

**Meeting of the Tenderloin CBC Board of Directors**

**Monday May 15, 2017 | 5:00 pm**

**TLCBD Office - 512 Ellis, San Francisco, CA**

**Board Packet  
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## Meeting of the Tenderloin CBC Board of Directors

Monday May 15, 2017 | 5 pm  
TLCBD Office - 512 Ellis, San Francisco, CA

### Agenda

*\* Members of the public will be permitted to comment based on a first come, first served basis. Public comment will be taken after board/committee member discussion of item and before board/committee vote on item. Members of the public must follow time limits set by the Board President when making their comments and will be asked to stop their comments once they have reached their allotted time.*

- A. Public Comment on non-agenda item**
- B. Welcome & Introductions**
- C. Presentations**
  - 1. **Safer Inside...Safe Injection Site**
  - 2. **Safer Taylor Street/MTA project**
- D. Approval of Minutes of April CBC Board Meeting...Board will decide whether to approve the minutes. Action Item**
- E. Financial**
  - 1. **Financial/Budget/Cash Flow Review...Board will review the current financials.**
  - 2. **Draft FY 17/18 Budget...Board will review the draft budget and decide whether to approve. Action Item**
  - 3. **IRS 990 Filing...Board will decide whether to authorize filing. Action Item**
  - 4. **Assessment Consumer Price Index increase...Board will decide whether to approve increasing the assessment rate by the approved CPI. Action Item**
- F. Committee Reports**
  - 1. **Community Engagement & Communications Committee (CEC) Update**
    - a. Tenderloin Talks, Property Owner newsletter.
    - b. Website update.
  - 2. **PROW Committee...Staff/Committee will update on projects. Update**
    - a. New Clean Program implementation.
    - b. Hyde Turk Permit Agreement...Board will decide whether to authorize execution of permit. Action Item
    - c. Hyde Turk Activation Mini Grant Program...Board will decide whether to support the program. Action Item
  - 3. **Safe Passage Committee Update**
- G. Executive Director Report... Update**
  - 1. **Board Elections...Staff will update on election process.**
  - 2. **Tenderloin Talk Live...Staff will update on proposed community meeting, June 14, 5:00 pm.**
- H. Important Dates**
  - 1. **Tenderloin Talks Live, June 14, 5:00 pm**
- I. New Business**

**Next TLCBC Board Meeting will be June 19, 5:00 pm at New Office 512 Ellis St.**

## BOARD OF DIRECTORS' MEETING

Monday, April 17, 5pm | TLCBD office, 512 Ellis Street

# DRAFT

Minutes subject to change, and not official until approved by the Board.

BOARD OF DIRECTORS	ATTENDING	NOT ATTENDING
Julie Burdick, Shorenstein Properties LLC-President		X
Dan Williams, Piano Fight-Vice President	X	
Ross Stackhouse, Tidewater Capitol-Treasurer	X	
David Seward, UC Hastings College of Law-Secretary	X	
Mike Anderer, Demarlliac Academy	X	
Terrance Alan, Property Owner	X	
Rosamarie Cavalho, Resident	X	
Pedro Torres, Center for Open Recovery	X	
Thanh Nguyen, Resident		X
Tomas Riley, CounterPulse	X	
Paula Fleisher, UCSF		X
Peter Stevens, Resident		X
Pratibha Tekkey, Central City S.R.O. Collaborative	X	
James Neal, Property Owner	X	
Frank Manchen, Hilton Hotel	X	
<b>STAFF</b>		
Steve Gibson, TLCBD Interim Executive Director		X
Katie Gibson, TLCBD Staff	X	
Kent Smith, TLCBD Staff	X	
Kate Robinson, TLCBD Staff Safe Passage	X	
Fernando Pujals, TLCBD Staff	X	
Greg Moore, TLCBD Safe Passage Senior	X	
Lorraine Lewis, TLCBD Staff	X	
Phoet Tak, TLCBD Staff	X	
<b>Guests</b>		
Amy Cohen, OEWD	X	

**I. CALL TO ORDER**

D. Williams convened the meeting at 5:11 pm.

**II. PUBLIC COMMENT ON NON-AGENDA ITEMS**

There was no public comment on non-agenda items.

**III. WELCOME AND INTRODUCTIONS**

P. Tekkey was welcomed back. A. Cohen, OEWD, introduced herself to meeting attendees.

**IV. CIVIC CENTER COMMONS PRESENTATION...AMY COHEN, OEWD**

A. Cohen gave some background on Civic Center Commons, launched in 2015, which focuses on intervention, inclusivity and community engagement, in partnership with the city and private partners. Upon completion of a contract for Public Spaces, a partnership was formed between the Planning Department, the Exploratorium, Hunters Point Family, and Downtown Streets team (funded by Google and Dolby). Some planned developments include a playground, a pop-up playground in front of City Hall, a Living Innovation Zone in front of the Asian Art Museum, outside table and chair seating, and yarn bombing (knitting on tree trunks to create visual impact), with three, tree prototypes planned for May.

A. Cohen shared an article in Next City (<https://nextcity.org/daily/entry/san-francisco-city-hall-un-plaza-civic-center-redesign>) explaining how San Francisco is redesigning City Hall Plaza into a space for all, which will involve neighboring theaters, hotels, property owners and BART. A meeting will be scheduled.

J. Neal commented on concerns in front of Carls Jr. As things develop and change, this causes activities to get pushed into other areas. A. Cohen commented on the opportunity at this location, indicating that the property owner is engaged and considering changes through lights, landscaping and other improvements.

D. Seward commented on installation planning to enhance the Fountain (Kasey Asberry has struck a partnership with Anna Halper). T. Alan indicated a need for diversity and a sustainable economic solution to the plaza - an example being a Tavern on the Green type of business. D. Williams commented on the opportunity to make the plaza more usable, possibly through a night-time commercial business.

**V. APPROVAL OF MARCH CBD BOARD MINUTES**

- MOTION: To approve minutes for March 20 meeting.  
Moved by: R. Stackhouse  
Seconded by: T. Alan  
Abstained: F. Manchen, P. Tekkey and D. Seward  
Passed: YES, with following edits:  
i. correction to spelling of T. Alan's name  
(change Allan to Alan)  
ii. correction for J. Neal - from Resident to  
Property Owner  
iii. M. Anderer to be marked as present

**VI. FINANCIAL***1. Financial/Budget/Cash Flow Review*

R. Stackhouse explained that things look good overall for the financials. We are about \$45,000 ahead of net operating income. There is a one-time, office build out expense which needs to be verified by S. Gibson. The explanation for most of the variance is due to grants on the revenue side and timing issues, with a lag of approximately two months. We are in range for the year. D. Williams asked if any grants are more off in timing - this is a question for S. Gibson. D. Williams asked if cash flow is still healthy. R. Stackhouse confirmed yes and indicated cash flow projections now include Safe Passage; this doesn't break out recurring vs one-time items yet - this will be done in May - and the November cash balance will be less than one month's operating expense until this is broken out.

D. Seward commented on the 60-day provision in the new cleaning contract that allows us to defer November/December payment, and highlighted the 30-day payment after invoicing. The new contract gives two 60 day periods, allowing us to push out November and December payments until the January Tax Assessment.

D. Seward commented on \$30,782.24 and \$20,231.50 non-operating expenses (p. 1, Cash Flow Forecast, February and March, respectively); these are office build-out costs. K. Smith indicated that the \$90,000 payment is to Clean City as part of that negotiation to end contract.

R. Stackhouse made a correction on the Balance Sheet indicating that we are \$50,000 under budget on income - which is mostly offset by additional grants - so we are \$87,000 above budget on income YTD. T. Alan asked where the \$50,000 would show; this hasn't hit the books yet, and is a question for Steve on when this will hit.

## VII. CLEANING CONTRACT

### 1. REVIEW OF FINAL DRAFT

D. Williams summarized the status of the draft contract and review process. This consisted of a steering committee and ad hoc/cleaning committee. The draft contract was sent to the Executive Committee, then to the Board a few meetings ago, and back to the Executive Committee for discussion in their April meeting, followed by their recommendation for Board approval.

J. Neal asked for clarification on the most recent edits. T. Alan commented on the connection between the proposal and contract, with the contract specifying hours, and the proposal focusing on outcomes, asking how these tied together. K. Smith explained with the 60-day clause, the Board needs to identify the highest priority areas we need the vendor to service. D. Seward voiced feedback from the Executive Committee on the RFP response, indicating we focus on our need to document and quantify what we think is relevant, without replicating what was produced for another client. K. Gibson confirmed we will take available data and put in a report format based on our need. Data will be available on our site, and in Tenderloin Talks, our Newsletter, with the ability to change as needed (such as adjusting hours for summer vs winter). Block by Block is used to shifting depending on board and community priorities. T. Alan asked for the contract to accommodate/support our required outcomes.

D. Williams suggested an initial review through an ad hoc committee in the first few months to ensure the reports meet our needs. K. Gibson commented that this would go through PROW, and that the vendor would attend PROW committee meetings.

K. Smith indicated one of the key positions will be Clean Team Supervisor. Before Block by Block selects this candidate, S. Gibson is meeting with candidates to directly communicate expectations. D. Seward commented that this contract is different, with discretionary authority and powers so it is proactively managed.

R. Stackhouse indicated that while it is not viable to write cleanliness objectives into the contract, this outcome is achieved through data and flexibility from the contractor. K. Smith commented on the 60-day cancellation clause, with two fallback vendors in this review process.

D. Seward asked for recognition to be given to the previous vendor, Clean City, and their Executive Director Gia Grant, in acknowledgment of their work in the community, the overall benefits such as job opportunities and lives helped, and to highlight this in communications, such as Tenderloin Talks. There was also discussion about making opportunities available to those displaced from Clean City with the new contractor.

2. *APPROVAL/AUTHORIZATION FOR STAFF TO EXECUTE CONTRACT*

MOTION: To approve/authorize staff to execute cleaning contract.

Moved by: M. Anderer  
Seconded by: F. Manchen  
Abstained: P. Tekkey  
Passed: YES

**VIII. TEDP MOU**

1. *REVIEW*

D. Williams explained this is the second time the MOU is before the board. It was not formally adopted, but previously went through the Executive Committee, which is recommending that the board now approve. D. Williams reviewed next steps: to meet twice a month, introduce a mutual gathering, approve the intention of the document, plus communicate to stakeholders, partners and funders, and complete a more detailed plan. This contract is in alignment with the TLCBD's focus on safety and cleanliness, and some next considerations include economic development.

2. *APPROVAL OF ENTERING INTO MOU*

MOTION: To approve entering into MOU.

Moved by: J. Neal  
Seconded by: T. Riley  
Abstained: T. Alan (since he serves on both Boards)  
Passed: YES, with edit:  
K. Gibson/S. Gibson to remove dates from MOU

**IX. BOARD ELECTIONS - REVIEW OF BOARD TERMS AND ELECTION PROCESS**

Dan explained that the process starts May 15 with a 30 day period to collect applications (due June 16), followed by applicant interviews, and Brown Act requirements regarding posting.

J. Burdick, D. Seward and D. Williams term out next year, and T. Nguyen will not complete a 2<sup>nd</sup> term. All other board members are eligible for a

2<sup>nd</sup> term, and need to complete an application. M. Anderer will move off the Board due to taking a position with a new company. This leaves one open business seat, and one open resident seat. R. Stackhouse asked if there is someone else at Demarlliac Academy who would be interested.

**X. STAFF ORGANIZATION CHART BOARD REVIEW**

D. Williams commented that the Executive Committee asked (in their last meeting) who is assigned to Committees, and if the organization staff is now final. It was confirmed that staffing is currently set.

Regarding changes to the organization chart: M. Anderer requested the Executive Committee be listed under S. Gibson; the PROW Committee will remain under S. Gibson for now; a date will be added; and the chart will be updated for any future changes.

**XI. COMMITTEE REPORTS**

*1. COMMUNITY ENGAGEMENT & COMMUNICATIONS COMMITTEE (CEC)  
UPDATE*

a) Tenderloin Talks, Property Owner newsletter

F. Pujals presented the latest Tenderloin Talks, indicating that during the first week of May 1<sup>st</sup> there would be a lot more activity, with increased online/offline activity after the office opening.

b) Website update

F. Pujals explained that website feedback is currently being received, after which a final version will be presented. He commented that he and S. Gibson are working on first articles, and that staff/the board are welcome to email him article suggestions.

c) Other communication channels

The cleaning contract information is slated for the 2<sup>nd</sup> issue of Tenderloin Talks, in May.

