

SAN FRANCISCO WAR MEMORIAL AND PERFORMING ARTS CENTER

RENTAL REQUESTS: September 9, 2021

DAVIES SYMPHONY HALL

The San Francisco Symphony requests use of the first of two catering exemptions for 2021-22 to engage McCalls & Associates to provide food and beverage services as follows:

San Francisco Symphony Opening Night Festivities (Zellerbach A)	October 1, 2021	catering %
San Francisco Symphony 2021-22 Season (Partial)	Feb 1, 2022 – May 31, 2022	\$210,970.00 vs 10% \$237,070.00 maximum

HERBST THEATRE

Samoan Community Development Center Pacific Islander Youth Alliance 25 Year Celebration	August 11, 2021	\$775.00
San Francisco State University PATH Student Recognition Ceremony – Classes of 2020 and 2021	September 21, 2021	\$1,375.00
New Century Chamber Orchestra 3 Concerts as part of 2021-22 Season	October 2, 2021 November 6, 2021 May 14, 2022	\$4,125.00
MGD Productions Eva Allyon	November 5, 2021	\$2,750.00
A&K Construction Group F.W.M. Presents “In a moment of silence”	December 4, 2021	\$2,750.00
Mario B. Productions Runway Elites	December 5, 2021	\$2,750.00
American Bach Soloists A Baroque New Year’s Eve at the Opera	December 31, 2021	\$1,375.00
Omni Foundation for the Performing Arts International Guitar Night David Russell Yamandu Costa with Richard Scofano	March 3, 2022 April 2, 2022	\$4,125.00
Notable, Inc. Pasquale Esposito	April 23, 2022	\$1,375.00
French American International School Graduation Ceremony & Reception	June 3, 2023	\$2,750.00

SAN FRANCISCO WAR MEMORIAL AND PERFORMING ARTS CENTER

RENTAL REQUESTS: September 9, 2021

Earplay		\$2,750.00
Concert	January 31, 2022	
Concert	May 9, 2022	
San Francisco Girls Chorus	May 23 & 24, 2022	\$2,475.00
Rehearsal and Performance Spring Concert		
UC San Francisco, Graduate Division	May 20, 2022	\$775.00
Traditional Commencement Ceremony for PhD and Master's programs		
University of Pennsylvania	August 20, 2022	\$1,375.00
Wharton School of Business Graduation		
University of Pennsylvania	May 6, 2023	\$1,375.00
Wharton School of Business Graduation		
Star Dance Studio	June 9-11, 2022	\$3,850.00
Rehearsal & Performance 2 Evenings Dance Recital		

WILSEY CENTER

San Francisco Opera Guild		
2021-22 Opera Scouts Meetings	September 2021-May 2022	\$4,000.00
2022 Summer Conservatory	July 11-29, 2022	\$3,825.00*
Earplay	March 21, 2022	\$825.00
Concert		
Symphony Parnassus	Atrium Theater & Ed Studio	\$2,150.00
Concert	January 30, 2022	
Concert	April 3, 2022	
West Edge Opera	April 9 & 10, 2022	\$1,650.00
Rehearsal and two Performances of Snapshot 2022		

San Francisco War Memorial & Performing Arts Center
Refund Requests: September 9, 2021

VENUE	LICENSEE	EVENT DATE(S)	AMOUNT
Herbst Theatre	Sha'ar Zahav	9/6, 9/7, 9/15, 9/16/2021	\$ 3,500.00
Herbst Theatre	GAPA Foundation	9/18/2021	\$ 1,125.00
Herbst Theatre	Foundation Filipino Women's Network	9/29/2021	\$ 1,850.00
Herbst Theatre Total:			\$ 6,475.00
Green Room	Equal Justice Society	9/20/2021	\$ 400.00
Green Room	ASCE SF Section	9/24/2021	\$ 400.00
Green Room	Filipina Women's Network	9/29/2021	\$ 950.00
Green Room	Human Rights Commission	9/30/2021	\$ 550.00
Green Room	SHE-CAN GLOBAL	11/13/2021	\$ 1,400.00
Green Room Total:			\$ 3,700.00
Grand Total:			\$ 10,175.00

