

FILE NO. 120992

Petitions and Communications received from September 24, 2012, through October 1, 2012, for reference by the President to Committee considering related matters, or to be ordered filed by the Clerk on October 9, 2012.

**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 various City Departments, submitting responses to the 2011-2012 San Francisco Civil Grand Jury Report, "Where There's Smoke...The Need to Strengthen the Arts Commission's Stewardship of San Francisco's Cultural Legacy." (1)

Department of Children, Youth and Their Families  
Arts Commission

From the Controller, submitting a copy of memo regarding Process for Allocating Board Member District Allocations. (2)

From Department of Alcoholic Beverage Control, regarding Public Convenience of Necessity Determinations. Copy: Each Supervisor, Clerk of the Board, City Attorney, City Operations and Neighborhood Services Committee Clerk. (3)

\*From Department of Public Works, submitting Annual Report for FY2011-2012. (4)

From concerned citizens, regarding broadcasting Board of Supervisors' meetings on KPOO Radio. 8 letters. (5)

From concerned citizens, regarding parking of oversized vehicles. File No. 120142. 14 letters. Copy: Each Supervisor. (6)

From Bay Area Air Quality Management District, regarding public hearing. (7)

From concerned citizens, regarding Sheriff Ross Mirkarimi. File No. 120949. 2 letters. (8)

From Public Utilities Citizens' Advisory Committee, regarding drink tap reuse. File No. 120488. (9)

From Department of Public Health, regarding Grant Budget Revision - Implementing New Directions in HIV Prevention in San Francisco. (10)

From concerned citizen, regarding SF public nudity. (11)

From Stephanie Greenburg and Micki Jones, regarding support to require treatment/jail for chronic inebriates. (12)

From Nikos Diaman, regarding the downsizing of future efficiency apartments. File No. 120191. (13)

From Roland Salvato, regarding the preservation of the Bernal Library mural. (14)

\*(An asterisked item represents the cover sheet to document that exceeds 25 pages. The complete document is available at the Clerk's Office, Room 244, City Hall.)

Alisa,

Please find DCYF's response to the Civil Grand Jury report titled: "Where There's Smoke...The Need to Strengthen the Arts Commission's Stewardship of San Francisco's Cultural Legacy."

I will be attend the GAO hearing on October 11<sup>th</sup>.

Thanks,

--Maria

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Maria Su, Psy.D.  
Executive Director  
Department of Children, Youth and Their Families (DCYF)  
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**Maria Su, Psy.D.**  
EXECUTIVE DIRECTOR



**Edwin M. Lee**  
MAYOR

September 26, 2012

Honorable Katherine Feinstein  
Superior Court of California  
County of San Francisco  
Grand Jury  
400 McAllister St, Room 008  
San Francisco, CA 94102

**Re: DCYF's Responses to the 2011-2012 Civil Grand Jury of San Francisco Report titled "Where There's Smoke...The Need to Strengthen the Arts Commission's Stewardship of San Francisco's Cultural Legacy"**

Dear Judge Feinstein:

Thank you for the opportunity to respond to the report entitled, "Where There's Smoke... The Need to Strengthen the Arts Commission's Stewardship of San Francisco's Cultural Identity" which was released on July 26, 2012. The report highlighted the need for stronger oversight in the operations and governance of the Commission, while being mindful of all the complicated requirements and limitations that it has. In this difficult economic climate it is even more important for us to ensure that our limited funds are used effectively and to provide the most impact for the children, youth and families of San Francisco.

Section III. Neighborhood Cultural Centers

*Recommendation #15: SFAC hold public hearings about the Cultural Centers and their short- and long-term funding (for programs and facility maintenance), facility, and safety needs to develop an action plan to secure the Cultural Centers.*

DCYF **supports** the recommendation for SFAC to hold public hearings on ways City departments and other key stakeholders can participate in the development of short- and long-term sustainability plans for these valuable Cultural Centers and the programs they implement. DCYF currently provide funding support to several Cultural Centers in the City for afterschool and youth services as well as summer programming.

**Department of Children, Youth and Their Families**

1390 Market Street Suite 900 \* San Francisco, CA 94102 \* 415-554-8990 \* [www.dcyf.org](http://www.dcyf.org)

Once again thank you for your focus on this very important topic. I hope that this report will result in improvements that will benefit the community. If you have any questions regarding DCYF's responses please do not hesitate to contact me.

Sincerely,



Maria Su  
Executive Director

CC: Grand Jury Office  
Board of Supervisors  
Angela Calvillo, Clerk of the Board of Supervisor  
Mario Choi, Foreperson pro Tem, 2011-2012 Civil Grand Jury  
Naomi Kelly, City Administrator  
Ben Rosenfield, Controller



Arts Commission Civil Grand Jury Response to "Where There's Smoke...The Need to Strengthen the Art Commission's Stewardship of San Francisco's Cultural Legacy"

DeCaigny, Tom

to:

Miller, Alisa

09/26/2012 02:49 PM

Cc:

"Calvillo, Angela", "Ausberry, Andrea", "Krell, Rebekah", "Page\_Ritchie, Sharon", "Goyal, Manish", "Varah, Adine"

Hide Details

From: "DeCaigny, Tom" <tom.decaigny@sfgov.org> Sort List...

To: "Miller, Alisa" <alisa.miller@sfgov.org>,

Cc: "Calvillo, Angela" <angela.calvillo@sfgov.org>, "Ausberry, Andrea" <andrea.ausberry@sfgov.org>, "Krell, Rebekah" <rebekah.krell@sfgov.org>, "Page\_Ritchie, Sharon" <sharon.page\_ritchie@sfgov.org>, "Goyal, Manish" <manish.goyal@sfgov.org>, "Varah, Adine" <adine.varah@sfgov.org>

1 Attachment



Civil\_Grand\_Jury\_SFAC\_response\_092412.pdf

Dear Ms. Miller:

Please find attached the Arts Commission's responses to the Civil Grand Jury Report "Where There's Smoke...The Need to Strengthen the Art Commission's Stewardship of San Francisco's Cultural Legacy". I will be present at the Government Audit and Oversight Committee hearing on October 11 to present on behalf of the Arts Commission.

Please let me know if you have any questions, or if we can provide additional information for the Board of Supervisors prior to the October 11 hearing.

Sincerely,

Tom DeCaigny  
Director of Cultural Affairs

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**Tom DeCaigny**  
Director of Cultural Affairs  
San Francisco Arts Commission  
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From: "Andrea.Ausberry@sfgov.org" <Andrea.Ausberry@sfgov.org>

Date: Tuesday, August 14, 2012 4:58 PM

**To:** "Goyal, Manish" <manish.goyal@sfgov.org>, "BOS-Supervisors@SFGOV.sfgov.org" <BOS-Supervisors@SFGOV.sfgov.org>, Tom DeCaigny <Tom.DeCaigny@sfgov.org>, "Rebekah Krell@SFGOV.sfgov.org" <Rebekah\_Krell@SFGOV.sfgov.org>, "Rosenfield, Ben" <ben.rosenfield@sfgov.org>, "Lane, Maura" <maura.lane@sfgov.org>, "Adams, Cheryl" <cheryl.adams@sfgov.org>, "gfarrington@calacademy.org" <gfarrington@calacademy.org>, "abrown@calacademy.org" <abrown@calacademy.org>, "Murray, Elizabeth" <elizabeth.murray@sfgov.org>, Kary Schulman <kary.schulman@sfgov.org>, "Hayes, Renee" <renee.hayes@sfgov.org>, "Wheaton, Nicole" <nicole.wheaton@sfgov.org>, "Ginsburg, Phil" <phil.ginsburg@sfgov.org>, "Comission, Recpark" <recpark.commission@sfgov.org>, "Kelly, Naomi" <naomi.kelly@sfgov.org>, "info.bvoh@bvoh.org" <info.bvoh@bvoh.org>, London Breed <london@AAACC.org>, "jennie@missionculturalcenter.org" <jennie@missionculturalcenter.org>, "development@missionculturalcenter.org" <development@missionculturalcenter.org>, Lex Leifheit <lex@somarts.org>, "Su, Maria" <maria.su@sfgov.org>, "Suhr, Greg" <greg.suhr@sfgov.org>, "Brian.Strong@sfgov.org" <Brian.Strong@sfgov.org>, "Lazar, Howard" <howard.lazar@sfgov.org>, "Gascon, George" <george.gascon@sfgov.org>, "Calvillo, Angela" <angela.calvillo@sfgov.org>, "sunshinechairgrant@gmail.com" <sunshinechairgrant@gmail.com>, "Schulman, Chris" <chris.schulman@sfgov.org>, "Dick-Endrizzi, Regina" <regina.dick-endrizzi@sfgov.org>, Alisa Miller <Alisa.Miller@sfgov.org>, "Calonsag, Rana" <rana.calonsag@sfgov.org>, "Nuru, Mohammed" <mohammed.nuru@sfdpw.org>

**Subject:** REVISED: Civil Grand Jury Report - Where There's Smoke...The Need to Strengthen the Art Commission's Stewardship of San Francisco's Cultural Legacy"

Good Afternoon,

Within 60 days your department is required to respond to the 2011-2012 Civil Grand Jury Report, entitled "Where There's Smoke...The Need to Strengthen the Art Commission's Stewardship of San Francisco's Cultural Legacy" (attached). **Department responses must be e-mailed, mailed, or delivered to the attention of the Government Audit Clerk, Office of the Clerk of the Board** for inclusion in the Board's file by **September 26, 2012** (the date your response is due).

A representative from your department is required to be present for the hearing and report your department's response. Please submit the name of your department's presenter along with your department's response. The following is the tentative scheduled date of the hearing:

**Government Audit and Oversight Committee - October 11, 2011, at 1:00 pm, City Hall, Room 263**

Thank you,

**San Francisco  
Arts Commission**

Edwin M. Lee  
Mayor

Tom DeCaigny  
Director of  
Cultural Affairs

Programs:  
Civic Art Collection  
Civic Design Review  
Community Arts & Education  
Cultural Equity Grants  
Public Art  
SFAC Galleries  
Street Artist Licensing

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City and County of  
San Francisco

September 24, 2012

The Honorable Katherine Feinstein  
Presiding Judge  
Superior Court of California, County of San Francisco  
400 McAllister Street, Room 008  
San Francisco, CA 94102-4512

Dear Judge Feinstein:

The following is in response to the 2011-2012 Civil Grand Jury report, "Where There's Smoke . . . The Need to Strengthen the Art Commission's Stewardship of San Francisco's Cultural Legacy".

I want to thank the Civil Grand Jury for taking the time to look deeply into the Arts Commission and for their advocacy on behalf of appropriate funding for the arts in San Francisco. I'm proud to report that we have already taken significant steps to correct many of the recommendations of the Jury, and we will put this critical information to use as we move forward with our community engagement and planning process, which will begin this fall.

The aforementioned plan deliverables will include a ten-year capital plan to address the long-term needs of the Civic Art Collection and Cultural Centers, as well as a review of all legislation pertaining to the Arts Commission. This process will enhance the Arts Commission's programs and resources to better serve the community and to ensure a more vibrant and healthy arts ecosystem.

Thank you for your time, and please don't hesitate to contact me with any questions.

Sincerely,



Tom DeCaigny  
Director of Cultural Affairs



**The San Francisco Arts Commission's (SFAC) response to the Civil Grand Jury's findings and recommendations is as follows:**

**I. SFAC Governance**

**Finding F1:** The City, through SFAC and GFTA, devotes public resources to art and cultural programs in more generous amounts, per capita, than any other municipality in the United States.

**Response:** Disagree (partially). The SFAC has not reviewed data of the per capita arts budgets of every other municipality in the United States and so is not in a position to agree or disagree with the finding. While San Francisco does devote more funding per capita than many other major U.S. Cities (such as Los Angeles), a comprehensive study of all municipalities has not been undertaken.

**Finding F2:** SFAC Commissioners have not taken responsibility to adequately ensure administrative excellence in the department they govern.

**Response:** Disagree (wholly). Arts Commissioners have acknowledged a number of areas for improvement over the past year, and governance at the SFAC continues to improve as a result. Some governance improvements over the past year include: regular quarterly financial reports to the SFAC Executive Committee; a new draft 360 performance review instrument for the Director of Cultural Affairs to be implemented annually (and at six months for the new Director); monthly leadership team meetings between the Commission President, Vice-President and Director of Cultural Affairs; new program as well as accounting policies and procedures manuals for all programs reviewed at the committee and full commission level; and regular annual meetings of the nominating committee to nominate officers and review performance of the Commission as a whole.

**Finding F3:** Commissioners focus on programs at the expense of general administration and the larger interests of the public.

**Response:** Disagree (partially). The purpose of the Executive Committee of the Commission, which meets monthly, is to focus on general administration issues and interests of the public not addressed by a specific committee. All meetings of the Commission are properly noticed as is required by law so that members of the public are welcome to express their interests and concerns before the Commission. San Francisco is home to many diverse communities and a diverse arts and culture ecosystem. The SFAC aims to be responsive to the greatest community need, and our upcoming community engagement and planning process will outreach to a broad cross-section of the San Francisco public to properly assess the areas of greatest need.

**Finding F4:** SFAC has not developed materials that create awareness among the general public of the array of art opportunities available to them.

**Response:** Disagree (partially). The Arts Commission regularly updates its website and participates actively in social media outlets (Facebook and Twitter - @SFAC), as well as publishes a series of electronic monthly newsletters that highlight specific agency programs as well as agency-wide activities and important deadlines. Members of the public are able to sign up for the newsletter via our website. Furthermore, the Arts Commission maintains a poster series along Market Street that promotes a range of arts activities in the City, and creates an annual report summarizing the diverse work of the Arts Commission. We are always open to new marketing ideas and look forward to piloting new communications strategies as part of our planning process in 2012-13.

**Finding F5:** SFAC has not created a high-profile community identity for itself as an important contributor to San Francisco's cultural heritage.

**Response:** Disagree (wholly). All of our programs have received local as well as national attention. For example, the Arts Commission's Public Art program is responsible for creating millions of dollars in new public art annually, and has a national reputation as one of the best public art programs in the country. In June 2012, two recent works from the City's Civic Art Collection were recognized by Americans for the Arts Public Art Network as two of the best 50 public art projects in the country. The Cultural Equity Grants program, the first of its kind in the country, supports hundreds of San Francisco individual artists and small to mid-size arts organizations, and has also been recognized as a leading program in the field. San Francisco's reputation as a vibrant, creative, and artistically interesting City draws millions of visitors each year, and that reputation is supported in large part by the "behind-the-scenes" work of the SFAC.

While the SFAC is cautious not to spend precious taxpayer dollars for purposes of self-promotion, we recently secured the pro bono branding and marketing services of local design firm studio1500. studio1500 redesigned the SFAC's logo and brand platform free of charge, and we launched the new look in a poster series along Market Street in April 2012. The new brand will be the basis for an improved website to be developed in 2013 after the SFAC completes a comprehensive community needs assessment.

**Finding F6:** SFAC has only made a limited effort at fundraising.

**Response:** Disagree (wholly). The SFAC has been awarded \$4,970,462 in competitive grant dollars from private foundations as well as state and federal public agencies over the past four fiscal years. In 2010, the SFAC also launched ArtCare, a fundraising initiative in partnership with the SF Art Dealer's Association focused on raising private funds for care of the City's Civic Art Collection. In addition, specific programs of the SFAC such as WritersCorps and the SFAC Galleries, solicit funds from donors through annual campaigns

and fundraising events. Moreover, the SFAC has actively sought and fostered partnerships with numerous other city agencies, such as the Public Utilities Commission, to increase revenue streams for its programming.

**Finding F7:** As a particularly community-oriented government agency, SFAC office practices need substantial improvement.

**Response:** Disagree (partially). Since the Civil Grand Jury began their investigation, the SFAC has instituted a number of new office policies and procedures. These new policies and procedures include: a new staff point person (Communications Director) for all public information and Sunshine Ordinance requests; regular bi-weekly all staff meetings and management team meetings to improve internal communication. The agency has also improved its processes for public meetings by providing more explanatory documents.

**Finding F8:** SFAC's website and published materials are out-of-date.

**Response:** Disagree (partially). We are currently conducting a review of our website and printed materials to ensure all items are up-to-date.

**Recommendation R1:** To improve the governance of the department, increase the number of at-large Commissioners to eight members, through Charter amendment.

**Response:** This recommendation cannot be implemented by the SFAC. Whether or not to modify the composition of the Commission under the Charter is a policy decision for the voters.

**Recommendation R2:** As an alternative, establish a Citizens Advisory Committee of seven members, appointed by the Mayor, to provide expert guidance in governance and administration, aid in non-governmental fundraising, and increase the community stature of the department.

**Response:** The recommendation will not be implemented by the SFAC. Currently, there are two vacancies on the Commission. We look forward to working with the Mayor's Office to fill both with qualified candidates, and believe that a Commission of 15, experienced in arts policy, governance, administration, and fundraising, will provide adequate oversight and guidance to the agency. We do not believe the creation of an additional governmental body is necessary or productive.

**Recommendation R3:** Encourage the creation of a non-profit organization dedicated to raising funds to meet program and operational needs.

**Response:** The recommendation requires further analysis by the Director of Cultural Affairs and the Commission. Creation of a non-profit organization, or "Friends of the San

Francisco Arts Commission" dedicated to fundraising for the agency, cannot legally be undertaken by staff and so there would need to be sufficient interest and resources in the philanthropic community to create and maintain a separate entity. The SFAC will explore this recommendation as part of our community engagement and planning process in October-December 2012.

**Recommendation R4:** Improve the orientation and training of Commissioners to provide them with a clear understanding of their administrative responsibilities and roles in budgeting, personnel management, city processes, and their role as ambassadors to the public to increase awareness of art opportunities in the community.

**Response:** The recommendation has been partially implemented and will be completely implemented by January 2013. The Director of Cultural Affairs and Commission President are working with staff to ensure Commissioners receive adequate training in their roles and responsibilities, including a thorough understanding of City processes and procedures, the agency's budget, revenue sources, and related legislation, as well as agency policies and programming. The two new Commissioners have completed orientation meetings with staff and the President and Director of Cultural Affairs have met, or are scheduled to meet, with all other current Commissioners in the coming months. Additionally, a Commission retreat will be held in the next six months that will include additional training on the City budget and other policy-related matters.

**Recommendation R5:** Furnish the means for each Commissioner to conduct an annual self-assessment to evaluate personal and commission performance in order to promote a focus on the full array of Commission responsibilities.

**Response:** The SFAC cannot implement this recommendation. All Commissioners are Mayoral appointees, and instruction to complete a self-assessment would come at the Mayor's direction.

**Recommendation R6:** Update the SFAC website and materials to conform to current law and policy.

**Response:** The recommendation will be implemented by January 2013. All of the materials on the website are updated regularly, and we are in the process of reviewing any out-of-date information. We look forward to beginning a redesign of the website later this year.

## **II. SFAC and the Civic Art Collection**

**Finding F9:** The Civic Art Collection is a vast assemblage of tangible art and artifacts, representing a substantial cultural and financial asset of the City and County.

**Response:** Agree.

**Finding F10:** Promotion of the Collection as an attraction of the City is limited.

**Response:** Disagree (wholly). The Arts Commission promotes the Civic Art Collection to the extent we can within the bounds of our limited resources. Examples include, but are not limited to:

- Issuing press releases at the completion of every new artwork and garnering significant press coverage;
- Issuing press releases at the completion of every major art restoration project – recent projects garnering press include the Voulkos sculpture restoration (story made the front page of *The San Francisco Chronicle*), the Haring sculpture restoration (this story made the front page of the *Bay Area Reporter*), and Coit Tower;
- Listing with images of every commissioned art enrichment project published on our website;
- Garnering national recognition of programs and projects with achievement awards from Americans for the Arts' Public Art Network;
- Completing numerous episodes of Culture Wire (available online and at sfgov tv) about the collection;
- Screening 20-minute Culture Wire episodes about the Civic Art Collection in Terminal 2 at SFO ran for several months as in-flight entertainment on Virgin America Airlines;
- Exhibiting mid-century artworks from the Civic Art Collection (approximately 120 works) were loaned and exhibited at SFO Museums, International Terminal;
- Fielding routine requests for artwork loans from the collection to numerous prestigious institutions, most recently the DeYoung Museum, Whitney Museum of American Art (New York City), SFMOMA, Palm Springs Art Museum;
- Producing a forthcoming book which includes highlights of the Civic Art Collection and its history to be published in Spring 2013;
- Producing a "Guide By Cell" audio tour of the public art collection at SFO's new Terminal 2;
- Launching Smart Phone Apps to publish the collection in progress with multiple media partners.

**Finding F11:** There is only a partially complete inventory of the Collection.

**Response:** Disagree (partially). The SFAC has always had a complete accounting of artworks under the SFAC's jurisdiction in the Civic Art Collection. Each object, dating back to 1875, has been assigned a catalogue number (known as an accession number) and each object has both digital and paper records in the archive. Given the widespread nature of the collection, inventories have historically been conducted in segments. This is in line with

collection management best practices. The SFAC now endeavors to undertake a "wall to wall" inventory, dedicating the resources necessary to complete a comprehensive inventory of the collection within 18 months.

**Finding F12:** No appraisal of the Collection, at its present value, has been undertaken.

**Response:** Disagree (partially). There is a substantial cost involved in appraising artworks, anywhere from \$300 - \$1000 per object depending on complexity. Segments of the Civic Art Collection are appraised at regular intervals for insurance purposes. For example, the collection at SFO was recently appraised at the expense of the airport, as they maintain their own insurance policy for the artwork. Data from segments of the collection is used to then estimate rough value for the entire collection. Individual artworks are appraised as necessary - for example when loaned to other institutions, at request of the insurer, and before undertaking major restoration. Also, large-scale, architecturally integrated public artworks and monuments cannot be appraised similar to standard artwork, as there is generally no resale value. These works are assessed for replacement value. The SFAC documents the original purchase price and/or commission budget for every artwork in the collection.

**Finding F13:** The inventory and cataloging function of the SFAC is delegated to at least a single paid staff member and two interns which is insufficient.

