

FILE NO. 160149

Petitions and Communications received from February 12, 2016, through February 22, 2016, for reference by the President to Committee considering related matters, or to be ordered filed by the Clerk on March 1, 2016.

Personal information that is provided in communications to the Board of Supervisors is subject to disclosure under the California Public Records Act and the San Francisco Sunshine Ordinance. Personal information will not be redacted.

From the Office of the Controller, regarding FY2015-2016 Six-Month Budget Status Report. Copy: Each Supervisor. (1)

From State Fish and Game Commission, submitting notice of proposed emergency action to protect endangered winter-run Chinook salmon. Copy: Each Supervisor. (2)

From Congresswoman Jackie Speier, regarding San Francisco Municipal Transportation Agency's proposed "San Francisco Beyond Traffic" submission under the Smart City Challenge. Copy: Each Supervisor. (3)

From California Highway Patrol, regarding activities accomplished in the San Francisco area during 2015. Copy: Each Supervisor. (4)

From T-Mobile West LLC, regarding notification of filing for various T-Mobile West LLC locations. Copy: Each Supervisor. (5)

From West Area CPUC, regarding notification of filing for various Verizon Wireless locations. Copy: Each Supervisor. (6)

From Middle Polk Neighborhood Association, regarding stronger formula retail controls. File No. 160102. Copy: Each Supervisor. (7)

From SafetyBeltSafe U.S.A., regarding Safety Seat Checkup Week 2016. Copy: Each Supervisor. (8)

From David Phillips, regarding L-Taraval streetcar line. Copy: Each Supervisor. (9)

From San Francisco Police Commission, regarding Police Commission Resolution 16-13. File No. 160081. Copy: Each Supervisor. (10)

From concerned citizens, regarding Clean Power SF at Balboa Reservoir. 3 letters. Copy: Each Supervisor. (11)

From concerned citizens, regarding Open Source Voting System project. 5 letters. Copy: Each Supervisor. (12)

From Mark E. Rennie, regarding application for Liquor License Transfer for 488 Hayes Street. File No. 160138. (13)

From Solomon Saltsman & Jamieson, regarding application for Liquor License Transfer for 644 Mission Street. File No. 160142. (14)

From San Francisco Chamber of Commerce, regarding proposed legislation to increase Transportation Sustainability Fee for Non-residential projects. File No. 151257. Copy: Each Supervisor. (15)

From concerned citizens, regarding Mario Woods shooting. 2 letters. Copy: Each Supervisor. (16)

From concerned citizens, submitting signatures for petition titled "San Francisco Needs a Better Plan." 380th signer. Copy: Each Supervisor. (17)

From Maureen D'Amico, regarding bicycle riders. Copy: Each Supervisor. (18)

From Johanna Ward, regarding tent city bordering South of Market area businesses. Copy: Each Supervisor. (19)

From Anastasia Glikshtern, regarding trees of Treasure Island San Francisco. Copy: Each Supervisor. (20)

From Mari Eliza, regarding shuttle bus solutions. Copy: Each Supervisor. (21)

From: CON, Controller (CON)
Sent: Tuesday, February 16, 2016 3:44 PM
To: Calvillo, Angela (BOS); BOS-Supervisors; BOS-Legislative Aides; Kawa, Steve (MYR); Falvey, Christine (MYR); Falvey, Christine (MYR); Tsang, Francis; Elliott, Jason (MYR); Campbell, Severin (BUD); Newman, Debra (BUD); Rose, Harvey (BUD); sfdocs@sfpl.info; gmetcalf@spur.org; bob@sfchamber.com; jballesteros@sanfrancisco.travel; CON-EVERYONE; MYR-ALL Department Heads; CON-Finance Officers
Subject: Controller's Office Report: FY 2015-16 Six-Month Budget Status Report

The City and County of San Francisco Controller's Office has issued its Fiscal Year 2014-15 Six-Month Budget Status Report. The report projects an improvement to current year fund balance of approximately \$58.9 million from the Five Year Financial Plan Update published in December 2015. The improvement is driven primarily by increases in the City's property tax revenues and expenditures savings at the Department of Public Health and Human Services Agency. The projected surplus will be available to address a portion of the estimated \$240.2 million shortfall projected for the coming two fiscal years.

Please follow <http://openbook.sfgov.org/webreports/details3.aspx?id=2276> to view the full report

City and County of San Francisco

Office of the Controller

FY 2015-16 Six-Month Budget Status Report



February 10, 2016



City and County of San Francisco

Office of the Controller

FY 2015-16 Six-Month Budget Status Report

February 10, 2016

Summary

The Controller's Office provides periodic budget status updates to the City's policy makers during the course of each fiscal year, as directed by Charter Section 3.105. This report provides expenditure and revenue information and projections as of December 31, 2015, incorporating more current information up to the date of publication as available. Report highlights include:

- Overall revenue growth and expenditure savings will result in a projected current year ending balance of \$310.2 million, of which \$194.1 million has been appropriated in the FY 2016-17 budget. The drivers of increased fund balance are tax revenue growth above budgeted levels and expenditure savings in the Human Services Agency, Department of Public Health, and citywide labor costs. This represents a net improvement to current year fund balance of approximately \$58.9 million versus the \$246.3 million contained in the Five Year Financial Plan Update and Mayor's Budget Instructions issued in December 2015. That projection did not include a proposed use of \$5.0 million of General Reserve in FY 2015-16, which must be replenished in the budget year.
- The Five Year Financial Plan Update projected shortfalls of \$99.8 million in FY 2016-17 and an additional \$140.4 million in FY 2017-18, for a cumulative total of \$240.2 million. Application of this additional current year fund balance will reduce these shortfalls to \$181.3 million over the two years. These projections will be updated in March 2016.
- There is currently no projected deposit to the Rainy Day Reserve. There is a projected deposit of \$17.0 million to the Budget Stabilization Reserve, a decrease of \$2.4 million from the \$19.4 million deposit anticipated in the budget, due to higher than anticipated FY 2014-15 real property transfer tax results increasing the five-year average deposit threshold. Economic reserves, including the Budget Stabilization Reserve and the City's portion of the Rainy Day Reserve, are projected to total \$264.2 million at year-end, or 6.2% of General Fund revenues. The City's target for economic reserves is 10% of General Fund revenues.

Economic growth is also contributing to increased fund balances at several of the City's enterprises, including the Airport, Port, Building Inspection and Municipal Transportation Agency (MTA), as described in Appendix 4. The exception to this trend is the Public Utilities Commission (PUC), where ending balances are expected to increase by \$19.9 million despite revenue shortfalls because of expenditure savings in debt service, power generation and transmission, project closeouts, and other operating savings.

Table 1. FY 2015-16 Projected General Fund Variances to Budget (\$ Millions)

A. FY 2015-16 Starting Balance	
FY 2014-15 Ending Fund Balance	\$ 390.8
Appropriation in the FY 2015-16 Budget	(180.2)
Subtotal Starting Balance	210.6
B. Current Year Revenues and Expenditures	
Citywide Revenue Surplus	60.4
Baseline Contributions	(9.8)
Departmental Operations	55.8
Approved & Pending Supplemental Appropriations	(5.0)
Projected Use of General Reserve	5.0
Subtotal Current Year Revenues and Expenditures	106.4
C. Withdrawals from / (Deposits) to Reserves	(6.9)
D. FY 2015-16 Projected Ending Balance	310.2
Previous Projected Ending Balance - December 2015	246.3
Use of General Reserve not Previously Projected	(5.0)
E. Improvement versus Last Projection	58.9

A. General Fund Starting Balance

The budget appropriated \$180.2 million in FY 2015-16 and \$194.1 million in FY 2016-17. The General Fund available fund balance at the end of FY 2014-15 was \$390.8 million, or \$16.6 million more than was appropriated.

B. Current Year Revenues and Expenditures

Citywide Revenue Surplus

As shown in Table 2, citywide revenues have improved by \$60.4 million compared to revised budget, primarily due to increased property tax revenue from expected supplemental and escape property tax assessments, as described in Appendix 1. Approximately \$10.8 million of the increase in property tax is due to the end of the state's use of one quarter of the local sales tax share to pay for economic recovery bonds (i.e. the Triple Flip), which is offset by an equivalent decline in sales tax.

Table 2. General Fund Citywide Revenues Variances to Budget (\$ Millions)

	Revised Budget	6-Month Projection	Surplus (Shortfall)
Property Taxes	1,291.0	1,360.0	69.0
Business Taxes	634.5	631.1	(3.4)
Sales Tax - Local 1% and Public Safety	270.9	254.3	(16.6)
Hotel Room Tax	384.1	389.2	5.1
Utility User & Access Line Taxes	139.1	136.2	(3.0)
Parking Tax	89.7	90.7	1.0
Real Property Transfer Tax	275.3	275.3	-
Interest Income	10.7	12.0	1.3
1991 and Public Safety Realignment	205.8	211.3	5.5
Motor Vehicle In-Lieu	-	0.6	0.6
Franchise Taxes	16.8	16.7	(0.1)
Airport Transfer-In	40.8	41.7	0.9
Total Citywide Revenues	3,358.7	3,419.0	60.4

Baseline Contributions

Table 3 shows that due to changes in discretionary revenues, projections for baseline and parking tax in-lieu transfers to the MTA, Public Library and Public Education Enrichment Fund are increased by a net \$9.8 million compared to budget.

Table 3. General Fund Baseline and In-Lieu Transfers (\$ Millions)

	Revised Budget	6-Month Projection	Variance
Aggregate Discretionary Revenues (ADR)	2,958.4	3,014.7	56.3
MTA Baseline 9.2% ADR	272.0	277.1	5.2
MTA Population Change Baseline	25.9	27.7	1.8
Library Baseline 2.3% ADR	67.6	68.9	1.3
Public Education Fund Baseline 0.3% ADR	4.3	4.4	0.1
Total Baseline Transfers	369.8	378.1	8.3
80% Parking Tax in Lieu Transfer to MTA	74.2	75.6	1.4
Total Baselines and In-Lieu Transfers	443.9	453.7	9.8

Departmental Operations

The Controller's Office projects a net departmental operations surplus of \$55.8 million summarized in Table 4 below and further detailed and discussed in Appendix 2.

Table 4. FY 2015-16 Departmental Operating Summary (\$ Millions)

	Revenue Surplus / (Shortfall)	Uses Savings / (Deficit)	Net Surplus / (Shortfall)
Net Shortfall Departments			
City Attorney	(0.4)	(0.0)	(0.5)
Police	(0.4)	-	(0.4)
Subtotal Departments with Net Deficits	\$ (0.8)	\$ (0.0)	\$ (0.9)
Net Surplus Departments			
Human Services	(14.3)	27.8	13.5
General City Responsibility	-	11.9	11.9
Public Health	(18.5)	39.0	20.5
Public Works	3.0	(0.0)	3.0
City Planning	2.5	0.0	2.5
Fire	1.8	(0.5)	1.3
Adult Probation	0.2	0.7	0.9
Treasurer/Tax Collector	(0.4)	1.0	0.6
Elections	0.1	0.4	0.5
Other Net Surplus	(1.3)	3.4	2.1
Subtotal Departments with Net Surplus	\$ (27.0)	\$ 83.7	\$ 56.7
TOTAL	\$ (27.8)	\$ 83.7	\$ 55.8

The Department of Emergency Management, the Department of Public Health, Police Department, Fire Department, Sheriff and possibly the Public Utilities Commission will require supplemental appropriations to shift funding from permanent salaries to cover over-expenditures in overtime, pursuant to San Francisco Administrative Code Section 3.17.

Approved and Pending Supplemental Appropriations

No General Fund supplemental appropriations have been approved this fiscal year to date. There is one pending supplemental appropriation of \$5.0 million of General Reserve, of which \$2.5 million is proposed to be spent on facilities improvements to the Geneva Car Barn, and \$2.5 million is for improvements to Public Health facilities at 35-45 Onondaga Avenue.

Projected Use of General Reserve

This report assumes the use of \$5.0 million from the General Reserve described in the preceding paragraph. Any uses of the Reserve will require a budget year deposit of an equal amount to maintain required funding levels, as shown in section D of Table 1 above. This use will reduce the balance of the Reserve by \$5.0 million and increase the amount needed to fund the reserve by \$5.0 million more than is currently budgeted in FY 2016-17.

C. Withdrawals from / Deposits to Reserves

A total of \$26.3 million is projected to be deposited into reserves, or \$6.9 million more than budgeted, including \$17.0 million to the Budget Stabilization Reserve due to Real Property Transfer Tax revenue above the five-year average and \$9.3 million to the Citywide Budget Savings Incentive Reserve due to projected departmental expenditure savings. There are no projected deposits to the Rainy Day Reserves or the Recreation and Park Savings Incentive Reserve at this time. A discussion of the status of reserves is included in Appendix 3.

D. Projected Ending Fund Balance: \$310.2 Million

Based on the above assumptions and projections, this report anticipates an ending available General Fund balance for FY 2015-16 of \$310.2 million.

E. Improvement versus Last Projection: \$58.9 Million

The projected ending fund balance of \$310.2 million is \$58.9 million higher than the December 2015 Five Year Financial Plan Update fund balance projection of \$246.3 million, which did not include the use of \$5.0 million in General Reserve in the current year. This use of General Reserve will have to be backfilled in the budget year, resulting in a net increase in projected fund balance of \$58.9 million.

F. Other Funds

Special revenue funds are used for departmental activities that have dedicated revenue sources or legislative requirements that mandate the use of segregated accounts outside the General Fund. Some of these special revenue funds receive General Fund baseline transfers and other subsidies.

Enterprise funds are used primarily for self-supporting agencies, including the Airport, Public Utilities Commission and the Port. The Municipal Transportation Agency receives a significant General Fund subsidy.

Projected General Fund Support requirements for these funds are included in the department budget projections in Appendix 2. Appendix 4 provides a table of selected special revenue and enterprise fund projections and a discussion of their operations.

G. Projection Uncertainty Remains

Projection uncertainties include:

- The potential for continued fluctuations in general tax revenues, particularly in transfer tax and business taxes, given the length of the current economic expansion.
- Public Health revenue volatility as a result of Affordable Care Act (ACA) implementation, and negotiations between the state and counties on the new five year Medi-Cal Waiver ("1115 Waiver") to be effective through FY 2019-20. The Controller's Office will continue to work with Public Health staff to update projections for the Nine-Month Report.

H. Additional Projections will be Provided in the Five Year Financial Plan Update (Joint Report) and Nine-Month Budget Status Report

The Five Year Financial Plan Update (Joint Report) will provide revenue and expenditure projections for FY 2016-17 through FY 2019-20 in mid-March, 2016. FY 2015-16 projections will be updated in the Nine-Month Budget Status Report, scheduled to be published in early May 2016.

I. Six-Month Overtime Report

Administrative Code Section 18.13-1 requires the Controller to submit overtime reports to the Board of Supervisors at the time of the Six-Month and Nine-Month Budget Status Reports, and annually. Appendix 5 presents budgeted, actual, and projected overtime.

J. Appendices

1. General Fund Revenues and Transfers In
2. General Fund Department Budget Projections
3. Status of Reserves
4. Other Funds Highlights
5. Overtime Report

Appendix 1. General Fund Revenues and Transfers In

As shown in Table A1-1, total General Fund revenues are projected to be \$56.2 million above revised budget. Of this total, \$60.4 million is due to improvements in citywide revenue as discussed in this Appendix 1.

The FY 2015-16 budget assumed slowing growth in tax revenues throughout the fiscal year. Property taxes are expected to exceed budgeted amounts in part due to increases in supplemental and escape revenue. Approximately \$10.8 million of the increase in property tax is due to the end of the state's use of one quarter of the local sales tax share to pay for economic recovery bonds (i.e. the Triple Flip), which is offset by an equivalent decline in sales tax. Gains in property tax revenues are partially offset by reductions to projected business taxes, telephone utility user taxes, and access line taxes. Selected citywide revenues are discussed below.

Table A1-1: Detail of General Fund Revenue and Transfers In

GENERAL FUND (\$ Millions)	FY 2014-15		FY 2015-16		
	Year End Actual	Original Budget	Revised Budget	6-Month Projection	Surplus/ (Shortfall)
PROPERTY TAXES	\$ 1,272.6	\$ 1,291.0	\$ 1,291.0	\$ 1,360.0	\$ 69.0
BUSINESS TAXES	609.6	634.5	634.5	631.1	(3.4)
OTHER LOCAL TAXES					
Sales Tax	140.1	172.9	172.9	157.9	(15.0)
Hotel Room Tax	394.3	384.1	384.1	389.2	5.1
Utility Users Tax	99.0	93.6	93.6	91.5	(2.1)
Parking Tax	87.2	89.7	89.7	90.7	1.0
Real Property Transfer Tax	314.6	275.3	275.3	275.3	-
Stadium Admission Tax	1.3	1.4	1.4	1.4	-
Access Line Tax	48.9	45.6	45.6	44.7	(0.9)
Total Other Local Taxes	1085.4	1062.5	1062.5	1050.6	(11.9)
LICENSES, PERMITS & FRANCHISES					
Licenses & Permits	11.3	10.4	10.4	10.4	-
Franchise Tax	16.5	16.8	16.8	16.7	(0.1)
Total Licenses, Permits & Franchises	27.8	27.2	27.2	27.1	(0.1)
FINES, FORFEITURES & PENALTIES	6.4	4.6	4.5	4.6	0.0
INTEREST & INVESTMENT INCOME	11.7	10.7	10.7	12.0	1.3
RENTS & CONCESSIONS					
Garages - Rec/Park	11.9	9.0	9.0	9.0	-
Rents and Concessions - Rec/Park	9.6	6.0	6.0	6.0	-
Other Rents and Concessions	3.0	0.5	0.5	0.5	-
Total Rents and Concessions	24.5	15.4	15.4	15.4	-
INTERGOVERNMENTAL REVENUES					
Federal Government					
Social Service Subventions	234.9	240.7	244.1	237.1	(6.9)
Other Grants & Subventions	-9.0	2.2	2.2	2.2	0.0
Total Federal Subventions	225.9	242.9	246.2	239.3	(6.9)
State Government					
Social Service Subventions	194.4	211.1	212.2	203.1	(9.1)
Health & Welfare Realignment - Sales Tax	129.8	137.7	137.7	138.8	1.1
Health & Welfare Realignment - VLF	27.6	31.8	31.8	34.6	2.8
Health & Welfare Realignment - CalWORKs MOE	14.9	25.4	25.4	23.3	(2.2)
Health/Mental Health Subventions	73.2	102.2	102.2	110.6	8.4
Public Safety Sales Tax	94.0	98.0	98.0	96.4	(1.6)
Motor Vehicle In-Lieu	0.6	-	-	0.6	0.6
Public Safety Realignment (AB109)	32.1	36.4	36.4	37.9	1.5
Other Grants & Subventions	40.8	15.1	15.1	19.2	4.1
Total State Grants and Subventions	607.3	657.6	658.7	664.5	5.8
Other Regional Government					
Redevelopment Agency	3.2	3.7	3.8	3.4	(0.4)
CHARGES FOR SERVICES:					
General Government Service Charges	54.5	56.0	56.2	60.7	4.4
Public Safety Service Charges	38.4	36.3	36.3	36.3	-
Recreation Charges - Rec/Park	20.9	18.8	18.8	18.8	-
MediCal, MediCare & Health Service Charges	78.4	78.2	78.2	74.3	(3.9)
Other Service Charges	18.4	16.5	16.5	16.5	(0.0)
Total Charges for Services	210.6	205.8	206.0	206.5	0.5
RECOVERY OF GEN. GOV'T. COSTS	5.8	9.7	9.7	9.7	-
OTHER REVENUES	8.4	32.0	32.0	30.9	(1.1)
TOTAL REVENUES	4,099.1	4,197.5	4,202.3	4,255.2	52.9
TRANSFERS INTO GENERAL FUND:					
Airport	40.5	40.8	40.8	41.7	0.9
Other Transfers	121.6	165.9	165.9	168.4	2.5
Total Transfers-In	162.1	206.8	206.8	210.1	3.4
TOTAL GENERAL FUND RESOURCES	\$ 4,261.2	\$ 4,404.3	\$ 4,409.1	\$ 4,465.3	\$ 56.2

Property Tax revenue in the General Fund is projected to be \$69.0 million (5.3%) above budget and \$87.4 million (6.9%) over prior year actual revenue. Approximately \$21.6 million of the improvement is due to increases in expected supplemental and escape property tax assessments. Reduced need to fund the Assessment Appeals Reserve results in an additional \$15.0 million in expected revenue, and actual growth in the secured assessment roll increases revenue by \$12.5 million. As the secured assessment roll grows, it affects the Vehicle License Fee (VLF) backfill component, increasing projected revenue by \$2.8 million. Actual growth in the unsecured assessment roll increases revenue by a projected \$4.4 million. Updated estimates of tax penalties and redevelopment project area statutory pass-throughs result in \$3.2 million. The remaining \$10.8 million difference from budget reflects an expected shift from revenue budgeted as sales tax that will be realized as property tax, due to changes in the implementation of the sales tax in-lieu (Triple Flip) expiration. Property tax set asides to special revenue funds are increased by \$7.5 million, as shown below.

Property Tax Set Asides

	Original Budget	6-Month Projection	Variance
Children's Fund	59.9	62.9	2.9
Open Space Fund	46.1	48.4	2.3
Library Preservation Fund	46.1	48.4	2.3
Total	152.1	159.6	7.5

Business Tax revenues in the General Fund include business registration fees, payroll taxes, gross receipts taxes and administrative office taxes. Business tax revenue is projected to be \$3.4 million (0.5%) below budget, and \$15.0 million (2.4%) over prior year actual revenues. The projected growth in business tax revenues is expected to be supported by strong growth in wages and employment in San Francisco continued from last fiscal year. In FY 2014-15, the Bureau of Labor Statistics reported 5.6% growth in employment and 13.5% wage growth over the previous fiscal year.

The City began phasing out its payroll tax in the last half of FY 2013-14 while phasing in a gross receipts tax. The first half of FY 2015-16 saw an increase in payroll tax collections despite a lower tax rate. This growth is mostly due to stronger than expected growth in employment and wages. In addition, there were large increases in gross receipts collections, which are mostly due to the increase in the gross receipts tax rate. However, total Business Tax growth has been largely offset by tax refunds from prior year's tax filings. The increase in tax refunds is a result of taxpayers overpaying on the new tax structure during the prior fiscal year in order to avoid penalties from underpaying.

Business registration revenues are projected to be \$8.7 million (19.6%) below budget and \$2.2 million (4.4%) greater than FY 2014-15 actual revenues. At the time the budget was prepared, business registration tax renewal payments for FY 2014-15 had not been completed. Revenue from prior years collected in June and July, 2015, came in significantly lower than expected, reducing base expectations for business registration tax collections in FY 2015-16. This reduction in base is a result of business registration tax shifting from a payroll-based schedule to a gross receipts-based schedule beginning in FY 2014-15.

Local Sales Tax revenues are projected to be \$15.0 million (8.7%) below budget, and \$17.8 million (12.7%) over prior year actual revenues. Adjusting for the expiration of the Triple Flip, the increase is \$5.6 million (4.0%). The two primary reasons for the reduction in the projection from the budget are a reduction in sales tax revenue from the Triple Flip unwinding, from \$23.0 million assumed in the FY 2015-16 budget to \$12.2 million, and a reduction to the underlying growth assumption from 5.5% to 4.0%. Average growth in FY 2015-16 through the January allocation is 0.8% over the same period prior year mainly due to lower fuel prices and several large one-time reallocations. However, the growth is projected to rebound in the remaining quarters because of the continuing strength in the local economy.

In addition, any change in the state and federal law on the sales tax allocation for the online sales and order fulfillment strategies for online retailers may significantly affect sales tax projections.

Hotel Room Tax revenues are projected to be \$5.1 million (1.3%) above budget and \$5.0 million (1.3%) below prior year actual revenues. The increase over budget is due to strong collections growth in the first half of the fiscal year and continued increases in the average room rates. The decrease in actuals from prior year is a result of large changes to litigation-related deferrals and prior year payments. On a cash basis, continued growth over prior year revenue is expected to be strong, if slightly lower than in previous years, at 7.0%.

The average monthly increase in Revenue per Available Room (RevPAR), which is the combined effect of occupancy, average daily room rates, and room supply, during the first five months of FY 2015-16 was approximately 4.9% over the same period prior year. In October 2015, room rates reached an all-time high, averaging \$315 per night, a 5% increase from October 2014.

San Francisco and a number of other jurisdictions in California and the U.S. are currently involved in litigation with online travel companies regarding the companies' duty to remit hotel taxes on the difference between the wholesale and retail prices paid for hotel rooms. Final year-end revenue will be either greater or less than our projection depending on developments with these lawsuits.

Utility Users Tax revenues are projected to be \$2.1 million (2.2%) below budget and \$7.5 million (7.6%) below prior year actual revenues. The expected decline from budget and prior year actual revenue is due in part to lower than expected collections in the first half of the fiscal year. The reason for the slower growth is in part due to new filing forms that split out the telephone users tax from gas and electric utility users tax. A large number of filers have been filing incorrectly, and the Tax Collector cannot recognize revenues from incorrectly filed returns. While it is expected that the City will recoup the lost revenue from these incorrectly filed forms, there is some risk that the revenue will not be collected and recognized until FY 2016-17. The remainder of the decline in revenues is due to one-time prior year payments received in FY 14-15 that will not recur in FY 2015-16.

Parking Tax revenues are projected to be \$1.0 million (1.1%) above budget and \$3.5 million (3.0%) over prior year revenues. Continued growth in business activity and employment, as reflected in increases to business registration, payroll and sales tax projections, is driving increases in parking tax revenues from the prior year. Parking tax revenues are deposited into

the General Fund, from which an amount equivalent to 80% is transferred to the MTA for public transit under Charter Section 16.1110.

Real Property Transfer Tax revenues are projected to be equal to budget and \$39.3 million (14.3%) below prior year actual revenues. Transfer tax revenue is one of the General Fund's most volatile sources and is highly dependent on a number of factors, including investor interest, economic cycles, interest rates, property values and credit availability, all of which have been favorable for San Francisco commercial and residential real estate in the past four years. Strong demand from institutional investors and owner-users for San Francisco real estate across all property types (office, hotel, retail, and residential) has continued from the prior year into FY 2015-16, albeit at a slightly slower pace. This is due in large part to the continued growth of underlying market fundamentals, such as strong tenant demand, rental rates, and occupancy rates, and the relative attractiveness of San Francisco real estate compared with other investment options worldwide.

Access Line Tax revenues are projected to be \$0.9 million (2.0%) below budget, and \$4.2 million (8.5%) below prior year actual revenues. Similar to utility users taxes, most of this decline is due to a reduction in one-time prior year payments received FY 2014-15, making the revenue collections higher than the underlying tax base growth.

Interest & Investment revenues are projected to be \$1.3 million (12.3%) above budget in the General Fund and \$0.3 (2.7%) million above prior year actual revenues. Average monthly pooled interest rates were higher than budgeted, and revenues through December were above budgeted amounts as a result. The revenue surplus is net of a reduction in interest revenue of \$0.8 million allocated to the Treasurer-Tax Collector (TTX) because of expenditure savings. TTX only receives interest revenue up to the level of eligible expenditures. Any reductions to TTX interest revenue become unallocated General Fund interest revenue.

State and Federal Grants and Subventions are projected to be \$1.1 million (-0.1%) below budget and \$70.1 million (8.5%) greater than prior year actual revenues. Decreases of \$18.2 million in federal and state social service subventions are partially offset by an increases of \$8.4 million in Public Health state subventions. State subventions considered to be citywide sources further offset social service subvention reductions, with a \$4.0 million surplus projected in 1991 Health and Welfare realignment revenue due to \$3.4 million more than projected growth and caseload arrears payments assumed in the budget; a \$4.1 million of unbudgeted SB90 state mandate program cost reimbursement revenue; and, a reduction of \$1.6 million in projected public safety sales tax receipts primarily due to lower than projected growth in the statewide sales tax growth from reduced gasoline prices.

Appendix 2. General Fund Department Budget Projections

Table A2-1. General Fund Supported Operations (\$ millions) *Note: Figures may not sum due to rounding*

GENERAL FUND (\$ MILLIONS)	Expenditures - Revised Budget	Expenditures -Projected Year End	Revenue Surplus/ (Deficit)	Expenditure Savings/ (Deficit)	Net Surplus/ (Deficit)	Notes
PUBLIC PROTECTION						
Adult Probation	34.6	33.9	0.2	0.7	0.9	1
Superior Court	31.7	31.7	-	-	-	
District Attorney	42.0	42.0	-	-	-	
Emergency Management	48.8	48.8	-	-	-	2
Fire Department	325.3	325.8	1.8	(0.5)	1.3	3
Juvenile Probation	39.6	39.4	0.2	0.2	0.4	4
Public Defender	31.5	31.1	-	0.4	0.4	5
Police	478.2	478.2	(0.4)	-	(0.4)	6
Sheriff	185.6	185.6	0.4	-	0.4	7
PUBLIC WORKS, TRANSPORTATION & COMMERCE						
Public Works	52.3	52.3	3.0	(0.0)	3.0	8
Economic & Workforce Development	35.9	34.8	(1.1)	1.1	-	9
Board of Appeals	0.9	0.9	-	-	-	
HUMAN WELFARE & NEIGHBORHOOD DEVELOPMENT						
Children, Youth and Their Families	32.9	32.9	-	-	-	
Human Services Agency	795.7	767.9	(14.3)	27.8	13.5	10
Human Rights Commission	2.8	2.8	-	-	-	
Status of Women	6.8	6.8	-	-	-	
COMMUNITY HEALTH						
Public Health	1,122.9	1,083.9	(18.5)	39.0	20.5	11
CULTURE & RECREATION						
Asian Art Museum	10.0	10.0	-	-	-	
Arts Commission	5.1	5.0	-	-	-	
Fine Arts Museum	14.4	14.1	-	0.4	0.4	
Law Library	1.6	1.6	-	-	-	
Recreation and Park Department	83.4	83.4	-	-	-	
Academy of Sciences	5.4	5.4	-	-	-	
GENERAL ADMINISTRATION & FINANCE						
City Administrator	46.4	46.0	(0.2)	0.5	0.2	12
Assessor/Recorder	20.2	20.0	(0.2)	0.2	-	13
Board of Supervisors	14.1	13.5	(0.3)	0.6	0.3	14
City Attorney	9.9	9.9	(0.4)	(0.0)	(0.5)	15
Controller	12.8	12.2	-	-	-	
City Planning	36.0	36.0	2.5	0.0	2.5	16
Civil Service Commission	0.8	0.8	-	-	-	
Ethics Commission	2.7	2.7	-	-	-	
Human Resources	13.3	13.3	-	-	-	
Health Service System	0.8	0.8	-	-	-	
Mayor	23.4	23.4	-	-	-	
Elections	18.8	18.4	0.1	0.4	0.5	17
Technology	2.8	2.8	-	-	-	
Treasurer/Tax Collector	28.0	27.0	(0.4)	1.0	0.6	18
GENERAL CITY RESPONSIBILITY						
	155.1	143.2	-	11.9	11.9	19
TOTAL GENERAL FUND	3,772.4	3,688.2	(27.8)	83.7	55.8	

Notes to General Fund Department Budget Projections

The following notes provide explanations for the projected variances for select departments' actual revenues and expenditures compared to the revised budget.

1. Adult Probation

The Adult Probation Department projects to end the fiscal year with a net surplus of \$0.9 million. This is a result of a \$0.2 million projected revenue surplus, due to anticipated collections of mandatory supervision probation fees, and an expenditure savings of \$0.7 million due to \$0.9 million in salary and fringe benefit savings partially offset by a \$0.2 million over expenditure in workers compensation.

2. Emergency Management

The Department of Emergency Management projects to end the fiscal year within budget. A supplemental reappropriation will be requested to transfer salary and benefit savings to support a projected shortfall in overtime expenditures, per Administrative Code section 3.2. The overtime spending increases are mainly due to fewer new hires than anticipated, the continued increase in call volume, and efforts to improve emergency call response times.

