

## EXHIBIT A- DRAFT DATED SEPTEMBER 25, 2017

### PUBLIC-PRIVATE SUPPORT AND COOPERATION FRAMEWORK

THIS PUBLIC-PRIVATE SUPPORT AND COOPERATION FRAMEWORK (this “Agreement”) is made and entered into as of November \_\_\_\_, 2017, by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“City”), acting by and through its Recreation and Park Department (“RPD,” or the “Department”), and RANDALL MUSEUM FRIENDS, a California nonprofit public benefit corporation (“RMF”). The City and RMF shall be referred to herein collectively as the “Parties.”

#### **BACKGROUND**

A. **Recreation and Park Department.** City owns certain real property located at 199 Museum Way in San Francisco, California, consisting of the Randall Museum (the “Museum”) and surrounding land, including, but not limited to, a parking lot and a portion of the surrounding playgrounds (collectively, the “Property”), as more particularly depicted on **Exhibit A** attached hereto. RPD is charged with, among other things, operating the Museum to provide enriching recreational activities and maintain and preserve the facility for the well-being of our diverse community.

B. **Randall Museum Friends.** RMF is a private, nonprofit, public benefit corporation organized for the primary purpose of providing support for the Museum’s operations, programs, and capital projects. RMF is dedicated to providing leadership and support for, and promoting and enhancing the use, appreciation and stature of, the Randall Museum.

C. **Statement of Common Purpose.** The Parties have long worked together on their common mission to improve the Museum and its use. RMF will continue to contribute to this mission with a program based at the Museum to facilitate, among other things: education and the enjoyment of the Museum by children and adults of all ages; the ongoing donation of funds, goods and services for new and improved exhibits and programs, and for future capital improvements; and increased access to the Museum by the public during non-Museum hours for community group meetings and the like and private events. RMF’s donors have made, and continue to make, contributions to RMF on the condition, or with the understanding that, RMF will collaborate with RPD in the planning, rehabilitation, programming, curatorial functions, general management and marketing of the Museum.

D. **History of Support and Cooperation.** The Parties have worked together for over 60 years in many capacities in furtherance of the Common Purpose. RMF has raised several million dollars and contributed countless volunteer hours in support of programs and capital improvements, and has provided ongoing, daily administrative and programming support to Museum staff. In light of the special relationship between the Parties and in recognition of the complimentary resources each party brings to this relationship, the Parties wish to establish the following framework for efficient and mutually beneficial day-to-day interaction, cooperation, support and management and the use of their resources.

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and RMF hereby agree as follows:

**AGREEMENT**

**1. Summary of Terms.** The following is a summary of the basic terms of this Agreement. Each item below shall be deemed to incorporate all the terms set forth in this Agreement pertaining to such item. In the event of any conflict between the information in this Section and any more specific provision of this Agreement, the more specific provision shall control.

Reference Date:	November _____, 2017
Manager:	City & County of San Francisco Recreation and Park Department
Property Name and Location:	The Randall Museum 199 Museum Way San Francisco, CA
Initial Term: (Section 6)	Nine (9) years. Commencement Date: November _____, 2017 Expiration Date: 11:59 p.m., November __, 2026
Fees:	(a) Concession fee: 10% of actual annual revenue or \$20,000.00, whichever is greater. (b) Room Fee: \$1,975.71
Notice Address of City:	Recreation and Park Department General Manager McLaren Lodge 501 Stanyan Street San Francisco, California 94117
Key Contact for the City:	Recreation and Park Department General Manager Telephone No.: (415) 831-2770
Notice Address of RMF:	Randall Museum 199 Museum Way San Francisco, California 94114
Key Contact for RMF:	President of the Board Telephone: (415) 554-9681

**2. Grant of Permission to Use Property.** Subject to the terms and conditions set forth in this Agreement, City confers to RMF, including all agents, employees, volunteers, contractors, representatives and other persons designated by RMF (collectively, its “Agents”), a personal license to enter upon and use (i) the areas inside the Museum to conduct classes; to hold events; to collect donations; to maintain office space; and to coordinate activities by others, including rentals and retail, for food and beverage sales as approved by the General Manger of RPD or his or her designee (“General Manager”) and (ii) the areas outside the Museum identified on Exhibit xx for such activities, as approved by the General Manager. In addition, City confers to RMF the nonexclusive right to enter and use the Property as necessary in order to perform its obligations under this Agreement. This Agreement gives RMF a license only, and notwithstanding anything to the contrary herein, does not constitute a grant by City of any ownership, leasehold, easement or other property interest or estate whatsoever in the Property or any portion thereof.

**3. Use of the Museum.** RMF may enter the Museum and have access to the Museum every day at any time in order to conduct classes and perform the other activities described above; RMF shall use reasonable efforts to ensure that all of its staff, agents, and invitees comply with any and all rules, regulations, or restrictions that the Recreation and Park Commission (the “Commission”) may adopt from time to time.

**4. Term of Agreement.** The term of the Agreement shall be nine (9) years (the “Term”), commencing on November\_\_\_\_, 2017 (the “Commencement Date”), and expiring on November 30, 2026 (the “Expiration Date”); provided, however, that either Party may, in its sole and absolute discretion, terminate this Agreement, without cause, any time upon 90 days’ written notice to the other Party.

**5. Fees.** RMF shall charge persons using the facilities on the Property fees or rates authorized by the Park Code or other City law, each as amended from time to time. RMF will collect all revenue for classes and use of facilities on the Property, and will pay RPD a minimum of \$20,000 annually for its use of the Museum or 10% of the actual annual revenue, whichever is greater (the “Revenue Payment”). In the event that it is agreed in advance that a class will be taught by Department staff, RMF shall provide 100% of the revenue for that class to the Department. The above payment may be adjusted to reflect allocations of other expenses by either party provided that it is agreed to in advance in writing by the President of the Board of Directors of RMF and the RPD General Manager. Additionally, RMF will pay an annual fee of \$1,975.71 (the “Room Fee”) for the use of 130 square feet of office space valued at \$1.27 per square foot. The Room Fee is to be paid not later than June 30 of each year. On June 30 of each year thereafter (each, an "Adjustment Date"), the Room Fee payable by RMF shall be adjusted for cost of living changes using the same multiplier as is used to adjust Park Code Fees by the Controller’s office under Park Code Section 12.20.

The above amounts, together with any amounts due for scholarships under Section 6(o) below, will be due and payable 30 days after receipt of an invoice from RPD.

Adjustment of Fees: Closure of Museum: The Revenue Payment, Room Fee and Scholarship Amount, as provided in Section 6(o), will be prorated and adjusted for the period of time that the Museum is closed. The proration will be done on a monthly basis.

## **6. Parties' Cooperative Operation.**

(a) **Annual Work Plan.** By January of each year, the Parties shall establish an annual work plan for the coming fiscal year with specific outcomes and objectives ("Work Plan"). The Parties shall review performance toward the Work Plan once every 6 months. The Work Plan will include, but not be limited to: the planning, organization and implementation of donation and fundraising programs; museum programming; special events; staffing plans sufficient to implement the Museum programming as set forth in subsections (c) and (d) below; marketing and advertising; strategic partnerships, community/user service criteria and on-going maintenance of the Property. Throughout the year, RPD will maintain the staffing as agreed upon in the Work Plan subject to unexpected vacancies that need to be filled and subject to approval by the Mayor and the Board of Supervisors through the City's budget process

(b) **Annual Budget.** The Parties shall work together to develop the annual budget for the entire museum including RMF funded staff and programs.

(c) **Museum Director.** The Department's Manager of Cultural Arts currently serves as the Museum Director (the "Museum Director") in addition to other responsibilities. Subject to approval by the Mayor and the Board of Supervisors through the City's budget process, the Recreation and Park Department shall provide a full-time Randall Museum Director. The Department commits to add a position for this specific purpose in either the Fiscal Year 2018-19 or 2019-20 budget. Pursuant to Section 16.107 (c)(3) of the City Charter, if the City suspends growth in the Department's General Fund baseline in either of these fiscal years, the Department will delay reinstating the position until the next fiscal year in which growth in the General Fund baseline resumes.