San Francisco War Memorial
FY 2021-22 Revenue Report - July 31, 2021

REF.		JULY REVENUE	YEAR TO DATE	LAST YEAR TO DATE	FY 2018-2019
	FACILITY RENTAL				
435511	Opera House	\$ -	\$ -	\$ 6,725.00	\$ 259,320.00
435512	Green Room	-	-	-	142,290.00
435521	Herbst Theatre	-	-	250.00	171,330.00
435531	Davies Symphony Hall	-	-	-	137,240.00
435542	Wilsey Center	-	-	5,530.00	43,870.00
462891	Zellerbach Rehearsal Hall	26,390.00	26,390.00		9,215.00
	OFFICE RENTAL				
435517	San Francisco Ballet (OH)	-	-		1,869.68
435519	San Francisco Opera (OH)	15,060.52	15,060.52	15,060.52	26,997.64
435539	San Francisco Symphony (DSH)	15,170.40	15,170.40	15,170.40	28,638.00
435540	Veterans Bldg. Office Rent (SFO)	37,979.87	37,979.87		71,661.80
462861	Veterans Building Occupancy Fees	9,846.42	9,846.42	11,130.27	1,625.82
	FOOD/BEVERAGE CONCESSIONS				
435611	Opera House	-	-		47,548.69
435611	Herbst Theatre	-	-		19,926.80
435631	Davies Symphony Hall	-	-		11,161.08
	PROGRAM CONCESSIONS				
435612	Opera House	-	-		200.03
435612	Herbst Theatre	-	-		-
435632	Davies Symphony Hall	-	-		2,235.02
	OTHER				
435232	Parking Fees	829.00	829.00		5,585.50
462899	Miscellaneous Revenue	-	-		23,562.00
GROSS REVENUE		\$ 105,276.21	\$ 105,276.21	\$ 53,866.19	\$ 1,004,277.06
	Less 15% War Memorial Reserve	(15,791.43)	(15,791.43)	(8,079.93)	(150,641.56)
	Payment to War Memorial Commission	(2,500.00)	(2,500.00)	(3,369.00)	(3,216.00)
NET REVENUE		\$ 86,984.78	\$ 86,984.78	\$ 42,417.26	\$ 850,419.50
	OTHER FUNDS				
435614	Concessions Equipment Replacement	\$ -	\$ -	\$ -	\$ 4,306.73

San Francisco War Memorial
FY 2021 - 2022 Appropriations Report - July 31, 2021

Account	DESCRIPTION	REVISED APPROPRIATION	YTD ENCUMBERED & EXPENDED	BALANCE
501010	Permanent Salaries	\$ 6,473,700	\$ 356,850	\$ 6,116,850
505010	Temporary Salaries	\$ 381,958	\$ 43,373	\$ 338,585
509010	Premium Pay	\$ 108,247	\$ 4,860	\$ 103,387
510210	One-Time Salaries Payments		\$ 19,370	\$ (19,370)
511010	Overtime	\$ 185,077	\$ 17,107	\$ 167,970
501070	Holiday	\$ 99,318	\$ 7,178	\$ 92,140
513000	Mandatory Fringe Benefits	\$ 3,484,112	\$ 228,736	\$ 3,255,376
521030	Air Travel	\$ -	\$ -	\$ -
521050	Non-Air Travel	\$ -	\$ -	\$ -
522000	Training	\$ 22,600	\$ -	\$ 22,600
523010	Auto Mileage // Local Field Expense	\$ -	\$ -	\$ -
524010	Membership Dues	\$ 3,795	\$ -	\$ 3,795
527090	Special Inspection & Testing Services	\$ 3,952	\$ 13,743	\$ (9,791)
527610	Systems Consulting	\$ 41,989	\$ 1,046	\$ 40,942
527990	Other Professional Services	\$ 81,320	\$ 94,844	\$ (13,524)
528010	Scavenger Service	\$ 224,432	\$ 53,269	\$ 171,163
528030	Pest Control	\$ 45,889	\$ 18,064	\$ 27,825
528910	Elevator Service	\$ 262,170	\$ 56,074	\$ 206,096
528990	Other Building Maintenance Services	\$ 806,183	\$ 452,123	\$ 354,060
529110	Data/Word Processing Maintenance	\$ 16,620	\$ 1,620	\$ 15,000
529990	Other Equipment Maintenance	\$ 37,282	\$ 17,982	\$ 19,300
531000	Equipment Lease/Rental	\$ 17,989	\$ 6,582	\$ 11,407
535000	Other Current Expenses (535000-535990)	\$ 67,357	\$ 41,988	\$ 25,368
540000	Materials & Supplies	\$ 346,059	\$ 90,429	\$ 255,630
552110	Taxes (Community Benefit District)	\$ 275,851	\$ -	\$ 275,851
552115	Sales Tax	\$ -	\$ -	\$ -
552210	Fees, Licenses and Permits	\$ 34,169	\$ 730	\$ 33,439
581051	PUC - Light, Heat and Power	\$ 958,817		\$ 958,817
581063	PUC - Sewer Service	\$ 77,412	\$ 4,513	\$ 72,899
581064	PUC - Water	\$ 74,031	\$ 4,714	\$ 69,317
581140	DT - Technology Projects	\$ -		\$ -
581210	DT - Technology Infrastructure	\$ 149,552		\$ 149,552
581270	City Attorney - Legal Services	\$ 93,000		\$ 93,000
581325	DTIS - Enterprise Agreement	\$ 11,553		\$ 11,553
581360	DTIS - Telephone Services	\$ 30,480		\$ 30,480
581410	GSA - Custodial Services	\$ 2,742,425		\$ 2,742,425
581450	DHR - Management Training	\$ 19,855		\$ 19,855
581460	DHR - Workers Compensation	\$ 130,447		\$ 130,447
581570	DPH - Medical Services/Training	\$ 21,921		\$ 21,921
581580	DPH - Toxic Waste & Haz. Mat Svcs.	\$ 14,917		\$ 14,917
581820	Purchasing - Reproduction	\$ 8,500		\$ 8,500
581880	Rec. Park - Gardener Services	\$ 187,264		\$ 187,264
	TOTAL OPERATING	\$ 17,540,243	\$ 1,535,196	\$ 16,005,047
14680	Facilities Maintenance	\$ 585,888	\$ 5,625	\$ 580,263
067ACP	Capital Improvements	\$ -	\$ -	\$ -
067ACP	Capital Equipment	\$ -	\$ -	\$ -
	GRAND TOTAL	\$ 18,126,131	\$ 1,540,821	\$ 16,585,310
10000	Debt Service	\$ 9,502,809	\$ -	\$ 9,502,809
14720	War Memorial Reserve	\$ 1,666,920	\$ 168,626	\$ 1,498,294
14700	Concessions Equip. Repl. Fund	\$ 52,424	\$ -	\$ 52,424

