

File No. 100964

Committee Item No. 8

Board Item No. 12

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Sub-Committee: BUDGET AND FINANCE

Date: August 4, 2010

BOARD OF SUPERVISORS MEETING

Date: 8/10/10

Cmte Board

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Resolution
<input type="checkbox"/>	<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Digest
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Budget Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Introduction Form (for hearings)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input type="checkbox"/>	<input type="checkbox"/>	MOU
<input type="checkbox"/>	<input type="checkbox"/>	Grant Information Form
<input type="checkbox"/>	<input type="checkbox"/>	Grant Budget
<input type="checkbox"/>	<input type="checkbox"/>	Subcontract Budget
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contract/Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Award Letter
<input type="checkbox"/>	<input type="checkbox"/>	Application
<input type="checkbox"/>	<input type="checkbox"/>	Public Correspondence

OTHER

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Completed by: Andrea S. Ausberry

Date Thursday, July 29, 2010

Completed by: 49

Date 8/5/10

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

1 [Approval of Contract and Accept and Expend Grant - Fire and Emergency Medical Services
2 to the Presidio Trust]

3 Resolution authorizing the San Francisco Fire Department to enter into a ten year
4 agreement with the Presidio Trust to provide fire and emergency medical services to
5 portions of the Presidio under the Trust's jurisdiction, with the Trust reimbursing the
6 Fire Department for those services and to accept and expend funds provided to the
7 Fire Department by the Trust as reimbursement for services provided under that
8 agreement.
9

10 WHEREAS, The Trust is a wholly-owned United States government corporation
11 established to manage the central interior and developed space of the Presidio. After a ten-
12 year agreement with the Trust for the National Park Service ("NPS") to provide firefighting and
13 emergency medical services, the Trust decided to pursue alternative options other than
14 having NPS operate it's structural fire and emergency medical service; and
15

16 WHEREAS, Trust and the San Francisco Fire Department ("SFFD") have negotiated
17 an agreement under which the SFFD will provide firefighting, emergency medical services and
18 other services to the portions of the Presidio under the Trust's jurisdiction ("Area B"); and

19 WHEREAS, The principal objective of the agreement with the Trust is to benefit the
20 public by implementing a long-term plan for providing fire and emergency medical response
21 and services to Area B. The agreement provides for a safe environment and experience
22 within Area B for the public, and fire detection, protection and suppression responses for Trust
23 structures and lands in a manner that protects the health and safety of Presidio visitors, as
24 well as the natural and cultural resources therein; and
25

1 WHEREAS, Under the agreement, the Trust will provide and maintain a facility for
2 SFFD to use as a fire station within Area B; and

3 WHEREAS, The agreement has an initial term of ten years, from October 1, 2010 to
4 September 30, 2020, and includes three options to extend the agreement for five years each
5 extension; and

6 WHEREAS, Under the agreement, the Trust will reimburse the SFFD for the costs of
7 providing the services. The Trust will reimburse the SFFD the amount of Three Million Five
8 Hundred Sixty-Eight Thousand One Hundred Twenty-Five Dollars (\$3,568,125) for services
9 provided in the first year of the agreement. The parties will adjust that amount each year of
10 the agreement, using an annual award adjustment calculation and maximum annual award
11 adjustment amounts specified in appendices D and E of the agreement; and

12 WHEREAS, The SFFD has also negotiated an agreement with the NPS, for the same
13 term, for the SFFD to provide firefighting, emergency medical and other services to those
14 portions of the Presidio under the NPS's jurisdiction ("Area A") and other NPS-managed
15 lands, with the NPS reimbursing SFFD for its costs in providing those services. The NPS will
16 reimburse the SFFD the amount of Seven Hundred Fifty Six Thousand, Eight Hundred and
17 Seventy Five Dollars (\$756,875) for services provided in the first year of the agreement. The
18 parties will adjust that amount each year, as described in the preceding paragraph; and

19 WHEREAS, A copy of the proposed agreement with the Trust is on file with the Clerk of
20 the Board of Supervisors in File No. 100964 , which is hereby declared to be a part of this
21 Resolution as if set forth fully herein; and,

22 WHEREAS, The agreement was prepared by the Trust and therefore includes many
23 required federal provisions, and does not include many of the standard contract provisions
24 required under San Francisco law; and,
25

1 WHEREAS, Approval of the agreement will provide appropriate fire and emergency
2 medical services to Presidio Area B, and together with the agreement with the NPS, will
3 ensure appropriate fire and emergency medical services to the entire Presidio; and

4 WHEREAS, Approval of the agreement will ensure that the SFFD is reimbursed for the
5 services it provides. Under both the NPS and Trust agreements, the SFFD will be reimbursed
6 a combined total amount of Four Million Three Hundred Twenty Five Thousand Dollars
7 (\$4,325,000) for its services in the first year of the agreements, from October 1, 2010 through
8 September 30, 2011; now, therefore, be it

9 RESOLVED, That the Board of Supervisors hereby authorizes the SFFD to accept and
10 enter into the ten-year agreement in the form prepared by the Trust, to comply with applicable
11 federal requirements, and to accept and expend the funds provided by the Trust to reimburse
12 the SFFD for the costs of providing services under the agreement.

**Items 8 and 9 -
Files 10-0964 and 10-
0965**

Departments:
Fire Department (SFFD)

EXECUTIVE SUMMARY

Legislative Objective

- The proposed resolutions would approve two ten-year agreements between the San Francisco Fire Department (SFFD) and the Presidio Trust (File 10-0964) and the National Park Service (File 10-0965) for the SFFD to provide fire and emergency medical services to the Presidio of San Francisco.

Key Points

- Under the proposed two agreements, the SFFD would (1) operate one Advanced Life Support (ALS) engine, located at Station 51 in the Presidio, and (2) provide emergency medical services to the Presidio as part of the SFFD's Citywide flexibly-deployed ambulance plan, for the ten-year period from October 1, 2010 through September 30, 2020.
- The proposed two agreements provide three 5-year options to extend. Therefore, the proposed agreements could be effective for up to 25 years, from October 1, 2010 through September 30, 2035.

Fiscal Impact

- Under the proposed agreements, the SFFD would be reimbursed by the Presidio Trust and the National Park Service for all fire and emergency medical services costs up to the maximum annual agreement fee, which is \$4,325,000 in FY 2010-11¹, subject to a 3.5 percent per year increase over the next nine years. The maximum annual agreement fee is based on (1) the SFFD's estimated annual costs of \$3,126,106 to operate Station 51, and (2) a negotiated fee of \$1,198,894 to pay for unquantified costs to provide ambulance services and extra fire suppression (or surge) capacity to respond to large fire or other emergencies.
- Under the proposed agreements, if the SFFD costs to operate Station 51 and provide ambulance services and surge capacity exceed the maximum annual agreement fee, the unreimbursed balance can be carried forward and reimbursed in the next agreement year.

Policy Considerations

- Under the two proposed agreements, the SFFD cannot charge the Presidio Trust or the National Park Service for SFFD costs that exceed the maximum annual agreement fee. Therefore, the SFFD could potentially incur costs for providing fire and emergency medical services to the Presidio that exceed the maximum annual agreement fees if the SFFD's costs increase by an amount that is greater than the maximum annual agreement fees to be paid to the SFFD by the National Park Service and the Presidio Trust. Therefore, the Budget and Legislative Analyst considers approval of the proposed resolutions to be a policy matter for the Board of Supervisors.

Recommendation

- Approval of the proposed resolutions is a policy matter for the Board of Supervisors.

¹ Under the proposed agreements, the Presidio Trust would reimburse SFFD \$3,568,125 and the National Park Service would reimburse SFFD \$756,875.

MANDATE STATEMENT & BACKGROUND

Mandate Statement

The Board of Supervisors must approve agreements that have (1) anticipated revenues of \$1,000,000 or more in accordance with Charter Section 9.118 (a); and (2) a term in excess of ten years in accordance with Charter Section 9.118 (b).

Background

The Presidio is a 1,491-acre national park within the Golden Gate National Recreation Area, which is part of the National Park Service. The Presidio was transferred from the U.S. Army to the National Park Service in 1994. The Presidio Trust was created by Congress in 1996 to manage the Presidio's land and buildings.

Management of the Presidio is divided into two areas.

- Area A is under the direct management of the National Park Service and incorporates 323 acres of shoreline and peripheral land out of 1,491 total Presidio acres. Area A includes Baker Beach, Crissy Fields, and land adjacent to the City of San Francisco from 15th Avenue to 25th Avenue.
- Area B is under the direct management of the Presidio Trust and incorporates 1,161 acres of interior land out of 1,491 total Presidio acres. Area B includes the Presidio's infrastructure and buildings, including the former Public Health Service Hospital, the Main Post, Presidio houses, and other buildings.