**Response:** Disagree (wholly). The Civic Art Collections staff consists of one full-time, paid Senior Registrar; one full-time, paid Collections Project Manager; one part-time (.5 FTE), paid Collections Program Associate; and a fluctuating number of interns (usually 1-2). These employees manage the documentation, cataloging, inventory, maintenance and conservation of the collection, in addition to other collections related tasks. In addition, we are in the process of interviewing for a temporary, paid specialist to focus solely on inventory of the collection over the next 18 months.

**Finding F14:** Public access to the Collection has diminished due to SFAC's suspension of its art loan program to other City agencies and departments.

**Response:** Disagree (wholly). No artworks have been or will be recalled from loan as a part of the suspension of the loan program. Therefore, there is no change to the amount of artworks on loan and no diminishment of public access to the collection. The suspension applies to new loan projects, where an agency exchanges what they already have for different work. The suspension has no effect on the volume of work currently on view.

**Finding F15:** Despite inadequate maintenance funding, commissioning and accessioning of new art continues under the Public Art Program.

**Response:** Agree. By City law (Section 3.19 of the Administrative Code), two percent of the gross estimated cost of all construction projects on City property is required to be set aside for art enrichment funds, for the creation of new public art.

**Finding F16:** De-accessioning of art in the Collection is infrequent and underutilized.

**Response:** Disagree (partially). De-accession from the collection is a necessarily intricate and time consuming undertaking. The Arts Commission has very strict guidelines regarding de-accession, which can only be undertaken under specific circumstances. These guidelines are in keeping with collections management best practices. The Commission averages 3-4 de-accessions annually. As a result of the collection inventory over the next 18 months, we may identify parts of the collection that will be appropriate for de-accession.

**Finding F17:** The maintenance budget for the Collection is grossly inadequate to the task of preservation of the Collection.

**Response:** Agree. We believe an on-going source of revenue must be dedicated to the task of preserving the collection, and are currently undergoing an analysis to propose options.

**Finding F18:** Art maintenance is more appropriately an operating rather than capital cost as it is a day-to-day responsibility of SFAC.

**Response:** Disagree (partially). We agree that maintenance of the collection is an ongoing responsibility and operating cost that the Arts Commission has not had the resources to implement. However, the collection is a capital asset for the city. Just like other capital assets (such as buildings) require major maintenance and capital improvements, so do objects in the collection.

**Finding F19:** Art maintenance is inappropriately treated as a capital expense by City government.

**Response:** Disagree (wholly). As stated above, the City defines the collection as a capital asset.

**Finding F20:** Without a clear legal mandate to do so, SFAC has assumed responsibility for maintaining art on Recreation and Park Department properties.

**Response:** Disagree (partially). The Arts Commission has been maintaining work on Recreation and Parks property since its inception in 1932. The legal mandate to do so, as stated in the report, is Charter Section 5.103, which tasks the Arts Commission with maintaining the art owned by the City. Administrative Code 2A.150.1.A&B states:  
**(a) Cataloging, Care and Maintenance of Public Art Media.** The cataloging, care and maintenance of all sculptures, statues, murals, paintings and other art media belonging to

the City and County of San Francisco, other than and excepting those located on properties under the jurisdiction and control of the San Francisco Unified School District, the M. H. de Young Memorial Museum, the California Palace of the Legion of Honor, the California Academy of Sciences and the Recreation and Park Commission, shall be under the jurisdiction of the Arts Commission. (b) **Agreement with Recreation and Park Commission.** The Arts Commission shall be authorized to enter into agreement with the Recreation and Park Commission, upon such terms as may be mutually agreed, for the cataloging, care and maintenance of any or all of the above media located on properties under the jurisdiction of the Recreation and Park Commission.

**Finding F21:** SFAC spends most of its current maintenance funding repairing works on Rec & Park property.

**Response:** Disagree (partially). SFAC efforts at graffiti abatement largely take place on Recreation and Parks Property. Over the last three years however, larger scale maintenance and restoration projects have been undertaken throughout the City on multiple properties overseen by Recreation and Parks, Municipal Transit Agency, Moscone Center, SFO, SF Police Department, SF Fire Department, and the Department of Public Health.

**Recommendation R7:** The Collection Loan Program remain suspended until the inventory and appraisal of the Collection is complete, and a tracking system for loaned art is developed and in operation.

**Response:** The recommendation has already been implemented; as stated, this is the current status of, and our future plan, for the program. The loan program is currently suspended. A tracking system is already in place - a function of the inventory project is to analyze and recommend required resources for the program to function adequately moving forward.

**Recommendation R8:** Human and material resources adequate to the task be devoted to the rapid completion of the inventory, appraisal, and cataloging of the Collection.

**Response:** The recommendation will be implemented in the future. Currently, we are interviewing candidates for the position that will be solely focused on conducting an inventory of the collection, which we anticipate will be completed within the next 18 months. Appraisal of the collection continues as warranted under conditions described in Finding #12.

**Recommendation R9:** Re-designate maintenance and conservation of the Collection as an operating expense of the SFAC rather than a capital budget item.



**Response:** This recommendation will not be implemented. The SFAC has been advised to continue to interact with the Capital Planning Committee regarding the maintenance needs of the Civic Art Collection and related funding requests.

**Recommendation R10:** Redirect and dedicate \$1 million, over two years, of the Grants for the Arts/Hotel Tax Fund on a one-time basis to the Arts Commission to fund the inventory, maintenance, storage, de-accessioning, exhibition and installation of the *existing* Collection located in the City, at San Francisco International Airport, and at other City properties.

**Response:** This recommendation cannot be implemented by the SFAC. The reallocation of Hotel Tax fund dollars intended for Grants for the Arts or any other City entity or project is a policy decision for the Mayor's Office and the Board of Supervisors, to be determined during the annual budget process. The SFAC would welcome additional Hotel Tax fund revenue (or revenue from another source) for the management of the collection, but not at the expense of existing funding to the broader arts community.

**Recommendation R11:** Designate Hotel Tax Funds from the initial \$1 million for the development of educational print, on-line and phone app materials to showcase the existing Civic Art Collection located in the City, at San Francisco International Airport, and at other City properties to make the Collection more accessible to City residents and visitors.

**Response:** This recommendation cannot be implemented by the SFAC. The reallocation of Hotel Tax fund dollars is a policy decision for the Mayor's Office and the Board of Supervisors, to be determined during the annual budget process. The Arts Commission would welcome additional Hotel Tax fund revenue (or revenue from another source) for the development of educational print, on-line and phone app materials to showcase the existing Civic Art Collection located in the City, at San Francisco International Airport, and at other City properties to make the Collection more accessible to City residents and visitors, but not at the expense of existing funding to the broader arts community.

**Recommendation R12:** Designate Hotel Tax Fund monies of 1% of the value of the Collection (up to \$900,000) on an annual basis for the maintenance and care of the Collection.

**Response:** This recommendation cannot be implemented by the SFAC. The reallocation of Hotel Tax fund dollars is a policy decision for the Mayor's Office and the Board of Supervisors, to be determined during the annual budget process. The SFAC would welcome additional ongoing Hotel Tax fund revenue (or revenue from another source) for the maintenance and care of the collection.

**Recommendation R13:** Clarify ownership and maintenance responsibilities for art and statuary on Rec & Park property.

**Response:** This recommendation will be implemented within the year. The SFAC looks forward to working with the Recreation and Parks Department (RPD) to clarify ownership and maintenance responsibilities for art on RPD property via an MOU between the agencies.

**Recommendation R14:** Complete a SFAC – Rec & Park agreement to ensure compensation for maintenance of art in the City’s parks is adequate to support that task and does not impair conservation and maintenance elsewhere.

**Response:** This recommendation requires further analysis. As stated above, the SFAC will work with the Recreation and Parks department to create an agreement between the two agencies clarifying responsibility for maintenance of art on RPD property. However, allocation of financial resources to the tasks will be a policy decision for the Mayor and Board of Supervisors during the City’s annual budget process.

### **III. Neighborhood Cultural Centers**

**Finding F22:** The cultural centers are a primary responsibility of the Arts Commission under the Charter.

**Response:** Agree.

**Finding F23:** SFAC has not given the support and maintenance of the Cultural Centers the priority the Charter requires.

**Response:** Disagree (partially). Historically, the SFAC has been underfunded for Cultural Center capital needs, resulting in long-term deferred maintenance on the buildings. Every year, the SFAC requests support from the Capital Planning Committee to address major capital and life safety needs of the buildings, such as roof and HVAC system repairs. Beginning in FY11, the SFAC has seen a significant increase in City support, including upgraded HVAC and lighting systems at the African American Art & Culture Complex (AAACC), Mission Cultural Center for Latino Arts (MCCLA), and SOMArts Cultural Center through a funding program of the Public Utilities Commission. In FY12, allocated capital funding to Bayview Opera House (BVOH) included:

- \$500,000 to the restoration and repair of the south wall;
- \$590,000 to support ADA and barrier removal projects in conjunction with a larger renovation and site redesign from Mayor’s Office on Disability;
- \$400,000 from Housing (former Redevelopment Agency);
- \$100,000 from Mayor’s Office of Community Initiatives; and
- \$250,000 from the Public Utilities Commission.

Plans for that renovation of BVOH are currently under way with a planned ground breaking in 2013. FY12 to FY14 will see significant increases in support for the Cultural Centers from the Capital Planning Committee including:

- \$227,563 to MCCLA for a new roof
- \$214,760 to MCCLA for improvements to the ventilation and cooling system
- \$100,507 (increase from \$78,000) in the maintenance and repair budget for the Centers
- \$159,005 for AAACC for an electrical upgrade
- \$281,666 for AAACC for a new roof
- \$370,822 for SOMArts for a new roof

Furthermore, the Mayor's Office on Disability has committed the following in the FY12 to FY14:

- \$75,000 for AAACC for completion of ADA access to the second floor restrooms;
- \$960,000 for SOMArts for an ADA barrier removal project including the front entrance at Brannan Street and access to the second floor;
- \$800,000 for MCCLA for ADA barrier removal for the first floor, upper floor accessible bathrooms, and a lift to the mezzanine level.

These investments will have a tremendous impact on improving the facilities, and the SFAC strategic planning process will provide a 10-year capital plan.

**Finding F24:** SFAC has not addressed the long-term funding, stability and safety needs of the Cultural Centers.

**Response:** Disagree (partially). In order to provide stable, long term funding to the Cultural Centers, the SFAC has met required reductions to the General Fund allocation by reducing spending in SFAC administrative areas and providing consistency to the Cultural Centers grants allocations. In FY11, the SFAC assigned a program manager to provide increased oversight of the Cultural Centers program to assure that all compliance requirements are fully met and to increase the professional development of the Cultural Centers' staff and their board of directors. The safety of the buildings is of utmost concern. The Cultural Center grants allow for funds to be utilized to support security guards, security equipment, or to pay stipends for ambassador safety programs. Maintenance and repair funds may be used to increase surveillance or other technical safety needs, if required by the Centers and if funds are available. The SFAC adapts requirements to allow youth programs to take place outside of the Cultural Centers if there are short-term safety concerns for the participants. The long-term funding issues will be addressed in the upcoming community engagement and planning process.

**Recommendation R15:** SFAC hold public hearings and develop an action plan about the Cultural Centers and their short and long term funding (for programs and facility maintenance), facility, and safety needs to develop an action plan to secure the Cultural Centers.

**Response:** This recommendation will not be implemented. All legislated reporting requirements, financial audits, Controller's audits and California Cultural Data Project reports are reviewed at the CAEG committee level and submitted for review to the full Commission on a monthly basis. These meetings are publicly noticed and follow all Sunshine requirements. The CAEG committee also reviews fundraising plans and facility and life safety requirements for each of the Centers. Members of the public are welcome to attend and provide public comment.

The Cultural Centers house independent not-for-profit organizations that are responsible for the day-to-day operations and programs of the building. As required in the legislation, the Centers must hold six community support board meetings. Therefore, the issues raised in this recommendation would be better addressed site by site as each neighborhood and facility has distinct constituents. In addition, it is not appropriate for the City to hold community meetings that may impact an independent not-for-profit. The forthcoming SFAC strategic planning process will include extensive community engagement opportunities and produce a 10-year capital plan that will include the life safety system needs of the facilities.

**Recommendation R16:** SFAC enter long-term leases with their Cultural Center operators.

**Response:** This recommendation requires further analysis. The SFAC has taken a conservative leasing practice that correlates the issuing of an annual lease with the issuing of an annual grant allocation. A shift to a long-term lease would potentially also mean a shift to a longer-term grant agreement. SFAC staff meets annually to review the leases with the City Attorney's office to assure the leases are current and reflect accurately the individual needs of the sites. The SFAC has been in conversation with the City Attorney regarding long-term leases and the advisability of entering into a 5 to 9.9 year lease agreement. The SFAC strategic planning process will review this recommendation within the next 6 months.

#### **IV. Street Artists Program**

**Finding F25:** The SFAC routinely assigns new Commissioners to the Street Artists Committee due to lack of interest of other Commissioners.

**Response:** Agree. The perceived "lack of interest" is due to reluctance on the part of some Commissioners to hear cases of street artist violations and to suspend or revoke certificates (licenses).

**Finding F26:** The Street Artists Program is a self-funding enterprise that is funded by fees from the Street Artists.

**Response:** Agree. The law requires the Street Artist fees be used exclusively to cover the costs of managing and administering the program.

**Finding F27:** The District Attorney has failed to respond to Sunshine Complaint No. 11023.

**Response:** The SFAC is not in a position to agree or disagree with this finding, because it pertains exclusively to actions taken (or not) by the District Attorney's Office.

**Finding F28:** The Street Artists annual fees since 2000 have increased in large part due to the costs of defending the Program Manager for violations of the Sunshine ordinances from the Street Artists.

**Response:** Disagree (wholly). The primary reason fees have increased is the growing cost of salary and fringe benefits for City employees, as well as a re-assessment of the true costs of the program to include the cost of administrative overhead and management and supervision. Additionally, the fees have increased because of City Attorney costs. Street Artists program staff relies on City Attorney advice when responding to public information requests, public documents requests, and complaints submitted to the Sunshine Ordinance Task Force, and not in defending the Program Director.

**Finding F29:** The Street Artists depend on volunteer managers for the bulk of on-site supervision and program operations.

**Response:** Disagree (wholly). In addition to paid program staff and paid advisory committee members, there is only one volunteer "manager" who was elected by street artists who sell in only one area of the Street Artists Program: Justin Herman Plaza. Although he coordinates a lottery system for artists to obtain spaces in which to sell at the Plaza, he has no authority in managing or enforcing the provisions of the Street Artists Ordinance which include examining the wares of street artists, licensing the artists, inspecting the artists' wares, and enforcing the regulations governing their selling activities.

**Finding F30:** The Street Artists Program Manager is currently under investigation by the DA for violations of the Sunshine Ordinance.

**Response:** Not requested.

**Finding F31:** There has been no current memorandum of understanding between SFAC and the Rec & Park Department concerning the use of Justin Herman Plaza since 1991.

**Response:** Agree.

**Finding F32:** A Street Artist has never served as a Commissioner for SFAC.

**Response:** Agree.

**Finding F33:** Selling spaces have declined from 433 in 2008 to 375-380 spaces currently.

**Response:** Disagree (partially). While the number of year-round (not winter holiday) spaces has declined since 2008, the current number of year-round spaces is 414 (not 375-380).

**Recommendation R17:** Move the Street Artists Program to the Office of Small Business.

**Response:** This recommendation will not be implemented by the SFAC. The SFAC does not have the authority to transfer its responsibility for licensing the street artists to any other department. Furthermore, there is a petition on record, signed by hundreds of street artists, requesting the program remain under the purview of the SFAC.

**Recommendation R18:** The District Attorney respond to Sunshine Complaint No. 11023.

**Response:** The SFAC is not in a position to respond to this recommendation because it pertains exclusively to actions to be taken (or not) by the District Attorney's Office.

**Recommendation R19:** Legal expenses for the Sunshine Ordinance defense be paid from an account, other than the Street Artist Fund.

**Response:** This recommendation cannot be implemented. Current law requires the Street Artists program to generate license fee revenue sufficient to fully recover the costs of administering the program, which includes the cost of the City Attorney.

**Recommendation R20:** Appoint a current or former Street Artist to whichever Commission oversees them.

**Response:** This recommendation cannot be implemented by the SFAC. The Mayor, and not the SFAC, appoints both Arts Commissioners and Street Artists Advisory Committee members.

**Recommendation R21:** Develop new spaces for the Street Artists.

**Response:** This recommendation has been implemented over the past 32 years. Of the current 414 year-round spaces plus 60 additional winter holiday spaces (obtained

annually) for the artists, the SFAC obtained 298 of the spaces for the artists from 1980 to the present.

Furthermore, the Street Artists Program Director has spoken at meetings with Planning Department personnel and Fisherman's Wharf business representatives to ensure that 9 spaces on Jefferson Street will remain for the artists upon completion of the Jefferson Street renovation.

### **V. Symphony Fund**

**Finding F34:** For general operating and SFAC Gallery exhibition expenses, SFAC relies on public funds that are designated by Charter for "maintenance of a symphony orchestra . . ."

**Response:** Disagree (wholly). The SFAC appropriates the entire Charter mandated set-aside for the "maintenance of a symphony orchestra" to the San Francisco Symphony on an annual basis, in compliance with City law. The San Francisco Symphony optionally chooses to gift monies equal to approximately \$800K annually to the SFAC, to be used for whatever purpose the SFAC chooses, as stipulated in the long-standing agreement between the two organizations. The SFAC uses grants and gifts from a number of sources, including a gift from San Francisco Symphony, to fund the SFAC Galleries program (salaries, fringe benefits, exhibition and other program expenditures) as well as SFAC general operating expenses.

**Finding F35:** Since 1935, SFAC has chosen the San Francisco Symphony as recipient of those funds.

**Response:** Agree.

**Finding F36:** SFAC is without legal or practical recourse if SFS revoked its annual contribution of 40% of those funds given to SFAC.

**Response:** Disagree (wholly). If the San Francisco Symphony did not make an annual gift to the SFAC, then the SFAC could approach the Mayor's Office and Board of Supervisors for an additional appropriation of General Fund dollars. We will defer to the City Attorney on the subject of what, if any, legal recourse would be available should the written agreement pertaining to San Francisco Symphony's annual gift be revoked.

**Finding F37:** The manner in which SFAC funds its operations by a giveback donation of SFS monies creates, at the least, an appearance of fiscal impropriety and violates the intent of the 1935 Charter amendment.

**Response:** Disagree (wholly). The SFAC complies with Charter Section 16.106 and appropriates all funds for a municipal symphony orchestra as required by law. The Arts Commission also has the authority to accept gifts, including gifts from the San Francisco Symphony, under section 5.100 of the City Charter.

**Finding F38:** GFTA funds the San Francisco Symphony for over \$600,000 annually for operating expenses.

**Response:** Not requested.

**Finding F39:** Until December 2011, SFAC was out of compliance with City and State regulations and Arts Commission policy governing the gifting of donated Symphony tickets to public officials and other organizations.

**Response:** Agree.

**Recommendation R22:** The Arts Commission/Symphony Agreement comply with the intent of the Charter, and the full amount of the tax revenues go toward Symphony operating expenses.

**Response:** Recommendation has been implemented. The SFAC complies with Charter Section 16.106 and appropriates all funds for a municipal symphony orchestra as required by law. The SFAC also has the authority to accept gifts, including gifts from the San Francisco Symphony, under section 5.100 of the City Charter.

**Recommendation R23:** Redirect Hotel Tax Fund money allocated to the SFS by GFTA to the SFAC.

**Response:** This recommendation cannot be implemented by the SFAC. The decision to redirect Hotel Tax Fund money allocated to Grants for the Arts is a policy decision for the City Administrator, the Mayor's Office and the Board of Supervisors, in collaboration with Grants for the Arts.

**Recommendation R24:** SFAC properly report the disposition of the concert tickets given to it by SFS in compliance with City and State regulations.

**Response:** This recommendation is in the process of being implemented. As of December 2011, the SFAC has followed State and City procedures for tracking and reporting all ticket distribution. The SFAC is currently conferring with the City Attorney to ensure all forms are in compliance.





Allocations from Supervisorial District Project Appropriations  
Rosenfield, Ben

to:

BOS-Legislative Aides, BOS-Supervisors

09/28/2012 04:16 PM

Cc:

"Calvillo, Angela", "Zmuda, Monique", "Howard, Kate"

Hide Details

From: "Rosenfield, Ben" <ben.rosenfield@sfgov.org>

To: BOS-Legislative Aides <bos-legislativeaides.bp2ln@sfgov.microsoftonline.com>, BOS-Supervisors <bos-supervisors.bp2ln@sfgov.microsoftonline.com>,

Cc: "Calvillo, Angela" <angela.calvillo@sfgov.org>, "Zmuda, Monique" <monique.zmuda@sfgov.org>, "Howard, Kate" <kate.howard@sfgov.org>

1 Attachment



Board District Allocation Memo.pdf

Attached is a brief memo describing the process and guidelines for the district project allocations, approved in this year's budget.

2




Ben Rosenfield  
Controller

Monique Zmuda  
Deputy Controller

## MEMORANDUM

**TO:** Members of the Board of Supervisors

**FROM:** Ben Rosenfield, Controller 

**DATE:** September 28, 2012

**SUBJECT:** **Process for Allocating Board Member District Allocations**

As you are aware, the City's current year budget appropriated funds for district-based allocations for neighborhood projects. This memo provides procedures and guidelines to members of the Board of Supervisors for spending these funds. These guidelines were prepared in consultation with the President of the Board of Supervisors and Chair of the Board's Budget Committee.

These funds are budgeted in a citywide account that is managed by the Controller's Office. Once a decision is made by a Board member on the use of funds, the Controller's staff will transfer the funds to the department most appropriate to disperse the funds and complete the work.

Board members should plan to make one-time expenditures, and should not use the District allocation to support ongoing operations. One-time expenditures might include capital improvements, community events, maintenance projects, planning studies, workshops, equipment, or other similar expenditures.