San Francisco War Memorial
FY 2021-2022 Housekeeping Expenditures - July 31, 2021

PO Number	Description	Amount	Fund Source
PURCHASE ORDER			
535735	AGURTO CORPORATION DBA PESTEC	\$ 11,000.00	14670
535768	STAPLES BUSINESS ADVANTAGE	\$ 2,000.00	14670
535774	U S PURE WATER CORP	\$ 440.00	14670
535792	BANNER UNIFORM CENTER	\$ 5,000.00	14670
535838	UNITED CALIFORNIA GLASS & DOOR	\$ 6,961.20	14670
537221	R B PETROLEUM SERVICES	\$ 2,520.00	14670
537604	B B I ENGINEERING INC	\$ 3,000.00	14670
537655	HOLZMUELLER CORP	\$ 3,000.00	14670
537676	KONE INC	\$ 3,000.00	14670
538842	TREE MANAGEMENT EXPERTS	\$ 4,034.25	14670
538854	SHERWIN-WILLIAMS CO	\$ 2,313.79	14670
538865	KONE INC	\$ 3,000.00	14670
539209	HOLZMUELLER CORP	\$ 3,000.00	14670
539231	B B I ENGINEERING INC	\$ 3,000.00	14670
539395	SCHNEIDER ELECTRIC BUILDINGS AMERICAS	\$ 3,000.00	14670
539409	SIEMENS INDUSTRY INC	\$ 3,000.00	14670
539413	TK ELEVATOR CORPORATION	\$ 3,000.00	14670
539418	UNITED CALIFORNIA GLASS & DOOR	\$ 3,000.00	14670
539421	SYSERCO, INC	\$ 3,000.00	14670
539781	STAPLES BUSINESS ADVANTAGE	\$ 139.83	14670
540320	PITNEY BOWES GLOBAL FINANCIAL SVCS LLC	\$ 793.00	14670
540589	KONICA MINOLTA BUSINESS SOLUTNS USA INC	\$ 3,181.73	14670
540706	ZONES, LLC	\$ 125.51	14670
540803	RESTORATION MANAGEMENT COMPANY	\$ 8,000.00	14670
542364	XTECH	\$ 3,230.00	14670
542983	UNION SERVICE COMPANY INC	\$ 9,000.00	14670
543078	D T C GRIP & ELECTRIC INC	\$ 8,180.46	14720
543092	PACE SUPPLY CORP	\$ 653.20	14670
543227	B B I ENGINEERING INC	\$ 107.99	14670
543253	GRAINGER	\$ 2,434.18	14670
543269	EWING IRRIGATION PRODUCTS INC	\$ 2,124.34	14670
543600	INTERNATIONAL CONTACT INC	\$ 310.00	14670
543690	CAL WEST SERVICE INC	\$ 1,200.00	14670
543772	UNITED CALIFORNIA GLASS & DOOR	\$ 2,800.40	14670
544204	Artifax Software Limited	\$ 25,000.00	14670
544224	B B I ENGINEERING INC	\$ 8,267.32	14670
544374	STAPLES BUSINESS ADVANTAGE	\$ 91.99	14670
544377	MEADOW DESIGN INC	\$ 5,060.00	14670
544399	XTECH	\$ 5,000.00	14670
544414	UNITED RENTALS (NORTH AMERICA)INC	\$ 1,500.00	14670
544778	SYSERCO, INC	\$ 7,100.00	14670
545235	GALINDO INSTALLATION & MOVING SERVICES	\$ 11,424.00	14670
545373	CD & POWER	\$ 2,000.00	14670
545588	INTEC SOLUTIONS INC	\$ 968.40	14670
545785	SCHNEIDER ELECTRIC BUILDINGS AMERICAS	\$ 59,241.42	14670
545788	RMI MECHANICAL CONTRACTOR INC	\$ 3,382.00	14670

