

File No. 131217

Committee Item No. 2

Board Item No. 15

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Sub-Committee

Date: 3/12/2014

Board of Supervisors Meeting

Date: March 18, 2014

Cmte Board

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

OTHER (Use back side if additional space is needed)

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Completed by: Victor Young

Date March 7, 2014

Completed by: L.W.

Date March 13, 2014

FILE NO. 131217

RESOLUTION NO.

[Accept Gift - Department of Technology - Wi-Fi Equipment - \$270,000]

1
2 **Resolution authorizing the Department of Technology to accept a gift of**
3 **equipment, software, and services from Cisco, Inc. with a total value of**
4 **\$270,000 in order to provide free, wireless internet access at various locations**
5 **in San Francisco.**

6
7 WHEREAS, The City and County of San Francisco seeks to enhance Internet
8 access for residents and visitors; and

9 WHEREAS, Consistent with that goal, the Department of Technology ("DT") is
10 developing a project to provide free, wireless Internet access in various places in San
11 Francisco to any person in the vicinity with a compatible Wi-Fi device (the "City Wi-Fi
12 Project"); and

13 WHEREAS, Cisco, Inc. ("Cisco"), a manufacturer of telecommunications
14 equipment, installed certain communications equipment in San Francisco in order to
15 enable persons attending the America's Cup 2013 event to obtain free Wi-Fi service;
16 and

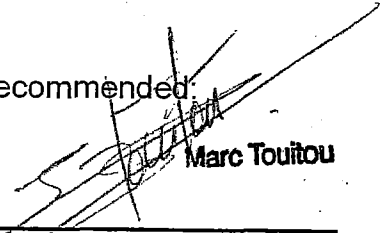
17 WHEREAS, Since the America's Cup 2013 event has been completed, Cisco
18 has offered to donate to the City the Wi-Fi access points and related hardware and
19 software used for the event ("Equipment") for DT to use for the City Wi-Fi Project, as
20 set forth in the Equipment Donation Agreement between the City and Cisco on file
21 with the Clerk of the Board of Supervisors in File No. 131217; and

22 WHEREAS, DT and Cisco have determined that the value of the Equipment
23 that Cisco seeks to donate to the City is \$270,000; and

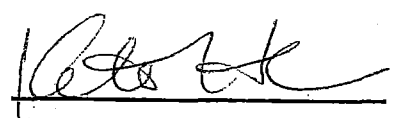
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WHEREAS, DT has already begun deployment of the City Wi-Fi Project and intends to use the Equipment provided by Cisco if this resolution is approved; now, therefore, be it

RESOLVED, That the Board of Supervisors authorizes the Department of Technology to accept the gift from Cisco valued at \$270,000.00.

Recommended: 
Marc Touitou

Department Head

Approved: 

Mayor

Approved: 

Controller

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Marc Touitou, Chief Information Officer
DATE: November 21, 2013
SUBJECT: In-kind Gift Acceptance

GRANT TITLE: Cisco Systems, Inc. Wi-Fi Equipment Gift

Attached please find the original* and 2 copies of each of the following:

X_ Proposed grant resolution; original* signed by Department, Mayor, Controller

X_ Grant information form, including disability checklist

___ Grant budget (not applicable)

___ Grant application (not applicable)

___ Grant award letter from funding agency (not applicable)

X_ Ethics Form 126

___ Contracts, Leases/Agreements (not applicable)

X_ Other: Cisco Systems, Inc. Wi-Fi Equipment Gift

Special Timeline Requirements:

Departmental representative to receive a copy of the adopted resolution:

Name: Brian Roberts

Phone: 581-4061

Interoffice Mail Address: Dept. of Technology, 1 So. Van Ness Ave., 2nd Floor

Certified copy required Yes

No

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

File Number: _____

(Provided by Clerk of Board of Supervisors)

Grant Resolution Information Form

(Effective July 2011)

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

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

1. Grant Title: Cisco Systems, Inc.

2. Department: Technology

3. Contact Person: Brian Roberts

Telephone: (415)581-4061

4. Grant Approval Status (check one):

Approved by funding agency

Not yet approved

5. Amount of Grant Funding Approved or Applied for: In-kind gift of wi-fi equipment with value of \$270,000.

6a. Matching Funds Required: \$0

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

7a. Grant Source Agency: Cisco Systems, Inc.