(d) **Educational Programming.** In conjunction with the Museum Director and subject to the approval of the General Manager, RMF shall collaborate in the development and provision of educational programming at the Museum and, if and as agreed by RMF and the General Manager on a case-by-case basis, at other RPD facilities. All revenue and fees so generated would comply with the parties' arrangement outlined in Paragraph 5 above. The Work Plan will contain a constituency matrix, and a calendar outlining all of the planned programming for the year including but not limited to Family events, Classes, Drop-In Programs, School Programs, Theater Programs, Community Support Programs, Classes, Camps, and Exhibits.

(e) **Special Programs and Exhibits.** In conjunction with the Museum Director, and subject to the approval of the General Manager, RMF may collaborate in the development, scheduling, booking or producing, or any combination thereof, of special programs and exhibits.

(f) **Docent Training and Recruitment.** RMF and RPD shall each oversee their own staff through the process of recruiting, screening, training and supervising docents or guides to conduct tours for members of the public and perform other tasks at the Museum as necessary

with the advice and input of the General Manager or his or her designee. All docents must have criminal background checks similar to those of RPD employees. Volunteers may be fingerprinted by RPD.

(g) **Volunteer and Intern Training and Recruitment.** RMF and RPD shall oversee the process of recruiting, screening, training and placing volunteers to perform services at the Museum as necessary with the advice and input of the General Manager or his or her designee. Additionally, RMF shall oversee the process of recruiting, screening, training and placing interns to perform services at the Museum as necessary with the advice and input of the General Manager or his or her designee. All volunteers and interns must have criminal background checks similar to those of RPD employees. Volunteers may be fingerprinted by RPD.

(h) **Community Outreach.** RMF and RPD shall jointly conduct at least one meeting per year for the general public to report and solicit community comments on the operation of the Museum. Such meeting shall be held at the Museum upon 30 days' notice posted at the Museum, on the RMF website, the RPD website, and sent to individuals who request to be on a Museum mailing list. Notice will also be sent to any person who has signed up for a class at the Museum in the past year and all RMF members. Additionally, RMF shall work with RPD to ensure that the meeting notice is disseminated widely throughout the City. The input received at these meetings and through other community interaction will be incorporated into the Work Plan as appropriate, determined by RFM and RPD.

(i) **Capital Improvements.** In the event the Parties determine to make any capital improvements to the Property, the Parties shall enter into a separate agreement setting forth the procedures for the design, approvals, funding and execution of such improvements. Capital improvements shall be defined as the addition of a permanent structural improvement or the restoration of some aspect of a property that will either enhance the public's use of the Property or increase its useful life.

(j) **Marketing.** The Parties shall work together to market the Museum's programs and exhibits in order to increase attendance to ensure that a larger and more diverse population continues to be aware and have access to the Museum.

(k) **Decision Making.** RMF and the Museum Director shall at all times use good faith efforts to reach all decisions by consensus. In the event that RMF and the Museum Director are unable to reach consensus, then they shall refer the matter to the President of the Board of Directors of RMF and the General Manager, who shall either (i) resolve the matter between themselves or (ii) select an individual that they believe in good faith to be a neutral, disinterested party who is willing to mediate the disagreement. The Parties agree to attempt to resolve their disagreement and to cooperate with the efforts of any such mediator. Final decision making authority for the Museum rests with the Commission.

(l) **RPD Registration and Reservation System.** Registration for classes at the Museum and permitting of rentals at the Property, as well as payment for classes and rentals ("Revenue"), shall be done through RPD's then-current department-wide system for class registration and permits (the "System"). RMF may manage reservations and payments for school field trips to the Museum separately if registration and payment through the System is not

practically feasible for school field trips. Revenue will reflect deduction of any transaction costs pertaining to the use of the System including any credit card fees.

(m) **Fiscal Agency Fund.** The City will establish a Fiscal Agency Fund (“Fund”) that will be used to hold the Revenue, on a temporary basis, after classes and rentals are paid for through the System. The Revenue belongs solely to RMF and for this reason can be held by the City in the Fund, then disbursed according to the terms of this Agreement.

The System will be used to track revenue from these classes and facility rentals. RPD will reconcile the agency account against the System on a quarterly basis. For each session of classes and facility rentals at the Museum, RPD will transfer 90% of all enrollment proceeds due RMF at the end of each class session. RPD shall provide RMF with a quarterly accounting and reconciliation of the Fund and a final year-end accounting (the “Annual Accounting”). The data supporting these two accountings will be reasonably available to RMF.

(n) **Fundraising.** Consistent with the Work Plan, RMF in conjunction with RPD staff shall plan, organize and implement donation and specific fundraising programs for the benefit of the Museum, and shall meet twice yearly with the General Manager, or his/her designee, to set goals for, and allocate the proceeds from, such fundraising. RMF will accept money from donors or grants, establish and maintain accounts for such money and expend such money pursuant to the Work Plan. The City’s acceptance of gifts from RMF shall be subject to any approvals by the Commission and/or the Board of Supervisors as required under the policies of the Commission and the City’s Charter and Municipal Code.

(o) **Scholarships.** RMF shall contribute toward scholarships granted by RPD for classes at the Museum in accordance with RPD’s scholarship policies, up to but not to exceed \$10,000 annually (the “Scholarship Amount”). RPD will provide RMF with a quarterly calculation of scholarships for classes at the Museum for that quarter. At the end of each fiscal year, RPD will provide a final calculation as part of the Annual Accounting and RMF will pay the Scholarship Amount to RPD within 30 days of receipt of the Annual Accounting.

(p) **RPD Positions.** RPD acknowledges the unique qualities of the program structure and exhibits at the Randall Museum require a workforce that has specialized skills in exhibit design and maintenance as well as expertise in a number of disciplines. In the event of a vacancy in one of these specialized needs RPD agrees to use good faith effort to ensure that there is staff who can adequately perform these functions as quickly as possible taking into account City mandates on hiring and budget.

## **7. RMF’s Responsibilities.**

(a) **RMF Employees.** RMF shall act as employer of record for RMF’s employees at the Museum. Such individuals shall be employees of RMF and shall be supervised by RMF’s designated supervisor (the “Designated Supervisor”), provided, however, that RMF’s Designated Supervisor shall work with the Museum Director to ensure coordination as appropriate between RMF’s employees and City’s employees at the Museum. RMF shall make or cause to be made all necessary payroll deductions for disability and unemployment insurance, social security,

withholding taxes and other applicable taxes, and prepare, maintain and file or cause to be filed all necessary reports with respect to such taxes or deductions, and all other necessary statements and reports pertaining to labor employed by RMF in or about the Museum. All RMF employees must have criminal background checks similar to those of RPD employees. Any fees associated with background checks are the responsibility of RMF.

RMF's Designated Supervisor will initially be its Administrative Director. If there is a change in the Designated Supervisor, RMF shall notify the Department in writing.

RMF, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. RMF or any agent or employee of RMF shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. RMF or any agent or employee of RMF is liable for the acts and omissions of itself, its employees and its agents. RMF shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to RMF's performing services and work, or any agent or employee of RMF providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and RMF or any agent or employee of RMF. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of RMF's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which RMF performs work under this Agreement. RMF agrees to maintain and make reasonably available to City, upon request and during regular business hours, accurate books and accounting records demonstrating RMF's compliance with this section.

(b) **Payment of Employment Taxes and Other Expenses** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that RMF is an employee for purposes of collection of any employment taxes, the amounts allocated or payable under this Agreement to RMF shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by RMF which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by RMF for City, upon notification of such fact by City, RMF shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to RMF under this Agreement (again, offsetting any amounts already paid by RMF which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, RMF shall not be considered an employee of City. Notwithstanding the foregoing, RMF agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this section.

(c) **Food and Beverage Service.** RMF shall have the authority to operate food and beverage service on site, as approved by the General Manager. All food and beverages sold at the Museum shall be properly prepared and served in compliance with all applicable health and sanitary standards, and all food service and consumption areas will be maintained in a clean and sanitary manner. The quality of food and service will be at least equal to that available at comparable public park facilities in the San Francisco Bay Area. The prices to be charged by RMF or its Agents for all services, food and beverages provided at the Museum shall be fair and reasonable, taking into account the cost of such services, food and beverages, prices assessed at comparable public park facilities in the San Francisco Bay Area, and RMF's charitable mission. The Parties shall review on at least an annual basis the products offered at the Museum and prices thereof to ensure compliance with the provisions of this subsection.

(d) **Miscellaneous Services.** RMF shall perform such other services related to the Museum as agreed upon by RMF and the General Manager.