San Francisco War Memorial FY 2021-2022 Housekeeping Expenditures - July 31, 2021			
PO Number	Description	Amount	Fund Source
<u>PURCHASE ORDER</u>			
545793	RMI MECHANICAL CONTRACTOR INC	\$ 3,878.00	14670
545817	CD & POWER	\$ 4,033.76	14670
	Total	\$ 246,496.77	
FUND CODE:	DESCRIPTION:		
14670	Operating		
14680	Facilities Maintenance		
14690	Capital Projects		
14700	Concessions Equipment Replacement Fund		
14720	War Memorial Reserve		

San Francisco War Memorial
FY 2021-22 Revenue Report - August 31, 2021

REF.		AUG. REVENUE	YEAR TO DATE	LAST YEAR TO DATE	FY 2018-2019
	FACILITY RENTAL				
435511	Opera House	\$ 96,800.00	\$ 96,800.00	\$ 6,725.00	\$ 279,581.90
435512	Green Room	11,950.00	11,950.00	-	165,550.00
435521	Herbst Theatre	51,250.00	51,250.00	2,800.00	241,175.00
435531	Davies Symphony Hall	53,680.00	53,680.00	520.00	203,970.00
435542	Wilsey Center	29,720.00	29,720.00	5,530.00	45,920.00
462891	Zellerbach Rehearsal Hall	370.00	26,760.00	-	72,880.00
	OFFICE RENTAL				
435517	San Francisco Ballet (OH)	7,834.14	7,834.14		5,609.04
435519	San Francisco Opera (OH)	30,121.04	45,181.56	45,181.56	40,496.46
435539	San Francisco Symphony (DSH)		15,170.40	30,340.80	42,957.00
435540	Veterans Bldg. Office Rent (SFO)	75,786.55	113,766.42	75,959.74	107,492.70
462861	Veterans Building Occupancy Fees	9,846.42	19,692.84	20,976.69	1,625.82
	FOOD/BEVERAGE CONCESSIONS				
435611	Opera House	-	-		50,523.14
435611	Herbst Theatre	-	-		19,926.80
435631	Davies Symphony Hall	-	-		55,535.21
	PROGRAM CONCESSIONS				
435612	Opera House	-	-		200.03
435612	Herbst Theatre	-	-		-
435632	Davies Symphony Hall	-	-		4,225.02
	OTHER				
435232	Parking Fees	2,739.00	3,568.00		9,802.50
462899	Miscellaneous Revenue	4,716.00	4,716.00		51,752.10
GROSS REVENUE		\$ 374,813.15	\$ 480,089.36	\$ 188,033.79	\$ 1,399,222.72
	Less 15% War Memorial Reserve	(56,221.97)	(72,013.40)	(28,205.07)	(209,883.41)
	Payment to War Memorial Commission	(2,500.00)	(2,500.00)	(6,738.00)	(6,432.00)
NET REVENUE		\$ 316,091.18	\$ 405,575.96	\$ 153,090.72	\$ 1,182,907.31
	OTHER FUNDS				
435614	Concessions Equipment Replacement	\$ -	\$ -	\$ -	\$ 4,306.73

San Francisco War Memorial
FY 2021 - 2022 Appropriations Report - August 31, 2021

