



Edwin M. Lee
Mayor

Barbara A. Garcia, MPA
Director of Health

TO: Mabel Lew, Controller's Office
FROM: Barbara A. Garcia, MPA
Director of Health
DATE: December 7, 2012
SUBJECT: Grant Accept and Expend
GRANT TITLE: Dolorous Knight Bequest - \$500,000

Attached please find the original of each of the following:

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

Special Timeline Requirements:

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

Grant Resolution Information Form
(Effective July 2011)

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

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

1. Grant Title: **Dolorous Knight Bequest**

2. Department: **Department of Public Health, Laguna Honda Hospital**

3. Contact Person: **ChiaYu Ma** Telephone: **759-3325**

4. Grant Approval Status (check one):

Approved by funding agency

Not yet approved

5. Amount of Grant Funding Approved or Applied for: **\$500,000**

6a. Matching Funds Required: **\$0**

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

7a. Grant Source Agency: **The Knight Living Trust**

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

8. Proposed Grant Project Summary: **As a donation to the Laguna Honda Hospital's patient gift fund, this gift will be used for the general comfort and benefit of Laguna Honda's patients. The uses of this gift can include, but are not limited to, expenditures for musical entertainment, cultural celebrations, holiday meals, and outings to parks, ball games, concerts and other civic events.**

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

Start-Date: **07/01/2012**

End-Date: **06/30/2032**

10a. Amount budgeted for contractual services: **No**

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

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

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

11a. Does the budget include indirect costs? Yes No

b1. If yes, how much? **\$0**

b2. How was the amount calculated? **N/A**

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

Not allowed by granting agency

To maximize use of grant funds on direct services

Other (please explain):

c2. If no indirect costs are included, what would have been the indirect costs? **In operating cost**

12. Any other significant grant requirements or comments: **Ms. Dolorous Knight, through The Knight Living (Marital) Trust, provided a gift to the Laguna Honda Gift Fund in the sum of \$500,000.**

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

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

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

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

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

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

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

Comments:

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

Jason Hashimoto
(Name)

Director, EEO, and Cultural Competency Programs
(Title)

Date Reviewed: _____
(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Barbara A. Garcia, MPA
(Name)

Director of Health
(Title)

Date Reviewed: _____
(Signature Required)

FILE NO.

RESOLUTION NO.

1 [Accept and Expend Gift – Dolorous Knight Bequest - \$500,000]

2
3 **Resolution authorizing the Department of Public Health Laguna Honda Hospital and**
4 **Rehabilitation Center to accept and expend retroactively a gift of \$500,000 to the**
5 **Laguna Honda Gift Fund from the Knight Living Trust.**

6
7 WHEREAS, The Knight Living Trust, dated May 30, 1991, provides for a distribution of
8 \$500,000 to the Laguna Honda Gift Fund, San Francisco, California; and

9 WHEREAS, The trustee of the Knight Living Trust notified Laguna Honda that
10 proceeds from the trust are being issued; and

11 WHEREAS, The Gift Fund at Laguna Honda Hospital and Rehabilitation Center
12 provides activities and experiences that enrich the lives of Laguna Honda residents that
13 include expenditures for musical entertainment, cultural celebrations, holiday meals, and
14 outings to parks, ballgames, concerns, and other civic events; and

15 WHEREAS, on October 16, 2012 the Health Commission approved acceptance by
16 Laguna Honda Hospital and Rehabilitation Center of the proceeds from the Knight Living
17 Trust, dated May 30, 1991; now, therefore, be it

18 RESOLVED, That Laguna Honda is hereby authorized to accept and expend a gift of
19 unrestricted cash in the value of up to \$500,000 as distributed to the Laguna Honda Gift Fund
20 through the Knight Living Trust; and be it

21 FURTHER RESOLVED, That proceeds from the Knight Living Trust, will be accepted
22 and expended consistent with San Francisco ordinance and Laguna Honda's policy and
23 procedure governing the Gift Fund for the general comfort and benefit of the Laguna Honda
24 patients.