Currently, the National Park Service provides 24-hour, seven-day per week fire and emergency medical services within the Presidio. Under the proposed resolutions, the National Park Service and the Presidio Trust would enter into two separate agreements with the SFFD for the SFFD to provide fire and emergency medical services in the Presidio.

DETAILS OF PROPOSED LEGISLATION

The proposed two agreements contain the following provisions:

Term of the Agreements

- The term of the proposed two agreements between the SFFD and the Presidio Trust and National Park Service is ten years, from October 1, 2010 through September 30, 2020.
- The two agreements provide for three options to extend the agreements for a period of five years for each option, or 15 years for the three options. The Presidio Trust and the National

Park Service must give the SFFD 365 days notice of their intent to exercise the option to extend the agreements.

- The SFFD, or the Presidio Trust and the National Park Service, may terminate the agreements at any time with 365 days notice.

Scope of Services

- SFFD will provide structure and wildfire fire suppression, emergency medical response, hazardous materials response, rescue, and emergency preparedness to the Presidio. Under the agreement between the SFFD and the Presidio Trust, these services would be provided to Area B of the Presidio (File 10-0964). Under the agreement between the SFFD and the National Park Service, these services would be provided to Area A of the Presidio, Fort Funston, Ocean Beach, Aquatic Park, Fort Mason, China Beach, and Lands End/Cliff House (File 10-0965).
- SFFD will provide one Advanced Life Support (ALS) engine, 24-hours per day, seven days per week.
- SFFD will provide the same level of ambulance service to the Presidio, 24-hours per day, seven days per week that is provided to other areas of the City. According to Mr. Mark Corso, SFFD Financial Officer, under this provision SFFD will assign flexibly-deployed ambulances to the Presidio as part of the SFFD's Citywide flexibly-deployed ambulance plan.
- SFFD will also provide emergency incident command, supervision, and additional fire suppression and emergency medical service resources to the Presidio as needed and consistent with SFFD policies and procedures.

Presidio Fire Station, Engine, and Infrastructure

- Under the agreement between the Presidio Trust and the SFFD (File 10-0964), SFFD will operate out of Station 51, currently located in Building 218, Presidio Area B. The Presidio Trust will be responsible for maintaining the exterior of the building, the building's systems, driveway, and parking area. The SFFD will be responsible for maintaining the interior of the building and paying operating expenses, including utilities.
- Under the agreement between the National Park Service and the SFFD (File 10-0965), the National Park Service will loan the SFFD two engines, one of which will be available at the commencement of the agreement and one of which will be available when the National Park Service fire station located in the Marin Headlands closes. Mr. Corso states that the second engine will be a relief engine for when the first engine is out of service for maintenance and repairs. These two engines will be loaned in "as is" condition and SFFD will be responsible for all engine operating, maintenance, and fuel costs. SFFD will have to return the engines to the National Park Service at the termination of the agreement. If the engines need to be replaced prior to the termination of the agreement, the SFFD will have to replace the engines at their own cost (see "Fiscal Analysis" section below).

- Under the agreement between the Presidio Trust and the SFFD (File 10-0964), the Presidio Trust is responsible for maintenance and repair of the high pressure water system and hydrants.

FISCAL ANALYSIS

Agreement Fee Payable by the National Park Service and the Presidio Trust

Under the proposed agreements, the National Park Service and the Presidio Trust would pay a fee to the SFFD to reimburse the SFFD for the SFFD's costs of fire and emergency medical services. The National Park Service and the Presidio Trust would reimburse the SFFD for actual costs, up to the maximum annual agreement fee specified in the two agreements. This maximum annual agreement fee would increase by 3.5 percent per year, as shown in Table 1.

Table 1
Maximum Annual Agreement Fee Payable to SFFD
by the National Park Service and Presidio Trust
Over the 10-Year Term of the Agreement

Agreement Year	Presidio Trust	National Park Service	Total
1	\$3,568,125	\$756,875	\$4,325,000
2	3,693,009	783,366	4,476,375
3	3,822,265	810,783	4,633,048
4	3,956,044	839,161	4,795,205
5	4,094,506	868,531	4,963,037
6	4,237,813	898,930	5,136,743
7	4,386,137	930,393	5,316,529
8	4,539,651	962,956	5,502,608
9	4,698,539	996,660	5,695,199
10	4,862,988	1,031,543	5,894,531
	\$41,859,077	\$8,879,198	\$50,738,275

Under the proposed agreements, the SFFD would be reimbursed for all fire and emergency medical services costs up to the maximum annual agreement fees, noted in Table 1 above. As shown in Table 2 below, the maximum annual agreement fee in FY 2010-11 is based on (1) the SFFD's estimated annual costs to operate Station 51, and (2) a negotiated amount to pay for unquantified costs to provide ambulance services and extra fire suppression (or surge) capacity to respond to large fire or other emergencies.

Table 2
Annual SFFD Costs to Provide Fire and Emergency Medical Services to the Presidio
October 1, 2010 through September 30, 2010

Fiscal Year	FY 2010-11
Fee for Station 51 operating costs	\$3,126,106
Negotiated fee for ambulance services and surge capacity	<u>1,198,894</u>
Total maximum annual agreement fee	\$4,325,000

Fee for Station 51 Operating Costs

The SFFD would charge the Presidio Trust and the National Park Service a combined fee of \$3,126,106 to pay for the SFFD's new costs in FY 2010-11 to operate Station 51, as shown in Table 3.

Table 3
FY 2010-11 Station 51 Operating Costs

Uniform salaries and benefits	\$2,710,152
Administration and supervision	203,261
Training	39,267
Certification	798
Utilities	44,503
Facilities maintenance	31,708
Engine maintenance	25,716
Engine replacement (amortized)	65,660
Fuel	<u>5,040</u>
Total	\$3,126,106

Negotiated fee for ambulance services and surge capacity

Under the proposed agreements, the Presidio Trust and National Park Service would pay a combined negotiated fee of \$1,198,894 in FY 2010-11 to pay for the unquantified costs of ambulance services and additional fire suppression resources.

According to Mr. Corso, the SFFD would assign existing flexibly-deployed ambulances to the Presidio, and would incorporate the Presidio into the SFFD's Citywide flexibly-deployed ambulance plan. Mr. Corso was not able to provide cost estimates for assigning flexibly-deployed ambulances to the Presidio, although he states that the number of medical calls within the Presidio to which an SFFD ambulance responds is expected to be lower than other areas of the City based on historical data. Additionally, the SFFD bills for and may receive reimbursement from third party insurance providers for ambulance responses.

The SFFD would also provide existing fire suppression and other resources to the Presidio in the event that a fire or other emergency on the Presidio requires additional resources. According to Mr. Corso, the SFFD currently provides services to the Presidio when necessary but does not receive reimbursement from either the National Park Service or the Presidio Trust.

Annual Agreement Fee Increases

Under the two proposed agreements, the SFFD can increase annually the fee charged to the Presidio Trust and the National Park Service equal to the increase in the amount in the SFFD's salary and benefit costs up to the maximum annual agreement fee, shown in Table 1 above. For example, the estimated increase in FY 2011-12 salary and benefit costs is 3.9 percent, as shown in Table 4.

Table 4
Estimated Percent Increase in SFFD Salary and Benefit Costs

	FY 2010-11
FY 2011-12 uniform salary and benefit costs	\$2,816,459
FY 2010-11 uniform salary and benefit costs (Table 3)	<u>2,710,152</u>
Increased FY 2011-12 costs	\$106,307
Percent increase	3.9%

Therefore, the annual fees charged by the SFFD to the Presidio Trust and the National Park Service would be increased by 3.9 percent, or \$169,649, from \$4,235,000 in FY 2010-11 to \$4,494,649 in FY 2011-12.

However, the estimated FY 2011-12 fee of \$4,494,649 is \$18,274 more than the second year of the agreement (FY 2011-12) maximum annual agreement fee amount of \$4,476,375, as shown in Table 1 above.

Under the proposed agreements, if the SFFD fee increase exceeds the maximum annual agreement fees, the unreimbursed balance can be carried forward and reimbursed in the next agreement year, but again subject to the maximum annual agreement fee amount.

Other Costs

Under the proposed agreement with the Presidio Trust (File 10-0964), the Presidio Trust pays for maintenance and capital repairs to the exterior of Station 51. While the proposed agreement requires SFFD to pay for interior maintenance and repairs, Mr. Corso states that the Presidio Trust will complete and pay for interior improvements prior to the SFFD occupying Station 51.