(e) **Property Rentals and Permitting.** RMF may schedule and coordinate the use of the Property by clubs, community groups, members of the public and other organizations ("Other Users"), provided that activities of such Other Users are consistent with the mission and goal of the Museum, subject to the approval of the Museum Director and in compliance with RPD permitting requirements. All Other Users shall be charged fees for their use of the Property in accordance with the Park Code or other City law each as amended from time to time, and for any custodial fees deemed necessary by RPD, and reservations shall be made and paid for and permits issued through the System. RMF may charge Other Users holding an event that requires extensive coordination a separate facility coordination fee ("Facility Coordination Fee") at rates approved by the General Manager.

Any rights granted to Other Users shall not interfere with or impact regular Museum programming without the prior consent of the Museum Director.

(f) **Subcontracting Permissible.** With the written prior approval of the General Manager, RMF may elect to enter into agreements with third parties for the performance of any of RMF's rights and duties set forth above. All agreements between RMF and any third party shall require that the third party indemnify the City and County of San Francisco by adding the following language to all such agreements:

[CONTRACTOR] shall indemnify, defend and hold harmless the City, its officers, agents, employees and contractors, and each of them, from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind ("Claims"), arising in any manner out of (a) any activities conducted by [CONTRACTOR] at the Museum, or (b) the negligence or willful misconduct of [CONTRACTOR] in the performance of this Agreement, except to the extent of Claims resulting from the active negligence or willful misconduct of the City or the City's Agents. In addition to [CONTRACTOR'S] obligation to indemnify the City, [CONTRACTOR] specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any



Claim that actually or potentially falls within this indemnity provision, even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to [CONTRACTOR] by the City and continues at all times thereafter. The foregoing indemnity shall include, without limitation, reasonable attorneys' and consultants' fees, investigation and remediation costs and all other reasonable costs and expenses incurred by the indemnified parties. [CONTRACTOR'S] obligations under this Section shall survive the expiration or other termination of this Agreement.

(g) **Rules and Regulations.** RMF and its Agents shall use reasonable efforts to ensure that all users of the Museum comply with any and all rules, regulations or restrictions that the Commission may adopt from time to time.

(h) **Signs.** RMF shall ensure that any new signs made for the Museum are consistent with signage guidelines for the Museum generally, but will not be required to change or replace existing signs in the event signage guidelines change unless they are changed by law. The current signage guidelines are attached as **Exhibit B** to this Agreement.

(i) **Compliance with Laws.** RMF shall, at its expense, conduct and cause to be conducted all activities on the Property allowed hereunder in a safe and reasonable manner and in compliance with all laws, regulations, codes, ordinances and orders of any governmental or other regulatory agency, including, without limitation, the performance of its obligations under this Agreement for the use and operation of the Museum. RMF shall not use or occupy the Museum in an unlawful, noisy, improper or offensive manner and shall use reasonable efforts to prevent any occupancy of the Museum or use made thereof that is unlawful, noisy, improper or offensive or contrary to any law or ordinance applicable to the Museum. RMF shall not cause or maintain any nuisance in or about the Museum, and shall use reasonable efforts to prevent any person from doing so. Subject to the City's obligation to maintain the Museum, RMF shall not cause or permit any rubbish, dirt or refuse to accumulate on the Property.

(j) **Revenues.** RMF shall provide quarterly financial statements and an Annual Financial Report to the General Manager or his or her designee. RMF shall keep or cause to be kept accurate financial records of all revenue collected on behalf of the Museum. All revenues generated under this Agreement will be used for the benefit of the Museum in accordance with the Work Plan.

## **8. City's Operational Responsibilities.**

(a) **Facilities Supervision.** The Museum Director shall be responsible for the overall operation and management of the Museum. The RMF Board President may provide input based on the objectives in the Work Plan for purposes of the annual performance evaluation of the Museum Director performed by RPD. In the event of a vacancy in the position of the Museum Director, RMF will be included in the process of selecting a new Museum Director. The Parties acknowledge and agree that all employment and discharge decisions and procedures for City employees shall be subject to all applicable Laws, including without limitation, any approvals by the Civil Service Commission, if applicable.

(b) **Maintenance.** City shall be responsible for all ongoing maintenance of the Museum. The City shall be responsible for maintaining the Museum in a clean, safe and working condition and repairing any portion thereof as necessary, in accordance with the standards developed by the Controller's Office (known as the "Prop C Standards").

(c) **Utilities.** The City shall be responsible for all utility service and utility infrastructure at the Museum, including telephone, internet service, electricity, natural gas, sewage and waste collection, and costs for the operation of the security system installed in the Museum as of the Commencement Date.

(d) **Gardening.** The City shall be responsible for all ongoing maintenance of the gardens, lawns, irrigation and grounds. City shall be responsible for maintaining the Property in a clean, safe and working condition and for replanting any portion thereof as necessary, in accordance with the standards developed by the Controller's Office (known as the "Prop C Standards").

(e) **Operational Safety:** The City shall be responsible for the safe operation of the hands-on crafts and science studios at the Museum as they may be adjusted from time to time. The studios currently include: a complete woodworking shop with many stationary and hand-held power tools; a ceramics studio with high temperature gas and electric kilns; a STEM (science-technology-engineering and mathematics) lab with high tech laser cutters, CNC routers, and other advanced fabrication equipment; and a fully equipped science lab with chemical and other experimental apparatus. RPD shall be responsible for ensuring that staff designated to supervise or staff the facilities have proper credentials and experience to ensure the ongoing safe operation of these amenities.

(f) **Animal Care.** The City shall be responsible for ensuring all animals at the Museum are cared for in a safe and humane manner, as recommended by the American Zoological Society. In addition, the City is responsible for ensuring that animals are cared for in such a way that the public visiting them are also kept safe.

## **9. Intellectual Property; Grant of License.**

Except as otherwise provided, no intellectual property rights, including without limitation any trademarks, copyrights, trade names, service marks, images and technology of either Party, are transferred by this Agreement, and all such intellectual property rights are and shall remain the property of each respective party.

(a) **Logo/Trademark License.** Subject to the provisions of this Section 9, the RMF hereby grants to City during the term hereof a non-exclusive, non-transferable, fully paid, royalty-free license and right to use the name and likeness of the Museum used as logos and/or trademarks by RMF (the "Marks") and approved for use in accordance with this Agreement. City acknowledges RMF's sole and exclusive rights in its Marks, undertakes not to challenge the validity of such Marks and agrees not to take any actions inconsistent with such ownership. All goodwill arising out of the use of the Marks by RMF and the City shall inure to the benefit of and be on behalf of RMF and the City. In accordance with San Francisco Administrative Code §

1.6 governing the use of the City's Corporate Seal, if RMF wishes to seek permission to use the City's Corporate Seal, RMF must follow the procedures set forth in Administrative Code § 1.6 and seek prior approval from the Board of Supervisors. The City hereby grants to RMF during the term hereof a non-exclusive, non-transferrable, fully paid, royalty free license and right to use the Department's logo in its publicity, literature and other materials relating to RMF's activities at the Museum.

(b) **Merchandising.** RMF may develop and produce merchandise related to the Museum, including, without limitation, appropriate literature, illustrative materials and other goods or items that increase visitor understanding and appreciation of the Museum, its history, and its programs. Such merchandise may bear the name, image, logo or likeness of the Museum ("Branded Merchandise") and must bear the name, image or logo of the San Francisco Recreation and Park Department. RMF shall obtain the Department's prior written approval of the use of the logos before selling or distributing such merchandise or materials under this Agreement. RMF shall work with the Department to arrange for the sale of all such merchandise, as well as other high-quality merchandise (collectively, "Merchandise"). Either RMF or the City also may sell any Branded Merchandise developed hereunder at locations away from the Museum (including, without limitation, through catalogs and Internet sites). The Department, in its sole discretion, shall have the right to determine and control the nature, quality and type of merchandise which may be sold by RMF in, or associated with, the name of the Museum or the Department. The General Manager or his or her designee shall review and approve in advance the production and use of any Branded Merchandise, and to remove any items for sale that is deemed inappropriate. In order to protect the goodwill associated with the Department's name, trademarks and logos, RMF agrees to cooperate with the Department to facilitate the Department's reasonable control over the nature and quality of the goods and services with which the Marks are to be used in commerce. RMF also agrees to supply the Department with specimens of its uses of the Marks and Copyrighted Works from time to time for inspection by the General Manager on reasonable written request and to provide the Department with all merchandise or other materials using such Marks and Copyrighted Works upon the termination of this Agreement.