Account	DESCRIPTION	REVISED APPROPRIATION	YTD ENCUMBERED & EXPENDED	BALANCE
501010	Permanent Salaries	\$ 6,473,700	\$ 782,601	\$ 5,691,099
505010	Temporary Salaries	\$ 381,958	\$ 93,659	\$ 288,299
509010	Premium Pay	\$ 108,247	\$ 14,067	\$ 94,180
510210	One-Time Salaries Payments		\$ 36,557	\$ (36,557)
511010	Overtime	\$ 185,077	\$ 44,956	\$ 140,121
501070	Holiday	\$ 99,318	\$ 7,178	\$ 92,140
513000	Mandatory Fringe Benefits	\$ 3,484,112	\$ 440,898	\$ 3,043,214
521030	Air Travel	\$ -	\$ -	\$ -
521050	Non-Air Travel	\$ -	\$ -	\$ -
522000	Training	\$ 22,600	\$ -	\$ 22,600
523010	Auto Mileage // Local Field Expense	\$ -	\$ -	\$ -
524010	Membership Dues	\$ 3,795	\$ -	\$ 3,795
527090	Special Inspection & Testing Services	\$ 3,952	\$ 13,748	\$ (9,796)
527610	Systems Consulting	\$ 41,989	\$ 1,046	\$ 40,942
527990	Other Professional Services	\$ 81,320	\$ 96,244	\$ (14,924)
528010	Scavenger Service	\$ 224,432	\$ 53,269	\$ 171,163
528030	Pest Control	\$ 45,889	\$ 18,064	\$ 27,825
528910	Elevator Service	\$ 262,170	\$ 64,764	\$ 197,406
528990	Other Building Maintenance Services	\$ 730,761	\$ 464,820	\$ 265,941
529110	Data/Word Processing Maintenance	\$ 16,620	\$ 1,620	\$ 15,000
529990	Other Equipment Maintenance	\$ 37,282	\$ 21,307	\$ 15,975
531000	Equipment Lease/Rental	\$ 17,989	\$ 21,751	\$ (3,762)
535000	Other Current Expenses (535000-535990)	\$ 67,317	\$ 42,524	\$ 24,793
540000	Materials & Supplies	\$ 327,517	\$ 118,503	\$ 209,014
552110	Taxes (Community Benefit District)	\$ 275,851	\$ -	\$ 275,851
552115	Sales Tax	\$ -	\$ -	\$ -
552210	Fees, Licenses and Permits	\$ 34,169	\$ 730	\$ 33,439
581051	PUC - Light, Heat and Power	\$ 958,817		\$ 958,817
581063	PUC - Sewer Service	\$ 77,412	\$ 4,513	\$ 72,899
581064	PUC - Water	\$ 74,031	\$ 4,714	\$ 69,317
581140	DT - Technology Projects	\$ -		\$ -
581210	DT - Technology Infrastructure	\$ 149,552		\$ 149,552
581270	City Attorney - Legal Services	\$ 93,000		\$ 93,000
581325	DTIS - Enterprise Agreement	\$ 11,553		\$ 11,553
581360	DTIS - Telephone Services	\$ 30,480		\$ 30,480
581410	GSA - Custodial Services	\$ 2,742,425		\$ 2,742,425
581450	DHR - Management Training	\$ 19,855		\$ 19,855
581460	DHR - Workers Compensation	\$ 130,447		\$ 130,447
581570	DPH - Medical Services/Training	\$ 21,921		\$ 21,921
581580	DPH - Toxic Waste & Haz. Mat Svcs.	\$ 14,917		\$ 14,917
581820	Purchasing - Reproduction	\$ 8,500		\$ 8,500
581880	Rec. Park - Gardener Services	\$ 187,264		\$ 187,264
	TOTAL OPERATING	\$ 17,446,239	\$ 2,347,533	\$ 15,098,706
14680	Facilities Maintenance	\$ 585,888	\$ 34,976	\$ 550,912
067ACP	Capital Improvements	-	-	-
067ACP	Capital Equipment	-	-	-
	GRAND TOTAL	\$ 18,032,127	\$ 2,382,509	\$ 15,649,618
10000	Debt Service	\$ 9,502,809	\$ 2,658,210	\$ 6,844,599
14720	War Memorial Reserve	\$ 1,666,920	\$ 168,626	\$ 1,498,294
14700	Concessions Equip. Repl. Fund	\$ 52,424	\$ -	\$ 52,424