Each district allocation will be posted in a distinct account, so that expenses can be tracked by district. Board staff may contact Monique Zmuda at the Controller's Office if they have questions about balances or specific uses. Once you have made a decision regarding a particular use of your funds, we will provide a contact name in the appropriate City department to track implementation and management of those funds.

As required by the Charter, Board members should refrain from suggesting a specific vendors to provide the goods or services purchased from these funds. The selection of vendors will be made by City staff pursuant to the City's purchasing and contracting rules and regulations. Departments may have a pool of qualified vendors or contractors that

**Memorandum**

**Page 2**

have already participated in a bidding process and could be used to provide the goods or services. Expect that purchase orders or contracts may take up to four months to complete. Please plan to complete allocation decisions no later than April 2013 in order to comply with the City's year-end purchasing processes.

As always, please feel free to contact me or Monique Zmuda at (415) 554-7500 with any questions.

cc: President David Chiu  
Ben Rosenfield, Controller  
Kate Howard, Mayor's Budget Director  
Angela Calvillo, Clerk of the Board

## DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL

3927 Lennane Drive, Suite 100  
Sacramento, CA 95834  
(916) 419-2500  
Fax (916) 419-2516

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO



2012 SEP 24 PM 2:25

DLG

August 10, 2012

SAN FRANCISCO BOARD OF SUPERVISORS  
CITY HALL  
1 DR. CARLTON GOODLET PLACE RM. 244  
SAN FRANCISCO, CA 94102

Re: Public Convenience or Necessity Determinations

Dear Board:

It has recently come to the Department's attention that the City and County of San Francisco Board of Supervisors ("the Board") is making "conditional" findings of Public Convenience or Necessity ("PCN"). In doing so, the Board is essentially making a determination that PCN exists only if certain specified conditions are placed on the license issued by the Department. It is our opinion that this practice exceeds the scope of Business and Professions Code section 23958.4.

As a preliminary note, the Department is aware of the difficulties encountered by local governments in controlling the expansion of alcoholic beverage outlets and in ensuring compliance with community standards. We endeavor to work cooperatively with local agencies in evaluating applications for alcoholic beverage licenses and in imposing reasonable conditions on such licenses where appropriate. In determining whether any particular condition is reasonable and appropriate, it is necessary to identify the specific problem such condition is intended to address and how the condition would mitigate the problem. Moreover, there must be some reasonable nexus to the operation of the business and the sale of alcoholic beverages.

Business and Professions Code Section 23958.4 governs the determination of PCN. It states, in relevant part, that the local governing body, or its designee, may determine "within 90 days of notification of a completed application that public convenience or necessity would be served by the issuance [of the alcoholic beverage license]. [¶] If the local governing body . . . does not make a determination within the 90-day period, then the department may issue a license if the applicant shows the department that public convenience or necessity would be served by the issuance." (Bus. & Prof. Code § 23958.4(b)(2).) This provision clearly contemplates either an affirmative or a negative determination by the local governing body—not a "conditional" determination.

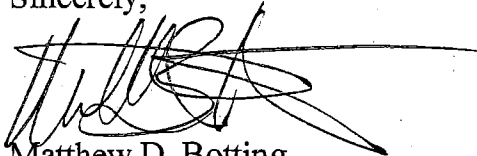
However, an affirmative finding of PCN does not preclude the Department from endorsing conditions on the license. The decision to endorse any conditions on a license, and what any particular conditions might be, is based upon the totality of the license application investigation.

The practical problem that arises with "conditional" determinations of PCN is that it cannot be ascertained with absolute certainty whether the Department will ultimately endorse conditions on a license until after the investigation of the application is completed. As a result, the "conditional" nature of the PCN finding would not be determined until late in the application process. Indeed, in many cases, the decision as to whether or not conditions will be endorsed on the license, and what those conditions will actually be, is not made until many months after the close of the 90-day PCN window. This means that, because of the "conditional" nature of the PCN determination, whether or not PCN has actually been granted will not be clear within the statutory period. Because of this, the Department cannot accept findings of PCN that are contingent upon the endorsement of conditions on the alcoholic beverage license, and will treat such cases as if no finding regarding PCN has been made.

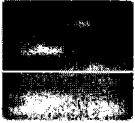
This is not to say that the County is without options to address real concerns associated with applications for alcoholic beverage licenses. First, the Board could look to the City and County of San Francisco to impose restrictions on the business or use permits that have no connection to the sale of alcoholic beverages. Second, local law enforcement (the San Francisco Police Department) may protest the issuance of the license pursuant to section 24013, which may include objection to issuance of the license or the position that it should only issue with conditions.

This can be a challenging issue and we trust that these comments will offer you some guidance and assistance as you proceed to update the Board's PCN process. If you have any questions or concerns, please do not hesitate to call San Francisco Supervising Agent in Charge Justin Gebb at (415) 356-6514, or feel free to contact me directly.

Sincerely,

A handwritten signature in black ink, appearing to read 'Matthew D. Botting', with a long horizontal line extending to the right.

Matthew D. Botting  
General Counsel



To:  
Cc:  
Bcc:  
Subject: Annual Report

From: "Nuru, Mohammed" <Mohammed.Nuru@sfdpw.org>  
To: "Penwell, Lynda" <Lynda.Penwell@sfdpw.org>  
Date: 09/26/2012 10:46 AM  
Subject: Annual Report

---

I am pleased to announce that today we are releasing the *Department of Public Works Annual Report for FY 2011-2012*. The Annual Report showcases DPW's accomplishments and illustrates the valuable contributions to San Francisco that our over 1,200 DPW employees have made this last year. This year the Annual Report is presented in a way that demonstrates the agency's guiding document, our updated three-year Strategic Plan. Information, statistics and accomplishments are arranged in a manner that exemplify all the hard work that the departments, bureaus and each DPW employee do each day. With the input from all levels of our staff, our client and partner agencies and from the community, we have created a sound plan that will guide us on a shared path to realize our vision of being "A world class public works organization that contributes to making San Francisco a beautiful, livable, vibrant and sustainable city."

Please share the report with your colleagues, staff and constituents. And please tell us what you think – as we are always looking to improve our service to the community.

You can find the Annual Report on the DPW website at <http://bit.ly/annualreport11-12>

Thank you,



**Mohammed Nuru,**  
**Director**

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**DPW** | Department of Public Works  
1 Dr. Carlton B. Goodlett Place  
City Hall, Room 348  
San Francisco, CA 94102

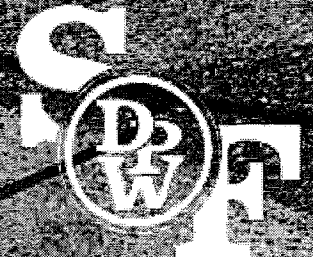
**Tel:** (415) 554-6919 |  
**Twitter.com/MrCleanSF**  
**E-Mail:** [Mohammed.Nuru@sfdpw.org](mailto:Mohammed.Nuru@sfdpw.org)

**SAN FRANCISCO  
DEPARTMENT OF  
PUBLIC WORKS**

Document is available  
at the Clerk's Office  
Room 244, City Hall

**Mayor Edwin M. Lee  
City Administrator Naomi Kelly  
Director Mohammed Nuru**

# 2011-2012 ANNUAL REPORT



**Making San Francisco a beautiful, vibrant and sustainable city.**



Fund KPOO to broadcast SF Board of Supervisor meetings

Sekani Spero

to:

Board.of.Supervisors

09/27/2012 02:35 PM

Hide Details

From: Sekani Spero <mail@change.org>

To: Board.of.Supervisors@sfgov.org,

Please respond to no-reply@change.org

Security:

To ensure privacy, images from remote sites were prevented from downloading. Show Images

Greetings,

I just signed the following petition addressed to: SF Board of Supervisors.


-----  
Fund KPOO to broadcast SF Board of Supervisor meetings

This is a vital public service for the people of San Francisco to hear what is going on with their city government.  
-----

Sincerely,

Please fund KPOO as it is the only San Francisco radio station I know of that broadcasts Supervisor meetings and other public hearings at City Hall.

Sekani Spero  
San Francisco, California

Note: this email was sent as part of a petition started on Change.org, viewable at <http://www.change.org/petitions/sf-board-of-supervisors-fund-kpoo-to-broadcast-sf-board-of-supervisor-meetings>. To respond, [click here](#) 







Fund KPOO to broadcast SF Board of Supervisor meetings

Leisa Thornton

to:

Board.of.Supervisors

09/28/2012 05:34 PM

Hide Details

From: Leisa Thornton <mail@change.org>

To: Board.of.Supervisors@sfgov.org,

Please respond to no-reply@change.org

Security:

To ensure privacy, images from remote sites were prevented from downloading. Show Images

Greetings,

I just signed the following petition addressed to: SF Board of Supervisors.

-----  
Fund KPOO to broadcast SF Board of Supervisor meetings

This is a vital public service for the people of San Francisco to hear what is going on with their city government.

-----  
Sincerely,

It vital for the community to have access to information that affects our wellbeing

Leisa Thornton  
San Francisco, California

Note: this email was sent as part of a petition started on Change.org, viewable at <http://www.change.org/petitions/sf-board-of-supervisors-fund-kpoo-to-broadcast-sf-board-of-supervisor-meetings>. To respond, [click here](#).



To: BOS Constituent Mail Distribution,  
Cc:  
Bcc:  
Subject: KPOO Emails

From: Fusun Suzanne Teregul-Aussdrre <mail@change.org>  
To: Board.of.Supervisors@sfgov.org,  
Date: 09/26/2012 02:05 PM  
Subject: Fund KPOO to broadcast SF Board of Supervisor meetings

---

Greetings,

I just signed the following petition addressed to: SF Board of Supervisors.

-----  
Fund KPOO to broadcast SF Board of Supervisor meetings

This is a vital public service for the people of San Francisco to hear what is going on with their city government.

-----  
Sincerely,

I love blues music and KPOO

Fusun Suzanne Teregul-Aussdrre  
San Bruno, California

Note: this email was sent as part of a petition started on Change.org, viewable at <http://www.change.org/petitions/sf-board-of-supervisors-fund-kpoo-to-broadcast-sf-board-of-supervisor-meetings>. To respond, [click here](#)

----- Forwarded by Board of Supervisors/BOS/SFGOV on 09/26/2012 02:27 PM -----

From: "Teregul, Fusun" <fusun.teregul@optum.com>  
To: <Board.of.Supervisors@sfgov.org>,  
Date: 09/26/2012 02:07 PM  
Subject: KPOO

---

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Give us a chance to be a part of the community

Fusun Suzanne Teregul  
San Francisco Afterhours Intake

Phone: 800-548-6549 ext. 65490

E-mail [fusun.teregul@optum.com](mailto:fusun.teregul@optum.com)

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To: BOS Constituent Mail Distribution,  
Cc:  
Bcc:  
Subject: Fund KPOO to broadcast SF Board of Supervisor meetings

From: Lois Red Elk <mail@change.org>  
To: Board.of.Supervisors@sfgov.org,  
Date: 09/26/2012 05:22 PM  
Subject: Fund KPOO to broadcast SF Board of Supervisor meetings

---

Greetings,

I just signed the following petition addressed to: SF Board of Supervisors.

-----  
Fund KPOO to broadcast SF Board of Supervisor meetings

This is a vital public service for the people of San Francisco to hear what is going on with their city government.

-----  
Sincerely,

Lois Red Elk  
Wolf Point, Montana

Note: this email was sent as part of a petition started on Change.org, viewable at

<http://www.change.org/petitions/sf-board-of-supervisors-fund-kpoo-to-broadcast-sf-board-of-supervisor-meetings>. To respond, [click here](#)



To: BOS Constituent Mail Distribution,  
Cc:  
Bcc:  
Subject: KPOO EMail

From: jc sarmiento <mail@change.org>  
To: Board.of.Supervisors@sfgov.org,  
Date: 09/27/2012 05:27 PM  
Subject: Fund KPOO to broadcast SF Board of Supervisor meetings

---

Greetings,

I just signed the following petition addressed to: SF Board of Supervisors.

-----  
Fund KPOO to broadcast SF Board of Supervisor meetings

This is a vital public service for the people of San Francisco to hear what is going on with their city government.

-----  
Sincerely,

jc sarmiento  
san francisco, California

Note: this email was sent as part of a petition started on Change.org, viewable at <http://www.change.org/petitions/sf-board-of-supervisors-fund-kpoo-to-broadcast-sf-board-of-supervisor-meetings>. To respond, [click here](#)

From: Dani Williams <lawyeratliberty@gmail.com>  
To: Board.of.Supervisors@sfgov.org,  
Date: 09/27/2012 08:15 PM  
Subject: KPOO Funding

---

I am shocked and amazed to not be able to listen to kpoo today. It really is the voice of the people in the bay area. Please fund them expeditiously.

----- Forwarded by Board of Supervisors/BOS/SFGOV on 09/28/2012 03:21 PM -----

From: Liam O'Connor <mail@change.org>  
To: Board.of.Supervisors@sfgov.org,  
Date: 09/28/2012 03:12 PM  
Subject: Fund KPOO to broadcast SF Board of Supervisor meetings

---

Greetings,

I just signed the following petition addressed to: SF Board of Supervisors.

-----  
Fund KPOO to broadcast SF Board of Supervisor meetings

This is a vital public service for the people of San Francisco to hear what is going on with their city government.  
-----

Sincerely,

Liam O'Connor  
San Francisco, California

Note: this email was sent as part of a petition started on Change.org, viewable at <http://www.change.org/petitions/sf-board-of-supervisors-fund-kpoo-to-broadcast-sf-board-of-supervisor-meetings>. To respond, [click here](#)

File 120142  
page BOS-11



**oversized vehicle legislation**  
Monica Dowell to: Board.of.Supervisors

09/24/2012 09:11 PM

It is with great concern that I write this letter to you all with regard to the BIG problem of oversized vehicles that park in our Ocean Beach neighborhood. I have been a resident for the past 22 years and have seen this problem come and go. It is under your watch that this problem has gotten much worse. How about doing the children of our neighborhood a great favor and deed and get rid of this problem NOW. I have been witness to so many unsavory acts around these vehicles that many times I have wanted to move. I love the ocean and it is a crime that the area is so unkempt and full of these over sized vehicles.

In fact, as a result of a over sized vehicle that was parked on the corner of our block (La Playa & Irving), my husband was involved in a car accident. The culprit????? An over sized camper that was blocking the view of an oncoming car.

Elections are coming up and we are now a much more organized neighborhood effort, thanks to John Zwolinski, and will definitely vote according to whom serves our neighborhood the best.

It is with great hope that you will all do the right thing and help our neighborhood that is filled with young families, retirees, students and a great middle class atmosphere. Don't be the catalyst for a "white flight" to the suburbs.

Respectfully,

Monica Dowell  
Ocean Beach resident



**Letter In Support of Oversized-Vehicle Legislation**  
John Zwolinski to: Board.of.Supervisors

BOS-11  
page 7  
120142

09/24/2012 08:54 PM

Dear Members of the Board of Supervisors,

As you know, tomorrow legislation sponsored by Supervisor Carmen Chu and Supervisor Malia Cohen to restrict the parking of over-sized vehicles in certain areas in SF goes before the Board. I am writing to you to express my full support for the proposed legislation.

The Coalition on Homelessness is endeavoring to defeat the proposal by portraying this as an assault on the homeless. This is not an issue of homelessness, but rather that of a larger and perennial problem of scores of large vehicles -- boats, construction vehicles, buses, panel-trucks, step-vans, recreational vehicles, etc. -- parked along certain corridors in the Richmond, Sunset and other neighborhoods throughout the city for weeks, months and indeed years.

Some of these vehicles are being stored on city streets free-of-charge by their owners; others are undoubtedly inhabited. But it is unreasonable and unfair for the Coalition on Homelessness or any other group to prevent residents in affected neighborhoods from addressing the decades-old problem of over-sized vehicles along several especially-affected corridors simply because doing so may impact the parking options of a small number of people living illegally in larger habitation vehicles.

This is an issue of parking management -- of getting over-sized vehicles to move. Without the overnight restriction, the vehicles stay parked in the same place for up to two weeks, then move a block or so and remain there another two weeks, and so on. The length and sheer number of these vehicles consumes an unreasonable amount of available parking. The size of these vehicles moreover limits and impedes visibility for pedestrians, cyclists and other motorists, particularly at intersections. The high profile of these vehicles creates a barrier behind which all kinds of unsavory activity occurs, including dumping, drug use and sales, graffiti and other illegal activities.

My family and many, many neighbors in the Outer Sunset and the Richmond enthusiastically support this legislation, and you hope you will respond by supporting it tomorrow.

Sincerely,

John Zwolinski  
Outer Sunset





Re: Letter In Support of Oversized-Vehicle Legislation  
John Zwolinski to: Steve Ward  
Cc: board.of.supervisors

File 120142  
BOS-11  
page

09/24/2012 09:31 PM

Agreed: It's not reasonable for Coalition on Homelessness to tie our hands with regards to pushing back on over-sized vehicles because a small number of people living in the larger RV's wouldn't be able to overnight on LGH, Oak/Fell and Lincoln anymore.

Z

--- On Mon, 9/24/12, Steve Ward <seaward94133@yahoo.com> wrote:

From: Steve Ward <seaward94133@yahoo.com>  
Subject: Re: Letter In Support of Oversized-Vehicle Legislation  
To: "John Zwolinski" <johnzwo@yahoo.com>  
Cc: board.of.supervisors@sfgov.org  
Date: Monday, September 24, 2012, 9:16 PM

I've been working on getting people to support this position by email all over the city all week. If I had had more time I think I could have flooded the board with our support. People strongly resent having their neighborhood compromised on the basis presented by the Homeless Coalition It is my feeling that those supervisors who are willing to support the Homeless Coalition at the expense of neighborhood residents (especially seniors, property owners and families with children) will find that they have made a bad choice come election time.

--- On Mon, 9/24/12, John Zwolinski <johnzwo@yahoo.com> wrote:

> From: John Zwolinski <johnzwo@yahoo.com>  
> Subject: Letter In Support of Oversized-Vehicle Legislation  
> To: Board.of.Supervisors@sfgov.org  
> Date: Monday, September 24, 2012, 8:55 PM  
> Dear Members of the Board of  
> Supervisors,  
>  
> As you know, tomorrow legislation sponsored by  
> Supervisor Carmen Chu and Supervisor Malia Cohen to restrict  
> the parking of over-sized vehicles in certain areas in SF  
> goes before the Board. I am writing to you to express  
> my full support for the proposed legislation.  
>  
> The Coalition on Homelessness is endeavoring to defeat  
> the proposal by portraying this as an assault on the  
> homeless. This is not an issue of homelessness,  
> but rather that of a larger and perennial problem of scores  
> of large vehicles -- boats, construction vehicles,  
> buses, panel-trucks, step-vans, recreational  
> vehicles, etc. -- parked along certain corridors in the  
> Richmond, Sunset and other neighborhoods throughout the city  
> for weeks, months and indeed years.  
>  
> Some of these vehicles are being stored on city streets  
> free-of-charge by their owners; others are undoubtedly  
> inhabited. But it is unreasonable and unfair for  
> the Coalition on Homelessness or any other group to  
> prevent residents in affected neighborhoods from

> addressing the decades-old problem of over-sized  
> vehicles along several especially-affected  
> corridors simply because doing so may impact the  
> parking options of a small number of people living  
> illegally in larger habitation vehicles.  
>  
> This is an issue of parking management --  
> of getting over-sized vehicles to move. Without the  
> overnight restriction, the vehicles stay parked in the same  
> place for up to two weeks, then move a block or so and  
> remain there another two weeks, and so on. The length  
> and sheer number of these vehicles consumes an unreasonable  
> amount of available parking. The size of these vehicles  
> moreover limits and impedes visibility for pedestrians,  
> cyclists and other motorists, particularly at intersections.  
> The high profile of these vehicles creates a barrier behind  
> which all kinds of unsavory activity occurs, including  
> dumping, drug use and sales, graffiti and other illegal  
> activities.  
>  
> My family and many, many neighbors in the Outer Sunset  
> and the Richmond enthusiastically support this legislation,  
> and you hope you will respond by supporting it  
> tomorrow.  
>  
>  
> Sincerely,  
>  
> John Zwolinski  
> Outer Sunset  
>  
>  
>



Re: Oversized vehicle legislation  
Amy Stephens to: Board.of.Supervisors

BOS-11  
File 120142  
page

09/24/2012 09:33 PM

To: Clerk of the Board  
1 Dr. Carlton B. Goodlett Place  
City Hall, Room 244  
San Francisco, CA 94102-4689

Re: Oversized Vehicle Management legislation

Our family lives directly across the street from the reservoir. We really enjoy this neighborhood.

We are at times quite frustrated, though, by the callousness with which people park and leave large, over-sized vehicles in front of our house (on either side Ortega) and all around the reservoir. People take advantage of the weeks in-between street cleanings and leave their RV's, commercial trucks, large work trucks and even boats for long periods of time. Even after they have been warned with a notice from the city, they leave their vehicles. Some don't even bother to move for street cleanings.

In our experience, these are not homeless people living in their vehicles. I have yet to see a person actively using these RV's and other large vehicles as a place to eat or sleep. These vehicles have been left simply to park for as long as they can. I find this can make parking for the renters and home-owners here quite difficult.

We appreciate the Board of Supervisors taking time to review this legislation. Thank you for reading this letter.

Amy Chen  
1724 Ortega St. (between 24th/25th ave)



**Oversized Vehicles**

Edward Quigley to: Board.of.Supervisors@sfgov.org  
Please respond to Edward Quigley

BOS-11  
File 120142  
Cpage

09/24/2012 09:42 PM

To Whom It May Concern:

This email is in regards to the proposed ban of oversized vehicles from city streets. I am in favor of this ban for a variety of reasons, chief among them would be the problems associated with people living in these vehicles. I lived in the Outer Richmond neighborhood for five years and observed many instances of people living in RVs and motorhomes, and the frequent problems such as partying, littering, including urine and feces, and general suspicious behaviour that we had to deal with was not very pleasant. It is very unsettling knowing someone unknown to you is living in a car on your block.

The issue of available parking is also very important. All San Franciscans know the value of available street parking and these vehicles, in my view, unnecessarily take up too much of the City's dwindling free parking. Residents and workers should have priority over these vehicles who are basically squatting on City property. I urge you to vote in favor of this measure. Thank you.