The next CEC meeting is 5pm on Monday 5/24.

*2. SAFE PASSAGE COMMITTEE UPDATE*

K. Robinson indicated they are working to build strong partnerships with organizations that have built-in volunteer or workforce development programs. For example, they have met with the Executive Director of Swords to Plowshares, and are exploring similar organizations and outreach efforts for veteran-focused areas and housing organizations.

K. Robinson commented on a meeting in Sacramento with Trust For Public Land (TPL), Corner Captains and La Voz to discuss public space and to promote park bonds (instrumental in funding Boeddeker Park). She indicated that week-long workshops were conducted during Spring Break, which included data collection for Taylor Street to become familiar with this area, plus a bowling trip - funded by the Police Department - and a workshop given by a Corner Captain.

## **XII. EXECUTIVE DIRECTOR REPORT...PROW COMMITTEE UPDATE**

### *1. Turk Hyde Park Community Meeting, April 26, 4:00pm @ Demonstration Garden, 333 Golden Gate*

K. Robinson commented on a partnership with Friends of Turk Hyde Park to gauge interest from the community on types of programs that could exist in this space. The idea is for the CBD to manage the cleanliness aspect. The April 26 meeting will be a visioning meeting.

### *2. Wellness Trail Update*

K. Robinson indicated this is wrapping up, and that a great connecting point was identified between five area parks. Feedback/focus groups and an event in January with organizations, residents and city department representatives have taken place. TPL is building a website with an interactive/story map, which can be linked to our website. In response to D. Seward's question on how wayfinding would be handled, K. Robinson indicated this would be Phase 2.

### *3. Taylor Street Project*

K. Robinson announced this project kicks off April 26; the purpose is to assist with resident engagement and outreach. Critical partners – R. Stackhouse and D. Williams - will be in contact with MTA. Corner Captains will work on this this summer.

### *4. Sunday Streets, Sunday April 30, 512 Ellis Street*

K. Robinson indicated that the party will be outside the TLCBD office. A Sign-up Sheet was passed around. For those unable to attend, there is another Sunday Streets opportunity in August.

Shifts for Board members who signed up for April's Sunday Streets are:

10:00 am - 12:00 pm: F. Manchen and R. Stackhouse

12:00 pm - 2:00 pm: P. Tekkey and J. Neal

2:00 pm - 4:00 pm: T. Alan and D. Williams

**XIII. NEW BUSINESS**

T. Alan commented that the communication strategy between TEDP and Safe Passage is a great way to connect.

**XIV. ADJOURN**

There being no further business of the Board of Directors, the meeting was adjourned at 6:55 pm.

**Next TLCBC Board Meeting will be  
May 15, 5pm | TLCBD office, 512 Ellis Street**

**North of Market - Tenderloin Community Benefit District  
Budget vs. Actuals: FY 16 Org Budget V3 - FY17 P&L**

July 2016 - April 2017

	Apr 2017			Total			Revised Budget 2016/17	Comments
	Actual	Budget	Variance	Actual	Budget	Variance		
<b>Income</b>								
4010 Assessments			0.00	0.00	0.00	0.00		
4011 Current Year Assessments	87,925.00	87,925.00	0.00	879,250.00	879,250.00	0.00	\$1,055,100	
4012 Assessment Interest and Penalties		250.00	(250.00)	0.00	2,500.00	(2,500.00)	\$3,000	
<b>Total 4010 Assessments</b>	<b>\$ 87,925.00</b>	<b>\$ 88,175.00</b>	<b>\$ (250.00)</b>	<b>\$ 879,250.00</b>	<b>\$ 881,750.00</b>	<b>\$ (2,500.00)</b>	<b>\$1,058,100</b>	
4020 Individual Donations	116.64		116.64	116.64	0.00	116.64	\$0	
4030 Corporate Donations			0.00	25,000.00	0.00	25,000.00		
4040 Foundation Grants			0.00	45,000.00	0.00	45,000.00		
4041 Union Square Camera		0.00	0.00	175,000.00	175,000.00	0.00	\$175,000	
4042 St. Francis Foundation		25,000.00	(25,000.00)	50,000.00	100,000.00	(50,000.00)	\$100,000	Due in June
4043 Sutter Health		0.00	0.00	100,000.00	100,000.00	0.00	\$100,000	
4044 Safe Passage Grants			0.00	141,658.81	0.00	141,658.81	\$61,500	
<b>Total 4040 Foundation Grants</b>	<b>\$ -</b>	<b>\$ 25,000.00</b>	<b>\$ (25,000.00)</b>	<b>\$ 511,658.81</b>	<b>\$ 375,000.00</b>	<b>\$ 136,658.81</b>	<b>\$375,000</b>	
4050 Other Government Contracts			0.00	0.00	0.00	0.00	\$0	
4051 OEWD Capacity Grant	58,000.00	18,000.00	40,000.00	97,000.00	75,000.00	22,000.00	\$115,000	
4052 OEWD Safe Passage Grant		25,000.00	(25,000.00)	0.00	75,000.00	(75,000.00)	\$100,000	Most will be paid fiscal year 17/18
4053 Larkin Street Lighting Grant		720.00	(720.00)	0.00	7,200.00	(7,200.00)	\$0	
4054 Banner Grant		0.00	0.00	20,000.00	20,000.00	0.00	\$20,000	
<b>Total 4050 Other Government Contracts</b>	<b>\$ 58,000.00</b>	<b>\$ 43,720.00</b>	<b>\$ 14,280.00</b>	<b>\$ 117,000.00</b>	<b>\$ 177,200.00</b>	<b>\$ (60,200.00)</b>	<b>\$235,000</b>	
4060 Operational Leadership Grants		0.00	0.00	0.00	20,000.00	(20,000.00)	\$30,000	No grants were obtained
4070 Interest and Other Income	40.56	41.00	(0.44)	450.26	410.00	40.26	\$500	
<b>Total Income</b>	<b>\$ 146,082.20</b>	<b>\$ 156,936.00</b>	<b>\$ (10,853.80)</b>	<b>\$ 1,533,475.71</b>	<b>\$ 1,454,360.00</b>	<b>\$ 79,115.71</b>	<b>\$1,698,600</b>	

	Apr 2017			Total			Revised Budget 2016/17	Comments
	Actual	Budget	Variance	Actual	Budget	Variance		
<b>Expenses</b>								
5000 Personnel			0.00	0.00	0.00	0.00		
5006 Urban Place Consulting	20,000.00	20,000.00	0.00	200,000.00	200,000.00	0.00	\$240,000	
5007 Project Manager Safe Passage	6,571.72	7,252.00	(680.28)	52,785.44	72,520.00	(19,734.56)	\$87,035	Budgeted 12 months actual 10
5008 Project Manager Activation	3,011.39		3,011.39	5,585.89	0.00	5,585.89		Not in original budget
5008 Project Manager Admin	3,207.63		3,207.63	7,861.80	0.00	7,861.80		Not in original budget
5015 Payroll Taxes	1,672.50		1,672.50	1,672.50	0.00	1,672.50		
5040 Worker's Comp Insurance			0.00	359.00	0.00	359.00	\$0	
5045 Professional Development		166.00	(166.00)	0.00	1,660.00	(1,660.00)	\$2,000	
<b>Total 5000 Personnel</b>	<b>\$ 31,255.61</b>	<b>\$ 27,418.00</b>	<b>\$ 3,837.61</b>	<b>\$ 268,264.63</b>	<b>\$ 274,180.00</b>	<b>\$ (5,915.37)</b>	<b>\$329,035</b>	
6000 Program			0.00	0.00	0.00	0.00		
6001 Clean Program			0.00	0.00	0.00	0.00		
6005 Cleaning Services SF Clean City	68,362.00	67,235.00	1,127.00	683,620.00	672,350.00	11,270.00	806,831	CPI increase was not budgeted
6015 Graffiti Abatement Non Clean City		1,000.00	(1,000.00)	0.00	3,000.00	(3,000.00)	\$5,000	
6020 Beautification			0.00	500.00	0.00	500.00		
6025 Cleaning Equipment			0.00	355.00	0.00	355.00	\$0	
6065 Event Sponsorship			0.00	485.00	0.00	485.00	\$0	
<b>Total 6001 Clean Program</b>	<b>\$ 68,362.00</b>	<b>\$ 68,235.00</b>	<b>\$ 127.00</b>	<b>\$ 684,960.00</b>	<b>\$ 675,350.00</b>	<b>\$ 9,610.00</b>	<b>\$811,831</b>	
6100 Public Space Improvement			0.00	0.00	0.00	0.00		
6105 Camera Program	831.70	0.00	831.70	93,362.42	206,330.00	(112,967.58)	\$206,330	
6110 Larkin St Lighting		0.00	0.00	6,947.86	9,000.00	(2,052.14)	\$9,000	
6115 Banner Project		0.00	0.00	22,869.50	20,000.00	2,869.50	\$20,000	
6120 Special Improvement Projects	3,600.00	833.00	2,767.00	10,581.97	8,330.00	2,251.97	\$10,000	Civic Center Commons
<b>Total 6100 Public Space Improvement</b>	<b>\$ 4,431.70</b>	<b>\$ 833.00</b>	<b>\$ 3,598.70</b>	<b>\$ 133,761.75</b>	<b>\$ 243,660.00</b>	<b>\$ (109,898.25)</b>	<b>\$245,330</b>	
6200 Public Space Activation			0.00	0.00	0.00	0.00		
6205 Piano Project		0.00	0.00	18,600.00	15,000.00	3,600.00		
6210 Special Activation Projects		833.00	(833.00)	638.13	8,330.00	(7,691.87)	\$15,000	
6211 Larkin Street Association			0.00	4,565.31	0.00	4,565.31	\$10,000	
<b>Total 6200 Public Space Activation</b>	<b>\$ -</b>	<b>\$ 833.00</b>	<b>\$ (833.00)</b>	<b>\$ 23,803.44</b>	<b>\$ 23,330.00</b>	<b>\$ 473.44</b>	<b>\$25,000</b>	
6300 Safe Programs/Safe Passage	10,905.24	8,333.00	2,572.24	131,187.44	83,330.00	47,857.44	\$198,300	
<b>Total 6000 Program</b>	<b>\$ 83,698.94</b>	<b>\$ 78,234.00</b>	<b>\$ 5,464.94</b>	<b>\$ 973,712.63</b>	<b>\$ 1,025,670.00</b>	<b>\$ (51,957.37)</b>	<b>\$1,280,461</b>	
7000 Professional Fees			0.00	0.00	0.00	0.00		
7005 Accounting	560.00	1,250.00	(690.00)	6,012.50	12,500.00	(6,487.50)	\$15,000	990 & Review not yet billed
7010 Legal		416.00	(416.00)	0.00	4,160.00	(4,160.00)	\$5,000	
<b>Total 7000 Professional Fees</b>	<b>\$ 560.00</b>	<b>\$ 1,666.00</b>	<b>\$ (1,106.00)</b>	<b>\$ 6,012.50</b>	<b>\$ 16,660.00</b>	<b>\$ (10,647.50)</b>	<b>\$20,000</b>	