25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

RECOMMENDED:

Barbara A. Garcia, MPA
Director of Health

APPROVED:

Office of the Mayor

Office of the Controller

Laguna Honda Hospital

**Dolorous Knight Bequest
Multi-Year Budget
Funded by the Knight Living Trust**

July 1, 2012 – June 30, 2032

DIRECT COSTS	Each Year	All Years	Totals
Materials & Supplies Special food and beverages, supplies and game prizes provided with resident activities.	17,000	340,000	340,000
Materials & Supplies Sub-Total	\$17,000	\$340,000	\$340,000
Other Current Expenses Musical entertainment, cultural celebrations, outings to parks, ball games, concerts, and other miscellaneous residents' benefits services.	8,000	160,000	160,000
Other Current Expenses Sub-Total	\$8,000	\$160,000	\$160,000
TOTAL	\$25,000	\$500,000	\$500,000

DEDA DIVINE, TRUSTEE

P.O. Box 1724
Blanco, TX 78606
(512) 329-5811

June 27, 2012

Laguna Honda GIFT FUND
375 Laguna Honda Boulevard
San Francisco, CA 94116

Re: Trust Estate of Dolorous Knight

To whom it may concern:

Pursuant to the terms of 16061.7 of the California Probate Code you are hereby informed of the following matters:

1. On June 5, 2012, Dolorous Knight, died. On May 30, 1991, she established a Revocable Living Trust. Said Trust has been amended by eight (8) Amendments.
2. The Trustee of the Trust is Deda Divine of P.O. Box 1724, Blanco, Texas 78606.
3. The address of the physical location where the principal place of administration of the trust is located is P.O. Box 1724, Blanco, Texas 78606.
4. Due to the death of Dolorous, you are entitled to an inheritance under the above Trust.
5. As a beneficiary you are entitled to receive from the Trustee a true and complete copy of the terms of the Trust. If you wish to receive this information, please send a letter directly to the Trustee at the address set forth in subparagraph 3. hereinabove.

6. You may not bring an action to contest the trust more than 120 days from the date this notification by the trustee is served upon you or 60 days from the day on which a copy of the terms of the trust is mailed or personally delivered to you in response to your request during that 120-day period, whichever is later.

Sincerely,

A handwritten signature in cursive script, appearing to read "Deda Divine".

Deda Divine, Trustee

DAVID E. MILLER

ATTORNEY-AT-LAW
601 VAN NESS AVENUE
SUITE 2050
SAN FRANCISCO, CA 94102

TEL: (415) 776-5100
FAX: (415) 776-5165
demiller@sbcglobal.net

August 13, 2012

Administration Office
ATTN: Adrienne Tong, DCA
Laguna Honda Hospital and
Rehabilitation Center
375 Laguna Honda Boulevard
San Francisco, CA 94116

Re: Dolorous Knight

Dear Ms. Tong,

Pursuant to your request, we enclose copies of the Revocable Living Trust and Eight Amendments thereto.

Sincerely,



David E. Miller

DEM:kah

Enclosures

cc: Deda Divine, Trustee

EIGHTH AMENDMENT TO THE TRUST AGREEMENT ENTITLED
THE KNIGHT LIVING TRUST
DATED MAY 30, 1991

It is noted that KENNETH C. KNIGHT is deceased. DOLOROUS KNIGHT is acting as the sole Trustor.

The Trustor confirms the FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH and SEVENTH AMENDMENTS and all provisions of the above dated Trust except as set forth hereinafter:

I. It is noted that DEDA DIVINE (Trustor's niece) is acting as a Co-Trustee with DOLOROUS KNIGHT.

II. Article FOURTH., D. subparagraph 4. of the Trust authorizes the surviving spouse (DOLOROUS KNIGHT) to exercise a general power of appointment over the Marital Trust assets. Accordingly, the Trustee is directed to disregard the previous distributions pertaining to the Marital Trust assets. After the demise of DOLOROUS KNIGHT, the Trustee is directed to distribute the net Marital Trust assets as follows:

1. The Trustee shall distribute the sum of five hundred thousand dollars (\$500,000.00) to SMILE TRAIN located at 41 Madison Avenue, 28th Floor, New York, New York 1001, telephone (877) 543-7645. Said gift shall be made free of any federal or state estate taxes. No interest shall be payable on said gift.
2. The Trustee shall distribute the sum of five hundred thousand dollars (\$500,000.00) to LAGUNA HONDA, ^{GIFT FUND SK} San Francisco, California. Said gift shall be made free of any federal or state estate taxes. No interest shall be payable on said gift.
3. That real estate known as 32 Gorham Street, San Francisco, California, subject to any encumbrances and if owned by the Trustor, shall be distributed to the SALVATION ARMY, San Francisco, California. The tangible personal property located at 32 Gorham Street, San Francisco, California, shall be distributed to the SALVATION ARMY except for any items given by a written memo signed by the Trustor.