(c) **Works for Hire.** If, in connection with services performed under this Agreement, RMF or its subcontractors create artwork, logos, trademarks or service marks, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by RMF or its subcontractors under this Agreement are not works for hire under U.S. law, RMF hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the Department, RMF may retain and use copies of such works for reference and as documentation of its experience and capabilities. RMF hereby transfers and assigns to the City all of RMF's right, title and interest in logos, trademarks or service marks featuring or depicting the Museum which RMF may create during the Term of this Agreement.

## **10. Liens and Encumbrances.**

(a) **Liens.** During the Term, RMF and the City shall keep the Museum free from any liens arising out of any work performed, material furnished or obligations incurred by or for the Museum.

(b) **Encumbrances.** RMF shall not create, permit or suffer any liens or encumbrances affecting the Museum or any portion of the Museum's or the City's interest therein or under this Agreement.

(c) **Books and Records; Audit.** The Controller of the City or a duly authorized agent or representative of the City shall have the right to examine the books and records of RMF at any time upon prior reasonable notice during normal business hours for the purpose of auditing the same, including, at the City's discretion and expense, a formal independent audit conducted by the City's Audit Division.

(d) **Possessory Interest Tax.** The Parties do not intend hereby to establish a possessory interest. In the event, however, that it is determined that this Agreement creates a possessory interest subject to property taxation, RMF agrees to pay any such levied tax.

(e) **Taxes, Assessments, Licenses, Permit Fees and Liens.** RMF shall pay any and all real and personal property taxes, general and special assessments, excises, licenses, permit fees and other charges and impositions of every description levied on or assessed against RMF's personal property. RMF shall make all such payments directly to the charging authority when due and payable, and in any case, reasonably prior to delinquency.

(f) **Patrons Audit.** The Museum shall participate in the City's Patrons Audit program, whereby signs provided by the City will be clearly posted at each point of sale, stating that receipts are to be given for each purchase, and that, if a receipt is not given, the patron shall be allowed some form of compensation as mutually agreed by the Parties. Any such sign shall be considered pre-approved pursuant to Section 7(f) of this Agreement.

## **11. Indemnity.**

(a) **RMF Indemnity.** RMF shall indemnify, defend and hold harmless the City, its officers, agents, employees and contractors, and each of them, from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind ("Claims"), arising in any manner out of (a) the use hereunder by RMF, its officers, employees, agents, contractors or subcontractors (collectively, "Agents"), its invitees, guests or business visitors (collectively, "Invitees"), of the Randall Museum or other City property, or any part thereof, (b) any activities conducted thereon by RMF, its Agents or Invitees, or (c) the negligence or willful misconduct of RMF or its Agents in the performance of this Agreement, except to the extent of Claims resulting from the active negligence or willful misconduct of the City or the City's Agents. In addition to RMF's obligation to indemnify the City, RMF specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any Claim that actually or potentially falls within this indemnity provision, even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to RMF by the City

and continues at all times thereafter. The foregoing indemnity shall include, without limitation, reasonable attorneys' and consultants' fees, investigation and remediation costs and all other reasonable costs and expenses incurred by the indemnified Parties, including, without limitation, damages for decrease in the value of the Randall Museum and claims for damages or decreases in the value of adjoining property. RMF shall also indemnify and hold City harmless from all loss and liability (including attorneys' fees, court costs and all other litigation expenses) for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark and all other intellectual property claims of any person or persons in consequence of City's acceptance or use of logos, trademarks or other intellectual property created or provided to the City by RMF or the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement. Such obligation shall apply where City's use of RMF's intellectual property is authorized under this or any subsequent agreement between the Parties. RMF's obligations under this Section shall survive the expiration or other termination of this Agreement.

(b) **RPD Indemnity.** City shall indemnify, defend and hold harmless RMF, its officers, agents, employees and contractors, and each of them, from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind ("Claims"), arising in any manner out of (a) the use hereunder by City, its employees, agents, contractors or subcontractors (collectively, "Agents"), its invitees, guests or business visitors (collectively, "Invitees"), of the Randall Museum or other City property, or any part thereof, (b) any activities conducted thereon by the City, its Agents or Invitees, (c) the active negligence or willful misconduct of the City or its Agents in the performance of this Agreement (d) the physical condition of the Property, except to the extent of Claims resulting from the active negligence or willful misconduct of RMF or RMF's Agents or (e) liability resulting from animals at the Museum, except to the extent of Claims resulting from the active negligence or willful misconduct of RMF or RMF's Agents. In addition to the City's obligation to indemnify RMF, the City specifically acknowledges and agrees that it has an immediate and independent obligation to defend RMF from any Claim that actually or potentially falls within this indemnity provision, even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to the City by RMF and continues at all times thereafter. The foregoing indemnity shall include, without limitation, reasonable attorneys' and consultants' fees, investigation and remediation costs and all other reasonable costs and expenses incurred by the indemnified Parties, including, without limitation, damages for decrease in the value of the Randall Museum and claims for damages or decreases in the value of adjoining property. The City's obligations under this Section shall survive the expiration or other termination of this Agreement.

## **12. Insurance:**

(a) RMF, at no cost to the City, shall procure and keep in effect at all times during the Term insurance as follows:

- i. Commercial general liability insurance with limits not less than **Two Million Dollars (\$2,000,000)** each occurrence and **\$4,000,000** general aggregate combined single limit for bodily injury and property damage, including contractual liability, independent contractors, broad-form property damage,

fire damage legal liability (of not less than Two Hundred Fifty Thousand Dollars (\$1,000,000), personal injury, products and completed operations, and explosion, collapse and underground XCU. If the operation of RMF's business includes food sales, such coverage shall include Food Products Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence. If the operation of RMF's business includes the sale of alcoholic beverages, such coverage shall include legal liquor liability coverage with limits not less than One Million Dollars (\$1,000,000) each occurrence.

- ii. Worker's Compensation Insurance with Employer's Liability Limit not less than One Million Dollars (\$1,000,000) each accident.
- iii. Sexual molestation and abuse coverage with minimum limits of \$2,000,000 per occurrence and \$4,000,000 in the aggregate. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability.
- iv. Business automobile liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for bodily injury and property damage, including owned and non-owned and hired vehicles, as applicable, if RMF uses automobiles in connection with its use of the Property.
- v. Business Interruption Insurance insuring that the Permit Fee will be paid to City for a period of at least one (1) year if RMF is unable to operate its business at the Property. Such insurance shall also cover business interruptions due to failures or interruptions in telecommunications services, strikes, employee lockouts, riots, or other civil commotion. To calculate Permit Fee during any such interruption of business, the Permit Fee for the 12-month period immediately preceding the incident causing the business interruption shall be used.
- vi. Such other risks in such amounts as City's Risk Manager may from time to time reasonably require

**(b) General Requirements.** All insurance provided for under this Agreement shall be effected under valid enforceable policies issued by insurers of recognized responsibility and reasonably approved by City.

- i. Should any of the required insurance be provided under a claims-made form, RMF shall maintain such coverage continuously throughout the term hereof and, without lapse, for a period of three (3) years beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the Term give rise to claims made after expiration or termination of this Agreement, such claims shall be covered by such claims-made policies.
- ii. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims

investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.

iii. All liability insurance policies shall be endorsed to provide the following:

Name the City and County of San Francisco, its officers, agents and employees, as additional insureds, as their respective interests may appear hereunder

That such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought. Such policies shall also provide for severability of interests and that an act or omission of one of the named insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to any insured, and shall afford coverage for all claims based on acts, omissions, injury or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period.

All policies shall be endorsed to provide thirty (30) days' advance written notice to City of cancellation, non-renewal or reduction in coverage, mailed to the address(es) for City set forth in the Basic Agreement Information.

- iv. Each insurance policy required hereunder shall be issued by an insurance company licensed in the State of California and with a general policyholders' rating of "A-" or better and a financial size ranking of "Class VIII" or higher in the most recent edition of Best's Insurance Guide.
- v. RMF shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and RMF as additional insureds.