Under the proposed agreement with the National Park Service (File 10-0965), the National Park Service will provide two engines but the SFFD is responsible for engine operating, maintenance, and replacement costs. The estimated Station 51 operating costs of \$3,126,106 in FY 2010-11, as

shown in Table 2 above, to be reimbursed by the maximum annual agreement fee, include engine operating, maintenance, and replacement costs.²

POLICY CONSIDERATIONS

Potential SFFD Costs in Excess of the Maximum Annual Agreement Fee

Under the two proposed agreements, the SFFD cannot charge the Presidio Trust or the National Park Service for SFFD costs that exceed the maximum annual agreement fee. Therefore, the SFFD could potentially incur costs for providing fire and emergency medical services to the Presidio that exceed the maximum annual agreement fees if the SFFD's costs increase by an amount that is greater than the maximum annual agreement fees to be paid to the SFFD by the National Park Service and the Presidio Trust.

Therefore, the Budget and Legislative Analyst considers approval of the proposed resolutions to be a policy matter for the Board of Supervisors.

RECOMMENDATION

Approval of the proposed resolutions is a policy matter for the Board of Supervisors.

² According to Mr. Corso, the SFFD anticipates replacing the Station 51 engine provided by the National Park Service in approximately 7 years. Mr. Corso states that the estimated cost to replace the engine in 7 years is \$459,620. Therefore, the SFFD will include approximately \$65,660 (\$459,620 divided by 7) in the annual agreement fee charged to the National Park Service and the Presidio Trust (see Table 3 above).



Gavin Newsom
Mayor

Edwin M. Lee
City Administrator

Exhibit G – Self-Insurance Letter

GENERAL SERVICES AGENCY RISK MANAGEMENT DIVISION



July 20, 2010

The Presidio Trust
Attn: Contracting Officer
P.O. Box 29052
34 Graham Street
San Francisco, CA 94129-0052

RE: Contract with San Francisco Fire Department and Presidio Trust

The undersigned, as a Director of Risk Management for the City and County of San Francisco, hereby certifies that the City's self-insurance program is in full force and effect and in compliance with and subject to all terms, agreements, covenants, conditions and provisions of the above-referenced Agreement.

Sincerely,

Matt Hansen
Director

cc: Joanne Hayes-White, SFFD
Katharine Porter, CAO

CONTRACT FOR FIRE AND EMERGENCY MEDICAL SERVICES

This contract (the "**Contract**"), effective as of October 1, 2010, ("**Effective Date**") is by and between the Presidio Trust, a wholly-owned United States government corporation ("**Trust**") and the City and County of San Francisco, a municipal corporation, ("**City**") for the provision by the San Francisco Fire Department ("**SFFD**") of fire and emergency medical services (collectively "**Emergency Services**") to the area of the Presidio of San Francisco under the administration of the Trust ("**Presidio Area B**") and is made upon the following terms and conditions:

1. SCOPE OF SERVICES

Except as specifically provided herein, SFFD shall provide all labor, supervision, materials, equipment and professional expertise necessary to perform Emergency Services in Presidio Area B. A description of the Scope of Services is set forth in **Exhibit A**, attached hereto and incorporated herein.

2. SERVICE AREA

This Contract pertains to and is for services provided by SFFD in Presidio Area B only as shown on the "**Presidio Area A/B Map**" attached as **Exhibit B** hereto and incorporated herein. Services to areas within the boundaries of the City and County of San Francisco not under the jurisdiction of the Trust, including but not limited to Area A of the Presidio, Doyle Drive, the Golden Gate Bridge, Highway 1 (Park Presidio), and Highway 101, are excluded from this Contract.

3. CONTRACT TERM

3.1 Contract Term

The initial term of the Contract is ten (10) years, from the Effective Date, October 1, 2010, through September 30, 2020 ("**Contract Term**"), unless otherwise terminated pursuant to the terms of this Contract.

3.2 Extension of Contract Term

The Trust shall have the option to extend the Contract on the same terms and conditions for three (3) consecutive periods of five (5) years each, subject to SFFD agreement and approval through the City's contracting procedures. Trust shall provide written notice exercising its option(s) to City no later than three hundred sixty-five (365) days prior to the expiration of the Contract Term or the extension period then in effect, whichever is applicable. SFFD shall provide written notice to the Trust within 30 calendar days of receipt of the Trust's notice, stating whether or not it agrees to extend the Contract.

3.3 Termination of Contract Term

Either party may terminate the Contract prior to the expiration of the Contract Term or the extension period then in effect, whichever is applicable, upon not less than 365 days prior written notice to the other party.

4. COMPENSATION

For services as described in the **Contract Documents** enumerated in **Section 8.7** below, the Trust shall compensate City in accordance with the **Payment** clause set forth in **Section 8.5** below.

5. COMMENCEMENT OF SERVICES

SFFD will commence providing services under the Contract as of October 1, 2010.

6. FACILITIES/EQUIPMENT

- 6.1 So long as it is providing services under this Contract and the Contract is in effect, SFFD will occupy and operate out of Station 51 ("Station 51"), currently located in Building 218, Lincoln Boulevard in the Presidio Area B and depicted on the "Premises Map" attached hereto as **Exhibit C**, or at such other location as the Trust shall designate in accordance with this Contract.
- 6.2 City shall pay all operating expenses, including utilities, associated with its use and occupancy of Station 51 and shall be responsible for maintaining its interior in good condition.
- 6.3 The Trust shall maintain in reasonable working order and condition the roof, windows, building systems, structural elements, and asphalted driveway and parking areas of Station 51, provided that City shall be responsible for damage that it causes to any such elements or areas of the building. City shall notify Trust if any of the above items require repairs. Trust shall, to the best of its abilities, immediately repair within 24 hours any condition of the above items that constitutes a health or safety hazard. In the event City requests additional improvements to Station 51, such improvements shall be subject to the Trust's consent and shall be constructed at City's cost. Trust, at its option, may require City to remove any such improvements upon the expiration or other termination of the Contract.
- 6.4 The Trust shall provide building signage for Station 51 in accordance with Presidio signage standards and shall have the right to install a lobby panel and up to four (4) historic photographs inside. Trust shall have the right to designate, by sign, Building 218 or any replacement fire station building as "Presidio Fire Services" and "Station 51." Trust shall obtain City's agreement for any other signs referencing "SFFD" or "San Francisco Fire Department" on or around the exterior of Station 51. At the Trust's

cost, the SFFD shall affix mutually agreeable verbiage that identifies both "Presidio Fire Services" and "SFFD" to the sides of the primary engine(s) operating at Station 51.

- 6.5 Trust shall have the right to relocate SFFD from Building 218 to other facilities that the Trust and City mutually determine will meet the requirements for the provision of Emergency Services in Presidio Area B. Trust shall provide to City written notice that such new location is ready for occupancy and make the location available for SFFD inspection. SFFD shall complete its inspection within fourteen days. Within fourteen days following SFFD's inspection, City shall notify Trust that it agrees with the Trust's determination or shall provide Trust with a punch-list of items that City reasonably determines are required to be completed prior to SFFD's relocation. If City agrees with the Trust's determination that the new location is ready for occupancy, SFFD shall relocate to the new location not less than ninety (90) days after receiving notice from Trust that such alternate facility is ready for occupancy. If City has provided Trust with a punch-list of items that it reasonably determines must be completed prior to occupancy, then SFFD will relocate to the new location within sixty days after Trust notifies City that the punch-list items have been completed. Trust shall reimburse City for its reasonable expenses directly resulting from such relocation.

7. PARKING; TRANSPORTATION DEMAND MANAGEMENT

- 7.1 SFFD and its personnel shall comply with Presidio Area B parking regulations as established and managed by the Trust. Within 120 days after the Effective Date, City shall prepare a Transportation Demand Management Plan ("Plan") designed to reduce automobile traffic and parking needs, associated with SFFD's presence in the Presidio. City shall provide a copy of the Plan to the Trust and shall promote and monitor participation in the Plan among SFFD's employees.

8. CONTRACT ADMINISTRATION

8.1 Trust's Contracting Officer

The Trust's Contracting Officer ("CO") is the individual with the delegated authority to administer this Contract on behalf of the Trust. The CO, solely responsible for making any changes to the scope of services, schedule or other contractual terms and conditions by written Contract Modification is:

Rick Klein
Phone: (415) 561- 5379
Facsimile: (415) 561-5303
e-mail: rklein@presidiotrust.gov
Address: 34 Graham Street
Post Office Box 29052
San Francisco, CA 94129-0052

Trust may change the CO and, in such event, shall provide written notice to City of such change. No change in the CO designation shall be effective against City until Trust provides to City written notice of such change.

8.2 Trust's Designated Representative

The Trust's Designated Representative ("DR"), responsible for requesting services, approving invoices and monitoring SFFD's performance under the Contract is:

Kathleen Catton
Phone: (415) 561-5321
Fax: (415) 561-2731
E-mail: kcatton@presidiotrust.gov
Address: 34 Graham Street
Post Office Box 29052
San Francisco, CA 94129-0052

Trust may change the DR and, in such event, shall notify SFFD of such change. No change in the DR designation shall be effective against City until Trust provides written notice to City of such change.