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

8. Proposed Grant Project Summary: Accept used wi-fi equipment and associated software from Cisco. Equipment had been used for the America's Cup.

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

Start-Date:

End-Date:

10a. Amount budgeted for contractual services:

b. Will contractual services be put out to bid?

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

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

11a. Does the budget include indirect costs?

Yes

No

b1. If yes, how much? \$

b2. How was the amount calculated?

c1. If no, why are indirect costs not included?

Not allowed by granting agency

To maximize use of grant funds on direct services

Other (please explain): an in-kind gift, therefore not applicable

c2. If no indirect costs are included, what would have been the indirect costs?

12. Any other significant grant requirements or comments:

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

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

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

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

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

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

Comments:

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

Carla Johnson
(Name)

Interim Director, Mayor's Office on Disability
(Title)

Date Reviewed: 11/20/13

[Signature]
(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Marc Touitou
(Name)

Chief Information Officer
(Title)

Date Reviewed: _____

[Signature]
(Signature Required)



CISCO SYSTEMS, INC.
EQUIPMENT DONATION AGREEMENT

This is an Equipment Donation Agreement (the "Agreement") by and between Cisco Systems, Inc., organized under the laws of California, having its principal place of business at 300 East Tasman Drive, San Jose, California 95134 ("Cisco") and City and County of San Francisco, acting through its Department of Technology, with a business address at One South Van Ness Avenue, San Francisco, CA 94102 ("City" or "Recipient"). This Agreement sets forth the terms under which Cisco agrees to donate certain equipment and grant related rights to Recipient.

In furtherance of the goals of the donation, described below, and in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. Scope and Purpose of this Donation.

1.1 This Agreement sets forth the terms and conditions governing Cisco's donation to Recipient of Cisco equipment (identified in Exhibit A) and the grant to Recipient of the right to use Cisco software and documentation as a part of Recipient's use of the Equipment (collectively the "Equipment"), solely for the public interest and benefit, and to further the goals of the Recipient. The parties value the Equipment at \$270,000.00 (Two hundred seventy thousand US Dollars).

1.2 Cisco has no expectation of obtaining or retaining business or securing any improper competitive advantage with Recipient as a result of such donation. It is likewise not Recipient's intent to, nor shall Recipient, influence, offer or provide any business or other competitive advantage to Cisco on account of this donation.

2. No Sale. This Agreement does not consist of a "sale" of the Equipment by Cisco to Recipient, but instead is intended as a gift.

3. No Resale of the Equipment. Recipient agrees that it will use the Equipment for its own internal use and not for resale, remarketing or distribution, rent, lease or for other use that would be inconsistent with the stated purpose of this donation.

4. Limited Warranty.

Cisco represents and warrants that it has full title to, or the right to convey title to, the Equipment, free from any liens or security interests.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EQUIPMENT IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OR REPRESENTATIONS EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT ANY IMPLIED WARRANTY CANNOT BE DISCLAIMED, SUCH IMPLIED WARRANTY IS LIMITED IN DURATION TO THE APPLICABLE EXPRESS WARRANTY PERIOD FOR THIS EQUIPMENT.

5. Software License. Cisco grants to Recipient a license to use any identified Cisco software provided with the Equipment (in object code) ("Software") per Cisco's End User Software License Agreement ("EULA") at

<http://www.cisco.com/en/US/docs/general/warranty/English/EUIKEN.html>.

6. Documentation.

Cisco grants Recipient a perpetual fully paid, non-exclusive license to reproduce in its entirety or incorporate sections of Documentation that are delivered with Equipment. All such reproductions will include the following copyright notice at the title page or section page of the Cisco material: "These materials have been reproduced for internal use only with the permission of Cisco Systems, Inc. COPYRIGHT © 2007 CISCO SYSTEMS, INC. ALL RIGHTS RESERVED." This license is granted only for the purposes of operating and maintaining the Equipment for internal use and does not allow distribution to third parties or resale. Recipient shall be solely responsible for the accuracy of all of its modifications and any resultant damages from modified Documentation.