San Francisco War Memorial FY 2021-2022 Housekeeping Expenditures - August 31, 2021			
PO Number	Description	Amount	Fund Source
<u>PURCHASE ORDER</u>			
546293	RECOLOGY SUNSET SCAVENGER COMPANY	\$ 53,269.29	14670
546680	BAY PHOTO LAB	\$ 5,000.00	14670
547321	CANON SOLUTIONS AMERICA INC	\$ 13,964.94	14670
547436	CD & POWER	\$ 16,105.04	14680
548110	C H BULL CO	\$ 3,000.00	14670
548129	BANNER UNIFORM CENTER	\$ 1,500.00	14670
548307	GRAINGER	\$ 710.16	14670
548316	KELLY-MOORE PAINT CO INC	\$ 484.44	14670
548337	JCX EXPENDABLES	\$ 1,034.00	14670
548343	RMI MECHANICAL CONTRACTOR INC	\$ 546.00	14670
548348	GRAINGER	\$ 3,771.85	14670
548358	MALTBY ELECTRIC SUPPLY CO INC	\$ 252.24	14670
548393	D T C GRIP & ELECTRIC INC	\$ 617.56	14670
548398	BEAR COMMUNICATIONS INC	\$ 108.55	14670
548402	UNITED CALIFORNIA GLASS & DOOR	\$ 2,684.72	14670
548407	CREST/GOOD MFG CO INC	\$ 4,096.50	14670
548411	MALTBY ELECTRIC SUPPLY CO INC	\$ 519.92	14670
549856	XTECH	\$ 45.00	14670
550226	KELLY-MOORE PAINT CO INC	\$ 276.96	14670
550587	MCCLURE ELECTRIC INC	\$ 8,690.00	14670
551118	MCCLURE ELECTRIC INC	\$ 795.00	14670
551307	C H BULL CO	\$ 3,000.00	14670
551966	KELLY-MOORE PAINT CO INC	\$ 69.08	14670
551978	GARLAND/DBS INC	\$ 6,691.30	14670
552431	CREST/GOOD MFG CO INC	\$ 785.76	14670
552438	GRAINGER	\$ 735.00	14670
553113	SIMONDS MACHINERY CO	\$ 410.00	14670
553120	MCCLURE ELECTRIC INC	\$ 978.00	14670
553311	XTECH	\$ 3,315.00	14670
553429	RMI MECHANICAL CONTRACTOR INC	\$ 13,151.40	14680
	Total	\$ 146,607.71	
FUND CODE:	DESCRIPTION:		
14670	Operating		
14680	Facilities Maintenance		
14690	Capital Projects		
14700	Concessions Equipment Replacement Fund		
14720	War Memorial Reserve		

[illegible]

CITY AND COUNTY OF SAN FRANCISCO



DENNIS J. HERRERA
City Attorney

OFFICE OF THE CITY ATTORNEY

ANDREW SHEN
Deputy City Attorney

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Email: andrew.shen@sfcityatt.org

MEMORANDUM

TO: ALL CITY ELECTED OFFICIALS
ALL CITY BOARD AND COMMISSION MEMBERS
ALL CITY DEPARTMENT HEADS

FROM: Ronald P. Flynn
Chief Deputy City Attorney

Yvonne R. Meré
Chief of Complex and Affirmative Litigation

Keslie Stewart
Head Attorney for Public Integrity

Andrew Shen
Head Attorney, Ethics and Elections

DATE: August 10, 2021

RE: Recology - Gifts and Behested Payments

On March 3, 2021, the City and Recology San Francisco, Sunset Scavenger Company, and Golden Gate Disposal & Recycling Company (collectively "SF Recology Companies") entered into a Settlement Agreement resolving claims related to SF Recology Companies' overcollection of refuse collection funds assessed against San Francisco residents and businesses between July 1, 2017 and March 31, 2021. As you are likely aware, under the Settlement Agreement, the SF Recology Companies will reimburse ratepayers approximately \$94 million, including interest, for these overpayments.

On June 30, 2021, Judge Schulman of the San Francisco Superior Court approved and entered a Stipulated Injunction and Consent Judgment regarding the SF Recology Companies overcollection.

Under the Stipulated Injunction, the SF Recology Companies are ordered to comply with disclosure requirements as well as the following ethics-related restrictions. For four years, or until June 30, 2025, the SF Recology Companies cannot:

- make any gift of any value to any City employee or officer; or
- make any payment of any value made at the behest of any City employee or officer.

For the purposes of the Stipulated Injunction, a "gift" is defined according to State law. In general, a gift is any item or payment received by a public official for which the public official does not provide equal or greater consideration. Cal. Gov. Code § 82028; 2 C.C.R. § 18942. Likewise, consistent with State and local law, a "behested payment" is defined as any payment made "at the behest of" a City employee or officer, or an agent thereof, for any governmental or charitable purpose. See Cal. Gov. Code § 82004.5; S.F. Campaign & Governmental Conduct Code § 3.600. The Stipulated Injunction defines "at the behest of" as "under the control or at the

MEMORANDUM

TO: ALL CITY ELECTED OFFICIALS
ALL CITY BOARD AND COMMISSION MEMBERS
ALL CITY DEPARTMENT HEADS
DATE: August 10, 2021
PAGE: 2
RE: Recology - Gifts and Behested Payments

direction of, in cooperation, consultation, coordination, or concert with, at the request or suggestion of, or with the express, prior consent of.” “City officer” includes any City elective officer, City commissioner, and City department head. See S.F. Campaign & Governmental Conduct Code § 3.203.

Note that these restrictions on gifts and behested payments do not apply solely to City departments, officers, and employees who have a direct contractual or regulatory relationship with the SF Recology Companies. These restrictions apply to all City officers and employees, regardless of the nature of their relationship with the SF Recology Companies. Under the Stipulated Injunction, the SF Recology Companies may continue to make charitable contributions to any 501(c)(3) nonprofit organization, if such charitable contributions are not made at the behest of a City employee or officer.

