of the Park from damage which might be sustained by heavy public use.
5. Provide logistical and clean-up support for performances and events. Cost of clean up and additional security services should be paid by event sponsors. Security services should be coordinated with Park security contractor.
6. Provide security and other support for Special Events in accordance with Section 6 of the Agreement.
7. Assure that occupancy limits and other life and safety codes are adhered to strictly.

II. General Park Maintenance

The Port shall:

1. The Port shall provide supervised labor as necessary to maintain all outdoor areas and components and all related systems in an attractive, usable and safe condition, pursuant to manufacturer's recommendations.
2. Provide Park maintenance including but not limited to trash collection, cleaning and sweeping of the sidewalk in the Park on a daily basis
3. Steam cleaning of the sidewalk in the Park on a monthly basis.
4. Control litter throughout the Park on a daily basis.
5. Empty all trash receptacles daily during the afternoon or more frequently as needed based on experience and observed need.
6. Keep recycled glass, metal and paper separate (as provided by the trash receptacles) and arrange for scavenger company to recycle them.
7. Provide litter control following major events, to be paid on a per event basis and covered by event fees.
8. Sweep pavement daily.
9. Steam clean pavement on a regular basis.
10. Keep edged and free of any plant material.
11. Inspect weekly for lifted, separated, cracked or other damaged paving and takes such actions as may be necessary to arrest such conditions.
12. Repair pavement per original specifications, per separate Agency authorization.
13. Maintain Park fixtures per manufacturer's recommendations. The Port shall not be responsible for capital repairs or replacement of such fixtures.
14. Inspect Park fixtures regularly for necessary maintenance or repair.
15. Replace lamps as necessary.
16. Clean fixtures regularly to provide full light levels.
17. Inspect fixture regularly for necessary maintenance or repair.

18. Inspect Storm & Sanitary Systems regularly to assure proper working order and immediately report any problems or potential problems to the Agency Representative.
19. Clear pipes and clean outs as necessary.

III. Landscape Maintenance

The Port shall:

A. General

1. Landscape maintenance schedules and other duties are described in greater detail in Attachment "H", Frequency Schedule of Maintenance Operations.
2. Provide one designated gardener to provide the daily landscape maintenance needs of the Park.
3. The Port shall provide all landscape maintenance supplies, tools and equipment.
4. The Port shall maintain all areas in a neat and orderly appearance and remove all debris generated by maintenance work at the end of each day or as often as need.
5. The Port is responsible for damage to utility lines and other site improvements resulting from the Port's work.
6. The Port shall attend periodic maintenance walk-throughs with Agency (subcontractors to be present) as requested and provide follow-up reports.

B. Plantings

1. Lawn
 - a. All work necessary to maintain lawn in vigorous, healthy condition, include mowing, watering, clipping removal, edging, thatching, aerating, fertilizing, weeding, disease and pest control.
2. Ground Cover
 - a. Work as specified for lawn, except mowing and thatching.
 - b. Trim as necessary to re-invigorate growth and maintain neat appearance.
 - c. Cultivate at least twice yearly.
 - d. Control any erosion potential.
3. Trees

- b. Integrated pest management methods are preferred.
9. Root Care
- a. Periodically inspect shrubs and raise any root crowns that have settled below soil level.
 - b. Provide root pruning for trees.
10. Warranty replacement of plant material
- a. Port will replace plant material which is damaged or disfigured or otherwise requires replacement.

C. Irrigation

1. Irrigation system shall not include the water main and lateral.
2. Adjust watering levels as necessary to maintain healthy plant material while developing reasonable drought resistance and not over watering.
3. Adjust for seasonal and weather variations.
4. Adjust separate circuits for the needs of the plants served by each.
5. Inspect system weekly to assure proper functioning.
6. Adjust heads and make minor repairs as necessary to maintain optimal coverage.
7. Immediately repair any breaks, leaks, broken heads or other malfunctions.
8. Provide routine maintenance per manufacturer's recommendations.