8.3 Technical Direction

The DR will provide Technical Direction on Contract performance. "Technical Direction" means direction that assists SFFD in accomplishing the services within the scope of this Contract, including review, comment on and approval/acceptance of reports or other deliverables.

Technical Direction must be within the Contract's scope. The DR does not have the authority to issue Technical Direction which (1) institutes additional work outside the scope; (2) constitutes a change in the scope; (3) causes an increase or decrease in the Contract Fee; (4) alters the Performance Period; or (5) changes any of the other express terms or conditions of the Contract.

The DR shall issue Technical Direction in writing, or shall confirm any oral Technical Direction in writing within five (5) calendar days after issuance.

8.4 Assigned Personnel

SFFD shall assign only competent and qualified personnel to provide services as set forth in this Contract and shall at all times be solely responsible for their work quality.

8.5 Payments

- 8.5.1 The Trust shall make payment of all amounts approved by the DR, based upon City's proper quarterly invoice submitted to Trust's CO on or about each of the following dates each year of the Contract: December 31, March 31, June 30 and September 30. The Trust shall make payment within forty-five (45) days after Trust's receipt of City's proper invoice.
- 8.5.2 From October 1, 2010 to September 30, 2011, the Trust shall pay City the amount of Three Million Five Hundred Sixty-Eight Thousand One Hundred Twenty-five and No/100 Dollars (\$3,568,125.00) for the performance of its services under the Contract ("Contract Fee").
- 8.5.3 Commencing on October 1, 2011 and continuing on each October 1 thereafter during the Contract Term, the Contract Fee shall be adjusted annually based on the calculation shown in **Exhibit E, Annual Fee Adjustment Based on Staffing Model** (the "**Annual Adjustment**"), provided that the Contract Fee after the Annual Adjustment shall not exceed the amount for that fiscal year (October 1 to September 30) as shown in **Exhibit D, Schedule of Maximum Annual Adjustment**. If application of the entire Annual Adjustment as calculated under Exhibit E would cause the Contract Fee to exceed the maximum amount for that year as designated in Exhibit D, the Contract Fee for that year shall be capped at the maximum fee amount in Exhibit D and SFFD may carry forward any remaining balance between the Annual Adjustment due under Exhibit E and the maximum increase permitted under Exhibit F. If in any fee Annual Adjustment review, the increase in costs results in a contract fee that is less than the maximum amount for that year as set in Exhibit D, the parties shall include any accumulated balances carried forward from prior fee adjustments in setting the Contract Fee for that year. An example of the carry forward of accumulated balances is set forth in **Exhibit F, Example of Carry Forward of Balances**. Once all accumulated balances have been included in the Contract Fee, the Contract Fee shall be calculated based only on the increases in cost to the SFFD as calculated in Exhibit E, unless and until additional balances are generated by application of the maximum Contract Fee amount in Exhibit D.
- 8.5.4 The Contract Fee for the first year of each extension period referenced above in Section 3.2 (Extension of Contract Term) shall be an amount equal to the Contract Fee in effect during the year prior to the commencement of the extension period in question as adjusted in accordance with this Section. The parties shall adjust the Contract Fee in each subsequent year of any extension in accordance with this Section.
- 8.5.5 On or about June 15 of each year, City shall notify Trust of the proposed Contract Fee Adjustment amount and shall provide supporting documentation. On or about September 1 of each year, City shall confirm and verify the Fee Adjustment.

8.5.6 City shall make available to the Trust all records and accounts concerning this Contract upon five (5) days advance written notice by the Trust. The Trust shall have the right to audit the City's records as they relate to performance of the Contract, and obtain information necessary for internal Trust audits, upon five (5) days advance written notice.

8.5.7 To ensure timely processing of payment, the City may scan invoices including all supporting documentation and submit them electronically to invoiceapproval@presidiotrust.gov. Each invoice shall be accompanied by a cover message that includes SFFD's full name, invoice number and invoice amount.

If not submitted electronically, City shall submit invoices via regular or overnight U.S. mail to:

The Presidio Trust
Attn: Accounts Payable
P.O. Box 29052
San Francisco, CA 94129-0052

8.5.8 An invoice, to be considered proper, must contain and correctly state all of the following:

- (a) SFFD name and address;
- (b) Invoice Number;
- (c) Invoice Date; and
- (d) Trust Contract Number.

8.6 Payment by Electronic Funds Transfer

The Trust shall make payments to City under this Contract by Electronic Funds Transfer ("EFT") through an Automated Clearing House ("ACH"). Payment shall be considered made as of the date upon which the Trust performs the EFT transaction.

8.6.1 City shall complete and submit to the CO the two forms specified below, prior to submission of its first invoice under this Contract.

- (a) Standard Form 3881 (ACH Vendor Enrollment Form), and
- (b) Form W-9 (Request for Taxpayer Identification Number and Certification).

8.6.2 Notwithstanding any other provision or condition of this Contract, the Trust is not required to make any payment under this Contract until after receipt of the correct EFT payment information from City.

8.6.3 City shall designate a single financial agent capable of receiving and processing the EFT using the methods described in this Contract. City shall pay all fees and charges for receipt and processing of transfers. City and Trust agree that the City's financial

agent may notify the Trust of a change to the routing transit number, City's account number or account type. City agrees that Trust may rely upon the information provided by City's designated financial agent.

- 8.6.4 If an incomplete or erroneous transfer occurs because the Trust failed to use the correct EFT information provided by City in the proper manner, the Trust remains responsible for:
- (a) Making a correct payment; and
 - (b) Recovering any erroneously directed funds.
- 8.6.5 If an incomplete or erroneous transfer occurs because the City-provided EFT information was incorrect at the time of the Trust's release of the EFT payment transaction instruction to the Federal Reserve System, and:
- (a) If the funds are no longer under the control of the payment office, the Trust is deemed to have made payment and the City is responsible for recovery of any erroneously directed funds; or
 - (b) If the funds remain under the control of the payment office, the Trust retains the right to either make payment by mail.

8.7 Enumeration of Contract Documents

- 8.7.1 This Contract represents the entire and integrated agreement between the Trust and the City and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written modification, issued by the CO and signed by both the Trust and the SFFD and approved through the City's contracting procedures.
- 8.7.2 The parts of this Contract between the Trust and the City (collectively referred to herein as the "Contract Documents") are enumerated as follows:
- 8.7.2.1 Contract for Fire and Emergency Medical Services between the Trust and City;
 - 8.7.2.2 Exhibit A, Scope of Services
 - 8.7.2.3 Exhibit B, Presidio Area A/B Map
 - 8.7.2.4 Exhibit C, Station 51 Premises Map
 - 8.7.2.5 Exhibit D, Schedule of Maximum Annual Adjustment
 - 8.7.2.6 Exhibit E, Annual Fee Adjustment Based on Staffing Model
 - 8.7.2.7 Exhibit F, Example of Carry Forward of Balances

8.7.2.8 Exhibit G, Self-Insurance Letter

8.7.2.9 Modifications issued under the Contract (if any).

9. SPECIAL CONTRACT REQUIREMENTS

9.1 Insurance

- 9.1.1 United States Presidio Trust, its directors, officers, employees and agents shall be named as additional insured relative to the City's fire and emergency response on all applicable liability policies that may be in effect during the term of the Contract whenever fire and/or emergency services under this Contract are provided by SFFD, or its subcontractors.
- 9.1.2 City shall provide workers' compensation protection to SFFD officers and employees, to the extent required by California law.
- 9.1.3 City shall have the right to self insure with respect to any of the insurance requirements required under this Contract with the written approval of the Trust. In the event that City elects to self insure with regard to any of the insurance requirements required under this Contract, City shall submit to the Trust a letter of self-insurance ("Self-Insurance Letter") signed by a duly authorized representative of City, with such letter evidencing that City's self-insurance program is in full force and effect and in compliance with and subject to all the terms, agreements, covenants, conditions and provisions of this Contract. The Self Insurance Letter submitted by City, and approved by Trust, shall be attached to this Contract as Exhibit G.

9.2 Waiver

- 9.2.1 Except as provided in Section 9.2.4, City and SFFD waive any and all claims against the United States of America, the United States Park Police and the Trust and its directors, officers, employees and agents, contractors, or subcontractors, arising in connection with SFFD's performance of the services under this Contract. This waiver includes, but is not limited to damages by reason of any death of or injury to any person or persons, including SFFD's employees, agents, contractors, subcontractors or any other third parties, or any damage to property of any kind whatsoever and to whomsoever belonging, including, without limitation, property of SFFD. City and SFFD agree and acknowledge that the United States Park Police is an entity independent of the Trust. As such, employees of the Park Police are not and shall not be deemed to be the Trust's employees or agents and the Trust shall have no liability whatsoever for any act or omission of the United States Park Police.