	Apr 2017			Total			Revised Budget 2016/17	Comments
	Actual	Budget	Variance	Actual	Budget	Variance		
<b>8000 Operations</b>			0.00	0.00	0.00	0.00		
8005 Rent		2,700.00	(2,700.00)	19,749.50	27,000.00	(7,250.50)	\$32,400	April rent paid in March, YTD correct
8010 Utilities			0.00	55.42	0.00	55.42	\$1,000	
8015 Office Supplies	889.80	83.00	806.80	2,131.95	830.00	1,301.95	\$1,000	Higher due to setting up new office
8020 Printing and Copying	211.58	83.00	128.58	211.58	830.00	(618.42)	\$2,000	
8025 Telecommunications	68.36	166.00	(97.64)	1,205.53	1,660.00	(454.47)	\$5,000	
8030 Insurance	1,909.14	416.00	1,493.14	7,223.06	4,160.00	3,063.06	\$2,000	Increased umbrella, added SP insurance
8035 Meeting Expenses	106.31	166.00	(59.69)	1,733.69	1,660.00	73.69	\$1,500	
8040 Postage and Shipping		125.00	(125.00)	0.00	1,250.00	(1,250.00)	\$0	
8055 Equipment and Furniture	1,616.99		1,616.99	28,484.18	0.00	28,484.18	\$0	Office equipment, floor, etc new office
8065 Taxes, Fees, and Permits	50.00	16.00	34.00	70.00	160.00	(90.00)	\$200	
8067 Marketing/Communication	6,781.96	1,573.00	5,208.96	25,018.88	9,438.00	15,580.88	\$27,587	Includes Fernando salary
8070 Bank Service Charges			0.00	20.00	0.00	20.00		
8075 Board Expenses		208.00	(208.00)	149.36	2,080.00	(1,930.64)	\$2,500	
8085 Miscellaneous	400.00	166.00	234.00	400.00	1,660.00	(1,260.00)	\$2,000	Office cleaning
<b>Total 8000 Operations</b>	<b>\$ 12,034.14</b>	<b>\$ 5,702.00</b>	<b>\$ 6,332.14</b>	<b>\$ 86,453.15</b>	<b>\$ 50,728.00</b>	<b>\$ 35,725.15</b>	<b>\$77,187</b>	
<b>Total Expenses</b>	<b>\$ 127,548.69</b>	<b>\$ 113,020.00</b>	<b>\$ 14,528.69</b>	<b>\$ 1,334,442.91</b>	<b>\$ 1,322,212.00</b>	<b>\$ 12,230.91</b>	<b>\$1,706,683</b>	
<b>Net Operating Income</b>	<b>\$ 18,533.51</b>	<b>\$ 43,916.00</b>	<b>\$ (25,382.49)</b>	<b>\$ 199,032.80</b>	<b>\$ 132,148.00</b>	<b>\$ 66,884.80</b>	<b>(\$8,083)</b>	

Tuesday, May 02, 2017 06:58:11 PM GMT-7 - Accrual Basis

# North of Market - Tenderloin Community Benefit District

As of April 30, 2017

	April	March
<b>ASSETS</b>		
<b>Current Assets</b>		
<b>Bank Accounts</b>		
1005 Bank of San Francisco	670,722.58	324,913.37
1020 Bank of SF Money Market	200,110.17	200,110.17
<b>Total Bank Accounts</b>	<b>\$ 870,832.75</b>	<b>\$ 525,023.54</b>
<b>Accounts Receivable</b>		
1200 Accounts Receivable	-130,647.65	201,406.28
<b>Total Accounts Receivable</b>	<b>-\$ 130,647.65</b>	<b>\$ 201,406.28</b>
<b>Other Current Assets</b>		
1400 Prepaid Expenses	35,006.40	36,382.12
1550 Delinquent Taxes Receivable	112,077.87	112,077.87
<b>Total Other Current Assets</b>	<b>\$ 147,084.27</b>	<b>\$ 148,459.99</b>
<b>Total Current Assets</b>	<b>\$ 887,269.37</b>	<b>\$ 874,889.81</b>
<b>Total Fixed Assets</b>	<b>\$ 0.00</b>	<b>\$ -</b>
<b>Other Assets</b>		
1700 Security Deposits	9,150.00	9,150.00
<b>Total Other Assets</b>	<b>\$ 9,150.00</b>	<b>\$ 9,150.00</b>
<b>TOTAL ASSETS</b>	<b>\$ 896,419.37</b>	<b>\$ 884,039.81</b>
<b>LIABILITIES AND EQUITY</b>		
<b>Liabilities</b>		
<b>Current Liabilities</b>		
2000 Accounts Payable	34,181.00	34,181.00
<b>Total Accounts Payable</b>	<b>\$ 34,181.00</b>	<b>\$ 34,181.00</b>
<b>Other Current Liabilities</b>		
Total 2300 Payroll Liabilities	<b>\$ 0.00</b>	<b>\$ -</b>
Total Other Current Liabilities	<b>\$ 0.00</b>	<b>\$ -</b>
<b>Total Current Liabilities</b>	<b>\$ 34,181.00</b>	<b>\$ 34,181.00</b>
<b>Total Liabilities</b>	<b>\$ 34,181.00</b>	<b>\$ 34,181.00</b>
<b>Equity</b>		
3001 Opening Net Assets	731,280.57	731,280.57
3100 Unrestricted Net Assets	-33,558.00	(88,558.00)
3200 Temp Restricted Net Assets	21,683.00	76,683.00
Net Income	142,832.80	130,453.24
<b>Total Equity</b>	<b>\$ 862,238.37</b>	<b>\$ 849,858.81</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$ 896,419.37</b>	<b>\$ 884,039.81</b>

**Cash Flow Forecast TLCBD FY 16/17 Includes Safe Passage**

	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17
<b>Net Cash (cash+A/R-A/P)</b>	<b>\$ 983,814.56</b>	<b>\$ 828,444.69</b>	<b>\$ 687,521.36</b>	<b>\$ 522,633.39</b>	<b>\$ 869,856.32</b>	<b>\$ 715,856.32</b>
Assessment Income	\$ -	\$ -	\$ -	\$ 412,978.93	\$ -	\$ -
Safe Passage Vision Zero Grant	\$ -	\$ -	\$ -	\$ -	\$ 16,000.00	\$ 4,000.00
Safe Passage Shape Up SF	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -
Safe Passage Trust for Pulic Land	\$ -	\$ -	\$ 8,000.00	\$ 7,000.00	\$ -	\$ -
Safe Passage Safe Routes to School	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Safe Passage MTA/Walk SF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000.00
<b>Sub Total Safe Passage Income</b>	<b>\$ -</b>	<b>\$ 1,500.00</b>	<b>\$ 8,000.00</b>	<b>\$ 7,000.00</b>	<b>\$ 16,000.00</b>	<b>\$ 8,000.00</b>
OEWD Operation Leadership	\$ -	\$ -	\$ -	\$ 58,000.00	\$ -	\$ 18,000.00
OEWD Capacity SP	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00
OEWD Larkin St. Manager	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00
<b>Sub Total OEWD</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 58,000.00</b>	<b>\$ 20,000.00</b>	<b>\$ 38,000.00</b>
St. Francis Foundation	\$ -	\$ -	\$ -	\$ -	\$ 50,000.00	\$ -
Sutter Health	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operation Leadership	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Sub Total Non-Gov Grants</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 50,000.00</b>	<b>\$ -</b>
Change in A/P (Decrease)	\$ (32,539.58)	\$ 14,732.00	\$ (14,732.93)	\$ -	\$ -	\$ -
Earned Income (admin fees, interest)	\$ -	\$ 59.80	\$ -	\$ -	\$ -	\$ -
<b>Total Cash Available</b>	<b>\$ 951,274.98</b>	<b>\$ 844,736.49</b>	<b>\$ 680,788.43</b>	<b>\$ 1,000,612.32</b>	<b>\$ 955,856.32</b>	<b>\$ 761,856.32</b>
Operating Expense	\$ 122,830.29	\$ 126,432.89	\$ 137,923.54	\$ 130,756.00	\$ 150,000.00	\$ 140,000.00
Non Operating Expense	\$ -	\$ 30,782.24	\$ 20,231.50	\$ 1,200.00	\$ 90,000.00	\$ -
<b>Cash End of Month</b>	<b>\$ 828,444.69</b>	<b>\$ 687,521.36</b>	<b>\$ 522,633.39</b>	<b>\$ 869,856.32</b>	<b>\$ 715,856.32</b>	<b>\$ 621,856.32</b>

**Cash Flow Forecast TLCBD FY 17/18**

	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17
<b>Net Cash (cash+A/R-A/P)</b>	<b>\$ 621,856.32</b>	<b>\$ 579,856.32</b>	<b>\$ 537,856.32</b>	<b>\$ 422,856.32</b>	<b>\$ 314,856.32</b>	<b>\$ 230,856.32</b>
Assessment Income	\$ -	\$ 40,000.00	\$ -	\$ -	\$ -	\$ 620,000.00
Safe Passage Vision Zero Grant	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Safe Passage Safe Routes to School	\$ -	\$ -	\$ -	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
Safe Passage MTA/Walk SF	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 2,000.00
<b>Sub Total Safe Passage Income</b>	<b>\$ 4,000.00</b>	<b>\$ 4,000.00</b>	<b>\$ 6,000.00</b>	<b>\$ 13,000.00</b>	<b>\$ 12,000.00</b>	<b>\$ 11,000.00</b>
OEWD Operation Leadership	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
OEWD Capacity SP	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
OEWD Larkin St. Manager	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
<b>Sub Total OEWD</b>	<b>\$ 40,000.00</b>	<b>\$ 25,000.00</b>	<b>\$ 15,000.00</b>	<b>\$ 15,000.00</b>	<b>\$ 15,000.00</b>	<b>\$ 15,000.00</b>
St. Francis Foundation	\$ -	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00	\$ -
Sutter Health	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Operation Leadership	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Sub Total Non-Gov Grants</b>	<b>\$ 50,000.00</b>	<b>\$ 25,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 25,000.00</b>	<b>\$ -</b>
Change in A/P (Decrease)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Earned Income (admin fees, interest)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Cash Available</b>	<b>\$ 715,856.32</b>	<b>\$ 673,856.32</b>	<b>\$ 558,856.32</b>	<b>\$ 450,856.32</b>	<b>\$ 366,856.32</b>	<b>\$ 876,856.32</b>
Operating Expense	\$ 136,000.00	\$ 136,000.00	\$ 136,000.00	\$ 136,000.00	\$ 136,000.00	\$ 136,000.00
Non Operation expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Cash End of Month</b>	<b>\$ 579,856.32</b>	<b>\$ 537,856.32</b>	<b>\$ 422,856.32</b>	<b>\$ 314,856.32</b>	<b>\$ 230,856.32</b>	<b>\$ 740,856.32</b>

**Cash Flow Forecast TLCBD FY 17/18**

	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18
<b>Net Cash (cash+A/R-A/P)</b>	<b>\$ 740,856.32</b>	<b>\$ 628,856.32</b>	<b>\$ 516,856.32</b>	<b>\$ 394,856.32</b>	<b>\$ 672,856.32</b>	<b>\$ 545,856.32</b>
Assessment Income	\$ -	\$ -	\$ -	\$ 400,000.00	\$ -	\$ -
Safe Passage Vision Zero Grant	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Safe Passage Safe Routes to School	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
Safe Passage MTA/Walk SF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000.00
<b>Sub Total Safe Passage Income</b>	<b>\$ 9,000.00</b>	<b>\$ 13,000.00</b>				
OEWD Operation Leadership	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OEWD Capacity SP	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00
OEWD Larkin St. Manager	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 10,000.00
<b>Sub Total OEWD</b>	<b>\$ 15,000.00</b>	<b>\$ 15,000.00</b>	<b>\$ 5,000.00</b>	<b>\$ 5,000.00</b>	<b>\$ -</b>	<b>\$ 20,000.00</b>
St. Francis Foundation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sutter Health	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operation Leadership	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Sub Total Non-Gov Grants</b>	<b>\$ -</b>					
Change in A/P (Decrease)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Earned Income (admin fees, interest)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Cash Available</b>	<b>\$ 764,856.32</b>	<b>\$ 652,856.32</b>	<b>\$ 530,856.32</b>	<b>\$ 808,856.32</b>	<b>\$ 681,856.32</b>	<b>\$ 578,856.32</b>
Operating Expense	\$ 136,000.00	\$ 136,000.00	\$ 136,000.00	\$ 136,000.00	\$ 136,000.00	\$ 136,000.00
Non Operating Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Cash End of Month</b>	<b>\$ 628,856.32</b>	<b>\$ 516,856.32</b>	<b>\$ 394,856.32</b>	<b>\$ 672,856.32</b>	<b>\$ 545,856.32</b>	<b>\$ 442,856.32</b>