D. L. Knight

4. The Trustee shall distribute the sum of one hundred thousand dollars (\$100,000.00) to the DONALD KNIGHT LIVING TRUST dated August 30, 1994, if DONALD KNIGHT survives the Trustor (DONALD KNIGHT is the Trustor's brother-in-law). If he does not so survive, then said gift shall lapse and shall be added to the residue of the Marital Trust. Said gift shall be made free of any federal or state estate taxes. No interest shall be payable on said gift.
5. The sum of fifty thousand dollars (\$50,000.00) shall be distributed each to SANDEE MAC EACHERN and DEDA DIVINE (Trustor's nieces). If SANDEE MAC EACHERN is deceased, the gift to her shall lapse and shall be added to the Marital Trust residue. If DEDA DIVINE is deceased, the gift to her shall lapse and shall be distributed to her issue by right of representation. Said gifts shall be made free of any federal or state estate taxes. No interest shall be payable on said gifts.
6. The residue of the Marital Trust assets shall be distributed as follows:
 - a. Eighty percent (80%) to the YOSEMITE FUND.
 - b. Ten percent (10%) to SANDEE MAC EACHERN, or if she is deceased to DEDA DIVINE, or if she is deceased, to the issue by right of representation of DEDA DIVINE.
 - c. Ten percent (10%) to DEDA DIVINE, or if she is deceased to her issue by right of representation.

III. Article TWENTY-SIXTH: is amended in its entirety to read as follows:

TWENTY-SIXTH: NO-CONTEST CLAUSE

If any beneficiary under this instrument, singularly or in combination with any other person or persons, directly or indirectly does any of the following acts, then the right of that person to take any interest given to him or her by this instrument shall be void, and any gift or other interest in the trust property to which the beneficiary would otherwise have been entitled shall pass as if he or she had predeceased the grantors without issue.

(X) Donald Knight

Without probable cause challenges the validity of this instrument or the validity of any contract, agreement (including any trust agreement), declaration of trust, beneficiary designation, or other document executed by the Trustors or either of them, or executed by another for the benefit of the Trustors or either of them that is in existence on the date that this instrument is executed on any of the following grounds: 1) Forgery; 2) Lack of due execution; 3) Lack of capacity; 4) Menace, duress, fraud, or undue influence; 5) Revocation pursuant to the terms of this instrument or applicable law; and 6) Disqualification of a beneficiary who is a "disqualified person" as described in California Probate Code Section 21350 or applicable successor statute.

IN WITNESS WHEREOF, I have hereunto set my hand in San Francisco, California, on this 9th day of June, 2010.

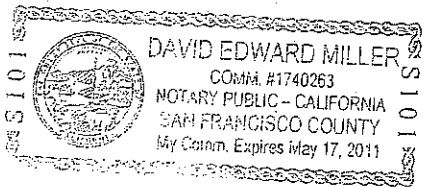
Dolorous Knight
 DOLOROUS KNIGHT
 TRUSTEE, TRUSTOR

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO)

ON June 9, 2010, before me, DAVID EDWARD MILLER, a Notary Public, personally appeared DOLOROUS KNIGHT, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal
 Signature *[Signature]*
 My commission expires May 17, 2011





Richelle-Lynn
Mojica/DPH/SFGOV
12/11/2012 08:58 AM

To Jason.Elliott@sfgov1.onmicrosoft.com@SFGOV,
Jermain.Jones@sfgov1.onmicrosoft.com@SFGOV
cc Cindy.Czerwin@sfgov1.onmicrosoft.com@SFGOV
bcc
Subject New Proposed Legislation from DPH (Dolorous Knight
Bequest)

CITY & COUNTY OF SAN FRANCISCO
Health

DEPARTMENT NAME: Public

BOARD OF SUPERVISOR LEGISLATION

To: BOS Legislation

Date: December 10, 2012

RE: New Proposed Resolution from Department of Health

Attached is proposed legislation concerning Dolorous Knight Bequest Gift. This proposed legislation will be introduced by the Mayor or his designee shortly.

The attachments are listed below.

Attachment

1 File Name: Resolution authorizing the Department of Public Health Laguna Honda Hospital and Rehabilitation Center to accept and expend retroactively a gift of \$500,000 to the Laguna Honda Gift Fund from the Knight Living Trust.

Description: Accept and Expend Gift – Dolorous Knight Bequest - \$500,000

List Exhibits/documents not included in electronic form (i.e., confidential letters) but delivered in hard copy instead.

1. Grant Information Form, including disability checklist
2. Budget & Budget Justification
3. Agreement/ Award Letter

Contacts:

Name: Richelle-Lynn Mojica

Phone: 255-3555



0784 Resolution.doc