Sincerely,

Edward Quigley  
San Francisco

BOS-11

File 120142 + usage



**Letter in support of oversized-vehicle legislation**  
Julie Hurst to: Board.of.Supervisors@sfgov.org

09/24/2012 09:57 PM

Dear Board of Supervisors,

We are owners of the Great Highway Inn located on the Lower Great Highway between Lincoln and Irving street and San Francisco Pacifica Apartments located between Irving street and Judah street.

The oversized vehicles and their occupants are a constant concern when trying to run a business. The fact that they are able to park overnight and stay there for two weeks then move a few feet down the street lends itself to having almost permanent residents in these vehicles. Our guests have been approached by people in the vehicles to take showers in their rooms. Our rooms have been broken into and occupied. There is constantly the noise of the running of these vehicles. Their occupants are repairing the vehicles, dumping garbage and human waste on the lawn. Just the fact that they are parked across the street does not go well with tourist wanting to stay at the Inn. People are scared of the occupants and worried their rooms will be broken into when they leave to explore San Francisco.

The Tenants in the apartments also do not feel safe with the occupants and vehicles parked in front of their residences. Partying and carrying on at all hours of day or night as well as taking up precious parking spaces.

If these vehicles were restricted from overnight parking the streets would be much safer and the parking would be used by the neighborhood residences.

Sincerely,  
Romano and Doris Surian  
Julie Surian Hurst  
Sent from my iPhone



**oversized vehicle legislation**  
robert assadurian to: Board.of.Supervisors

09/24/2012 10:56 PM

BOS-4  
File 120142  
CPAGE + File

Monday September 24, 2012

Dear Supervisors,

Due to my work schedule, I am unable to attend tomorrow's meeting. However, I've written a few words in support of Supervisor Chu's "oversized vehicle" legislation.

My name is Robert Assadurian. I have been a Sunset District resident for almost 40 years and an employee of St. Ignatius High School for 15 years. Recently, I have been extremely troubled by the numerous oversized vehicles parked along Lincoln Way, 36th & 37th Avenues and adjacent streets as far southbound as Vicente. These oversized vehicles are using residential parking as an oversized vehicle parking lot instead of parking in the appropriate venues. I have called DPT and the police department countless times to enforce our neighborhood parking ordinances, but nothing has happened. I have also witnessed questionable behavior (garbage dumping, animal & human defecation, drug usage and possible drug deals) as well as an increase in vandalism and car break-ins including one last week across the street of my house. In fact, my neighbor has had his own truck broken into twice in two years. Clearly this causes great concern for myself, my home and my family. I have been to the Taraval Police station several times over the past few years to express my concern, as well as calling officers to my home to make my complaints. I know that officers have spoken on several occasions to the owners of these oversized vehicles, but no citations have been issued or vehicles been towed. This has only brought more oversized vehicles into the neighborhood such as, large unregistered trailers unattached to any vehicle, oversized broken down vehicles being used as storage units, as well as large boats taking up limited neighborhood parking space. This has certainly caused a parking problem for the TRUE residents in the neighborhood and a safety concern from a standpoint of criminal activity, parking, driving and visibility to both drivers and pedestrians; our streets are not designed to accommodate such large vehicles to be parked in this residential neighborhood.

At any given time there has been more than four oversized vehicles parked in a one-block radius of my home. We feel that the 72 hour rule in place now does not do enough to keep these unwanted vehicles out of our neighborhoods. We also look forward to the MTA being able to restrict that access with your legislation in areas that are overwrought with this problem.

Something needs to be done about this. I am writing to you in support of Supervisor Chu's "oversized vehicle" legislation in the hope of cleaning up our neighborhood and making it safe for the Sunset district residents that live here.

Thank you for your time and attention,

Robert Assadurian  
1287-37th Avenue  
415-665-0322  
rassadurian@siprep.org



**Letter in Support of Oversized Vehicle Legislation**  
Kim Rosenblum to: Board.of.Supervisors@sfgov.org

BOS 11  
File 120142  
cpage + file

09/25/2012 05:40 AM

I am writing to request that the Board of Supervisors passes the legislation banning oversized vehicles from parking in my Outer Sunset neighborhood along the lower great highway.

This is an issue of parking management. The large vehicles take up valuable parking spaces and stay in place for weeks and months at a time. Visibility as a pedestrian and driver is greatly impeded.

This is an issue that has a broad impact my family. My children no longer like to walk with me along the bike path after some scary encounters with the homeless who are occupying their vehicles, in addition to their off leash dogs. My mother will no longer stay at the hotel across the street after being repeatedly awoken in the middle of the night by intoxicated and fighting homeless people going in and out of the oversized vehicles. The amount of garbage generated by those living in their vehicles is tremendous- human waste, clothes, boxes, food, etc.

The presence of these vehicles degrades the beauty of an otherwise spectacular area by the beach. This area is not equipped to be a solution for those looking for long term storage of their vehicles, nor is it equipped with services in support of the homeless.

I urge you to pass the Over Sized Vehicle Legislation.



**Support for the over-sized vehicle legislation**  
Christina Tetreault to: Board.of.Supervisors

09/25/2012 10:58 AM

BOS-11  
File 120142  
file + cpage

Dear Members of the Board of Supervisors,

I am a 15 year resident of the Outer Sunset writing in support of the legislation sponsored by Supervisor Carmen Chu and Supervisor Malia Cohen to restrict the parking of over-sized vehicles in certain areas of San Francisco.

In my years living on Great Highway, I have seen first hand the squalor that the sight of scores of large vehicles -- boats, construction vehicles, buses, panel-trucks, step-vans, recreational vehicles, etc. -- parked along my street causes.

As one of my neighbors points out, this is an issue of parking management:

The length and sheer number of these vehicles consumes an unreasonable amount of available parking, and the size of these vehicles limits and impedes visibility for pedestrians, cyclists and other motorists. The high profile of these vehicles creates a barrier behind which all kinds of unsavory activity occurs, including dumping, drug use and sales, graffiti and other illegal activities.

Please inject some common sense into this discussion by considering the views of the residents most affected. I enthusiastically support this legislation, and you hope you will respond.

Sincerely,  
Christina Tetreault





**To:** BOS Constituent Mail Distribution, Alisa Miller/BOS/SFGOV,  
**Cc:**  
**Bcc:**  
**Subject:** File 120142: Please Vote YES on Large Vehicle Parking Restriction Section 7.2.54

**From:** Karen Didrickson <karendidrickson@yahoo.com>  
**To:** "Board.of.Supervisors@sfgov.org" <Board.of.Supervisors@sfgov.org>,  
**Date:** 09/24/2012 03:57 PM  
**Subject:** Please Vote YES on Large Vehicle Parking Restriction Section 7.2.54

---

Attached is our letter urging you to pass the Large Vehicle Parking Restriction Ordinance. Please take the time to read it.

Thank you,  
Karen Didrickson and John Yelda



Letter SF Supervisors Large Vehicle Parking Restriction 9\_24\_2012.doc

DATE: September 24, 2012  
TO: The San Francisco Supervisors  
FROM: Karen Didrickson and John Yelda, 1221 37<sup>th</sup> Avenue  
RE: **Vote YES on Large Vehicle Parking Restriction Section 7.2.54.**

My husband, John Yelda, and I want to urge the San Francisco Supervisors to pass the Large Vehicle Parking Restriction Section 7.2.54. John and I have lived in the city for most of our lives. John came here with his family when he was 13 (now 37 years ago) and I moved here from Washington State 26 years ago. Nine years ago, we bought our very first house. It is along the scenic drive by Sunset Blvd and adjacent to Golden Gate Park. This is an absolutely gorgeous neighborhood, one of the hidden gems of the city. Our block is lined with three story Edwardian homes built around 1910 and owned by hard working, house proud families. Our block on 37<sup>th</sup> Avenue between Lincoln and Irving is a true melting pot of cultures with residents from all over the world, including China, Vietnam, Russia, Ireland, France, the Middle East and the United States.

Unfortunately, there is a blight on this neighborhood in the form of oversized vehicles that are left parked or unattended for long extended times. They include large vehicles used as storage, boats on trailers, campers and RVs. These oversized vehicles come to this neighborhood because of the long stretches of park grounds and sidewalks that are not interrupted by driveways.

Because our street cleaning has been reduced to only twice per month, these vehicles stay here for an extended period. Often they are moved for the two hours during street cleaning, and then re-parked right back where they were before. We see the same vehicles month after month (even year after year) just rotating around the neighborhood. Many have expired or no registration tags and no license plates. If this was just a problem with one or two large vehicles, we would learn to cope. But where one is parked, there is soon another one and more to follow. It does not take long before the beautiful trees of the Golden Gate Park and the lovely greenbelt of Sunset Boulevard is obscured by these large oversized vehicles. That is a shame for both residents and visitors alike.

Almost every morning, we have to go across the street to pick up the garbage tossed out by the owners of these oversized vehicles. When the illegal dumping is too much or appears hazardous, we have to call the city to take care of the mess. The campers and RVs bring their own added health hazard with the emptying of portable toilets in the greenbelt between 37<sup>th</sup> and Sunset Boulevard. We have witnessed this occurring more times than I would like to remember.

The height of these vehicles poses a danger to drivers, obstructing their view of other traffic as well as pedestrians trying to cross the street. In addition, the width of many of the vehicles is so wide it causes drivers to serve into the next lane to get past them. We frequently encounter this problem while driving down Lincoln Way.

Oversized vehicles also pose a danger for the neighborhood, especially for women, the elderly and children. I personally do not feel safe walking by these vehicles. Because of the height of many of the vehicles, especially the campers and RVs, illegal activities are hidden from the street. In fact, last year, a drug dealer was running his business from his camper on the corner of 37<sup>th</sup> and Lincoln Way.

A couple of years ago, there was a street sign put in across from our house prohibiting overnight habitation in a vehicle. While we appreciated the effort made by city government, the sign did nothing to alleviate the problem with boats on trailers, oversized vehicles filled with garbage, etc. Nor did the sign stop the influx of campers and RVs in the neighborhood. Even when the police came at night and knocked on campers that we knew had someone in them, the person would just hide inside and not come out.

On almost a daily basis, we call 311 to get the 72 hour parking rule enforced. However, DPT staff is overworked and often are not able to tag the vehicles until days later. Even when the campers, RVs, etc, are tagged there seems to be no repercussions. We have only seen one oversized vehicle towed away in the nine years we have lived on 37<sup>th</sup> Avenue and we rarely see them get ticketed.

We are so tired of this problem and the police are so tired of us reporting it day after day. There needs to be a long-term solution to the dilemma. The passage of the large vehicle parking restriction ordinance will go a long way to alleviate the problems. In addition, here are some other suggestions:

- Reinstate weekly street cleaning along Lincoln Way and 36<sup>th</sup> and 37<sup>th</sup> Avenue and other affected streets;
- Ticket vehicles with no registration, expired tags or missing license plates;
- Tow away repeat offenders;
- Create residential parking permit area limiting parking to 4 hours without a permit along affected streets.

We understand that some neighborhood residents have requested an exemption to the prohibition of oversized vehicles for themselves or their guests. We do not advocate an amendment to the proposed ordinance. It would not be fair to have a carved out exception for some while enforcing the rule for others. The issue is the size of these large vehicles, not who owns them.

We greatly appreciate the San Francisco Supervisors addressing this ongoing problem. We urge you to pass Large Vehicle Parking Restriction Section 7.2.54.

Thank you,  
Karen Didrickson and John Yelda  
1221 37<sup>th</sup> Avenue  
San Francisco CA 94122



**To:** BOS Constituent Mail Distribution, Alisa Miller/BOS/SFGOV,  
**Cc:**  
**Bcc:**  
**Subject:** File 120142: Letter in favor of oversized vehicle legislation

**From:** Brandy Kuentzel <bkuentzel@sfspca.org>  
**To:** "Board.of.Supervisors@sfgov.org" <Board.of.Supervisors@sfgov.org>,  
**Date:** 09/24/2012 03:15 PM  
**Subject:** Letter in favor of oversized vehicle legislation

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Dear Clerk of the Board,

Attached please find a letter from the San Francisco SPCA in support of an ordinance that would alter the current Transportation Code to permit large vehicle restrictions in the City. It would be greatly appreciated if a copy of this letter be distributed to all members of the Board of Supervisors.

Please do not hesitate to contact me with any questions regarding the attached.

Many thanks,  
Brandy

**Brandy Kuentzel**  
Corporate Counsel and Director of Advocacy  
The San Francisco SPCA  
201 Alabama Street  
San Francisco, CA 94103-4213  
Phone 415-554-3055



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SF Board of Supervisors - Letter re Restricted Large Vehicle Parking [FINAL].pdf



SAN FRANCISCO  
SPCA

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DEDE WILSON

September 24, 2012

Via Electronic Delivery

San Francisco Board of Supervisors  
Clerk of the Board  
1 Dr. Carlton B. Goodlett Place  
City Hall, Room 244  
San Francisco, CA 94102-4689

Dear Clerk of the Board:

Re: Support for Proposed Transportation Code Large Vehicle Parking Restrictions

The San Francisco SPCA, a leading nonprofit animal welfare organization located in District 9, expresses its support for the proposed modifications to the San Francisco Transportation Code that aim to restrict parking for large vehicles on certain identified streets in San Francisco and provide the SFMTA with the flexibility needed to adjust parking management on streets affected by this issue. The San Francisco SPCA respectfully requests that this letter be distributed to all members of the San Francisco Board of Supervisors.

As the San Francisco SPCA can attest, long-term storage of oversized vehicles on the City's residential streets creates a number of issues. For years, the San Francisco SPCA has experienced firsthand the difficulties associated with oversized vehicles continually parked in our neighborhood, including illegal dumping of trash and human waste; the presence of graffiti and drug paraphernalia; noise and pollution from generators; a lack of available parking for residents and patrons; and limited roadside visibility for motorists and cyclists. In addition, residents and visitors often feel unsafe while walking past, or parking nearby, these vehicles.

Maintaining proper safety and sanitation in each of San Francisco's neighborhoods is of utmost importance. Since current legislation does not adequately address oversized vehicle parking and protect San Franciscans from the important safety and nuisance issues related thereto, the San Francisco SPCA remains optimistic that the Board of Supervisors will adopt measures to better manage oversized vehicle parking in the City.

In addition, the San Francisco SPCA supports efforts to identify and provide alternate parking solutions for individuals and families who live in their vehicles. We believe that San Francisco's government can, and should, provide effective solutions that allow those individuals living in oversized vehicles to safely and legally park in areas that also do not cause issues for local neighborhood residents.

Thank you for your time and attention to this important matter.

Sincerely,

THE SAN FRANCISCO SPCA

A handwritten signature in black ink, appearing to read 'Jennifer Scarlett', with a long horizontal line extending to the right.

Jennifer Scarlett, DVM  
Co-President

A handwritten signature in black ink, appearing to read 'Jason Walthall', with a long horizontal line extending to the right.

Jason Walthall  
Co-President



To: BOS Constituent Mail Distribution, Alisa Miller/BOS/SFGOV,  
Cc:  
Bcc:  
Subject: File 120142: Stop the Criminalization of Vehicularly Housed!

From: Jennifer Friedenbach <director@cohsf.org>  
To: Board Sups,  
Date: 09/24/2012 04:34 PM  
Subject: Stop the Criminalization of Vehicularly Housed!

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largevehlegfactsheet.doc

Coalition on Homelessness, San Francisco  
Briefing Paper on Large Vehicle Legislation

Supervisor Carmen Chu has introduced legislation that would amend the San Francisco Transportation Code by prohibiting on-street parking of any vehicle over 22 feet in length or 7 feet high, or camp trailers, campers etc. between the hours of 12 am and 6 am, when signs are posted.

The Coalition on Homelessness, San Francisco has an official position opposing this legislation as written, because it would hurt destitute San Franciscans residing in their vehicles.

Living in Vehicles is not a lifestyle choice—it is the result of extreme poverty.

- Since 1976, the Housing and Urban Development (HUD) department's total budget has dropped by more than \$45 billion per year, with the biggest drop occurring between 1980 and 1983 (National Low Income Housing Coalition, 2001).

- The average rent in San Francisco for a two-bedroom apartment is \$3,425 or \$1,668 for a studio, far exceeding a service sector employee's paycheck (\$10/hour gross or \$1,495 /month net) and more than three times a monthly public assistance check (\$723 for family of three).

- People are residing in their vehicles because there is no affordable housing. In San Francisco, there are 37,000 people on the combined waitlist for public housing and Section 8. The waitlist for Section 8 was last open for one month in 2001. The waitlist for public housing closed February 1, 2010.

- There is 1 shelter bed in San Francisco for every 5.4 homeless individuals.. The wait for family shelter in San Francisco exceeds 6 months.

Who is living in their Vehicles?

- A broad cross section of San Franciscans reside in large vehicles, including families, elderly people, disabled people, couples, all of whom are united in their inability to afford housing.

- The January 2011 the San Francisco homeless count found 6,455 homeless people. This is considered an undercount, as families and youth are underrepresented. Approximately 2.5% were residing in their vehicles. (2011 San Francisco Homeless Count and Survey)

- 53% of survey respondents were experiencing homelessness for the first time. The over whelming majority became homeless as San Franciscans (73%). (2011 San Francisco Homeless Count and Survey).

- More than half (55%) of all survey respondents said they had a

disabling condition in 2011. (2011 San Francisco Homeless Count and Survey). The single largest group of homeless individuals were black males between the ages of 31 and 50.

□How has the Recession Impacted Homelessness and Vehicular Dwelling in San Francisco

- Families have been hit the most noticeably by the recession in San Francisco. The number of families waiting for shelter has more than tripled since the summer of 2007. Currently, there are almost 200 families waiting for shelter in San Francisco and the wait exceeds six months.

- Homeless Resource Centers have also reported an increase in newly homeless single adults seeking shelter, with as much as a 50% increase in new clients in at least two homeless drop-in centers post recession.

- According to the San Francisco homeless count, the number of people residing in their vehicles decreased between 2009 and 2011, from 4.4% to 2.5%.

Human Rights and Homelessness

- According to the Universal Declaration of Human Rights, everyone has a right to an adequate standard of living, including housing. While the United States touts human rights to other countries, in the United States, 3.5 million people experience the trauma of homelessness each year.

- In the past dozen years in San Francisco, 167,074 citations were given out for sleeping and sitting in public (San Francisco Municipal Court). Each citation carries a fine of more than \$76. An unpaid or unresolved ticket goes to warrant in 21 days, and the fine doubles. Accumulated warrants can result in incarceration and denial of affordable housing.

- This legislation would fine people \$65 for parking overnight in areas it is prohibited. If individuals are unable to pay their fine, they not only could face a warrant but would likely lose their mobile home, as it would be towed and likely be too expensive to retrieve because of tickets and tow fees. Often times, this is the only asset the individual or family has left, and would leave them with the haunting prospect of residing on the street.

Notes on Chu Legislation

- Many of the complaints surrounding large vehicles in the Sunset, where this issue originated are referring to the parking of commercial vehicles. If this is the case, the legislation should focus on commercial vehicles instead, to avoid unintended negative consequences of hurting homeless people.

- The proposal to store campers on Treasure Island when individuals are in program, while a good idea, would not fully ameliorate the negative consequences of this legislation if passed. There are simply not enough capacity in homeless programs.

- Restricting parking in particular areas will concentrate parking of large vehicles in others.

Jennifer Friedenbach  
Executive Director



Coalition on Homelessness, San Francisco  
468 Turk Street  
San Francisco, CA 94102  
(415) 346-3740 x 306  
fax: 775-5639

To learn more about our work, and to get the latest scoop on the politics of poverty in SF, go to the Street Sheet blog:  
[www.cohsf.org/streetsheet](http://www.cohsf.org/streetsheet)

# Coalition on Homelessness, San Francisco

## Briefing Paper on Large Vehicle Legislation

Supervisor Carmen Chu has introduced legislation that would amend the San Francisco Transportation Code by prohibiting on-street parking of any vehicle over 22 feet in length or 7 feet high, or camp trailers, campers etc. between the hours of 12 am and 6 am, when signs are posted.

The Coalition on Homelessness, San Francisco has an official position opposing this legislation as written, because it would hurt destitute San Franciscans residing in their vehicles.

### **Living in Vehicles is not a lifestyle choice—it is the result of extreme poverty.**

- Since 1976, the Housing and Urban Development (HUD) department's total budget has dropped by more than \$45 billion per year, with the biggest drop occurring between 1980 and 1983 (*National Low Income Housing Coalition, 2001*).
- The average rent in San Francisco for a two-bedroom apartment is \$3,425 or \$1,668 for a studio, far exceeding a service sector employee's paycheck (\$10/hour gross or \$1,495 /month net) and more than three times a monthly public assistance check (\$723 for family of three).
- People are residing in their vehicles because there is no affordable housing. In San Francisco, there are 37,000 people on the combined waitlist for public housing and Section 8. The waitlist for Section 8 was last open for one month in 2001. The waitlist for public housing closed February 1, 2010.
- There is 1 shelter bed in San Francisco for every 5.4 homeless individuals.. The wait for family shelter in San Francisco exceeds 6 months.

### **Who is living in their Vehicles?**

- A broad cross section of San Franciscans reside in large vehicles, including families, elderly people, disabled people, couples, all of whom are united in their inability to afford housing.
- The January 2011 the San Francisco homeless count found 6,455 homeless people. This is considered an undercount, as families and youth are underrepresented. Approximately 2.5% were residing in their vehicles. (*2011 San Francisco Homeless Count and Survey*)
- 53% of survey respondents were experiencing homelessness for the first time. The over whelming majority became homeless as San Franciscans (73%). (*2011 San Francisco Homeless Count and Survey*).
- More than half (55%) of all survey respondents said they had a disabling condition in 2011. (*2011 San Francisco Homeless Count and Survey*). The single largest group of homeless individuals were black males between the ages of 31 and 50.