**North of Market - Tenderloin Community Benefit District  
2nd Draft Budget**

	Total						
	10 Month Actual	Budget	Variance	Year End Forecast	Revised Budget 2016/17	Draft 2017/18	Comments
<b>Income</b>							
4010 Assessments	0.00	0.00	0.00				
4011 Current Year Assessments	879,250.00	879,250.00	0.00	1,055,100.00	\$1,055,100	\$ 1,090,973.40	3.4% increase
4012 Assessment Interest and Penalties	0.00	2,500.00	(2,500.00)	2,000.00	\$3,000	\$ 2,000.00	
<b>Total 4010 Assessments</b>	<b>\$ 879,250.00</b>	<b>\$ 881,750.00</b>	<b>\$ (2,500.00)</b>	<b>\$ 1,057,100.00</b>	<b>\$1,058,100</b>	<b>\$ 1,092,973.40</b>	
4020 Individual Donations	116.64	0.00	116.64	116.64	\$0	\$ -	
4030 Corporate Donations	25,000.00	0.00	25,000.00	25,000.00		\$ -	
4040 Foundation Grants	45,000.00	0.00	45,000.00	45,000.00		\$ -	
4041 Union Square Camera	175,000.00	175,000.00	0.00	175,000.00	\$175,000	\$ -	
4042 St. Francis Foundation	50,000.00	100,000.00	(50,000.00)	100,000.00	\$100,000	\$ 50,000.00	
4043 Sutter Health	100,000.00	100,000.00	0.00	100,000.00	\$100,000	\$ 50,000.00	
Safe Passage Safe routes to school						\$ 87,206.00	1st year of 2 year
MTA/Wals SF Taylor Street						\$ 25,000.00	
Vision Zero						\$ 20,000.00	
4044 Safe Passage Grants	141,658.81	0.00	141,658.81	151,658.81	\$61,500	\$ -	
<b>Total 4040 Foundation Grants</b>	<b>\$ 511,658.81</b>	<b>\$ 375,000.00</b>	<b>\$ 136,658.81</b>	<b>\$ 596,775.45</b>	<b>\$375,000</b>	<b>\$ 232,206.00</b>	
4050 Other Government Contracts	0.00	0.00	0.00		\$0		
4051 OEWD Capacity Grant	97,000.00	75,000.00	22,000.00	115,000.00	\$115,000		
OEWD Operation Leadership						\$ 33,000.00	
4052 OEWD Safe Passage Grant	0.00	75,000.00	(75,000.00)	10,000.00	\$100,000	\$ 90,000.00	
4053 Larkin Street Lighting Grant	0.00	7,200.00	(7,200.00)	0.00	\$0	\$ 10,000.00	
Larkin Street Association Grant				10,000.00		\$ 40,000.00	
4054 Banner Grant	20,000.00	20,000.00	0.00	20,000.00	\$20,000	\$ -	
<b>Total 4050 Other Government Contracts</b>	<b>\$ 117,000.00</b>	<b>\$ 177,200.00</b>	<b>\$ (60,200.00)</b>	<b>\$ 155,000.00</b>	<b>\$235,000</b>	<b>\$ 173,000.00</b>	
4060 Operational Leadership Grants	0.00	20,000.00	(20,000.00)	0.00	\$30,000	\$ -	
4070 Interest and Other Income	450.26	410.00	40.26	600.00	\$500	\$ 500.00	
<b>Total Income</b>	<b>\$ 1,533,475.71</b>	<b>\$ 1,454,360.00</b>	<b>\$ 79,115.71</b>	<b>\$ 1,809,475.45</b>	<b>\$1,698,600</b>	<b>\$ 1,498,679.40</b>	

**Total**

	<b>10 Month Actual</b>	<b>Budget</b>	<b>Variance</b>	<b>Year End Forcast</b>	<b>Revised Budget 2016/17</b>	<b>Draft 2017/18</b>	<b>Comments</b>
<b>Expenses</b>							
5000 Personnel	0.00	0.00	0.00				
5006 Urban Place Consulting	200,000.00	200,000.00	0.00	240,000.00	\$240,000	\$ 180,000.00	grant funded
5007 Project Director Safe Passage	52,785.44	72,520.00	(19,734.56)	65,925.00	\$87,035	\$ 87,035.00	Assessment funded
Director of Communications						\$ 87,035.00	Assessment funded
5008 5008 Project Manager Activation	3,011.39	0.00	3,011.39	12,901.50		\$ 43,000.00	grant funded
5008 Project Manager Admin	7,861.80	0.00	7,861.80	17,873.00		\$ 60,000.00	assessment funded
5015 Payroll Taxes	1,672.50	0.00	1,672.50	1,672.50		\$ -	
5040 Worker's Comp Insurance	359.00	0.00	359.00	359.00	\$0	\$ -	
5045 Professional Development	0.00	1,660.00	(1,660.00)	2,000.00	\$2,000	\$ 2,000.00	grant funded
<b>Total 5000 Personnel</b>	<b>\$ 257,828.33</b>	<b>\$ 274,180.00</b>	<b>\$ (16,351.67)</b>	<b>\$ 340,731.00</b>	<b>\$329,035</b>	<b>\$ 459,070.00</b>	
6000 Program	0.00	0.00	0.00				
6001 Clean Program	0.00	0.00	0.00				
6005 Cleaning Services SF Clean City	683,620.00	672,350.00	11,270.00	807,801.00	806,831	\$ -	
Block by Block				58,333.00		\$ 700,000.00	
6015 Graffiti Abatement Non Clean City	0.00	3,000.00	(3,000.00)	2,000.00	\$5,000	\$ 2,000.00	
6020 Beautification	500.00	0.00	500.00	500.00		\$ 500.00	
6025 Cleaning Equipment	355.00	0.00	355.00	355.00	\$0	\$ -	
6065 Event Sponsorship	485.00	0.00	485.00	485.00	\$0	\$ -	
<b>Total 6001 Clean Program</b>	<b>\$ 684,960.00</b>	<b>\$ 675,350.00</b>	<b>\$ 9,610.00</b>	<b>\$ 869,474.00</b>	<b>\$811,831</b>	<b>\$ 702,500.00</b>	Assessment funded
6100 Public Space Improvement	0.00	0.00	0.00				
6105 Camera Program	93,362.42	206,330.00	(112,967.58)	110,000.00	\$206,330	\$ 15,000.00	maintenance, wiline, supplies
6110 Larkin St Lighting	6,947.86	9,000.00	(2,052.14)	6,947.86	\$9,000	\$ -	
6115 Banner Project	22,869.50	20,000.00	2,869.50	22,869.50	\$20,000	\$ -	
6120 Special Improvement Projects	10,581.97	8,330.00	2,251.97	10,581.97	\$10,000	\$ 5,000.00	
<b>Total 6100 Public Space Improvement</b>	<b>\$ 133,761.75</b>	<b>\$ 243,660.00</b>	<b>\$ (109,898.25)</b>	<b>\$ 150,399.33</b>	<b>\$245,330</b>	<b>\$ 20,000.00</b>	grant funded
6200 Public Space Acivation	0.00	0.00	0.00				
6205 Piano Project	18,600.00	15,000.00	3,600.00	18,600.00		\$ -	
6210 Special Activation Projects	638.13	8,330.00	(7,691.87)	10,638.13	\$15,000	\$ 10,000.00	Assessment funded
6211 Larkin Street Association	4,565.31	0.00	4,565.31	4,565.31	\$10,000	\$ 20,000.00	grant funded
<b>Total 6200 Public Space Acivation</b>	<b>\$ 23,803.44</b>	<b>\$ 23,330.00</b>	<b>\$ 473.44</b>	<b>\$ 33,803.44</b>	<b>\$25,000</b>	<b>\$ 30,000.00</b>	
6300 Safe Programs/Safe Passage	131,187.44	83,330.00	47,857.44	164,000.00	\$198,300	\$ 279,620.00	grant funded
<b>Total 6000 Program</b>	<b>\$ 973,712.63</b>	<b>\$ 1,025,670.00</b>	<b>\$ (51,957.37)</b>	<b>\$ 1,217,676.77</b>	<b>\$1,280,461</b>	<b>\$ 1,032,120.00</b>	

**Total**

	<b>10 Month Actual</b>	<b>Budget</b>	<b>Variance</b>	<b>Year End Forcast</b>	<b>Revised Budget 2016/17</b>	<b>Draft 2017/18</b>	<b>Comments</b>
<b>7000 Professional Fees</b>	0.00	0.00	0.00				
<b>7005 Accounting</b>	6,012.50	12,500.00	(6,487.50)	15,000.00	\$15,000	\$ 15,000.00	
<b>7010 Legal</b>	0.00	4,160.00	(4,160.00)	0.00	\$5,000	\$ 2,000.00	
<b>Total 7000 Professional Fees</b>	<b>\$ 6,012.50</b>	<b>\$ 16,660.00</b>	<b>\$ (10,647.50)</b>	<b>\$ 15,000.00</b>	<b>\$20,000</b>	<b>\$ 17,000.00</b>	Assessment funded
<b>8000 Operations</b>	0.00	0.00	0.00				
<b>8005 Rent</b>	19,749.50	27,000.00	(7,250.50)	26,949.50	\$32,400	\$ 43,200.00	
<b>8010 Utilities</b>	55.42	0.00	55.42	150.00	\$1,000	\$ 1,200.00	
<b>8015 Office Supples</b>	2,131.95	830.00	1,301.95	2,500.00	\$1,000	\$ 3,600.00	
<b>8020 Printing and Copying</b>	211.58	830.00	(618.42)	750.00	\$2,000	\$ 5,000.00	
<b>8025 Telecommunications</b>	1,205.53	1,660.00	(454.47)	1,500.00	\$5,000	\$ 5,000.00	
<b>8030 Insurance</b>	7,223.06	4,160.00	3,063.06	7,500.00	\$2,000	\$ 7,000.00	
<b>8035 Meeting Expenses</b>	1,733.69	1,660.00	73.69	2,000.00	\$1,500	\$ 1,500.00	
<b>8040 Postage and Shipping</b>	0.00	1,250.00	(1,250.00)	200.00	\$0	\$ 500.00	
<b>8055 Equipment and Furniture</b>	28,484.18	0.00	28,484.18	29,000.00	\$0	\$ 1,000.00	
<b>8065 Taxes, Fees, and Permits</b>	70.00	160.00	(90.00)	100.00	\$200	\$ 200.00	
<b>8067 Marketing/Communication</b>	25,018.88	9,438.00	15,580.88	43,000.00	\$27,587	\$ 25,000.00	
<b>8070 Bank Service Charges</b>	20.00	0.00	20.00	20.00		\$ 60.00	
<b>8075 Board Expenses</b>	149.36	2,080.00	(1,930.64)	500.00	\$2,500	\$ 1,000.00	
<b>8085 Miscellaneous</b>	400.00	1,660.00	(1,260.00)	600.00	\$2,000	\$ 1,000.00	
<b>Total 8000 Operations</b>	<b>\$ 86,453.15</b>	<b>\$ 50,728.00</b>	<b>\$ 35,725.15</b>	<b>\$ 114,769.50</b>	<b>\$77,187</b>	<b>\$ 95,260.00</b>	Assessment funded
<b>Total Expenses</b>	<b>\$ 1,324,006.61</b>	<b>\$ 1,367,238.00</b>	<b>\$ (43,231.39)</b>	<b>\$ 1,688,177.27</b>	<b>\$1,706,683</b>	<b>\$ 1,603,450.00</b>	
<b>Net Operating Income</b>	<b>\$ 209,469.10</b>	<b>\$ 87,122.00</b>	<b>\$ 122,347.10</b>	<b>\$ 121,298.18</b>	<b>(\$8,083)</b>	<b>\$ (104,770.60)</b>	
<b>Carry Forward from 15/16 6.30.16</b>				<b>\$ 37,569.00</b>		<b>\$ 282,674.18</b>	
<b>Carry Forward from 14/15 6.30.15</b>				<b>\$ 123,807.00</b>			
<b>Total Reserve Carry forward</b>				<b>\$ 282,674.18</b>	<b>Reserve 6.30.18</b>	<b>\$ 177,903.58</b>	

Tuesday, May 02, 2017 06:58:11 PM GMT-7 - Accrual Basis

<b>SAFE PASSAGE</b>	<b>16/'17 ten months</b>	<b>FY '17/'18 budget</b>
<b>EXPENSES</b>		
<b>Safe Passage Youth</b>		
Coordinator	21,000	23,000 Part time
Corner Captains	64,800	86,400 20@\$360/mnth
Team Leaders, paid	0	48,000 4 part time
Background check	1,800	2,000 100 volunteers
Volunteer Appreciation	750	750
Fund raising/events	1,000	1,000
Meeting Expense	500	500
Boeddeker Park use	3,000	-
<b>Total Safe Passage Youth</b>	<b>92,850</b>	<b>161,650</b>
<b>Community Safety Training</b>		
Kid Power	3,600	4,000 Quarterly
Child Care	750	750
Instructor Training	2,100	3,000
Translation for training	1,200	1,200
<b>Total Training</b>	<b>7,650</b>	<b>8,950</b>
<b>Safe Senior Program</b>		
Implementation/management	60,000	72,000 Greg Moore
Senior Ambassadors	28,800	25,920 6 @ 360
Supplies/printing	1,000	1,000
<b>Total Safe Senior</b>	<b>89,800</b>	<b>98,920</b>
<b>Uniforms, coats, equipment</b>	<b>6,000</b>	6,000
<b>Contingency. Both programs</b>	<b>2,000</b>	2,000
<b>Marketing/Communication</b>	<b>15,000</b>	2,000
<b>Total Core Budget</b>	<b>213,300</b>	<b>279,520</b>



**For Release: Wednesday, March 15, 2017**

**17-332-SAN**

WESTERN INFORMATION OFFICE: San Francisco, Calif.