But under this Stipulated Injunction, for example, the SF Recology Companies cannot:

- take a group of City employees or officers out for dinner;
- pay for a group of City employees or officers to attend a sporting event or luncheon;
- make a charitable contribution to a local 501(c)(3) nonprofit organization, at the request of a City elected official; or
- make a donation to a City program, or a 501(c)(3) nonprofit organization operating as a “friends group” for a City department, at the request of a City employee or officer.

The Stipulated Injunction applies to the SF Recology Companies, not to any City departments, officers or employees. Nonetheless, the Stipulated Injunction’s terms will bear on the SF Recology Companies’ interactions with City officials, and may alter your and your department’s requests of the SF Recology Companies. The SF Recology Companies bear the responsibility of abiding by the terms of the Stipulated Injunction, but the cooperation of City officers and employees with the Stipulated Injunction’s restrictions would further compliance with these Court-enforced rules. Also, if you learn of potential violations of the Stipulated Injunction by the SF Recology Companies, please contact the City Attorney’s Office. For your reference, a copy of the Stipulated Injunction approved and entered by the court is attached.

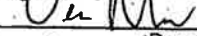
Lastly, the Stipulated Injunction does not replace or supersede any otherwise applicable ethics and gift laws that may apply to the SF Recology Companies. Guidance about these laws is available in the City Attorney’s Office’s Good Government Guide, available under the “Good Government” tab at sfcityattorney.org.

If you have any questions, please contact Deputy City Attorney Andrew Shen at andrew.shen@sfcityatty.org.

FILED
San Francisco County Superior Court

JUN 30 2021

CLERK OF THE COURT

BY: 
Deputy Clerk

1 DENNIS J. HERRERA, State Bar No. 139669
City Attorney

2 RONALD P. FLYNN, State Bar No. 184186
Chief Deputy City Attorney

3 YVONNE R. MERE, State Bar No. 173594
Chief of Complex and Affirmative Litigation

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San Francisco, California 94102-5408

7 Telephone: (415) 554-3874

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8 Email: yvonne.mere@sfcityatty.org

9 Attorneys for Plaintiffs

10 PEOPLE OF THE STATE OF CALIFORNIA,
acting by and through DENNIS J. HERRERA
11 AS CITY ATTORNEY OF SAN FRANCISCO
and the CITY AND COUNTY OF SAN FRANCISCO

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 COUNTY OF SAN FRANCISCO

14 UNLIMITED JURISDICTION

15 PEOPLE OF THE STATE OF CALIFORNIA,
16 acting by and through DENNIS J. HERRERA
AS CITY ATTORNEY OF SAN
17 FRANCISCO; and CITY AND COUNTY OF
SAN FRANCISCO, a municipal corporation;

18 Plaintiffs,

19 vs.

20 RECOLOGY SAN FRANCISCO; SUNSET
21 SCAVENGER COMPANY; GOLDEN GATE
DISPOSAL & RECYCLING COMPANY; and
22 DOES 1 THROUGH 20,

23 Defendants.

Case No. CGC-21-590091

[PROPOSED] 

STIPULATED INJUNCTION

Date Action Filed: March 4, 2021
Trial Date: Not set

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STIPULATED INJUNCTION - Case No. CGC-21-590091

1 This Stipulated Injunction ("Injunction" or "Order") was presented before the above-captioned
2 Court, the Honorable Ethan P. Schulman, presiding. Plaintiffs the PEOPLE OF THE STATE OF
3 CALIFORNIA, acting by and through San Francisco City Attorney Dennis J. Herrera, and the CITY
4 AND COUNTY OF SAN FRANCISCO, a municipal corporation, ("City") (collectively "Plaintiffs"),
5 were represented by their attorneys RONALD P. FLYNN, KESLIE STEWART, ANDREW SHEN
6 and YVONNE R. MERÉ. Defendants RECOLOGY SAN FRANCISCO, SUNSET SCAVENGER
7 COMPANY, GOLDEN GATE DISPOSAL & RECYCLING COMPANY (collectively, "SF Recology
8 Companies" or "Defendants") are represented by their attorneys JOSHUA HILL, JR. and CHRISTINE
9 Y. WONG.

10 Plaintiffs and Defendants (collectively the "Parties"), consent to entry of this Stipulated
11 Injunction by the Court, and waive their respective rights to a noticed motion, hearing, or trial.

