



Edwin M. Lee, Mayor
Philip A. Ginsburg, General Manager

Date: April 3, 2014

To: Recreation and Park Commission
Operations Committee

Through: Philip A. Ginsburg, General Manager
Katharine Petrucione, Division Head

From: Taylor Emerson

Subject: WiFi in the Parks

Agenda Wording

Discussion and possible action to approve a Memorandum of Understanding with the Department of Technology to install WiFi equipment on 31 park properties.

Background

In a unique partnership between the Department of Technology ("DT") and the Recreation and Park Department ("RPD"), the City and County of San Francisco is proposing to expand its Community Broadband Network by providing free wireless access to the internet ("WiFi") for visitors to 31 parks, facilities and plazas across the City. Google has generously donated the cost of procuring and installing this service to the San Francisco Citizens Initiative for Technology and Innovation ("sf.citi"), a non-profit consortium of technology companies, which has, in turn, donated these funds to the Department of Technology. As the operator of the Community Broadband Network, DT will own, operate, and maintain the WiFi equipment in the City's parks.

The San Francisco Planning Department has reviewed the project and issued a notice of exemption determination, finding the proposed project, including all actions described in the MOU exempt from further environmental review under Section 15303(d) of the CEQA Guidelines. This determination is on file with the Clerk of the Board in Board File No. 131216. The Planning Department determined that the installation of WiFi facilities in the manner described below is an accessory use of public parks in San Francisco. This determination is consistent with other jurisdictions. City parks in New York, Seattle, Dallas, and Fresno currently provide this recreational amenity, along with state park systems in California, Minnesota, and Texas. Recreational destinations such as Disneyland and AT&T Park also provide free WiFi, as do Yellowstone National Park and the National Mall.

All 31 parks and plazas under the proposal are owned and maintained by the Recreation and Park Department, and zoned P for Public Use. (See Attachment for a list of the 31 sites). The proposed installations will only use either (1) cobra head street light poles under the jurisdiction of the San Francisco Public Utilities Commission, with whom the Department of Technology will execute a Memorandum of Understanding governing such installation, or (2) cobra head light poles under the

jurisdiction of the Recreation and Park Department, and/or (3) be placed inside existing MTA traffic controller boxes, and/or (4) atop RPD building roofs, out of public view. There will be no signage or decals affixed to the equipment, and all antennas, bridges, routers and boxes will be installed in above grade locations designed not to conflict with recreation areas or accessibility.

At those parks sites with a recreation center, WiFi equipment will be placed on rooftops and inside the recreation center buildings, typically in utility closets or behind the acoustic ceiling, but in all cases not visible by the public. This equipment will provide WiFi access for staff and visitors to recreation centers. At those sites, the Recreation and Park Department will obtain any necessary permits and approvals from the Department of Building Inspection for electrical modifications.

The expected life of the WiFi equipment is five years. Under the MOU, DT has sole responsibility to maintain the equipment. Once RPD notifies DT of a problem, DT will dispatch staff immediately to diagnose and resolve the issue.

The Department of Technology will install the WiFi equipment in a manner that allows it to be easily removed without damaging the sites or leaving any trace of the equipment. At the end of five years, the Department of Technology (as the equipment owner) may choose to remove the equipment, in which case all street poles and other sites would then be returned to original form and function. DT could also choose to leave the equipment in place if the technology is still viable. Regardless, the equipment will be removable and leave no trace following removal.

The installation of WiFi equipment will not reduce, increase, or in any way affect public access to the following: light pole functionality, the use of any park land or park amenity, quantity of parking, trees, or the public right-of-way.

Free WiFi is primarily intended as a recreational amenity to benefit park users, but the wireless signal will extend to some adjacent buildings, pedestrian areas, and roadways. There is no barrier to entry for WiFi users and no commercial signal will be sent or received from any of the equipment.

Implementation of this gift will enable the Recreation and Park Department to provide innovative and enhanced public service. The gift has two key groups of beneficiaries. First and foremost, free WiFi will benefit park users, making the department's parks easier to use and more attractive to visitors. Second, the gift will enhance the department's digital capacity, allowing more recreation centers to offer program registrations and providing basic business connectivity to RPD staff, helping them to work more efficiently and effectively.