**(c) Proof of Insurance.** RMF shall deliver to City certificates of insurance in form and with insurers satisfactory to City, evidencing the coverages required hereunder and specifically and clearly referencing the Property, on or before the Commencement Date, together with complete copies of the policies promptly upon City's request, and RMF shall provide City with certificates or policies thereafter at least thirty (30) days before the expiration dates of expiring policies. In the event RMF shall fail to procure such insurance, or to deliver such policies or certificates, City may, at its option, procure the same for the account of RMF, and the cost thereof shall be paid to City within five (5) days after delivery to RMF of bills therefore. RMF shall cause a copy of each certificate and renewal certificate required hereunder to be delivered to both the physical address and the email address for delivery of insurance certificates specified in Section 17 (Notices) of this Agreement

**(d) Review of Insurance Requirements.** RMF and City shall periodically review the limits and types of insurance carried pursuant to this Section. If the general commercial practice

in the City and County of San Francisco is to carry liability insurance in an amount or coverage materially greater than the amount or coverage then being carried by RMF with respect to risks comparable to those associated with the Property, then, at City's option, RMF shall increase at its sole cost the amounts or coverages carried by RMF to conform to such general commercial practice.

**(e) No Limitation on Indemnities.** RMF's compliance with the provisions of this Section shall in no way relieve or decrease RMF's indemnification obligations under Sections 11(b) and 12(b) hereof, or any of RMF's other obligations or liabilities under this Agreement.

**(f) Lapse of Insurance.** Notwithstanding anything to the contrary in this Agreement, City may elect, in City's sole and absolute discretion, to terminate this Agreement upon the lapse of any required insurance coverage by written notice to RMF.

**(g) City's Self Insurance.** RMF acknowledges that City self-insures against casualty, property damage and public liability risks and agrees City shall not be required to carry any third party insurance with respect to the Property or otherwise.

**(h) Waiver of Subrogation.** Notwithstanding anything to the contrary contained herein, to the extent permitted by their respective policies of insurance, City and RMF each hereby waive any right of recovery against the other party and against any other party maintaining a policy of insurance covering the Property or other City property and their contents, or any portion thereof, for any loss or damage maintained by such other party with respect to the Property, other City Property or any portion thereof or the contents of the same or any operation therein, whether or not such loss is caused by the fault or negligence of such other party. If any policy of insurance relating to the Property or other City property carried by RMF does not permit the foregoing waiver or if the coverage under any such policy would be invalidated due to such waiver, RMF shall obtain, if possible, from the insurer under such policy a waiver of all rights of subrogation the insurer might have against City or any other party maintaining a policy of insurance covering the same loss, in connection with any claim, loss or damage covered by such policy.

**13. Surrender.** Upon the expiration of this Agreement or within ten (10) days after any sooner revocation or other termination of this Agreement, RMF shall surrender the Museum in the same condition as received, as improved pursuant to this Agreement, and broom-clean, free from hazards, and clear of all debris. At such time, RMF shall remove all of its property from the Museum, and shall repair, at its cost, any damage to the Museum caused by such removal. Finally, RMF shall deliver to the General Manager the originals of all books, permits, plans, records, licenses, contracts, artwork, product development materials, other intellectual property and other documents pertaining to the Museum and its operation, any insurance policies, bills of sale or other documents evidencing title or rights of the City, and any and all other records or documents pertaining to the Museum, whether or not enumerated herein, which are requested by the General Manager or necessary or desirable for the ownership and operation of the Museum, which are in RMF's possession.



**14. Damage or Destruction.**

(a) **Partial Destruction or Damage.** If the Property is partially destroyed or damaged, the City shall determine, in its sole and absolute discretion, whether it wishes to continue to operate the Property. Should the City elect to continue the operation of the Property, the City shall proceed with the reconstruction of the damaged portion of the Property. If any portion of the Property or any City property located on or about the Property is damaged by RMF or its staff, agents, or invitees, except for ordinary wear and tear from operation of the Museum, RMF shall promptly repair any and all such damage and restore the affected property to its previous condition.

(b) **Agreement during Reconstruction.** In the event that the City elects to reconstruct the damaged portions of the Property, the General Manager will make a determination as to whether the Museum will continue to operate during the reconstruction period. If the General Manager determines that the Museum will operate during such time, this Agreement shall remain in full force and effect. If the General Manager determines that the Museum will not operate during all or part of the reconstruction period, the General Manager shall suspend this Agreement during such period of inoperability.

(c) **Total Destruction.** If the Museum is totally destroyed from any cause, whether or not covered by the insurance required hereunder, this Agreement shall automatically terminate as of the date of such total destruction.

**15. Events of Default.** Any failure by RMF or RPD to perform any of the terms, conditions, or covenants under this Agreement shall constitute a Default. Upon written notice of such default by either Party, and failure of the other Party to comply with a reasonable opportunity to cure such default, the non-defaulting Party may terminate this Agreement.

**16. Notices.** Except as otherwise expressly provided herein, any notices given under this Agreement shall be effective only if in writing and given by delivering the notice in person or by sending it first mail or certified mail, with a return receipt requested, with postage prepaid, or by commercial overnight courier, return receipt requested, with postage prepaid, addressed as follows:

City: Recreation and Park Department  
Property Management  
McLaren Lodge  
501 Stanyan Street  
San Francisco, California 94117

RMF: Randall Museum Friends  
Randall Museum  
199 Museum Way  
San Francisco, California 94114  
Attn: President of the Board

Any notice shall be given to such other address as either the City or RMF may designate as its new address for such purpose by notice given to the other in accordance with the provisions of this Section 17 at least ten (10) days prior to the effective date of such change. Any notice hereunder shall be deemed to have been given two (2) days after the date when it is mailed if sent by first-class or certified mail, one day after the date it is made if sent by commercial overnight courier, or upon the date personal delivery is made, and any refusal by either Party to accept the attempted delivery of any notice, if such attempted delivery is in compliance with this Section 17 and applicable laws, shall be deemed receipt of such notice.

**17. No Implied Waiver.** No failure by City to insist upon the strict performance of any obligation of RMF under this Agreement or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues, no acceptance of full or partial Permit Fee or other payments during the continuance of any such breach, or possession of the Property prior to the expiration of the Term by any Agent of City, shall constitute a waiver of such breach or of City's right to demand strict compliance with such term, covenant or condition or operate as a surrender of this Agreement. No express written waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of a default or the performance of any provision hereof shall not be deemed to be a waiver of a subsequent default or performance. The consent of City given in any instance under the terms of this Agreement shall not relieve RMF of any obligation to secure the consent of City in any other or future instance under the terms of this Agreement.

No failure by RMF to insist upon the strict performance of any obligation of RPD under this Agreement or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues, no acceptance of full or partial payments during the continuance of any such breach, shall constitute a waiver of such breach or of RMF's right to demand strict compliance with such term, covenant or condition or operate as a surrender of this Agreement. No express written waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of a default or the performance of any provision hereof shall not be deemed to be a waiver of a subsequent default or performance. The consent of RMF given in any instance under the terms of this Agreement shall not relieve RPD of any obligation to secure the consent of RMF in any other or future instance under the terms of this Agreement.

**18. Amendments.** Neither this Agreement nor any term or provisions hereof may be changed, waived, discharged or terminated, except by a written instrument signed by the Parties hereto. Whenever this Agreement requires or permits the giving by City of its consent or approval, the General Manager of the Department shall be authorized to provide such approval, except as otherwise provided by applicable law, including the Charter. Any amendments or modifications to this Agreement, including, without limitation, amendments to or modifications to the exhibits to this Agreement, shall be subject to the mutual written agreement of City and RMF, and City's agreement may be made upon the sole approval of the General Manager of the Department provided such amendment or modification does not (i) materially increase City's

liabilities or financial obligations under this Agreement, (iii) materially increase the size of the Property, (iv) change the Term of this Agreement, or (v) materially change the permitted uses of the Property. Any proposed amendment which falls into the above specified categories shall require the approval of the Commission, and, if required under the City's Charter or Municipal Code, the Mayor, and the Board of Supervisors.

**19. Authority.** If RMF signs as a corporation, a partnership or a limited liability company, each of the persons executing this Agreement on behalf of RMF does hereby covenant and warrant that RMF is a duly authorized and existing entity, that RMF has and is qualified to do business in California, that RMF has full right and authority to enter into this Agreement, and that each and all of the persons signing on behalf of RMF are authorized to do so. Upon City's request, RMF shall provide City with evidence reasonably satisfactory to City confirming the foregoing representations and warranties.