- 9.2.2 Except as provided in Section 9.2.3, City shall indemnify, defend and hold harmless the United States, Trust and its directors, officers, employees and agents against damages arising in connection with SFFD's intentional misconduct or gross negligence in performing the services under this Contract, including, but not limited to damages by reason of any death of or injury to any person or persons, including SFFD's employees, agents, contractors, subcontractors or any other third parties, or any damage to property of any kind whatsoever and to whomsoever belonging, including, without limitation, property of SFFD.
- 9.2.3 Except as provided in Section 9.2.2, Trust waives any and all claims that it may have against the City, its boards and commissions and its officers and employees and agents arising from SFFD's performance of the services under this Contract. This waiver includes, but is not limited to damages by reason of any death of or injury to any person or persons, including, Trust's employees, agents, contractors, subcontractors or any other third parties, in or about the Presidio, or any damage to property of any kind whatsoever and to whomsoever belonging, including, without limitation, property of Trust.
- 9.2.4 Except as provided in Section 9.2.1, Trust shall indemnify, defend and hold harmless the City, its boards and commissions and its officers and employees and agents against damages arising in connection with Trust's intentional misconduct or gross negligence in performing the services under this Contract, including, but not limited to damages by reason of any death of or injury to any person or persons, including Trust's employees, agents, contractors, subcontractors or any other third parties, or any damage to property of any kind whatsoever and to whomsoever belonging, including, without limitation, property of Trust.

9.3 CONFORMANCE WITH POLICIES, REGULATIONS AND EXISTING CONDITIONS

- 9.3.1 Trust shall provide to SFFD: a) the Trust's adopted building codes, b) building permitting and plan review process, c) fire inspections process, d) alarm servicing and testing protocols and e) procedures for Special Events permitting and monitoring (including use of tents). SFFD shall comply with any materials provided by the Trust that are applicable to SFFD's services under this Contract.

- 9.3.2 SFFD has become familiar with and accepts the existing conditions of the water system and hydrants, including hydrant water pressure and couplings, in Presidio Area B. Trust is responsible for the maintenance and repair of the water system and hydrants. Trust shall promptly notify SFFD if the water system is experiencing a loss of pressure or a break in service. SFFD shall notify Trust if it becomes aware that the water system is not operating properly or otherwise is in need of repair. SFFD's inability to provide any services under this Contract due to a faulty water system or hydrants, including but not limited to inadequate water pressure (less than 20 psi) or defective couplings, shall not be a breach of this Contract.
- 9.3.3 Trust shall be responsible for the preparation and revision of pre-fire plans in Presidio Area B, and shall provide SFFD with copies of all existing pre-fire plans for Area B for SFFD's operational use. Trust may consult with SFFD in the development of pre-fire plans for those buildings without pre-fire plans. SFFD shall maintain copies of pre-fire plans at Station 51. Trust shall assist SFFD in its efforts to become familiar with Presidio Area B buildings and shall assist in facilitating introductions to non-residential tenant representatives.
- 9.3.4 The Trust shall identify in writing the historically significant buildings, structures and lands in Presidio Area B. In applying its standard policies and procedures, the SFFD agrees to use all reasonable efforts to respect and preserve the historically significant buildings, structures, and lands of the Presidio, and to utilize the pre-fire plans provided by Trust in its provision of services to historic buildings.
- 9.3.5 The Trust will be responsible for a) building inspections, b) alarm servicing and testing, c) plan review, d) building permitting and e) permitting and monitoring of Special Events. SFFD has no responsibility for these services.

10. CONTRACT CLAUSES

10.1 Invalid Sections

Should any section of this Contract be found to be invalid or unenforceable, all other sections shall remain in full force and effect as though severable from the part found invalid or unenforceable.

10.2 Laws and Regulations

All applicable federal, state and local laws, ordinances, statutes, rules, regulations, orders or decrees in effect at the time the work under this Contract is performed ("Laws and Regulations") shall apply to the SFFD and its employees, representatives and contractors.

If the City discovers any discrepancy or inconsistency between this Contract and any Laws and Regulations, City shall immediately notify the Trust CO and DR in writing.

10.3 Applicable Law

The rights and obligations of the parties to this Contract shall be governed by, and this Contract shall be interpreted and enforced in accordance with, all applicable federal laws and regulations.

10.4 Independent Contractor

City has entered into this Contract as an independent contractor and nothing in this Contract shall be construed as creating any other relationship between the City, its employees, agents or contractors and the Trust. City is not authorized to bind the Trust by any promise, contract or obligation.

10.5 Notification Of Conflict Of Interest Regarding Personnel

City agrees to notify the CO of any actual, apparent, or potential conflict of interest of which SFFD Command Staff become aware with regard to any individual working on or having access to information regarding this Contract. "Conflict of Interest" means that because of activities or relationships with other persons or entities, a person is unable or potentially unable to render impartial advice or assistance to the Trust, or the person's objectivity in performing work under the Contract is or might be impaired, or the person has an unfair competitive advantage. In the event that a conflict of interest exists, City and Trust will consult regarding the appropriate action to be taken regarding the participation by the involved individual's (or individuals') participation in the performance of the work implicated.

10.6 Proprietary or Confidential Information

10.6.1 Trust shall identify and mark "Confidential" any documents protected by the Privacy Act of 1974 (PL 93-579) ("Privacy Act") or data or information which has not been released or otherwise made available to the public. City agrees that without prior written approval of the Trust, it shall not use or disclose information in documents or release documents marked "Confidential" unless required under applicable federal, state and local law, or court order.

10.6.2 The DR, after a written determination by the Trust's General Counsel, may disclose confidential business information to the extent necessary for SFFD to perform the services required under this Contract. The DR shall mark any such information and documents "Confidential" and disclose it under the following conditions:

- (a) SFFD shall:
 - Use the confidential information only for the purposes of performing the services required by the Contract;

- Not disclose the information to anyone without the prior written approval of the DR unless required under applicable federal, state and local law, or court order; and
 - Return to the DR all copies of records marked "Confidential," and any abstracts or excerpts therefrom, whenever the information is no longer required by SFFD for the performance of the work required by the Contract, upon expiration or other termination of the Contract; or upon request by the DR.
- (b) The City shall obtain the written consent of the CO after a written determination by the Trust General Counsel, prior to entering into any subcontract that will involve the disclosure of confidential business information by the City to its subcontractor. The City agrees to include this paragraph, in all subcontracts awarded, pursuant to this Contract, that require the furnishing of confidential business information to the subcontractor.

10.6.3 All terms in this Contract relating to City's rights and obligations regarding confidential information shall survive the expiration or other termination of this Contract.

10.7 Records and Audit

The City shall maintain for a period of three (3) years after the expiration of the Contract Term and any extension thereof, or after the termination date of this Contract, all records, documents, and accounts in connection with the performance of this Contract that will accurately document the performance of the work and incurred costs, both direct and indirect, of whatever nature. The Trust, or its representatives, shall have the right to examine and copy, at reasonable times and with five (5) business days advance written notification, such records, documents, and accounts. For the same period, City shall also direct its contractors and agents to preserve all records, documents, and accounts in connection with the performance of this Contract.

10.8 Contract Modifications

This Contract may be modified by the CO through a written modification signed and approved by both parties in the same manner as this Contract.

10.9 Notice

All notices, demands, statements, and communications contemplated hereunder shall be in writing and shall be given by personal delivery, or sent by registered or certified regular or express mail (or registered or certified express mail service) of the U.S. Postal Service, postage prepaid, return receipt requested, or sent by a reliable overnight courier service, to the following addresses, or to such other address as shall from time to time have been designated by written notice by either party to the other party as herein provided:

Trust: The Presidio Trust
 P.O. Box 29052
 34 Graham Street
 San Francisco, CA 94129-0052
 Attn.: Contracting Officer
 Attn: Designated Representative
 Reference: Contract No. PT-2010-087

City: San Francisco Fire Department
 698 Second Street
 San Francisco, CA 94107
 Attn: Deputy Chief of Administration
 Attn: Chief Financial Officer
 Reference: Presidio Trust Contract

Notices, demands, statements and communications contemplated hereunder may be deemed to be invalid by the intended recipient if the same are not sent in accordance with the terms of this section.

10.10 Contract Claims and Related Disputes

10.10.1 Contract claims shall be in writing and, at a minimum, shall include a statement of facts, adequate supporting information, and a request for relief. Contract claims must be signed and certified as accurate by a duly authorized representative of the City. Contract claims must be filed with the Trust CO within six (6) months after the accrual of the claim. Accrual of a Contract claim or related dispute occurs on the date of the last event tending to establish, in the mind of a reasonable person acting with due diligence, the liability of the other party.

10.10.2 The SFFD is required to continue performance pending resolution of Contract claims or related disputes.

10.10.3 Claims and related disputes shall be resolved informally at the Trust's CO level whenever possible. Except in matters involving fraud and in matters in which authority to settle Contract claims has been specifically withheld by the Executive Director or Board of Directors, the Associate Director of Contracting shall have full authority to settle Contract claims.