- a. All work necessary to achieve continued, healthy growth.
 - b. Include watering, checking and adjusting stakes and ties, fertilizing, weeding, disease and pest control as appropriate for each species.
 - b. Prune as needed and at least once a year to create and maintain an attractive, strong, healthy and hazard-free branching structure.
 - c. Prune to maintain and accentuate each species' natural growing habits per instructions of the landscape architect.
 - d. Maintain limb clearance of street trees and median trees pursuant to City standards.
4. Shrubs
- a. Work as specified for trees, as applicable.
 - b. Shrubs shall be pruned or trimmed at least twice a year, and more often if necessary to maintain vigorous growth and a neat appearance.
 - c. Apply special mulching and fertilizers for acid-loving plants.
5. Perennial Plantings
- a. Replace plant material as necessary. Exact composition to be determined by construction documents.
 - b. Hand weed twice monthly.
 - c. Fertilize and control pests and disease as necessary.
 - d. Cut back all perennials once a year per horticultural standards.
6. Weed Control
- a. Hand weeding preferred.
7. Fertilization
- a. As necessary to maintain vigorous, healthy growth.
8. Pest & Disease Control
- a. Based on weekly inspections, any diseases or pests discovered shall be controlled by approved methods under the direction of a licensed Agricultural Pest Control Operator.

Attachment E

Frequency Schedule of Rincon Park Maintenance Operations

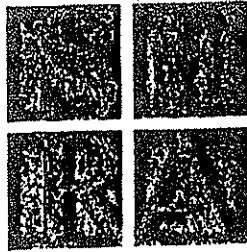
A	Lawn Care	Daily	Weekly	Monthly	X/Year	As Needed	Comments
1	Leaf Litter Removal	X					
2	Trash Removal	X					
3	Neat Appearance	X					
4	Weed Control		X				
	a. Postemerge				2		
	b. Preemerge				1		
5	Irrigation Programming		X				
6	Irrigation Check		X				
7	Fertilize				4		Quarterly Basis
8	Integrated Pest Management						
	a. Monitor		X				
	b. Other Treatments					X	
9	Mow		X				2" max. height/winter every 2 weeks
10	Edge		X				
11	Aeration/Thatch Removal				2/1		Spring/Fall
B	Ground Cover Care	Daily	Weekly	Monthly	X/Year	As Needed	Comments
1	Leaf Litter Removal	X					
2	Trash Removal	X					
3	Neat Appearance	X					
4	Weed Control		X				
	a. Postemerge				2		
	b. Preemerge				1		
5	Irrigation Programming		X				
6	Irrigation Check		X				
7	Cultivation				2		
8	Fertilize				4		Minimum 4 times
9	Integrated Pest Management						
	a. Monitor		X				
	b. Snails				4		Minimum 4 times
	c. Other Treatments					X	
10	Prune				4		
11	Edge				4		
C	Tree & Shrub Care	Daily	Weekly	Monthly	X/Year	As Needed	Comments
1	Leaf Litter Removal	X					
2	Trash Removal	X					
3	Neat Appearance	X					
4	Weed Control		X				
	a. Postemerge				2		
	b. Preemerge				1		