## **How has the Recession Impacted Homelessness and Vehicular Dwelling in San Francisco**

- Families have been hit the most noticeably by the recession in San Francisco. The number of families waiting for shelter has more than tripled since the summer of 2007. Currently, there are almost 200 families waiting for shelter in San Francisco and the wait exceeds six months.
- Homeless Resource Centers have also reported an increase in newly homeless single adults seeking shelter, with as much as a 50% increase in new clients in at least two homeless drop-in centers post recession.
- According to the San Francisco homeless count, the number of people residing in their vehicles decreased between 2009 and 2011, from 4.4% to 2.5%.

## **Human Rights and Homelessness**

- According to the Universal Declaration of Human Rights, everyone has a right to an adequate standard of living, including housing. While the United States touts human rights to other countries, in the United States, 3.5 million people experience the trauma of homelessness each year.
- In the past dozen years in San Francisco, 167,074 citations were given out for sleeping and sitting in public (*San Francisco Municipal Court*). Each citation carries a fine of more than \$76. An unpaid or unresolved ticket goes to warrant in 21 days, and the fine doubles. Accumulated warrants can result in incarceration and denial of affordable housing.
- This legislation would fine people \$65 for parking overnight in areas it is prohibited. If individuals are unable to pay their fine, they not only could face a warrant but would likely lose their mobile home, as it would be towed and likely be too expensive to retrieve because of tickets and tow fees. Often times, this is the only asset the individual or family has left, and would leave them with the haunting prospect of residing on the street.

## **Notes on Chu Legislation**

- Many of the complaints surrounding large vehicles in the Sunset, where this issue originated are referring to the parking of commercial vehicles. If this is the case, the legislation should focus on commercial vehicles instead, to avoid unintended negative consequences of hurting homeless people.
- The proposal to store campers on Treasure Island when individuals are in program, while a good idea, would not fully ameliorate the negative consequences of this legislation if passed. There are simply not enough capacity in homeless programs.
- Restricting parking in particular areas will concentrate parking of large vehicles in others.



To: BOS Constituent Mail Distribution, Alisa Miller/BOS/SFGOV,  
Cc:  
Bcc:  
Subject: File 120142: Oversize Vehicles Hearing

From: Andrew Sohn <A.Sohn@ehdd.com>  
To: "Board.of.Supervisors@sfgov.org" <Board.of.Supervisors@sfgov.org>,  
Date: 09/25/2012 01:18 PM  
Subject: Oversize Vehicles Hearing

---

Dear Board of Supervisors:

Please support the neighbors of the Outer Sunset by supporting Carmen Chu and Malia Cohen's proposed oversize vehicle legislation. Campers, tractor trailers, dump trucks, recreational vehicles, derelict school buses, you name it, have found a haven in our under-policed and unregulated neighborhood. The large vehicles that are parked for weeks at a time make parking difficult and supervision of parts of the neighborhood are hindered as visibility around the large vehicles is difficult. In addition to the inconvenience of having gigantic vehicles occupy the public space we have dealt with prostitution, drug dealing, meth heads, angry camper dwellers, feces, and many other maladies over the years and it needs to stop. The people that park and live in these vehicles create an unsafe place for our children which concerns me particularly as I am a father of three. I understand and sympathize with the plight of the homeless but the solution to this particular problem is not to turn a blind eye and pretend it is okay, I assure you this is not a good situation. I ask you, do you want these vehicles on your street and around your children? I would hope your answer is no. Thank you.

Andrew Sohn, AIA  
Architect  
1298 La Playa  
San Francisco, CA 94122

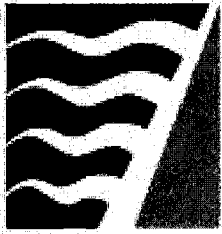


To: BOS Constituent Mail Distribution, Alisa Miller/BOS/SFGOV,  
Cc:  
Bcc:  
Subject: File 120142: Parking restriction

From: Aloma Campana <aloma@alomagical.com>  
To: "board.of.supervisors@sfgov.org" <board.of.supervisors@sfgov.org>,  
Cc: "bevan.dufty@sfgov.org" <bevan.dufty@sfgov.org>, "jgallagher@cohsf.org" <jgallagher@cohsf.org>  
Date: 09/27/2012 11:19 AM  
Subject: Parking restriction

---

Please consider the Sta. Barbara model of dealing with vehicular inhabitants: They have a few designated parking lots & neighbor approved streets where they allow inhabited vehicles to park something like 10pm-6or7am, displaying a permit obtainable at certain homeless resource centers. Quiet & clean are mandatory. This is so much cheaper than forcing unwilling people into services while depriving other people who are waiting for them & who really want them. Other than figuring out the designated parking spots, it'd place no burden on the city.  
Aloma Campana & Matthew Gruenberger



BAY AREA  
AIR QUALITY  
MANAGEMENT  
DISTRICT

# PUBLIC HEARING NOTICE

September 26, 2012

TO: INTERESTED PARTIES  
FROM: EXECUTIVE OFFICER / APCO  
SUBJECT: **PUBLIC HEARING: PROPOSED AMENDMENTS TO REGULATION 2: PERMITS, RULE 1: GENERAL REQUIREMENTS, RULE 2: NEW SOURCE REVIEW, RULE 4: EMISSIONS BANKING, AND RULE 6: MAJOR FACILITY REVIEW; AND PROPOSED DISTRICT EMISSIONS INVENTORY**

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On **November 7, 2012**, Board of Directors of the Bay Area Air Quality Management District will conduct a public hearing at the District Headquarters' Board Room, 939 Ellis Street, San Francisco, California, to consider: (1) adoption of proposed amendments to the following rules in District Regulation 2 Permits – Rule 1: General Requirements; Rule 2: New Source Review; Rule 4: Emissions Banking; and Rule 6: Major Facility Review; and (2) adoption of a District Emissions Inventory for fine particulate matter (PM<sub>2.5</sub>) for year 2010. The proposed amendments to Regulation 2 and the District Emissions Inventory will be submitted to the United States Environmental Protection Agency (EPA) to revise the California State Implementation Plan as required by the federal Clean Air Act, including sections 110 and 172, and Title 40 of the Code of Federal Regulations (CFR), Part 51. The proposed amendments relating to Title V of the Clean Air Act will be submitted to EPA for approval under 40 CFR Part 70. District Board meetings commence at 9:45 am.

The proposed amendments to District Regulation 2 address new source review (NSR) and federal Title V permitting requirements in the above rules. The principal changes that would be made by the proposed amendments include:

- Adding new NSR and Title V permitting requirements for fine particulate matter (specifically, particulate matter with an aerodynamic diameter of less than 2.5 microns, or "PM<sub>2.5</sub>") and for greenhouse gases (GHGs).
- Revising the "Prevention of Significant Deterioration" (PSD) permitting program – an important sub-element of the NSR program – in District regulations for approval by the EPA.
- Expanding the applicability provisions for NSR permitting to satisfy current EPA requirements.
- Expanding the requirements for NSR permit applicants to demonstrate that their projects will not contribute to violations of national ambient air quality standards.
- Expanding the public notice and comment provisions for NSR permitting.
- Non-substantive revisions to reorganize and clarify the regulatory language to make it easier to understand and implement.
- Other miscellaneous revisions and updates to various regulatory provisions.

The Board of Directors will also consider certification of a California Environmental Quality Act (CEQA) Final Environmental Impact Report (EIR) for the proposed amendments. The District has previously noticed the availability of a draft EIR for this project. The draft EIR concludes that the project will not cause any significant adverse environmental impacts.

The Board of Directors will also consider adoption of a District Emissions Inventory for PM<sub>2.5</sub>. The District has determined that the proposed Emissions Inventory is exempt from provisions of the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) pursuant to State CEQA Guidelines, Sections 15061, subd. (b)(3) (the "common sense" exemption). The findings made in the Emissions Inventory do not affect air emissions from any sources, and can be seen with certainty to have no possibility of causing significant environmental effects. The District intends to file a Notice of Exemption pursuant to State CEQA Guidelines, Section 15062.

The proposed amendments to District Regulation 2 rules, the CEQA Draft EIR, a staff report, and other documentation supporting the proposed amendments are available at the District headquarters or on the District's website at [www.baaqmd.gov/Divisions/Engineering/Proposed-Reg-2-Changes.aspx](http://www.baaqmd.gov/Divisions/Engineering/Proposed-Reg-2-Changes.aspx) or by request. Requests for copies of the amendments should be directed to Carol Lee, Senior Air Quality Engineer, at (415) 749-4689.

Written comments relating to the proposed amendments should be addressed to Ms. Carol Lee, Bay Area Air Quality Management District, 939 Ellis Street, San Francisco, CA 94109. Written comments also can be sent by fax to (415) 749-5030 or by e-mail to [clee@baaqmd.gov](mailto:clee@baaqmd.gov). Written comments on the proposed amendments will be received during the period from Wednesday, September 26, 2012 until 5:00 p.m. on **Friday, October 26, 2012**.

The proposed District Emissions Inventory is available at the District headquarters or on the District's website at <http://www.baaqmd.gov/Divisions/Planning-and-Research/Plans/PM-Planning.aspx> or by request. Requests for copies of the inventory should be directed to David Burch, Principal Environmental Planner, at (415) 749-4641.

Written comments relating to the Emissions Inventory should be addressed to Mr. David Burch, Bay Area Air Quality Management District, 939 Ellis Street, San Francisco, CA 94109. Comments also can be sent by fax to (415) 749-4741 or by e-mail to [dburch@baaqmd.gov](mailto:dburch@baaqmd.gov). Comments on the proposed amendments will be received during the period from Wednesday, September 26, 2012 until 5:00 p.m. on **Friday, October 26, 2012**.

**SAN FRANCISCO PUBLIC TRANSPORTATION**

**MUNI -- #47 AND #49 NORTH AND SOUTH ON VAN NESS AVENUE  
#38 EAST AND WEST ON GEARY BOULEVARD/O'FARRELL STREET  
BART -- CIVIC CENTER STATION 8<sup>th</sup> AND MARKET STREETS**

Attendees are encouraged to ride public transit, rideshare, bicycle or walk to and from the workshop.



**To:** BOS Constituent Mail Distribution, Joy Lamug/BOS/SFGOV,  
**Cc:**  
**Bcc:**  
**Subject:** File 120949: Sheriff Mirkarimi Hearing

**From:** margie brown <royalmargie@sbcglobal.net>  
**To:** Beverly@DVCpartners.org,  
**Cc:** Board of Supervisors <Board.of.Supervisors@sfgov.org>, Eric.L.Mar@sfgov.org  
**Date:** 09/26/2012 05:23 PM  
**Subject:** Sheriff Mirkarimi Hearing

---

09/26/2012

SF Domestic Violence Consortium (SFDVC)

c/o Futures Without Violence

Beverly Upton, Executive Director

Dear Beverly,

I would like to comment on the Mirkarimi situation which is now before the Board of Supervisors.

I am channeling my comments through you, since I do not know who to address this important

message in order to be heard.

Sheriff Mirkarimi should be removed from office. He has pled guilty to the crime of false imprisonment

and is serving three years probation and one year of batterer's treatment; this after his initial

statement that this is a family matter, and should not be subject to public review. How can a

battered person have confidence in a law enforcement agency whose leader (Sheriff) first



said

domestic violence is a private matter and then later pleaded guilty to the crime of battery.

I am reminded that in the O.J. Simpson case, what started as a family matter, had tragic consequences.

Mr. Mirkarimi does not seem to recognize what is domestic violence. Therefore, how can he be trusted to deal with domestic violence allegations as head of the Office of Sheriff

of San Francisco I conclude he can't and therefore should be removed from office.

I am also concerned that Mirkarimi may have members of the board of supervisor who will side

with him for political reasons . i.e. the buddy system. I hope the current board of supervisors

will not engage in partisan politics and will view the situation with the seriousness that it

warrants and not send a bad message to everyone that San Franciscans tolerate domestic violence.

The Domestic Violence Act may soon become law of the land and San Francisco should take

the lead on our own.

Margie Hom-Brown

2422 Anza Street, San Francisco, CA 94118

Cc: Board of Supervisors

Supervisor Eric Mar, District 1, (I am in district 1)

September 19, 2012

BOS-11  
File 120948  
Cpage

Mark A. Provost  
148 Hancock Street  
San Francisco, CA 94114

Honorable Board of Supervisors  
City and County of San Francisco  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4689

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
2012 SEP 24 PM 3:25

Dear Honorable Board,

I am writing you as a homeowner, resident and taxpayer of the City of San Francisco. I am also a career deputy sheriff of more than twenty years. In regards to Sheriff Ross Mirkarimi, I have been following closely the allegations and public statements made by Sheriff Mirkarimi and I must state that I am outraged. For the Sheriff of the County, The highest elected public safety official, to behave in this manner is unconscionable.

Ross Mirkarimi's guilt or innocence is irrelevant, but for the County Sheriff to publicly and state that the allegation of violence between he and his wife is "a private matter" is in complete conflict with state domestic violence laws. This act alone demonstrates Ross Mirkarimi's lack of knowledge in this field and his clear inability to fulfill the duties of the Sheriff.

I call on you and urge the board members to dismiss Ross Mirkarimi to do everything within your powers to see that he is removed from office immediately.

Respectfully,



Mark A. Provost



**To:** BOS Constituent Mail Distribution, Alisa Miller/BOS/SFGOV,  
**Cc:**  
**Bcc:**  
**Subject:** Letter re: Ordinance File 120488

**From:** jclary@cleanwater.org  
**To:** jclary@cleanwater.org,  
**Cc:** board.of.supervisors@sfgov.org, angela.calvillo@sfgov.org, "David Chiu" <david.chiu@sfgov.org>, catherine.rauschuber@sfgov.org, eric.mar@sfgov.org, "Fox, Radhika" <rfox@sfgov.org>, "Paula Kehoe" <pkehoe@sfgov.org>, "Young, Teresa" <tyoung@sfgov.org>, "Terrence Jones" <terrencejones@gmail.com>, "Hood, Donna" <dhood@sfgov.org>, harlan.kelly@sfgov.org, mayoredwinlee@sfgov.org  
**Date:** 09/26/2012 04:06 PM  
**Subject:** Letter re: Ordinance 120488

---

Please find attached letter and resolution from the Citizens' Advisory Committee of the San Francisco Public Utilities Commission in support of draft ordinance #120488, the "Drink Tap" reuse ordinance, which is awaiting a hearing in the Land Use Committee.

Thank you,

Jennifer Clary  
on behalf of the SFPUC CAC



Resolution\_Drink\_Tap\_082812.pdf Cover\_CAC\_120488.pdf



# San Francisco Water Power Sewer

Services of the San Francisco Public Utilities Commission

525 Golden Gate Avenue, 12th Floor  
San Francisco, CA 94102  
T 415.554.3155  
F 415.554.3161  
TTY 415.554.3488

September 26, 2012

The Honorable David Chiu  
President, Board of Supervisors  
City Hall  
San Francisco, CA 94102  
*Sent via electronic mail*

Re: File #120488 Drink Tap reuse ordinance

Dear President Chiu and Supervisors,

This letter is to inform you that the Citizens' Advisory Committee of the San Francisco Public Utilities Commission voted, at their August 28, 2012 meeting, to support this ordinance. The resolution is attached.

The SFPUC Citizens' Advisory was established by ordinance to publicly discuss and make recommendations to the General Manager of the Public Utilities Commission, the Public Utilities Commission and the Board of Supervisors on the achievement of the goals and objectives enumerated in the Charter. Our seventeen members are appointed by each of the Supervisors, with additional appointments by the Board President and the Mayor.

We appreciate the opportunity to comment on this legislation, and thank you for bringing it forward.

Sincerely,

Jennifer Clary  
Secretary

cc: Supervisors  
Mayor Lee  
Harlan Kelly, General Manager  
Public Utilities Commission

Members

**Terrence Jones, Chair (D10)**

Jessica Buendia (D6)

Stephen Bjorgan (M-Eng./Financial)

Doug Cain (D3)

Donald Carmignani (D2)

Jennifer Clary (D11)

Walt Farrell (D7)

Richard Hansen (D1)

Avni Jamdar (M-En Group)

Art Jensen (M-Reg' Water Customers)

Ted Ko (B-S. Business)

Alex Lantsberg (B-Env Justice)

Diane Mokoro (D5)

David Pilpel (D4)

Javieree PruittHill (D8)

Dairo Romero (D9)

Vacant (M-large water user)

Edwin M.  
IV

Anson M.  
Pres

Art Te.  
Vice Pres

Ann Moller (.  
Commiss

Francesca V.  
Commiss

Vince Cour.  
Commiss

Ed Harrin  
General Mar



**Resolution in Support of Drink Tap ordinance  
As adopted August 28, 2012 by SFPUC CAC**

Whereas, the promotion of water for consumption rather than soda can help reduce obesity and its related health problems;

Whereas, reusable water bottles reduce the consumption of single-use bottles, which use significant natural resources in production, transport, and disposal;

Whereas, an ordinance has been introduced at the Board of Supervisors that will require new and remodeled buildings that have drinking fountains to provide bottle filling stations;

Therefore, be it Resolved that the PUC Citizens' Advisory Committee supports the proposed legislation and urges the Mayor and Supervisors to support it.

Be it further Resolved, that the CAC recommends that drinking water stations not be installed in buildings where there is a risk of lead contamination in the water supply.

**City and County of San Francisco**

**Edwin M. Lee  
Mayor**



**Department of Public Health**

**Barbara A. Garcia, MPA  
Director of Health**

*BOS-11, COB  
B+F Clerk  
cpage*

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
2012 SEP 25 PM 5:00  
PV

**Date:** September 25, 2012  
**To:** Clerk of the Board of Supervisors  
**CC:** Controller's Office Grants Unit  
**From:** Miguel Quinonez, Accountant IV  
Department of Public Health - Fiscal (Grants)  
**Subject:** Grant Budget Revision  
Grant Name: Implementing New Directions in HIV Prevention in San Francisco  
Grant Code: HCA061-12

In accordance with Administrative Code Section 10.170- 1(F), this memo serves to notify the Board of Supervisors of a Federal Grant line item budget revision in excess of 15% requiring funding agency approval.

We have attached a copy of budget revision documentation submitted to the funding agency.

Attachment: Budget revision documentation

# MEMORANDUM

DATE: 09/14/12

TO: Grant Accounting

FROM: Sajid Shaikh *SS*  
Sr Admin Analyst

SUBJECT: Grant Budgets

TYPE OF GRANT  Recurring Grant  New Grant

GRANT CODE: HCA061/12

GRANT BUDGET INFO: ~~Addressing Syndemics through Program Collaboration and Service Integration~~ *Implementing New Directions in HIV Prevention in San Francisco*

GRANT DOCUMENTS	PERSONNEL	BUDGET PURPOSE
<input checked="" type="checkbox"/> Notice of Grant Award	<input checked="" type="checkbox"/> Labor Code Corrections	<input checked="" type="checkbox"/> Setup new grant
<input type="checkbox"/> Revised Budget	<input type="checkbox"/> Update Vacancies	<input type="checkbox"/> Reallocation of expenditures
<input checked="" type="checkbox"/> Board Resolution	<input type="checkbox"/> Position Changes	<input type="checkbox"/> Additional Funding
		<input type="checkbox"/> Financial Status Report
		<input type="checkbox"/> Grant End Date Changed to

cc: PM \_\_\_\_\_  
File  
LCC



SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH  
 AIDS Office  
 HIV Prevention Section  
 Implementing New Directions in HIV Prevention in San Francisco  
 9/30/11 - 9/29/12

Dept / Div: HPH-03  
 Fund Group: 2S/CHS/GNC  
 Index Code: HCHPDHIVSVGR  
 Grant Code: HCA061  
 Grant Detail: 1200

CATEGORY/LINE ITEM	Annual Salary	35.00% Annual Frin Ben	Total Annual Sal/Frin Ben	% OF TIME	% OF FTE	Monthly Rate	Mth	Salary Budget	Frin Ben Budget	Total Budget
<b>A. PERSONNEL</b>										
1. Sr Admin Analyst 1823 5 J Melichar	95,186	33,315	128,501	15.00%	0.1500	7,932	12	14,278	4,997	19,275
2. 2822 5	0	0	0	0.00%	0.0000	0	0	0	0	0
3. COLA 4%								0	0	0
<b>TOTAL PERSONNEL:</b>	<b>95,186</b>	<b>33,315</b>	<b>128,501</b>		<b>0.15</b>			<b>14,278</b>	<b>4,997</b>	<b>19,275</b>

00101 SALARIES: 14,278  
 00103 MANDATORY FRINGE: 4,997  
**TOTAL PERSONNEL: 19,275**

**C. TRAVEL**

1. Local Travel (02301) 0  
 2. Out-of-Jurisdiction Travel(02101) 0  
**Sub Total TRAVEL 0**

**D. EQUIPMENT**

1. Equipment (06061) 0  
**Sub Total EQUIPMENT 0**

**E. MATERIALS AND SUPPLIES**

1. Office supplies (04951) 0  
**Sub Total SUPPLIES 0**

**F. CONTRACTUAL SERVICES (02789)**

1. STD MOU 30,000  
 2. SFDPH Lab 45,000  
 3. 0  
**Sub Total CONTRACTS 75,000**


**G. OTHER**

1. Rent support/mtg fac (081RR) 0  
 2. Telephone/Com (081ET) 0  
 3. IRB fees (02699) 0  
 4. Courier/Delivery Service (03521) 0  
 5. Print/Slide Production - Outside (03552) 0  
**Sub TOTAL OTHER 0**

**TOTAL DIRECT COST 94,275**

HCA061/1200  
HCHPDHIV SVGR

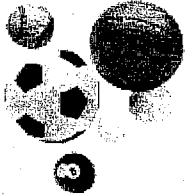
Sajid Shaikh/DPH/SFGOV  
09/13/2012 12:19 PM

To Richelle-Lynn Mojica/DPH/SFGOV@SFGOV, Miguel  
Quinonez/DPH/SFGOV@SFGOV  
cc  
bcc  
Subject Re: Fw: Implementing New Directions in HIV Prevention in  
San Francisco- \$98,060 

Thanks Richelle, for pushing it thru. Miguel please set it up.

thanks  
Sajid Shaikh  
Budget & Finance  
San Francisco Department of Public Health  
1380 Howard Street  
San Francisco, CA 94103  
E-Mail: Sajid.Shaikh@sfdph.org  
Phone: 415-255-3512  
Fax: 415-503-4710

Richelle-Lynn Mojica/DPH/SFGOV.