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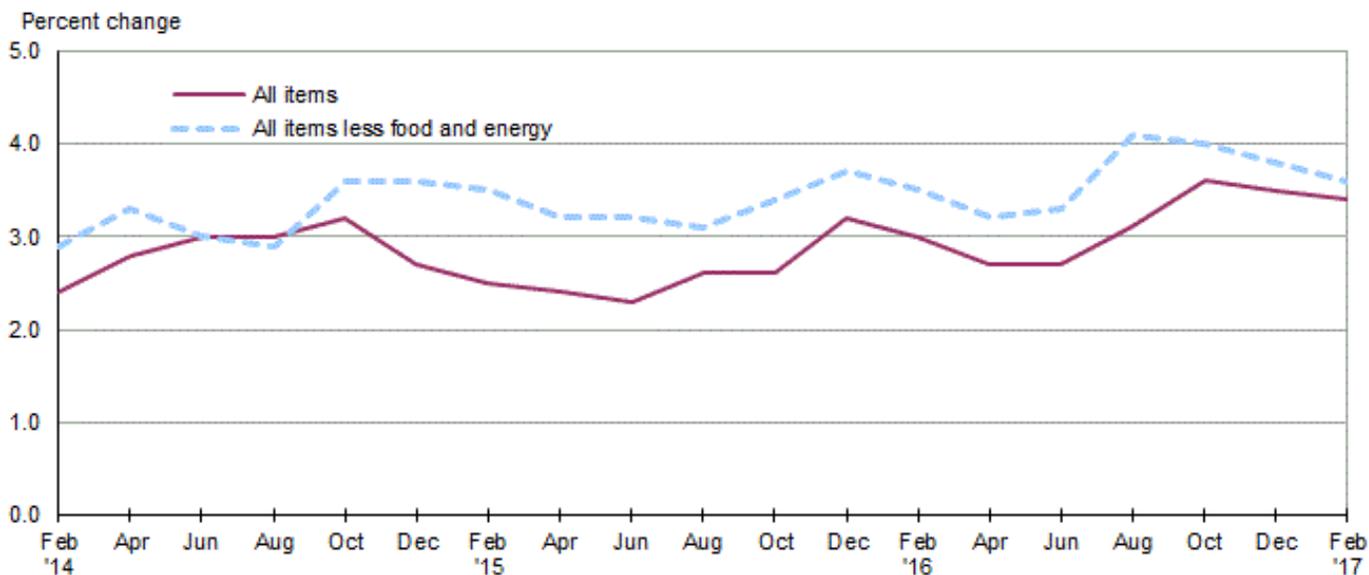
## **Consumer Price Index, San Francisco Area — February 2017**

**Area prices were up 0.8 percent over the past two months, up 3.4 percent from a year ago**

Prices in the San Francisco area, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), rose 0.8 percent for the two months ending in February 2017, the U.S. Bureau of Labor Statistics reported today. (See [table A](#).) Assistant Commissioner for Regional Operations Richard Holden noted that the February increase was influenced by higher prices for shelter, apparel, and gasoline. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes may reflect seasonal influences.)

Over the last 12 months, the CPI-U rose 3.4 percent. (See [chart 1](#) and [table A](#).) Energy prices jumped 11.0 percent, largely the result of an increase in the price of gasoline. The index for all items less food and energy advanced 3.6 percent over the year. (See [table 1](#).)

**Chart 1. Over-the-year percent change in CPI-U, San Francisco, February 2014–February 2017**



Source: U.S. Bureau of Labor Statistics.

### **Food**

Food prices advanced 0.3 percent for the two months ending in February. (See [table 1](#).) Prices for food away from home rose 0.4 percent, and prices for food at home increased 0.2 percent for the same period.

Over the year, food prices moved down 0.2 percent. Prices for food at home decreased 3.3 percent since a year ago, but prices for food away from home increased 3.4 percent.

## Energy

The energy index rose 2.8 percent for the two months ending in February. The increase was mainly due to higher prices for gasoline (6.2 percent). Prices for natural gas service declined 2.7 percent, and electricity prices decreased 0.2 percent for the same period.

Energy prices jumped 11.0 percent over the year, largely due to higher prices for gasoline (19.2 percent). Prices paid for natural gas service advanced 6.3 percent, and prices for electricity rose 1.1 percent during the past year.

## All items less food and energy

The index for all items less food and energy rose 0.8 percent in the latest two-month period. Higher prices for apparel (6.4 percent), household furnishings and operations (1.0 percent), and shelter (0.9 percent) were partially offset by lower prices for education and communication (-1.1 percent) and medical care (-0.6 percent).

Over the year, the index for all items less food and energy advanced 3.6 percent. Components contributing to the increase included shelter (6.4 percent) and apparel (2.3 percent). Partly offsetting the increases were price declines in education and communication (-3.0 percent) and household furnishings and operations (-2.3 percent).

**Table A. San Francisco-Oakland-San Jose CPI-U bi-monthly and annual percent changes (not seasonally adjusted)**

Month	2012		2013		2014		2015		2016		2017	
	Bi-monthly	Annual										
February .....	1.1	3.0	1.3	2.4	1.2	2.4	1.0	2.5	0.9	3.0	0.8	3.4
April .....	0.9	2.1	0.8	2.4	1.2	2.8	1.1	2.4	0.7	2.7		
June .....	0.3	2.6	0.5	2.6	0.7	3.0	0.6	2.3	0.6	2.7		
August .....	0.6	2.8	0.1	2.0	0.0	3.0	0.3	2.6	0.7	3.1		
October .....	0.7	3.2	0.2	1.6	0.5	3.2	0.4	2.6	0.9	3.6		
December .....	-1.4	2.2	-0.4	2.6	-0.9	2.7	-0.3	3.2	-0.3	3.5		

**The April 2017 Consumer Price Index for the San Francisco-Oakland-San Jose is scheduled to be released on May 12, 2017.**

## Technical Note

The Consumer Price Index (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 89 percent of the total population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers 28 percent of the total population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

The CPI is based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 87 urban areas across the country from about 4,000 housing units and

approximately 26,000 retail establishments--department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index.

The index measures price changes from a designated reference date (1982-84) that equals 100.0. An increase of 16.5 percent, for example, is shown as 116.5. This change can also be expressed in dollars as follows: the price of a base period "market basket" of goods and services in the CPI has risen from \$10 in 1982-84 to \$11.65. For further details see the CPI home page on the Internet at [www.bls.gov/cpi](http://www.bls.gov/cpi) and the BLS Handbook of Methods, Chapter 17, The Consumer Price Index, available on the Internet at [www.bls.gov/opub/hom/homch17\\_a.htm](http://www.bls.gov/opub/hom/homch17_a.htm).

In calculating the index, price changes for the various items in each location are averaged together with weights that represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. Because the sample size of a local area is smaller, the local area index is subject to substantially more sampling and other measurement error than the national index. In addition, local indexes are not adjusted for seasonal influences. As a result, local area indexes show greater volatility than the national index, although their long-term trends are quite similar. **NOTE: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.**

The San Francisco-Oakland-San Jose, CA. metropolitan area covered in this release is comprised of Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Santa Cruz, Sonoma, and Solano Counties in the State of California.

Information in this release will be made available to sensory impaired individuals upon request. Voice phone: (202) 691-5200; Federal Relay Service: (800) 877-8339.

**Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods San Francisco-Oakland-San Jose, CA (1982-84=100 unless otherwise noted)**

Item and Group	Indexes			Percent change from-		
	Dec. 2016	Jan. 2017	Feb. 2017	Feb. 2016	Dec. 2016	Jan. 2017
<b>Expenditure category</b>						
All items.....	269.483	-	271.626	3.4	0.8	-
All items (1967=100).....	828.464	-	835.053	-	-	-
Food and beverages.....	266.412	-	267.322	0.1	0.3	-
Food.....	266.586	-	267.295	-0.2	0.3	-
Food at home.....	248.921	249.468	249.301	-3.3	0.2	-0.1
Food away from home.....	287.887	-	289.007	3.4	0.4	-
Alcoholic beverages.....	269.857	-	273.109	2.8	1.2	-
Housing.....	317.130	-	319.808	5.5	0.8	-
Shelter.....	361.605	363.451	364.845	6.4	0.9	0.4
Rent of primary residence(1).....	408.710	411.357	412.606	6.5	1.0	0.3
Owners' equiv. rent of residences(1)(2).....	391.310	393.808	394.419	6.9	0.8	0.2
Owners' equiv. rent of primary residence(1)(2).....	391.310	393.808	394.419	6.9	0.8	0.2
Fuels and utilities.....	368.466	-	368.463	3.3	0.0	-
Household energy.....	324.310	321.879	321.319	2.7	-0.9	-0.2
Energy services(1).....	324.993	322.389	321.687	2.6	-1.0	-0.2
Electricity(1).....	335.551	334.735	334.735	1.1	-0.2	0.0
Utility (piped) gas service(1).....	287.301	281.428	279.426	6.3	-2.7	-0.7
Household furnishings and operations.....	134.707	-	136.113	-2.3	1.0	-
Apparel.....	110.011	-	117.008	2.3	6.4	-
Transportation.....	184.241	-	188.125	5.5	2.1	-
Private transportation.....	175.532	-	178.984	6.6	2.0	-
Motor fuel.....	200.151	208.379	212.552	19.2	6.2	2.0
Gasoline (all types).....	199.310	207.524	211.703	19.2	6.2	2.0
Gasoline, unleaded regular(3).....	199.059	207.340	211.554	19.4	6.3	2.0
Gasoline, unleaded midgrade(3)(4).....	186.840	193.495	197.182	18.6	5.5	1.9
Gasoline, unleaded premium(3).....	190.590	198.233	202.054	18.5	6.0	1.9
Medical care.....	488.508	-	485.741	-	-0.6	-
Recreation(5).....	112.725	-	113.213	-0.6	0.4	-
Education and communication(5).....	142.129	-	140.597	-3.0	-1.1	-
Other goods and services.....	441.471	-	440.022	2.0	-0.3	-
<b>Commodity and service group</b>						
All items.....	269.483	-	271.626	3.4	0.8	-
Commodities.....	180.091	-	182.562	1.2	1.4	-
Commodities less food & beverages.....	133.867	-	136.861	2.2	2.2	-
Nondurables less food & beverages.....	169.918	-	175.905	5.4	3.5	-
Durables.....	98.883	-	99.032	-2.7	0.2	-
Services.....	344.016	-	345.954	4.4	0.6	-
<b>Special aggregate indexes</b>						
All items less medical care.....	260.520	-	262.875	3.6	0.9	-
All items less shelter.....	231.574	-	233.234	1.2	0.7	-
Commodities less food.....	139.594	-	142.626	2.3	2.2	-
Nondurables.....	219.031	-	222.737	2.3	1.7	-
Nondurables less food.....	177.371	-	183.218	5.2	3.3	-
Services less rent of shelter(2).....	336.962	-	337.052	1.0	0.0	-
Services less medical care services.....	335.030	-	337.396	4.7	0.7	-
Energy.....	248.677	253.127	255.631	11.0	2.8	1.0
All items less energy.....	273.816	-	275.735	3.1	0.7	-

Note: See footnotes at end of table.

**Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods San Francisco-Oakland-San Jose, CA (1982-84=100 unless otherwise noted) - Continued**

Item and Group	Indexes			Percent change from-		
	Dec. 2016	Jan. 2017	Feb. 2017	Feb. 2016	Dec. 2016	Jan. 2017
All items less food and energy .....	275.753	-	277.857	3.6	0.8	-

Footnotes(1) This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator.

(2) Index is on a December 1982=100 base.

(3) Special index based on a substantially smaller sample.

(4) Indexes on a December 1993=100 base.

(5) Indexes on a December 1997=100 base.

- Data not available

NOTE: Index applies to a month as a whole, not to any specific date.



## **REVOCABLE PERMIT AGREEMENT**

For

### **Tenderloin Community Benefit District (TLCBD)**

at the

Turk and Hyde Mini Park  
Interesection of Turk Street and Hyde Street

Commissioner MARK BUELL *President*  
Commissioner ALLAN LOW *Vice President*  
Commissioner TOM HARRISON  
Commissioner GLORIA BONILLA  
Commissioner KAT ANDERSON  
Commissioner ERIC MCDONNELL

SAN FRANCISCO RECREATION AND PARK DEPARTMENT  
CITY and COUNTY of SAN FRANCISCO  
McLaren Lodge, Golden Gate Park  
San Francisco, California 94117

PHILIP A. GINSBURG, *General Manager*

EDWIN M. LEE, *Mayor*

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**Exhibit:**

Exhibit A – Map depicting location of Premises

Exhibit B – Additional program information

**SAN FRANCISCO RECREATION AND PARK DEPARTMENT  
REVOCABLE PERMIT**

**THIS REVOCABLE PERMIT** (“Permit”), dated for reference purposes only as of May 1, 2017, is made by and between the City and County of San Francisco, a municipal corporation (“City” or “Department”), acting by and through its Recreation and Park Commission (“Commission”) and Tenderloin Community Benefit District (Permittee”).

City and Permittee agree as follows:

**1. License.**

City confers to Permittee a revocable personal, non-exclusive, and non-possessory privilege to enter upon and use that certain real property owned by City situated in the City and County of San Francisco, State of California, commonly known as Turk and Hyde Mini Park, located at the intersection of Turk Street and Hyde Street, San Francisco, California (“Permit Area”), as further shown on the map attached hereto as **Exhibit A**, for the limited purpose and subject to the terms, conditions and restrictions set forth below. This Permit gives Permittee a license only, and notwithstanding anything to the contrary herein, this Permit does not constitute a grant by City of any ownership, leasehold, easement or other property interest or estate whatsoever in the Permit Area, or any portion thereof. The privilege given to Permittee under this Permit is effective only insofar as the rights of City in the Permit Area are concerned, and Permittee shall obtain any further permission necessary because of any other existing rights affecting the Permit Area.

**2. Use of Permit Area.**

(A) Permittee understands and agrees that the Permit Area is a public space and shall remain open to the public at all times. Permittee may enter and use the Permit Area for the sole purpose of coordinating and facilitating community-based recreational programming (“**Permitted Activity**”) for seniors, children and their families. All activities must comply with the San Francisco Park Code. In particular, without a permit, no amplified sound is allowed; no sales or giveaway are allowed.

The Permitted Activity shall be open to all members of the public on an equal, “first-come, first-served” basis until maximum enrollment is reached.

(B) **Oversight of the Park.** In connection with coordinating activities at the Premises, Permittee shall establish and enforce reasonable rules, regulations, protocols and procedures for reporting potential hazards, dangers, violations, negative activities etc. occurring in the Park and to use reasonable efforts to notify the San Francisco Park Patrol, San Francisco Police Department, San Francisco Department of Public Works, or another appropriate contact to address such issues in the Park.

Permittee shall form and maintain throughout the Term the Turk & Hyde Steering Committee made up of key stakeholders in the Tenderloin to provide support, vision, guidance, resources, etc. in support of the continued positive activation of the park. Expected types of activations include:

- (i) Exercise classes
- (ii) Organized recreational play and socialization

(iii) Art and educational workshops

(C) Permittee understands that the Permit Area is a park that provides that adults are only permitted to enter if accompanied by children. Notwithstanding the foregoing, Permittee shall be permitted to organize activities that allow adults to enter the park without children. The date and time of those activities will be posted in advance and shall be on a regular basis and the City shall be provided with a copy of the schedule in advance.

(C) Permittee shall, at all times during the term hereof, actively use the Permit Area for those purposes stipulated in Section 2 above, and shall not terminate its activities on the Permit Area pursuant hereto without 30 days prior written notice to the City.

(D) Permittee hereby agrees to suffer no waste or injury to Permit Area and public areas used by Permittee, to keep Permit Area and all other areas used by Permittee in clean condition, and to remove all trash, rubbish, waste paper, cartons, and refuse from Permit Area and all other areas used by Permittee and place in containers provided for that purpose by Permittee.

### **3. Execution of Permitted Activity.**

Permittee may perform the Permitted Activity on the Permit Area on the following conditions, which are for the sole benefit of City:

(A) **Modification of the Permitted Activity.** The nature and scope of the Permitted Activity may not be revised or amended except upon the prior written approval of the City.

(B) **Permits and Approvals.** Before beginning any Permitted Activity in the Permit Area, Permittee shall obtain any and all permits, licenses and approvals (collectively, "approvals") of all regulatory agencies and other third parties that are required to commence and complete the Permitted Activity. Promptly upon receipt of such approvals, Permittee shall deliver copies to City. Permittee recognizes and agrees that no approval by City for purposes of Permittee's Activity hereunder shall be deemed to constitute the approval of any federal, state or local regulatory authority with jurisdiction, and nothing herein shall limit Permittee's obligation to obtain all such regulatory approvals, at Permittee's sole cost.

(C) **Plan of Operations.** Permittee has attached as part of this Permit, incorporated and made a part herein and referred to as **Exhibit B**, Plan of Operations, which fully describes Permittee's use of the Permit Area. Said Plan of Operations may be modified or expanded by Permittee during the term hereof as required in Permittee's best business judgment, with the prior approval of the City. Permittee agrees to comply with the Plan of Operations at all times. Failure to comply with the said provisions of said Plan will result in City terminating this Permit.

(D) **Supervision of Minors.** Permittee shall comply and shall require its contractors and subcontractors to comply with the obligations in California Public Resources Code Section 5164 if Permittee, or any contractor, or subcontractor is providing services at a City park, playground, recreational center or beach, Permittee shall not hire, and shall prevent any contractor or subcontractor from hiring, any person for employment or a volunteer position in a position having supervisory or disciplinary authority over a minor if that person has been convicted of any offense listed in Public Resources Code Section 5164. In addition, if Permittee or any contractor or subcontractor, is providing services to the City involving the supervision or discipline of minors, Permittee and any contractor or subcontractor shall comply with any and all applicable requirements under federal or state law mandating criminal history screening for positions involving the supervision of minors.

#### **4. Restrictions on Use.**

Permittee agrees that, by way of example only and without limitation, the following uses of the Permit Area by Permittee, or any other person claiming by or through Permittee, are inconsistent with the limited purpose of this Permit and are strictly prohibited as provided below:

(A) **Improvements.** Permittee shall not construct or place any temporary or permanent structures, fixtures or improvements in, on, under or about the Permit Area, nor shall Permittee make any alterations or additions to any of existing structures, fixtures or improvements on the Permit Area, unless Permittee first obtains City's prior written consent, which City may give or withhold in its sole and absolute discretion. Any improvements constructed on or affixed to the Permit Area or fixtures installed, by or on behalf of Permittee shall be at the Permittee's sole expense (i) in strict accordance with designs, plans and specifications approved in advance by the General Manger in writing, (ii) by duly licensed and bonded contractors or mechanics approved by the Department, (iii) in a good and professional manner, (iv) in strict compliance with all Laws (including, without limitation, all health, disabled access and building codes and ordinances), and (v) subject to all other conditions that the Department may reasonably impose, including, without limitation, provision of such completion security as is acceptable to City. In no event shall the construction or installation of any such Improvements or the making of any Alterations impair the use or operation of Department Facilities (if any), or any portion thereof, or the Department's access thereto. Prior to the commencement of any work to the Permit Area to construct any permitted Improvements or make any permitted Alterations, Permittee, at its sole expense, shall procure all required permits and approvals and shall promptly upon receipt deliver copies of all such documents to City. No material change from the plans and specifications approved by City may be made without City's prior written consent. City and its Agents shall have the right to inspect the course of such construction at all times. Upon completion of such Improvements or Alterations, permittee shall furnish City with a complete set of final as-built plans and specifications. Upon the Expiration Date or any earlier termination of this Permit, Permittee shall, upon City's request, remove all such improvements from Permit Area in accordance with the provisions of Section 15 below, unless City, at its sole option and without limiting any of the provisions of this section, specifies that such improvements shall remain on the Permit Area and shall become the City's property.

(B) **Dumping.** Permittee shall not cause or permit the dumping or other disposal on, under or about the Permit Area of landfill, refuse, Hazardous Material (as defined below) or any other materials that are unsightly or could pose a hazard to the human health or safety, native vegetation or wildlife, or the environment. The Permit Area shall be maintained to a present clean,

neat and orderly appearance by Permittee and Permittee shall dispose of refuse resulting from its use, including waste material, garbage and rubbish of all kinds as required by City.

(C) **Hazardous Material.** Permittee shall not cause, nor shall Permittee allow any of its Agents or Invitees (as such terms are defined below) to cause, any Hazardous Material (as defined below) to be brought upon, kept, used, stored, generated or disposed of in, on or about the Permit Area, or transported to or from the Permit Area. Permittee shall immediately notify City when Permittee learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on or about the Permit Area. Permittee shall further comply with all laws requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary to mitigate the release or minimize the spread of contamination. In the event that Permittee or its Agents or Invitees cause a release of Hazardous Material, Permittee shall, without cost to City and in accordance with all laws and regulations, return the Permit Area to the condition immediately prior to the release. In connection therewith, Permittee shall afford City a full opportunity to participate in any discussion with governmental agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material. For purposes hereof, "**Hazardous Material**" means material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to public health, welfare or the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 *et seq.*, or pursuant to Section 25316 of the California Health & Safety Code; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the Permit Area or are naturally occurring substances in the Permit Area, and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids. The term "**release**" or "**threatened release**" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the Permit Area.

(D) **Nuisances.** Permittee shall not conduct any activities on or about the Permit Area that constitute waste, nuisance or unreasonable annoyance (including, without limitation, emission of objectionable odors, noises or lights) to City, to the owners or occupants of neighboring property or to the public.

(E) **Damage.** Permittee shall use, and shall cause its Agents (as defined below) to use, due care at all times to avoid any damage to property of the City or the Permit Area and Permittee shall not do anything about the Permit Area that could cause damage to the Permit Area or any City property located thereon.

(F) **Use of Adjoining Land.** Permittee acknowledges that the privilege given under this Permit shall be limited strictly to the Permit Area. Permittee shall not use any adjoining lands of City.

## **5. Term of Permit.**

The privilege conferred to Permittee pursuant to this Permit shall commence on May 1, 2017 ("Commencement Date") upon approval and authorization of Permit by the Department

and shall expire at midnight on December 31, 2017 **or** upon the earlier termination under the terms of this Permit (“Expiration Date”). Under no circumstances shall Permittee enroll students or take reservations for the enrollment of students for participation in the Permitted Activity at the Permit Area beyond the Expiration Date without the express written consent of the City. City may at its sole option freely revoke this Permit at any time without cause and without any obligation to pay any consideration to Permittee.