7. Export, Re-export, Transfer & Use Controls.

7.1 The parties recognize that the City intends to use the Equipment donated by Cisco for its own purposes only. Nonetheless, should City subsequently decide to export the Equipment, the City agrees to comply with all applicable U.S. laws and/or regulations governing the export, re-export, transfer and use of the Equipment and will obtain all required U.S. and local authorizations, permits, or licenses.

7.2 Cisco and Recipient agree to provide the other information, support documents, and assistance as may reasonably be required by the other in connection with securing authorizations or licenses.

7.3 Recipient shall not transfer, divert or otherwise make available any of the Equipment, or any direct product thereof, to any person or firm that is: (a) engaged, directly or indirectly in the design, development, production, stockpiling, testing or use of any nuclear, chemical, biological weapons or missiles; or (b) is listed on any U.S. Government list of prohibited and restricted parties. Information regarding compliance with U.S. export, re-export, transfer and use laws may be located at: http://www.cisco.com/www/export/compliance_provision.html.

8. Compliance with Laws.

8.1 Recipient shall comply with Recipient's applicable national, state or local laws and regulations, including, without limitation, those related to public donations and anti-corruption.

8.2 City shall submit to the Board of Supervisors ("Board") legislation authorizing City to accept the Equipment. Notwithstanding anything herein to the contrary, Cisco understands and agrees that no officer or employee of City has authority to commit City to this Agreement unless and until the Board shall have duly approved the acceptance of the Equipment in accordance with all applicable laws. The Board may approve or reject the acceptance of Equipment in its sole discretion. Therefore, any obligations of City hereunder are contingent upon such approval by the Board, and this Agreement shall not be effective unless and until such Board approval is final.

8.3 The parties recognize that the City intends to use the Equipment donated by Cisco for its own purposes only. Nonetheless, should City subsequently decide to transfer the Equipment, City shall obtain any government-required licenses, permits or approvals that may be required for City's importation, exportation, use, and distribution of the Equipment where the Equipment will be used or deployed.

8.4 City shall be solely responsible for payment of any international, federal, state and local sales taxes, use, value-added and excise taxes, any other taxes or duties of any nature whatsoever that may be assessed upon or with respect to Equipment donated to and used by the City under this Agreement. Cisco shall have no liability relating to any taxes which may be levied on the donation of goods, which taxes will be at Recipient's cost.

9. Business Integrity.

9.1 Cisco strives to maintain the highest standards of business integrity; All Cisco employees are required to follow Cisco's Code of Business Conduct (<http://investor.cisco.com/documentdisplay.cfm?DocumentID=3263>), which prohibits Cisco employees from offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political party or instrumentality thereof in order to assist Cisco in obtaining or retaining business. Cisco also expects its business partners to act consistently with Cisco's Global Anti-Corruption Policy at http://www.cisco.com/legal/anti_corruption.html.

9.2 Cisco encourages the reporting of any concerns to ethics@cisco.com or by calling Cisco's Helpline: toll free number in North America 1-877-571-1700 or worldwide number (reverse calling charges to Cisco) 001-770-776-5611.

9.3 Through its execution of this Agreement, Cisco acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Sections 87100 *et seq.* and Sections 1090 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which would constitute a violation of said provision, and agrees that if Cisco becomes aware of any such fact during the term of this Agreement Cisco shall immediately notify the City.

10. Confidential Information.

10.1 In connection with receiving and using the donated Equipment, Recipient may obtain information relating to the Equipment, and/or Cisco, which is of a confidential and/or proprietary nature to Cisco ("Confidential Information"). Such Confidential Information may include, but is not limited to, trade secrets, know how, inventions, techniques, processes, programs, schematics, Software source documents, data, or information posted on Cisco.com.

10.2 If Cisco identifies in writing that information provided to Recipient is Confidential Information as that term is used herein, Recipient shall keep in trust and confidence all such Confidential Information for a period of at least three years after the receipt of such information, and shall not use such Confidential Information other than as expressly authorized by Cisco; nor shall Recipient disclose any such Confidential Information to third parties without Cisco's prior written consent.