3. Fire Department

The Fire Department projects to end the fiscal year with a net surplus of \$1.3 million. The Department projects a \$1.7 million surplus in plan check revenue and \$0.5 million surplus in overtime service fee revenue that are partially offset by a \$0.4 million decrease in net insurance and other revenue. Expenditures are expected to be \$0.5 million over budget primarily due to additional overtime needs for the increased plan check services. The Department anticipates it will request a supplemental appropriation of \$0.5 million of surplus overtime fee revenue to cover related overtime needs, and will also request to reappropriate regular salaries and fringe benefit savings to overtime salaries pursuant to Administrative Code Section 3.2.

4. Juvenile Probation

The Juvenile Probation Department projects to end the fiscal year with a net surplus of \$0.4 million, due to a projected increase of \$0.2 million from juvenile activity and camps revenue and a projected salary and benefit savings of \$0.2 million.

5. Public Defender

The Public Defender projects to end the fiscal year with a net surplus of \$0.4 million, primarily salary and benefit savings due to employee resignations and retirements, delayed hiring, and employees on unpaid leave and part-time status.

6. Police Department

The Police Department projects to end the fiscal year with a net deficit of \$0.4 million due to a shortfall in alarm permits and false alarm response revenue. Expenditures are projected to be within budget. The Department expects to request a supplemental to reappropriate regular salaries and fringe benefit savings for overtime expenses.

7. Sheriff

The Sheriff's Department projects to end the fiscal year with a net surplus of \$0.4 million due to an increase in housing of federal prisoners revenue of \$0.5 million, partially offset by a

\$0.1 million deficit in civil fees and other revenue. The Department projects expenditures to be within budget, however an over expenditure in overtime pay of \$7.2 million is projected due to the department's determination of and adherence to minimum staffing levels. When staffing falls below the minimum, due to staff attrition or leave use, the department uses overtime to meet staffing requirements. The department will request a supplemental to reallocate budget authority to overtime from regular salaries and fringe benefits.

8. Public Works

The Department of Public Works projects a net revenue surplus of \$3.0 million due to a transfer of \$2.5 million from the MTA for higher than expected reimbursement of prior year litigation related expenditures on the Fourth Street Bridge project, and increases in street space permits and right-of-way assessments.

9. Economic and Workforce Development

The Office of Economic and Workforce Development projects to end the year within budget. The Department projects a revenue shortfall of \$1.1 million primarily due to decreased developer revenues, fully offset by net expenditure savings of \$1.1 million due to the decreased need for services to support developer activities.

10. Human Services Agency

The Human Services Agency projects to end the fiscal year with a \$13.5 million surplus due to \$27.8 million of projected expenditure savings partially offset by a revenue shortfall of \$14.3 million. Overall expenditure savings are mainly comprised of \$7.2 million in in-home supportive services, \$5.0 million in foster care assistance payments, \$12.3 million in Medi-Cal, and \$2.2 million in CalWORKs. An overall revenue shortfall is primarily due to \$4.9 million in reductions in foster care support, \$7.2 million less in in-home supportive services revenue, \$4.2 million lower than budget in Medi-Cal, and \$2.2 million lower than budget in CalWORKs, partially offset by \$4.1 million better than expected federal and state revenues.

Aid Assistance Programs

Lower than expected caseloads across the County Adult Assistance and in the CalWORKs programs result in combined expenditure savings of \$3.6 million and associated revenue shortfalls of \$2.2 million, for a net surplus of \$1.4 million.

Foster Care and Foster Care Childcare

Lower than expected caseloads across Foster Care and Foster Care Childcare also results in projected expenditure savings of \$5.0 million and associated revenue shortfalls of \$4.9 million, for a net surplus of \$0.2 million

Table A2.2. Human Services Agency (\$ Millions)

Program	Sources Surplus / (Shortfall)	Uses Savings / (Deficit)	Net Surplus / (Deficit)
In Home Supportive Services (IHSS)	(7.2)	7.2	0.0
Foster Care & Foster Care Child Care	(4.9)	5.0	0.2
CalWORKs Assistance	(2.2)	2.2	0.0
CAAP Assistance	0.0	1.4	1.4
Medi-Cal Administration	(4.2)	12.3	8.1
All Other Programs	4.1	(0.3)	3.8
Total All Programs	\$ (14.3)	\$ 27.8	\$ 13.5

11. Public Health

The Department of Public Health projects to end the fiscal year with a net General Fund surplus of \$20.5 million. Overall department revenues are projected to be \$18.5 million below budget, and expenditures are projected to be \$39.0 million less than budgeted.

Table A2.3. Department of Public Health by Fund (\$ Millions)

Fund	Sources Surplus/ (Shortfall)	Uses Savings/ (Deficit)	Net Surplus/ (Shortfall)
Public Health General Fund	4.5	4.1	8.6
Laguna Honda Hospital	3.6	(0.1)	3.5
Zuckerberg San Francisco General Hospital	(26.6)	35.0	8.5
Total	(18.5)	39.0	20.5

Public Health General Fund

Department of Public Health General Fund programs, including Primary Care, Mental Health, Substance Abuse, Jail Health, Health at Home, and Population Health & Prevention, have a combined revenue surplus of \$4.5 million. This includes \$4.3 million higher than expected reimbursement from Short Doyle Medi-Cal for Mental Health, \$1.7 million higher than budgeted revenue State Alcohol Funds. These revenue surpluses are partially offset by Primary Care revenues \$1.5 million below budget. Expenditures are expected to be \$4.1 million below budget, primarily due to delays in hiring new positions budgeted to improve primary care access standards under the ACA.

Section 12.6 of the administrative provisions of the Annual Appropriation Ordinance authorizes the Controller to defer surplus transfer payments, indigent health revenues, and Realignment funding to offset future reductions or audit adjustments associated with the Affordable Care Act and funding allocations for indigent health services. This provision was adopted by the Board of Supervisors to smooth volatile state and federal revenues that can lead to large variances between budgeted and actual amounts due to unpredictable timing of payments, major changes in projected allocations, and delays in final audit settlements. The current accumulated Management Reserve of \$95.2 million includes anticipation of revenue reductions to State Realignment payments, potential liability of disallowed SB1128 reimbursement, reduction in capitation rates for the Medi-Cal expansion population, State recoupment of Realignment funds under AB85 and reductions to supplemental payments for Medi-Cal managed care.

Laguna Honda Hospital

The Department projects a \$3.5 million net surplus at Laguna Honda Hospital. A \$3.6 million revenue surplus is due to increased patient census and recovery of Distinct Part Nursing Facility supplemental revenues. Expenditures are projected to be \$0.1 million above budget in personnel cost.

Zuckerberg San Francisco General Hospital

The Department projects \$8.5 million surplus at Zuckerberg San Francisco General Hospital. Revenues are \$26.6 million below budget, although these revenue shortfalls are associated with an offsetting expenditure savings due to lower than budgeted transfers out to project funds and for intergovernmental transfer (IGT) payments. Under the new Medi-Cal 1115 Waiver currently in development, gross revenues from the Public Hospital Redesign and Incentives in Medi-Cal (PRIME) program and Global Payment Program (GPP) will be

\$22.1 million below budget. \$15.1 million of this amount is offset by reduced County IGTs required to draw federal funds under the waiver. The adopted budget included \$18 million in revenue appropriation to allow certain surplus revenues to be transferred into project funds. The Department projects that these revenues will not be realized, but the shortfall is offset by equal expenditure savings in operating transfers out. Net fee-for-service patient revenues are \$29.2 million above budget due to higher than budgeted Medi-Cal and Medicare payment rates and continued improved Medi-Cal enrollment under the Presumptive Eligibility program. Capitation revenues are below budget by \$18.9 million primarily due to a 29.3 percent reduction in the capitation rate for Medi-Cal Expansion enrollees in effect since July, 2015. State Realignment is projected to be \$3.5 million above budget. The Department expects to request a supplemental to reappropriate regular salaries and fringe benefit savings for overtime expenses

Expenditures are projected to be below budget by \$35.0 million. \$29.2 million of this savings is due to lower than budgeted operating transfers out to project funds and for IGTs as discussed above. The department projects \$5.9 million surplus in salary and fringe benefits due to delays in hiring positions not backfilled with per diem or overtime staffing, such as information technology, clerical, and interpreter positions.

12. City Administrator

The City Administrator projects a net \$0.2 million surplus at year end. A revenue shortfall of \$0.2 million is projected due to fee, fine, and license revenues coming in lower than expected. Expenditure savings of \$0.5 million are projected, including savings of \$1.7 million in salary and benefits, \$1.2 million in nonpersonnel services, and \$0.3 million in project closeouts. These savings are partially offset by a reduction in work order recoveries of \$2.8 million.

13. Assessor Recorder

The Assessor Recorder projects to end the fiscal year within budget. The Department projects a revenue shortfall of \$0.2 million primarily due to slower growth in the collection of recording fees compared to the prior year, offset by \$0.2 million in expenditure savings due mainly to hiring delays.

14. Board of Supervisors

The Board of Supervisors projects a \$0.3 million surplus at the end of the fiscal year, driven by a \$0.3 million surcharge and fee revenue shortfall, and \$0.5 million in salary and benefit savings due to vacancies, as well as \$0.1 million savings in professional services.

15. City Attorney

The City Attorney's Office projects a net \$0.5 million year-end shortfall largely due to a projected \$0.4 million less in revenue from the Office of Community Investment and Infrastructure for legal support needs. Increases to work order recoveries in the second half of the year may address the projected shortfall.

16. City Planning

The City Planning Department projects to end the year with a net surplus of \$2.5 million, due to a revenue surplus from enforcement, planning cases, other permit fee collections. This surplus is net of a \$2.5 million revenue deferral for the portion of fee collections not earned in the current year, which will increase the projected year-end deferred revenue balance to

\$13.8 million. The department may request a supplemental to appropriate a portion of current year fee revenue.

17. Elections

The Elections Department projects to end the fiscal year with a net \$0.5 million surplus due to a \$0.1 million revenue surplus from ballot argument fees associated with the June 2016 election and an expenditure savings of \$0.4 million primarily due to savings in salary and fringe benefits.

18. Treasurer/Tax Collector

The Treasurer/ Tax Collector projects to end the fiscal year with a net surplus of \$0.6 million as a result of a projected revenue shortfall of \$0.4 million in pooled interest offset by a \$1.0 million salary and fringe benefit savings primarily due to a delay in hiring staff to fill vacant positions.

19. General City Responsibility

General City Responsibility contains funds that are allocated for use across various City departments. Savings of \$11.9 million are projected due to updated information about the City's need to fund departmental expenditures related to labor contract (MOU) provisions. Salary savings in many departments, due in part to delayed hiring and separations, are projected to be available cover a portion of the costs that would normally be covered by the Reserve. Projections assume that funds appropriated for nonprofit COLAs and minimum wage increases are allocated to departments, as reflected in the update to the Five Year Financial Plan issued on December 7, 2015.

Appendix 3. Status of Reserves

Various code and Charter provisions govern the establishment and use of reserves. Reserve uses, deposits, and projected year-end balances are displayed in Table A3.1 and discussed in detail below. Table A3.1 also includes deposits and withdrawals included in the approved FY 2016-17 budget.

Table A3.1 Reserve Balances (\$ millions)

	FY 2014-15		FY 2015-16			FY 2016-17		
	Ending Balance	Starting Balance	Projected Deposits	Projected Withdrawals	Projected Ending Balance	Budgeted Deposits	Budgeted Withdrawals	Projected Ending Balance
General Reserve	\$ 55.6	\$ 73.4	\$ -	\$ (5.0)	\$ 68.4	\$ 12.0	\$ -	\$ 80.4
Budget Savings Incentive Fund	-	33.9	9.3	-	43.2	-	-	43.2
Recreation & Parks Savings Incentive Reserve	-	10.6	-	(3.1)	7.5	-	(3.1)	4.4
Rainy Day Economic Stabilization Reserve	-	-	-	-	-	-	-	-
Rainy Day Economic Stabilization City Reserve	71.9	71.9	-	-	71.9	-	-	71.9
Rainy Day Economic Stabilization School Reserve	42.1	42.1	-	-	42.1	-	-	42.1
Rainy Day One-Time Reserve	43.1	43.1	-	-	43.1	-	-	43.1
Budget Stabilization Reserve	132.3	132.3	17.0	-	149.3	-	-	149.3
Salary and Benefits Reserve	20.2	34.0	-	(22.1)	11.9	14.0	(14.0)	-
Total	365.1	441.3	26.3	(30.2)	437.4	26.0	(17.1)	434.4
Economic reserves					264.2			
Economic reserves as a % of General Fund revenues					6.2%			

General Reserve: To date, no supplemental appropriations have been approved. There is a pending supplemental appropriation of \$5.0 million of General Reserve, of which \$2.5 million is proposed to spent on facilities improvements to the Geneva Car Barn, and \$2.5 million is for improvements to Public Health Facilities at 35–45 Onondaga Avenue. Our projection assumes this supplemental appropriation will be approved by the Board of Supervisors, resulting in a projected ending balance of \$68.4 million, which will be carried forward to FY 2016-17. The approved budget includes a \$12.0 million deposit to the reserve in FY 2016-17, which will have to be increased by \$5.0 million as discussed in section B of the report above.

Pursuant to a financial policy approved by the Board of Supervisors in 2011 and codified in Administrative Code Section 10.60(b), year-end balances in the General Reserve are carried

forward into subsequent years and thereby reduce the amount of future appropriations required to support minimum reserve requirements established by the policy. For FY 2015-16 and FY 2016-17, the policy requires the General Reserve to be no less than 1.75% and 2.0% of budgeted regular General Fund revenues, respectively. The current balance of the reserve is \$73.4 million.

Budget Savings Incentive Fund: The Citywide Budget Savings Incentive Fund (authorized by Administrative Code Section 10.20) receives 25% of year-end departmental expenditure savings to be available for one-time expenditures, unless the Controller determines that the City's financial condition cannot support deposits into the fund. At FY 2014-15 year end, the Reserve balance was \$33.9 million. Projected deposits of \$9.3 million and no budgeted uses result in a projected year-end balance of \$43.2 million. The current budget did not appropriate any of the balance for use in FY 2016-17.

Recreation and Parks Savings Incentive Reserve: The Recreation and Parks Saving Incentive Reserve, established by Charter Section 16.107(c), is funded by the retention of year-end new revenue and net expenditure savings by the Recreation and Parks Department. This Reserve ended FY 2014-15 with \$10.6 million, of which \$3.1 million was appropriated for FY 2015-16 uses. No deposits are projected for the current fiscal year, leaving a projected ending balance of \$7.5 million. Note that the current budget also appropriated \$3.1 million in uses for FY 2016-17.

Rainy Day Economic Stabilization Reserve: Charter Section 9.113.5 establishes a Rainy Day Economic Stabilization Reserve funded by 50% of excess of revenue growth in good years, which can be used to support the City General Fund and San Francisco Unified School District operating budgets in years when revenues decline. The Rainy Day Economic Stabilization Reserve began the year with \$71.9 million.

Charter Section 9.113.5 was amended in November 2014 with the passage of Proposition C, which replaced the Rainy Day Economic Stabilization Reserve with two separate reserves—the School Reserve and the City Reserve. Of the excess revenue growth formerly deposited to the Rainy Day Economic Stabilization Reserve, 75% will be deposited to the City Reserve and 25% to the School Reserve. No deposits or withdrawals are currently projected.

Rainy Day One-Time Reserve: Charter Section 9.113.5 establishes a Rainy Day One-Time Reserve funded by 25% of excess revenue growth, which can be used for one-time expenses. This Reserve began the year with \$43.1 million. There is no budgeted withdrawal or anticipated deposits in the current year.

Budget Stabilization Reserve: Established in 2010 by Administrative Code Section 10.60(c), the Budget Stabilization reserve augments the Rainy Day Economic Stabilization Reserve. The Budget Stabilization Reserve is funded by the deposit each year of 75% of real property transfer taxes above the prior five year average (adjusted for policy changes) and ending unassigned fund balance above that appropriated as a source in the subsequent year's budget. The current balance of the Reserve is \$132.3 million. The budget assumed a \$19.4 million deposit in FY 2015-16, however, given higher than anticipated FY 2014-15 year end results, the prior five year

average is increased, resulting in a projected decrease in the deposit of \$2.4 million. The projected ending balance for FY 2015-16 is \$149.3 million.

Salary and Benefits Reserve: Administrative Provisions Section 10.4 of the Annual Appropriation Ordinance (AAO) authorizes the Controller to transfer funds from the Salary and Benefits Reserve, or any legally available funds, to adjust appropriations for employee salaries and related benefits for collective bargaining agreements adopted by the Board of Supervisors. The Salary and Benefits Reserve had a fiscal year starting balance of \$34.0 million (\$20.2 million carried forward from FY 2014-15 and \$13.8 million appropriated in the FY 2015-16 budget). As of February 2, 2016, the Controller's Office has transferred \$1.2 million to City departments and anticipates transferring an additional \$20.9 million to City departments by year-end, as detailed in Table A3-2 below, resulting in a savings of \$11.9 million.

Table A3-2. Salary and Benefits Reserve (\$ millions)

Sources	
Adopted AAO Salary and Benefits Reserve	\$ 13.9
Carryforward balance from FY 2014-15	20.2
Total Sources	34.0
 Uses	
Transfers to Departments	
SEIU as needed temporary employees healthcare (Q1 & Q2)	0.6
Training, development, and recruitment	0.5
Visual display terminal insurance (Q1, Q2)	0.1
Benefit payment refunds	0.1
Total Transfers to Departments	1.2
 Anticipated Allocations	
Public Safety, including wellness, premium, and one-time payouts	13.2
Citywide premium, retirement and severance payouts	5.6
Various training, tuition, and other reimbursements	1.4
SEIU as needed temporary employees healthcare (Q3 & Q4)	0.6
Visual display terminal insurance (Q3 & Q4)	0.1
Total Anticipated Allocations	20.9
 Total Uses	 22.1
 Net Surplus / (Shortfall)	 \$ 11.9

Appendix 4. Other Funds Highlights

Table A4-1. Other Fund Highlights, \$ Millions

	Prior Year		FY 2015-16					FY 2016-17		Notes
	FY 2014-15 Year End Fund Balance	Fund Balance Used in FY 2015-16 Budget	Starting Available Fund Balance	Sources Surplus/ (Deficit)	Uses Savings/ (Deficit)	Net Operating Surplus/ (Deficit)	Estimated Year-end Balance	Board Approved Budgeted Use		
<u>SELECT SPECIAL REVENUE AND INTERNAL SERVICE FUNDS</u>										
Building Inspection Operating Fund	\$ 2.0	\$ 1.5	\$ 0.5	\$ 11.2	\$ 4.2	\$ 15.4	\$ 15.9	\$ -	1	
Children's Fund	1.3	1.4	(0.1)	2.9	-	2.9	2.9	-	2	
Public Education Special Fund	(0.0)	1.5	(1.5)	0.2	-	0.2	(1.4)	0.7	3	
Convention Facilities Fund	23.9	13.0	10.9	(0.1)	3.3	3.2	14.2	12.1	4	
Golf Fund	1.9	-	1.9	-	-	-	1.9	-	5	
Library Preservation Fund	24.9	-	24.9	0.7	3.0	3.7	28.6	-	6	
Local Courthouse Construction Fund	0.0	-	0.0	0.1	0.0	0.1	0.2	-	7	
Open Space Fund	13.5	0.0	13.5	2.3	0.2	2.5	15.9	-	8	
Telecomm. & Information Systems Fund	10.0	4.4	5.6	(9.0)	9.0	(0.0)	5.5	2.6	9	
General Services Agency-Central Shops Fund	0.6	0.5	0.1	-	-	-	0.1	-	10	
Arts Commission Street Artist Fund	(0.2)	-	(0.2)	(0.1)	0.2	0.1	(0.1)	-	11	
War Memorial Fund	2.7	1.2	1.5	(0.1)	0.1	(0.0)	1.5	0.5	12	
Gas Tax Fund	2.1	-	2.1	-	-	-	2.1	-	13	
Neighborhood Beautification Fund	0.6	-	0.6	-	0.5	0.5	1.1	-	14	
Election Campaign Fund	6.3	-	6.3	-	1.1	1.1	7.4	-	15	
<u>SELECT ENTERPRISE FUNDS</u>										
Airport Operating Funds	\$ 177.2	\$ 36.5	\$ 140.7	\$ 13.8	\$ 27.1	\$ 40.9	\$ 181.6	\$ 35.3	16	
MTA Operating Funds	243.2	20.0	223.2	20.3	0.1	20.4	243.6	7.4	17	
Port Operating Funds	55.8	33.1	22.8	7.0	15.8	22.8	45.6	-	18	
PUC Hetch Hetchy Operating Funds	33.4	-	33.4	4.6	16.4	21.0	54.4	-	19	
PUC Wastewater Operating Funds	121.4	-	121.4	(13.7)	11.8	(1.9)	119.5	-	20	
PUC Water Operating Funds	166.7	24.0	142.7	(50.2)	51.0	0.8	143.5	6.1	21	

Select Special Revenue & Internal Services Funds

1. Building Inspection Fund

The Building Inspection Department operating fund began the year with \$0.5 million in available fund balance. The Department projects a \$11.2 million surplus in operating revenues due to higher than expected plan checking and permit volumes, and expenditures to be \$4.2 million under budget largely due to salary savings, resulting in a projected fiscal year-end available fund balance of \$15.9 million. In addition, the balances of the department's contingency and other post-employment benefit reserves are currently \$29.9 million and \$10.1 million, respectively

2. Children's Fund

The Children's Fund began the fiscal year with a negative fund balance of \$0.1 million, as the use of fund balance in the current year was not fully supported by prior fiscal year end results. Current year revenues are projected to be \$2.9 million better than budget due to estimated increases in property tax set-aside revenue. The projected fiscal year-end available fund balance is \$2.9 million.

3. Children's Fund – Public Education Special Fund

The Public Education Special Fund ended FY 2014-15 with no fund balance, however the FY 2015-16 budget assumed the use of \$1.5 million in balance. The cause of this misalignment was a prior year expenditure accrual that overstated fund balance when the budget was being developed, resulting in over budgeting. PEEF revenues are expected to be \$0.2 million above budget. Projected fiscal year-end available fund balance is expected to be negative \$1.4 million. The Department of Children Youth & Families will work with the Controller's Office and the School District to develop solutions to address the shortfall. The approved FY 2016-17 budget assumes the use of \$0.7 million in PEEF fund balance, however, the department has indicated it will remove this use in its budget submission.

4. Convention Facilities Fund

The Convention Facilities Fund began the fiscal year with \$10.9 million in available fund balance, as \$13.0 million of the prior year ending balance was appropriated in the current year. Salary and benefit savings of \$0.2 million and \$3.1 million in debt service savings are projected, resulting in a projected fiscal year-end available fund balance of \$14.2 million. The approved FY 2016-17 budget includes the use of \$12.1 million of this balance.

5. Golf Fund

The Golf Fund began the fiscal year with \$1.9 million in available fund balance. The Recreation and Parks Department projects revenues and expenses to be on budget and no change to fund balance is expected at year-end.

6. Library Preservation Fund

The Library Preservation Fund began the fiscal year with \$24.9 million in available fund balance. The Department projects a net revenue surplus of \$0.7 million due to lost rent from the vacant café in the main branch and the decision not to rent facilities at 190 9th Street, offset by \$3.6 million in increased property tax and baseline revenue, of which an estimated \$1.0 million will be returned to the General Fund at year-end. Expenditure savings of \$3.0

million are projected, due to \$1.1 million in salary and benefit savings, \$1.8 million savings in rent costs, and \$0.2 million in materials and supplies savings. The department plans to submit a supplemental ordinance to appropriate \$7.6 million of surplus property tax and baseline revenue available at FY 2014-15 year-end for ongoing capital projects and debt service. The net result is a projected fiscal year end available fund balance of \$28.6 million.

7. Local Courthouse Construction Fund

The Local Courthouse Construction Fund began the year with a minimal fund balance. Despite projected revenue being \$0.3 million lower than prior year actual revenue, the fund is projected to end with a \$0.1 million fund balance due to \$0.2 million of budgeted General Fund support in the current year. The Courts implemented a new traffic case management system in November 2015, which may significantly change the allocation of traffic penalty revenue, and thus the projected fund balance, as revenue in the fund may be significantly affected by this change.

8. Open Space Fund

The Open Space Fund began the fiscal year with \$13.5 million in available fund balance. The Department projects an expenditure savings of \$0.2 million and revenues to be \$2.3 million better than budget resulting in a projected fiscal year-end available fund balance of \$15.9 million.

9. Telecommunication & Information Services Fund

The Telecommunication & Information Services Fund began the fiscal year with an available fund balance of \$5.6 million. The Department projects to be on budget and remains fiscal year-end available fund balance at \$5.6 million, of which \$2.6 million has been appropriated in the approved FY 2016-17 budget.

10. Central Shops Fund

The Central Shops fund began the year with an available fund balance of \$0.1 million. Savings in salaries and benefits and project closeouts will be passed on to departments, resulting in both reduced expenses and recoveries, and no net change to fund balance.

11. Arts Commission Street Artist Fund

The Street Artist Program Fund began the fiscal year with a fund balance shortfall of \$0.2 million. Despite the additional one-time general fund support to address the prior year's fund balance shortfall, it was not sufficient to address the entire prior year's shortfall as well as the current year net operating deficit from the revenue shortfall, leading to an estimated year-end fund balance shortfall of \$0.1 million. The Controller's Office and the Department will continue to work to identify a solution to address the shortfall.

12. War Memorial Fund

The War Memorial Fund began the fiscal year with a fund balance of \$1.5 million. The Department projects revenues to be short of \$0.1 million offset by expenditure savings of \$0.1 million, resulting in a projected year-end fund balance remained at \$1.5 million. The approved FY 2016-17 budget includes the use of \$1.5 million in balance from the fund.

13. Gas Tax Fund

The Gas Tax Fund began the year with an available fund balance of \$2.1 million. The Department of Public Works expects to end the year on budget, resulting in a projected year end balance of \$2.1 million.

14. Neighborhood Beautification Fund

The Neighborhood Beautification Fund (which houses the Community Challenge Grant program) began the year with a \$0.6 million fund balance. Tax year 2014 payroll tax revenues allocated to the fund are projected to be on budget at \$1.9 million. The City Administrator also expects expenditure savings of \$0.5 million in programmatic projects, resulting in a projected year-end balance of \$1.1 million.

15. Election Campaign Fund

The Election Campaign Fund began the year with a \$6.3 million balance. Disbursements from the fund at year end are projected to be \$0.3 million, \$1.5 million less than expected. Only two candidates for the Board of Supervisors received campaign funds for the November 2015 election and no candidates for the mayoral election participated in the program. The resulting year end balance is projected to be \$7.4 million.

Select Enterprise Funds

16. Airport Operating Fund

The Airport began the fiscal year with \$140.7 million in available fund balance, including \$120.8 million that has been set aside for postemployment benefits under GASB 45. The department projects a revenue surplus of \$13.8 million, and net expenditure savings of \$27.1 million, for a net operating surplus of \$40.9 million.

The revenue projection includes \$13.3 million in increased operating revenue and \$0.4 million in increased non-operating revenue. The projected \$27.1 million in expenditure savings include \$5.9 million in non-personnel expenditure savings, \$4.4 million in services of other departments, \$5.8 million in salary and benefit savings, \$4.3 million in public safety costs, \$4.0 million in post-employment benefits, \$3.3 million in savings for materials and supplies, and \$0.3 million in other transfers, offset by a \$0.9 million increase to the Annual Service Payment. A fund balance of \$181.6 million is projected by year-end, of which \$35.3 has been appropriated in the approved FY 2016-17 budget.

17. Municipal Transportation Agency (MTA) Operating Funds

MTA began the fiscal year with \$223.2 million in available operating fund balance net of appropriating \$20.0 million in the FY 2015-16 budget. The Agency is projected to end the year with a net operating surplus of \$20.3 million, resulting in a projected year-end fund balance of \$243.5 million. The approved FY 2016-17 budget includes the use of \$7.4 million in balance from the fund.

The Agency projects a revenue surplus of \$20.2 million primarily due to \$17.8 million of parking related fees and fines, \$4.3 million from operating grants, \$5.0 million from General Fund Baseline transfers, \$2.8 million from other sources, offset by a \$9.7 million shortfall in taxi medallion sales and taxi fees waivers. The Agency projects to end the year with a \$0.1 million expenditure savings. The \$4.5 million savings in labor costs is offset by \$3.6 million

over budget in non-personnel services and \$0.8 million over budget in materials and supplies.

18. Port Operating Funds

The Port began the fiscal year with \$22.8 million in available fund balance. The department projects a revenue surplus of \$7.0 million, and net expenditure savings of \$15.8 million, for a net operating surplus of \$22.8 million and a projected year end fund balance of \$45.6 million.

The \$7.0 million revenue surplus is due to increases of \$0.5 million in Maritime, \$4.4 million in Real Estate, \$1.7 million in one-time revenues associated with the jurisdictional transfer of Daggett Street, and \$0.4 million in permits and other revenues. The \$15.8 million expenditure savings is due to a \$10.5 million reserve designated to future capital uses, \$1.8 million savings in salaries and fringe benefits from currently vacant positions, \$1.6 million in non-personnel services, \$1.4 million in annual project contingencies for spills and hazardous material clean up expected to be without incident, \$0.4 million in services requested from other departments primarily resulting from low demand for shore side power to cruise ships at Pier 27, and \$0.1 million in debt serve as a result of a lower interest rate than budgeted.

19. Public Utilities Commission – Hetch Hetchy Operating Fund

The Hetch Hetchy Operating Fund began the fiscal year with \$33.4 million in available fund balance. The Department projects a net revenue surplus of \$4.6 million mainly due to net power sale revenue above budget by \$2.6 million and \$3.9 million in other miscellaneous income from property rental, Transbay Cable proceeds, and interest, offset by \$2.0 million of lower than expected water sales and natural gas and steam work orders. The Department projects expenditure savings of \$16.4 million consisting of \$1.8 million from lower power purchase costs, \$2.3 million of operating and project closeouts, \$1.1 million savings in gas and steam purchases and \$11.2 million in transmission and distribution charge savings. This results in a projected year-end fund balance of \$54.4 million.

20. Public Utilities Commission – Wastewater Operations Fund

The Wastewater Operations Fund began the fiscal year with \$121.4 million in available fund balance. The Department projects revenue to be \$13.7 million lower than budget mainly due to lower sales revenue, which is a function of lower water sales volumes. The shortfall is offset by \$11.8 million in expenditure savings which includes \$3.0 million of projected salaries savings, \$1.1 million of unused planned reserves, and \$7.7 million of operating and project closeouts. This results in a projected net operating deficit of \$1.9 million and a fiscal year-end available fund balance of \$119.5 million.

21. Public Utilities Commission – Water Operating Fund

The Water Operating Fund began the fiscal year with a net of \$142.7 million in available fund balance. Water Department revenues are projected to be \$50.2 million lower than budget, mainly due to lower water sales. The shortfall is offset by \$51.0 million of expenditure savings including \$9.4 million of operating savings and project closeouts, \$38.1 million in debt service savings and \$3.5 million in savings from planned unspent reserves. This results in a projected net surplus of \$0.8 million and a fiscal year-end available fund balance of \$143.5 million, of which \$6.1 million has been appropriated in the approved FY 2016-17 budget. The Department may request a supplemental to reappropriate regular salaries and fringe benefit savings for overtime expenses.