**20. Interpretation of Agreement.** The captions preceding the articles and sections of this Agreement and in the table of contents have been inserted for convenience of reference only and such captions shall in no way define or limit the scope or intent of any provision of this Agreement. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein and shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the party responsible for drafting any part of this Agreement. Provisions in this Agreement relating to number of days shall be calendar days, unless otherwise specified, provided that if the last day of any period to give notice, reply to a notice or to undertake any other action occurs on a Saturday, Sunday or a bank or City holiday, then the last day for undertaking the action or giving or replying to the notice shall be the next succeeding business day. Use of the word "including" or similar words shall not be construed to limit any general term, statement or other matter in this Agreement, whether or not language of non-limitation, such as "without limitation" or similar words, are used. Unless otherwise provided herein, whenever the consent of City is required to be obtained by RMF hereunder, City may give or withhold such consent in its sole and absolute discretion. All such consents may be made by the General Manager acting alone, unless stated to the contrary herein.

**21. Successors and Assigns.** The terms, covenants and conditions contained in this Agreement shall bind and inure to the benefit of City and RMF and, except as otherwise provided herein, their personal representatives and successors and assigns; provided, however, that upon any sale, assignment or transfer by City named herein (or by any subsequent owner) of its interest in the Property as owner, including any transfer by operation of Law, City (or any subsequent owner) shall be relieved from all subsequent obligations and liabilities arising under this Agreement subsequent to such sale, assignment or transfer.

**22. Severability.** If any provision of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by Law.

**23. Governing Law.** This Agreement shall be subject to, and construed and enforced in accordance with, the Laws of the State of California and the City's Charter and Municipal Code.

**24. Entire Agreement.** This instrument (including the exhibits hereto, which are made a part of this Agreement) contains the entire agreement between the Parties and supersedes all prior written or oral negotiations, discussions, understandings and agreements. The Parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts of this Agreement and any changes there from) may be introduced in any judicial, administrative or other legal proceeding involving this Agreement. RMF hereby acknowledges that neither City nor City's Agents have made any representations or warranties with respect to the Property or this Agreement except as expressly set forth herein, and no rights, easements or licenses are or shall be acquired by RMF by implication or otherwise unless expressly set forth herein.

**25. Cumulative Remedies.** All rights and remedies of either party hereto set forth in this Agreement shall be cumulative, except as may otherwise be provided herein.

**26. Survival of Indemnities.** Termination of this Agreement shall not affect the right of either party to enforce any and all indemnities, waivers and representations and warranties given or made to the other party under this Agreement, nor shall it affect any provision of this Agreement that expressly states it shall survive termination hereof.

**27. Transfer by City.** If City sells or otherwise transfers the Property, City shall be released from its obligations hereunder arising on or after the date of such sale or transfer and RMF shall look solely to the successor-in-interest to City. This Agreement shall not be deemed to constitute any commitment by City, or create any priority or right in favor of RMF, with regard to any future sale or other disposition of the Property, or any portion thereof.

**28. Non-Liability of City Officials, Employees and Agents.** No elective or appointive board, commission, member, officer, employee or other Agent of City shall be personally liable to RMF, its successors and assigns, in the event of any default or breach by City or for any amount which may become due to RMF, its successors and assigns, or for any obligation of City under this Agreement or otherwise.

**29. Non-Liability of RMF Board Members, Employees and Agents.** No board member, employee or other Agent of RMF shall be personally liable to RPD or City, or their successors and assigns, in the event of any default or breach by RMF or for any amount which may become due to RPD or City, or their successors and assigns, or for any obligation of RMF under this Agreement or otherwise.

**30. Wages and Working Conditions.** With respect to the construction of any Improvements or Alterations, any employee performing services for RMF shall be paid not less than the highest prevailing rate of wages, shall be subject to the same hours and working conditions, and shall receive the same benefits as in each case are provided for similar work performed in the City and County of San Francisco. RMF shall require any contractor to provide, and shall deliver to City every calendar month during any construction period, certified

payroll reports with respect to all persons performing labor in the construction of any Improvements or Alterations on the Property.

**31. Prevailing Wages.** Pursuant to San Francisco Administrative Code Chapter 21.C, unless excepted, Contracts, Leases, Franchises, Permits, and Agreements awarded, let, issued or granted by the City for the use of property owned by the City shall require payment of not less than a prevailing wage to any Individual engaged in theatrical or technical services related to the presentation of a Show (21C.4); Broadcast Services (21C.9); loading or unloading materials, goods, or products into or from a Commercial Vehicle on City property (21C.10); Security Guard Services (21C.11); or Exhibit, Display, or Trade Show Work at a Special Event (21C.8). Capitalized terms in this Section that are not defined in this Agreement shall have the meanings provided in Chapter 21.C.

RMF agrees to comply with and be fully bound by, and to require its Subcontractors to comply with and be fully bound by, the provisions of Chapter 21.C, including, without limitation, the payment of any penalties for noncompliance and other remedies available to the City. The provisions of Chapter 21.C are hereby incorporated by reference and made a part of this Agreement. RMF shall cooperate fully with the Labor Standards Enforcement Officer and any other City official or employee, or any of their respective agents, in the administration and enforcement of the requirements of Chapter 21.C, including, without limitation, any investigation of noncompliance by RMF or its Subcontractors. RMF agrees that the City may inspect and/or audit any workplace or job site involved in or related to the performance of this Agreement, including, without limitation, interviewing RMF's and any Subcontractor's employees and having immediate access to employee time sheets, payroll records, and paychecks for inspection.

RMF may obtain a copy of the current Prevailing Rate of Wages from City by contacting its Office of Labor Standards Enforcement. RMF acknowledges that the City's Board of Supervisors may amend such Prevailing Rate of Wages and agrees that RMF and any Subcontractors shall be bound by and shall fully comply with any such amendments by the Board of Supervisors.

**32. Supervision of Minors.**

(a) **Records Request.** If any person applies for employment or for a volunteer position with RMF, or any subcontractor, in which such applicant would have supervisory or disciplinary power over a minor or any person under such applicant's care, then RMF, and any subcontractors providing services at the Property, shall request from the California Department of Justice records of all convictions or any arrest pending adjudication of such applicant involving the offenses listed in Welfare and Institution Code Section 15660(a), in accordance with the procedures established in California Penal Code Section 11105.3.

(b) **Restriction on Hires for Recreational Sites.** If RMF, or any subcontractor, is providing services under this Agreement at a City park, playground, recreational center or beach (separately and collectively, "Recreational Site"), RMF shall not hire, and shall prevent its subcontractors from hiring, any person for employment or a volunteer position to provide

supervisory or disciplinary power over a minor or any person under his or her care if that person has been convicted of any offense listed in Welfare and Institution Code Section 15660(a).

(c) **Notice Required for Sites Other Than Recreational Sites.** If RMF, or any of its subcontractors, hires an employee or volunteer to provide services to minors at any location other than a Recreational Site, and that employee or volunteer has been convicted of an offense specified in Penal Code Section 11105.3(c), then RMF shall comply, and cause its subcontractors to comply, with Penal Code Section 11105.3(c) and provide written notice to the parents or guardians of any minor who will be supervised or disciplined by the employee or volunteer not less than ten (10) days prior to the day the employee or volunteer begins his or her duties or tasks. RMF shall provide, or cause its subcontractors to provide, City with a copy of any such notice at the same time that it provides notice to any parent or guardian, to the extent permitted by law.

(d) **General Requirements.** RMF shall expressly require any of its subcontractors with supervisory or disciplinary power over a minor to comply with this Section of the Agreement as a condition of its contract with the subcontractor. RMF acknowledges and agrees that failure by RMF or any of its subcontractors to comply with any provision of this Section of this Agreement shall constitute an Event of Default. RMF further acknowledges and agrees that such Event of Default shall be grounds for the City to terminate the Agreement, partially or in its entirety, to recover from RMF any amounts paid under this Agreement, and to withhold any future payments to RMF. The remedies provided in this Section shall not limited any other remedy available to the City hereunder, or in equity or law for an Event of Default, and each remedy may be exercised individually or in combination with any other available remedy. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

**Employee Signature Authorization Ordinance.** City has enacted an ordinance at Chapter 23, Article VI of its Administrative Code, commencing at Section 23.50 (the "Ordinance"), which may apply to employers of employees in hotel or restaurant projects on City property with more than fifty (50) employees. The terms of the Ordinance are expressly incorporated herein by reference. To the extent RMF or its successors or assigns employs employees in a hotel or restaurant in the Property within the scope of the Ordinance, RMF hereby agrees as a material condition of this Agreement to enter into and abide by a Card Check Agreement with a Labor Organization or Organizations seeking to represent RMF's employees, if and as required by the Ordinance, and to otherwise fully comply with the requirements of the Ordinance. RMF recognizes that, if the Ordinance applies to RMF's operations on the Property, RMF must enter into a Card Check Agreement with a Labor Organization(s) as specified by the Ordinance before executing this Agreement and that being party to such a Card Check Agreement(s) is a condition precedent of rights or obligations under this Agreement.