10.3 The obligations of confidentiality herein shall not apply to information which: (a) has entered the public domain except where such entry is the result of Recipient's breach of this Agreement; (b) prior to disclosure hereunder was already rightfully in Recipient's possession; (c) subsequent to disclosure hereunder is obtained by Recipient on a non-confidential basis from a third party who has the right to disclose such information to Recipient; or (d) Recipient is required to produce per a court order, administrative subpoena or lawful request under the California Public Records Act or San Francisco Sunshine Ordinance, provided that Recipient shall notify Cisco of its receipt of such order, subpoena, or request prior to disclosure and provide Cisco an opportunity to protect its interest in the confidentiality of the information to be produced in response.

11. Limitation of Liability.

11.1 Notwithstanding anything else in this Agreement or otherwise, but subject to clause 11.3 below, in no event shall Cisco, its affiliates, officers, directors, employees, agents or suppliers be liable for any special, indirect, consequential, incidental, or exemplary damages, or for damages for loss of business, profits, business interruptions, or for loss of or damaged data, whether arising in contract, tort (including negligence) other otherwise, even if Cisco has been informed of the possibility of such damages.

11.2 Notwithstanding anything else in this Agreement or otherwise, but subject to clause 11.3, all liability of Cisco, its affiliates, officers, directors, employees, agents and suppliers collectively for claims under this Agreement or otherwise howsoever arising shall be limited to ten thousand dollars (USD\$10,000). This limitation of liability is cumulative and not per incident (i.e., the existence of two or more claims will not enlarge this limit).

11.3 Nothing in this Agreement shall limit either party's liability: (a) for personal injury or death caused by its negligence; (b) in the tort of deceit; or (c) for any liability which cannot be excluded under applicable law.

12. **Equipment De-installation.** Cisco has provided Recipient with information concerning the location of the Equipment that was installed by Cisco for America's Cup 2013. Recipient has already de-installed and is in possession of the Equipment. Recipient received the Equipment from Cisco in "as is" condition and accepts responsibility for storing and maintaining the Equipment while in Recipient's possession prior to the Effective Date.

13. **Support Services.** Recipient may procure Support Services to assist with any technical support

issues in connection with the Equipment. Such support services ("Services"), are described http://www.cisco.com/web/about/doing_business/legal/service_descriptions/index.html.

14. General.

14.1. **Notices.** Any notice to be given under this Agreement will be in writing and addressed to the party at the addresses set forth in the first paragraph of the Agreement. For Cisco, notices should be sent to the attention of General Counsel Office, Legal Department, at address set forth on page 1 of this Agreement; for Recipient, notices should be sent to the attention of: Miguel Gamino, Chief Operating Officer, City and County of San Francisco Department of Technology 1 South Van Ness Avenue, 2nd Floor, San Francisco, CA 94103. Notices will be deemed given and effective (i) if personally delivered, upon delivery, (ii) if sent by an overnight service with tracking capabilities, upon receipt; (iii) if sent by fax or electronic mail, at such time as the party which sent the notice receives confirmation of receipt by the applicable method of transmittal, or (iv) if sent by certified or registered mail, within five days of deposit in the mail.

14.2 **No Waiver.** The waiver by either party of any right provided under this Agreement shall not constitute a subsequent or continuing waiver of such right or of any other right under this Agreement.

14.3 **Assignment.** Recipient may not assign any of its rights or delegate any of its obligations under this Agreement without Cisco's prior written consent. Any attempted assignment or delegation without Cisco's prior written consent, which Cisco will not unreasonably withhold, will be voidable by Cisco.

14.4 **Severability.** If any court of competent jurisdiction holds that any provision of this Agreement is illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions of this Agreement will not be affected or impaired, and all remaining terms of this Agreement remain in full force and effect, provided that this provision shall not be applied to defeat the intent of the parties.

14.5 **No Agency.** This Agreement does not create any agency, partnership, joint venture or other relationship. Each party remains independent. Neither party shall assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.