Appendix 5. Overtime Report

5-Year History of Overtime Spending by Department (\$ Millions)

Department	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16			FY 2015-16 Projection Change from Prior Year Actuals		
	Actual	Actual	Actual	Actual	Revised Budget	July through December 2015	Straight Line Projection	Surplus/ (Deficit)	\$ Million	Percent
	MTA									
Municipal Railway	53.2	46.3	53.3	53.0	35.5	25.9	51.74	(16.2)	(1.3)	-2%
Parking & Traffic	2.5	2.3	2.4	3.3	1.5	1.9	3.8	(2.2)	0.5	15%
Subtotal - MTA	55.7	48.7	55.6	56.3	37.0	27.7	55.5	(18.5)	(0.8)	-1%
Police										
General Fund Operations	10.7	13.0	14.3	19.3	15.2	9.0	17.9	(2.7)	(1.3)	-7%
Special Law Enforcement Services (10B)	10.4	10.5	10.3	10.5	6.0	6.0	6.0	-	(4.4)	-42%
Grants & Other Non-10B Special Revenues	2.1	2.4	1.9	2.1	2.2	1.4	2.7	(0.6)	0.6	28%
Airport	1.8	1.8	1.1	1.2	1.5	1.3	2.5	(1.1)	1.3	109%
Municipal Transportation Agency			0.1	0.1	-	0.1	0.2	(0.2)	0.0	8%
Subtotal - Police	24.9	27.7	27.7	33.2	24.9	17.7	35.4	(10.5)	2.2	7%
Public Health										
SF General	5.1	5.1	5.2	6.6	5.3	3.0	5.9	(0.7)	(0.7)	-10%
Laguna Honda Hospital	5.7	6.4	5.6	6.1	6.9	2.7	5.3	1.6	(0.7)	-12%
All Other Non-Hospital Operations	0.8	1.1	1.2	1.5	1.3	0.7	1.4	(0.2)	(0.1)	-5%
Subtotal - Public Health	11.6	12.6	11.9	14.2	13.4	6.3	12.7	0.7	(1.5)	-11%
Fire										
General Fund Operations	32.6	40.4	38.0	33.7	38.5	21.2	42.3	(3.8)	8.6	25%
Grants & Other Special Revenues	-	-	0.1	0.2	-	-	-	-	(0.2)	-100%
Airport	2.8	3.1	4.5	3.9	4.0	1.8	3.6	0.4	(0.3)	-8%
Port	0.2	0.3	0.3	0.3	0.4	0.2	0.4	(0.0)	0.0	9%
PUC Hetch Hetchy			0.0	0.0	-	-	-	-	(0.0)	0%
Subtotal - Fire	35.6	43.8	42.8	38.3	42.9	23.1	46.3	(3.4)	8.0	21%
Sheriff										
General Fund Operations	7.6	9.8	9.7	14.2	10.9	8.2	16.4	(5.5)	2.2	16%
Grants & Other Special Revenues	0.8		0.8	0.6	0.1	0.4	0.7	(0.6)	0.1	9%
Subtotal - Sheriff	8.4	10.7	10.5	14.8	11.1	8.6	17.1	(6.0)	2.3	15%
Subtotal - Top 5	\$ 136.2	\$ 143.4	\$ 148.6	\$ 156.8	\$ 129.4	\$ 83.5	\$ 167.0	\$ (37.6)	\$ 10.2	7%
Public Utilities Commission	6.2	6.0	6.9	6.9	4.0	3.5	7.00	(3.0)	0.1	2%
Recreation & Park	1.1	1.6	1.2	1.2	1.4	0.5	1.0	0.4	(0.2)	-17%
Human Services Agency	0.6	0.8	2.9	3.8	0.5	1.7	3.4	(2.9)	0.5	13%
Fine Arts Museum	0.9	0.7	0.9	0.9	0.2	0.6	1.1	(0.9)	0.3	29%
Public Works	1.5	2.0	2.3	2.8	1.7	1.2	2.3	(0.7)	(0.0)	0%
Juvenile Probation	0.9	1.4	1.5	1.6	0.8	0.9	1.8	(1.0)	0.3	17%
Airport Commission	2.2	2.5	3.0	3.9	2.9	1.3	2.7	0.2	(0.3)	-8%
Elections	0.4	0.3	0.2	0.2	0.6	0.1	0.3	0.3	0.1	46%
Emergency Management	1.2	1.1	1.6	2.6	2.2	1.5	3.0	(0.8)	1.4	54%
All Other Departments	2.9	4.0	3.9	4.2	2.55	2.12	4.24	(1.7)	0.4	9%
Total	\$ 154.1	\$ 163.8	\$ 172.9	\$ 184.9	\$ 146.2	\$ 96.9	\$ 193.8	\$ (47.6)	\$ 20.9	11%
Top 5 % of Total	88.4%	87.6%	85.9%	84.8%	88.5%	86.2%	86.2%			
Change from Prior Year Actual	\$ 12.0	\$ 9.7	\$ 9.1	\$ 12.0	\$ (26.7)		\$ 8.9			
Total Gross Salaries (Cash Compensation)	\$ 2,634.5	\$ 2,802.2	\$ 2,869.6	\$ 2,828.0	\$ 3,192.1	\$ 1,473.1	\$ 2,946.14			
Overtime as a % of Total Gross Salaries	5.8%	5.8%	6.0%	6.5%	4.6%	6.6%	6.6%			

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Huntington Beach
Vacant, Member
Vacant, Member

STATE OF CALIFORNIA
Edmund G. Brown Jr., Governor

Mike Yaun, Acting Executive Director
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Fish and Game Commission



Wildlife Heritage and Conservation
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February 12, 2016

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SACRAMENTO, CALIFORNIA

NOTICE OF PROPOSED EMERGENCY ACTION

Close all Fishing in the Sacramento River from 650 feet below Keswick Dam to the Highway 44 Bridge to Protect Endangered Winter-Run Chinook Salmon

Pursuant to the requirements of Government Code Section 11346.1(a)(1), the Fish and Game Commission (Commission) is providing notice of proposed emergency action with regards to the above-entitled emergency regulation.

SUBMISSION OF COMMENTS

Government Code section 11346.1(a)(2) requires that, at least five working days prior to submission of the proposed emergency action to the Office of Administrative Law (OAL), the adopting agency provide a Notice of the Proposed Emergency Action to every person who has filed a request for notice of regulatory action with the agency. After submission of the proposed emergency to OAL, OAL shall allow interested persons five calendar days to submit comments on the proposed emergency regulations as set forth in Government Code Section 11349.6.

Any interested person may present statements, arguments or contentions, in writing, submitted via U.S. mail or e-mail, relevant to the proposed emergency regulatory action. Written comments submitted via U.S. mail or e-mail must be received at OAL within five days after the Commission submits the emergency regulations to OAL for review.

Please reference submitted comments as regarding "Sacramento River Closure" addressed to:

Mailing Address: Reference Attorney
Office of Administrative Law
300 Capitol Mall, Suite 1250
Sacramento, CA 95814

California State
Fish and Game Commission
Attn: Sheri Tiemann
1416 Ninth Street, Rm. 1320
Sacramento, CA 95814

E-mail Address: staff@oal.ca.gov
Fax No.: 916-323-6826

fgc@fgc.ca.gov

For the status of the Commission's submittal to OAL for review, and the end of the five-day written submittal period, please consult OAL's website at <http://www.oal.ca.gov> under the heading "Emergency Regulations."

CALIFORNIA FISH AND GAME COMMISSION
STATEMENT OF PROPOSED EMERGENCY REGULATORY ACTION

Emergency Action to
Amend subsection (b)(156.5)(B) of Section 7.50,
Title 14, California Code of Regulations
Re: Emergency Closure Due to Low Flow Conditions

I. Statement of Facts Constituting the Need for Emergency Regulatory Action

On January 17, 2014 the Governor proclaimed a State of Emergency to exist in California due to severe drought conditions. As part of the declaration, the Governor ordered the Department of Fish and Wildlife (Department) to work with the California Fish and Game Commission (Commission), using the best available science, to determine whether restricting fishing in certain areas will become necessary and prudent as drought conditions persist. On April 25, 2014 the Governor issued an Executive Order (EO) to proclaim a continuation of the State of Emergency based ongoing drought conditions. This EO and the original orders are still in place and specifically direct the Department to monitor winter-run Chinook salmon in the Sacramento River and tributaries.

Sacramento River winter-run Chinook salmon suffered a 95% loss of the 2014 natural production brood year due to low reservoir storage and elevated water temperatures caused by the ongoing drought. Estimated mortality in 2015 is predicted to be similar to 2014. Current projections indicate that similar water conditions could occur in 2016. Chinook salmon return to their natal rivers and streams every three years to spawn. Therefore, it is vital to protect this year's cohort to prevent extinction of winter-run Chinook salmon. State and federal agencies are working together to help ensure there is sufficient cold water to prevent a third year cohort collapse. This could be accomplished via the State Water Resources Control Board process or a change in the appropriate reasonable and prudent alternative actions outlined in the 2009 Biological Opinion on the Long-Term Operations of the Central Valley Project and State Water Project.

The Drought Operations Plans have outlined measures to try and prevent extinction of winter-run Chinook salmon which include: increased hatchery production, enhanced monitoring, and increased rescue efforts. Maximizing adult spawning numbers is critical to the population. Department staff have evaluated the 2015 winter-run Chinook salmon spawning locations and have concluded that all but two observed redds were above the Highway 44 bridge. Although fishing for winter-run Chinook salmon in this reach of the Sacramento River is not allowed under current regulations, incidental by-catch by anglers has been documented to occur, especially during low flow periods. Even if returned to the water, incidental by-catch adds unnecessary stress on winter-run Chinook salmon resulting in the potential loss of adults before spawning. A fishing closure in the holding and spawning areas of winter-run will add to protections for a Federal and State Endangered fish facing a high risk of extinction.

The Sacramento River from Keswick Dam downstream to the Red Bluff Diversion Dam (RBDD) is a Commission designated Wild Trout Water and provides some of the best

rainbow trout fishing in California. The proposed emergency fishing closure from the Keswick Dam to the Highway 44 bridge is a 5.5 mile (about nine percent) reduction in areas open to fishing upstream of the RBDD. Although this represents a small portion of the fishery, it is one of the most popular reaches for both shore based and boat anglers. The Department does not propose a permanent closure but a temporary 4-month suspension of fishing (April 1 through July 31) and will annually assess the success of all efforts to protect the winter-run Chinook salmon population.

Pursuant to Section 8.01, Title 14, California Code of Regulations, the Department Director has authority to temporarily close fisheries experiencing degraded environmental conditions due to drought. The criteria used to determine if an emergency fishing closure is warranted were developed to protect legal fisheries. Winter-run Chinook salmon is a state and federally-listed endangered species and, as stated above, fishing for winter-run Chinook salmon is not allowed. As a result, the Director cannot use his authority under Section 8.01 to protect this species. For this reason, the Department is requesting the Commission take emergency action to implement a temporary fishing closure on the Sacramento River to protect winter-run Chinook salmon.

PROPOSED ACTION BY THE COMMISSION:

The Department acknowledges the importance of this sport fishery and understands any closure to angling will likely have a substantial effect to both local anglers and anglers travelling from other parts of the State. However, given the gravity and magnitude of the current situation facing winter-run Chinook salmon, the Department acting under the directives of the State and Federal Endangered Species Acts, and the orders and provisions contained in the aforementioned 2014 Proclamations and EO's will be requesting the Commission through emergency action to close the Sacramento River downstream from Keswick Dam to the Highway 44 bridge. If adopted, this emergency closure would take effect upon final approval by the Office of Administrative Law and end July 31, 2016. Normal fishing opportunities would resume August 1, 2016.

Amend Sacramento River subsection (b)(156.5)(B) of Section 7.50, Title 14, CCR, to close all fishing in the Sacramento River from 650 feet below Keswick Dam to the Highway 44 bridge, from the effective date of the emergency regulation (about April 1, 2016) through July 31, 2016.

II. Impact of Regulatory Action

The potential for significant statewide adverse economic impacts that might result from the proposed regulatory action has been assessed, and the following determinations relative to the required statutory categories have been made:

- (a) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State:

None.

- (b) Nondiscretionary Costs/Savings to Local Agencies:

None.

- (c) Programs Mandated on Local Agencies or School Districts:

None.

- (d) Costs Imposed on Any Local Agency or School District that is Required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code:

None.

- (e) Effect on Housing Costs:

None.

III. Authority and Reference

The Fish and Game Commission proposes this emergency action pursuant to the authority vested by sections 200, 202, 205, 215, 220, 240, 315, and 316.5 of the Fish and Game Code and to implement, interpret, or make specific sections 200, 202, 205, 206, 215 and 316.5 of said Code.

IV. Section 240 Finding

Pursuant to Section 240 of the Fish and Game Code, the Commission made the finding that the adoption of this regulation is necessary for the immediate conservation, preservation, or protection of birds, mammals, reptiles, or fish, including, but not limited to, any nests or eggs thereof.

Informative Digest (Plain English Overview)

On January 17, 2014 the Governor proclaimed a State of Emergency to exist in California due to severe drought conditions. As part of the declaration, the Governor ordered the Department of Fish and Wildlife (Department) to work with the California Fish and Game Commission (Commission), using the best available science, to determine whether restricting fishing in certain areas will become necessary and prudent as drought conditions persist. On April 25, 2014 the Governor issued an Executive Order (EO) to proclaim a continuation of the State of Emergency based on ongoing drought conditions. This EO and the original orders are still in place and specifically direct the Department to monitor winter-run Chinook salmon in the Sacramento River and tributaries.

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The Drought Operations Plans have outlined measures to try and prevent extinction of winter-run Chinook salmon which include: increased hatchery production, enhanced monitoring, and increased rescue efforts. Maximizing adult spawning numbers is critical to the population. Department staff have evaluated the 2015 winter-run Chinook salmon spawning locations and have concluded that all but two observed redds were above the Highway 44 bridge. Although fishing for winter-run Chinook salmon in this reach of the Sacramento River is not allowed under current regulations, incidental by-catch by anglers has been documented to occur, especially during low flow periods. Even if returned to the water, incidental by-catch adds unnecessary stress on winter-run Chinook salmon resulting in the potential loss of adults before spawning. A fishing closure in the holding and spawning areas of winter-run will add to protections for a Federal and State Endangered fish facing a high risk of extinction.

The Sacramento River from Keswick Dam downstream to the Red Bluff Diversion Dam (RBDD) is a Commission designated Wild Trout Water and provides some of the best rainbow trout fishing in California. The proposed emergency fishing closure from the Keswick Dam to the Highway 44 bridge is a 5.5 mile (about nine percent) reduction in areas open to fishing upstream of the RBDD. Although this represents a small portion of the fishery, it is one of the most popular reaches for both shore based and boat anglers. The Department does not propose a permanent closure but a temporary 4-month suspension of fishing (April 1 through July 31) and will annually assess the success of all efforts to protect the winter-run Chinook salmon population.

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A meeting has been scheduled on Friday, January 29, 2016 from 4:00-5:30 p.m. at the Public Library at 1100 Parkview Avenue in Redding to receive initial public input regarding this emergency action.

PROPOSED ACTION BY THE COMMISSION:

The Department acknowledges the importance of this sport fishery and understands any closure to angling will likely have a substantial effect on both local anglers and anglers travelling from other parts of the State. However, given the gravity and magnitude of the current situation facing winter-run Chinook salmon, the Department acting under the directives of the State and Federal Endangered Species Acts, and the orders and provisions contained in the aforementioned 2014 Proclamations and EO's will be requesting the Commission through emergency action to close the Sacramento River downstream from Keswick Dam to the Highway 44 bridge. If adopted, this emergency closure would take effect upon final approval by the Office of Administrative Law and end July 31, 2016. Normal fishing opportunities would resume August 1, 2016.

Amend Sacramento River subsection (b)(156.5)(B) of Section 7.50, Title 14, CCR, to close all fishing in the Sacramento River from 650 feet below Keswick Dam to the Highway 44 bridge, from the effective date of the emergency regulation (about April 1, 2016) through July 31, 2016.

Benefits: The proposed regulation will provide benefits to the environment through the conservation and preservation of the endangered winter-run Chinook salmon population.

The proposed regulation is neither inconsistent nor incompatible with existing State regulations. The Legislature has delegated authority to the Commission to promulgate sport fishing regulations (sections 200, 202, 205, 315, and 316.5, Fish and Game Code).

Regulatory Language

§7.50. Alphabetical List of Waters with Special Fishing Regulations.

Subsection (b)(156.5)(B) of Section 7.50, Title 14, CCR, is amended to read:

<i>Body of Water</i>	<i>Open Season and Special Regulations</i>	<i>Daily Bag and Possession Limit</i>
(156.5) Sacramento River and tributaries below Keswick Dam (Butte, Colusa, Contra Costa, Glenn, Sacramento, Solano, Sutter, Tehama and Yolo Cos.).	Also see Sierra District General Regulation (See Section 7.00(b)).	
(A) Sacramento River from Keswick Dam to 650 feet below Keswick Dam.	Closed to all fishing all year.	
(B) Sacramento River: from 650 feet below Keswick Dam to the Deschutes Road bridge. <u>1. from 650 feet below Keswick Dam to the Highway 44 bridge.</u>	All year. Only barbless hooks may be used. <u>Closed to all fishing from [OAL to insert effective date] through July 31.</u>	2 hatchery trout or hatchery steelhead** 4 hatchery trout or hatchery steelhead** in possession.
	<u>August 1 through December 31. Only barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead** 4 hatchery trout or hatchery steelhead** in possession.</u>
<u>2. from the Highway 44 bridge to the Deschutes Road bridge.</u>	<u>All year. Only barbless hooks may be used.</u>	<u>2 hatchery trout or hatchery steelhead** 4 hatchery trout or hatchery steelhead** in possession.</u>

NOTE: Authority cited: Sections 200, 202, 205, 215, 220, 240, 315, and 316.5, Fish and Game Code. Reference: Sections 200, 202, 205, 206, 215 and 316.5, Fish and Game Code.

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ON INTELLIGENCE
SUBCOMMITTEES:
EMERGING THREATS
NSA AND CYBERSECURITY
Senior Whip

February 12, 2016

The Honorable Anthony Foxx
Secretary, U.S. Department of Transportation
1200 New Jersey Avenue, S.E.
Washington, DC 20590

Dear Secretary Foxx:

The San Francisco Municipal Transportation Agency (SFMTA) has proposed *San Francisco Beyond Traffic*, a submission under the Smart City Challenge. I write to offer my support for this application, and to advise that the federal government could have no more talented a partner than SFMTA.

San Francisco has prepared a bold submission that will marry the existing shared transportation services, including but not limited to San Francisco-based taxi and ridesharing services, with the city's extensive public transportation network, as well as proposed autonomous vehicles. The step-by-step approach of building a system from citizen input in a given neighborhood to full deployment has been outlined in the city's submission.

San Francisco already employs innovative transportation policies to keep people moving. Auto restrictions and dedicated bus lanes along Market Street, proposed express bus lanes along Geary, a proposed express bus corridor serving 16th Street to the University of California at Mission Bay, a new MUNI tunnel to Chinatown, and parking and bicycle policies combine to create solutions embraced by the public.

Most San Franciscans prefer to take public transit if at all possible. Using the grant offered by your program, the next step is to completely coordinate across platforms so that the best ride option for a given driver is seamlessly produced throughout a neighborhood. The city's first-class software talent may be married with Silicon Valley's emerging autonomous vehicle technology. Because San Francisco is relatively compact, relatively dense, and situated proximate to the technologists who will design this first-on-the-globe system, you can count on both a successful outcome and a sustained commitment to deployment.

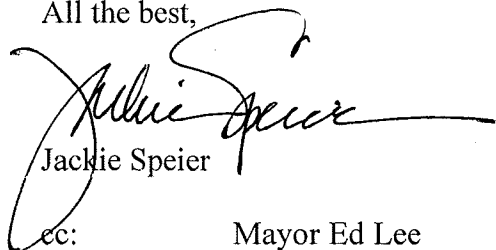
Picture the department's grant, several years from now, resulting in on-demand autonomous service from a doorstep to the neighborhood market, augmented by ridesharing and taxi services already plying the streets of the city, controlled by software developed in alliance with south of

ST
2016 FEB 18 PM 2:59
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RECEIVED
U.S. DEPARTMENT OF TRANSPORTATION
OFFICE OF THE SECRETARY
WASHINGTON, DC 20590

Market Street technology companies. A rider might also return by MUNI service that arrives with the use of predictive software that allows for the traveler to comfortably shop while always knowing that a return ride is available when needed.

San Francisco has the world-class technical and municipal talent, and history of civic engagement, needed to create the next transportation version of a mission to Mars. Thank you for your time and consideration of San Francisco's dramatic proposal. I respectfully request its full and complete evaluation in light of all applicable laws and regulations.

All the best,

A handwritten signature in black ink, appearing to read "Jackie Speier", with a large, stylized flourish extending from the end of the signature.

Jackie Speier

cc:

Mayor Ed Lee
San Francisco Board of Supervisors

KJS/bp

B0511

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

San Francisco Area
455 8th Street
San Francisco, CA 94103
(415) 557-1094
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)



February 10, 2016

File No.: 335.14995

Honorable Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Rm 244
San Francisco, CA 94102

Dear Supervisors:

As part of our ongoing contact with your office, I thought you would appreciate learning of our recent activities. During 2015, The San Francisco Area of the California Highway Patrol accomplished the following:

- Conducted 39,350 enforcement contacts.
- Investigated 2,255 traffic collisions.
- Provided 15,056 motorist services.
- Apprehended 857 persons for driving under the influence
- Issued 1,542 seatbelt and child safety seat citations.
- Issued 4,053 cell/texting while driving citations.
- Continued our Social Media campaign to better serve our community.
www.chp.ca.gov/sanfrancisco www.twitter.com/chpsanfrancisco www.twitter.com/chpchrisherry
www.facebook.com/chpsanfrancisco
- Conducted numerous public affairs presentations, including *Start Smart* teen driver safety, Every 15 Minutes, Distracted Driving, and Child Safety Seat Installation.
- Received 20 letters of appreciation.
- Had no sustained Citizens' Complaints
- Maintained a Senior Volunteer Program and youth CHP Explorer Post.
- Recognized numerous officers for their vehicle theft arrest and vehicle recovery efforts.

The San Francisco Area of the California Highway Patrol stands ready to assist you and your staff in any way possible. Please do not hesitate to contact me at (415) 557-1094 should you have any questions or concerns regarding issues of mutual concern.

Sincerely,

C. J. SHERRY, Captain
Commander
San Francisco Area

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2016 FEB 17 PM 12:38



4



T-Mobile West LLC
1855 Gateway Boulevard, 9th Floor
Concord, CA 94520

Bos-11
CPAGE

Certified Mail Tracking Number 7015 1730 0001 0096 7670

February 10, 2016

Anna Hom
Consumer Protection and Safety Division
California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102

RECEIVED
CALIFORNIA PUBLIC UTILITIES COMMISSION
2016 FEB 17 PM 4:18
AK

**RE: T-Mobile West LLC, formerly known as T-Mobile West Corporation
Notification Letter for T-Mobile Site No. SF43598B: Alexis West**

This letter provides the Commission with notice pursuant to the provisions of General Order No. 159A of the Public Utilities Commission of the State of California (CPUC) that with regard to the project described in Attachment A:

- (a) T-Mobile has obtained all requisite land use approval for the project described in Attachment A.
- (b) No land use approval is required because

A copy of this notification letter is being sent to the local government agency identified below for its information. Should the Commission or the local government agency have any questions regarding this project, or if anyone disagrees with the information contained herein, please contact Garry Willey, Senior Manager, Engineering Development for T-Mobile, at 925-521-5941, or contact Ms. Anna Hom of the CPUC Consumer Protection and Safety Division at 415-703-2699.

Sincerely,

Garry Willey
Senior Manager, Engineering Development
T-MOBILE WEST LLC

Enclosed: Attachment A

CC:

City and County of San Francisco, Office of the County Clerk, 1 Dr. Carlton B. Goodlett Pl, City Hall, Room 168, San Francisco, CA 94102-4678
City and County of San Francisco, Office of the City Administrator, 1 Dr. Carlton B. Goodlett Place, City Hall, Room 362, San Francisco, CA 94102-4678
City and County of San Francisco, Planning Department, Director of SF Planning, 1650 Mission Street, Suite 400, San Francisco, CA 94103

ATTACHMENT A

1. Project Location

Site Identification Number: SF43598B
Site Name: Alexis West
Site Address: 390 Clementina St.
San Francisco, CA 94103
County: City and County of San Francisco
Assessor's Parcel Number: 3733-107
Latitude: N 37' 46' 51.36"
Longitude: W 122' 24' 14.04"

2. Project Description

Number of Antennas to be installed: 3 new 8'-ft. panel antennas and 1 MW antenna.
Building Design: Rooftop Mount
Building Appearance: Install new 8'-0" panel antennas on new antenna mounts adjacent to existing panel antennas. Install (3) new RRU's adjacent to new panel antennas. 1 new MW antenna mounted to existing antenna.
Building Height: 142' 0.0" AGL RAD Center, 142' 0.0" top of antennas
Size of Building: N/A

3. Business Addresses of all Governmental Agencies

City and County of San Francisco, Office of the County Clerk, 1 Dr. Carlton B. Goodlett Pl, City Hall, Room 168, San Francisco, CA 94102-4678
City and County of San Francisco, Office of the City Administrator, 1 Dr. Carlton B. Goodlett Place, City Hall, Room 362, San Francisco, CA 94102-4678
City and County of San Francisco, Planning Department, Director of SF Planning, 1650 Mission Street, Suite 400, San Francisco, CA 94103

4. Land Use Approvals

Date Zoning Approval Issued: January 25, 2016
Land Use Permit #: 201507091052, see attached
If Land use Approval was not required: N/A

The Building Permit has been approved for L700/MW Add site SF43598B. There is outstanding fee of \$570.70 that needs to be paid when the contractor goes to pick up the permit. Additionally, the contractor will need a letter from T-Mobile stating that T-Mobile authorizes the contractor to pull the permit on behalf of T-Mobile

Welcome to our Permit / Complaint Tracking System!

Permit Details Report

Report Date: 2/9/2016 12:39:40 PM

Application Number: 201507091052

Form Number: 3

Address(es): 3733 / 107 / 0 390 CLEMENTINA ST

Description: T-MOBILE INSTALL (3) NEW 8'-0" PANEL ANTENNAS ON NEW (E) ANTENNA MOUNTS ADJACENT TO (E) PANEL ANTENNAS. INSTALL (3) NEW ERICSSON RRUS-11S ADJACENT TO NEW PANEL ANTENNAS. REPLACE (E) DUL20 W/NEW DUS41 MAIN UNIT IN (E) EQUIPMENT CABINET. LOWER GPS ANTENNA. REFUSE (E) FCS CABLES.

Cost: \$20,000.00

Occupancy Code: R-2

Building Use: 24 - APARTMENTS

Disposition / Stage:

Action Date	Stage	Comments
7/9/2015	TRIAGE	
7/9/2015	FILING	
7/9/2015	FILED	
2/9/2016	APPROVED	

Contact Details:

Contractor Details:

Addenda Details:

Description:

Step	Station	Arrive	Start	In Hold	Out Hold	Finish	Checked By	Phone	Hold Description
1	CPB	7/9/15	7/9/15			7/9/15	SHEK KATHY	415-558-6070	
2	CP-ZOC	7/9/15	7/28/15	7/28/15	1/25/16	1/25/16	ADINA SEEMA	415-558-6377	T-Mobile WTS Macro wireless modification. Approved scope of work that includes installing (3) new 8' panel antennas with cable shrouds on both new and existing antennas, and (3) new RRUs, as well as supplemental equipment modifications.
3	MECH	1/26/16	1/28/16			1/28/16	ZHAN JAMES	415-558-6133	Approved, to PPC
4	SFFD	2/2/16	2/2/16			2/2/16	DEBELLA AL	415-558-6177	approved otc
5	HEALTH	2/3/16	2/4/16			2/4/16	FOSDAHL PATRICK	415-252-3800	
6	BLDG	2/1/16	2/1/16			2/1/16	CHAN JOSEPH	415-558-6133	APPROVED OTC
7	PPC	2/4/16	2/4/16			2/4/16	HICKEY TIMOTHY	415-558-6133	2/4/16: QC'd to CPB ; TH. 2/3/16: to DPH ; TH. 2/2/16: to OTC; TH. 2/2/16: Laurel Ferguson took plans for OTC; EC. 1/28/16: to OTC ; TH.
8	CPB	2/4/16	2/9/16				CHEUNG WAI FONG	415-558-6070	2/09/16: Approved. wf

Appointments:

Appointment Date	Appointment AM/PM	Appointment Code	Appointment Type	Description	Time Slots
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Inspections:

Activity Date	Inspector	Inspection Description	Inspection Status
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Special Inspections:

Addenda No.	Completed Date	Inspected By	Inspection Code	Description	Remarks
0			18A	BOLTS INSTALLED IN EXISTING CONCRETE	

For information, or to schedule an inspection, call 558-6570 between 8:30 am and 3:00 pm.

[Station Code Descriptions and Phone Numbers](#)

[Online Permit and Complaint Tracking](#) home page.

Technical Support for Online Services

If you need help or have a question about this service, please visit our FAQ area.

[Contact SFGov](#) [Accessibility](#) [Policies](#)
 City and County of San Francisco ©2000-2009

PEES 3733/107/0 390 CLEMENTINA ST ALTERATIONS PERMIT

201507091052 Form 3 Proj Stage APPROVED T-MOBILE INSTALL (3) NEW 8'-0" Desc History

Fee Assessed on	Fee Code	Description	Account #	Amount	Due at Filing
02/09/2016	TECH SUR-F	Technology Surcharge	01961106	31.75	F
02/09/2016	PLAN REV-F	Plan Review (filing) DBI	01961101	508.00	F
02/09/2016	FIRE-F	Fire Plan Check Fee (Filing)	01960667	354.05	F
02/09/2016	DCP-F	DCP Plan Check (F)	01960189	725.60	F
02/09/2016	BLDGSTD-F	Bldg Stds Admin Spec Revolv Fund	01961164	1.00	F
02/09/2016	DCP BOAS-I	DCP Board of Appeals Surcharge (Issue)	01960126	25.00	I
02/09/2016	DBI BOAS-I	DBI Board of Appeals Surcharge (Issue)	01960126	25.00	I
02/09/2016	STRG MO-I	Strong Motion Instrumentation Fee	01960645	5.60	I
02/09/2016	TECH SUR-I	Technology Surcharge	01961106	10.10	I
02/09/2016	FIRE INSP	Fire Inspection Fee (Issue)	01960668	230.00	I
02/09/2016	BLDG-I	Bldg Permit Insp Fee (Issue)	01961115	218.00	I
02/09/2016	REC RET-I	Records Retention Fee DBI (Issuing)	01961184	57.00	I

Calculate Fees	Defer Payment	Due at Filing:	1,620.40	POS
Post-Issuance Fees	Post-Issuance Due:		570.70	POS
		Total Due:	2,191.10	POS

SF43598B



T-Mobile West LLC
1855 Gateway Boulevard, 9th Floor
Concord, CA 94520

BOS-11
opage

Certified Mail Tracking Number 7015 1730 0001 0096-~~6024~~⁷⁷³¹

December 18, 2015

Anna Hom
Consumer Protection and Safety Division
California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102

RECEIVED
CALIFORNIA PUBLIC UTILITIES COMMISSION
SAN FRANCISCO, CALIFORNIA
2015 FEB 17 PM 4:10
AK

**RE: T-Mobile West LLC, formerly known as T-Mobile West Corporation
Notification Letter for T-Mobile Site No. SF70039M: SF0039 Haven Properties**

This letter provides the Commission with notice pursuant to the provisions of General Order No. 159A of the Public Utilities Commission of the State of California (CPUC) that with regard to the project described in Attachment A:

- (a) T-Mobile has obtained all requisite land use approval for the project described in Attachment A.
- (b) No land use approval is required because

A copy of this notification letter is being sent to the local government agency identified below for its information. Should the Commission or the local government agency have any questions regarding this project, or if anyone disagrees with the information contained herein, please contact Garry Willey, Senior Manager, Engineering Development for T-Mobile, at 925-521-5941, or contact Ms. Anna Hom of the CPUC Consumer Protection and Safety Division at 415-703-2699.