### **33. Non-Discrimination in City Contracts and Benefits Ordinance.**

(a) **Covenant Not to Discriminate.** In the performance of this Agreement, RMF covenants and agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, height, weight, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee of, any City employee

working with, or applicant for employment with RMF, in any of RMF's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by RMF.

**(b) Subcontracts.** RMF shall include in all subcontracts relating to the Property a non-discrimination clause applicable to such subcontractor in substantially the form of subsection (a) above. In addition, RMF shall incorporate by reference in all subcontracts the provisions of Sections 12B.2 (a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. RMF's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

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

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

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

**34. No Relocation Assistance; Waiver of Claims.** RMF acknowledges that it will not be a displaced person at the time this Agreement is terminated or expires by its own terms, and RMF fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action (including, without limitation, consequential and incidental damages) against, and covenants not to sue, City, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, under any Laws, including,

without limitation, any and all claims for relocation benefits or assistance from City under federal and state relocation assistance laws (including, but not limited to, California Government Code Section 7260 *et seq.*), except as otherwise specifically provided in this Agreement with respect to a Taking. For purposes of this Agreement, "**Taking**" means a taking or damaging, including severance damage, by eminent domain, inverse condemnation or for any public or quasi-public use under law. A Taking may occur pursuant to the recording of a final order of condemnation, or by voluntary sale or conveyance in lieu of condemnation or in settlement of a condemnation action.

**35. MacBride Principles - Northern Ireland.** The City and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1, *et seq.* The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. RMF acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

**36. Conflicts of Interest.** Through its execution of this Agreement, RMF acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 *et seq.* and Section 1090 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which would constitute a violation of such provisions, and agrees that if RMF becomes aware of any such fact during the term of this Agreement RMF shall immediately notify City.

**37. Tropical Hardwood and Virgin Redwood Ban.** RMF shall not permit the use of any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product in or on the Property or otherwise in the performance of this Agreement. The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product. In the event RMF fails to comply in good faith with any of the provisions of Chapter 8 of the San Francisco Environment Code, RMF shall be liable for liquidated damages for each violation in any amount equal to RMF's net profit on the contract, or five percent (5%) of the total amount of the contract dollars, whichever is greater.

**38. Tobacco Product Advertising and Sale Prohibition.** RMF acknowledges and agrees that no advertising or sale of cigarettes or tobacco products is allowed under this Agreement. This advertising prohibition includes the placement of the name of a company producing, selling, or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local or nonprofit entity designed to (i) communicate the health hazards of cigarettes and tobacco products, or (ii) encourage people not to smoke or to stop smoking.

**39. Prohibition of Alcoholic Beverage Advertising.** RMF acknowledges and agrees that no advertising of alcoholic beverages is allowed on the Property. For purposes of this section, "alcoholic beverage" shall be defined as set forth in California Business and Professions



Code Section 23004, and shall not include cleaning solutions, medical supplies and other products and substances not intended for drinking. This advertising prohibition includes the placement of the name of a company producing, selling or distributing alcoholic beverages or the name of any alcoholic beverage in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local, nonprofit or other entity designed to (i) communicate the health hazards of alcoholic beverages, (ii) encourage people not to drink alcohol or to stop drinking alcohol, or (iii) provide or publicize drug or alcohol treatment or rehabilitation services.

**40. First Source Hiring Ordinance.** The provisions of San Francisco Administrative Code Chapter 83, the First Source Hiring Program, are incorporated in this Section by reference, and are made a material part of this Agreement as though fully set forth herein. As an essential term of, and consideration for, this Agreement, unless exempted by the City's Office of Economic and Workforce Development, RMF shall enter into a First Source Hiring Agreement with the City, on or before the effective date of the Agreement. RMF shall keep, and provide to the City, accurate records demonstrating its compliance with the First Source Hiring Program. Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the Office of Economic and Workforce Development.

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

**42. Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

**43. Inability to Perform.** If either party is unable to perform or is delayed in performing any of its obligations under this Agreement, by reason of acts of God, accidents, breakage, repairs, strikes, lockouts, other labor disputes, protests, riots, demonstrations, inability to obtain utilities or materials or by any other reason beyond the party's reasonable control, no such inability or delay shall impose any liability upon the party by reason of inconvenience, annoyance, interruption, injury or loss to or interference with the other party's business or use of the Property or any loss or damage occasioned thereby.

**44. Notification of Limitations on Contributions.** Through its execution of this Agreement, RMF acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the selling or leasing of any land or building to or from the City whenever such transaction would require approval by a City elective officer, the board on which that City

elective officer serves, or a board on which an appointee of that individual serves, from making any campaign contribution to (a) the City elective officer, (b) a candidate for the office held by such individual, or (c) a committee controlled by such individual or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. RMF acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. RMF further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of RMF's board of directors, and RMF's chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than twenty percent (20%) in RMF; any subcontractor listed in the contract; and any committee that is sponsored or controlled by RMF. Additionally, RMF acknowledges that RMF must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. RMF further agrees to provide to City the name of the each person, entity or committee described above.

**45. Public Transit Information.** RMF shall establish and carry on during the Term a program to encourage maximum use of public transportation by personnel of RMF employed on the Property, including, without limitation, the distribution to such employees of written materials explaining the convenience and availability of public transportation facilities adjacent or proximate to the Property and encouraging use of such facilities, all at RMF's sole expense.

**46. Drug-Free Workplace.** RMF acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, possession or use of a controlled substance is prohibited on City property. RMF agrees that any violation of this prohibition by RMF, its Agents or assigns shall be deemed a material breach of this Agreement.

**47. Preservative-Treated Wood Containing Arsenic.** As of July 1, 2003, RMF may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Environment Code Chapter 13 is obtained from the Department of Environment under Section 1304 of the Environment Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniac copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. RMF may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of Environment. This provision does not preclude RMF from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

**48. Resource Efficiency.** RMF acknowledges that the City and County of San Francisco has enacted San Francisco Environment Code Sections 700 to 707 relating to resource-efficient buildings and resource-efficient pilot projects. RMF hereby agrees that it shall comply with all applicable provisions of such code sections.

**49. Food Service Waste Reduction Requirements.** RMF agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, RMF agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, without limiting City's other rights and remedies, RMF agrees that the sum of \$100 liquidated damages for the first breach, \$200 liquidated damages for the second breach in the same year, and \$500 liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of RMF's failure to comply with this provision.

**50. No Smoking in City Parks.** RMF agrees to comply with Section 1009.81 of the San Francisco Health Code, which provides: "Smoking is prohibited on any unenclosed area of property in the City and County of San Francisco that is open to the public and under the jurisdiction of the Recreation and Park Commission or any other City department if the property is a park, square, garden, sport or playing field, pier, or other property used for recreational purposes, or a farmers' market."

**51. Prohibition of the Sale of Lottery Tickets.** The selling of any lottery tickets on the Property is expressly prohibited.

**52. San Francisco Bottled Water Ordinance.** RMF agrees to comply with all applicable provisions of San Francisco Environment Code Chapter 24 prohibiting the sale or distribution of drinking water in a sealed rigid plastic bottle having a capacity of twenty-one (21) fluid ounces or less at events held on City property with attendance of more than 100 people. A violation of this provision is a material default under this Agreement and is subject to administrative fines as prescribed by San Francisco Environment Code Chapter 24. All terms in this Section are defined in San Francisco Environment Code Chapter 24.

**53. Criminal History in Hiring and Employment Decisions.**

(a) Unless exempt, and subject to the provisions of Section 32 above, RMF agrees to comply with and be bound by all of the provisions of San Francisco Administrative Code Chapter 12T (Criminal History in Hiring and Employment Decisions; "Chapter 12 T"), which are hereby incorporated as may be amended from time to time, with respect to applicants and employees of RMF who would be or are performing work at the Property.

