

MEMORANDUM OF UNDERSTANDING
PROPOSED CPMC PROJECT
AMENDMENT NO. 1

This First Amendment to the Memorandum of Understanding (this "Amendment") is entered into by and between the City Agencies and CPMC on June 12, 2012 in connection with CPMC's proposed long-range development plan.

All initially capitalized terms used herein shall have the same meaning as in the MOU.

RECITALS

This First Amendment to MOU is made with regard to the following facts, intentions and understandings:

A. The City Agencies and CPMC entered into a Memorandum of Understanding for the Proposed CPMC Project attached as Attachment A (the "MOU").

B. On or about April 26, 2012, the City Planning Commission (Planning Commission) certified the Final Environmental Impact Report for the CPMC LRDP.

C. Also on or about April 26, 2012, the Planning Commission held public hearings on the development agreement relating to the construction and reconstruction of healthcare facilities in furtherance of California Pacific Medical Center Long-Range Development Plan by and between the City and County of San Francisco and Sutter West Bay Hospitals (Development Agreement) and other approvals and recommended same to the San Francisco Board of Supervisors (together the CPMC "Project").

D. The MOU was intended to provide a temporary mechanism by which CPMC reimbursed the City Agencies for staff time and materials expended on any component of the Development Agreement prior to CPMC's filing an application for the Development Agreement under Chapter 56 of the Administrative Code.

E. The Development Agreement applications was filed shortly prior to Planning Commission approval and recommendation of the Project to the Board of Supervisors when City Agency and CPMC negotiations were substantially completed.

F. This First Amendment to MOU is intended to amend and extend the MOU as provided below.

AGREEMENT

OEWD and the Planning Department as applicable and CPMC agreed to the following:

1. Extension of MOU. The MOU is extended to the earlier of November 1, 2012 or the Effective Date of the Development Agreement.

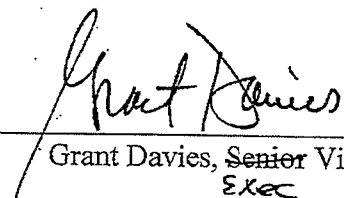
2. Reimbursement. Section 5 of the MOU is deleted. All DA Costs incurred subsequent to the Development Agreement application shall be paid by CPMC in accordance

with the process and procedures described in Section 4 of the MOU. The parties understand and agree that the MOU and this Amendment satisfy the principles and requirements of Chapter 56 as provided in the Development Agreement ordinance lodged with the Clerk of the Board of Supervisors, Board File No. 120366.

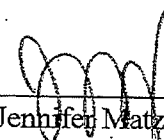
3. MOU Continuing Effect. Except as expressly modified hereby, the provisions of the MOU remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

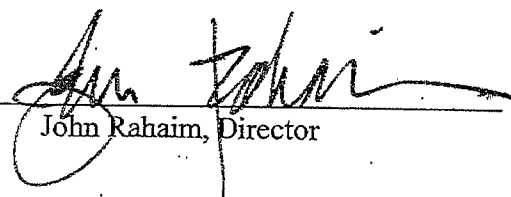
SUTTER WEST BAY HOSPITALS,
a California non-profit public benefit corporation
dba California Pacific Medical Center

By: 
Grant Davies, Senior Vice President Operations
Exec

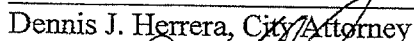
SAN FRANCISCO OFFICE OF ECONOMIC
AND WORKFORCE DEVELOPMENT


By: 
Jennifer Matz, Director

SAN FRANCISCO PLANNING DEPARTMENT

By: 
John Rahaim, Director

APPROVED AS TO FORM:


Dennis J. Herrera, City Attorney

By: 
Deputy City Attorney

ECONOMIC AND WORKFORCE DEVELOPMENT
JENNIFER MATZ, DIRECTOR



CITY AND COUNTY OF SAN FRANCISCO
EDWIN M. LEE, MAYOR

May 30, 2012

Below is the estimated budget for City staff time and materials spent on the preparation and review of documents and plans for the California Pacific Medical Center project from January 1, 2012 through September 30, 2012. This revised budget is based on actual accruals of time and materials as well as reasonable estimates for City departments. Actual invoices will be submitted to the Project Sponsor as costs are incurred on a quarterly basis.

Department	Budget – June 3, 2011 to December 31, 2011	Invoiced to Date	Revised Budget January 1, 2012 to September 30, 2012
Office of Economic and Workforce Development	\$ 120,000.00	\$ 137,883.91	\$ 150,000.00
Department of Public Works	\$ 100,000.00	N/A (Invoiced through OEWD)	N/A
City Attorney	\$ 300,000.00	\$ 274,083.43	\$ 450,000.00
Total	\$ 520,000.00	\$ 411,966.34	\$ 600,000.00

JUN 1 2012

EXHIBIT A (Revised rates as of January 1, 2012)

Rates

City Agency	Title or Position	Rate per hour
City Attorney	Deputy City Attorney	\$ 360.00
City Attorney	Legal Assistant	\$ 170.00
OEWD	Project Director	\$ 103.29
OEWD	Project Manager	\$ 70.85
DPW	Bureau Manager	\$ 215.00
DPW	Senior Engineer	\$ 180.16
DPW	Administrative Engineer	\$ 167.51
DPW	Engineer	\$ 155.62
DPW	Associate Engineer	\$ 134.46
DPW	Assistant Engineer	\$ 115.50
DPW	Junior Engineer	\$ 102.28
DPW	Engineering Associate II	\$ 110.59
DPW	Engineering Associate I	\$ 95.54
DPW	Engineering Assistant	\$ 86.19
DPW	Landscape Architect	\$ 155.62
DPW	Landscape Architectural Associate 2	\$ 134.46
DPW	Landscape Architectural Associate 1	\$ 115.50
DPW	Sr. Architect	\$ 182.18
DPW	Architect	\$ 157.37
DPW	Arch. Admin	\$ 138.60
DPW	Arch. Associate II	\$ 135.97
DPW	Arch. Associate I	\$ 116.79
DPW	Arch. Assistant II	\$ 101.87
DPW	Arch. Assistant I	\$ 92.39
DPW	Environmental Planning Manager III	\$ 161.83
DPW	Project Manager I	\$ 143.91
DPW	Project Manager II	\$ 166.54
DPW	Project Manager III	\$ 202.12
DPW	Secretary II	\$ 72.87
DPW	Senior Clerk Typist	\$ 66.09

City Consultant	Title of Position	Rate per hour
Public Financial Management	Financial Consultants	\$ 275.00