Sincerely,

Garry Willey
Senior Manager, Engineering Development
T-MOBILE WEST LLC

Enclosed: Attachment A

CC:

City and County of San Francisco, Office of the County Clerk, 1 Dr. Carlton B. Goodlett Place, City Hall, Room 168, San Francisco, CA 94102-4678
City and County of San Francisco, Office of the City Administrator, 1 Dr. Carlton B. Goodlett Place, City Hall, Room 362, San Francisco, CA 94102-4678
City and County of San Francisco, Planning Department, Director of SF Planning, 1650 Mission Street, Suite 400, San Francisco, CA 94103

ATTACHMENT A

1. Project Location

Site Identification Number: SF70039M
Site Name: SF0039 Haven Properties
Site Address: 965 Mission Street
San Francisco, CA 94103
County: San Francisco
Assessor's Parcel Number: 3725-087
Latitude: N 37° 46' 50.88"
Longitude: W 122° 24' 28.8"

2. Project Description

Number of Antennas to be installed: Replacing 2 existing antennas; removing 24" MW dish.
Building Design: Rooftop Mount
Building Appearance: Replacing 2 existing antennas with new panel antennas;
removing 24" MW dish
Building Height: 122' 3.0" AGL RAD Center, 121' 3.0" top of antennas
Size of Building: 18'-3" x 18'-3", No change to existing lease area

3. Business Addresses of all Governmental Agencies

City and County of San Francisco, Office of the County Clerk, 1 Dr. Carlton B. Goodlett Place, City Hall, Room 168, San Francisco, CA 94102-4678
City and County of San Francisco, Office of the City Administrator, 1 Dr. Carlton B. Goodlett Place, City Hall, Room 362, San Francisco, CA 94102-4678
City and County of San Francisco, Planning Department, Director of SF Planning, 1650 Mission Street, Suite 400, San Francisco, CA 94103

4. Land Use Approvals

Date Zoning Approval Issued: November 18, 2015
Land Use Permit #: 2015-015119PTA

If Land use Approval was not required: N/A



SAN FRANCISCO PLANNING DEPARTMENT

Permit to Alter Minor Alteration

Date: November 18, 2015
Case No.: 2015-015119PTA
Building Permit: 2015.08.24.5079
Project Address: 965 Mission Street
Conservation District: N/A
Category: Category II – Significant Building
Zoning: C-3-S (Downtown Support)
150-S Height and Bulk District
Block/Lot: 3725/087
Project Sponsor: David Elias, ZON Architects, for T-Mobile
660 4th Street, Suite 255,
San Francisco, CA 94107
Staff Contact: Omar Masry - (415) 575-9116
omar.masry@sfgov.org

1650 Mission St.
Suite 400
San Francisco,
CA 94103-2479

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

This is to notify you that pursuant to the process and procedures adopted by the Historic Preservation Commission ("HPC") in Motion No. 0241 and authorized by Section 1111.1 of the Planning Code, the proposal at 965 Mission Street is determined to be minor in scope and the Minor Permit to Alter has been delegated to the Department. The Department grants **APPROVAL** in conformance with the plans dated July 7, 2015, and photo simulations dated August 17, 2015, and labeled Exhibit A on file in the docket for Case No. 2015-015119PTA and associated with Building Permit No. 2015.08.24.5079.

ENVIRONMENTAL REVIEW STATUS

The Planning Department has determined that the proposed project is categorically exempt from the California Environmental Quality Act ("CEQA") as a Class 1 (State CEQA Guidelines 15301 – Minor alteration of existing facilities with negligible or no expansion of use) Categorical Exemption, because the project is an alteration of an existing structure and meets the *Secretary of the Interior's Standards for the Treatment of Historic Properties*.

PROJECT DESCRIPTION

The proposed scope of work includes the modification of a T-Mobile macro Wireless Telecommunications Services (WTS) facility; which currently features three (3) existing rooftop-mounted panel antennas and associated equipment. The proposed scope of work would result in the addition of three (3) new panel antennas, and includes the following:

- Remove an existing 25-inch diameter rooftop-mounted microwave dish. The dish is currently mounted on top of an existing rooftop penthouse structure.

physical or pictorial evidence, if available, rather than on conjectural designs or the availability of different architectural elements from other buildings or structures.

Not applicable.

- d. Contemporary design of alterations is permitted, provided that such alterations do not destroy significant exterior architectural materials, including historic storefronts, and that such design is compatible with the size, scale, color, profile, texture, material and character of the building and its surroundings.

The proposed modifications would not affect areas demonstrating distinctive architectural styles, as the T-Mobile facility is situated on a rear façade and a rooftop featuring mechanical equipment and other non-distinctive appurtenances. The existing and proposed replacement antennas and equipment would be mounted on a rear façade and rooftop at locations where they would not significantly impair views of character-defining features of the building.

The proposed WTS facility modifications will not destroy historic materials and will be compatible with the building in conformance with the Secretary's Standards for Rehabilitation, Standard 9. The proposed work will be undertaken in a manner that, if removed in the future, the essential form and integrity of the building will be preserved in conformance with the Secretary's Standards for Rehabilitation, Standard 10.

- e. All exterior alterations, including signage and awnings, shall be compatible with the character-defining features of the building and/or the historic district.

The proposal is found to be compatible with the subject building.

2. **General Plan Compliance.** The proposed Permit to Alter is, on balance, consistent with the following Objectives and Policies of the General Plan:

I. URBAN DESIGN ELEMENT

THE URBAN DESIGN ELEMENT CONCERNS THE PHYSICAL CHARACTER AND ORDER OF THE CITY, AND THE RELATIONSHIP BETWEEN PEOPLE AND THEIR ENVIRONMENT.

GOALS

The Urban Design Element is concerned both with development and with preservation. It is a concerted effort to recognize the positive attributes of the city, to enhance and conserve those attributes, and to improve the living environment where it is less than satisfactory. The Plan is a definition of quality, a definition based upon human needs.

OBJECTIVE 1

EMPHASIS OF THE CHARACTERISTIC PATTERN WHICH GIVES TO THE CITY AND ITS NEIGHBORHOODS AN IMAGE, A SENSE OF PURPOSE, AND A MEANS OF ORIENTATION.

POLICY 1.3

Recognize that buildings, when seen together, produce a total effect that characterizes the city and its districts.

- d. The commuter traffic will not impede MUNI transit service or overburden our streets or neighborhood parking:

The proposed project will not result in commuter traffic impeding MUNI transit service or overburdening the streets or neighborhood parking.

- e. A diverse economic base will be maintained by protecting our industrial and service sectors from displacement due to commercial office development. And future opportunities for resident employment and ownership in these sectors will be enhanced:

The proposed project will not affect the City's diverse economic base and will not displace any business sectors due to commercial office development.

- f. The City will achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake.

Preparedness against injury and loss of life in an earthquake is unaffected by the proposed amendments. Any construction or alteration associated would be executed in compliance with all applicable construction and safety measures.

- g. That landmark and historic buildings will be preserved:

The proposed project respects the character-defining features of the subject building and is in conformance with the requirements set forth in HPC Motion No. 0241 and the Secretary of the Interior's Standards

- h. Parks and open space and their access to sunlight and vistas will be protected from development:

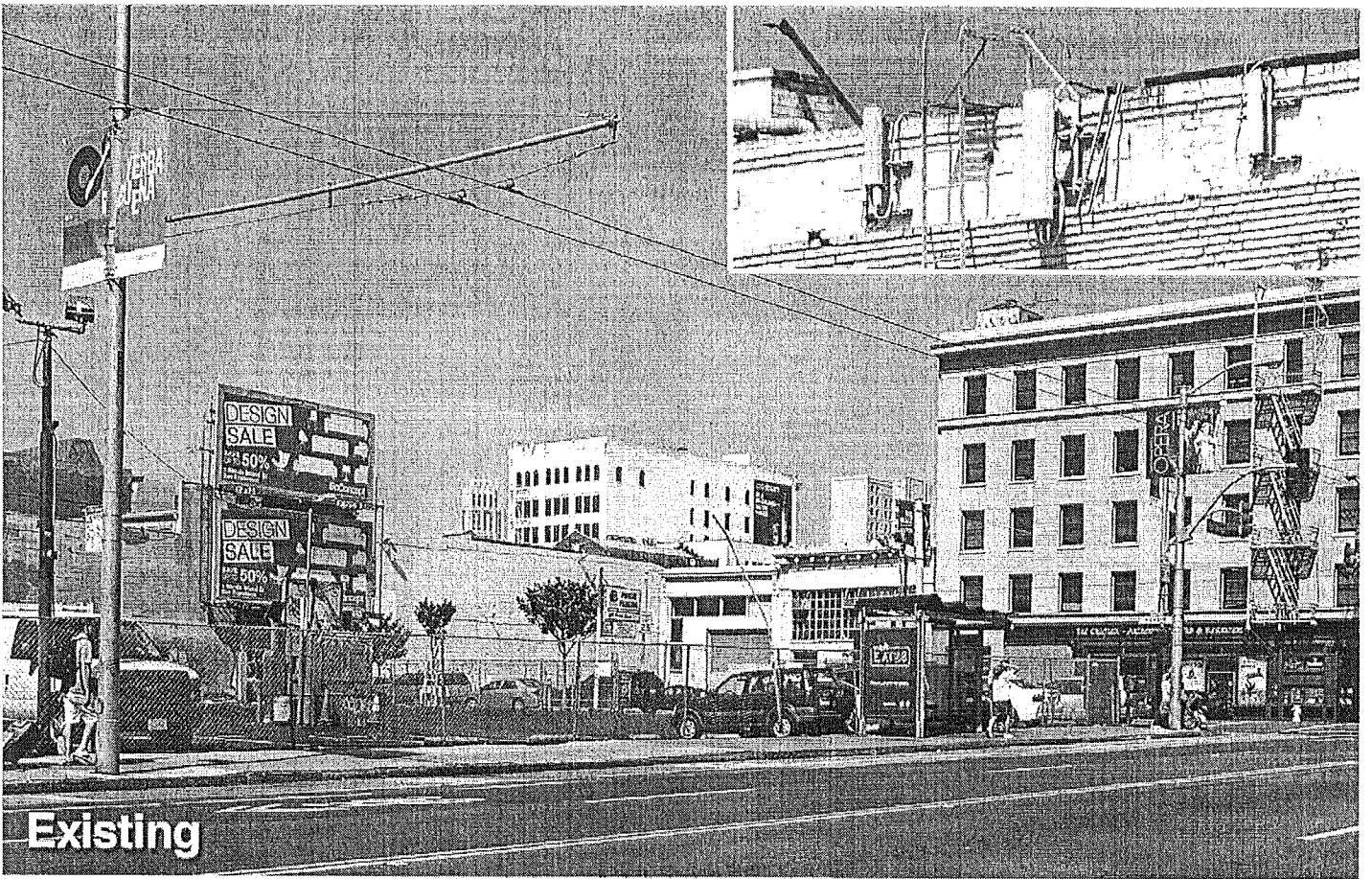
The proposed Permit to Alter will not impact the City's parks and open space.

For these reasons, the above-cited work is consistent with the intent and requirements outlined in HPC Motion No. 0241 and will not be detrimental to the subject building or the Conservation District.

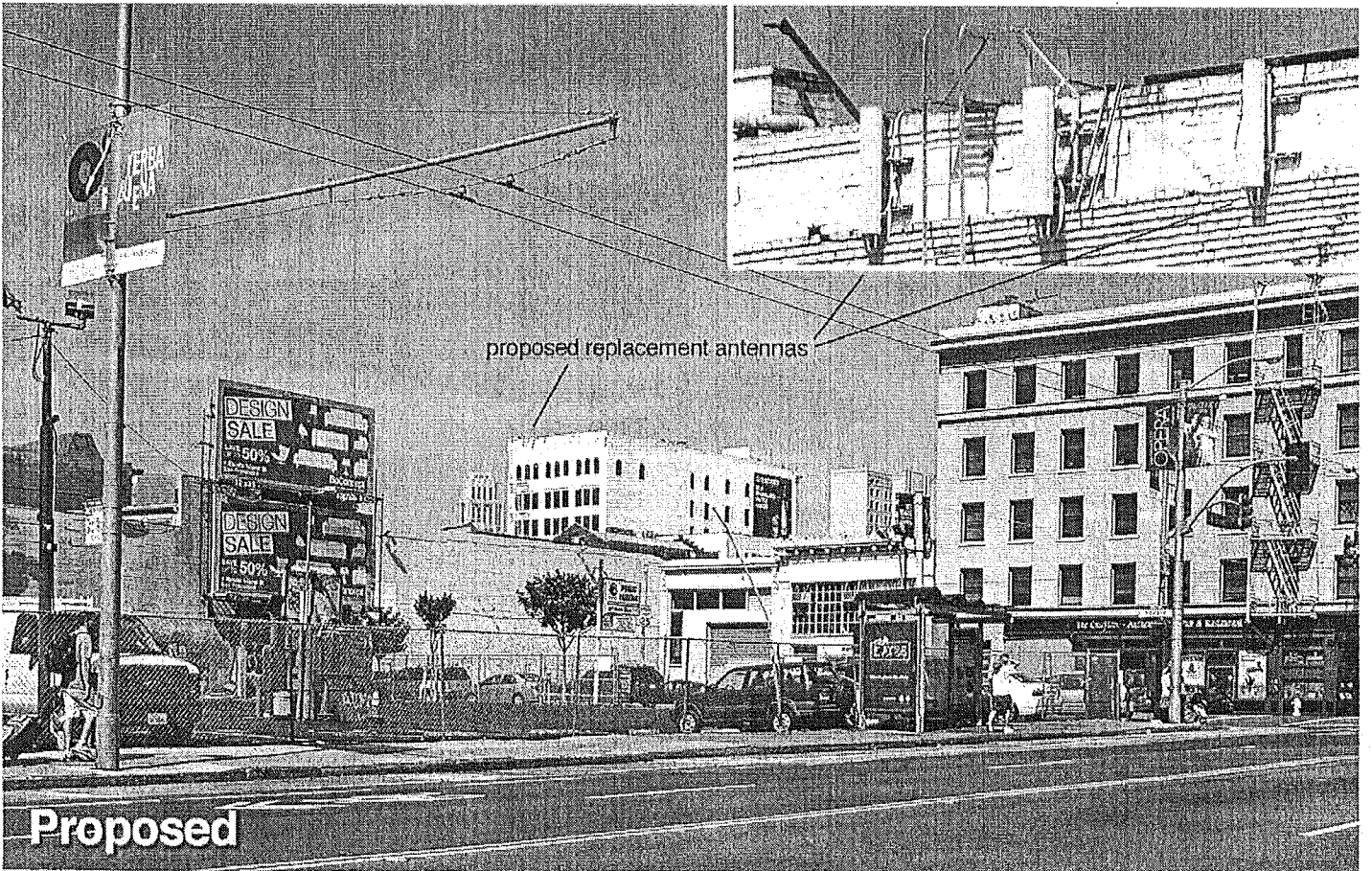
Duration of this Minor Permit to Alter: This Minor Permit to Alter is issued pursuant to Article 11 of the Planning Code and is valid for a period of three (3) years from the effective date of approval by the Planning Department, as delegated by the Historic Preservation Commission. The authorization and right vested by virtue of this action shall be deemed void and canceled if, within 3 years of the date of this Motion, a site permit or building permit for the Project has not been secured by Project Sponsor.

REQUEST FOR HEARING: If you have substantial reason to believe that there was an error in the issuance of this Permit to Alter, or abuse of discretion on the part of the Planning Department, you may file for a Request for Hearing with the Historic Preservation Commission within 20 days of the date of this letter. Should you have any questions about the contents of this letter, please contact the Planning Department at 1650 Mission Street, 4th Floor or call 415-575-9121.

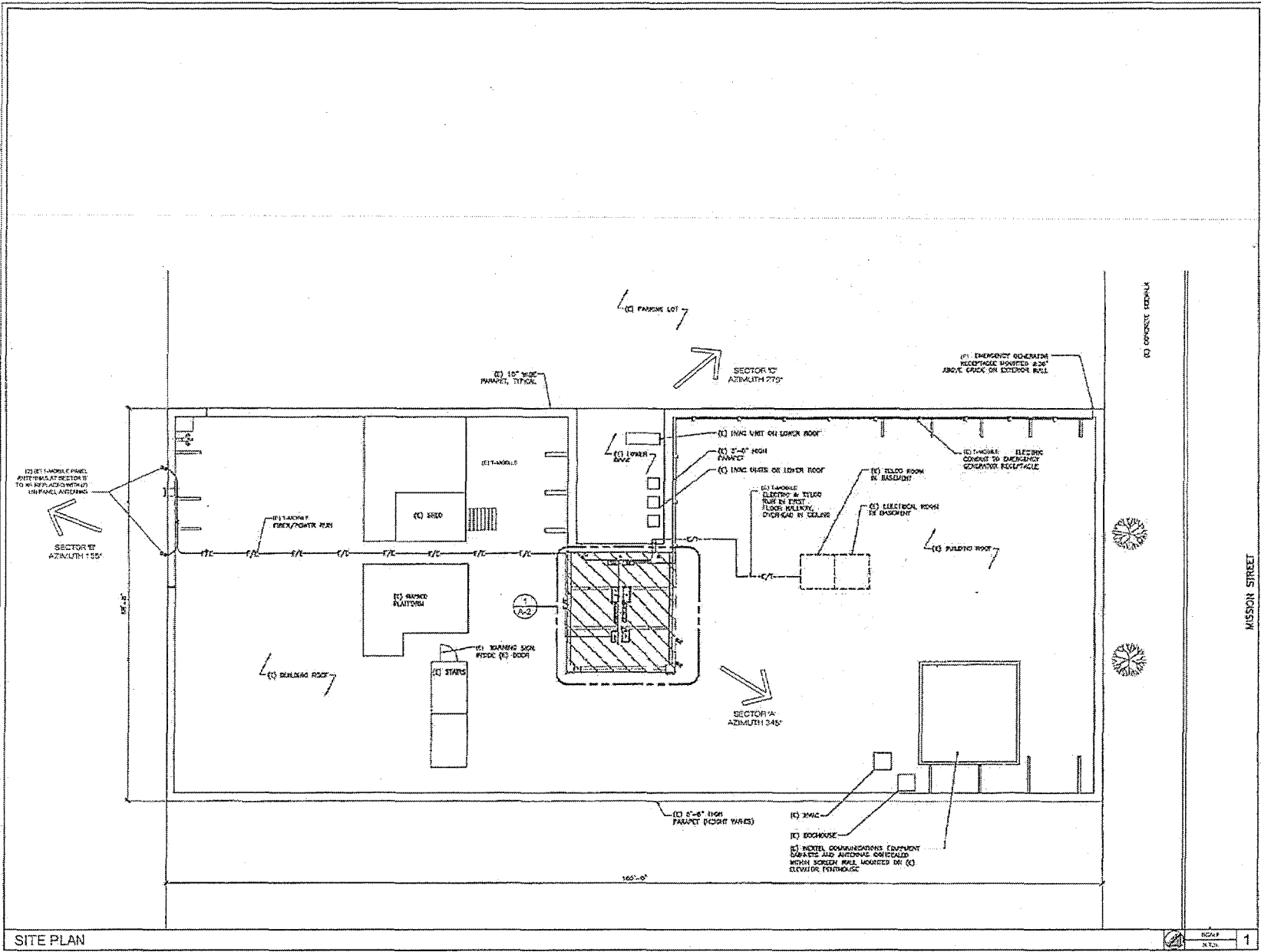




Existing



Proposed



SITE PLAN

SCALE 1/8"=1'-0" 1

T-Mobile
 150 GATEWAY BLVD 9TH FLOOR
 OAKLAND, CA 94612

PROJECT INFORMATION
SF70039M
HAVEN
PROPERTIES
 195 MISSION STREET
 SAN FRANCISCO, CA 94103

CURRENT ISSUE DATE
 07/07/2015

ISSUED FOR
CONSTRUCTION

REV.	DATE	DESCRIPTION	BY
04/21/2015	1906 00		MC
06/05/2015	1906 01		MC
06/26/2015	1906 02		MC
07/07/2015	1906 03		MC

PROJECT ARCHITECT/ENGINEER
ZON ARCHITECTS
 140 4TH STREET #202
 SAN FRANCISCO, CA 94103
 PHONE: (415) 740-9974
 FAX: (415) 984-3522

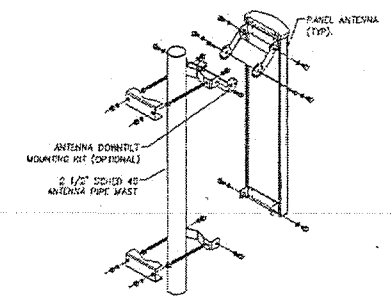
CONSULTANT

DRAWN BY: NS CHK: NS REV: DE

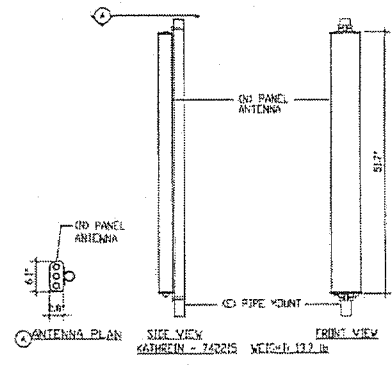
LICENSE

SHEET TITLE
SITE PLAN

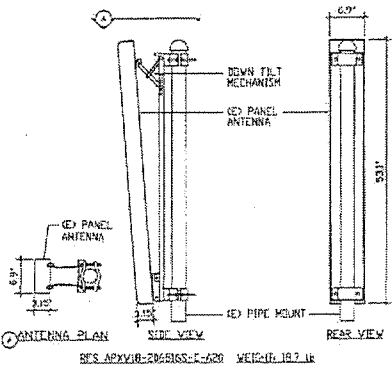
SHEET NUMBER
A-1



6 TYP. ANTENNA MOUNTING DETAIL 3



6 (E) PANEL ANTENNA TO BE REPLACED 2



4 NEW PANEL ANTENNA 1

TADORS WERT, LLC
T-Mobile
 186 GATEWAY BLVD 9TH FLOOR
 CONCORD, CA 94520

PROJECT INFORMATION:
**SF70039M
 HAVEN
 PROPERTIES**
 955 MISSION STREET
 SAN FRANCISCO, CA 94103

CURRENT ISSUE DATE:
07/07/2015

ISSUED FOR:
CONSTRUCTION

REV.	DATE	DESCRIPTION	BY
01/01/2015	1008 CD		NS
02/04/2015	1108 CD		NS
03/20/2015	1208 CD		NS
07/07/2015	1308 CD		NS

PROJECT ARCHITECT/ENGINEER:
ZON
ARCHITECTS
 455 KIRKLAND STREET
 SAN FRANCISCO, CA 94107
 PHONE: (415) 425-9224
 FAX: (415) 394-5222

CONSULTANT:
 (Blank space)

DRAWN BY: CHH. APLA
 NS NS DE



SHEET TITLE:
DETAILS

SHEET NUMBER:
A-3



T-Mobile West LLC
1855 Gateway Boulevard, 9th Floor
Concord, CA 94520

Bos-11
opage

Certified Mail Tracking Number 7015 1730 0001 0096 7649

February 9, 2016

Anna Hom
Consumer Protection and Safety Division
California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102

RECEIVED
CALIFORNIA PUBLIC UTILITIES COMMISSION
2016 FEB 17 PM 4:18
AK

**RE: T-Mobile West LLC, formerly known as T-Mobile West Corporation
Notification Letter for T-Mobile Site No. SF23213E: 810 Battery**

This letter provides the Commission with notice pursuant to the provisions of General Order No. 159A of the Public Utilities Commission of the State of California (CPUC) that with regard to the project described in Attachment A:

- (a) T-Mobile has obtained all requisite land use approval for the project described in Attachment A.
- (b) No land use approval is required because

A copy of this notification letter is being sent to the local government agency identified below for its information. Should the Commission or the local government agency have any questions regarding this project, or if anyone disagrees with the information contained herein, please contact Garry Willey, Senior Manager, Engineering Development for T-Mobile, at 925-521-5941, or contact Ms. Anna Hom of the CPUC Consumer Protection and Safety Division at 415-703-2699.

Sincerely,

Garry Willey
Senior Manager, Engineering Development
T-MOBILE WEST LLC

Enclosed: Attachment A

CC:
City and County of San Francisco, Office of the County Clerk, 1 Dr. Carlton B. Goodlett Pl, City Hall, Room 168, San Francisco, CA 94102-4678
City and County of San Francisco, Office of the City Administrator, 1 Dr. Carlton B. Goodlett Place, City Hall, Room 362, San Francisco, CA 94102-4678
City and County of San Francisco, Planning Department, Director of SF Planning, 1650 Mission Street, Suite 400, San Francisco, CA 94103

ATTACHMENT A

1. Project Location

Site Identification Number: SF23213E
Site Name: 810 Battery
Site Address: 810 Battery Street
San Francisco, CA 94111
County: City and County of San Francisco
Assessor's Parcel Number: 041-011
Latitude: N 37° 47' 56.09"
Longitude: W 122° 24' 3.12"

2. Project Description

Number of Antennas to be installed: 3 panel antennas
Building Design: Rooftop Mount
Building Appearance: Modify T-Mobile existing cell site on roof. Install (3) Antennas, 6 existing remain. Relocate 2 antennas from sector A to Penthouse wall; install 3 new RRU's at (N) antennas. Install 10' FRP wall to cover antennas.
Building Height: 94' 5.0" AGL RAD Center, 94' 5.0" top of antennas
Size of Building: N/A

3. Business Addresses of all Governmental Agencies

City and County of San Francisco, Office of the County Clerk, 1 Dr. Carlton B. Goodlett Pl, City Hall, Room 168, San Francisco, CA 94102-4678
City and County of San Francisco, Office of the City Administrator, 1 Dr. Carlton B. Goodlett Place, City Hall, Room 362, San Francisco, CA 94102-4678
City and County of San Francisco, Planning Department, Director of SF Planning, 1650 Mission Street, Suite 400, San Francisco, CA 94103

4. Land Use Approvals

Date Zoning Approval Issued: December 30, 2015
Land Use Permit #: 201504274678, see attached (CP-ZOK)
If Land use Approval was not required: N/A

The permit is approved and ready to be picked up by the contractor. There is an outstanding fee of \$552.34 that needs to be paid when the contractor goes to pick up the permit. When the contractor goes down to pull the permit, they also need to make sure that they have a letter from a T-Mobile representative authorizing the contractor to pull the permit on behalf of T-Mobile

Welcome to our Permit / Complaint Tracking System!

Permit Details Report

Report Date: 12/30/2015 8:35:09 AM

Application Number: 201504274678

Form Number: 3

Address(es): 0141 / 011 / 0 810 BATTERY ST

Description: MODIFY T-MOBILE EXISTING CELL SITE ON ROOF MOD INVOLVES; INSTAL 3 ANTENNAS, 6 EXISTING REMAIN. RELOCATE 2 ANTENNAS FROM SECTOR A TO PENTHOUSE WALL, INSTALL 3 NEW RRVS AT (N) ANT, FRD WALL OVER ANTENNAS TO SCREEN FROM VIEW PAINT WALL TO MATCH EXIST BLDG PENTHOUSE. MAHER ORDINANCE EXTEN IS NOT COMPLY.

Cost: \$20,000.00

Occupancy Code: U,B,R-2

Building Use: 24 - APARTMENTS

Disposition / Stage:

Action Date	Stage	Comments
4/27/2015	TRIAGE	
4/27/2015	FILING	
4/27/2015	FILED	
12/28/2015	PLANCHECK	
12/28/2015	APPROVED	

Contact Details:

Contractor Details:

Addenda Details:

Description:

Step	Station	Arrive	Start	In Hold	Out Hold	Finish	Checked By	Phone	Hold Description
1	HIS	4/27/15	4/27/15			4/27/15	JAYIN PATRICIA	415-558-6220	
2	CPB	4/27/15	4/27/15			4/27/15	SHEK KATHY	415-558-6070	
3	CP-ZOC	4/27/15	8/3/15			8/3/15	MASRY OMAR	415-558-6377	Approved modification to an existing T-Mobile macro Wireless Telecommunications Services (WTS) Facility. Legalize existing portion of facility (portion of antennas non-permitted); add 3 new panel antennas (at rooftop) and add screen walls for entire facility. Approved Certificate of Appropriateness.
4	MECH	8/4/15	9/1/15	9/1/15		10/28/15	LAU DANNY	415-558-6133	9-1-15, Hold for recheck. Route to PPC. 10-28-15, Recheck #1. Approved. Route to PPC.
5	SFFD	9/3/15	9/14/15			9/16/15	MCCOY MICHELLE	415-558-6177	Approved
6	DPW-BSM	9/16/15	9/23/15			9/23/15	CY LIONGTIAN	415-558-6060	9-23-15 A separate permit from the Bureau of Street-Use & Mapping (BSM) is required for work involving alteration, reconstruction or repair of sidewalk, curb or gutter in the City right-of-way. DPW/BSM sign off is required.
7	HEALTH	10/16/15	10/20/15			10/20/15	FOSDAHL PATRICK	415-252-3800	
8	BLDG	10/16/15	10/16/15			10/16/15	HUANG VIVIAN	415-558-6133	
									Approved modification to an existing T-Mobile macro Wireless Telecommunications Services (WTS)

Department of Building Inspection

9	CP-ZOC	11/10/15	11/30/15		11/30/15	MASRY OMAR	415-558-6377	Facility. Legalize existing portion of facility (portion of antennas non-permitted); add new panel antennas (at rooftop) and add screen walls for entire facility. Approved Certificate of Appropriateness.
10	BLDG	12/2/15	12/3/15		12/3/15	HUANG VIVIAN	415-558-6133	
11	MECH	12/4/15	12/4/15		12/4/15	ZHAN JAMES	415-558-6133	
12	SFFD	12/4/15	12/9/15		12/9/15	MCCOY MICHELLE	415-558-6177	re stamp cover sheet 12/9, to ppc
13	DPW-BSM	12/11/15	12/22/15		12/22/15	CY LIONGTIAN	415-558-6060	12-22-15 A separate permit from the Bureau of Street-Use & Mapping (BSM) is required for work involving alteration, reconstruction or repair of sidewalk, curb or gutter in the City right-of-way. DPW/BSM-sign off is required.
14	HEALTH	12/10/15	12/11/15		12/11/15	FOSDAHL PATRICK	415-252-3800	
15	PPC	12/24/15	12/24/15		12/24/15	THAI SYLVIA	415-558-6133	12/24/15: to CPB. 12/11/15: to BSM to restamp; TH. 12/10/15: to HEALTH to restamp; snt. 12/7/15: OTC denied for restamp again ; TH. 12/4/15: to SFFD for restamp; EC. 12/4/15: to MECH for restamp; EC. 12/2/15: to BLDG (then MECH, SFFD, BSM, and Health) for restamp; EC. 11/17/15: OTC denied for restamp; TH. 11/10/15: to DCP for restamp ; TH. 10/28/15: QC done. Index page need architect/Engineer's wet stamp and signature before sending it to CPB; EC. 10/20/15: Plans route back to Danny Lau; EC. 10/16/15am: to HEALTH. ibb 10/16/15: Laurel Ferguson took plans for OTC; EC. 10/9/15: to OTC; TH. 10/9/15: to Vivian Huang for OTC request; TH. 9/16/15: to BSM; EC. 9/3/15: to Fire; EC.
16	CPB	12/24/15	12/28/15			SHEK KATHY	415-558-6070	12/28/15: APPROVED. KS

Appointments:

Appointment Date	Appointment AM/PM	Appointment Code	Appointment Type	Description	Time Slots
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Inspections:

Activity Date	Inspector	Inspection Description	Inspection Status
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Special Inspections:

Addenda No.	Completed Date	Inspected By	Inspection Code	Description	Remarks
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For information, or to schedule an inspection, call 558-6570 between 8:30 am and 3:00 pm.

[Station Code Descriptions and Phone Numbers](#)

[Online Permit and Complaint Tracking home page.](#)

Technical Support for Online Services

If you need help or have a question about this service, please visit our FAQ area.