**6. Insurance.**

**(A)** Permittee shall procure and keep in effect at all times during the term of this Permit, at Permittee's expense, insurance as follows:

- (i)** Commercial General Liability Insurance with limits not less than \$2,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Independent Contractors, and Products Liability Coverages.
- (ii)** Business Automobile Liability Insurance with limits not less than \$1,000,000 per each occurrence, Combined Single Limit for Bodily Injury and Property Damage, including coverages for Owned and Non-owned and hired auto coverage, as applicable.
- (iii)** Workers' Compensation Insurance with Employer's Liability Coverage with limits of not less than \$1,000,000 each accident.
- (iv)** 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 or Errors and Omissions policy.

**(B)** All liability policies required hereunder shall provide for the following:

- (i)** Name as additional insureds the City and County of San Francisco, its Recreation and Park Commission and Recreation and Park Department, and their officers, agents and employees; and
- (ii)** Specify that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Permit and that insurance applies separately to each insured against whom claim is made or suit is brought.

**(C)** All policies shall be endorsed to provide thirty (30) days prior written notice of cancellation, to City.

**(D)** Prior to the commencement date of this Permit, Permittee shall deliver to City certificates of insurance in form and with insurers satisfactory to City, evidencing the coverages required hereunder, together with complete copies of the policies at City's request. In the event

Permittee shall fail to procure such insurance, or to deliver such policies or certificates, City may immediately terminate this Permit and all rights granted to Permittee herein.

(E) 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 be double the occurrence or claims limits specified above.

(F) Should any of the required insurance be provided under a claims-made form, Permittee shall maintain such coverage continuously throughout the term of this Permit and, without lapse, for a period of three (3) years beyond the Permit expiration, to the effect that, should any occurrences during the Permit term give rise to claims made after expiration of the Permit, such claims shall be covered by such claims-made policies.

(G) Upon City's request, Permittee 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 Permittee for risks comparable to those associated with the Permit Areas, then City in its sole discretion may require Permittee to increase the amounts or coverage carried by Permittee hereunder to conform to such general commercial practice.

(H) Permittee's compliance with the provisions of this Section shall in no way relieve or decrease Permittee's indemnification obligations under this Permit or any of Permittee's other obligations hereunder. Notwithstanding anything to the contrary in this Permit, this Permit shall terminate immediately, upon the lapse of any required insurance coverage. Permittee shall be responsible, at its expense, for separately insuring Permittee's personal property.

#### **7. Compliance with Laws.**

Permittee shall, at its expense, conduct and cause to be conducted all activities on the Permit Area allowed hereunder in a safe and reasonable manner and in compliance with all laws, regulations, ordinances and orders of any governmental or other regulatory entity (including, without limitation, the Americans with Disabilities Act and any and all day care or nursery school licensing regulations) whether presently in effect or subsequently adopted and whether or not in the contemplation of the parties. Permittee shall, at its sole expense, procure and maintain in force at all times during its use of the Permit Area any and all business and other licenses or approvals necessary to conduct the activities allowed hereunder. Permittee understands and agrees that City is entering into this Permit in its capacity as a property owner with a proprietary interest in the Permit Area and not as a regulatory agency with police powers. Permittee further understands and agrees that no approval by City for purposes of this Permit shall be deemed to constitute approval of any federal, state, City or other local regulatory authority with jurisdiction, and nothing herein shall limit Permittee's obligation to obtain all such regulatory approvals at Permittee's sole cost or limit in any way City's exercise of its police powers.

#### **8. Covenant to Maintain Permit Area.**

In connection with its use hereunder, Permittee shall at all times, at its sole cost, perform supplemental caretaker duties in the Permit Area. The caretaker duties will be complementary cleaning and maintenance to that already provided by Department staff. Such duties include but are

not limited to litter removal, sticker removal, graffiti reporting and wipe down of play surfaces and equipments as needed. Permittee commits to keep the Permit Area in a good, clean, safe, secure, sanitary and sightly condition, so far as the Permit Area may be affected by Permittee's activities hereunder.

**9. Surrender.**

Upon the expiration of this Permit or within ten (10) days after any sooner revocation or other termination of this Permit, Permittee shall surrender the Permit Area in the same condition as received, free from hazards, broom clean, and clear of all debris. At such time, Permittee shall remove all of its property from the Permit Area, any signs, and, upon City's request, other structures or improvements permitted hereunder, including, without limitation, the Buildings, and all debris associated therewith. Permittee shall repair, at its cost, any damage to the Permit Area caused by such removal or Permittee's use hereunder. Permittee's obligations under this Section shall survive any termination of this Permit.

**10. Repair of Damage.**

If any portion of the Permit Area or any property of City located on or about the Permit Area is damaged or threatened by any of the activities conducted by Permittee or anyone acting by or through Permittee hereunder, Permittee shall immediately, at its sole cost, notify City of such damage or threat. City may, but shall not be obligated to, remedy such damage or threat at Permittee's sole cost, or City may elect to witness Permittee's repair work. In the event City elects not to remedy such damage or threat, Permittee shall repair any and all such damage and restore the Permit Area or property to its previous condition subject to City's inspection, review and approval.

Per Section 2 of this permit, Permittee recognizes the Permit Area is a public space and as such, activities such as community meetings and weekend rentals will be permitted during non-programming hours as specified in the Plan of Operations. Such permitted acitivities are subject pay for staff supervision, provide a security deposit and are required to clean up after use. From time to time, Permittee may need to do minor clean up after permitted use. However, if significant damage or clean up is needed in the Permit Area, Permittee is required to contact the Department no later than 48 hours of occurance.

**11. City's Right to Cure Defaults by Permittee.**

If Permittee fails to perform any of its obligations under this Permit to restore the Permit Area, remove or alter facilities or repair damage, or if Permittee defaults in the performance of any of its other obligations under this Permit, then City may, at its sole option, remedy such failure for Permittee's account and at Permittee's expense by providing Permittee with three (3) days' prior written or oral notice of City's intention to cure such default (except that no such prior notice shall be required in the event of an emergency as determined by City). Such action by City shall not be construed as a waiver of any rights or remedies of City under this Permit, and nothing herein shall imply any duty of City to do any act that Permittee is obligated to perform. Permittee shall pay to City upon demand, all costs, damages, expenses or liabilities incurred by City, including, without limitation, reasonable attorneys' fees, in remedying or attempting to remedy such default. Permittee's obligations under this Section shall survive the termination of this Permit.

**12. No Costs to City.**

Permittee shall bear all costs or expenses of any kind or nature in connection with its use of the Permit Area, and shall keep the Permit Area free and clear of any liens or claims of lien arising out of or in any way connected with its use of the Permit Area.

**13. Indemnity.**

Permittee shall indemnify, defend and hold harmless 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 injury to or death of any person or damage to or destruction of any property occurring in, on or about the Permit Area, or any part thereof, whether the person or property of Permittee, its officers, employees, agents, contractors or subcontractors (collectively, "Agents"), its invitees, guests or business visitors (collectively, "Invitees"), or third persons, relating to any use or activity under this Permit,

(B) Any failure by Permittee to faithfully observe or perform any of the terms, covenants or conditions of this Permit,

(C) The use of the Permit Areas or any activities conducted thereon by Permittee, its Agents or Invitees,

(D) Any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by Permittee, its Agents or Invitees, on, in, under or about the Permit Area, any improvements or into the environment, or

(E) Any failure by Permittee to faithfully observe or perform any terms, covenants or conditions of the Permit to the extent that such terms, covenants or conditions relate to or are triggered by the Permitted Activity to be performed or the facilities to be installed pursuant to this Permit; except solely to the extent of Claims resulting directly from the willful misconduct of City or City's authorized representatives. In addition to Permittee's obligation to indemnify City, Permittee 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 Permittee by 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 Permit Area and claims for damages or decreases in the value of adjoining property, relating to any use or activity by Permittee under this permit. Permittee's obligations under this Section shall survive the expiration or other termination of this Permit.

**14. Waiver of Claims.**

(A) Neither City nor any of its commissions, Departments, boards, officers, agents or employees shall be liable for any damage to the property of Permittee, its officers, Agents, Invitees employees, contractors or subcontractors, or their employees, or for any bodily injury or death to such persons, resulting or arising from the condition of the Permit Area or its use by Permittee.

**(B)** Permittee acknowledges that this Permit is freely revocable by City and in view of such fact, Permittee expressly assumes the risk of making any expenditures in connection with this Permit, even if such expenditures are substantial. Without limiting any indemnification obligations of Permittee or other waivers contained in this Permit and as a material part of the consideration for this Permit, Permittee fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action 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 present or future laws, statutes, or regulations, including, but not limited to, any claim for inverse condemnation or the payment of just compensation under the law of eminent domain, or otherwise at equity, in the event that City exercises its right to revoke or terminate this Permit.

**(C)** Permittee acknowledges that it will not be a displaced person at the time this Permit is terminated or revoked or expires by its own terms, and Permittee fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action 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 present or future laws, statutes, or regulations, including, without limitation, any and all claims for relocation benefits or assistance from City under federal and state relocation assistance laws.

**(D)** Permittee expressly acknowledges and agrees that the fees payable hereunder do not take into account any potential liability of City for any consequential or incidental damages including, but not limited to, lost profits arising out of disruption to the facilities or Permittee's uses hereunder. City would not be willing to give this Permit in the absence of a waiver of liability for consequential or incidental damages due to the acts or omissions of City or its Agents, and Permittee expressly assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligations of Permittee or other waivers contained in this Permit and as a material part of the consideration for this Permit, Permittee fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against City for consequential and incidental damages (including without limitation, lost profits), and covenants not to sue for such damages, City, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, arising out of this Permit or the uses authorized hereunder, including, without limitation, any interference with uses conducted by Permittee pursuant to this Permit, regardless of the cause, and whether or not due to the negligence of City or its Agents, except for the gross negligence and willful misconduct of City or its Agent.

In connection with the foregoing releases, Permittee acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

Permittee acknowledges that the releases contained herein include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Permittee realizes and acknowledges that it has agreed upon this Permit in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute

or other similar law now or later in effect. The releases contained herein shall survive any termination of this Permit.

(E) As part of Permittee's agreement to accept the Permit Area in its "As Is" condition as provided below, and without limited such agreement, Permittee on behalf of itself and its successors and assigns, waives its right to recover from, and forever releases and discharges, City and its Agents, and their respective heirs, successors, administrators, personal representatives and assigns, from any and all Claims, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way be connected with the physical or environmental condition of the Permit Area and any related improvements or any law or regulation applicable thereto or the suitability of the Permit Area for Permittee's intended use.

**15. As Is Condition of Permit Area; Disclaimer of Representations.**

Permittee accepts the Permit Area in its "AS IS" condition, without representation or warranty of any kind by City, its officers, agents or employees, including, without limitation, the suitability, safety, or duration of availability of the Permit Area or any facilities on the Permit Area for Permittee's use. Without limiting the foregoing, this Permit is made subject to all applicable laws, rules and ordinances governing the use of the Permit Area, and to any and all covenants, conditions, restrictions, easements, encumbrances, claims of title and other title matters affecting the Permit Area, whether foreseen or unforeseen, and whether such matters are of record or would be disclosed by an accurate inspection or survey. It is Permittee's sole obligation to conduct an independent investigation of the Permit Area and all matters relating to its use of the Permit Area hereunder, including, without limitation, the suitability of the Permit Area for such uses. Permittee, at its own expense, shall obtain such permission or other approvals from any third parties with existing rights as may be necessary for Permittee to make use of the Permit Area in the manner contemplated hereby.

**16. No Assignment.**

This Permit is personal to Permittee and shall not be assigned, conveyed or otherwise transferred by Permittee under any circumstances. Any attempt to assign, convey or otherwise transfer this Permit shall be null and void and cause the immediate termination and revocation of this Permit.

**17. Cessation of Use.**

Permittee will not terminate its activities on the Permit Area pursuant hereto without prior written notice to City.

**18. No Joint Ventures or Partnership; No Authorization.**

This Permit does not create a partnership or joint venture between City and Permittee as to any activity conducted by Permittee on, in or relating to the Permit Area. Permittee is not a state actor with respect to any activity conducted by Permittee on, in, or under the Permit Area. The giving of this Permit by City does not constitute authorization or approval by City of any activity conducted by Permittee on, in or relating to the Permit Area.

**19. 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. Permittee acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

**20. Non-Discrimination.**

(A) **Covenant Not to Discriminate.** In the performance of this Permit, Permittee 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, 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 Permittee, in any of Permittee'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 Permittee.