(b) RMF shall incorporate by reference the provisions of Chapter 12T in all subcontracts of some or all of the Property, and shall require all sublicensees to comply with such provisions. RMF's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

(c) RMF and sublicensees shall not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant's or potential applicant for employment, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

(d) RMF and sublicensees shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection (c) above. RMF and sublicensees shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

(e) RMF and sublicensees shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment with RMF or sublicensee at the Property, that the RMF or sublicensee will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

(f) RMF and sublicensees shall post the notice prepared by the Office of Labor Standards Enforcement ("OLSE"), available on OLSE's website, in a conspicuous place at the Property and at other workplaces within San Francisco where interviews for job opportunities at the Property occur. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the Property or other workplace at which it is posted.

(g) RMF and sublicensees understand and agree that upon any failure to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T or this Agreement, including but not limited to a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

(h) If RMF has any questions about the applicability of Chapter 12T, it may contact the City's Real Estate Division for additional information. City's Real Estate Division may consult with the Director of the City's Office of Contract Administration who may also grant a waiver, as set forth in Section 12T.8.

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

**55. Sustainable Foods.** Sustainable foods are those which, through their production, purchase, and consumption, enhance the health of the environment, producers and consumers through one or more of these methods: growing, processing and distributing locally; using low or no synthetic agricultural chemicals; fairly trading with developing countries; meeting animal welfare standards; processing minimally; no genetic modification; no unnecessary antibiotics; and no added growth hormones.

RMF shall use commercially reasonable efforts to incorporate sustainable food concepts into everyday operations of the business on the Property. City encourages RMF to source sustainable foods by buying certified and/or locally produced food products. Acceptable sustainability certifications are limited to organic certification under the National Organic Standards Act ("USDA Organic), Fair Trade certification, Protected Harvest certification, Food Alliance certification, Rainforest Alliance certification, Certified Humanely Raised and Handled certification, American Humane certification, Marine Stewardship Council certification, and Salmon-Safe certification. Sustainability-related product claims that are acceptable under this clause include "grass-fed" claims, "not treated with artificial growth hormones (RBGH)" claims," produced without the nontherapeutic use of antibiotics" claims, and "raised without added hormones/no hormones added" claims.

Locally produced food products are produced within 200 miles of San Francisco including the following counties in the North Coast, Central Coast, Sacramento and San Joaquin Valleys: Alameda, Amador, Butte, Calaveras, Colusa, Contra Costa, El Dorado, Fresno, Glenn, Kern, Kings, Lake, Madera, Marin, Mariposa, Mendocino, Merced, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Sierra, Solano, Sonoma, Stanislaus, Sutter, Tehama, Tulare, Tuolumne, Yolo, and Yuba counties.

RMF shall also provide an annual report on each anniversary date of this agreement outlining how RMF incorporated these sustainable food concepts into everyday operations of the food and beverage concession and how RMF informed customers and the youth employed by the RMF, if any, regarding sustainable foods. This report shall include the percentage of total sales that were products certified as sustainably produced.

**56. General Provisions.** (a) Except as otherwise expressly required by the City's Charter, any ordinance of City or other applicable law, City's General Manager may exercise all rights, powers and privileges on behalf of City under this Agreement. (b) Time is of the essence in all matters relating to this Agreement. (c) This Agreement is personal to City and RMF and shall not be assigned or otherwise transferred by City or RMF under any circumstances. Subject to this prohibition against transfers, this Agreement shall be binding upon and inure to the benefit and burden of the Parties and their respective heirs, successors and assigns. (d) RMF may not record this Agreement or any memorandum hereof. (e) Each Party shall perform such other acts and duties as may be required to fulfill the terms of this Agreement, and shall perform such other functions related to the operation of the Museum from time to time as the Parties may mutually agree.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

RANDALL MUSEUM FRIENDS, a California nonprofit public benefit corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

CITY:

CITY AND COUNTY OF SAN FRANCISCO, by and through its Recreation and Park Department

By: \_\_\_\_\_

Philip A. Ginsburg

Its: General Manager

APPROVED: RECREATION AND PARK COMMISSION

By: \_\_\_\_\_

Margaret McArthur, Secretary

Date: \_\_\_\_\_

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM:

DENNIS J. HERRERA  
CITY ATTORNEY

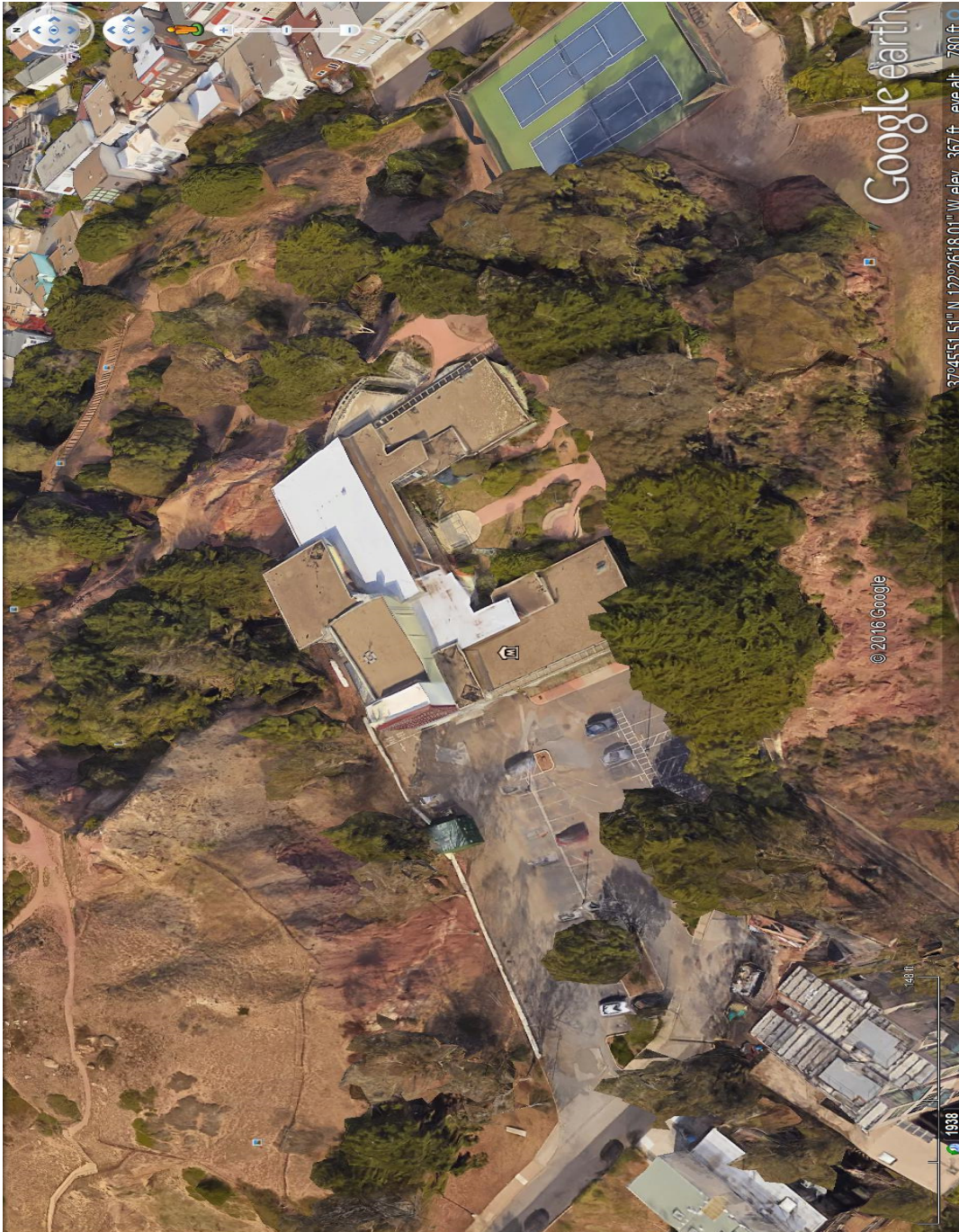
By: \_\_\_\_\_

Manu Pradhan

Deputy City Attorney

**EXHIBIT A**

**Map Depicting License Area**



**EXHIBIT B**  
**Signage Guidelines**