Permit Tracking System

Projects Location Stage Characteristics Routing/Addenda Payments Owner/Contractor/Agents Planning Dev Impact Fee

201504274678 Form 3 Proj Stage APPROVED MODIFY T-MOBILE EXISTING CELL Desc History

Date	Fee Code	Description	Account #	Amount	Due at	
12/28/2015	TECH SUR-F	Technology Surcharge	01961106	31.75	F	
12/28/2015	PLAN REV-F	Plan Review (filing) DBI	01961101	508.00	F	
12/28/2015	FIRE-F	Fire Plan Check Fee (Filing)	01960667	354.05	F	
12/28/2015	DCP-F	DCP Plan Check (F)	01960189	725.60	F	
12/28/2015	BLDGSTD-F	Bldg Stds Admin Spec Revolv Fund	01961164	1.00	F	
12/28/2015	DCP BOAS-I	DCP Board of Appeals Surcharge (Issue)	01960126	25.00	I	
12/28/2015	DBI BOAS-I	DBI Board of Appeals Surcharge (Issue)	01960126	25.00	I	
12/28/2015	STRG MO-I	Strong Motion Instrumentation Fee	01960645	5.60	I	
12/28/2015	TECH SUR-I	Technology Surcharge	01961106	9.74	I	
12/28/2015	FIRE INSP	Fire Inspection Fee (Issue)	01960668	230.00	I	
12/28/2015	BLDG-I	Bldg Permit Insp Fee (Issue)	01961115	218.00	I	
12/28/2015	REC RET-I	Records Retention Fee DBI (Issuing)	01961184	39.00	I	
Calculate Fees				Due at Filing	1,620.40	POS
Post-issuance Fees				Due at Issuance	552.34	POS
Total Due				2,172.74	POS	

552.34 due at time permit is picked up (\$1,620.40 was paid when we filed the permit)

From: West Area CPUC <WestAreaCPUC@VerizonWireless.com>
Sent: Thursday, February 18, 2016 7:09 PM
To: Masry, Omar (CPC); Administrator, City (ADM); Board of Supervisors, (BOS)
Cc: West Area CPUC
Subject: FW: CPUC Notification - Verizon Wireless - Metreon
Attachments: CPUC Notification - Verizon - Metreon.pdf

This is to provide your agency with notice according to the provisions of General Order No. 159A of the Public Utilities Commission of the State of California ("CPUC"). This notice is being provided pursuant to Section IV.C.2.

If you prefer to receive these notices by US Mail, please reply to this email stating your jurisdiction's preference.

Thank You



February 18, 2016

Ms. Anna Hom
Consumer Protection and Safety Division
California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102
alh@cpuc.ca.gov

RE: Notification Letter for Metreon
San Francisco-Oakland, CA / GTE Mobilnet of California Limited Partnership / U-3002-C

This is to provide the Commission with notice according to the provisions of General Order No. 159A of the Public Utilities Commission of the State of California ("CPUC") for the project described in Attachment A.

A copy of this notification letter is also being provided to the appropriate local government agency for its information. Should there be any questions regarding this project, or if you disagree with any of the information contained herein, please contact the representative below.

Sincerely,

Ruth L. Concepcion
West Territory Real Estate
15505 Sand Canyon Avenue, Irvine, CA 92618
WestAreaCPUC@VerizonWireless.com

CPUC Attachment A



Site Name	Metreon SB50 Temp
Legal Entity	GTE Mobinet of California, LP
Type of Project	Initial Build (new presence for VZWW)
Street Address of Site	135 Fourth Street
Site Location City	San Francisco
Site Location Zip Code	94013
Site Location County	San Francisco County
Site Location APN Number	3723 -114

Site Coordinates			
	Degrees	Minutes	Seconds
Latitude	37	47	1.58
Longitude	122	24	8.96
NAD 83			

Brief Description of Project
 INSTALL NEW UNMANNED VERIZON WIRELESS TELECOMMUNICATION FACILITY. ADD 1 BALL ANTENNA. ADD 18 RRHS AND 3 SURGE SUPPRESSORS, PLACE 1 6PAS ANTENNA AND ADD 1 MICROWAVE ON ROOF MOUNTED TRIPOD. TEMPORARY SITE 4 MONTHS.

Number & type of Antennas / Dishes	1 Ball antenna, 1 6PAS antenna, 1 MW
Tower Design	Roof mounted
Tower Appearance	Roof Mounted
Tower Height (in feet)	122 ft AGL
Size of Building or NA	N/A

LAND USE OR BUILDING APPROVALS	
Type of Approval Issued	Administrative Approval
Issue Date of Approval	11/5/2015
Effective Date of Approval	11/12/2015
Agency Name	San Francisco Planning Dept.
Approval Permit Number	BP: 20150058811
Resolution Number	N/A
Type of Approval Issued (2)	N/A
Issue Date of Approval (2)	N/A
Effective Date of Approval (2)	N/A
Agency Name (2)	N/A
Approval Permit Number (2)	N/A
Resolution Number (2)	N/A

Planning Director (or equivalent)	Wireless Planner
Contact 1 Email Address	omar.masry@sfgov.org
Contact 1 Agency Name	San Francisco Planning Department
Contact 1 Street Address	1660 Mission Street, #400
Contact 1 City, State ZIP	San Francisco, CA 94103

City Manager (or equivalent)	City Administrator, Naomi Kelly
Contact 2 Email Address	City.Administrator@sfgov.org
Contact 2 Agency Name	City of San Francisco
Contact 2 Street Address	1 Dr. Carlton B. Goodlett Place
Contact 2 City, State ZIP	San Francisco, CA 94102

City Clerk (or equivalent)	City Clerk of San Francisco
Contact 3 Email Address	Board.of.Supervisors@sfgov.org
Contact 3 Agency Name	City of San Francisco
Contact 3 Street Address	1 Dr. Carlton B. Goodlett Place
Contact 3 City, State ZIP	San Francisco, CA 94102

Director of School Board (or equivalent)	President of the School Board, Matt Haney
Contact 4 Email Address	Emily.Murase@sfnusd.edu
Contact 4 Agency Name	San Francisco Unified School District
Contact 4 Street Address	555 Franklin Street
Contact 4 City, State ZIP	San Francisco, CA 94012

Notes/Comments:

From: West Area CPUC <WestAreaCPUC@VerizonWireless.com>
Sent: Thursday, February 18, 2016 7:00 PM
To: Masry, Omar (CPC); Administrator, City (ADM); Board of Supervisors, (BOS)
Cc: West Area CPUC
Subject: CPUC Notification - Verizon Wireless - Palace
Attachments: CPUC Notification - Verizon - Palace.pdf

This is to provide your agency with notice according to the provisions of General Order No. 159A of the Public Utilities Commission of the State of California ("CPUC"). This notice is being provided pursuant to Section IV.C.2.

If you prefer to receive these notices by US Mail, please reply to this email stating your jurisdiction's preference.

Thank You



February 18, 2016

Ms. Anna Hom
Consumer Protection and Safety Division
California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102
alh@cpuc.ca.gov

RE: Notification Letter for Palace
San Francisco-Oakland, CA / GTE Mobilnet of California Limited Partnership / U-3002-C

This is to provide the Commission with notice according to the provisions of General Order No. 159A of the Public Utilities Commission of the State of California ("CPUC") for the project described in Attachment A.

A copy of this notification letter is also being provided to the appropriate local government agency for its information. Should there be any questions regarding this project, or if you disagree with any of the information contained herein, please contact the representative below.

Sincerely,

Ruth L. Concepcion
West Territory Real Estate
15505 Sand Canyon Avenue, Irvine, CA 92618
WestAreaCPUC@VerizonWireless.com

CPUC Attachment A



Site Name	Palace Hotel Temp (aka Market and 3rd)
Legal Entity	GTE Mobinet of California, LP
Type of Project	Initial Build (new presence for VZW)
Street Address of Site	2 New Montgomery Street
Site Location City	San Francisco
Site Location Zip Code	94105
Site Location County	San Francisco County
Site Location APN Number	3707 -052

Site Coordinates			
	Degrees	Minutes	Seconds
Latitude	34	47	17.70
Longitude	122	24	8.33
NAD 83			

Brief Description of Project

This is long term temp site located on the roof of the Palace Hotel. The site has three sectors mounted on non-penetrating tripods. Each tripod has one (1) 6 foot antenna, six (6) RRU's and one Raycap surge suppressor. One climate controlled cabinet is located in the middle of the roof.

Number & type of Antennas / Dishes	Three 6 foot antennas
Tower Design	Roof Mounted
Tower Appearance	N/A
Tower Height (in feet)	132' 2" AGL
Size of Building or NA	N/A

LAND USE OR BUILDING APPROVALS	
Type of Approval Issued	Administrative Approval
Issue Date of Approval	8/17/2015
Effective Date of Approval	8/17/2015
Agency Name	San Francisco Planning Dept.
Approval Permit Number	BP: 201508174475
Resolution Number	N/A
Type of Approval Issued (2)	N/A
Issue Date of Approval (2)	N/A
Effective Date of Approval (2)	N/A
Agency Name (2)	N/A
Approval Permit Number (2)	N/A
Resolution Number (2)	N/A

Planning Director (or equivalent)	Wireless Planner
Contact 1 Email Address	omar.masry@sfgov.org
Contact 1 Agency Name	San Francisco Planning Department
Contact 1 Street Address	1660 Mission Street, #400
Contact 1 City, State ZIP	San Francisco, CA 94103

City Manager (or equivalent)	City Administrator, Naomi Kelly
Contact 2 Email Address	city.administrator@sfgov.org
Contact 2 Agency Name	City of San Francisco
Contact 2 Street Address	1 Dr. Carlton B. Goodlett Place
Contact 2 City, State ZIP	San Francisco, CA 94102

City Clerk (or equivalent)	City Clerk of San Francisco
Contact 3 Email Address	Board_of.Supervisors@sfgov.org
Contact 3 Agency Name	City of San Francisco
Contact 3 Street Address	1 Dr. Carlton B. Goodlett Place
Contact 3 City, State ZIP	San Francisco, CA 94102

Director of School Board (or equivalent)	President of the School Board, Matt Haney
Contact 4 Email Address	Emily.Murase@sfusd.edu
Contact 4 Agency Name	San Francisco Unified School District
Contact 4 Street Address	555 Franklin Street
Contact 4 City, State ZIP	San Francisco, CA 94012

Notes/Comments:

From: Board of Supervisors, (BOS)
To: BOS-Supervisors
Subject: FW: CPUC Notification - Verizon Wireless - Powell and Ellis (Revised)
Attachments: CPUC Notification - Verizon - Powell and Ellis.pdf

From: West Area CPUC [mailto:WestAreaCPUC@VerizonWireless.com]
Sent: Friday, February 19, 2016 5:15 PM
To: Masry, Omar (CPC) <omar.masry@sfgov.org>; Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>; Administrator, City (ADM) <city.administrator@sfgov.org>
Cc: West Area CPUC <WestAreaCPUC@VerizonWireless.com>
Subject: CPUC Notification - Verizon Wireless - Powell and Ellis (Revised)

This is to provide your agency with notice according to the provisions of General Order No. 159A of the Public Utilities Commission of the State of California ("CPUC"). This notice is being provided pursuant to Section IV.C.2.

If you prefer to receive these notices by US Mail, please reply to this email stating your jurisdiction's preference.

Thank You



February 18, 2016

Ms. Anna Hom
Consumer Protection and Safety Division
California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102
alh@cpuc.ca.gov

RE: Notification Letter for Powell and Ellis
San Francisco-Oakland, CA / GTE Mobilnet of California Limited Partnership / U-3002-C

This is to provide the Commission with notice according to the provisions of General Order No. 159A of the Public Utilities Commission of the State of California ("CPUC") for the project described in Attachment A.

A copy of this notification letter is also being provided to the appropriate local government agency for its information. Should there be any questions regarding this project, or if you disagree with any of the information contained herein, please contact the representative below.

Sincerely,

Ruth L. Concepcion
West Territory Real Estate
15505 Sand Canyon Avenue, Irvine, CA 92618
WestAreaCPUC@VerizonWireless.com

CPUC Attachment A



Site Name	Powell & Ellis
Legal Entity	GTE Mobilnet of California LP
Type of Project	Initial Build (new presence for VZW)
Street Address of Site	33 POWELL STREET
Site Location City	SAN FRANCISCO
Site Location Zip Code	94102
Site Location County	SAN FRANCISCO
Site Location APN Number	0330-004

Site Coordinates			
	Degrees	Minutes	Seconds
Latitude	37	47	5.41
Longitude	122	24	28.14
NAD 83			

Brief Description of Project
 INSTALL NEW TELECOMMUNICATIONS FACILITY CONSISTING OF (2) NEW PANEL ANTENNAS CONCEALED WITHIN BLADE SIGN STRUCTURE AT EXISTING BUILDING FAÇADE, (4) NEW RRUS AT EXISTING BUILDING BASEMENT, AND (1) NEW EQUIPMENT CABINET EXISTING BUILDING BASEMENT TELECOM ROOM

Number & type of Antennas / Dishes	2 PANEL ANTENNAS
Tower Design	BUILDING FAÇADE
Tower Appearance	BLADE SIGN
Tower Height (in feet)	80'-11"
Size of Building or NA	N/A

LAND USE OR BUILDING APPROVALS	
Type of Approval Issued	Building Permit
Issue Date of Approval	2/17/2016
Effective Date of Approval	2/17/2016
Agency Name	City of San Francisco
Approval Permit Number	2015.1214.5120
Resolution Number	N/A
Type of Approval Issued (2)	N/A
Issue Date of Approval (2)	N/A
Effective Date of Approval (2)	N/A
Agency Name (2)	N/A
Approval Permit Number (2)	N/A
Resolution Number (2)	N/A

Planning Director (or equivalent)	Wireless Planner
Contact 1 Email Address	omar.masry@sfgov.org
Contact 1 Agency Name	City of San Francisco
Contact 1 Street Address	1660 Mission Street, #400
Contact 1 City, State ZIP	San Francisco, CA 94103

City Manager (or equivalent)	City Administrator
Contact 2 Email Address	city.administrator@sfgov.org
Contact 2 Agency Name	City of San Francisco
Contact 2 Street Address	1 Dr. Carlton B. Goodlett Place
Contact 2 City, State ZIP	San Francisco, CA 94102

City Clerk (or equivalent)	Clerk of the Board
Contact 3 Email Address	Board.of.Supervisors@sfgov.org
Contact 3 Agency Name	City of San Francisco
Contact 3 Street Address	1 Dr. Carlton B. Goodlett Place
Contact 3 City, State ZIP	San Francisco, CA 94102

Director of School Board (or equivalent)	N/A
Contact 4 Email Address	N/A
Contact 4 Agency Name	N/A
Contact 4 Street Address	N/A
Contact 4 City, State ZIP	N/A

Notes/Comments:

From: Board of Supervisors, (BOS)
To: Somera, Alisa (BOS); Ausberry, Andrea
Subject: File 160102 FW: MPNA Support for Stronger Formula Retail Controls
Attachments: MPNA Letter of Support for Stronger Formula Controls Polk NCD-4.pdf; ATT00001.txt; Polk Street.pdf

-----Original Message-----

From: Suzanne Markel-Fox [mailto:foxsm7212@icloud.com]
Sent: Thursday, February 18, 2016 11:38 AM
To: Peskin, Aaron (BOS) <aaron.peskin@sfgov.org>; Avalos, John (BOS) <john.avalos@sfgov.org>; Breed, London (BOS) <london.breed@sfgov.org>; Campos, David (BOS) <david.campos@sfgov.org>; Cohen, Malia (BOS) <malia.cohen@sfgov.org>; Farrell, Mark (BOS) <mark.farrell@sfgov.org>; Kim, Jane (BOS) <jane.kim@sfgov.org>; Mar, Eric (BOS) <eric.mar@sfgov.org>; Tang, Katy (BOS) <katy.tang@sfgov.org>; Wiener, Scott <scott.wiener@sfgov.org>; Yee, Norman (BOS) <norman.yee@sfgov.org>; Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>
Cc: Middle Polk Neighbourhood Association <moe@middlepolk.org>; Middle Polk Neighbourhood Association <suzanne@middlepolk.org>
Subject: MPNA Support for Stronger Formula Retail Controls

Dear Board,

Attached are (1) the Middle Polk Neighborhood Association's statement of support for Stronger Formula Retail Controls and (2) the letter of support for our position from the North Beach Merchants Association. We firmly believe that the limited capacity and pedestrian scale of the critical North/South corridor that is the Polk NCD needs protection from formula retail/big box chain stores to survive. We cherish the neighborhood quality and local character of our neighborhood and the independent merchants that make it so.

Thank you for considering our position.

Kind regards,

Suzanne Markel-Fox
Vice-Chair, Middle Polk Neighborhood Association Chair, MPCBD/Discover Polk CBD Steering Committee



Middle Polk Neighborhood Association (MPNA) covers the geographic area bounded by California/Broadway/Van Ness and Leavenworth. A core portion of the Polk Neighborhood Commercial District lies within our boundaries. We are in strong support of stronger formula retail controls for the Polk Neighborhood Commercial District embodied by this legislation.

Saving Our Neighborhood Character and Distinctiveness

The Polk NCD is home to a wide variety of small, independent, local and legacy businesses that make up the unique character of the corridor. Given the density of the Polk NCD, the corridor is ideal for walking and cycling and is well served by public transit. The eclectic mix of local businesses is essential to the character, charm and distinctiveness of the neighborhood. According to the real estate website Curbed SF, our neighborhood is one of the most charming neighborhood corridors in San Francisco due to the high concentration of locally owned independent businesses along the Polk NCD.¹ Our neighbors, friends from throughout the City and the Bay Area and the world, love to stroll down Polk Street and visit legendary businesses like Russian Hill Bookstore, The Jug Shop, Shanghai Kelly's, Swan Oyster Depot, Victor's Pizza, Cordon Bleu or Polk Street's last remaining historic LGBT bar, Cinch. Polk Street is far from being Anytown USA, but without stronger formula controls that could all change.

Existing small businesses are under constant threat from eviction by landlords in search of higher paying formula tenants. Indeed, time is of the essence to protect the Polk NCD as the City is about to simultaneously embark on the Polk Street sewer replacement project, combined with the Van Ness BRT that, despite the City's best mitigation efforts, will result in significant business disruption to merchants for up to 3 years. As the City has recognized in planning the Polk Street project, Polk Street is a narrow street in need of improvements to enhance pedestrian and bicyclist safety and improvements to enhance the experience of visiting the many small independent neighborhood storefronts along the corridor. For the past two years, our neighborhood has had to deal with proposals by large formula big-box retailers who have attempted to move into the Polk NCD and

¹ Curbed SF link San Francisco's Most Charming Neighborhoods RentLingo study:
http://sf.curbed.com/archives/2016/02/10/are_these_the_most_charming_neighborhoods_in_san_francisco.php



opportunistically gobble up the few remaining suitable sites for appropriately scaled mixed-use housing development that can add to and enhance the character of the NCD. This legislation is needed now to ensure that the character and distinctiveness of our neighborhood are preserved for future generation of San Franciscans and to support the City's housing goals.

North Beach and Hayes Valley are Thriving With Stronger Formula Controls

North Beach and Hayes Valley were pioneers in the field of stronger formula retail controls. Both neighborhoods are thriving with strong, independent, local and creative retail and commercial uses. Both neighborhoods serve their local neighbors and attract visitors from all over the City, the Bay Area and the world. For the Polk Street NCD, stronger formula retail controls, combined with smart city planning, development and zoning, and active neighborhood and merchant engagement, will sustain and nurture a vibrant creative space for growth for the future.

New Formula Retail Still Allowed on Van Ness Avenue and Grandfathered Uses

Whereas this legislation restricts new formula retail uses in the Polk NCD, such uses are entirely permitted on Van Ness Avenue. This makes sense, as Van Ness Avenue is more heavily trafficked by automobiles and already home to many larger format big-box retailers as well as other formula retail uses. Moreover, existing formula uses within the Polk NCD will be not be impacted by this legislation. Even if such formula retailers turned over, other formula retailers could be grandfathered in as non-conforming uses. Formula retail controls have no impact on whole categories of businesses such as pharmacies like Walgreens who has a significant presence in the NCD with 3 outlets.

We urge you to APPROVE this legislation to support the Polk Street NCD.



2/09/16

North Beach Business Association
PO Box 330187
San Francisco, CA
94133

Supervisor Aaron Peskin,

Our organization is writing to support the Polk Street Merchants and Neighbors to keep their corridor free of additional formula retail outlets. As one of the first commercial districts to completely ban formula retail from occupying any commercial space in our neighborhood, we encourage you to consider moving forward in adding this type of ban in the Polk Street area. We believe that by only allowing independent businesses to operate, we have fostered a positive atmosphere which encourages the continued presence of unique stores and restaurants which define our commercial corridor. It has been enormously helpful in maintaining an environment that draws visitors from all around the world to visit us and sample our blend of businesses that are only to be had here in North Beach.

The presence of Formula Retail in neighborhood commercial districts creates a homogeneous atmosphere and results in higher rents as these corporate models can offer to pay much higher rent than our independents. San Francisco is known as a City of neighborhoods, each with its own personality and special qualities. An excessive amount of Formula Retail destroys this kind of neighborhood character.

We encourage your organizations to move forward in submitting legislation that will permanently protect your independent neighborhood businesses and the unique environment that are the upper and middle Polk NCD's.

Yours,
Fady Zoubi, President, NBBA

We encourage your organizations to move forward in submitting legislation that will permanently protect your independent neighborhood businesses and the unique environment that are the upper and middle Polk NCD's.

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BOARD OF DIRECTORS

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SafetyBeltSafe U.S.A.

1124 West Carson Street, LA BioMed, Building B-1 West, Torrance, CA 90502
Mailing address: P. O. Box 553, Altadena, CA 91003 www.carseat.org
(310) 222-6860 (800) 745-SAFE Spanish: (800) 747-SANO FAX (310) 222-6862

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Project Coordinator

John Stubbs, CPSTI, Sp.Needs

Program Consultant

Heidi Heflin, RN, MN, CNS, CPSTI, Sp.Needs

Program Consultant

January 11, 2016

To: Board of Supervisors

From: Stephanie M. Tombrello, LCSW, CPSTI
Executive Director, SafetyBeltSafe U.S.A.

Re: Safety Seat Checkup Week, April 3 – 9, 2016

RECEIVED
BOARD OF SUPERVISORS
SANTA FE SPRING
2016 FEB 16 PM 4:55

Motor vehicle crashes remain the number 1 cause of death and permanent injury to children in California. You can help save children from suffering preventable injuries by helping to make Safety Seat Checkup Week, April 3 – 9, a special event in your county.

With the passage of the new child restraint law requiring children under 2 to ride rear facing (until 40" or 40 lbs or more, enforced from 1/1/17), parents need more help than ever to know how to keep children safe.

SafetyBeltSafe U.S.A. is available to you as a resource for posters, pamphlets, speakers, program ideas, and information about California buckle-up laws. We would appreciate it if the Board of Supervisors would:

- Issue a proclamation in recognition of Safety Seat Checkup Week (sample enclosed). Your support for this effort, shared with your county media, may encourage them to publicize this subject more widely. Send your proclamation to us in advance for display at Safety Seat Checkup Day on April 9.
- Encourage law enforcement agencies to increase the focus on violations of child safety seat and safety belt laws during Special Enforcement Week, March 27 – April 2, sponsored by the Peace Officers Association of Los Angeles County, to protect children's welfare.
- Distribute posters and pamphlets, available from SafetyBeltSafe U.S.A., through county agencies and employees. Put up our permanent "Buckle-Up" parking lot signs.

In Los Angeles County, for example, SafetyBeltSafe U.S.A. is holding a major event as the culmination of the Week:

Safety Seat Checkup Day on Saturday, April 9, from 10:00 a.m. to 2:00 p.m. at the Petersen Automotive Museum parking lot in Los Angeles

Families will receive a detailed inspection of the installation and use of their safety seats; told if the safety seats have been recalled; and shown how to use them correctly. Error rates are typically more than 90%.

Your support for this effort, reported to newspapers in your county, may encourage them to publicize this subject more widely. Please share your ideas for Safety Seat Checkup Week with us.

Enc: 130 Co.proclamation; 630CA; 172/s; 664/s

8

SafetyBeltSafe U.S.A.

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CNE
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General Pediatrician
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PROCLAMATION

WHEREAS, the number one preventable cause of death and injury of children and young adults is the automobile collision; and

WHEREAS, more than 90 child passengers under fifteen are killed and more than 10,000 injured in automobile collisions in California in each year; and

WHEREAS, 71% of small children killed in crashes would be alive today if they had been properly restrained in child safety seats; and

WHEREAS, 45% of injuries to child occupants ages four to eight could be prevented with the use of booster seats; and

WHEREAS, more than 90% of child safety seats are used incorrectly; and

WHEREAS, the State of California requires that all occupants be properly restrained in safety seats or safety belts with children in the back seat until at least age eight; and

WHEREAS, the State of California requires all occupants of motor vehicles to be buckled up correctly on every ride;

WHEREAS, crash-tested safety seats are moderately priced and widely available for purchase at retail stores and at low cost from safety seat distribution programs throughout California; and

WHEREAS, SafetyBeltSafe U.S.A. has been dedicated for more than 35 years to protecting children from injury or death while being transported in a motor vehicle:

NOW BE IT PROCLAIMED BY THE COUNTY OF _____
THAT APRIL 3 – 9, 2016, BE DECLARED SAFETY SEAT CHECKUP
WEEK.

The national non-profit organization dedicated to child passenger safety since 1980

SafetyBeltSafe U.S.A.

Safety Seat Checkup Day

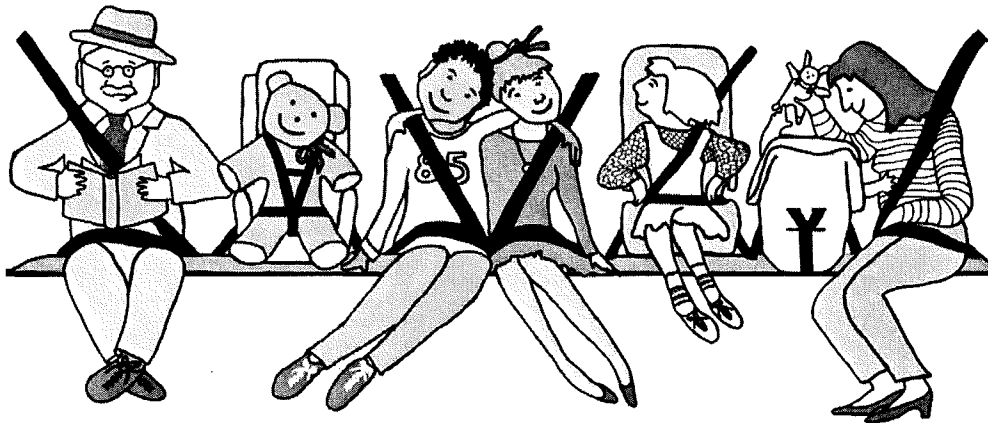
Saturday, April 9 • 10:00 a.m. to 2:00 p.m.*

*For a checkup appointment, call 310/222-6860. If you do not have an appointment, there may be a wait of more than one hour or you may be turned away.

11:30 a.m. Welcome Ceremony and Recognition of Notable Guests

Petersen Automotive Museum

6060 Wilshire Blvd., Los Angeles 90036 (Wilshire at Fairfax parking lot)



Buckling up is a family affair.

Safety Seat Checkup Week April 3 – 9, 2016

Sponsors: California Office of Traffic Safety, Pomona Police Dept., Toyota Motor Sales, U.S.A.

Major Supporter: Peace Officers Association of Los Angeles County

FREE SAFETY SEAT CHECKUP

More than 90% of the car seats we check have one or more errors.

Meet Bucklebear and his friends.

Help save children's lives with your tax-deductible support.

***SafetyBeltSafe* U.S.A. Box 553 Altadena, CA 91003 310/222-6860 www.carseat.org**

SafetyBeltSafe U.S.A. is the national, non-profit, member-supported organization for child passenger safety.

Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration

***SafetyBeltSafe* U.S.A.**

Día de Inspección de Sillas de Seguridad

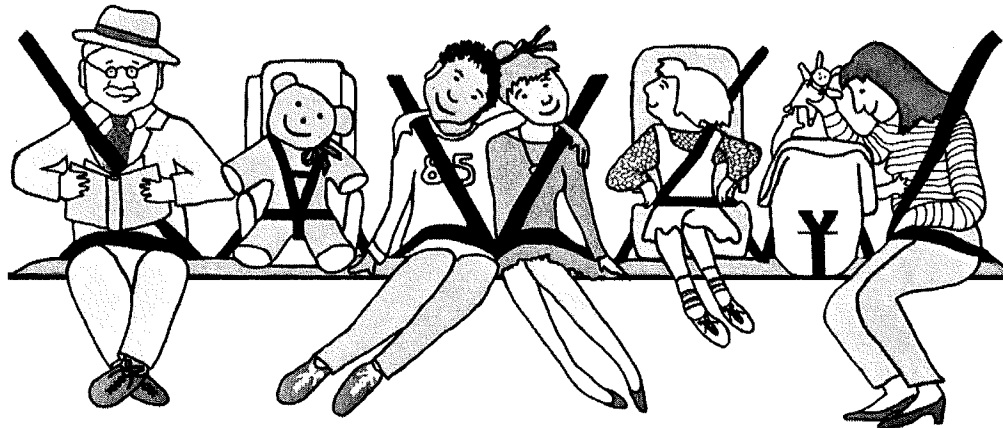
Sábado, 9 de Abril • 10:00 a.m. a 2:00 p.m.*

*Llame a 310/222-6862 un día anterior para una cita para la inspección. Si usted no tiene cita, el tiempo de espera puede ser más de una hora o puede que se le niegue este servicio.

11:30 a.m. Ceremonia de Bienvenida y Reconocimiento de Invitados de Honor

Petersen Automotive Museum

6060 Wilshire Blvd., Los Angeles 90036
(Estacionamiento en la esquina de Wilshire y Fairfax)



El abrocharse el cinturón es algo que concierne a toda la familia.

Semana de Inspección de Sillas de Seguridad

Del 3 – 9 de Abril, 2016

Patrocinadores: California Office of Traffic Safety, Pomona Police Department, Toyota Motor Sales, U.S.A.

Partidario Principal: Peace Officers Association of Los Angeles County

INSPECCIÓN GRATIS DE SILLAS DE SEGURIDAD

Más del 90% de las sillas de seguridad que inspeccionamos tienen uno o más errores.

Conozca al oso "Bucklebear" y a sus amiguitos.

Ayude a salvar la vida de niños por medio de su donación, la cual puede ser deducible de sus impuestos.

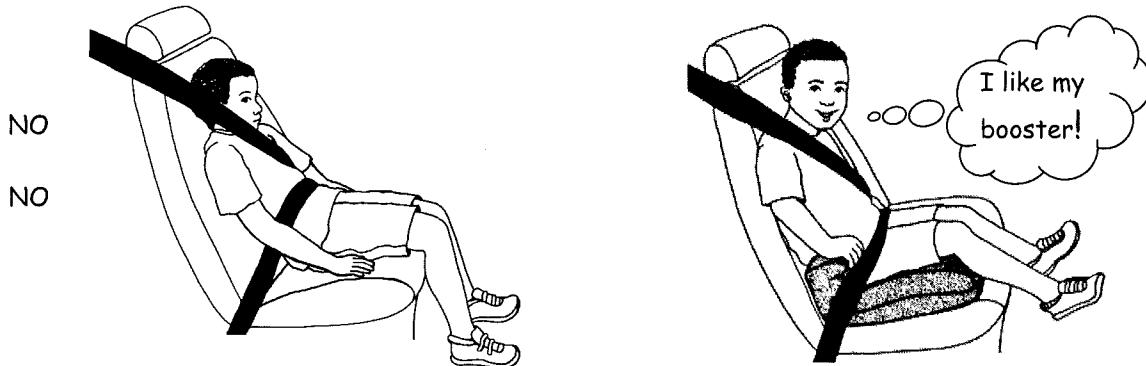
***SafetyBeltSafe* U.S.A. Box 553 Altadena, CA 91003 310/222-6862 www.carseat.org**

SafetyBeltSafe U.S.A. es una organización nacional, no lucrativa, dedicada a la seguridad de los pasajeros menores, sostenida por sus miembros.

Los fondos para éste programa fueron proveídos por un donativo de California Office of Traffic Safety y National Highway Traffic Safety Administration.

CALIFORNIA CHILD PASSENGER SAFETY LAW

- Children under age 8 must be properly buckled into a car seat or booster in the back seat.
- Children age 8 or older may use the vehicle safety belt if it fits properly with the lap belt low on the hips, touching the upper thighs, and the shoulder belt crossing the center of the chest. If children are not tall enough for proper belt fit, they must ride in a booster or child safety seat.
- Everyone in the car must be properly buckled up. For each child under 16 who is not properly secured, parents (if in the car) or drivers can be fined more than \$500 and get a point on their driving records.



Most kids need to ride in a booster seat until age 10 to 12. Using a booster instead of just a belt prevents 45% of crash injuries.

If your child isn't using a booster, try the simple test below the next time you ride together in the car. You may find that your child is not yet ready to use a safety belt without a booster.