Richelle-Lynn  
Mojica/DPH/SFGOV  
09/13/2012 12:04 PM

To Sajid Shaikh/DPH/SFGOV@SFGOV  
cc  
Subject Fw: Implementing New Directions in HIV Prevention in San  
Francisco- \$98,060

Hi Saj,

Please see email below.

Thank you.



Richelle-Lynn Mojica  
Grants Manager  
(415) 255-3555  
Richelle-Lynn.Mojica@sfdph.org

Grants Administration  
San Francisco Department of Public Health  
1380 Howard Street, 4th Floor  
San Francisco, CA 94103

Utilizing sound business practices, CDTA facilitates the development of city health delivery system contracts, thus ensuring the availability of community services that protect and promote the health of all San Franciscans

This e-mail is not a secured data transmission for Protected Health Information (PHI) as defined by the Healthcare Insurance Portability and Accountability Act (HIPAA), and it is the responsibility of all parties involved to take all reasonable actions to protect this message from non-authorized disclosure. This e-mail is intended for the recipient only. If you receive this e-mail in error, you should notify the sender and destroy the e-mail immediately. Disclosure of the information contained herein could subject discloser to civil or criminal penalties under state and federal privacy laws.

----- Forwarded by Richelle-Lynn Mojica/DPH/SFGOV on 09/13/2012 12:06 PM -----



"Mok, Jack"  
<jack.mok@sfgov.org>  
09/13/2012 12:01 PM

To "Mojica, Richelle-Lynn" <richelle-lynn.mojica@sfdph.org>  
cc "Lew, Mabel" <mabel.lew@sfgov.org>  
Subject Implementing New Directions in HIV Prevention in San Francisco- \$98,060

Hi Richelle,

I have reviewed the supporting documentations for the budget setup of Implementing New Directions in HIV Prevention in San Francisco- \$98,060 and it seems fine to me. Please initiate the journal entry to setup the budget and provide the document number.

Thanks.

Jack Mok  
Office of the Controller - AOSD  
1 Dr. Carlton B. Goodlett Place  
Tel #: (415) 554-7509

Controller's Intranet Page: <http://conpolicy>  
AOSD Home Page: <http://www.sfcontroller.org/aosd>



Edwin M. Lee  
Mayor

Barbara A. Garcia, MPA  
Director of Health

**TO:** Mabel Lew, Controller's Office  
**FROM:** Barbara A. Garcia, MPA  
Director of Health  
**DATE:** September 13, 2012  
**SUBJECT:** Grant Accept and Expend  
**GRANT TITLE:** Implementing New Directions in HIV Prevention in San Francisco-  
~~\$95,060~~ 98,060

---

Attached please find the original of each of the following:

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

**Special Timeline Requirements:**

File Number: \_\_\_\_\_  
(Provided by Clerk of Board of Supervisors)

**Grant Resolution Information Form**  
(Effective July 2011)

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

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

1. Grant Title: **Implementing New Directions in HIV Prevention in San Francisco**

2. Department: **Department of Public Health, HIV Prevention Section**

3. Contact Person: **Tracey Packer** Telephone: **415-554-9992**

4. Grant Approval Status (check one):

Approved by funding agency

Not yet approved

5. Amount of Grant Funding Approved or Applied for: **\$98,060**

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

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

7a. Grant Source Agency: **Centers for Disease Control and Prevention (CDC)**

b. Grant Pass-Through Agency (if applicable): **Public Health Foundation Enterprises, Inc**

8. Proposed Grant Project Summary: **To develop the Enhanced Comprehensive HIV Prevention Plan. This grant will fund purchase of HIV test kits and STD test kits and fund one staff member to assist in program management, financial management and reporting for this project.**

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

Start-Date: **09/30/11**

End-Date: **09/29/12**

10a. Amount budgeted for contractual services: **\$75,000**

b. Will contractual services be put out to bid? **No, funding is for SFDPH sections, STD & Lab**

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

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

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

b1. If yes, how much? **\$3,785**

b2. How was the amount calculated? **26.51%**

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

Not allowed by granting agency

To maximize use of grant funds on direct services

Other (please explain):

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

12. Any other significant grant requirements or comments:

**We respectfully request for approval to accept and expend these funds retroactive to September 30, 2011. The Department received the letter of funding allocation on September 11, 2012.**

**GRANT CODE: HCAO61/12**

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

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

- Existing Site(s)                       Existing Structure(s)                       Existing Program(s) or Service(s)
- Rehabilitated Site(s)    Rehabilitated Structure(s)                       New Program(s) or Service(s)
- New Site(s)                               New Structure(s)

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

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

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

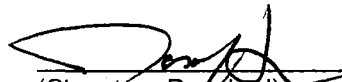
Comments:

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

Jason Hashimoto  
(Name)

Director, EEO, and Cultural Competency Programs  
(Title)

Date Reviewed: 9/13/12


  
(Signature Required)

**Department Head or Designee Approval of Grant Information Form:**

Barbara A. Garcia, MPA  
(Name)

Director of Health  
(Title)

Date Reviewed: 9/13/12

  
(Signature Required)

Detailed Line-Item Budget and Justification

**San Francisco Department of Public Health (SFDPH)  
AIDS Office, HIV Prevention Service Section**

**Implementing New Directions in HIV Prevention in San Francisco**  
**San Francisco Department of Public Health Budget Justification**  
September 30, 2011 to September 29, 2012

**A. PERSONNEL**  
**B. MANDATORY FRINGE**

1. 0.15 1823 – Sr. Administrative Analyst: John Melichar  
Annual Salary \$95,186 @ .15FTE = \$14,278  
Mandatory Fringe Benefits (@ 25%) = \$ 4,997 \$19,275

Mr. Melichar will assist in program management, financial management and reporting for this project. He will pull together reports, monitor the budget, and assist with the execution of contracts and sub-contracts. He will report to the Acting Director of HIV Prevention, SFDPH, and collaborate with PHFE and the San Francisco Department of Public Health (Accounts Payable and Fiscal) on a regular basis to facilitate activities.

Total Salaries	\$14,278
Total Fringe	\$ 4,997

**TOTAL PERSONNEL: \$ 19,275**

**C. TRAVEL \$0**

**D. EQUIPMENT \$0**

**E. SUPPLIES**

**F. CONTRACTUAL \$75,000**

**A. MOU – SFDPH Lab - \$45,000**

Funds will be used to purchase HIV test kits (for antibody and for RNA testing), HCV test kits (for antibody and for RNA testing) and miscellaneous lab supplies such as gloves biohazard bags, pipette equipment, towels etc.

**B. Contract – SFDPH STD - \$30,000**

Funds will be used to purchase STD test kits for use with HIV patients and their partners. Each STD test costs \$12 x 2,500 = \$30,000

**G. DIRECT COSTS \$94,275**

**H. INDIRECT COSTS (26.51% of total Salaries) \$3,785**

**I. TOTAL DIRECT AND INDIRECT COSTS \$98,060**

**SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH**  
**AIDS Office**  
**HIV Prevention Section**  
**Implementing New Directions in HIV Prevention in San Francisco**  
**9/30/11 - 9/29/12**

Dept / Div: HPH-03  
Fund Group: 2S/CHS/GNC  
Index Code: HCHPDHIVSVGR  
Grant Code: HCA061  
Grant Detail: 1200

CATEGORY/LINE ITEM	Annual Salary	35.00% Annual Frin Ben	Total Annual Sal/Frin Ben	% OF TIME	% OF FTE	Monthly Rate	Mth	Salary Budget	Frin Ben Budget	Total Budget
<b>A. PERSONNEL</b>										
1. Sr Admin Analyst 1823 5 J Melichar	95,186	33,315	128,501	15.00%	0.1500	7,932	12	14,278	4,997	19,275
2. 2822 5	0	0	0	0.00%	0.0000	0	0	0	0	0
3. COLA 4%								0	0	0
<b>TOTAL PERSONNEL:</b>	<b>95,186</b>	<b>33,315</b>	<b>128,501</b>		<b>0.15</b>			<b>14,278</b>	<b>4,997</b>	<b>19,275</b>

00101 SALARIES: 14,278  
00103 MANDATORY FRINGE: 4,997  
**TOTAL PERSONNEL: 19,275**

**C. TRAVEL**

1. Local Travel (02301)	0
2. Out-of-Jurisdiction Travel(02101)	0
<b>Sub Total TRAVEL</b>	<b>0</b>

**D. EQUIPMENT**

1. Equipment (06061)	0
<b>Sub Total EQUIPMENT</b>	<b>0</b>

**E. MATERIALS AND SUPPLIES**

1. Office supplies (04951)	0
<b>Sub Total SUPPLIES</b>	<b>0</b>

**F. CONTRACTUAL SERVICES (02789)**

1. STD MOU	30,000
2. SFDPH Lab	45,000
3.	
<b>Sub Total CONTRACTS</b>	<b>75,000</b>

**G. OTHER**

1. Rent support/mtg fac (081RR)	0
2. Telephone/Com (081ET)	0
3. IRB fees (02699)	0
4. Courier/Delivery Service (03521)	0
5. Print/Slide Production - Outside (03552)	0
<b>Sub TOTAL OTHER</b>	<b>0</b>

**TOTAL DIRECT COST 94,275**



**SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH  
AIDS Office**

Dept / Div: HPH-03  
Fund Group: 2S/CHS/GNC  
Index Code: HCHPDHIVSVGR  
Grant Code: HCA061  
Grant Detail: 1200

**HIV Prevention Section  
Implementing New Directions in HIV Prevention in San Francisco  
9/30/11 - 9/29/12**

CATEGORY/LINE ITEM	Annual Salary	35.00% Annual Frin Ben	Total Annual Sal/Frin Ben	% OF TIME	% OF FTE	Monthly Rate	Mth	Salary Budget	Frin Ben Budget	Total Budget
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**BUDGET SUMMARY**

A.	TOTAL SALARIES									14,278
B.	TOTAL FRINGE									4,997
C.	TRAVEL									0
D.	EQUIPMENT									0
E.	MATERIALS AND SUPPLIES									0
F.	CONTRACT / MOU									75,000
G.	OTHER									0
	DIRECT COSTS									94,275
H.	INDIRECT COST (26.51% of Total Salaries)									3,785
	<b>TOTAL BUDGET</b>									<b>98,060</b>
	<b>AWARD</b>									<b>98,060</b>
	<b>SURPLUS/(DEFICIT)</b>									<b>(0)</b>



[SUBCONTRACT/SUBAWARD] AGREEMENT BETWEEN  
PUBLIC HEALTH FOUNDATION ENTERPRISES, INC.

AND

The City and County of San Francisco

[SUBCONTRACTOR/SUBAWARDEE NAME]

This [Subcontract/Sub-Award] Agreement (this "Agreement") is made and entered into as of September 12, 2012 by and between PUBLIC HEALTH FOUNDATION ENTERPRISES, INC., a 501(c)(3) California nonprofit corporation (hereinafter referred to as "PHFE"), and the party identified in Section 1 below (hereinafter be referred to as "Subcontractor/Subawardee").

RECITALS

- A. PHFE has been granted an award by Centers for Disease Control and Prevention (the "Funding Agency"), under contract number 1U65PS003275-01 (the "Funding Award Agreement") under which PHFE and its subcontractors and subawardees will see Exhibit A \_\_\_\_\_ [Describe the study or work to be done] (the "Program");
- B. Subcontractor/Subawardee has expertise in the areas of see Exhibit A \_\_\_\_\_, which expertise can assist PHFE to perform its obligations under the Funding Award Agreement; and
- C. PHFE desires to engage the services of Subcontractor/Subawardee to assist PHFE in the performance of certain of its obligations under the Funding Award Agreement as set forth herein.

AGREEMENT

1. IDENTITIES OF PARTIES.

SUBCONTRACTOR/SUBAWARDEE: Please complete:  
 Legal Name of Subcontractor/Subawardee: The City and County of San Francisco  
 DBA of Subcontractor/Subawardee: SFDPH  
 Type of Entity:      Sole Proprietorship      Partnership  
                                  Corporation                                      Limited Liability Company  
 State of Organization (if an entity): Public/Local Government

Initials  
 PHFE PHB  
 Subcontractor/Subawardee LS

Address: 1380 Howard Street, 5th floor  
City/State/Zip: San Francisco, CA 94103  
Business Telephone: 415-255-3512  
Social Security or Employer Identification Number: 94-6000417  
License Number and Expiration Date, if any: \_\_\_\_\_  
Email Address: sajid.shaikh@sfdph.org

Name of Principal Investigator/Project Coordinator: Tracey Packer  
Phone Number of Principal Investigator/Project Coordinator: 415-554-9992

Is Subcontractor/Subawardee required to file a Single Audit with the Federal Government?  
(Required for parties who receive Federal funds in the aggregate amount of \$500,000 or  
more): Please complete:

Yes  No

If yes, has Subcontractor/Subawardee filed the required Single Audit?

Yes  No

(If yes, submit copy to PHFE prior to signing this Agreement)

Single Audit Report can be found at the following link:

<http://www.sfcontroller.org/index.aspx?page=402>

PHFE:

Public Health Foundation Enterprises, Inc.  
12801 Crossroads Parkway South, Suite 200  
City of Industry, CA, 91746-3505  
Main Telephone Number (562) 699-7320

Program Name: ECHPP Y1 NCE

Program/CID #: 2369.001.001 (One per agreement)

Contracts Manager Name: Victor Arechiga

Contracts Manager Email Address: varechiga@phfe.org

Program Director Name: Tracey Packer Telephone Number: 415-554-9992

Program Director Email: Tracey.Packer@sfdph.org

2. SCOPE OF SERVICES.

(a) Services. Subcontractor/Subawardee shall perform the services, duties and obligations set forth in the Statement of Work ("SOW") attached as Exhibit A hereto, which is made a part hereof and incorporated herein by reference (the "Services"). The Services relate to Sections Exhibit C and n/a of the Funding Award Agreement. Subcontractor/Subawardee shall perform the Services in accordance with the specifications, timetables and requirements set forth in the SOW and this Agreement. PHFE may, in its discretion, provide to Subcontractor/Subawardee a copy of the Funding Award Agreement or the relevant sections thereof. If Subcontractor/Subawardee is provided with a copy of the Funding Award Agreement or the relevant sections thereof, Subcontractor/Subawardee shall carefully review them and shall perform the Services in accordance with the specifications, timetables and requirements set forth therein.

(b) Location(s) of Services. Subcontractor/Subawardee shall perform the Services at the following location(s): Please complete:

25 Van Ness Ave

San Francisco, CA 94102

(c) Subcontractor/Subawardee Principal Investigator/Project Coordinator. Subcontractor/Subawardee shall appoint the Principal Investigator/Project Coordinator (the "PI") identified above to be primary point of contact with PHFE and the Funding Agency with respect to the Services and to have primary responsibility within Subcontractor's/Subawardee's organization for the performance of the (technical or programmatic) aspects of the Services. Subcontractor/Subawardee shall not replace or reassign the PI without PHFE's and the Funding Agency's prior written approval.

(d) PHFE Project Director. The PHFE Project Director identified above shall be primarily responsible on behalf of PHFE for the overall direction of the Services, including review and approval of Subcontractor's/Subawardee's performance of the Services. PHFE will notify Subcontractor/Subawardee if PHFE replaces or reassigns such Project Director.

(e) Performance Reporting. If requested by PHFE or the Funding Agency, Subcontractor/Subawardee shall submit a final technical or performance report, annual performance report, and quarterly performance reports. The final report shall be due 30 days after expiration or termination of this Agreement; annual reports and quarterly reports shall be due 30 days after the reporting period. Subcontractor/Subawardee shall also provide any other reports as may be requested by PHFE. Performance reports shall include a comparison of actual accomplishments with goals and objectives established for the period, findings of the PI, or both, as requested by PHFE. Where possible, quantitative output data should be related to cost data for computation of unit costs. Other pertinent information will include, when appropriate, the reasons why established goals were not met and an analysis. Subcontractor/Subawardee shall immediately

(Rev July 1, 2012)

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Initials  
PHFE AK  
Subcontractor/Subawardee CS

notify PHFE of developments that have a significant impact on the performance of the Services hereunder and of any problems, delays, or adverse conditions that materially impair its ability to meet the objectives of the Services, including providing a statement of the action taken or contemplated and any assistance needed to resolve the situation.

**3. COMPLIANCE WITH FUNDING AWARD AGREEMENT AND LAWS AND REGULATIONS; FLOW DOWN PROVISIONS**

(a) Compliance with Funding Contract. Subcontractor/Subawardee shall comply with, and shall ensure that all of its personnel and lower-tier subcontractors comply with, all of the rules, requirements and restrictions set forth in the Funding Award Agreement that are applicable to Subcontractor/Subawardee and Subcontractor's/Subawardee's activities.

(b) Flow Down Provisions. Without limiting the generality of Section 3(a) above, Subcontractor/Subawardee shall comply with, and shall ensure that all of its personnel and lower-tier subcontractors comply with, all of the flow-down provisions of the Funding Award Agreement applicable to Subcontractor/Subawardee set forth in Exhibit C attached hereto or otherwise made available to Subcontractor/Subawardee (including through links to website pages), which are made a part hereof and incorporated herein by reference (the "Flow Down Provisions"). Subcontractor/Subawardee represents and warrants that it has carefully reviewed all of the Flow Down Provisions and is able to comply with all of the Flow Down Provisions. In the event that the requirements set forth in the Flow Down Provisions are greater than the requirements set forth in this Agreement, or in the event of any conflict between the provisions of this Agreement and the Flow Down Provisions, the Flow Down Provisions shall control and Subcontractor/Subawardee shall comply with the requirements set forth in the Flow Down Provisions in accordance with Section 2(a).

(c) Laws and Regulations. Subcontractor/Subawardee shall also comply with all state and federal statutes and regulations applicable to Subcontractor/Subawardee, the Services or the Funding Award Agreement, in performing its obligations under this Agreement. Without limiting the generality of the foregoing, Subcontractor shall:

(i) unless exempt, comply with the requirements under 45 CFR Part 74, and the Public Health Service Grants Policy Statement;

(ii) unless exempt, comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemental in Dept. of Labor regulations (41 CFR Part 60);

(iii) comply with (and not violate) all statutes, laws, rules and regulations relating to non-discrimination against any employees or applicants for employment, including, without limitation, Title VII of the Civil Rights Act of 1964, The Americans with Disabilities Act Amendments Act of 2008, and the California Fair Employment and Housing Act (if Subcontractor/Subawardee is located within California), and shall take affirmative action to ensure

that all employment related decisions are made in conformance with all such statutes, laws, rules and regulations; and

(iv) unless it is exempt from doing so, comply with 45 CFR Part 76, Appendix B-Certification Regarding Debarment, Suspension, and Ineligibility, Voluntary Exclusion-Lower Tier Covered Transactions.

(d) HIPAA Business Associate Agreement. If the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") is applicable to the Services, Subcontractor/Subawardee shall execute and deliver PHFE's standard Business Associate Agreement as required by HIPAA.

(e) Lower-tier Subcontractors/Subawardees. Subcontractor/Subawardee shall incorporate all of the terms and conditions of this Agreement into all lower-tier subcontracts that Subcontractor/Subawardee may enter into in connection with this Agreement, and shall ensure that all such lower-tier subcontractors/subawardees and their personnel comply with all of the requirements of this Agreement applicable to Subcontractor/Subawardee, and all of the rules, requirements and restrictions set forth in the Funding Award Agreement, including the Flow Down Provisions, that are applicable to such lower-tier subcontractors'/subawardees' activities.

#### 4. PAYMENT FOR SERVICES

(a) Budget. The total compensation and reimbursements payable to Subcontractor/Subawardee hereunder shall be as set forth in the detailed budget for the Services attached hereto as Exhibit B (the "Budget"), which is made a part hereof and Incorporated herein by reference, which Budget is as set forth in the Funding Award Agreement. The maximum amount payable to Subcontractor/Subawardee hereunder shall not exceed the maximum amount set forth in the Budget.

(b) Must Stay Within Budget Time Periods. Subcontractor/Subawardee shall be compensated only for Services actually performed by Subcontractor/Subawardee and within the appropriate time period set forth in the Budget.

(c) Approval of Services by PHFE. All Services must be completed to the satisfaction of PHFE in order to be entitled to payment hereunder.

(d) Funds Available to PHFE. PHFE shall not be obligated to make payment under this Agreement unless the corresponding funds are disbursed to PHFE under the Funding Award Agreement. In the event that PHFE has made payment to Subcontractor/Subawardee under this Agreement and PHFE subsequently does not receive from the Funding Agency for any reason the corresponding payment for the Services performed by Subcontractor/Subawardee or expenses incurred by Subcontractor/Subawardee, then Subcontractor/Subawardee shall refund such payment to PHFE within ten (10) days after written notice from PHFE.

(e) Billing of Expenses and Costs. All expenses and costs shall be billed in accordance with the approved budget. Expenses incurred after the expiration or termination of this Agreement shall be disallowed. Subcontractor/Subawardee shall submit its final invoice no later than 30 days after the date of expiration of the term or termination of this Agreement.

(f) Budget Modifications. The Budget may be modified only by written agreement of PHFE and Subcontractor/Subawardee and the prior written approval of the Funding Agency.

## 5. INVOICING PROCEDURES

(a) Approval by Funding Agency. If required under the Funding Award Agreement, Subcontractor/Subawardee must first submit all timesheets and invoices to the Funding Agency for approval by the Funding Agency. After the Funding Agency has approved a timesheet and invoice submitted by Subcontractor/Subawardee, Subcontractor/Subawardee shall submit the same to PHFE.

(b) Address for Invoices. Subcontractor/Subawardee shall send all timesheets and invoices to the attention of the PHFE Project Director at the address set forth in Section 1 above.