(B) **Subcontracts.** Permittee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-12B.2(k) and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Permittee's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

(C) **Non-Discrimination in Benefits.** Permittee does not as of the date of this Permit and will not during the term of this Agreement, in any of its operations within the United States, discriminate in the provision of benefits between employees with domestic partners and employees with spouses, and/or between 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 12.2(b) of the San Francisco Administrative Code.

(D) **Condition to Contract.** As a condition precedent to this Agreement, Permittee 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. The form is attached to this Permit as **Exhibit C**.

(E) **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated by reference and made a part of this Agreement as though fully set forth herein. Permittee shall comply fully with and be bound by all of the provisions that apply to this Permit under such Chapters 12B and 12C of the Administrative Code, including, but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Permittee 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 Permit may be assessed against Permittee and/or deducted from any payments due Permittee.

**21. Tropical Hardwoods and Virgin Redwood Ban.**

The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood product, virgin redwood, or virgin redwood product.

**22. Taxes, Assessments, Licenses, Permit Fees and Liens.**

(A) Permittee recognizes and understands that this Permit may create a possessory interest subject to property taxation and that Permittee may be subject to the payment of property taxes levied on such interest. Permittee further recognizes and understands that any transfer or assignment permitted under this Permit and any exercise of any option to renew or extend this Permit may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder.

(B) Permittee agrees to pay taxes of any kind, including, but not limited to, possessory interest taxes, that may be lawfully assessed on the interest hereby created and to pay all other taxes, excises, licenses, permit charges and assessments based on Permittee's usage of the Permit Area that may be imposed upon Permittee by law, all of which shall be paid when the same become due and payable and before delinquency.

(C) Permittee agrees not to allow or suffer a lien for any such taxes to be imposed upon the Permit Area or upon any equipment or property located thereon without promptly discharging the same, provided that Permittee, if so desiring, may have reasonable opportunity to contest the validity of the same.

(D) San Francisco Administrative Code Sections 23.6-1 and 23.6-2 require that the City and County of San Francisco report certain information relating to this Permit, and any renewals thereof, to the County Assessor within sixty (60) days after any such transaction, and that Permittee report certain information relating to any assignment of or transfer under this Permit to the County Assessor within sixty (60) days after such assignment or transfer transaction. Permittee agrees to provide such information as may be requested by the City to enable the City to comply with this requirement.

**23. Notices.**

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

<b>City or Department:</b>	Property Management Unit Recreation and Park Department McLaren Lodge Annex 501 Stanyan Street San Francisco, CA 94117
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**Permittee:** Tenderloin Community Benefits District  
Steve Gibson, Executive Director  
25 Taylor Street  
San Francisco, CA 94102

Notices herein shall be deemed given two (2) days after the date when they shall have been mailed if sent by first class, certified or overnight courier, or upon the date personal delivery is made.

**24. No Tobacco Advertising.**

Permittee acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on any real property owned by or under the control of the City, including the property which is the subject of this Permit. This 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 prohibition does not apply to any advertisement sponsored by a state, local or nonprofit entity designed to communicate the health hazards of cigarettes and tobacco products or to encourage people not to smoke or to stop smoking.

**25. Americans with Disabilities Act.**

Permittee shall provide the services specified in this Permit in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Permittee agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Permit and further agrees that any violation of this prohibition on the part of Permittee, its employees, agents or assigns shall result in automatic termination of this Permit.

**26. Destruction of Permit Area.**

In the event of the destruction of the Permit Area, or any part thereof, in which the operation is situated so as to make the service untenable, the rights and privileges granted hereunder may be terminated by City and City shall be under no legal obligation to Permittee by reason of said termination.

**27. Conflict of Interest.**

Permittee states that it is familiar with the provisions of Section C8.105 of the San Francisco Charter and certifies that it knows of no facts which would constitute a violation of such provisions. Permittee further certifies that it has made a complete disclosure to the City of all facts bearing on any possible interest, direct or indirect, which Permittee believes any officer or employee of the City presently has or will have in this Permit or in the performance thereof or in any portion of the profits thereof.

**28. No Obligation to Prevent Criminal Activity.**

City shall have no liability to Permittee for any criminal activity in, on or about the Permit Area.

**29. Pesticide Prohibition.**

Permittee acknowledges that pursuant to the City's Integrated Pest Management Ordinance, Chapter 39 of the San Francisco Administrative Code (IPM), the use of certain pesticides on City-owned properties are prohibited, unless otherwise exempted pursuant to Section 39.8 of the San Francisco Administrative Code. Permittee shall comply with all requirements of the IPM, including but not limited to the notification requirements of Section 39.5, the recordkeeping requirements of Section 39.7 of the San Francisco Administrative Code, and the requirements to submit to the contracting City department an Integrated Pest Management implementation plan pursuant to Section 39.1(a) (I) of the San Francisco Administrative Code.

**30. Counterparts**

This Permit may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

**31. General Provisions.**

(A) This Permit may be amended or modified only by a writing signed by the City and Permittee.

(B) No waiver by any party of any of the provisions of this Permit shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver.

(C) Unless otherwise specifically provided, all approvals and determinations of City requested, required or permitted hereunder may be made, in writing, in the sole and absolute discretion of the General Manager of the Recreation and Park Department.

(D) This instrument, including the exhibits hereto, contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings and agreements are merged herein.

(E) The section and other headings of this Permit are for convenience of reference only and shall be disregarded in the interpretation of this Permit.

(F) Time is of the essence.

(G) This Permit shall be governed by California law and City's Charter.

(H) If either party commences an action against the other or a dispute arises under this Permit, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs. For purposes hereof, reasonable attorneys' fees of City shall be based on the fees regularly charged by private attorneys in San Francisco with comparable experience.

(I) If Permittee consists of more than one person then the obligations of each person shall be joint and several.

(J) Permittee may not record this Permit or any memorandum hereof.

(K) Subject to the prohibition against assignments or other transfers by Permittee hereunder, this Permit shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns.

(L) Any sale or conveyance of the property burdened by this Permit by City shall automatically revoke this Permit.

(M) Notwithstanding anything to the contrary contained in this Permit, Permittee acknowledges and agrees that no officer or employee of City has authority to commit City to this Permit unless and until a resolution of City's Recreation and Park Commission shall have been duly adopted approving this Permit and authorizing the transaction contemplated hereby. Therefore, any obligations or liabilities of City hereunder are contingent upon enactment of such a resolution, and this Permit shall be null and void if City's Recreation and Park Commission does not approve this Permit, in its sole discretion.

**32. Disclosure.**

Permittee understands and agrees that under the City's Sunshine Ordinance (S.F. Administrative Code Chapter 67) and the State Public Records Law (Government Code Section 6250 et seq.), apply to this Permit and any and all records, information, and materials submitted to the City in connection with this Permit. Accordingly, any and all such records, information and materials may be subject to public disclosure in accordance with the City's Sunshine Ordinance and the State Public Records Law. Permittee hereby authorizes the City to disclose any records, information and materials submitted to the City in connection with this Permit.

PERMITTEE REPRESENTS AND WARRANTS TO CITY THAT IT HAS READ AND UNDERSTANDS THE CONTENTS OF THIS PERMIT, HAS HAD AN OPPORTUNITY TO REVIEW AND DISCUSS IT WITH COUNSEL OF ITS CHOOSING, AND AGREES TO COMPLY WITH AND BE BOUND BY ALL OF ITS PROVISIONS.

**CITY:**  
Recreation and Parks Department

**PERMITTEE:**  
Tenderloin Community Benefits District

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

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

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

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

**EXHIBIT A**

**MAP DEPICTING LOCATION OF PREMISES**



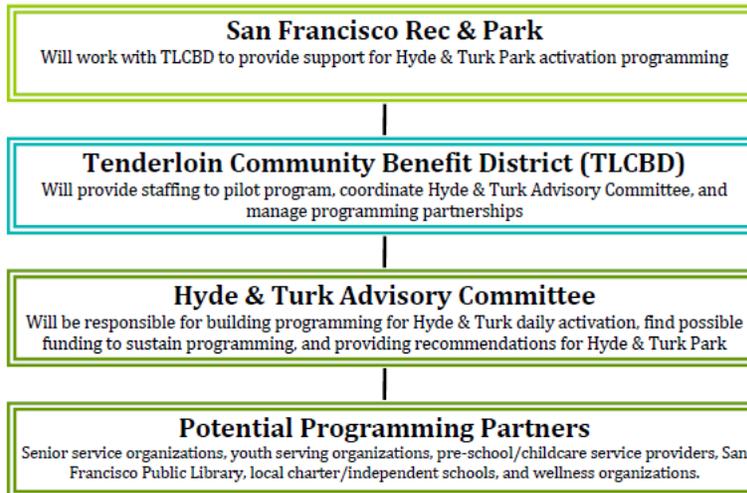
## EXHIBIT B

### ADDITIONAL PROGRAM INFORMATION

# Tenderloin Community Benefit District

*Core Purpose: To lead the evolution of the Tenderloin into a vibrant community for all.*

#### Hyde & Turk Park Activation Model



**Potential Advisory Committee Members:**

Rec & Park staff, TLCBD staff, Faithful Fools, YMCA, Demonstration Gardens, Curry Senior Center, San Francisco Public Library, Larkin Street Youth, SFPD, Sherriff Department, Boys & Girls Club, De Marillac Academy, Salvation Army, SF Downtown Senior Center, CCDC, TLHIP, BOS District Office, and Healing Well)

**Activation Schedule:**

Cleaning: 7:00 AM to 9:00 AM  
Activation: 9:00 AM to 7:00 PM  
Closing: 7:00 PM  
Days of Week: Sunday to Saturday

# Tenderloin Community Benefit District's Turk & Hyde Mini Park Activation Micro Grant Application - Draft

The Tenderloin Community Benefit District (TLCBD) developed the Micro Grant to provide financial support to partnering organizations and collaborators interested in providing positive and healthy activities to activate the Turk & Hyde Mini Park in San Francisco. These small grants can range between \$0 - \$500 for each request. There is a limited amount of total funding.

Please complete and submit the Micro Grant Application at least 2 weeks (14 calendar days) prior to the Activity Start Date.

All grant awardees' must submit proper receipts and invoices within 30 days after Activity End Date. A checklist will be provided to awardees' upon receiving grant funding.

About TLCBD:

The Core Purpose of the TLCBD is to "Lead the Evolution of the Tenderloin into a Vibrant Community for ALL." We work to amplify neighborhood pride, improve the physical environment and harness economic opportunity to fulfill this vision for a healthy, sustainable neighborhood.

\* Required

## 1. Email address \*

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## 2. Organization Name: \*

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## 3. Name of Activation Activity: \*

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**4. Please describe the Activation Activity. \***

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**5. Amount Requested: \***

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**6. Please list the specific uses of the funds (budget). \***

example: paint brushes \$30.00

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**7. Start Date of Activity: \***

Example: December 15, 2012

**8. End Date of Activity: \***

Example: December 15, 2012

**9. Start Time of Activity \***

Example: 8:30 AM

**10. End Time of Activity \***

Example: 4:03:32 (4 hours, 3 minutes, 32 seconds)

**11. Will this activity be repeated \***

Mark only one oval.

Yes

No

Other: \_\_\_\_\_

**12. Who are the target participants of this Activity? \***

*Check all that apply.*

- Children (ages 0-12)
- Youth (ages 13-17)
- Transitional-Aged Youth (ages 18-24)
- Adults (ages 25-64)
- Seniors (ages 65 and older)
- Other: \_\_\_\_\_

**13. How many participants are you expecting? \***

\_\_\_\_\_

**14. Questions and comments**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Contact Information

Please make sure all information is correct.

**15. Name \***

\_\_\_\_\_

**16. Phone Number \***

\_\_\_\_\_

**17. E-mail \***

\_\_\_\_\_

**18. Preferred contact method \***

*Check all that apply.*

- Phone
- Email

## Application Completed

Thank you for your submission and your collaborative effort to help activated the Turk & Hyde Mini Park. Someone will contact you shortly.

If you have any questions or concerns, please contact Phoet Tak at [phoet@tlcbd.org](mailto:phoet@tlcbd.org) or call 415-308-1989.

A copy of your responses will be emailed to the address you provided

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