The 5-Step Test

1. Does the child sit all the way back against the auto seat?
2. Do the child's knees bend comfortably at the edge of the auto seat?
3. Does the belt cross the shoulder between the neck and arm?
4. Is the lap belt as low as possible, touching the thighs?
5. Can the child stay seated like this for the whole trip?

If you answered "no" to any of these questions, your child needs a booster seat to make both the shoulder belt and the lap belt fit right for the best crash protection. Your child will be more comfortable, too.

For best protection, all children should ride in the back seat. It's twice as safe as the front!

For a list of programs with low-cost safety seats, call your local health department at _____
For assistance with inspecting or installing a safety seat, visit www.seatcheck.org or www.nhtsa.gov/cps/cpsfitting or call 866-SEAT-CHECK or your local CHP office.
For more information: SafetyBeltSafe U.S.A. www.carseat.org 800-745-SAFE (English) 800-747-SANO (Spanish)

Funding for this program was provided by a grant from the California Office of Traffic Safety through the National Highway Traffic Safety Administration.

California Buckle-Up Laws for Parents

Car crashes are the #1 preventable cause of death of children and young adults, as well as a major cause of permanent brain damage, epilepsy, and spinal cord injuries. A sudden stop at 30 miles per hour could cause the same crushing force on your child's brain and body as a fall from a three-story building. Fortunately, by buckling up children, we can prevent most of these deaths and serious injuries.

(V.C. 27360) All children under age 8 must be properly buckled into a safety seat or booster in the back seat.

Exceptions: A child who weighs more than 40 pounds and is riding in a car without lap and shoulder belts in the back seat may wear just a lap belt. A child under age 8 who is at least 4'9" may wear a safety belt if it fits properly. Children under age 8 may ride in the front if there is no forward-facing rear seat in the vehicle, the child restraint cannot be properly installed in rear seat, all rear seats are occupied by other children age 7 or under, or for medical reasons. A child in a rear-facing safety seat may not ride in front if there is an active passenger air bag.

(V.C. 27360.5) Children age 8 or more may use the vehicle safety belt if it fits properly with the lap belt low on the hips, touching the upper thighs, and the shoulder belt crossing the center of the chest. If children are not tall enough for proper belt fit, they must ride in a booster or safety seat.

Consequences for failing to properly buckle up any child under 16

- **The parent** gets the ticket if a child under 16 is not properly buckled up.
- **The driver** gets the ticket if the parent is not in the car.
- The cost of a ticket could be more than \$500* per child; the fine for a second offense could be more than \$1000* per child. One point is added to the driving record, which could raise insurance rates. Part of the fine money goes to a special fund to help pay for local safety seat education and distribution programs.

Related Information

- Older babies and toddlers should ride in a rear-facing convertible seat until they are at least two years old. Check manufacturer's instructions for the maximum weight (30-50 lbs.).
- Children should ride in a safety seat with a harness as long as possible (40-90 lbs., depending on the model).
- Children who have outgrown their safety seats need a booster for proper belt fit (usually until age 10-12). To find out if a child is tall enough to wear just a safety belt, try the 5-Step Test (see other side).
- Auto insurers are required to replace safety seats that were in use or damaged during a crash.

(V.C. 27315) Drivers and passengers 16 or older must be **properly buckled up** in vehicle safety belts.

The driver may be ticketed for not wearing a belt and for each unbuckled passenger. Fine is more than \$100* per person. **Passengers** also may be ticketed for not being properly buckled up.

(V.C. 23116) Pickup truck passengers also must be **properly buckled up**.

The driver may be ticketed for letting passengers ride in the back of a pickup truck.

Passengers also may be ticketed for not being properly buckled up.

The cost of a ticket could be more than \$250* for each unbuckled adult. No exemption for camper shells.

Other Laws to Protect Children

- **Children left in vehicle (V.C. 15620):** A child 6 years old or less may not be left alone in a vehicle if the health or safety of the child is at risk, the engine is running, or the keys are in the ignition. The child must be supervised by someone at least age 12. The cost of a ticket could be more than \$500.*
- **Smoking in a vehicle [Health and Safety Code 118948(a)]** is prohibited if a child under 18 is present. The cost of a ticket could be more than \$500.*
- **Helmets (V.C. 21212, 21204, 27803):** Children under age 18 who are skating or riding on a bicycle, scooter, or skateboard must wear a properly fitted and fastened helmet. All drivers and passengers on a motorcycle must wear a helmet that meets federal standards, fits correctly, and has the proper label.

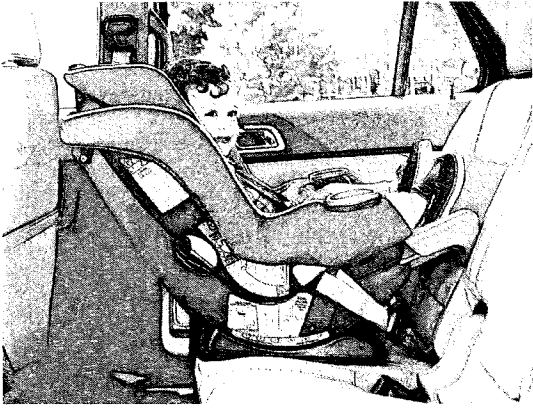
*Fine amounts shown include penalty assessments

SafetyBeltSafe U.S.A. P.O. Box 553, Altadena, CA 91003 www.carseat.org (800) 745-SAFE

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Important: Call to check if there is a more recent version before reproducing this document.

Count Down to January 1, 2017

A Year of Education about Riding Rear Facing



Do you care about a child?

Then you need to know that the law on protecting young children in the car is changing.

From January 1, 2017, children under age 2 must ride **rear facing** in safety seats (except those 40 inches tall or more or weighing 40 lbs. or more).

Riding rear facing is 5 times safer than riding facing the front of the car. Safety experts recommend that children ride rear facing for as long as possible.

The new part of the California law will not be enforced until January 1, 2017. We need to teach everyone the law before enforcement begins.

Penalty after 1/1/17: fine with court fees is \$500 & a point on the license (enforced against the parent, or the driver if the parent is not present).

Each one, teach one—or more!

Spread the word: share it, post it, tag it, tweet it...

Don't wait until January 2017 to keep children rear facing until at least age 2 – start now to keep children safe!

For help and advice on the correct way to buckle up all children, visit www.carseat.org or call 800/745 SAFE or 800/746-SANO.

Congratulations to California Assembly member Cristina Garcia (Bell Gardens) whose successful introduction of the law will protect young children from the #1 cause of childhood death and injury.

SafetyBeltSafe U.S.A. P.O. Box 553, Altadena, CA 91003 www.carseat.org 310-222-6860

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#664 (11-12-15)

Cuenta Regresiva para Enero 1 del 2017

Un Año de Educación acerca de Viajar Orientados Hacia Atrás



¿Le importa su hijo?

Entonces necesita saber que la ley sobre protección para niños pequeños está cambiando.

Empezando Enero 1, del 2017, los niños menores de 2 años deberán viajar **orientados hacia atrás** en asientos de seguridad (excepto aquellos cuya estatura es de 40 pulgadas o más o pesan 40 lbs. o más).

El viajar orientados hacia atrás es 5 veces más seguro que viajar orientados hacia el frente del vehículo. Los expertos en seguridad recomiendan que los niños viajen orientados hacia atrás tanto tiempo como sea posible.

La parte nueva de la ley de California no entrará en efecto hasta Enero 1 del 2017. Necesitamos enseñar esta ley a todas las personas antes de esa fecha.

La penalidad después de 1/1/17: la multa incluyendo cargos de la corte será de \$500 & un punto en su licencia de conducir (la multa será para el padre, o para el conductor si el padre no está presente).

¡Cada uno, enseñe a uno—o más!

Difunda la palabra: compártala, publíquela, pásela, envíela por twitter...

No espere hasta Enero del 2017 para mantener a sus niños orientados hacia atrás hasta que tengan por lo menos 2 años —¡ empiece ahora a mantenerlos seguros!

Para obtener ayuda o consejos sobre la manera correcta de abrochar a sus niños, visite www.carseat.org o llame al 800/745 SAFE o 800/746-SANO.

Felicitaciones al miembro de la Asamblea de California, Cristina Garcia (Bell Gardens) cuya exitosa introducción de la ley protegerá a los niños pequeños de la causa # 1 de muertes y lastimaduras en la infancia.

SafetyBeltSafe U.S.A. P.O. Box 553, Altadena, CA 91003 www.carseat.org (800) 745-SAFE

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#664s (11-12-15)

From: Board of Supervisors, (BOS)
To: BOS-Supervisors
Subject: FW: TO THE MEMBERS OF THE BOARD OF SUPERVISORS

From: David Phillips [mailto:dfp18@columbia.edu]
Sent: Wednesday, February 17, 2016 11:55 AM
To: Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>
Subject: TO THE MEMBERS OF THE BOARD OF SUPERVISORS

Please distribute this to the members of the board.

I object to the plan to modify the L-Taraval Streetcar line by eliminating stops.

- There is no need to make the L-Taraval a few minutes faster. It is OK the way it is.
- Especially there is no need to make it faster by eliminating stops. You could make it MUCH faster by eliminating ALL stops, but then it wouldn't serve the community. Eliminating stops degrades the utility of the line.
- The L-Taraval is not just a conveyor belt to get people downtown. It is a vital part of the Sunset community infrastructure. Don't make it harder for local people to use.
- Especially especially don't discontinue 28th Avenue, because that's where the post office is. For disabled people like me it would be a severe burden to have to walk two blocks each way to get to a streetcar stop. My only alternative would be to drive, and City Hall wants people to stop driving and take MUNI.

This is a very bad idea and should be turned off.

BOS 11, Rules, Copies
File No 160081

From: Board of Supervisors, (BOS)
Sent: Friday, February 19, 2016 8:35 AM
To: BOS-Supervisors
Cc: Evans, Derek
Subject: FW: Police Commission Resolution 16-13 - File No. 160081
Attachments: res 16-13 Support of Charter Amendment.pdf

From: SFPD, Commission (POL)
Sent: Thursday, February 18, 2016 5:26 PM
To: Lee, Edwin (ADM) <edwin.lee@sfgov.org>; Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>; Cohen, Malia (BOS) <malia.cohen@sfgov.org>
Cc: Hicks, Joyce (OCC) <joyce.hicks@sfgov.org>; Kilshaw, Rachael (POL) <Rachael.Kilshaw@sfgov.org>; Suzy Loftus (suzyloftus@hotmail.com) <suzyloftus@hotmail.com>
Subject: Police Commission Resolution 16-13

Honorable Mayor Lee and Honorable Board of Supervisors,

Please see attached Police Commission Resolution 16-13 supporting Supervisor Cohen's proposed Charter Amendment to increase the OCC's jurisdiction to investigate officer-involved shootings.

Thank you,
Risa Tom
San Francisco Police Commission
1245 Third Street, 6th Floor
San Francisco, CA 94158
(415) 837-7070

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The Police Commission

CITY AND COUNTY OF SAN FRANCISCO

February 18, 2016

Honorable Mayor Edwin Lee
City Hall, Room 200
San Francisco, CA 94103

Honorable Board of Supervisors
City Hall, Room 244
San Francisco, CA 94103

Dear Honorable Mayor Lee and Honorable Board of Supervisors:

At the meeting of the Police Commission on Wednesday, February 17, 2016, the following resolution was adopted:

RESOLUTION NO. 16-13

RESOLUTION SUPPORTING SUPERVISOR COHEN'S PROPOSED CHARTER AMENDMENT TO INCREASE THE OCC'S JURISDICTION TO INVESTIGATE OFFICER INVOLVED SHOOTINGS

WHEREAS, the OCC's current jurisdiction is to investigate officer-involved shootings only when a complaint is filed;

WHEREAS, on January 26, 2016, Supervisor Malia Cohen introduced a proposed Charter amendment to increase the OCC's jurisdiction to investigate officer-involved shootings;

WHEREAS, this Charter amendment would enable the OCC to immediately begin investigations in all San Francisco Police Department officer-involved shootings resulting in death or serious bodily injury; therefore be it

RESOLVED, that the San Francisco Police Commission supports Supervisor Malia Cohen's proposed Charter amendment to increase the OCC's jurisdiction to investigate officer-involved shootings.

AYES: Commissioners Loftus, Turman, Marshall, DeJesus, Mazzucco, Melara, Hwang

Very truly yours,

Sergeant Rachael Kilshaw
Secretary

San Francisco Police Commission

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO, CA
2016 FEB 19 AM 8:51

cc: Director J. Hicks/OCC

From: Board of Supervisors, (BOS)
To: BOS-Supervisors
Subject: FW: Clean Power SF arrives @ last - build out of local renewable projects tied to the program // why not at the SFPUC site the Balboa Reservoir? BRCAC

From: Aaron Goodman [mailto:amgodman@yahoo.com]
Sent: Thursday, February 18, 2016 8:22 PM
To: Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>
Subject: Fw: Clean Power SF arrives @ last - build out of local renewable projects tied to the program // why not at the SFPUC site the Balboa Reservoir? BRCAC

Joshua Sabatini

Glad to see Clean Power SF's new automatic enrollment feature and the discussion of upfront efforts by Eric Brooks of the SF Green Party to spear-head the efforts.

My question comes from the SFPUC "conservative" approach to building out renewable projects tied to the program mentioned by Eric.

There seems to be a lacking visionary effort by the SFPUC to provide ideas and concepts for future sewer, water, and energy needs in SF with local power sourced energy creation. However the BRCAC was supposed to tackle this issue more robustly. I attended many of the meetings and suggested the need to look seriously at energy creation, or energy storage and water retention and secondary systems for sewage treatment since both major sewage areas are at low-ocean sea water level on the east and west sides and susceptible to rising sea water issues.

Perhaps a more adequate approach would be to ask why the BRCAC did not take a more robust approach to energy creation and not just housing production on the Balboa Reservoir Site.

I would hope that the SFPUC and the BRCAC look more seriously at energy creation and storage, for sewage, water, and energy creation in our urban boundaries, since we only have so much available land, and the Balboa Reservoir site is ideally situated to do more than just file and stack more people.

I would like to hear more about ideas even competition design efforts maybe by CCAC or AAU and UC Berkeley and Stanford along with maybe a panel from the SFPUC and Green Party and Sierra Club on this to look seriously and critically on local energy options and ideas.

Sincerely

Aaron Goodman D11

From: Board of Supervisors, (BOS)
To: BOS-Supervisors
Subject: FW: Additional signatories to 2/15/2016 e-mail "Balboa Reservoir"
Attachments: tasks-professional svcs agreement for CS 229.DOC

From: ajahjah@att.net [mailto:ajahjah@att.net]
Sent: Friday, February 19, 2016 9:11 AM
To: Hood, Donna (PUC) <dhood@sfgov.org>; Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>; Cityattorney, (CAT) <cityattorney@sfgov.org>
Cc: L. Tomasita Medal <t.medal@sbcglobal.net>; William Mc Guire <liamcguire@comcast.net>; Steven Brown <sbfloral@aol.com>; Monica Collins <lizzy2k@gmail.com>; Francine Podenski <podenski@gmail.com>
Subject: Addtional signatories to 2/15/2016 e-mail "Balboa Reservoir"

PUC Commissioners, BOS, City Attorney Herrera:

I had submitted an e-mail as an individual citizen/ratepayer to you on 2/14/2016 (below).

I posted that submission on the Save CCSF listserv.

Without any solicitation, the following people, on their own initiative, asked to be added as signatories to the submission.

- Tomasita Medal, CCSF alumna
- William McGuire, CCSF Instructor, English Dept
- Steve Brown, CCSF Department Chair, Environmental Horticulture & Floristry
- Monica Collins, CCSF Financial Aid Counselor
- Francine Podenski, retired Dept Chair, Broadcast Electronic Media Arts

Thank you for accepting these signatories.

--Alvin Ja

From: ajahjah@att.net [mailto:ajahjah@att.net]
Sent: Monday, February 15, 2016 11:08 PM
To: Hood, Donna (PUC); Board of Supervisors, (BOS)
Subject: Balboa Reservoir

PUC Commissioners, Board of Supervisors:

You have been entrusted by the public, and more specifically by PUC ratepayers, the responsibility to tend to the public's water needs and the public's assets.

You have been asked by the Mayor to declare the Balboa Reservoir surplus. You have been asked to sell Balboa Reservoir to private developers.

I urge you to disallow the sale of public assets to private interests.

Land is "real." Once taken away, it is hard to recover: Look at what happened to Native Americans' lands.

A cautionary tale:

The old Hall of Justice once stood across from Portsmouth Square on Kearny Street. In the late 1960's the Hall of Justice public property was sold to private interests despite opposition from the community.

Despite opposition, the City sold off this public asset in exchange for short-term cash. The developers tossed the community some "public benefit" crumbs by giving one floor (which has been recently reduced to half-a-floor) of the Holiday Inn (now a Hilton) to the Chinese Culture Foundation.

In hindsight, it should be clear that in exchange for some short-term cash gained by the City, that private interests came out far, far ahead in the Hall of Justice-Holiday Inn transaction.

Although the Balboa Reservoir Project is marketed as "affordable housing," the essence of the project will be the transfer of public assets to private developers with no assurance of even current, not to mention future (50+ years), affordability.

Regarding PUC Contract CS 229 (8/28/2012):

AECOM prepared an Initial Study to facilitate the Balboa Reservoir Public Lands for Housing Project.

The AECOM Initial Study was prepared under PUC Contract CS 229 (.

Contract CS 229 is a Water Enterprise contract passed by the Commission on 8/28/2012.

Water Enterprise's responsibility is to promote the interests of ratepayers. Contract CS 229's scope is supposed to be related to operations and management of Water Enterprise.

I allege that the AECOM Study to support the Balboa Reservoir Project does not fall within the "general scope" of Contract CS 229 except for possibly the minuscule mention of "parcel management" within the CS 229 Professional Service Agreement.

Contract CS 229's RFP and Professional Services Agreement states:

"The SFPUC Water Enterprise is responsible for managing the transmission, treatment, storage and distribution of potable water to San Francisco's wholesale and retail customers."

"The SFPUC Water Enterprise has developed the enclosed scope of services for this RFP. The primary role of the selected Proposer will be to provide specialized and technical services related to operations and management of the SFPUC Water Enterprise including the general service categories summarized in Section III.3 below."

"3. General Description of Services

Contractors shall provide qualified personnel for professional services to support operation and management of the SFPUC Water Enterprise in the following general service categories"

The use of CS 229 (c) for the AECOM Balboa Reservoir Initial Study is an inappropriate use of PUC Water Enterprise ratepayer funds.

Instead, the AECOM Initial Study should have been funded by Mayor's Office or Planning Dept.

I ask the Commission, the Board of Supervisors and City Attorney to look into this allegation of the inappropriate use of CS 229 (c).

Submitted by:

Alvin Ja
Sunnyside resident, Water Enterprise ratepayer

From: Board of Supervisors, (BOS)
To: BOS-Supervisors
Subject: FW: CS 229 attached Re: Balboa Reservoir
Attachments: tasks-professional svcs agreement for CS 229.DOC

From: ajahjah@att.net [mailto:ajahjah@att.net]
Sent: Monday, February 15, 2016 11:24 PM
To: Hood, Donna (PUC) <dhood@sfgwater.org>; Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>
Cc: Cityattorney, (CAT) <cityattorney@sfgov.org>; Iwata, Ryan (PUC) <riwata@sfgwater.org>; CAC@sfgwater.org; BRCAC (ECN) <brcac@sfgov.org>; Wong, Phillip (ECN) <phillip.c.wong@sfgov.org>; Shaw, Jeremy (CPC) <jeremy.shaw@sfgov.org>; Lesk, Emily (ECN) <emily.lesk@sfgov.org>; Martin, Michael (ECN) <michael.martin@sfgov.org>; Exline, Susan (CPC) <susan.exline@sfgov.org>; Rich, Ken (ECN) <ken.rich@sfgov.org>; Shaw, Linda (MYR) <lshaw@ccsf.edu>; R. Mandelman <rafaelmandelman@yahoo.com>; Thea Selby <thea@nextstepsmarketing.com>; Brigitte Davila <bd@briggitedavila.com>; Susan Lamb <slamb@ccsf.edu>; Steve Bruckman <sbruckman@ccsf.edu>; Ronald Gerhard <rgerhard@ccsf.edu>; mlam@ccsf.edu; Saveccsf Info <info@saveccsf.org>; CFT <aft@aft2121.org>; SNA Brick <brc.sna@gmail.com>; wpa.balboa.reservoir@westwoodpark.com; Chris Hanson <chrisbhanson@sbcglobal.net>
Subject: CS 229 attached Re: Balboa Reservoir

See Appendix A of attachment for CS 229's scope of deliverables.

From: "ajahjah@att.net" <ajahjah@att.net>
To: Donna Hood <dhood@sfgwater.org>; Board of Supervisors <board.of.supervisors@sfgov.org>
Cc: Dennis Herrera <cityattorney@sfgov.org>; Ryan Iwata <riwata@sfgwater.org>; "CAC@sfgwater.org" <CAC@sfgwater.org>; BRCAC (ECN) <brcac@sfgov.org>; Phillip Wong (ECN) <phillip.c.wong@sfgov.org>; Shaw Jeremy (CPC) <jeremy.shaw@sfgov.org>; Emily Lesk <emily.lesk@sfgov.org>; Michael Martin <michael.martin@sfgov.org>; Exline Susan (CPC) <susan.exline@sfgov.org>; Rich Ken (ECN) <ken.rich@sfgov.org>; Linda Shaw <lshaw@ccsf.edu>; R. Mandelman <rafaelmandelman@yahoo.com>; Thea Selby <thea@nextstepsmarketing.com>; Brigitte Davila <bd@briggitedavila.com>; Susan Lamb <slamb@ccsf.edu>; Steve Bruckman <sbruckman@ccsf.edu>; Ronald Gerhard <rgerhard@ccsf.edu>; "mlam@ccsf.edu" <mlam@ccsf.edu>; Saveccsf Info <info@saveccsf.org>; CFT <aft@aft2121.org>; SNA Brick <brc.sna@gmail.com>; "wpa.balboa.reservoir@westwoodpark.com" <wpa.balboa.reservoir@westwoodpark.com>
Sent: Monday, February 15, 2016 11:07 PM
Subject: Balboa Reservoir

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Submitted by:

Alvin Ja
Sunnyside resident, Water Enterprise ratepayer

**City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685**

Agreement between the City and County of San Francisco and

[insert name of contractor]

This Agreement is made this **[insert day of Commission award or day after the protest period has expired]** day of **[insert month]**, 20 **[insert year]**, in the City and County of San Francisco, State of California, by and between: **[insert name and address of contractor]**, hereinafter referred to as "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing."

Recitals

WHEREAS, the San Francisco Public Utilities Commission ("Department") wishes to retain the services of a consultant to assist the SFPUC with specialized and technical services related to operations and management of the SFPUC Water Enterprise; and

WHEREAS, a Request for Proposal ("RFP") was issued on **April 11, 2012** and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, Contractor represents and warrants that it is qualified to perform the services required by City as set forth under this Contract; and

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number **4162-08/09** on **January 9, 2012**; and

WHEREAS, approval for this Agreement was obtained from the San Francisco Public Utilities Commission Resolution Number **[insert resolution number]** on **[insert date of SFPUC Commission action]**; and

Now, THEREFORE, the parties agree as follows:

1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation. This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other

agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from [insert beginning date] to [insert termination date].

3. Effective Date of Agreement. This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

4. Services Contractor Agrees to Perform. The Contractor agrees to perform the services provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein.

5. Compensation. Compensation shall be made in monthly payments on or before the thirtieth day of each month for work, as set forth in Section 4 of this Agreement, that the General Manager of the Public Utilities Commission, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed [insert whole dollar amount in numbers and words -- no pennies and no ".00" i.e. Nine Million Five Hundred Thousand Dollars (\$9,500,000)]. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the San Francisco Public Utilities Commission as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of HRC Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the department, the Director of HRC and Contractor of the omission. If Contractor's failure to provide HRC Progress Payment Form is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until HRC Progress Payment Form is provided. Following City's payment of an invoice, Contractor has ten days to file an affidavit using HRC Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

6. Guaranteed Maximum Costs. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

7. Payment; Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All amounts paid by City to Contractor shall be subject to audit by City. Payment shall be made by City to Contractor at the address specified in the section entitled "Notices to the Parties."

8. Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at <http://www.municode.com/Library/clientCodePage.aspx?clientID=4201>. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

9. Left blank by agreement of the parties. (Disallowance)

10. Taxes. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor. Contractor recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

(1) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;

(2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

(3) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

(4) Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

11. Payment Does Not Imply Acceptance of Work. The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay.

12. Qualified Personnel. Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

13. Responsibility for Equipment. City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by City.

14. Independent Contractor; Payment of Taxes and Other Expenses.

a. Independent Contractor. Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

b. Payment of Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs

shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in City's financial liability so that City's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

15. Insurance.

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate for bodily injury, property damage, contractual liability, personal injury, products and completed operations; and

(3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(4) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$2,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(1) Name as Additional Insured the City and County of San Francisco, the San Francisco Public Utilities Commission, and their respective Officers, Agents, and Employees.

(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

d. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section.

e. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences

during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

f. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

g. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

h. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

i. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

j. If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, the San Francisco Public Utilities Commission, and their respective officers, agents and employees and the Contractor listed as additional insureds.

16. Indemnification.

Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter. Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its

officers or agents, of articles or services to be supplied in the performance of this Agreement.

17. Incidental and Consequential Damages. Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

18. Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

19. Left blank by agreement of the parties. (Liquidated damages)

20. Default; Remedies. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

(1) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

- | | |
|---|---------------------------------------|
| 8. Submitting false claims | 37. Drug-free workplace policy |
| 10. Taxes | 53. Compliance with laws |
| 15. Insurance | 55. Supervision of minors |
| 24. Proprietary or confidential information of City | 57. Protection of private information |
| 30. Assignment | 58. Graffiti removal |

(2) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from City to Contractor.

(3) Contractor (a) is generally not paying its debts as they become due, (b) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property or (e) takes action for the purpose of any of the foregoing.

(4) A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (c) ordering the dissolution, winding-up or liquidation of Contractor.

On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific

performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

21. Termination for Convenience.

a. City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

b. Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:

(1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.

(2) Not placing any further orders or subcontracts for materials, services, equipment or other items.

(3) Terminating all existing orders and subcontracts.

(4) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(5) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(6) Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.

(7) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

c. Within 30 days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

(1) The reasonable cost to Contractor, without profit, for all services and other work City directed Contractor to perform prior to the specified termination date, for which services or work City has

not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(3) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.

(4) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the services or other work.

d. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

e. In arriving at the amount due to Contractor under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Contractor's final invoice; (2) any claim which City may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the City, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

f. City's payment obligation under this Section shall survive termination of this Agreement.

22. Rights and Duties upon Termination or Expiration. This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement:

- | | |
|---|---|
| 8. Submitting false claims | 24. Proprietary or confidential information of City |
| 9. Disallowance | 26. Ownership of Results |
| 10. Taxes | 27. Works for Hire |
| 11. Payment does not imply acceptance of work | 28. Audit and Inspection of Records |
| 13. Responsibility for equipment | 48. Modification of Agreement. |
| 14. Independent Contractor; Payment of Taxes and Other Expenses | 49. Administrative Remedy for Agreement Interpretation. |
| 15. Insurance | 50. Agreement Made in California; Venue |
| 16. Indemnification | 51. Construction |
| 17. Incidental and Consequential Damages | 52. Entire Agreement |
| 18. Liability of City | 56. Severability |

57. Protection of private information

Subject to the immediately preceding sentence, upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City. This subsection shall survive termination of this Agreement.

23. Conflict of Interest. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

24. Proprietary or Confidential Information of City. Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

25. Notices to the Parties. Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, or by e-mail, and shall be addressed as follows:

To City: **Name of PM**
 San Francisco Public Utilities Commission
 Address
 San Francisco, CA 941##
 (tel.) ###-###-####
 (fax) ###-###-####
 email: name@sfwater.org

To Contractor: **Name of Representative**
 Name of Consultant
 Address
 City, CA Zip
 (tel.) ###-###-####
 (fax) ###-###-####
 email: email address

Any notice of default must be sent by registered mail.

26. Ownership of Results. Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed

under this Agreement, shall become the property of and will be transmitted to City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

27. Works for Hire. If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

28. Audit and Inspection of Records. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.

29. Subcontracting. Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

30. Assignment. The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

31. Non-Waiver of Rights. The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

32. Earned Income Credit (EIC) Forms. Administrative Code section 120 requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence

efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

33. Local Business Enterprise Utilization; Liquidated Damages.

a. The LBE Ordinance. Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

b. Compliance and Enforcement.

(1) Enforcement. If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of HRC") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17.

By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City.

Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

(2) Subcontracting Goals. The LBE subcontracting participation goal for this contract is [insert the LBE subconsulting % from the prevailing consultant's HRC Form 2A "HRC Contract Participation Form"] %. Contractor shall fulfill the subcontracting commitment made in its bid or proposal. Each invoice submitted to City for payment shall include the information required in the HRC

Progress Payment Form and the HRC Payment Affidavit. Failure to provide the HRC Progress Payment Form and the HRC Payment Affidavit with each invoice submitted by Contractor shall entitle City to withhold 20% of the amount of that invoice until the HRC Payment Form and the HRC Subcontractor Payment Affidavit are provided by Contractor. Contractor shall not participate in any back contracting to the Contractor or lower-tier subcontractors, as defined in the LBE Ordinance, for any purpose inconsistent with the provisions of the LBE Ordinance, its implementing rules and regulations, or this Section.

(3) Subcontract Language Requirements. Contractor shall incorporate the LBE Ordinance into each subcontract made in the fulfillment of Contractor's obligations under this Agreement and require each subcontractor to agree and comply with provisions of the ordinance applicable to subcontractors. Contractor shall include in all subcontracts with LBEs made in fulfillment of Contractor's obligations under this Agreement, a provision requiring Contractor to compensate any LBE subcontractor for damages for breach of contract or liquidated damages equal to 5% of the subcontract amount, whichever is greater, if Contractor does not fulfill its commitment to use the LBE subcontractor as specified in the bid or proposal, unless Contractor received advance approval from the Director of HRC and contract awarding authority to substitute subcontractors or to otherwise modify the commitments in the bid or proposal. Such provisions shall also state that it is enforceable in a court of competent jurisdiction. Subcontracts shall require the subcontractor to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination of this contract and to make such records available for audit and inspection by the Director of HRC or the Controller upon request.

(4) Payment of Subcontractors. Contractor shall pay its subcontractors within three working days after receiving payment from the City unless Contractor notifies the Director of HRC in writing within ten working days prior to receiving payment from the City that there is a bona fide dispute between Contractor and its subcontractor and the Director waives the three-day payment requirement, in which case Contractor may withhold the disputed amount but shall pay the undisputed amount. Contractor further agrees, within ten working days following receipt of payment from the City, to file the HRC Payment Affidavit with the Controller, under penalty of perjury, that the Contractor has paid all subcontractors. The affidavit shall provide the names and addresses of all subcontractors and the amount paid to each. Failure to provide such affidavit may subject Contractor to enforcement procedure under Administrative Code §14B.17.

34. Nondiscrimination; Penalties.

a. Contractor Shall Not Discriminate. In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

b. Subcontracts. Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

c. Nondiscrimination in Benefits. Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

d. Condition to Contract. As a condition to this Agreement, Contractor shall execute the “Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits” form (form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

e. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

35. MacBride Principles—Northern Ireland. Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

36. Tropical Hardwood and Virgin Redwood Ban. Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

37. Drug-Free Workplace Policy. Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

38. Resource Conservation. Chapter 5 of the San Francisco Environment Code (“Resource Conservation”) is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

39. Compliance with Americans with Disabilities Act. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public

entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

40. Sunshine Ordinance. In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

41. Public Access to Meetings and Records. If the Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

42. Limitations on Contributions. Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

43. Requiring Minimum Compensation for Covered Employees.

- a. Contractor agrees to comply fully with and be bound by all of

the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

b. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

d. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

e. The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor

f. Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

h. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

44. Requiring Health Benefits for Covered Employees. Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission..

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

h. Contractor shall keep itself informed of the current requirements of the HCAO.

i. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

j. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

k. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

l. City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

45. First Source Hiring Program.

a. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. First Source Hiring Agreement. As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

(8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

(9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

c. Hiring Decisions. Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. Exceptions. Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. Liquidated Damages. Contractor agrees:

(1) To be liable to the City for liquidated damages as provided in this section;

(2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

(3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

(4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

(5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. Subcontracts. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

46. Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

47. Preservative-treated Wood Containing Arsenic. Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

48. Modification of Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of HRC any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (HRC Contract Modification Form).