(c) Invoicing Period. All invoices shall be submitted not more frequently than monthly, in arrears and must be submitted to PHFE within 30 days after the end of the applicable month or within 15 days after approval by the Funding Agency (if applicable), whichever is later. All final invoices must be received within 30 days of the expiration or termination of this Agreement or within such earlier time period as PHFE may require. If any invoices are not submitted within such time periods, Subcontractor/Subawardee waives (in PHFE's discretion) all rights to payment under such invoices.

(d) Formatting and Requirements of Invoices. All invoices shall be submitted in the form attached hereto as Exhibit D, as it may be modified by PHFE from time to time.

## 6. TERM AND TERMINATION

(a) Term. Unless earlier terminated as provided herein, the term of this Agreement shall be from September 30, 2011 to September 29, 2012 (the "Term").

(b) Termination Without Cause. Without cause, PHFE may terminate this Agreement by giving 30 days prior written notice to Subcontractor/Subawardee of its intent to terminate this Agreement without cause.

(c) Termination for Cause. With reasonable cause, either party may terminate this Agreement effective immediately upon the giving of written notice of termination for cause. Reasonable cause shall include:

i. A material violation or breach of this Agreement by the other party which is not cured within 15 days after written notice from the terminating party;

ii. Any act of the other party that exposes the terminating party to liability to others for personal injury or property damage or any other harm, damage or injury; or

iii. If either party receives notice from the Funding Agency of the cancellation or termination of, or reduction of funding under, the Funding Award Agreement affecting the Services.

(d) Termination for Lack of Funding. PHFE may terminate this Agreement if for any reason the funding available under the Funding Award Agreement is withdrawn, limited, or impaired.

(e) Cessation Upon Termination. On the effective date of termination, Subcontractor/Subawardee shall cease all further Services under this Agreement, and Subcontractor/Subawardee shall cancel as many outstanding obligations as possible and not incur any additional obligations.

(f) Payment After Termination. Subject to the terms and conditions set forth in this Agreement, upon termination of this Agreement, provided, that PHFE has received the corresponding funds from the Funding Agency under the Funding Award Agreement, PHFE shall pay for any reasonable non-cancellable obligations properly incurred by Subcontractor/Subawardee under this Agreement and in accordance with the Budget prior to termination, and shall pay any amounts due to Subcontractor/Subawardee and properly invoiced under this Agreement for Services performed prior to termination; provided, that if PHFE has terminated this Agreement for reasonable cause under Section 6(c) above, then PHFE shall have the right to offset and deduct from any payments due to Subcontractor/Subawardee hereunder any damages or losses incurred by PHFE as a result of such violation or breach.

(g) Return of Materials. Upon the expiration or termination of this Agreement, Subcontractor/Subawardee shall immediately promptly return to PHFE all computers, cell phones, smart phones, computer programs, files, documentation, user data, media, related material and any and all other Confidential Information (as defined in below) of PHFE and all Work Product (as defined below). PHFE shall have the right to withhold final payment to Subcontractor/Subawardee until all such items are returned to PHFE.

(h) Surviving Provisions. The provisions of Sections 7 through 16, and any other sections that by their nature should or are intended to survive the expiration or termination of this Agreement shall survive and the parties shall continue to comply with the provisions of this Agreement that survive.

**7. REPRESENTATIONS AND WARRANTIES.** Subcontractor/Subawardee represents, warrants and covenants to PHFE as follows:



(a) Licenses and Permits. Subcontractor/Subawardee maintains and shall maintain during all relevant times under this Agreement all applicable federal, state and local business and other licenses, including any professional licenses or certificates, industrial permits and/or licenses, industry specific licenses, licenses required by the state(s) and/or locality(s) in which it does business, fictitious business names, federal tax identification numbers, insurance, and anything else required of Subcontractor/Subawardee as a business operator.

(b) Qualifications and Performance. Subcontractor/Subawardee (i) has the experience and skill to perform the Services hereunder, (ii) shall perform the Services in a good and workman like manner and in accordance with generally accepted professional standards and in an expeditious and economical manner consistent with sound professional practices, and (iii) is adequately financed to meet any financial obligation it may be required to incur hereunder.

(c) Not Debarred. Neither Subcontractor/Subawardee nor its principals or personnel are presently, nor will any of them be during the term of this Agreement, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or funding agency.

#### 8. INDEPENDENT CONTRACTOR STATUS

(a) Independent Contractor. Nothing in this Agreement is intended to place the parties in the relationship of employer-employee, partners, joint venturers, or in anything other than an independent contractor relationship. It is the parties' intention that Subcontractor/Subawardee shall be an independent contractor and not PHFE's employee or agent, and in conformity therewith, that Subcontractor/Subawardee shall retain sole and absolute discretion and judgment in the manner and means of carrying out Subcontractor/Subawardee's Services hereunder. Subcontractor/Subawardee is under the control of PHFE as to the results of Subcontractor/Subawardee's Services only, and not as to the means by which such results are accomplished.

(b) No Power to Bind PHFE. Without limiting the generality of the foregoing paragraph, this Agreement does not designate Subcontractor/Subawardee as the agent or legal representative of PHFE for any purpose whatsoever. Subcontractor/Subawardee is not granted any right or authority to assume or create any obligation or responsibility, or to make any promise or commitment regarding any work, on behalf of or in the name of PHFE or to bind it in any manner, or to make any contract or agreement on behalf of or in the name of PHFE, without the prior written consent from PHFE management. No sales, invoices nor orders for goods or services shall be valid and binding upon PHFE (whether as the provider or the recipient) unless and until accepted by PHFE, at its sole and absolute discretion, through its established channels. PHFE shall not be liable for any obligation incurred by Subcontractor/Subawardee.

(c) No Withholding. Except for tax withholdings that are required by law, neither federal, nor state, nor local income tax nor payroll taxes of any kind shall be withheld or paid by PHFE on behalf of Subcontractor/Subawardee or the employees of Subcontractor/Subawardee. Subcontractor/Subawardee and its personnel shall not be treated as employees or PHFE with

respect to the Services performed hereunder for federal or state tax purposes or for any other purposes.

(d) No Employee Benefits. Neither Subcontractor/Subawardee nor its personnel shall be eligible for, and shall not participate in, any of PHFE's retirement, health, or other fringe benefit plans.

(e) Workers' Compensation. No workers' compensation insurance shall be obtained by PHFE concerning Subcontractor/Subawardee or Subcontractor's/Subawardee's personnel. Subcontractor/Subawardee shall comply with all workers' compensation laws concerning Subcontractor/Subawardee and its personnel.

(f) Taxes. Subcontractor/Subawardee understands that Subcontractor/Subawardee is responsible to pay, according to law, Subcontractor's/Subawardee's income taxes. If Subcontractor/Subawardee is not an entity, Subcontractor/Subawardee further understands that Subcontractor/Subawardee may be liable for self-employment (social security) tax, to be paid by Subcontractor/Subawardee according to law. Subcontractor/Subawardee shall be solely responsible for the payment of all federal, state and local income taxes, social security taxes, federal and state unemployment insurance and similar taxes and all other assessments, taxes, contributions or sums payable with respect to Subcontractor/Subawardee or its employees as a result of or in connection with the Services performed by Subcontractor/Subawardee hereunder. Subcontractor/Subawardee represents and warrants and covenants that it shall report all income earned as a result of this Agreement and pay all federal, state and local income and self-employment taxes and other assessments required to be paid under applicable law. Subcontractor/Subawardee agrees to defend, indemnify and hold PHFE harmless from any and all claims made by federal, state and local taxing authorities on account of Subcontractor's/Subawardee's failure to pay any such federal, state or local income and self-employment taxes or other assessments due as a result of Subcontractor's/Subawardee's Services hereunder.

(g) Sub-Tier Subcontractors/Subawardees. Subcontractor/Subawardee shall have control over the manner and means of Subcontractor/Subawardee's performance under this Agreement. However, PHFE is engaging Subcontractor/Subawardee for Subcontractor's/Subawardee's unique skills, knowledge, abilities and other attributes. Accordingly, Subcontractors/Subawardees may not use any lower-tier subcontractors/subawardees in the performance of its services hereunder without PHFE's prior written approval. Any lower-tier subcontractors/subawardees who are approved by PHFE must execute all agreements and documents required by PHFE prior to performing any work. Subcontractor/Subawardee shall ensure that all lower-tier subcontractors/subawardees comply with all of the terms and provisions of this Agreement and shall be responsible and liable for all acts and omissions of all lower-tier subcontractors/subawardees as if they were the acts or omissions of Subcontractor/Subawardee.

## 9. ASSIGNMENT OF WORK PRODUCT.

(a) Ownership of Work Product. Subcontractor/Subawardee agrees that, as between PHFE and Subcontractor/Subawardee, all discoveries, ideas, inventions, and information that Subcontractor/Subawardee may develop (either alone or in conjunction with others), information or work product developed wholly or partially by Subcontractor/Subawardee as part of or related to Subcontractor's/subawardee's retention by PHFE hereunder (including all intermediate and partial versions thereof) or the performance of the services hereunder or which existence Subcontractor/Subawardee may discover while retained by PHFE, including any software, platforms, all ideas, designs, marks, logos, and content relating thereto, whether or not subject to patent, copyright or trademark or other intellectual property protections including without limitation, any scripts, prototypes, other components (collectively the "Work Product"), shall be the sole property of PHFE upon its creation and (in the case of copyrightable works) upon its fixation in a tangible medium of expression.

(b) Assignment. Subcontractor/Subawardee hereby forever assigns to PHFE all right, title and interest in any Work Product designed and/or developed by Subcontractor/Subawardee or otherwise delivered to PHFE as part of or related to Subcontractor's/Subawardee's retention with PHFE. The Work Product shall be the sole property of PHFE, and all copyrightable and patentable aspects of the Work Product are to be considered "works made for hire" within the meaning of the Copyright Act of 1976, as amended (the "Act"), of which PHFE is to be the "author" within the meaning of such Act. All such copyrightable and patentable works, as well as all copies of such works in whatever medium fixed or embodied, shall be owned exclusively by PHFE on their creation, and Subcontractor/Subawardee hereby expressly disclaims any interest in any of them. In the event (and to the extent) that any Work Product or any part or element of them, is found as a matter of law not to be a "Work Made For Hire" within the meaning of the Act, Subcontractor/Subawardee hereby assigns to PHFE the sole and exclusive right, title and interest in and to all such works, and all copies of any of them, without further consideration, and, if such assignment is invalid, Subcontractor/Subawardee hereby grants PHFE a non-exclusive, worldwide, perpetual, fully paid-up, irrevocable, right and license to use, reproduce, make, sell, perform and display (publicly or otherwise), and distribute, and modify and otherwise make derivative works of Subcontractor/Subawardee's Work Product and to authorize third parties to perform any or all of the foregoing, including through multiple tiers of sublicenses.

(c) Moral Rights Waiver. For purposes of this subsection, "Moral Rights" means any rights of paternity or integrity, any right to claim authorship of the Work Product, to object to any distortion, mutilation or other modification of, or other derogatory action in relation to, the Work Product, whether or not such would be prejudicial to Subcontractor's/Subawardee's honor or reputation, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless whether or not such right is denominated or generally referred to as a "Moral" right. Subcontractor/Subawardee hereby irrevocably transfers and assigns to PHFE any and all Moral Rights that Subcontractor/Subawardee may have in the Work Product. Subcontractor/Subawardee also hereby forever waives and agrees never to assert any and all Moral Rights it may have in the Work Product, even after termination of Subcontractor's/Subawardee's work on behalf of PHFE as part of or related to Subcontractor's/Subawardee's retention with PHFE.

(d) No Liens. Subcontractor/Subawardee shall deliver all Work Product to PHFE free and clear of any and all claims, rights and encumbrances of third parties.

(e) Assignment Documents. Subcontractor/Subawardee will cooperate with PHFE, with PHFE's approval and at PHFE's expense, in obtaining patent, copyright, trademark or other statutory protections for the Work Product in each country in which one or more is sold, distributed or licensed, and in taking any enforcement action, including any public or private prosecution, to protect PHFE's intellectual property rights in or to the Work Product. Subcontractor/Subawardee hereby grants PHFE the exclusive right, and appoints PHFE as attorney-in-fact, to execute and prosecute in Subcontractor's/Subawardee's name as author or inventor or in PHFE's name as assignee, any application for registration or recordation of any copyright, trademark, patent or other right in or to the Work Product, and to undertake any enforcement action with respect to any Work Product. With PHFE's approval and at PHFE's expense, Subcontractor/Subawardee will execute such other documents of registration and recordation as may be necessary to perfect in PHFE, or protect, the rights assigned to PHFE hereunder in each country in which PHFE reasonably determines to be prudent.

(f) No Infringement. Subcontractor/Subawardee represents and warrants that any Work Product delivered to PHFE hereunder will be developed by Subcontractor/Subawardee and shall not infringe or violate any patents, copyrights, trademarks, trade secrets or other proprietary rights of any third party.

(g) No Harmful Code. With respect to the website and any computer programs or software code ("Software") included in the Services hereunder, Subcontractor/Subawardee represents and warrants that: (i) the Software and its media shall contain no computer instructions or inappropriate functions whose purpose or result is to disrupt, damage or interfere with PHFE's or its affiliates' or their customers' use of or access to the Software or any of their data, programs or computer or telecommunications facilities and (ii) unless expressly authorized in writing by PHFE, such Software shall not contain any mechanism which electronically notifies Subcontractor/Subawardee of any fact or event, nor contain any key, node lock, time-out, logic bomb or other function, implemented by any means, which may restrict PHFE's or its affiliates' or customers' use of or access to the Software or any other programs, data or equipment.

(h) Rights of Funding Agency and Federal Government. All rights to the Work Product assigned or granted to PHFE hereunder shall be subject to any rights of the Funding Agency under the Funding Award Agreement and any rights of the United States Federal Government under applicable laws and regulations.

## 10. PUBLICATIONS

(a) Right to Publish Works. Subcontractor/Subawardee may, with PHFE's and the Funding Agency's prior written consent, publish articles written by Subcontractor/Subawardee in connection with the Services performed by Subcontractor/Subawardee hereunder. Subcontractor/Subawardee shall submit all such articles for review by PHFE and the Funding Agency at least 60 days prior to the proposed publication date.

(b) Acknowledgment in Publications. On any publication approved by PHFE and the Funding Agency as described above, Subcontractor/Subawardee shall place an acknowledgment of federal government support, and shall include a disclaimer, as appropriate, as follows: "The contents of this publication are solely the responsibility of the authors and do not necessarily represent the official views of Public Health Foundation Enterprises, Inc. or [Name of Funding Agency]".

(c) Use of PHFE's or Funding Agency's Name. Subcontractor/Subawardee shall not use in any manner PHFE's name, logo or trademarks without PHFE's prior written consent. Subcontractor/Subawardee shall not use in any manner the Funding Agency's name, logo or trademarks without the Funding Agency's prior written consent.

## 11. INDEMNIFICATION

(a) By Subcontractor/Subawardee. Subcontractor/Subawardee hereby agrees to indemnify, hold harmless and defend PHFE, its board of trustees, officers, directors, agents, contractors and employees from any and all claims, causes of action, costs, demands, expenses (including attorney's fees and costs), losses, damages, injuries, and liabilities arising from (i) any accident, death, or injury whatsoever or however caused to any person or property arising out of the intentional action or negligence of Subcontractor/Subawardee (or its agents, subcontractors or employees), (ii) Subcontractor's/Subawardee's (or its agents', subcontractors' or employees') violation of any federal, state or local law or regulation, (iii) the breach by Subcontractor/Subawardee (or its agents, subcontractors or employees) of any its representations, warranties or agreements under this Agreement or (iv) any claims that the Work Product, or any element thereof, infringes the intellectual, privacy or other rights of any party.

(b) By PHFE. PHFE hereby agrees to indemnify, hold harmless and defend Subcontractor/Subawardee, its officers, directors, agents, contractors and employees from any and all claims, causes of action, costs, demands, expenses (including attorney's fees and costs), losses, damages, injuries, and liabilities arising from (i) any accident, death, or injury whatsoever or however caused to any person or property arising out of the intentional action or negligence of PHFE, (ii) PHFE's violation of any federal, state or local law or regulation or (iii) the breach by PHFE of any its representations, warranties or agreements under this Agreement.

## 12. INSURANCE



(a) Required Coverages. Subcontractor/Subawardee shall, unless otherwise agreed in writing by PHFE, maintain: (i) Workers' Compensation insurance, (ii) Professional Liability Insurance and Commercial General Liability Insurance (including broad form contractual and automobile liability coverage), with minimum limits of ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, and (iii) Automobile Liability on each automobile owned by him/her/it or his/her/its agents, subcontractors/subawardees or employees, which is used at any time to carry out Subcontractor's/Subawardee's duties hereunder, with minimum limits of \$100,000 per person

and \$300,000 per occurrence for bodily injury. If higher or additional coverages are required under the Flow Down Provisions, Subcontractor/Subawardee shall procure such coverages.

(b) Additional Insureds. All such insurance shall provide that Subcontractor's/Subawardee's insurance is primary and not contributory, shall protect Subcontractor/Subawardee, PHFE and the Funding Agency and their affiliates from claims for personal injury (including bodily injury and death) and property damage which may arise from or in connection with the performance of the Services hereunder, or from or out of any negligent act or omission of Subcontractor/Subawardee, its officers, directors, agents or employees. All such insurance shall be written by a responsible insurance company possessing B+ VII rating or better as listed in the Best Guide, shall name PHFE and the Funding Agency as additional insureds for Professional Liability, Commercial General Liability and Automobile Liability only, shall contain a waiver of subrogation with respect to the additional insureds, shall be written on an occurrence basis and shall provide that the coverage thereunder may not be reduced or canceled unless 30 days' prior written notice thereof is furnished to PHFE and the Funding Agency. Certificates of Insurance containing such waiver of subrogation or copies of policies shall be furnished to PHFE upon request.

### 13. CONFIDENTIALITY

(a) Confidential Information. Subcontractor/Subawardee agrees that during the course of this Agreement, Subcontractor/Subawardee may be exposed to and become aware of certain unique and confidential information and special knowledge (hereinafter "Confidential Information") provided to or developed by PHFE. Said Confidential Information includes, but is not limited to, the identity of actual and potential clients of PHFE, client lists, particular needs of each client, the manner in which business is conducted with each client, addresses, telephone numbers, and specific characteristics of clients; financial information about PHFE and/or its clients; client information reports; mailing labels; various sales and marketing information; sales report forms; pricing information (such as price lists, quotation guides, previous or outstanding quotations, or billing information); pending projects or proposals; business plans and projections, including new product, facility or expansion plans; employee salaries; contracts and wage information; mailing plans and programs; technical know-how; designs; products ordered; business methods; processes; records; specifications; computer programs; accounting; and information disclosed to PHFE by any third party which PHFE is obligated to treat as confidential and/or proprietary. This Confidential Information derives independent actual or potential economic value from not being generally known to the public or to other persons, who can obtain economic value from its disclosure or use, is not readily available through any source other than PHFE and is the subject of reasonable efforts to maintain secrecy. Since Subcontractor/Subawardee may be exposed to and become aware of said Confidential Information and, because of its unique and confidential nature, the parties hereto desire to afford PHFE protection against its unauthorized use or its use in any manner detrimental to PHFE. Therefore, Subcontractor/Subawardee shall not disclose in any manner whatsoever any of the aforesaid Confidential Information, directly or indirectly, or use it in any way whatsoever, either during this Agreement or at any time thereafter, except as required in the course of Subcontractor's/Subawardee's work with PHFE or except as otherwise provided in this Agreement. Further, Subcontractor/Subawardee shall develop and maintain procedures and

Initials  
PHFE   
Subcontractor/Subawardee 

take other reasonable steps in furtherance of PHFE's desire to maintain the confidentiality of its Confidential Information.

(b) Funding Agency Confidentiality. Subcontractor/Subawardee shall also comply with all confidentiality obligations imposed by the Funding Agency in the Funding Award Agreement or otherwise.

(c) Return of Documents. All documents and other items which might be deemed the subject of or related to Confidential Information of PHFE's business, whether prepared, conceived, originated, discovered, or developed by Subcontractor/Subawardee, in whole or in part, or otherwise coming into Subcontractor's/Subawardee 's possession, shall remain the exclusive property of PHFE and shall not be copied or removed from the premises of PHFE without the express written consent of PHFE. All such items, and any copies thereof, shall be immediately returned to PHFE by Subcontractor/Subawardee upon request at any time and upon termination of this Agreement.

#### 14. NON-SOLICITATION OF EMPLOYEES

During the Term of this Agreement and for two years following the termination of this Agreement, Subcontractor/Subawardee shall not induce, encourage, or advise any person who is employed by or is engaged as an agent or independent contractor by PHFE to leave the employment or engagement of PHFE or otherwise raid the employees of PHFE. Nothing contained in this paragraph shall constitute a waiver by PHFE of any rights it may have if Subcontractor/Subawardee engages in actionable conduct after the two year period referred to above.

#### 15. RECORD RETENTION AND ACCESS TO RECORDS

Subcontractor/Subawardee shall grant to PHFE, the Funding Agency and the U.S. Comptroller General and their respective authorized representatives upon demand, access to any books, documents, papers and records of Subcontractor/Subawardee relating to this Agreement or the Services for audit, examination, excerpt and transcription. Subcontractor/Subawardee shall retain all such records for seven (7) years (or longer if required under PHFE's record retention policy, under the Funding Award Agreement or by law, including under Circular A-110, Subpart C, Post-Award Requirements and FAR Subpart 4.7 Contractor Records Retention - 4.703 Policy) after final payment is made under this Agreement and all pending matters are closed, unless extended by an audit, litigation, or other action involving the records, whichever is later.

#### 16. GENERAL TERMS

(a) Amendments. Amendments to this Agreement shall be in writing, signed by the party to be obligated by such amendment and attached to this Agreement.

(b) Governing Law; Venue. This Agreement is entered into in Los Angeles County, California. This Agreement shall be interpreted, construed and governed by, in accordance with

and consistent with the laws of the State of California without giving effect to its conflicts of laws principals. Such laws shall apply in all respects, including statutes of limitation, to any disputes or controversies arising out of or pertaining to this Agreement. The sole, exclusive and proper venue for any proceedings brought to interpret or enforce this Agreement or to obtain a declaration of the rights of the parties hereunder shall be Los Angeles County, California. Each of the parties hereto submits to the exclusive personal jurisdiction of the courts located in Los Angeles County, California and waives any defense of forum non conveniens.