14.6 **Effective Date.** In the event the Board of Supervisors authorizes City to accept the equipment, the effective date of the legislation shall be the

effective date of this Agreement ("Effective Date"). In the event the Board does not approve the acceptance of the Equipment, then: (a) this Agreement shall terminate and shall be of no force and effect whatsoever; and (b) Recipient shall return the Equipment to Cisco in the condition received.

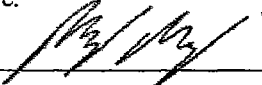
14.7 Entire Agreement. This Agreement is the complete agreement between the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. Any URLs cited

herein are incorporated into this Agreement. There are no conditions, understandings, agreements, representations or warranties, expressed or implied, that are not specified herein. This Agreement may be only modified by a written document executed by the parties.

14.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

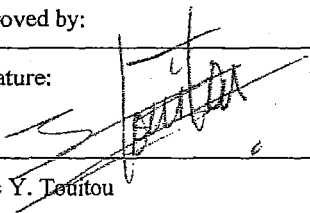
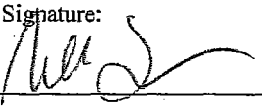
IN WITNESS WHEREOF, each of the parties' duly authorized representatives, by signing this Agreement in the signature blocks below, confirms that each party has read this Agreement in its entirety, including any incorporated exhibits, and agrees to be bound to it.

CISCO SYSTEMS, INC.

Signature:	
Print Name:	Phil Lozano
Title:	Director, Finance
Date:	October 24, 2013

APPROVED BY LEGAL

CITY AND COUNTY OF SAN FRANCISCO

Approved by:	Approved as to Form By:
Signature: 	Signature: 
Marc Y. Teuitou	William K. Sanders
Director/Chief Information Officer Department of Technology	Deputy City Attorney
Date: 11/4/2013	Date: 11/7/2013

-Exhibit A Follows-

Exhibit A
Contribution of the Equipment

The following donated Equipment is being provided to Recipient. Such Equipment was installed in the City of San Francisco for America's Cup 2013 and is considered used Equipment.

Line Number	Item Name	Description	Included Item	Quantity
1.0	AIR-CAP3602I-AK910	802.11n CAP 10APs w/CleanAir; 4x4:3SS; Mod; Int; A RegDomain	No	13
1.1	AIR-CAP3602I-ABULK	BOM Level AP3600i Bulk PID for A reg domain	Yes	130
1.2	AIR-AP-BRACKET-2	802.11n AP Universal Mounting Bracket	No	130
1.3	AIR-AP-T-RAIL-R	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	No	130
1.4	SWAP3600-RCOVRY-K9	Cisco 3600 Series IOS WIRELESS LAN RECOVERY	No	13
2.0	AIR-CAP3602P-AK910	802.11n CAP 10APs; 4x4:3SS; Pro A Reg Dom - US Only	No	11
2.1	AIR-AP-BRACKET-2	802.11n AP Universal Mounting Bracket	No	110
2.2	AIR-AP-T-RAIL-R	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	No	110
2.3	SWAP3600-RCOVRY-K9	Cisco 3600 Series IOS WIRELESS LAN RECOVERY	No	11
2.4	AIR-CAP3602P-ABULK	BOM level bulk PID 3600P for -A reg domain US Only	Yes	110
3.0	PRIME-NCS-APL-K9	Cisco Prime Network Control System Hardware Appliance	No	1
3.0.1	CON-SNT-NCSAPL9	SMARTNET 8X5XNBD Cisco Prime Network Control System HW	No	0
3.1	AIR-PWR-CORD-NA	AIR Line Cord North America	No	2
3.2	PI-APL-IMAGE-1.2	Cisco Prime Infrastructure 1.2 Appliance Software	No	1
4.0	AIR-CT5508-12-K9	Cisco 5508 Series Wireless Controller for up to 12 APs	No	4
4.1	SWC5500K9-73	Cisco Unified Wireless Controller SW Release 7.3	No	4
4.2	AIR-PWR-CORD-NA	AIR Line Cord North America	No	8
4.3	LIC-CT5508-12	12 AP Base license	Yes	4
4.4	LIC-CT5508-BASE	Base Software License	Yes	4