49. Administrative Remedy for Agreement Interpretation. Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall decide the true meaning and intent of the Agreement.

50. Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

51. Construction. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

52. Entire Agreement. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48, "Modification of Agreement."

53. Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

54. Services Provided by Attorneys. Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

55. Left blank by agreement of the parties. (Supervision of minors)

56. Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

57. Protection of Private Information. Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

58. Graffiti Removal. Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti. Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation,

signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

59. Food Service Waste Reduction Requirements. Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

60. Left blank by agreement of the parties. (Slavery era disclosure)

61. Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

CONTRACTOR

Recommended by:

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

Ed Harrington
General Manager
San Francisco Public Utilities Commission

I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

Approved as to Form:

Dennis J. Herrera
City Attorney

Authorized Signature

By _____
Deputy City Attorney

Printed Name

Approved:

Title

Jaci Fong
Acting Director, Office of Contract Administration

Company Name

City Vendor Number

Address

Federal Employer ID Number

Appendices

- A: Services to be provided by Contractor
- B: Calculation of Charges

Appendix A Services to be provided by Contractor

Contractor agrees to perform said services all in accordance with the terms of this Agreement.

1. Description of Services

Contractor will be required to provide specialized and technical services related to operations and management of the SFPUC Water Enterprise, Contractor may be called upon to provide other related services including:

1. Presentations to the SFPUC Staff and/or Commission, the San Francisco Board of Supervisors, SFPUC retail and/or wholesale customers, SFPUC stakeholders, and neighborhood or community meetings;
2. Professional consultations, expert testimonies, and peer review;
3. Field inspections and field or crisis management at project sites. Confined space entry may be required; and
4. Ability and willingness to obtain unusual or specific expertise on short notice, possibly outside of their existing contract team through an SFPUC approval process.
5. Other specialized services at the discretion of the SFPUC within the general scope of this RFP.

2. Task Orders

Performance of the service under this Agreement will be executed according to a task order process, and Contractor is required to provide adequate quality control processes and deliverables in conformance with the technical requirements of the task order. The SFPUC Contract Manager will initially identify tasks and request the contractor to propose a project scope, sub tasks, staffing plan, LBE utilization, schedule, deliverables, budget and costs to complete the task in accordance with Appendix B. All costs associated with the development of the scope of work shall be borne by Contractor. A final task order will be negotiated between the SFPUC Contract Manager and the Contractor and then submitted to the Bureau Manager for approval. However, as provided in the RFP, the budget, if applicable, identified for tasks is an estimate, and the City reserves the right to modify the applicable budget allocated to any task as more specific information concerning the task order scope becomes available.

The task order request will be processed for Controller certification of funding, after which a *Notice to Proceed* will be issued. The Contractor is hereby notified that work cannot commence until the Contractor receives a written Notice to Proceed in accordance with the San Francisco Administrative Code. ***Any work performed without a Notice to Proceed will be at the Contractor's own commercial risk.*** The calculations of costs and methods of compensation for all task orders under this Agreement shall be in accordance with Appendix B.

These following tasks provide general guidance to the Contractor as to the anticipated scope of work which the SFPUC reserves the right to modify or delete:

Contractors shall provide qualified personnel for professional services to support operation and management of the SFPUC Water Enterprise in the following general service categories:

1. **Water Supply, Storage, Delivery, and Transport Services, such as:** hydrologic and hydraulic modeling; demand and conservation forecasting; climatologic analyses; water source and supply alternative analyses; alternative water supply program development; alternative water supplies, such as rainwater, graywater, blackwater and seepage water; groundwater analyses and modeling; irrigation system assessments and retrofits for water use efficiency and recycled water; landscape assessments; water recycling and desalination analyses; water industry statistical analyses; drought forecasting and planning; water conservation and water rationing analyses, surveys, planning and implementation programs; perform site-specific water use and conservation potential analysis; hydrogeology; climate change analyses; water delivery, pipeline and tunnel inspections, planning, and specifications; corrosion control services; supply and flow metering; supply loss analyses; water system maintenance planning; and operations and performance analyses.
2. **Water Quality Services, such as:** GENERAL (water quality planning; water quality data management; process engineering and sanitary surveys; contaminant warning system implementation; drinking water regulatory requirements and compliance; Standard Operating Procedure development and other unspecified water quality support,) SOURCE WATER PROTECTION (watershed management; limnology and reservoir management including algaecide application); DISTRIBUTION (cross-connection studies; premise plumbing and consumer complaint investigation; bacteriological re-growth control; and disinfection by-products control,) MONITORING (water sampling strategies and plan review; sample collection; laboratory support and trouble-shooting; water quality methods development; waterborne disease monitoring; and quality assurance and control); RECEIVING WATERS (NPDES discharge permit environmental compliance; toxicity testing; and pretreatment strategies).
3. **Water Treatment Services, such as:** including water treatment plant operations improvements; optimization analyses and training; treatment strategy options analyses; collection systems evaluations; improvement, maintenance and process optimization studies; automation and efficiency surveys; instrumentation control and design analyses; pH adjustment processes; coagulation and filtration processes; operation, optimization and management of disinfection processes including ozone, chlorine, chloramines, chlorine dioxide and UV; analyses related to disinfection by-products; filtering alternative analyses; fluoridation usage and optimization analyses; biological filtration analyses; biosolids and sludge disposal and handling oversight; chemical delivery, feed, and transportation methods analyses; chemical supply availability analyses; distribution system flow circulation and blending analyses; chemical mixing and fluid mechanics; decontamination methods and options analyses; hydraulic modeling; manganese treatment; quality assurance and quality control strategies; and regulatory requirements and compliance.
4. **Operations & Management Services, such as:**
 - a. **Management Improvement Services** including knowledge management; succession planning; staff development and training, documentation and analyses of procedures, interactions, and efficiencies; performance measures development; productivity improvement analysis; increased use of technology to improve reliability and efficiency; developing operations and maintenance costs of facilities; benchmarking; strategic

business planning; operations planning; sustainability planning and analyses; risk management and assessment; financial condition assessment; records, data, and document management; database development; presentation organization and delivery; and improving communications and working relationships with regulators, community members, customers, and other stakeholders; addressing public access to data and databases, summary reports, technical memorandum and publications; customer and stakeholder education and outreach; development and support for workforce and candidate development and outreach programs to ensure availability of qualified candidates; development and support for programs to improve the corporate culture in ways that will support long-term performance and productivity.

- b. **Asset Management Services** including business planning; technical services and strategies related to operations; technical services, planning, and strategies related to maintenance, repair, replacement, construction, and improvement of major assets of water and hydroelectric systems (i.e., buildings, equipment, facilities, and operational systems such as space planning, optimization, electrical, mechanical, elevators, code compliance, treatment plants, corporation yards, dams, reservoirs, other storage facilities, pipelines, tunnels, pump stations appurtenances, meters, roads, pavements, and fences); fleet and equipment management; cost estimating; condition assessment; value assessment and analyses; useful life and life cycle analyses and assessment; inventory analyses; vulnerability analyses; groundwater wells and well stations; facility optimization and documentation; preventive and routine operations and maintenance planning; automation and efficiency systems and analyses; SCADA and communications equipment design, planning, implementation and optimization; and GIS design and support.
- c. **Specialized Technical Operation/Maintenance Services** including structural, seismic, geological, geotechnical, modeling, surveying, tunneling, dams and water storage facilities (concrete, earth and rock-filled); metallurgical and welding technology and inspection; architectural professional services (planning, structural, restoration, preservation, rehabilitation of structures, buildings and sites, computer aided drafting, model building, lighting design consultation, relocation and architectural cost estimating); instrumentation and process control; process analysis; material testing; acoustical and vibration analysis; pipeline inspection & monitoring services; electromagnetic testing of prestress concrete pipelines (PCCP); and pipeline structural analysis.
- d. **Land Management Services** including ROW management and maintenance planning; encroachments removal analyses; surveying; quarry and mining management and expertise; vegetation and tree management strategies; mowing and clearing strategies; land acquisition analysis; ROW access strategies; parcel management; improved record-keeping on encroachments and correspondence relative to ROW use; debris removal management; weed abatement management; and management of fence, road, and paving maintenance, repair and replacement.
- e. **Security, Asset Control, and Emergency Response Services** including development and update of security and emergency operations plans; strategies and analyses of securement/hardening of facilities and sites (e.g., fencing, cover, concealment); intrusion detection and access control of facilities; monitoring locations via SCADA; crisis management; training, drills, and exercises development and implementation; and

identification of materials, equipment, and facility upgrades needed to improve emergency response capabilities.

- f. **Environmental and Regulatory Compliance Services, Hazardous Materials and Waste Services** including compliance analyses and audits; hazardous materials and waste management and planning; soils and groundwater sampling and testing; site assessments; contamination surveys; abatement strategies; risk assessments; regulatory requirements and strategy; regulatory agency liaison; remediation and monitoring; permitting and permit compliance; industrial hygiene oversight; anticipated regulatory controls; underground and above-ground tank requirements; hazardous materials planning, storage, transportation, use, removal, manifests, and disposal analyses and strategies; spill response management; spill prevention and countermeasures planning; risk management plans; remediation analyses; facility and emergency response and evacuation plans, and training.
- g. **Health and Safety Services** including OSHA policies and procedures interpretation and compliance; code of safe practices development; worker and equipment safety evaluations; site inspections; alternative equipment use analysis; and inspection, documentation, and emergency response consulting.
- h. **Customer Services** including developing and implementing customer community, and stakeholder outreach strategies and activities, customer-satisfaction, participation and awareness surveys and market research, workshops, and administrative improvements; public education outreach and school education on water supplies.

3. Performance Evaluation

Performance evaluations support the SFPUC's objective of continuously improving the quality of Contractor services. The SFPUC will conduct evaluation/s of Contractor's performance. Ratings are ultimately the decision of the SFPUC and are not subject to negotiation with the Contractor. However, the Contractor may provide comments on a performance evaluation form if an evaluation is performed. When the SFPUC conducts performance evaluation(s) of the Contractor, such performance evaluation(s) shall not confer any express or implied rights upon Contractor, nor shall they shift any liability to the SFPUC for the Contractor's performance of the contract.

4. Reports

Contractor shall submit written reports as requested by the SFPUC. Format for the content of such reports shall be determined by the [Project/Contract] Manager. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

5. Department Liaison

In performing the services provided for in this Agreement, Contractor's liaison with the SFPUC will be:
[insert name of Contract Manager.]

Appendix B Calculation of Charges

As part of Contractor's proposal [insert date of prevailing Contractor's proposal], Contractor submitted proposed billing rates, attached hereto as Appendix B-1 Fee Schedule Form, for the requested tasks in the Overhead and Profit Schedule, incorporated herein by reference.

As provided in the Overhead and Profit Schedule, the budget identified for tasks is an estimate, and the City reserves the right to modify the budget allocated, if applicable, to any task as more specific information concerning the task order scope becomes available.

1. Billing Rates

Contractor's billing rates and each and every staff classification as stated in Appendix B-1 will be the billing rates for the listed individuals. The billing rate may not exceed the lowest rate charged to any other governmental entity except the City and County of San Francisco. Billing rates may be adjusted annually on the anniversary of the effective start date as indicated in the original Notice of Contract Award letter. The first adjustment may be made no earlier than the first anniversary of the effective start date. The amount of the adjustment is limited to a maximum of the CPI annual percentage change increase (San Francisco Bay Area for Urban Wage Earners and Clerical Workers) for the previous calendar year. No increase, including the annual CPI adjustment, is allowed to billing rates exceeding \$220 per hour, unless Contract Manager and Bureau Manager authorize an increase to the rate in writing.

2. Personnel Changes:

Any proposed changes to project personnel or staff classification as listed in Appendix B-1 must be approved in advance of any work commencing on the project and in writing by the SFPUC [Project/Contract] Manager. These personnel changes may include but are not limited to:

- Proposed addition of new project personnel to perform requested services that are within the scope of the Agreement;
- Proposed change of staff classification for existing personnel; and/or
- Proposed replacement or substitution of any employee listed in Appendix B-1 due to termination, promotion or reclassification.

All proposed personnel must meet all qualification requirements established by the Agreement.

3. Effective Overhead and Profit Rate

The Effective Overhead and Profit Rate (EOPR) for CS-299 is **0.0**. The EOPR OR Individual Firm Overhead and Profit Rate will apply to the billing rate of all individuals not listed in Appendix B-1. The EOPR will also apply to all amendments to the Agreement. If a new subconsultant is added during the duration of the Agreement, the new individual firm multiplier can be no more than the EOPR.

4. Other Direct Costs (ODC)

Direct reimbursable expenses (ODCs – Other Direct Costs) shall include actual direct costs (with no mark up) of expenses directly incurred in performing the work. All ODCs are subject to pre-approval in writing by the SFPUC [Project/Contract] Manager.

The following items will be eligible for reimbursement as ODCs:

- Out-of-town travel (“out-of-town” shall mean outside the nine Bay Area counties: San Francisco, Alameda, Marin, Santa Clara, Sonoma, Contra Costa, Napa, San Mateo, Solano);
- Out- of town meal, travel and lodging expenses for project-related business trips, including, but not limited to:
 - Rental vehicle: traveler must select the most economical contractor and type of vehicle available and acquire any commercial rate or government discount available when the vehicle is rented;
 - Personal vehicle use: Contractor will be paid per mile as established by the United State Internal Revenue Service and only for that portion of travel that is outside the nine Bay Area counties and non-routine. Should the travel begin or end on a normal workday, the Contractor shall subtract commuting mileage from total mileage to calculate reimbursable mileage. The Contractor shall submit to the City an approved mileage log with its monthly invoices;
 - Meal and lodging expenses shall be reasonable and actual but limited to Federal government per diem rates;
- Specialty printing (“specialty” as used herein shall mean large volume printing and color printing and requires **prior** written approval by SFPUC project staff and documentation of the written approval by the SFPUC must be included with the invoice);
- Specialty computer hardware and software (only with **prior** written approval by SFPUC project staff and documentation of the written approval by the SFPUC must be included with the invoice – all hardware and software will be the property of the City);
- Courier services that are project related and originated from the project site offices;
- Permit fees;
- Expedited courier services when requested by SFPUC staff; and
- Safety equipment.

Anything not listed above is not eligible for reimbursement. They include, but are not limited to:

- All other travel expenses such as parking, bridge tolls, public transit, vehicle mileage within the nine Bay Area Counties, travel from Contractor’s home office to SFPUC facilities;
- Contractor personnel relocation costs;
- Any home or regional office labor charges or pass-throughs, including but not limited to, administrative and clerical personnel time;
- Personnel relocation and temporary assignment expenses;
- Entertainment expenses;
- Cell phones;
- Home office expenses;

- Telephone calls and faxes originating in the firm's home office, standard computer use charges, computer hardware or software computer hardware or software (other than the specialty hardware or software mentioned above), communication devices, and electronic equipment;
- Meal expenses which are not related to project-related business trips, including refreshments and working lunches with SFPUC staff;
- Equipment to be used by SFPUC staff; and
- Postage and courier services which are not requested by SFPUC staff.

5. Subcontractor make-up and documentation

Subcontractor fees are: a) Subject to above restrictions; b) Subject to written pre-approval by the SFPUC Regional Project Manager; c) Subcontractor administration markup is limited to five percent (5%) of Subconsultants' actual labor costs.

Second-tier and pass-through subcontracting is prohibited. Additional subcontractors may be added to the contractor team after obtaining pre-authorization by the SFPUC [Project/Contract] Manager, Bureau/Division Manager and the Human Rights Commission.

6. Retention

Five percent (5%) of each invoice payment will be withheld for each task order. When the work for the task order or defined critical milestones has been completed to the satisfaction of the SFPUC Regional [Project/Contract] Manager and all work products have been received and approved by the SFPUC Regional [Project/Contract] Manager, the Contractor may request that the retention be released. In lieu of money retention, an irrevocable letter of credit acceptable to the City will be accepted.

7. Invoice Requirements

The SFPUC is automating its contracting and invoice payment processes with online software systems (SOLIS). The following processes are being automated: Contract Certification, Insurance Compliance, Task Order Certification, Timekeeping, Invoice Approval, and Invoice Payment. As part of its contracting obligations, the Contractor is required to 1) become an authorized user of these systems, 2) attend user training for these systems; and 3) utilize these systems for the purposes for which they are intended. Contractor shall not bill the SFPUC to use these systems. Contractor shall not charge SFPUC to send appropriate personnel to user training.

Contractor shall follow the invoicing and supporting documentation instructions as detailed in the SOLIS training or otherwise prescribed by the SFPUC.

From: Board of Supervisors, (BOS)
To: BOS-Supervisors
Subject: FW: Budget Support for Open Source Voting System Project
Attachments: davidcary-open-source-letter.pdf

From: David Cary [mailto:dcarysysb@yahoo.com]
Sent: Monday, February 15, 2016 6:00 PM
To: Lee, Mayor (MYR) <mayoredwinlee@sfgov.org>; Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>
Cc: Jerdonek, Chris (REG) <chris.jerdonek@sfgov.org>; Commission, Elections (REG) <elections.commission@sfgov.org>; Arntz, John (REG) <john.arntz@sfgov.org>
Subject: Budget Support for Open Source Voting System Project

Please see the attached letter in support of funding an open source voting system project in this year's budget. Thank you.

Sincerely,
David Cary

February 15, 2016

The Honorable Edwin M. Lee, Mayor of San Francisco and
San Francisco Board of Supervisors
City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

RE: Budget Support for Open Source Voting System Project

Dear Mayor Lee and Members of the Board of Supervisors:

I am writing to encourage you to fully fund in this year's budget the start of a project to develop and certify an open source voting system for use in San Francisco starting in June 2020, as described by the San Francisco Elections Commission's unanimous November 18, 2015 resolution.

The Board of Supervisors already supports open source voting systems. In December 2014 the Board unanimously passed a resolution supporting the creation of an open source voting system. Thank you to the Board for its past leadership on this issue.

I strongly support the development and adoption of an open source voting system. Such a system would not only be more transparent, it would also be more affordable and more flexible. Elections are public processes and the foundation of our democracy. It makes sense for our voting equipment to be a shared and fully transparent public resource.

San Francisco is a leader in public policy and good government, and the San Francisco Bay Area is a world-wide center for technology and innovation. Open source voting is at the intersection of both of these areas.

San Francisco has a tremendous opportunity through this project to improve not just San Francisco elections but to benefit the entire country as a whole. San Francisco's voting system would be open and affordable to all jurisdictions in the country.

Again, I encourage you to fully fund open source voting in this year's budget.

Thank you.

Sincerely,
David Cary

Cc: Christopher Jerdonek, Elections Commission Vice President
San Francisco Elections Commission
John Arntz, Director of Elections

From: Board of Supervisors, (BOS)
To: BOS-Supervisors
Subject: FW: Budget Support for Open Source Voting System Project
Attachments: oss.pdf

From: Chris Wanstrath [mailto:chris@github.com]
Sent: Monday, February 15, 2016 2:13 PM
To: Lee, Mayor (MYR) <mayoredwinlee@sfgov.org>; Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>
Cc: Jerdonek, Chris (REG) <chris.jerdonek@sfgov.org>; Commission, Elections (REG) <elections.commission@sfgov.org>; Arntz, John (REG) <john.arntz@sfgov.org>; Julio Avalos <julio@github.com>
Subject: Budget Support for Open Source Voting System Project

Please see the attached letter in support of funding an open source voting system project in this year's budget. Thank you.

Sincerely,

Chris Wanstrath
CEO & Co-Founder, GitHub



February 15, 2016

City Hall
1 Dr. Carlton B. Goodlett Place, Room 48
San Francisco, CA 94102

RE: Budget Support for Open Source Voting System Project

Dear Mayor Lee and Members of the Board of Supervisors:

I am writing to encourage you to fully fund in this year's budget the start of a project to develop and certify an open source voting system for use in San Francisco starting in June 2020, as described by the San Francisco Elections Commission's unanimous November 18, 2015 resolution.

The Board of Supervisors already supports open source voting systems. In December 2014 the Board unanimously passed a resolution supporting the creation of an open source voting system. Thank you to the Board for its past leadership on this issue.

As the CEO and co-founder of GitHub, which was founded and is headquartered in San Francisco, I have watched the world of open source grow and thrive over these past few years. Our community of software projects has grown from a handful of projects to over 30 million in the past eight years. What was once a fringe movement is now a de facto standard. Companies such as Microsoft, Apple, and Oracle not only support open source software but promote and release it at an increasing rate. The world is moving towards open source, and our city would make a strong statement that helps strengthen its leadership position by championing a move towards open source in software that serves the public.

I strongly support the development and adoption of an open source voting system. Such a system would not only be more transparent. It would also be more affordable and more flexible. Elections are public processes and the foundation of our democracy. It makes sense for our voting equipment to be a shared and fully transparent public resource.

San Francisco is a leader in public policy and good government, and the San Francisco Bay Area is a world-wide center for technology and innovation. Open source voting is at the intersection of both of these areas.

San Francisco has a tremendous opportunity through this project to improve not just San Francisco elections but to benefit the entire country as a whole. San Francisco's voting system would be open and affordable to all jurisdictions in the country.

Again, I encourage you to fully fund open source voting in this year's budget.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chris Wanstrath', with a long horizontal flourish extending to the right.

Chris Wanstrath
CEO and Co-Founder
GitHub, Inc.

From: Board of Supervisors, (BOS)
To: BOS-Supervisors
Subject: FW: Budget Support for Dept of Elections Open Voting System Project

From: Alec Bash [mailto:alec.bash@gmail.com]
Sent: Thursday, February 18, 2016 8:53 AM
To: Lee, Mayor (MYR) <mayoredwinlee@sfgov.org>; Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>
Cc: Jerdonek, Chris (REG) <chris.jerdonek@sfgov.org>; Commission, Elections (REG) <elections.commission@sfgov.org>; Arntz, John (REG) <john.arntz@sfgov.org>
Subject: Budget Support for Dept of Elections Open Voting System Project

Dear Mayor Lee and Members of the Board of Supervisors:

I am writing to encourage you to fully fund in this year's budget the start of a project to develop and certify an open source voting system for use in San Francisco starting in June 2020, as described by the San Francisco Elections Commission's unanimous November 18, 2015 resolution.

The Board of Supervisors already supports open source voting systems. In December 2014 the Board unanimously passed a resolution supporting the creation of an open source voting system. Thank you to the Board for its past leadership on this issue.

I have devoted myself to grassroots political efforts focused on national politics since President George W. Bush invaded Iraq in 2003. After playing a major role in San Francisco's efforts supporting John Kerry's 2004 Presidential campaign, I led San Francisco's DemocracyAction Democratic Club for five years. During this time we saw Democratic Congressional candidate Christine Jennings lose her election against Rep. Vern Buchanan (R) in Sarasota FL in an election in which 18,000 voters in the most Democratic county in that Congressional district mysteriously did not bother to cast a vote for any Congressional candidate. When Jennings challenged the result in court and asked for an investigation into the secret proprietary source code in the electronic voting machines, the court ruled that the proprietary software must remain inviolate as greater harm would be done to the business' interests than to the public interest in having a transparently accurate election. There have been other anomalous results since that time that for those of us closely following federal elections, strongly suggest software manipulation of voting results favoring right-wing candidates. As another example, Clint Curtis in Florida testified to having been hired to write a program to flip votes by the Speaker of the Florida House https://en.wikipedia.org/wiki/Clint_Curtis.

I strongly support the development and adoption of an open source voting system. Such a system would not only be more transparent. It would also be more affordable and more flexible. Elections are public processes and the foundation of our democracy. It makes sense for our voting equipment to be a shared and fully transparent public resource.

San Francisco is a leader in public policy and good government, and the San Francisco Bay Area is a world-wide center for technology and innovation. Open source voting is at the intersection of both of these areas.

San Francisco has a tremendous opportunity through this project to improve not just San Francisco elections but to benefit the entire country as a whole. San Francisco's voting system would be open and affordable to all

jurisdictions in the country.

Again, I encourage you to fully fund open source voting in this year's budget.

Thank you.

Sincerely,

Alec Bash
936 Church Street
San Francisco, CA 94114
415.999.6273

Cc: Christopher Jerdonek, Elections Commission Vice President
San Francisco Elections Commission
John Arntz, Director of Elections

From: Board of Supervisors, (BOS)
To: BOS-Supervisors
Subject: FW: Budget Support for Open Source Voting System Project
Attachments: 2016.02.15_Budget Support for Open Source Voting System Project.pdf

From: Adam Ernest [mailto:adam@followmyvote.com]
Sent: Monday, February 15, 2016 3:48 PM
To: Lee, Mayor (MYR) <mayoredwinlee@sfgov.org>; Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>
Cc: Jerdonek, Chris (REG) <chris.jerdonek@sfgov.org>; Brent Turner <turnerbrentm@gmail.com>; Commission, Elections (REG) <elections.commission@sfgov.org>; Arntz, John (REG) <john.arntz@sfgov.org>
Subject: Budget Support for Open Source Voting System Project

Dear Mayor Lee and Members of the Board of Supervisors,

Please see the attached letter in support of funding an open source voting system project in this year's budget. Thank you.

Sincerely,

Adam Kaleb Ernest | CEO

Follow My Vote, Inc.

2020 Kraft Drive, Suite 3050

Blacksburg, VA 24060

Direct: 540-491-4921

Mobile: 757-876-8340

FollowMyVote.com

Notice: This message is intended only for the use of the Addressee and may contain information that is PRIVILEGED and CONFIDENTIAL. If you are not the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited.

Follow My Vote, Inc.
Blacksburg, VA



City Hall
1 Dr. Carlton B. Goodlett Place, Room 48
San Francisco, CA 94102
February 15, 2016

To: The Honorable Edwin M. Lee, Mayor of San Francisco
San Francisco Board of Supervisors

RE: Budget Support for Open Source Voting System Project

Dear Mayor Lee and Members of the Board of Supervisors,

I am writing to encourage you to fully fund in this year's budget the start of a project to develop and certify an open source voting system for use in San Francisco starting in June 2020, as described by the San Francisco Elections Commission's unanimous November 18, 2015 resolution.

The Board of Supervisors already supports open source voting systems. In December 2014, the Board unanimously passed a resolution supporting the creation of an open source voting system. Thank you to the Board for its past leadership on this issue.

San Francisco is a leader in public policy and good government, and the San Francisco Bay Area is a world-wide center for technology and innovation. Open source voting is at the intersection of both of these areas. California has an added benefit of an association leader here... see www.cavo-us.org.

Follow My Vote is a member of CAVO and a developer of end-to-end verifiable open-source voting software. As CEO of Follow My Vote, I strongly support the development and adoption of an open source voting system.

Such a system would not only be more transparent. It would also be more affordable and more flexible. Elections are public processes and the foundation of our democracy. It makes sense for our voting equipment to be a shared and fully transparent public resource.

San Francisco has a tremendous opportunity through this project to improve not just San Francisco elections but to benefit the entire country as a whole. San Francisco's voting system would be open and affordable to all jurisdictions in the country.

Again, I encourage you to fully fund open source voting in this year's budget.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Adam Kaleb Ernest", with a long horizontal flourish extending to the right.

Adam Kaleb Ernest

From: Board of Supervisors, (BOS)
To: BOS-Supervisors
Subject: FW: Budget Support for Open Source Voting System Project

-----Original Message-----

From: Pamela Smith [mailto:pam@verifiedvoting.org]
Sent: Tuesday, February 16, 2016 9:28 AM
To: Lee, Mayor (MYR) <mayoredwinlee@sfgov.org>; Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>
Cc: Jerdonek, Chris (REG) <chris.jerdonek@sfgov.org>; Commission, Elections (REG) <elections.commission@sfgov.org>; Arntz, John (REG) <john.arntz@sfgov.org>
Subject: Budget Support for Open Source Voting System Project

City Hall
1 Dr. Carlton B. Goodlett Place, Room 48 San Francisco, CA 94102

February 16, 2016

To: The Honorable Edwin M. Lee, Mayor of San Francisco San Francisco Board of Supervisors

RE: Budget Support for Open Source Voting System Project

Dear Mayor Lee and Members of the Board of Supervisors:

I am writing to encourage you to fully fund in this year's budget the start of a project to develop and certify an open source voting system for use in San Francisco starting in June 2020, as described by the San Francisco Elections Commission's unanimous November 18, 2015 resolution.

The Board of Supervisors already supports open source voting systems. In December 2014 the Board unanimously passed a resolution supporting the creation of an open source voting system. Thank you to the Board for its past leadership on this issue.

Verified Voting is a nonpartisan non-profit working to safeguard elections in the digital age. We support and promote the use of voting systems that accessibly and securely serve voters, election officials and the public. Such systems depend in large part on the principle of transparency: a system must enable the conduct of observably robust audits, using physical records of voter intent as approved by the voter, in order to support justified confidence in the outcome of elections. Knowing that a voting system performs as it should is a key element in trust and thus in participation in a working democracy.

We strongly support the development and adoption of accessible and robustly auditable open source voting systems. These systems can bring greater transparency and can be more affordable and flexible. Jurisdictions around the nation have used closed source voting systems for too long and there is significant push-back against too much control by vendors, and not enough by local jurisdictions that are responsible for running elections.

Open source combined with robust auditability can help reverse those trends and ensure local officials have the evidence they need to demonstrate outcomes are correct.

Through leadership in public policy and good government, and the renown for being a world-wide center for technology and innovation, San Francisco has a tremendous opportunity through this project to improve not just its own elections but to benefit the entire country as a whole.

San Francisco's voting system should be open and affordable to any jurisdiction in the country.

We therefore encourage you to fully fund open source voting in this year's budget.

Thank you.

Sincerely,

Pamela Smith, President
Verified Voting Foundation
and VerifiedVoting.org

Cc: Christopher Jerdonek, Elections Commission Vice President San Francisco Elections Commission John Arntz, Director of Elections

← page 1 PSNS

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SAN FRANCISCO

2016 FEB 17 AM 8:46

BY ELB

MARK E. RENNIE
ATTORNEY AT LAW
870 MARKET STREET
THE FLOOD BUILDING, SUITE 1260
SAN FRANCISCO, CALIFORNIA 94102

(415) 981-4500
TELECOPIER (415) 981-3334

February 9, 2016

Angela Calvillo
Clerk of the Board
San Francisco Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102

Re: Burgers 355, LLC dba Brass Tacks
California ABC Liquor License Transfer
488 Hayes Street, San Francisco, CA 94102-4309
Public Convenience and Necessity Determination Request
ABC Type 48 License—On-Sale General Public Premises
Premise to Premise Transfer (Expansion) from 488 Hayes SF CA 94102 to
488 Hayes Street SF CA 94102

Dear Ms. Cavillo:

This office represents Burgers 355, LLC dba Brass Tacks. My clients presently own a bar and lounge located at 488 Hayes Street in San Francisco and the adjacent Flippers Burgers located at 482 Hayes. My client has applied to the California Department of Alcoholic Beverage Control (ABC) to expand the premises of their current On-Sale General Public Premises license [Type 48] to their Flippers Burgers premises in the same building. The new expanded Brass Tacks will operate under the current address, namely 488 Hayes Street, San Francisco. The Flippers Burgers location has operated as a restaurant with a Type 41 ABC license since at least 2002.

My clients wish to expand their current bar and lounge business into this expanded premise. The managing partners, Anthony Healy London, Joshua McAdam and Matthew Conway have been in the bar and restaurant business for many years and are skilled operators. They are committed to providing an excellent experience for their patrons and will strive to make the Hayes Valley area safer and crime free. Foremost, they are and will continue to be Good Neighbors.

(13)

160138

Angela Calvillo
Clerk of the Board of Supervisors
Page Two

Brass Tacks has been operating at 488 Hayes for nearly 3 years and has been fully embraced by neighborhood. They have developed strong relationships with many of the other neighborhood businesses, have a strong record of neighborhood safety, and have been quick to respond to any and all concerns from the community regarding their business.