5	Irrigation Programming		X				
6	Irrigation Check		X				
7	Fertilize						
8	Integrated Pest Management						
	a. Monitor		X				
	b. Snails				4		Quarterly basis
	c. Other Treatments					X	
9	Pruning - Trees						
	a. Structural				1		At least once a year - Dec. or Jan.
	b. Canopy Lifting				2		May and September
10	Pruning - Shrubs						
	a. Structural				1		
	b. Shearing Boxwood				4		March, June, Sept., Dec.
11	Staking - Remove/Adjust					X	
12	Watering of trees				6		Minimum 6 times, deep probe
D	Paved Area Care	Daily	Weekly	Monthly	X/Year	As Needed	Comments
1	Leaf Litter Removal	X					
2	Trash Removal	X					
3	Neat Appearance	X					
4	Weed Control		X				
	a. Postemerge					X	
5	Steam Cleaning			X			
E	Color Area Care	Daily	Weekly	Monthly	X/Year	As Needed	Comments
1	Detail Color		X				
2	Plant Control				4		
3	Soil Amendment				2		
4	Weed Control		X				
5	Integrated Pest Management						
	a. Monitor		X				
	b. Snails		X				
	c. Other Treatments					X	
F	Special Considerations	Daily	Weekly	Monthly	X/Year	As Needed	Comments
1	Lighting System Monitoring		X				
2	Site Inspection		X				
3	Site monitoring and reporting		X	X			Weekly log/monthly maint. Report
4	Irrigation Inspection			X			
5	Soil moisture checks				1		May
6	Soil sample testing				1		June
7	Soil compaction tests					X	
8	Vandalism/Graffiti Inspection	X					
9	Horticultural Inspection				2		April/Sept

San Francisco
Redevelopment Agency

770 Golden Gate Avenue
San Francisco, CA 94102

415.749.2400
TTY 415.749.2500



WILLIE L. BROWN, JR., Mayor

Benny Y. Yee, President
Leroy King, Vice President
Mark Dunlop
Kathryn C. Palamountain
Ramon E. Romero
Michal Forrest Settles
Darshan Singh

Marcia Rosen, Executive Director

Writer's Direct Telephone No. (415) 749-2488
Legal Division Facsimile No. (415) 749-2575

103-11701-005
September 7, 2001

Douglas F. Wong
Executive Director
Port of San Francisco
Pier 1
San Francisco, CA 94111

Re: Rincon Park Public Restroom Security Agreement

Dear Mr. Wong:

Pursuant to the Lease (the "Lease") dated September 7, 2001 between the San Francisco Port Commission, as lessor (the "Port"), and the Redevelopment Agency of the City and County of San Francisco, as lessee (the "Agency"), the Agency will lease operate, maintain and secure the Premises (as defined in the Lease) for a term of 65 years. The Agency will use the Premises for a public park referred to as the "Rincon Park".

On February 29, 2000, the Port Commission adopted Resolution 00-17 and the Agency Commission adopted Resolution 31-2000 conditionally approving the Schematic Design for Rincon Park. The approved Schematic Design includes the installation of a Public Restroom. Condition 3 of Port Resolution 00-17 and Agency Resolution 31-2000 requires the Agency and the Port to execute an agreement regarding the Agency's provision of security and landscaping maintenance for the area immediately surrounding the Public Restroom.

This letter is intended to serve as the agreement required in the above-quoted condition.—The Agency hereby agrees to provide security for the area immediately surrounding the Public Restroom on a level commensurate with the security provided by the Agency on the Premises pursuant to the Lease. Security officers, if any, employed or contracted to patrol Rincon Park will be directed to include the Public Restroom within their patrol routes, and to respond to incidents in a manner consistent with protocols developed for Rincon Park and Public Restroom security. The Agency shall at all time maintain adequate insurance for its security services in a form and level required under the Lease.

Further development of the Schematic Design has resulted in the removal of landscaping in the area surrounding the Public Restroom, so that no landscaping maintenance in this area will be required of the Agency.

This letter agreement and the rights and obligations contained herein shall terminate and be of no further force and effect concurrently with the expiration or earlier termination of the Lease.

Sincerely,



ADP
9/14/01

Ayisha Benham
Deputy Executive Director
Finance and Administration
Redevelopment Agency of the City and
County of San Francisco

Douglas F. Wong

Re: Rincon Park Public Restroom Security Agreement

September 7, 2001

Page 3

Agreed, Confirmed and Accepted:



Douglas F. Wong
Executive Director
Port of San Francisco