Cisco Equipment Donation Agreement
Recipient City and County of San Francisco

4.5	AIR-PWR-5500-AC	Cisco 5500 Series Wireless Controller Redundant Power Supply	No	4
5.0	GLC-T=	1000BASE-T SFP	No	9
6.0	AIR-ANT2566P4W-R=	2.4 GHz 6 dBi/5 GHz 6 dBi Directional Ant. 4-port RP-TNC	No	117
7.0	AIR-ANT2524DW-R=	2.4 GHz 2 dBi/5 GHz 4 dBi Dipole Ant. White RP-TNC	No	24
8.0	AIR-CAP3602P-A-K9	802.11n CAP; 4x4:3SS; Mod; Pro A Reg Domain - US only	No	7
8.1	AIR-AP-BRACKET-2	802.11n AP Universal Mounting Bracket	No	7
8.2	AIR-AP-T-RAIL-R	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	No	7
8.3	SWAP3600-RCOVRY-K9	Cisco 3600 Series IOS WIRELESS LAN RECOVERY	No	7

Caldeira, Rick (BOS)

From: Jon Givner [Jon.Givner@sfgov.org]
Sent: Thursday, March 13, 2014 12:01 PM
To: Calvillo, Angela (BOS)
Cc: Caldeira, Rick (BOS); Wong, Linda (BOS)
Subject: Files 131216, 131217, 131209, and 140099

The sponsors of items 131216, 131217, 131209, and 140099 all submitted Form SFEC-126s with the proposed legislation. I have informed the sponsors that Campaign and Governmental Conduct Code section 1.126 does not apply to any of these items because the Board is not approving any contracts covered by that code section. Therefore, to avoid any confusion, I recommend that the Clerk's Office withdraw the forms from the file and not submit the completed forms to the Ethics Commission after the Board approves the resolutions. I have advised the affected departments to submit letters to your office to include in the files for these items, but I understand that you may not receive those letters before publication of the agenda for Tuesday's meeting. In the meantime, feel free to include this email in the file.

Jon Givner, Deputy City Attorney
Office of San Francisco City Attorney Dennis J. Herrera
1 Dr. Carlton B. Goodlett Place, Suite 234
San Francisco, CA 94102
phone: (415) 554-4694
fax: (415) 554-4745

Introduction Form

By a Member of the Board of Supervisors or the Mayor

Time stamp
or meeting date

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

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

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

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

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

Sponsor(s):

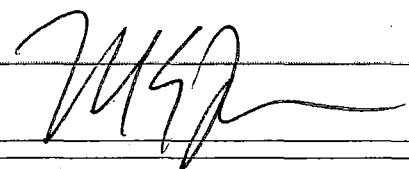
Supervisor Mark Farrell

Subject:

[Accept Gift - Department of Technology - Wi-Fi Equipment - \$270,000.00]

The text is listed below or attached:

See attached.

Signature of Sponsoring Supervisor: 

For Clerk's Use Only:

13/2/17



City & County of San Francisco
**Department of
Technology**
Powered by Innovation

One South Van Ness Avenue, 2nd Floor
San Francisco, CA 94103-0948
Office: 415-581-4001 • Fax: 415-581-4002

March 13, 2014

Linda Wong
Clerk of the Board of Supervisors
Budget and Finance Committee
City Hall, Room 244
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

Subject: Wi-Fi Gift Acceptance Resolutions: File 131216, File 131217 & File 131209

Dear Ms. Wong,

The Department submitted completed Form SFEC-126s with the proposed legislation. The City Attorney's Office has concluded that Campaign and Governmental Conduct Code section 1.126 does not apply to these items because the Board is not approving contracts covered by that code section. Therefore, on the advice of the City Attorney's Office, we ask to withdraw the forms and we recommend that the Clerk's Office not submit the completed forms to the Ethics Commission after the Board approves the resolutions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Marc Touitou', written over a set of horizontal lines.

Marc Touitou
CIO of San Francisco (City & County)
Director of the Department of Technology



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