Brass Tacks owners are active members of the HVNA and the Hayes Valley Merchant Association. As a neighborhood partner, they have hosted countless charitable gatherings including events for Leukemia Lymphoma Society, The March of Dimes, Aids life cycle, Daniel Webster Elementary, The Humane Society, and others. The current premise is only about 700 sq feet. This has led folks in the neighborhood to remark and complain that the space is too small and gets too busy to hold proper community gatherings. The idea behind the expansion into next door is too allow for larger groups to have more space to hold community events, neighborhood gatherings and charitable fundraisers. In short, the new space will accommodate for larger groups without jeopardizing Brass Tacks as a comfortable neighborhood bar.

The managing partners strive to create a simple, down to earth neighborhood bar which continues to serve long time Hayes Valley residents as well as appealing to new comers, i.e., technology workers and others being drawn to this dynamic and centrally located area. In the last 3 years, they have developed a loyal clientele that includes young professionals, new and longtime neighborhood residents, Hayes Valley shoppers, patrons of Davies, Bill Graham and SF Jazz enjoying a pre or post show drink, and bar and restaurant industry workers. Brass Tacks is currently the only neighborhood bar in Hayes Valley that is open 7 days a week, and the additional square footage will allow them to better serve the neighborhood as it continues to grow and evolve.

As part of its commitment to ensure that operations in this expanded floor plan do not disturb its neighbors, Brass Tacks will add additional sound mitigation measures to the building, on top of the extensive sound proofing work done previously. Brass Tacks management has demonstrated this commitment consistently. For example, despite installing 2 layers of Quiet Rock dry wall in the ceiling, the upstairs neighbor was experiencing vibrations due to noise from the bar. Brass Tacks' response was to (1) immediately lower the volume of the sound system so that it could not exceed a reasonable level, (2) spend in excess of \$15,000 on the installation of a sound proof ceiling and (3) put all the speakers on noise dampeners to limit any vibrations. They also promptly respond to the upstairs neighbors if they are experiencing any noise issues by immediately instructing staff to lower the music and to close the door.

The approved expansion will allow Brass Tacks to offer more of what we they are known for: providing fresh, seasonal cocktails plus local craft beer and wine in a clean, relaxed environment. Brass Tacks will continue to provide jobs in the service industry that support and

Angela Calvillo
Clerk of the Board of Supervisors
Page Three

enhance opportunity for local residents and support local businesses in the Hayes Valley neighborhood. The approval by the Board of Supervisors of this ABC license would not have any detrimental effect on the surrounding neighborhood or the City of San Francisco. The clientele of this operation fits well into the existing neighborhood and poses no public safety problems. This expanded business venture will also provide additional job opportunities to the community.

For the reasons outlined above, applicant Burgers 355, LLC dba Brass Tacks respectfully requests that this letter be forwarded to the Public Safety & Neighborhood Services Committee of the Board and that this Committee and the full Board of Supervisors make a determination under California Business and Professions Code Section 23958.4 that the public need or convenience would be served by the transfer (expansion) of the liquor license to Burgers 355, LLC dba Brass tacks at 488 Hayes Street, San Francisco.

Thank you for your consideration of this request.

Yours truly,



Mark E. Rennie

MER/mb

Cc: Anthony Healy-London, Burgers355, LLC
Lt. David Falzon, Officer-in-Charge SFDP ALU



RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO

2016 FEB 16 AM 9:31

[Handwritten initials]

SOLOMON SALTSMAN & JAMIESON
A Partnership of Professional Corporations
426 Culver Boulevard | Playa Del Rey, CA 90293
Telephone: 310.822.9848 | Facsimile: 310.822.3512
Toll Free: 800.405.4222
www.ssjlaw.com

Ryan M. Kroll
Partner
email: rkroll@ssjlaw.com

February 12, 2016

Via Fed Ex Overnight Mail

Angela Calvillo
Clerk of the Board
San Francisco Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102

RE: 7-Eleven Store #2366-36039A, 644 Mission Street, San Francisco, CA
ABC File No. 20-559320

Ms. Calvillo

Please find enclosed Ms. Singh and 7-Eleven, Inc.'s letter requesting a determination of public convenience or necessity from the Board of Supervisors concerning their application for a Type-20 ABC license for their convenience store located at 644 Mission St. Please direct all communication concerning this matter to me, and feel free to contact me with any questions or concerns.

Thank you for your attention to this matter.

Very truly yours,

SOLOMON SALTSMAN & JAMIESON

[Handwritten signature: Ryan M. Kroll]

RYAN M. KROLL
Licensed in California, Oregon, and Washington

RMK/dc

14

160147



February 9, 2016

Angela Calvillo
Clerk of the Board
San Francisco Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, California 94102

Re: 7-Eleven Store #2366-36039A, 644 Mission Street, #20-559320

This letter is to request a letter of public convenience or necessity from the Board of Supervisors for the currently existing 7-Eleven site located at 644 Mission Street. I am the franchisee for this location and have operated this location for three years.

Just recently, 7-Eleven and I applied to the Department of Alcoholic Beverage Control to transfer a Type-20 license from the Fresh & Easy Market at 5900 3rd St, Ste C-2001 to my store. This application was made after hearing numerous requests from customers asking why they could not purchase beer and wine at my location and complaining about the inconvenience of not being able to do so.

As our business is to serve the convenience of our customers, 7-Eleven seeks to now sell beer and wine daily between the hours of 9:00 a.m. and midnight, per an agreement with the Police Department, and will remain open 24 hours a day, seven days a week.

The issuance of an ABC license to my store will serve the public convenience or necessity of the immediate neighborhood and citywide because it will allow the community to have one-stop shopping for all of their grocery needs. Currently, we sell a full array of grocery products including, but not limited to, milk, eggs,

magazines, cheese, toilet paper, toothpaste, diapers, chips, pasta, and many other sundries. We receive fresh food deliveries daily and are able to offer our customers prepared foods, fresh fruit, and a coffee bar. With the ability to sell a small amount of beer and wine to complement these grocery items, we can then allow customers to grab all of their grocery needs at one location, which will serve the public convenience.

Such one-stop shopping will be vital to help sustain the rapid influx of people into our local community. There is now an ongoing increase in construction of housing as well as additional commercial buildings and office space within the immediate area. This will attract more people to live and work in the surrounding blocks of this 7-Eleven, and demand that more stores carry a modest amount of beer and wine to serve the public convenience. As agreed to with the Police Department, we will use no more than 5% of our floor space to sell beer and wine. Therefore, we will provide an alternative to those in the community that do not wish to buy a bottle of wine at a liquor store.

Because of the site's locale near a transportation hub and also the heavy pedestrian traffic that passes by, we will be able to serve the convenience needs not only of residents of the immediate areas but those of the entire San Francisco community. Additionally, this location is near the convention center and the hotels that house the out-of-town convention goers. Ensuring that the convenience needs of these visitors are met is a benefit to San Francisco as a whole.

Prior to submitting this request for a letter of public convenience or necessity, 7-Eleven has discussed its intentions with the Police Department. In recognition of 7-Eleven's commitment to responsible retailing of alcohol and due to the benefits to the community in having this ABC license at this location, the Police Department has no objection to the application for a Type-20 license after 7-Eleven has agreed to the conditions proposed by the Police. For this Board's ease of reference, please find attached the September 29, 2015 letter from the Police Department to the ABC stating it will withdraw its protest to the application if the proposed conditions are accepted. Please also find attached 7-Eleven's January 26, 2016 letter confirming it has agreed to those conditions.

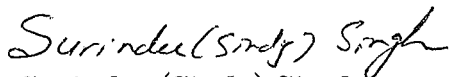
As no other protests to the ABC application exist, it is clear that the community is in support of 7-Eleven's application. Accordingly, it is respectfully requested that the City issue a letter of public convenience or necessity.

If any questions or wish to have any further information, please contact our counsel, Ryan Kroll, at 310-822-9848 and rkroll@ssjlaw.com. Please direct all mail to the following address:

Ryan M. Kroll
Solomon, Saltsman & Jamieson
426 Culver Blvd.
Playa del Rey, CA 90293

Thank you for your attention to this matter.

Very truly yours,



Surinder (Sindy) Singh
Franchise Owner

Exhibit 1



EDWIN M. LEE
MAYOR

POLICE DEPARTMENT
CITY AND COUNTY OF SAN FRANCISCO
HEADQUARTERS
1245 3rd STREET
SAN FRANCISCO, CALIFORNIA 94158



GREGORY P. SUHR
CHIEF OF POLICE

September 29, 2015

District Administrator Justin Gebb
Department of Alcoholic Beverage Control
33 New Montgomery Street, Suite 1230
San Francisco, CA 94105

Regarding: **LETTER OF PROTEST**
7 Eleven Store #2366-36030A
644 Mission Street
20-559320

Dear Mr. Gebb:

The Department has completed its review of the above referenced application and objects to its unconditional issuance.

The Department believes that the imposition of the below listed condition(s) will improve the quality of life for the residence furthering the quiet enjoyment of their community.


See attachment.

If the applicant accepts our conditions please consider this letter as our protest removal; in the event the applicant does not accept our conditions let this letter stand as our formal protest.

Please direct your response or questions regarding this request to Insp. Nelly Gordon of the ALU, at the above address or at 415/837-7273. Thank you in advance for your assistance in this matter.

Sincerely yours,

Gregory P. Suhr
Chief of Police

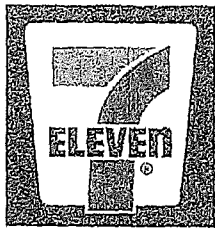
By: 
Lieutenant Dave Falzon
Officer In Charge
ABC Liaison Unit

District Serving Location: San Francisco File # 20-559320
First Owner: 7 Eleven Inc.
Name of Business 7 Eleven Store #2366-36039A
Location of Business 644 Mission Street, San Francisco Ca 94105

Conditions for Type-20-Off-Sale Beer and Wine-

1. Sales of alcoholic beverages shall be permitted only between the hours of 9:00 a.m. to 12:00 Midnight daily.
2. No more than 5% of the square footage of the premises will be used for the display of alcoholic beverages.
3. No noise shall be audible beyond the area under the control of the licensee as defined on the ABC-257, dated _____.
4. Loitering (loitering is defined as "to stand idly about; linger aimlessly without lawful business") is prohibited on any sidewalks or property adjacent to the licensed premises under the control of the licensee as depicted on the ABC-257, dated _____.
5. No person under the age of 21 shall sell or deliver alcoholic beverages.
6. No malt beverage shall be sold with an alcoholic content great than 5.7% by volume.
7. The sales of beer or malt beverages in quantities of 16 oz., 20 oz., 32 oz., 40 oz., or similar size containers is prohibited.
8. No beer or malt beverages shall be sold in quantities of less than manufacturer pre-packaged six packs per sale with the exception of wine-coolers, beer coolers which must be sold in manufacturer pre-packaged multi-unit quantities of four (4) or more.
9. No wine shall be sold with an alcoholic content of greater than 15% by volume except for "Dinner Wines" which have been aged two years or more and maintained in corked bottles.
10. Wine shall not be sold in bottles or containers smaller than 750 ml.
11. The sale, service and consumption of powdered alcohol or like non-liquid alcoholic beverage based product is prohibited.

Exhibit 2



January 26, 2016

District Administrator Justin Gebb
Department of Alcoholic Beverage Control
33 New Montgomery Street, Suite 1230
San Francisco, CA 94105

Regarding: 7-Eleven Store #2366-36039A, 644 Mission Street, #20-559320

Dear Mr. Gebb:

I am in receipt of the letter with Proposed Conditions submitted by the San Francisco Police Department, as attached hereto. Please be advised that the Licensee is agreeable to the Conditions as proposed by the SFPD, and will sign a Petition for Conditional License with those Conditions in exchange for a withdrawal of the Protest by the SFPD. As such, it is respectfully requested that the Petition be prepared and provided to me for signature. Thank you.

Very truly yours,

Sindy Singh
Sindy Singh, Franchise Owner *Surinder K Singh*
AKA SURINDER K. SINGH

cc:

Ltn. Dave Falzon
Officer in Charge
ABC Liaison Unit, SFPD
1245 Third Street
San Francisco, CA 94158

To: BOS-Supervisors
Subject: FW: Letter of Opposition to File #151257, Increasing Transportation Sustainability Fee for Nonresidential Projects
Attachments: 2.19.16 OPPOSE File 151257, Increasing Transportation Sustainability Fee for Nonresidential Projects.pdf

From: Alexander Mitra [<mailto:amitra@sfchamber.com>]

Sent: Friday, February 19, 2016 4:18 PM

To: Breed, London (BOS) <london.breed@sfgov.org>

Cc: Calvillo, Angela (BOS) <angela.calvillo@sfgov.org>; Mar, Eric (BOS) <eric.mar@sfgov.org>; Farrell, Mark (BOS) <mark.farrell@sfgov.org>; Peskin, Aaron (BOS) <aaron.peskin@sfgov.org>; Tang, Katy (BOS) <katy.tang@sfgov.org>; Kim, Jane (BOS) <jane.kim@sfgov.org>; Yee, Norman (BOS) <norman.yee@sfgov.org>; Wiener, Scott <scott.wiener@sfgov.org>; Campos, David (BOS) <david.campos@sfgov.org>; Cohen, Malia (BOS) <malia.cohen@sfgov.org>; Avalos, John (BOS) <john.avalos@sfgov.org>; Fannon, Una (MYR) <una.fannon@sfgov.org>; Reiskin, Ed (MTA) <ed.reiskin@sfmta.com>; Gillett, Gillian (MYR) <gillian.gillett@sfgov.org>; Elliott, Nicole (MYR) <nicole.elliott@sfgov.org>

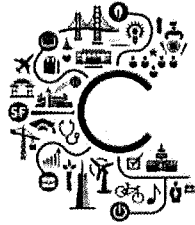
Subject: Letter of Opposition to File #151257, Increasing Transportation Sustainability Fee for Nonresidential Projects

Dear Supervisor Breed,

Please see the attached letter from the San Francisco Chamber of Commerce in opposition to file 151257, Increasing Transportation Sustainability Fee for nonresidential projects.

Thank you,

Alex Mitra
Manager, Public Policy
San Francisco Chamber of Commerce
235 Montgomery Street, Suite 760
San Francisco, CA, 94104
415.352.8808 (P)
415.794.1755 (C)
amitra@sfchamber.com | www.sfchamber.com



SAN
FRANCISCO
**CHAMBER OF
COMMERCE**

February 19, 2016

The Honorable London Breed, President
San Francisco Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102

RE: OPPOSE: File #151257, Increasing Transportation Sustainability Fee for Nonresidential Projects

Dear Supervisor Breed,

The San Francisco Chamber of Commerce, representing over 2,500 local businesses, supported the Transportation Sustainability Fee (TSF) legislation when it came before the Board of Supervisors last December. The TSF, which replaces the Transportation Impact Development Fee (TIDF), was crafted over several years by the SFMTA, members of the Board of Supervisors and a diverse stakeholder group. The final vote last year reflects a good faith collaborative effort to come to agreement on fees paid by developers for new construction projects in the city. After much back and forth and an additional increase on nonresidential construction fees in the 11th hour, everyone came to agreement and the TSF legislation was passed.

Two months after that vote was taken, new legislation proposing to further increase the TSF on nonresidential construction over 99,999 gross square feet is coming before the full Board on February 23, 2016, after a "Do Not Pass" vote by the Land Use and Transportation Committee earlier this month. This proposed fee increase comes without stakeholder input, discussion or consensus that the additional increase is necessary or prudent. It comes to the Board without any effort to get stakeholders together again to discuss and debate the increase, or to justify it on the basis of new data or information of any kind. It is simply an attempt to extract more dollars from those developing nonresidential projects in San Francisco.

Transportation fees have already increased exponentially on nonresidential construction in the course of crafting the TSF. Those who will pay them have been at the table and agreed to the terms because they understand the need to help pay for the transportation infrastructure impacts of their projects. To force the fees higher without demonstrating the need to go beyond what was agreed to and voted on just two months ago, and without input from developers or the business community, is not the right way to raise additional dollars for transportation improvements.

The San Francisco Chamber urges you to uphold the Land Use Committee's recommendation of "Do Not Pass" and reject this legislation when it comes before you on February 23rd.

Sincerely,

Jim Lazarus
Senior Vice President of Public Policy

cc: Clerk of the Board, to be distributed to all Supervisors; Mayor Ed Lee; Ed Reiskin, SFMTA; Gillian Gillett, Mayor's Office, Nicole Elliott, Mayor's Office

AFTER THE SAN FRANCISCO CORONER'S OFFICE CONCLUDED ITS INVESTIGATION AS TO MARIO WOOD'S CAUSE OF DEATH, IT WAS REVEALED THAT HE HAD BEEN SHOT A TOTAL OF 20 TIMES. THESE SHOTS WERE FIRED IN ALL AREAS OF HIS BODY; FROM HIS FACE TO HIS BUTTOCKS!!

SAN FRANCISCO POLICE OFFICERS NEED TO BE QUALITY-CONTROLLED BY THE F.B.I. SHOOTING TEAM, BECAUSE IT IS QUITE EVIDENT THAT POLICE OFFICERS ARE UNABLE TO REGULATE AND CONTROL THE NUMBER OF BULLETS DISPERSED BY A 9MM BERETTA, WHEN IT HAS BEEN FIRED.

ONLY IF THE ENTIRE POLICE FORCE IS CERTIFIED IN PROFICIENT USE OF FIREARMS, SHOULD THEY BE PERMITTED TO CARRY THEM. IF THE ENTIRE FORCE IS UNABLE TO PASS TESTING, THEN TASERS, FOLLOWED BY SINGLE SHOT REVOLVERS, SHOULD BE CONSIDERED AS SUITABLE ALTERNATIVES, AND WITH PROPER TRAINING AND CERTIFICATION>
THANK YOU FOR YOUR ATTENTION TO THIS MATTER.

JOHN FITCH
E-MAIL #THEVOICE.FITCH3@GMAIL.COM

RECEIVED
CHIEF OF SUPERVISOR
SAN FRANCISCO
2016 FEB 17 AM 11:03
AK

MARIO WOODS WAS OVERKILL, MARIO WOODS WAS KILL FIFTEEN TIMES OVER.

I STRONGLY FEEL THAT THE MARIO WOODS INCIDENT THAT WAS CAUGHT ON VIDEO SHOULD BE USED IN EVERY POLICE OFFICER ACADEMY, THE QUESTION WHAT WOULD YOU HAVE DONE DIFFERENT. ONLY WITH THE THE MOTHER PERMISSION AND SHE ALL GET THE PROCEEDS.

After somebody is taser one's faculties are not completely with you. That's why a lot of suspects start saying things that not substantiated.

There's a LAW NOW ,THAT POLICE HAS TO WAIT 1HOUR BEFORE QUESTIONING A SUSPECT AFTER BEING TASER.

Case Details

ID	5574737
Classification	City Services >> General Requests >> Request for City Services
Title	complaint
Description	--- Caller states in response to the Mario Woods shooting, Malia Cohen is picking on the police and I think this is BS, she is sacrificing civil obedience for votes, Mario Woods stabbed someone and did not put the weapon down, and di not respond to the police orders, Mario Woods was high on drugs which no one put in his body but himself, so when he did responded to the police with a deadly weapon he got what he deserved, I am not just picking on Malia Cohen I am picking on George Gasco for Proposition 47. Auto thefts and burgalaries have went up 50% ever since Prop 47 was implied and I find you are not taking care of hard working citizens and your concerns are only for criminals...Thank you very much.
Created By	
Created Date	2/17/16 6:11 AM
Priority	Medium
Severity	Medium
Status	Open
Allocated To	
Due Date	2/24/16 8:30 AM
Associated With	Charles Barrios

Events

Created On	Handled By	Queue	Title	Case events found:
2/17/16 6:11 AM		Generic Eform Else Queue	Agent Created Case -	
2/17/16 6:23 AM	Eform WS	Board of Supervisors - Clerk of the Board - G	Agent Updated Case Details	Reallocated to queue: Board of Supervisors - Clerk of the Board - G Title updated to: complaint Description updated to: --- Caller states in response to the Mario Woods shooting, Malia Cohen is picking on the police and I think this is BS, she is sacrificing civil obedience for votes, Mario Woods stabbed someone and did not put the weapon down, and di not respond to the police orders, Mario Woods was high on drugs which no one put in his body but himself, so when he did responded to the police with a deadly weapon he got what he deserved, I am not just picking on Malia Cohen I am picking on George Gasco for Proposition 47. Auto thefts and burgalaries have went up 50% ever since Prop 47 was implied and I find you are not taking care of hard working citizens and your concerns are only for criminals...Thank you very much.
2/17/16 6:23 AM	Eform WS	Board of Supervisors - Clerk of the Board - G	Agent Updated Case Details	

2/17/16 9:42
AM

Board of
Supervisors - Agent Took
Clerk of the Ownership of Case
Board - G

Related Interactions

Created	Client	Channel	Collateral
2/17/16 6:10 AM (Initial Interaction)	Charles Barrios (Verified)	Voice In	

From: Board of Supervisors, (BOS)
To: BOS-Supervisors
Subject: FW: I'm the 380th signer: "San Francisco Needs a Better Plan"

From: joan Wood [mailto:petitions-noreply@moveon.org]
Sent: Saturday, February 20, 2016 5:30 PM
To: Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>
Subject: I'm the 380th signer: "San Francisco Needs a Better Plan"

Dear Angela Calvillo,

I just signed a petition addressed to you titled *San Francisco Needs a Better Plan*. So far, 380 people have signed the petition.

You can reach me directly by replying to this email. **Or, post a response for MoveOn.org to pass along to all petition signers by clicking here:** http://petitions.moveon.org/target_talkback.html?tt=tt-99219-custom-65022-20260220-mN2C_w

The petition states:

"We oppose the way city authorities are handling the housing crisis. We oppose any plans to substantially alter San Francisco's residential neighborhoods and request that city authorities focus on solving these problems in a manner that does not displace people or continue to alter our landscape. We want homes we can afford, jobs for San Francisco residents, and streets that move freely, Therefore we request that you:

1. Stop approving expanded development in all our residential neighborhoods.
2. Stop amending City Planning Codes to incorporate more density into residential neighborhoods.
3. Enforce zoning laws that restrict development in residential neighborhoods. "

My additional comments are:

Need to cease the constant building of inappropriate housing. We do not need to facilitate the influx of residents to S.F.

To download a PDF file of all of your constituents who have signed the petition, including their addresses, click this link: http://petitions.moveon.org/deliver_pdf.html?job_id=1736292&target_type=custom&target_id=65022

To download a CSV file of all of your constituents who have signed the petition, including their addresses, click this link:

http://petitions.moveon.org/deliver_pdf.html?job_id=1736292&target_type=custom&target_id=65022&csv=1

joan Wood
San Francisco, CA

This email was sent through MoveOn's public petition website, a free service that allows anyone to set up their own online petition and share it with friends. MoveOn does not endorse the contents of petitions posted on our public petition website. If you have any questions, please email petitions@moveon.org. If you don't want to

From: Board of Supervisors, (BOS)
To: BOS-Supervisors
Subject: FW: A New Idea

From: oh526@aol.com [mailto:oh526@aol.com]
Sent: Monday, February 22, 2016 11:18 AM
To: Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>
Subject: A New Idea

- Bicycle riders on public roads have the same rights and responsibilities as motorists, and are subject to the same rules and regulations. Refer to the *California Driver Handbook* to become familiar with these rules.

Dear Board

As stated above bicycle riders have the same rights and responsibilities as motorists. With that in mind how about making the bicycle riders register their bikes and pay a yearly registration fee of lets say \$50.00.

This would address many problems within the city. First, if the bicycle was registered, when stolen, it could be identified by its tag just like a vehicle with a license plate.

Secondly, the registration fees would bring revenue into the city to help pay for all the green paint and special lanes that the city has installed with tax money from people who don't ride bikes.

Instead of changing the laws and giving bike riders more rights how about giving them some of the financial responsibilities that go along with using the city streets.

Let me just say this idea is being done in Seattle.

I will be very interested in seeing who among you will take up this idea and make it a reality. Let's see something positive done for the citizens of San Francisco.

Maureen D'Amico

From: Board of Supervisors, (BOS)
To: BOS-Supervisors
Subject: FW: Tent City Bordering Rainbow Grocery and Soma Area businesses - 13th Street

From: Johanna Ward [mailto:jwar1811@yahoo.com]
Sent: Saturday, February 13, 2016 11:19 AM
To: Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>; Lee, Mayor (MYR) <mayoredwinlee@sfgov.org>; BreedStaff, (BOS) <breedstaff@sfgov.org>
Subject: Tent City Bordering Rainbow Grocery and Soma Area businesses - 13th Street

Mayor and Supervisors:

On my last visit to Rainbow Grocery, I was overwhelmed with the number of people living in tents on the street. Rainbow Grocery has implored the Mayor and the City to arrange for support services to deal with the need for: public toilets, public garbage receptacles, daily sidewalk cleanup, mobile units with facilities for water and mental health professionals.

Are we witness to the slowly evolving encampment that will eventually be called the "Soma Jungle" as we saw in San Jose? These people need services which the City can well afford as we just spent \$4M dollars to host the NFL event. Where is the humanity that used to characterize San Francisco?

This is also a health issue in that Rainbow Grocery and other food businesses are impacted by customers tracking in feces, debris and other vermin which is left on the street. Focus on the needs of these people and the impact on the businesses that have pleaded for your support to help the homeless in this area.

Best regards,

Johanna Ward
Concerned SF Resident

From: apgik@comcast.net
Sent: Monday, February 15, 2016 9:03 PM
To: Board of Supervisors, (BOS); Avalos, John (BOS); Campos, David (BOS); Cohen, Malia (BOS); Farrell, Mark (BOS); Kim, Jane (BOS); Wiener, Scott; Mar, Eric (BOS); Tang, Katy (BOS); Breed, London (BOS); Yee, Norman (BOS); Peskin, Aaron
Subject: Public Comment
Attachments: DSCN0052 - the beautiful trees of Treasure Island San Francisco - soon to be gone 2016.JPG; DSCN0021 stumps and piles of mulch are all thats left - treasure island san francisco 2016.JPG; DSCN0008 trees felled and dumped -Treasure Island san francisco 2016.JPG; DSCN0029 these were trees - treasure island san francisco 2016.JPG

Dear members of the SF Board of Supervisors,

An article in J. the Jewish News weekly "Saving the city's urban canopy" quotes Supervisor Wiener: "While the environmental impact of San Francisco's declining urban forest is certainly not as severe a problem as deforestation in the Amazon or in Canada's boreal forest....the issue is not less important....Particularly as we grapple with climate change, it's more important than ever to protect and expand all of our forests, including our urban forests."

Please look at the attached photos.

Does this qualify as protecting our urban forests?

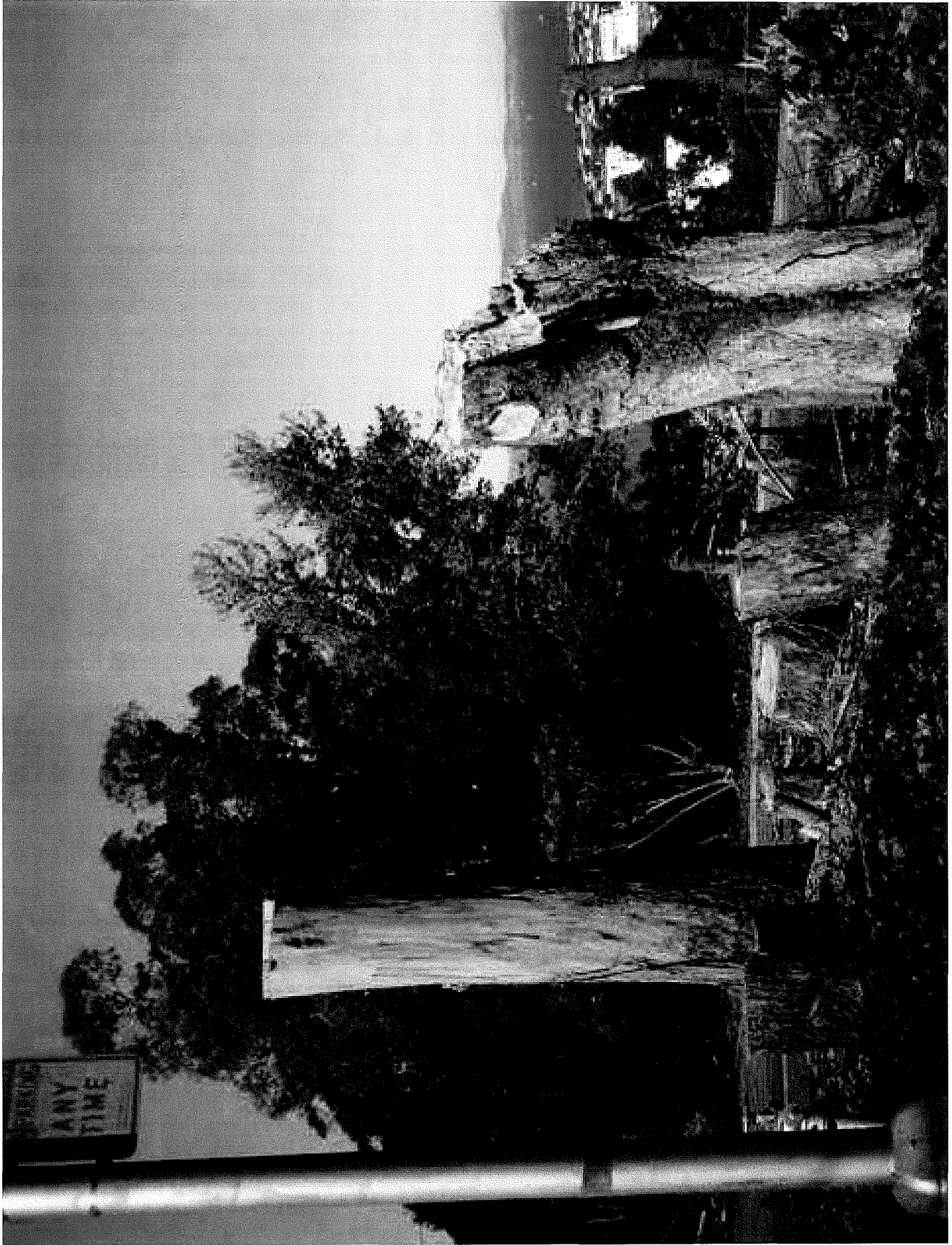
I also wonder if the destruction would be the same were the trees redwood or oak, for example, and not those branded "invasive" to make their killing more justifiable.

Sincerely,
Anastasia Glikshtern









From: Board of Supervisors, (BOS)
To: BOS-Supervisors
Subject: FW: Shuttle Bus Solutions

From: mari [mailto:mari.eliza@sbcglobal.net]
Sent: Sunday, February 14, 2016 12:46 PM
To: Breed, London (BOS) <london.breed@sfgov.org>; Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>
Cc: Campos, David (BOS) <david.campos@sfgov.org>; Kim, Jane (BOS) <jane.kim@sfgov.org>; Avalos, John (BOS) <john.avalos@sfgov.org>; Mar, Eric (BOS) <eric.mar@sfgov.org>; Peskin, Aaron (BOS) <aaron.peskin@sfgov.org>; Tang, Katy (BOS) <katy.tang@sfgov.org>; Cohen, Malia (BOS) <malia.cohen@sfgov.org>; Yee, Norman (BOS) <norman.yee@sfgov.org>; Phil Ting <info@resetsanfrancisco.org>; Mark Leno <Senator.Leno@outreach.senate.ca.gov>; David Chiu <Assemblymember.Chiu@assembly.ca.gov>
Subject: Shuttle Bus Solutions

February 14, 2016

Dear Supervisors,

RE: Shuttle Bus plan

We appreciate the Board's support for a new solution to the Shuttle Bus problems, and the resolution urging the SFMTA Board of Directors to revise the permanent commuter shuttle program.

We are especially grateful for the opposition to state legislation to amend the vehicle code to make operation of private carriers in public bus stops legal. That sends a strong message to Sacramento. We do not need special rules to override our local policies.

Sincerely,

Mari Eliza

Grateful San Francisco Citizen

cc: Mayor Ed Lee and Board of Supervisors and staff, state representatives