Board of Supervisors' Action

On March 18, 2014, the Board of Supervisors approved three related legislative items in order to provide free, wireless internet access at 31 park locations: (1) an accept-and expend resolution for the gift of \$608,000 from sf.citi; (2) a gift acceptance of equipment, software, and services valued at \$701,894 from Ruckus Wireless; and, (3) a gift of equipment, software, and services valued at \$270,000 from Cisco, Inc.

Staff Recommendation: Approve the MOU granting the Department of Technology permission to install and maintain communications equipment, in order to implement the WiFi in the Parks project, and defining the terms of access, standards for acceptance, and other elements of cooperation.

Supported By: Mayor's Office, Supervisor Mark Farrell, Department of Technology, sf.citi, staff

Opposed By: One member of the public has written a letter of opposition

Attachments: List of 31 park sites for WiFi

WiFi Installation
Proposed Parks and Facilities

1. Alamo Square
2. Balboa Park
3. Bernal Heights Recreation Center
4. Boedekker Park
5. Betty Ann Ong (Chinese) Recreation Center
6. Civic Center Plaza
7. Corona Heights (Randall Museum)
8. Crocker Amazon Playground
9. Duboce Park
10. Eureka Valley Recreation Center
11. Gene Friend Recreation Center
12. Hamilton Recreation Center
13. Huntington Park
14. Joseph Lee Recreation Center
15. Justin Herman/Embarcadero Plaza
16. Margaret Hayward Park
17. Marina Green
18. Minnie and Lovie Ward Recreation Center
19. Mission Dolores Park
20. Mission Recreation Center
21. Palega Recreation Center
22. Portsmouth Square
23. Richmond Recreation Center
24. St. Mary's Recreation Center
25. St. Mary's Square
26. Sue Bierman Park
27. Sunset Playground
28. Sunnyside Playground
29. Tenderloin Children's Recreation Center
30. Upper Noe Recreation Center
31. Washington Square

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE SAN FRANCISCO DEPARTMENT OF TECHNOLOGY
AND THE SAN FRANCISCO RECREATION AND PARK DEPARTMENT**

This Memorandum of Understanding (“MOU”) between the San Francisco Department of Technology (“DT”) and the San Francisco Recreation Commission (“Commission”) acting through the Recreation and Park Department (“RPD”) is intended to describe the parties’ responsibilities and obligations with regards to DT’s installation and maintenance of certain equipment needed for a Wi-Fi network serving various RPD parks and open spaces (“Wi-Fi Project”).

I. Background

- A. On _____, 2014, DT entered into a Gift Agreement with San Francisco Citizens Initiative for Technology and Innovation (“SF Citi”) to enable DT to pay for some of the costs to install certain communications facilities needed for the Wi-Fi Project and to operate and maintain those communications facilities for two (2) years; and
- B. In Resolution _____ dated _____, 2014, the San Francisco Board of Supervisors (“Board”): (i) accepted a gift in the amount of six hundred and eight thousand (\$608,000) from SF Citi for the Wi-Fi Project (“Gift”); and (ii) authorized DT to accept expend the funds and assume responsibility for implementing the Wi-Fi Project.
- C. In Resolution _____, the Board also determined that the Wi-Fi Project is supportive of or ancillary to the recreational purposes of the City’s parks and open spaces because the Wi-Fi Project will enable park visitors to access the Internet on their mobile electronic devices thereby enhancing access to and enjoyment of the parks.
- D. To implement the Wi-Fi Project, DT has requested permission from RPD to install certain communication facilities in certain parks and open spaces that are under the jurisdiction of RPD and to maintain those communications facilities for five (5) years, subject to extension by mutual agreement of the parties.
- E. In Resolution _____ dated _____, 2014, the Commission authorized RPD’s General Manager to enter into this MOU granting DT permission to install and maintain certain communication facilities in facilities in certain parks and open spaces that are under the jurisdiction of RPD for the Wi-Fi Project.
- F. DT and RPD have established a Steering Committee comprised of DT and RPD employees designated by the DT Executive Director/CIO and RPD General Manager to oversee the implementation of the Wi-Fi Project.