(c) Equitable Relief. In light of the irreparable harm to PHFE that a breach by Subcontractor/Subawardee of Sections 9, 10, 13 and 14 of this Agreement would cause, in addition to other remedies set forth in this Agreement and other relief for violations of this Agreement, PHFE shall be entitled to enjoin Subcontractor/Subawardee from any breach or threatened breach of such Sections, to the extent permitted by law and without bond.

(d) Binding Agreement. All terms, conditions and covenants to be observed and performed by the parties hereto shall be applicable to and binding upon their respective agents, employees, heirs, executors, administrators, affiliates, subsidiaries, associates, employees, successors and assigns.

(e) Captions. All captions (section headings) set forth herein are inserted only as a matter of convenience and for reference, and shall not affect the interpretation of this Agreement.

(f) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which, when taken together, shall constitute one and the same document.

(g) Additional Documents. The parties hereto each agree that they shall execute and, if appropriate, acknowledge any and all additional and other documents, instruments and writings which may be reasonably requested by the other party in order to fully carry out the intent and purpose of this Agreement.

(h) Attorneys' Fees; Costs. In the event that any suit in law or equity, arbitration or other formal proceeding is instituted by any party to enforce or interpret any part of this Agreement, or to recover damages for breach thereof, the prevailing party shall, in addition to any such other relief available to such party, be entitled to recover costs of suit incurred therein, and to also recover as an element of such costs (but not as damages) reasonable attorneys' fees incurred by such prevailing party.

(i) Entire Agreement. This Agreement, and all documents referred to in it, or incorporated in it, is an integrated document containing and expressing all terms, covenants, conditions, warranties and agreements of the parties relating to the subject matter hereof. No other or prior agreements or understandings, written or oral, pertaining to the same shall be valid or of any force or effect.



(j) Facsimile or Email Transmissions. A facsimile transmission or transmission by Email of the executed signature page of this Agreement shall be accepted as, relied upon as, and deemed to be, an original.

(k) Fair Interpretation. The language appearing in all parts of this Agreement shall be construed, in all cases, according to its fair meaning in the English language, and not strictly construed for or against any party hereto. This Agreement has been prepared jointly by the parties hereto after arms length negotiations and any uncertainty or ambiguity contained in this Agreement, if any, shall not be interpreted or construed against any party, but according to its fair meaning applying the applicable rules of interpretation and construction of contracts.

(l) No Waiver. No failure or delay by any party in exercising a right, power or remedy under the Agreement shall operate as a waiver of any such right or other right, power or remedy. No waiver of, or acquiescence in, any breach or default of any one or more of the terms, provisions or conditions contained in this Agreement shall be deemed to imply or constitute a waiver of any other or succeeding or repeated breach or default hereunder. The consent or approval by any party hereto to or of any act of the other party hereto requiring further consent or approval shall not be deemed to waive or render unnecessary any consent or approval to or of any subsequent similar acts.

(m) Notices. Any notice, demand, consent or other communication required or permitted to be given hereunder shall be made in the English language and shall be so given by personal delivery, by (i) registered or certified (return receipt) or First Class United States Postal Service mail, postage pre-paid, or (ii) recognized overnight national courier service, or (iii) facsimile transmission confirmed by letter sent by First Class United States Postal Service mail, postage pre-paid, or (iv) by email confirmed by letter sent by First Class United States Postal Service mail, postage pre-paid, addressed to the recipient of such notice at the following address or facsimile number, as the case may be, or any other address or facsimile number or email address provided by a party in the manner described hereinabove:

In the case of PHFE, addressed to:

Public Health Foundation Enterprises, Inc.  
12801 Crossroads Parkway South, Suite 200  
City of Industry, CA 91746-3505

Attention: Victor Arechiga

Facsimile: 562-692-6950

Email: varechiga@phfe.org

In the case of Subcontractor, addressed to:

The City and County of San Francisco

1380 Howard Street

San Francisco, CA 94103

Attention: Sajid Shaikh

Facsimile: 415-255-3512

Email: sajid.shaikh@sfdph.org

Any such notice shall be deemed to have been received by the addressee, and service thereof shall be deemed effective, five (5) days following deposit thereof with the United States Postal Service, or upon actual receipt, whichever first occurs, unless the address for delivery is not within one of the United States or its territories or possessions, in which case service shall be effective seven (7) days following deposit, or upon actual receipt, whichever first occurs.

(n) Remedies Non-Exclusive. Except where otherwise expressly set forth herein, all remedies provided by this Agreement shall be deemed to be cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the respective parties at law or in equity.

(o) Severability. If any term, provision, condition or other portion of this Agreement is determined to be invalid, void or unenforceable by a forum of competent jurisdiction, the same shall not affect any other term, provision, condition or other portion hereof, and the remainder of this Agreement shall remain in full force and effect, as if such invalid, void or unenforceable term, provision, condition or other portion of this Agreement did not appear herein.



(p) Limitation of Liability. Except for a breach of sections 9 and 13 above and except to the extent included in a party's indemnification obligations under Section 11 above, in no event shall any party be liable to the other for any indirect, special, incidental, punitive or consequential damages, whether based on breach of contract, tort (including negligence), or otherwise, and whether or not that party has been advised of the possibility of such damage.

(q) Non-Assignability. None of the parties shall assign, transfer, sell, encumber, hypothecate, alienate or otherwise dispose of this Agreement, or any right, title or interest to or in this Agreement, nor shall a party delegate any duty or obligation to be performed hereunder, without the express written consent of the other party having been first obtained, except that any party may assign this Agreement without the consent of the other party in the case of a reorganization, merger, consolidation, or sale of all or substantially all of its assets so long as the assignee expressly assumes all of the obligations of the assignor under this Agreement. Notwithstanding the foregoing, PHFE may assign this Agreement to an affiliate of PHFE without the

consent of the other party. Any attempt to assign this Agreement other than as permitted above shall be null and void.

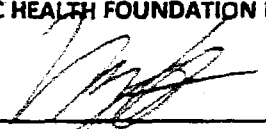
(r) Signing Person. The individuals signing this Agreement on behalf of an entity represents and warrants that he/she has authority to bind such entity to this Agreement.

[Signatures follow on next page]

Initials  
PHFE   
Subcontractor/Subawardee 

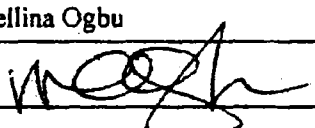
The undersigned have caused this Subcontract/Subaward Agreement to be executed as of the date first set forth above:

**PUBLIC HEALTH FOUNDATION ENTERPRISES, INC.**

By:   
\_\_\_\_\_  
Mark J. Bertler, CAE  
Chief Executive Officer

9/12/12  
\_\_\_\_\_  
Date

**SUBCONTRACTOR/SUBAWARDEE**

Name: Marcellina Ogbu  
Signature:   
\_\_\_\_\_  
Director of Community Programs  
\_\_\_\_\_  
Print Name, Title [If any entity]

9/12/12  
\_\_\_\_\_  
Date

EXHIBIT A  
TO SUBCONTRACT/SUBAWARD AGREEMENT

Scope of Work (SOW)

John Melichar,

Mr. Melichar will assist in program management, financial management and reporting for this project. He will pull together reports, monitor the budget, and assist with the execution of contracts and sub-contracts. He will report to the Acting Director of HIV Prevention, SFDPH, and collaborate with PHFE and the San Francisco Department of Public Health (Accounts Payable and Fiscal) on a regular basis to facilitate activities.

MOU with Lab

Funds will be used to purchase HIV test kits (for antibody and for RNA testing), HCV test kits (for antibody and for RNA testing) and miscellaneous lab supplies such as gloves biohazard bags, pipetting equipment, towels etc.

MOU with STD

Funds will be used to purchase STD test kits for use with HIV patients and their partners. Each STD test costs \$12 x 2,500 = \$30,000



EXHIBIT B  
TO SUBCONTRACT/SUBAWARD AGREEMENT

Budget

[Budget on next page]

(Rev July 1, 2012)

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PHF   
Subcontractor/Subawardee 

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Principal Investigator/Program Director (Last, first, middle):

Packer, Tracey

DETAILED BUDGET FOR INITIAL BUDGET PERIOD		DIRECT COSTS ONLY			FROM	THROUGH	DOLLAR AMOUNT REQUESTED (omit cents)	
PERSONNEL (Applicant organization only)		TYPE /PPT.	% EFFORT ON PROJ.	INST. BASE SALARY	SALARY REQUESTED	FRINGE BENEFITS	TOTALS	
John Melchar		12	0.15	\$95,186	\$14,278	\$4,997	\$19,275	
SUBTOTALS					\$14,278	\$4,997	\$19,275	
CONSULTANT COSTS								
\$0.00								
EQUIPMENT (Itemize)								
\$0.00								
SUPPLIES (Itemize by category)								
\$0.00								
TRAVEL								
\$0.00								
Contractual								
Lab MOU						45,000		
STD MOU						30,000		
\$75,000.00								
OTHER EXPENSES (Itemize by category)								
\$0.00								
SUBTOTAL DIRECT COSTS FOR NEXT BUDGET PERIOD								
\$94,275								
50								
						FACILITIES AND ADMINISTRATIVE COSTS (28.51% of salaries)		\$3,795
TOTAL DIRECT COSTS FOR NEXT BUDGET PERIOD					YEAR 1 NCE		\$98,060	

Page

EXHIBIT C  
TO SUBCONTRACT/SUBAWARD AGREEMENT

FLOW DOWN PROVISIONS

(Rev July 1, 2012)

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PHFE  
Subcontractor/Subawardee

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**Grant Number:** 1U65PS003275-01 REVISED

**Principal Investigator(s):**  
GRANT NASH COLFAX, MD

**Project Title:** IMPLEMENTING NEW DIRECTIONS IN HIV PREVENTION IN SAN FRANCISCO:  
A COMPREHENSIVE

MARK BERTLER  
PUBLIC HEALTH FOUNDATION ENTERPRISES  
12801 CROSSROADS PARKWAY SOUTH  
SUITE 200  
CITY OF INDUSTRY, CA 91746

**Award e-mailed to:** svacko@phfe.org

**Budget Period:** 09/30/2010 – 09/29/2012  
**Project Period:** 09/30/2010 – 09/29/2012

**Dear Business Official:**

The Centers for Disease Control and Prevention hereby revises this award (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to PUBLIC HEALTH FOUNDATION ENTERPRISES, INC in support of the above referenced project. This award is pursuant to the authority of SEC.301(A)317(K)(2)42USC&241&247B(K)(2) and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact the individual(s) referenced in Section IV.

Sincerely yours,

Shelia Edwards  
Grants Management Officer  
Centers for Disease Control and Prevention

Additional information follows

**SECTION I - AWARD DATA - 1U65PS003275-01 REVISED**

**Award Calculation (U.S. Dollars)**

Salaries and Wages \$480,949  
Fringe Benefits \$118,458  
Personnel Costs (Subtotal) \$599,407  
Other Costs \$288,561

Federal Direct Costs \$887,968  
Approved Budget \$887,968  
Federal Share \$887,968  
**TOTAL FEDERAL AWARD AMOUNT \$887,968**

AMOUNT OF THIS ACTION (FEDERAL SHARE) \$0

**Fiscal Information:**

CFDA Number: 93.523  
EIN: 1952557063A1  
Document Number: 003275HR10

IC	CAN	2010
PS	939ZDFA	\$887,968

SUMMARY TOTALS FOR ALL YEARS		
YR	THIS AWARD	CUMULATIVE TOTALS
1	\$887,968	\$887,968

**CDC Administrative Data:**

PCC: / OC: 4141 / Processed: EDWARDSSH 09/27/2011

**SECTION II - PAYMENT/HOTLINE INFORMATION - 1U65PS003275-01 REVISED**

For payment information see Payment Information section in Additional Terms and Conditions.

**INSPECTOR GENERAL:** The HHS Office Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to [hstips@oig.hhs.gov](mailto:hstips@oig.hhs.gov) or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous. This note replaces the Inspector General contact information cited in previous notice of award.

**SECTION III - TERMS AND CONDITIONS - 1U65PS003275-01 REVISED**

This award is based on the application submitted to, and as approved by, CDC on the above-titled project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
- d. The HS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

**Treatment of Program Income:**  
Additional Costs

**SECTION IV – PS Special Terms and Conditions – 1U65PS003275-01 REVISED**

FUNDING OPPORTUNITY ANOUNCEMENT (FOA) NUMBER: PS10-10181  
AWARD NUMBER: 1 U65 PS003275-01-2 (AMENDMENT #2)  
APPROVAL LIST NUMBER: CC347R11

**ADDITIONAL TERMS AND CONDITIONS OF THIS AWARD:**

**NOTE 1: NO COST EXTENSION:** The purpose of this revised Notice of Award (NOA) is to reflect a change in the Terms and Conditions. This revision responds to the letter dated September 1, 2011, in which you requested a (12) twelve month no cost extension for your organization under Enhanced Comprehensive HIV Prevention Planning and Implementation for Metropolitan Statistical Areas Most Affected by HIV/AIDS (ECHHP), Funding Opportunity Announcement (FOA) PS10-10181 to complete critical activities.

All activities must be completed by September 29, 2012, and no additional funds are being requested. The aforementioned request has been reviewed and approved based on the information and justification provided by your organization.

**NOTE 2:** The following cost categories have been approved:

Salaries and Wages \$194,643; Fringe \$52,554; Supplies \$13,364; Contractual \$306,196; and Indirect \$41,800

Total Approved \$608,557

**NOTE 3: REPORTING REQUIREMENTS:** Award recipients under this FOA are required to submit annual progress reports. Your FINAL Annual Progress Report is due December 29, 2012.

A no-cost extension requires a Financial Status Report (SF 269) for each 12 month activity. Therefore, 90 days after the end of the budget period, which is September 29, 2011 a FSR is due December 29, 2011. The second FSR is required December 29, 2012, 90 days after the end of the no-cost extension, which is for the new Budget Period: September 30, 2011 through September 29, 2012.

The FSR is a requirement of this cooperative agreement and must be submitted and finalized every year of the project. The finalized FSR must be submitted within 12 months of the due date. FSRs should not be handwritten or typed on a typewriter. Failure to submit the required information in a timely manner may adversely affect the future funding of this project. If the information cannot be provided by the due date, you are required to submit a letter explaining the reason and date by which the Grants Officer will receive the information.

**NOTE 4:** Please be advised that grantee must exercise proper stewardship over Federal funds by ensuring that all costs charged to their cooperative agreement are allowable, allocable, and reasonable and that they address the highest priority needs as they relate HIV/AIDS.

**NOTE 5:** All other terms and conditions issued with the original award remain in effect throughout the budget period unless otherwise changed, in writing, by the Grants Management Officer.

Revisions made to the Notice of Cooperative Agreement Award supersede the previous award.

PLEASE REFERENCE YOUR AWARD NUMBER ON ALL CORRESPONDENCE.

**STAFF CONTACTS**  
Grants Management Specialist: Patricia A French  
Centers for Disease Control and Prevention  
Procurement and Grants Office  
Koger Center, Colgate Building  
2920 Brandywine Road, Mailstop E15  
Atlanta, GA 30341

Email: pff6@cdc.gov Phone: (770) 488-2849 Fax: 770-488-2868

**Grants Management Officer:** Shelia Edwards  
Center for Disease Control and Prevention  
Procurement and Grants Office  
Koger Center, Stanford Building  
2920 Brandywine Road, Mail Stop E-15  
Atlanta, GA 30341  
Email: fyq5@cdc.gov Phone: 770-488-1644

**SPREADSHEET SUMMARY**  
**GRANT NUMBER:** 1U65PS003275-01 REVISED


**INSTITUTION:** PUBLIC HEALTH FOUNDATION ENTERPRISES

<i>Budget</i>	<i>Year 1</i>
Salaries and Wages	\$480,949
Fringe Benefits	\$118,458
Personnel Costs (Subtotal)	\$599,407
Other Costs	\$288,561
TOTAL FEDERAL DC	\$887,968
TOTAL FEDERAL F&A	
TOTAL COST	\$887,968

EXHIBIT D  
TO SUBCONTRACT/SUBAWARD AGREEMENT

FORM OF INVOICE

Invoices must be in accordance with the budget attached herein. Current invoice format from CCSF is acceptable with corresponding ledger back up.

Initials  
PHFF   
Subcontractor/Subawardee \_\_\_\_\_



To: BOS Constituent Mail Distribution,  
Cc:  
Bcc:  
Subject: SF public nudity as symbolic speech

From: SUN <sunfreedom76@yahoo.com>  
To: letters ebar <letters@ebar.com>,  
Cc: sfbarea@yahoogroups.com, nakity@yahoogroups.com, savefreedom@yahoogroups.com, franhattan@yahoogroups.com, "SF Supervisor scott.wiener" <scott.wiener@sfgov.org>, "Gotopless.org Nadine T" <gotopless.org@gmail.com>, board\_of\_supervisors@ci.sf.ca.us, mayor edwin lee <mayoredwinlee@sfgov.org>, matierandross@sfnchronicle.com  
Date: 09/28/2012 08:54 AM  
Subject: SF public nudity as symbolic speech

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To my fellow LGBT citizens:

This progressive queer has been demonstrating for LGBT rights since 1964, and for nudist rights since 1965.

To express my political and social opinions, I've been demonstrating nude since 1999 in San Francisco, especially at anti-war marches, Bay To Breakers, Dore and Folsom fairs, etc.

My public nudity is symbolic speech, protected by our federal and state constitutions. Often I supplement symbolism with words on signs, such as "Dare 2 Bare 4 Freedom + Peace".

In recent months I've often demonstrated nude at Jane Warner Plaza, in the Castro LGBT gayborhood of SF.

My basic message was best expressed in the Nineties, in a leaflet distributed at marches by XPP and Senior Unlimited Nudes [SUN]:

"Our bodies speak for our souls.  
Our public nakedness is not fashion nor style,  
but rather a message for the future.  
Our nakedness calls for 'Freedom Now!'.  
Our nakedness, open to sun and wind and rain,  
calls for making peace with Mother Earth.  
Our vulnerable flesh, lacking all armor,  
calls for co-existing with our fellow humans.  
Our nakedness proclaims 'Love Until Death'.  
Fascist censors understandably want the police to suppress our message.  
In the short run of days and months and years, the censors may win.  
In the longer run, the tide of enlightenment flows  
toward life and freedom and love."

Tortuga Bi LIBERTY  
[ aka "the Peace Toad"],  
c/o SUN, P.O.Box 426937-SUN, SF, CA 94142  
28 September 2012  
.....



**To:** BOS Constituent Mail Distribution,  
**Cc:**  
**Bcc:**  
**Subject:** Support for Proposal to Require Treatment/Jail for Chronic Inebriates

**From:** stephanie greenburg <stephgreenburg@gmail.com>  
**To:** Board.of.Supervisors@sfgov.org, mayoredwinlee@sfgov.org, chiefsuhr@sfgov.org, DistrictAttorney@sfgov.org,  
**Cc:** Garret.Tom@sfgov.org, Micki Jones <sffd22@aol.com>  
**Date:** 09/28/2012 07:47 AM  
**Subject:** Support for Proposal to Require Treatment/Jail for Chronic Inebriates

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**RE: SUPPORT FOR PROPOSAL TO REQUIRE MANDATORY TREATMENT OR JAIL FOR CHRONIC INEBRIATES**

We are pleased Mayor Ed Lee has greenlighted a plan to mandate treatment/rehab, or jail for chronic inebriates who are consuming vast resources and costing the City millions in medical, court and jail expenses. We feel this proposal is good fiscal policy for the City, and shows good will toward all citizens of San Francisco. It is time we recognize the enormity of this problem and take action to not only enforce the law, but to balance the concerns of residents and businesses, along with the need for treatment for chronic inebriates.

On behalf of the Central District Community Police Advisory Board (CPAB), we declare our strong support for this proposal, and hope it will become a reality.

Regards,

Stephanie Greenburg and Micki Jones, Co-chairs, Central District CPAB

--

Steph

# NAD

File 120191  
page

25 September 2012

Dear Supervisor Avalos,

I am opposed to the downsizing of future efficiency apartments from 220 to 150 square feet.

I've visited friends currently living in senior housing in both San Francisco and Berkeley and noticed how little space they have. I'm appalled by the prospect of being confined to an even smaller unit at some future time.

I'm all for building more housing, denser housing, housing for the many people in need but not for calling what is essentially a hotel room an efficiency apartment.

I urge you to vote no today on agenda item #12 file 120191 (Building Code - Definition of Efficiency Unit).

Sincerely yours,

*N. A. Diaman*

Nikos Diaman.





To: BOS Constituent Mail Distribution,  
Cc:  
Bcc:  
Subject: Preserving the Bernal Library Mural - Makes Sense

From: Roland Salvato <rolandsalvato@hotmail.com>  
To: "Ed (Mayor) Lee" <edwin.lee@sfgov.org>,  
Board of Supervisors <board.of.supervisors@sfgov.org>, <tom.decaigny@sfgov.org>,  
Cc: <libraryusers2004@yahoo.com>  
Date: 09/24/2012 06:46 PM  
Subject: Preserving the Bernal Library Mural - Makes Sense

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Dear Mayor, Board of Supervisors and Mr. Decaigny,

I am happy to join the voices in favor of preserving the Bernal Library Mural. Not only is it a historic piece, but apparently refurbishing it would incur only a fraction of the cost of repainting the walls and commissioning a new mural! Now that the mural's restoration has attracted a lot of attention, it seems the public has been awakened to this unique piece of art that not only links San Francisco with its past, but links the Bernal neighborhood with its Chilean and other Latino residents.

Thanks for your support!

**Fishes live in the sea, as men do a-land; the great ones eat up the little ones.**  
-- William Shakespeare

**I have tried lately to read Shakespeare, and found it so intolerably dull that it nauseated me.**  
-- Charles Darwin

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<http://www.youtube.com/watch?v=omtv9QEsj64>