10.11 Equal Employment Opportunity

The SFFD will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SFFD will take affirmative action to ensure that applicants are considered, and that employees are treated during employment, without regard to race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The SFFD agrees to post in a conspicuous place at Station 51 a notice regarding applicable non-discrimination requirements.

10.12 Nondiscrimination Because of Age

The SFFD and its subcontractors shall not, in connection with employment, advancement, or discharge of employees, or the terms, condition, or privileges of their employment, discriminate against persons because of their age except upon the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.

10.13 Prohibition of Segregated Facilities

10.13.1 "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

10.13.2 The SFFD agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments. The SFFD agrees that a breach of this clause is a violation of the Equal Opportunity clause in this Contract.

10.14 Assignment

10.14.1 The Trust may assign this Contract to other United States governmental entities at its discretion. The Trust will provide thirty (30) days advance written notice to SFFD in the event of such assignment.

10.14.2 SFFD acknowledges that this Contract is an agreement for services and that it may not assign its obligations hereunder to another party, provided however, that under the City's Emergency Operating Area agreement, the City may assign medical calls to the closest available transport ambulance. Any service by an ambulance provider other than SFFD shall not be deemed a breach or assignment of the Contract.

10.15 Printing and Double-Sided Copying on Recycled Paper

The City will make a good faith effort to submit paper documents to the Trust (when not using electronic methods) that are printed or copied double-sided on recycled paper that meets minimum content standards specified in Section 505 of Executive Order 13101 (30% post-consumer material).

10.16 Use of Logo

The logo design incorporating the phrase "The Presidio Trust" is a registered service mark of the Trust and may not be used or reproduced without the Trust's express prior written permission. Trust may not use or reproduce the SFFD's logo design without express prior written permission from the SFFD.

10.17 Effect of Contract


The Parties acknowledge and agree that this Contract is in lieu of any claim for reimbursement otherwise available to City for the provision of fire fighting services in Presidio Area B under the Federal Fire and Prevention and Control Act of 1974, as such may be amended or replaced, and any regulations issued thereunder.

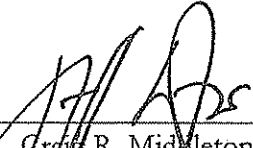
10.18 Contract Execution

This instrument shall not constitute a contract until executed in writing by the SFFD's Fire Chief and the Executive Director of the Trust or his designee, and approved by the San Francisco Board of Supervisors and Mayor. The undersigned do hereby state that this Contract may be executed in duplicate, as though each were an original and that there are no oral agreements that have not been reduced to writing in this instrument.

This Contract entered into as of the day and year first written above.

CITY AND COUNTY OF SAN FRANCISCO: THE PRESIDIO TRUST:

By: 
FOR Joanne Hayes White
Chief, San Francisco Fire Department

By: 
FOR Craig R. Middleton
Executive Director

Approved: *as to form*
DIAN TERRELL
City Attorney

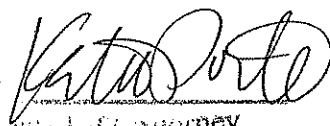
by 
Krista Pote
City Attorney

EXHIBIT A

SCOPE OF SERVICES

1. Description of Services

SFFD will provide structure and wildfire firefighting, rescue, hazardous materials responses, and emergency medical services and emergency preparedness assistance for Area B. SFFD will provide these services at a level and with management oversight consistent with services provided by SFFD throughout San Francisco. At a minimum, SFFD will provide the following services within the described service performance parameters.

1.1 Service Elements:

Structure and wildfire firefighting, emergency medical services, technical rescue, including confined space rescue operations, and hazardous material incident response at both the first responder and hazardous materials team levels via:

- A four person Type 1 Advanced Life Support Engine Company located in Station 51 operating 24 hours per day, 365 days a year, and other SFFD stations located within the City as may be required to meet Service Performance Standards;
- The same level of Paramedic ambulance service as deployed throughout San Francisco neighborhoods. Coverage shall be provided 24 hours per day, 365 days a year and the ambulance shall be staffed and operated per San Francisco County EMS system policies;
- As appropriate, additional fire fighting, rescue and emergency medical support dispatched from fire stations and ambulance posts located outside Area B, consistent with SFFD's policies and procedures;
- Emergency incident command and daily supervision of units providing services under this Contract consistent with the levels provided citywide.

1.2 Service Performance Standards

- 1.2.1 SFFD will use all reasonable efforts to provide first-responder unit response on average at 5 minutes or less from response unit notification (or 4 minutes or less drive time), 90% of the time, for incidents within Area B.
- 1.2.2 SFFD will deploy to incidents in Area B the personnel, equipment, and resources at the same level normally dispatched within the City for similar incident types. When multiple units are needed, SFFD shall use all reasonable efforts to have the additional units on-scene within 9 minutes or less from response unit notification (or 8 minutes or less drive time) 90% of the time for incidents within Area B.

- 1.2.3 When dispatched by the Department of Emergency Management (DEM) for transport services, SFFD shall respond to incidents within Area B needing patient transport with an ambulance with a licensed paramedic. SFFD shall use all reasonable efforts to meet the response time goals of the San Francisco County EMS System and at a level equivalent to the service received within San Francisco neighborhoods. The DEM Division of Emergency Communications is responsible for emergency dispatch within the City. Under the City's Emergency Operating Area Agreement, to provide the most timely response, DEM dispatches the closest available transport ambulance to a call for medical service. Under that Emergency Operating Area Agreement, during the term of this Contract, for some medical incidents in Area B, DEM may dispatch an ambulance from a provider other than SFFD if that ambulance is closest to the incident location. Trust agrees that any dispatch of or services by an ambulance provider other than SFFD within Area B shall not be deemed a breach by City of the Contract.

1.3 Construction Activities

SFFD acknowledges that during the term of the Contract, demolition and construction activities associated with the rebuilding of Doyle Drive, by or on behalf of the California Transportation Department, is anticipated to generate significant noise, traffic, traffic disruption and dust that will affect the Presidio Area B. SFFD specifically acknowledges the same and expressly agrees at all times to make best efforts to meet the Service Performance Standards set forth in this Contract.

1.4 Reporting

Within fifteen (15) days after the end of each calendar quarter, the SFFD will provide reports to the Trust as follows:

- (a) For responses to Area B, a report that includes the following data: number, category and time of responses; type of service provided; number/type of units responding; and responding stations.
- (b) For responses by Station 51, a report that includes the following data: number, category and time of responses; type of service provided; number/type of units responding; and responding stations.
- (c) Trust and SFFD shall mutually agree on the content and format of the reports. The reports shall be based on data normally collected by SFFD.

1.5 Quarterly Meetings

SFFD and Trust agree to meet periodically (at least quarterly) to review performance under this Contract. Such meetings may include representatives of other relevant service providers as appropriate.

1.6 Equipment

SFFD shall maintain in safe working condition any fixtures and appliances in Station 51.

1.7 Emergency Preparedness

SFFD shall participate in the review of the Trust's Emergency Preparedness Plan for Area B. The SFFD will assist in monitoring the need and condition of emergency preparedness supplies with Trust staff. SFFD will also assist the Trust in coordinating its emergency planning efforts with those of the City and County of San Francisco.