II. Installation of Communications Facilities

- A. Authorization. RPD authorizes DT to enter the parks and open spaces identified in Exhibit A of this MOU (“Service Areas”) for the purpose of installing certain communications facilities.
- B. Installation. DT shall install the communications facilities in the Service Areas, at its sole cost, subject to obtaining adequate funding as provided in Section VII.A, below, and to the funding shortfall provision contained in Section VII.D, below.

- C. Work Plan. The Steering Committee shall approve a Work Plan for the installation of the communications facilities, which shall include terms and conditions of the installation work specific to each Service Area. Examples of matters that may be included in the Work Plan are the following: hours for construction work; timeline for start/end date for construction (including avoidance of peak-season or interference with scheduled events or activities); access routes for the trucks, equipment, etc.; and, if applicable, access routes for the removal of debris, special conditions regarding debris storage; and the identity of RPD personal to be contacted at each Service Area.
- D. Notice. DT shall notify RPD within a reasonable time prior to commencing the installation of the communications facilities in the Service Areas.
- E. Installation Requirements. DT shall install the communications facilities in the Service Areas: (i) in accordance with designs, plans and specifications approved in advance by the Steering Committee; (ii) in a good and professional manner; (iii) in compliance with all laws (including, without limitation, all health, disabled access and building codes and ordinances); and (iv) subject to the Work Plan and all other conditions that RPD may reasonably impose.
- F. Completion of Installation. Promptly upon completion of the installation of the communications facilities, DT shall furnish RPD with a complete copy of accurate and complete final as-built drawings for such communications facilities showing, in detail, the exact location, depth, and size of such communications facilities.
- G. Maintenance of Service Areas. In connection with its use of RPD properties hereunder, DT shall at all times maintain the Service Areas in a good, clean, safe, secure, sanitary and sightly condition, so far as the Service Areas may be affected by DT's activities hereunder. Immediately following completion of any work permitted hereunder in a Service Area, DT shall remove all debris caused by DT's activities and restore the Service Area to its condition immediately prior to DT's use (other than the presence of the communication Facilities), to the reasonable satisfaction of RPD.

III. Use, Operation, Maintenance, and Removal

- A. Use of Communications Facilities. DT shall use to communications facilities to provide free, wireless, unsecured access to the Internet to any user located within the physical boundaries of any Service Area ("Internet Service") for a period of at least two (2) years from activation of the Internet Service ("Service Activation Date"). DT will notify RPD of the Service Activation Date.
- B. Operation and Maintenance. During the Term of this MOU, DT shall operate and maintain the communications facilities. DT's operation and maintenance obligations, however, are subject both to DT obtaining adequate funding as provided in Section VII.B, below, and to the funding shortfall provision contained in Section VII.D, below.
- C. Inspections. As part of its obligation to maintain the communications facilities, DT will regularly monitor the communications facilities electronically to ensure that they are in good working order.
- D. Repairs. RPD shall immediately report all known problems with the communications facilities to DT. Upon notice from RPD or from any other source that any of the communications facilities are not in good working order, DT shall ensure that qualified personnel are dispatched immediately to locate, assess, and repair any problems with the communications facilities. Except in an emergency, DT shall notify RPD at least two (2)

hours in advance of any plans to enter into a Service Area for the purpose of repairing any communications facilities.

- E. Closures. RPD shall notify DT at least forty-eight (48) hours prior to the planned closure of any Service Area that requires the removal of DT's communications facilities. DT understands and agrees that forty-eight (48) hour prior notice may not be given in the event closure is prompted by public safety concerns.
- F. Removal. At the request RPD, either the end of the Term of this MOU, including any extensions thereof, or at any other time, DT shall remove its communications facilities from the Service Areas.

IV. Safety

Each party shall comply with all applicable federal, state and local health and safety requirements in performing its responsibilities hereunder.

V. Complaints

DT is the City's Wi-Fi Project administrator/coordinator. Complaints, and all other issues related to the Wi-Fi Project and its conditions shall be directed to the City's 311 Operator.

VI. Costs

- A. Installation Costs. DT shall be solely responsible for the costs of installing the communications facilities in the Service Areas, even if those costs are greater than the amount of the Gift. RPD will contribute to the installation costs by providing DT with up to one hundred and fifteen (115) hours of labor from an RPD licensed electrician to work with DT when requested by DT.
- B. Maintenance Costs. DT shall be solely responsible for the costs of maintaining the communications facilities for the first two (2) years Service Activation Date, even if those costs are greater than the amount of the Gift. DT will use its best efforts to secure funding to enable DT to maintain the communications facilities at some or all of the Service Areas after the first two (2) years.
- C. Removal Costs. DT will be responsible for the cost of removing the communications facilities from the Service Areas at such time as DT and RPD agree that removal is necessary or required.
- D. Funding Shortfall. In the event that either DT or RPD determine that available funding is insufficient to enable DT to install the necessary communications facilities at the Service Areas and to maintain those facilities for at least two (2) years, DT shall use its best efforts to address the funding shortfall by doing one or more of the following: (i) seeking additional funding for the Wi-Fi Project from outside sources or from the City; (ii) modifying the scope of work by, for example, eliminating unconstructed Service Areas or removing Service Areas for which there is insufficient funding for maintenance; or (iii) finding other measures to resolve the funding shortfall. RPD shall support DT's efforts to seek additional funding, reduce the scope of the project, or other measures to resolve the funding shortfall.

VII. Term

This MOU shall be effective upon the signature of the parties. This MOU shall expire five

(5) years after the Service Activation Date (“Term”) unless the parties agree in writing to extend the Term of this MOU.

VIII. Notices

All notices, demand, consents or approvals which are or may be required to be given by either party to the other under this MOU shall be in writing and shall be deemed to have been fully given when delivered in person to such representatives of RPD and DT as shall from time to time be designated by the parties for the receipt of notice, or when deposited in the United States mail, postage prepaid, and addressed, or by inter-office mail or email to:

RPD Contact

DT Contact

Charles Thompson
City & County of San Francisco
Department of Technology
One South Van Ness Ave 94103
Charles.thompson@sfgov.org

IX. Modification or Cancellation

This MOU may not be modified or cancelled except by written agreement of the parties.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed as of the date first written above.

Marc Y. Touitou
Director/Chief Information Officer
San Francisco Department of Technology

Date

Philip Ginsburg
General Manager
San Francisco Recreation and Park Department

Date

Exhibit A: Service Areas

EXHIBIT A

SERVICE AREAS

1. ALAMO SQUARE
2. BALBOA PARK
3. BERNAL HEIGHTS RECREATION CENTER
4. BOEDEKKER PARK
5. CHINESE RECREATION CENTER
6. CIVIC CENTER PLAZA
7. CORONA HEIGHTS
8. CROCKER AMAZON PLAYGROUND
9. DUBOCE PARK
10. EUREKA VALLEY RECREATION CENTER
11. GENE FRIEND RECREATION CENTER/SOMA
12. HAMILTON RECREATION CENTER
13. HUNTINGTON PARK
14. JOSEPH LEE RECREATION CENTER
15. JUSTIN HERMAN/EMBARCADERO PLAZA
16. MARGARET S. HAYWARD PARK
17. MARINA GREEN
18. MINNIE & LOVIE WARD RECREATION CENTER
19. MISSION DOLORES PARK
20. MISSION RECREATION CENTER
21. PALEGA RECREATION CENTER
22. PORTSMOUTH SQUARE
23. RICHMOND RECREATION CENTER
24. ST MARY'S RECREATION CENTER
25. ST MARY'S SQUARE
26. SUE BIERMAN PARK
27. SUNSET PLAYGROUND
28. SUNNYSIDE PLAYGROUND
29. TENDERLOIN CHILDREN'S RECREATION CENTER
30. UPPER NOE RECREATION CENTER
31. WASHINGTON SQUARE