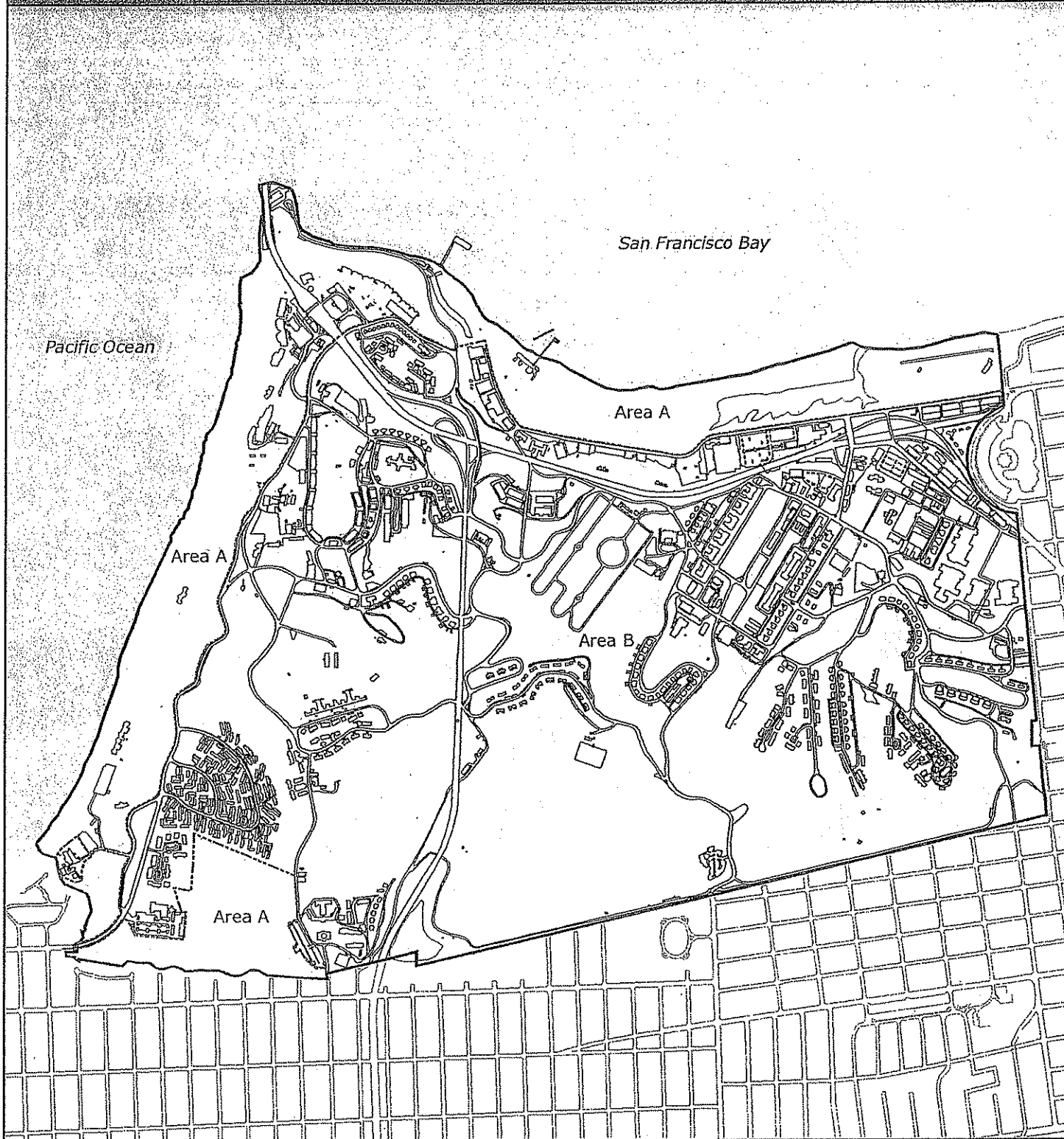
1.8 Community Involvement/Development of Informational Materials

The SFFD shall upon request of the Trust participate in six (6) community events each year, if operationally possible. The Trust shall organize the events, which may include: participation in tenant meetings on public safety topics, CPR classes for residents, and employees of non-residential tenants and Trust employees, fire safety programs for employees of non-residential tenants and Trust employees, school education programs, special event safety checks and programs, and participation in the annual holiday tree lighting, which may include the use of Station 51. SFFD will review any informational materials developed by the Trust associated with and/or promoting such activities. Such materials will acknowledge the involvement of both Trust and SFFD. Trust agrees to pay for the non-labor costs associated with these community activities.

1.9 Emergency Dispatch Coordination

SFFD acknowledges that the National Park Service (NPS) operates the Presidio Communications Center (PCC) emergency dispatch center located in the Presidio. SFFD shall coordinate with the NPS to cause the PCC to timely notify the DEM Division of Emergency Communications of calls received in the Presidio and simultaneously to notify the United States Park Police (USPP), as the agency whose jurisdictional authority includes requirements for federal incident reporting, of all Presidio calls. The SFFD shall coordinate with the NPS to ensure effective and timely responses to dispatched or emergency calls. Trust shall pay all costs of coordinating/connecting the PCC and USPP with SFFD's dispatch by the effective date of this contract.

Presidio of San Francisco Areas A and B Boundary Map



----- Area A / B Boundary Line



Grid System:
California State Plane Zone III
Datum: North American Datum 1927

Feet
0 250 500 1,000 1,500

Filename: _____

Version: _____

Date: 07/07/10

Scale: 1 Inch = 1500 Feet

By: Hans Barnaal



Exhibit C

Station 51 Premises Map

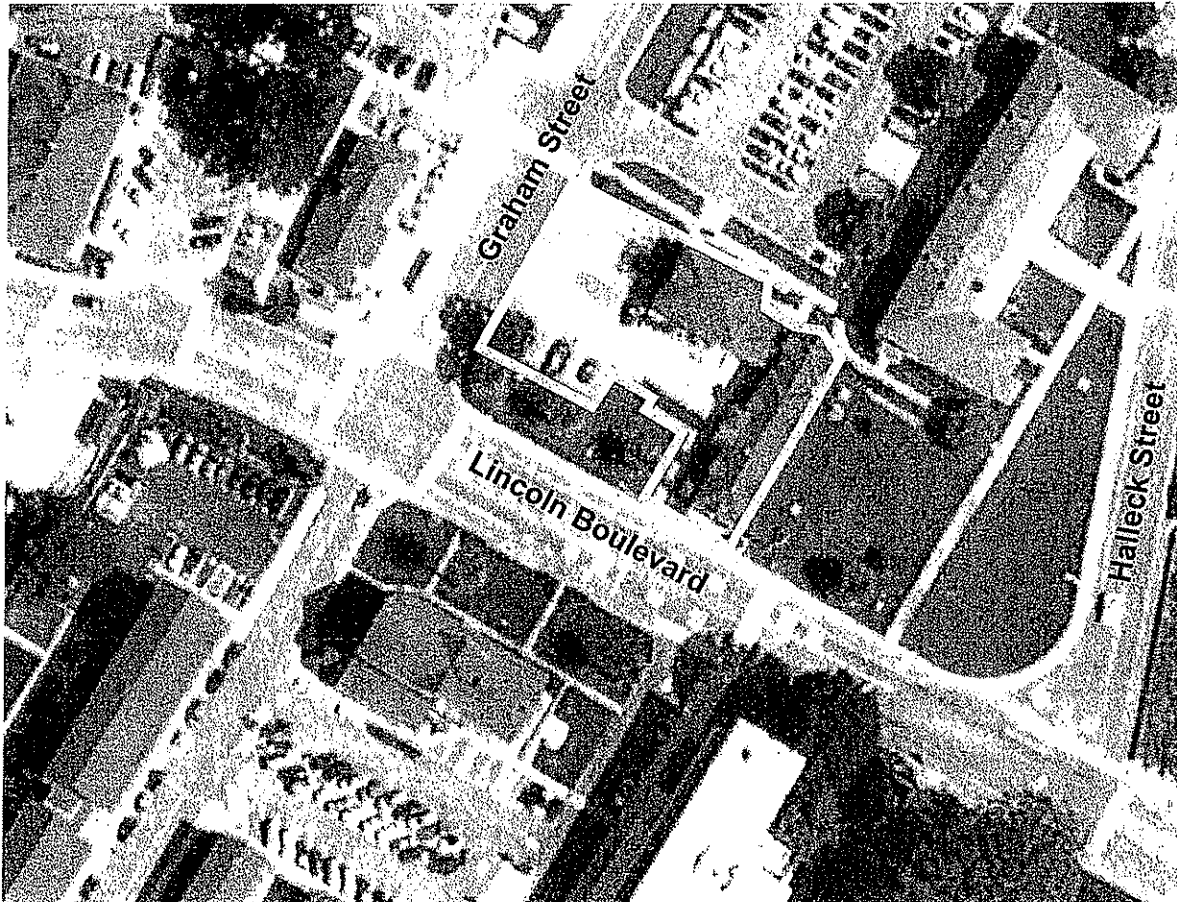


Exhibit D.

Schedule of Maximum Annual Adjustment

Effective October 1 of each fiscal year - Not to exceed

Contract Year	Year	Amount
1	2010	\$3,568,125
2	2011	\$3,693,009
3	2012	\$3,822,265
4	2013	\$3,956,044
5	2014	\$4,094,506
6	2015	\$4,237,813
7	2016	\$4,386,137
8	2017	\$4,539,651
9	2018	\$4,698,539
10	2019	\$4,862,988
11	2020	\$5,033,193
12	2021	\$5,209,354
13	2022	\$5,391,682
14	2023	\$5,580,391
15	2024	\$5,775,704
16	2025	\$5,977,854
17	2026	\$6,187,079
18	2027	\$6,403,627
19	2028	\$6,627,754
20	2029	\$6,859,725
21	2030	\$7,099,815
22	2031	\$7,348,309
23	2032	\$7,605,500
24	2033	\$7,871,692
25	2034	\$8,147,201

Exhibit E

Annual Fee Adjustment Based on Staffing Model

Shift factor of 31/9 = 3.444

All data is valid for SFDD Fiscal Year 2010-11

Bank	Positions	Salary		Training/Education		Holiday Pay		Premium Pay		Driver Premium		Total Premium Costs		Retirement		Social Security		Mandatory Fringe Benefits		High/Deemed/Denti.		Total Fringe Costs		Total Personnel Costs
		Salary	Total Salary Costs	Training/Education	Holiday Pay	Retention	4%	5%	5.181	5.181	5.181	5.181	5.181	5.181	5.181	5.181	5.181	5.181	5.181	5.181	5.181	5.181	5.181	
Officer	H-30 Captain	1,000	\$ 137,477	\$ 8,449	\$ 8,449	\$ 5,499	\$ 5,499	\$ 5,499	\$ 5,499	\$ 5,499	\$ 5,499	\$ 5,499	\$ 5,499	\$ 5,499	\$ 5,499	\$ 5,499	\$ 5,499	\$ 5,499	\$ 5,499	\$ 5,499	\$ 5,499	\$ 5,499	\$ 5,499	197,363
Officer	H-20 Lieutenant	2,444	\$ 320,417	\$ 17,651	\$ 17,651	\$ 11,774	\$ 11,774	\$ 11,774	\$ 11,774	\$ 11,774	\$ 11,774	\$ 11,774	\$ 11,774	\$ 11,774	\$ 11,774	\$ 11,774	\$ 11,774	\$ 11,774	\$ 11,774	\$ 11,774	\$ 11,774	\$ 11,774	\$ 11,774	436,841
Driver	H-2 Firefighter	3,444	\$ 103,619	\$ 21,435	\$ 21,435	\$ 14,276	\$ 14,276	\$ 14,276	\$ 14,276	\$ 14,276	\$ 14,276	\$ 14,276	\$ 14,276	\$ 14,276	\$ 14,276	\$ 14,276	\$ 14,276	\$ 14,276	\$ 14,276	\$ 14,276	\$ 14,276	\$ 14,276	\$ 14,276	525,222
Paramedic	H-3 Firefighter/Paramedic	3,444	\$ 119,734	\$ 21,435	\$ 21,435	\$ 14,276	\$ 14,276	\$ 14,276	\$ 14,276	\$ 14,276	\$ 14,276	\$ 14,276	\$ 14,276	\$ 14,276	\$ 14,276	\$ 14,276	\$ 14,276	\$ 14,276	\$ 14,276	\$ 14,276	\$ 14,276	\$ 14,276	\$ 14,276	597,602
EMT	H-2 Firefighter	3,444	\$ 103,619	\$ 21,435	\$ 21,435	\$ 14,276	\$ 14,276	\$ 14,276	\$ 14,276	\$ 14,276	\$ 14,276	\$ 14,276	\$ 14,276	\$ 14,276	\$ 14,276	\$ 14,276	\$ 14,276	\$ 14,276	\$ 14,276	\$ 14,276	\$ 14,276	\$ 14,276	\$ 14,276	525,222
Totals:	13,778		\$ 1,558,097																					2,273,681

FY11-12 Example

Assumptions: 2% raise 7/1/11, Retirement to 14.5%, Holiday to full 6.5%

Bank	Positions	Salary		Training/Education		Holiday Pay		Premium Pay		Driver Premium		Total Premium Costs		Retirement		Social Security		Mandatory Fringe Benefits		High/Deemed/Denti.		Total Fringe Costs		Total Personnel Costs
		Salary	Total Salary Costs	Training/Education	Holiday Pay	Retention	4%	5%	5.181	5.181	5.181	5.181	5.181	5.181	5.181	5.181	5.181	5.181	5.181	5.181	5.181	5.181	5.181	
Officer	H-30 Captain	1,000	\$ 140,327	\$ 8,449	\$ 8,449	\$ 5,609	\$ 5,609	\$ 5,609	\$ 5,609	\$ 5,609	\$ 5,609	\$ 5,609	\$ 5,609	\$ 5,609	\$ 5,609	\$ 5,609	\$ 5,609	\$ 5,609	\$ 5,609	\$ 5,609	\$ 5,609	\$ 5,609	\$ 5,609	202,869
Officer	H-20 Lieutenant	2,444	\$ 322,825	\$ 17,651	\$ 17,651	\$ 12,010	\$ 12,010	\$ 12,010	\$ 12,010	\$ 12,010	\$ 12,010	\$ 12,010	\$ 12,010	\$ 12,010	\$ 12,010	\$ 12,010	\$ 12,010	\$ 12,010	\$ 12,010	\$ 12,010	\$ 12,010	\$ 12,010	\$ 12,010	438,344
Driver	H-2 Firefighter	3,444	\$ 105,653	\$ 21,435	\$ 21,435	\$ 14,562	\$ 14,562	\$ 14,562	\$ 14,562	\$ 14,562	\$ 14,562	\$ 14,562	\$ 14,562	\$ 14,562	\$ 14,562	\$ 14,562	\$ 14,562	\$ 14,562	\$ 14,562	\$ 14,562	\$ 14,562	\$ 14,562	\$ 14,562	543,546
Paramedic	H-3 Firefighter/Paramedic	3,444	\$ 122,129	\$ 21,435	\$ 21,435	\$ 14,562	\$ 14,562	\$ 14,562	\$ 14,562	\$ 14,562	\$ 14,562	\$ 14,562	\$ 14,562	\$ 14,562	\$ 14,562	\$ 14,562	\$ 14,562	\$ 14,562	\$ 14,562	\$ 14,562	\$ 14,562	\$ 14,562	\$ 14,562	614,420
EMT	H-2 Firefighter	3,444	\$ 105,653	\$ 21,435	\$ 21,435	\$ 14,562	\$ 14,562	\$ 14,562	\$ 14,562	\$ 14,562	\$ 14,562	\$ 14,562	\$ 14,562	\$ 14,562	\$ 14,562	\$ 14,562	\$ 14,562	\$ 14,562	\$ 14,562	\$ 14,562	\$ 14,562	\$ 14,562	\$ 14,562	537,808
Totals:	13,778		\$ 1,589,228																					2,337,986

FY10-11 Costs: \$ 2,273,681
 \$ Increase: 63,705
 % Increase: 2.80%

Applied to contract amount

FY10-11 Amount: \$ 4,325,000
 % Increase: 2.80%
 FY11-12 Amount: \$ 4,446,100

Sources:
 Memorandum of Understanding between the City and County of San Francisco and San Francisco Fire Fighters Union Local 798 (AFL-CIO Unit 1) for increases in salary, holiday premium, retention, driver premium, and training/education.
 Salary Rates by position: <http://mission.sfgov.org/cpb-bldg/dhr/fndclass.cgi?class=&title=&salaryrange=&example=&monthStepEntry=&unionOnly=798>

Exhibit F
Example of Carry Forward of Balances
Effective October 1 of each fiscal year
Example

Contract Year		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16
City Fiscal Year		FY 10-11	FY 11-12	FY 12-13	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26
a)	Increase in SFDD Costs from formula:	n/a	2.80%	0.00%	0.00%	10.00%	15.00%	3.00%	0.00%	6.00%	3.00%	3.00%	0.00%	0.00%	0.00%	5.00%	0.00%
b)	Cost per year (w/ SFDD increase):	3,568,125	3,668,033	3,668,033	3,668,033	4,034,836	4,640,061	4,770,263	4,779,263	5,066,019	5,217,999	5,374,539	5,374,539	5,374,539	5,374,539	5,643,266	5,643,266
c)	Carry Forward from prior year:	n/a	-	-	-	-	-	402,248	795,374	1,034,986	1,402,465	1,757,476	2,098,823	2,264,008	2,264,008	2,041,014	1,908,576
d)	Cumulative SFDD Costs:	3,568,125	3,668,033	3,668,033	3,668,033	4,034,836	4,640,061	5,131,511	5,574,637	6,101,004	6,620,464	7,132,016	7,473,362	7,638,547	7,638,547	7,684,280	7,531,842
e)	Contract at Capped Increase:	3,568,125	3,668,033	3,668,033	3,668,033	4,034,836	4,640,061	4,770,263	4,779,263	5,066,019	5,217,999	5,374,539	5,374,539	5,374,539	5,374,539	5,643,266	5,643,266
f)	Overrun:	-	(24,977)	(154,232)	(288,011)	(59,670)	(402,248)	795,374	1,034,986	1,402,465	1,757,476	2,098,823	2,264,008	2,264,008	2,041,014	2,008,576	1,977,854
g)	Amount of Contract:	3,568,125	3,668,033	3,668,033	3,668,033	4,034,836	4,237,813	4,386,137	4,539,651	4,698,539	4,862,988	5,033,193	5,207,354	5,374,682	5,380,391	5,775,704	5,977,854

Calculations:

- a) % Increase in Exhibit E
- b) Prior year line b) increased by current year line a)
- c) Amount of prior year line f) if greater than zero
- d) Line b) plus Line c)
- e) Exhibit D amount for Year
- f) Line d) minus Line e)
- g) Amount of capped increase or cumulative SFDD cost whichever is least amount