12 The Parties having stipulated to the provisions set forth herein, the Court having reviewed the
13 provisions, the Parties having agreed to the issuance of this Order, and good cause appearing therefore,

14 **IT IS HEREBY ORDERED:**

15 **GENERAL PROVISIONS**

16 Plaintiffs brought this action pursuant to California Business and Professions Code Sections
17 17200-17210 and San Francisco Campaign and Governmental Conduct Code Sections 3.200-3.244.

18
19 **I. JURISDICTION**

20 This Court has jurisdiction over the subject matter and each of the Parties in this action. The
21 Court issues this Order pursuant to its authority under California Business and Professions Code
22 Section 17203 and San Francisco Campaign and Governmental Conduct Code Section 3.242(c). The
23 Court expressly retains jurisdiction to interpret and enforce this Injunction. The Court may hear and
24 decide issues regarding the scope and effect of the injunctive provisions. Any party to this Injunction
25 may apply to the Court at any time, after making a reasonable effort to meet and confer with the other
26 Parties, for further orders and directions as may be necessary or appropriate for the construction,
27 application, carrying out or enforcement of the injunctive provisions. The Court may modify any of
28 the injunctive provisions and take such further action as may be necessary or appropriate to enforce

1 the injunctive provisions, and to punish any violations. The Parties agree that the obligations arising
2 out of this Injunction shall rest with all Defendants, jointly and severally, except as otherwise
3 specifically provided.

4 The Parties agree that this Injunction shall be entered and become final for all purposes upon
5 entry thereof, and each party to this Injunction waives any right to appeal therefrom.

6 7 **II. AUTHORITY**

8 Plaintiffs have the authority under California law to maintain this action to protect the People
9 of the State of California and the City and County of San Francisco.

10 11 **III. PARTIES AND ENTITIES BOUND BY THIS INJUNCTION**

12 The Parties agree to submit to this Court's jurisdiction, and agree, in writing, to be bound by
13 the terms of this Injunction's terms, without limitation or restriction. The provisions of this Injunction
14 will apply to all of the following: SF Recology Companies, including their agents, assignees, board
15 members, officers, employees, successors in interest, and all persons who are acting in concert, on
16 behalf of, or in participation with any of them in connection with refuse collection and refuse rate-
17 making.

18 Although the Parties stipulate to the entry of this Injunction, SF Recology Companies'
19 stipulation does not constitute, nor shall it be construed as, an admission of liability by the SF
20 Recology Companies that they have engaged in any unlawful act or overcharged for refuse collection;
21 or constitute an admission that the filed-rate doctrine and general prohibition on retroactive rate-
22 making are not lawful defenses to the City's alleged claims. The SF Recology Companies expressly
23 deny that they have engaged in any unlawful act and deny liability for all claims any other Party had,
24 has, or may have against them.

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IV. DEFINITIONS

1. "Behested Payment" shall mean any payment made at the behest of a City employee or Officer, or an agent thereof, for any governmental or charitable purpose. "At the behest of" shall mean under the control or at the direction of, in cooperation, consultation, coordination, or concert with, at the request or suggestion of, or with the express, prior consent of.

2. "City" or "Plaintiff" shall mean the City and County of San Francisco.

3. "City Government Official" shall mean (a) any Officer of the City and County of San Francisco, or (b) any employee of the City and County of San Francisco who has decision-making authority concerning the refuse rate-making process or who participates in the City's decision-making concerning the refuse rate-making process.

4. "Compliance Period" shall mean the time period beginning as of the effective date of this Injunction and ending four years later.

5. "Confirmed" shall mean a belief or fact established by objectively reasonable facts or information.

6. "Contact" shall be defined as set forth in San Francisco Campaign and Governmental Conduct Section 2.106; however, the Parties acknowledge and agree that the definition of Contact does not include any communication, oral or written, made for the purpose of discussing SF Recology Companies' day-to-day operations, such as customer collection and processing services, customer payments, and customer invoicing.

7. "Contact Lobbyist" shall be defined as set forth in San Francisco Campaign and Governmental Conduct Code Section 2.105.

8. "Gift" shall be defined as set forth in the Political Reform Act (California Government Code Section 82028), including the exceptions set forth in Fair Political Practices Commission Regulation 18942.

9. "Material Difference" is a difference of more than five percentage points between the actual operating ratio and the allowed operating ratio as memorialized in the applicable Rate Order.

10. "Material Mistake or Error" is a mistake or error in Rate Reporting for which the correction of said mistake or error would change the estimated total revenue or total expenses.

1 Assumptions and projections in a Rate Application that are forecasts of future events are not Material
2 Mistakes or Errors to the extent such events do not occur as forecast. An omission of data in a Rate
3 Application that should have been reported would be a Material Mistake or Error.

4 11. "Non-profit Entity" shall mean an organization with tax exempt status under 26 United
5 States Code Section 501(c)(3).

6 12. "Officer" shall be defined as set forth in San Francisco Campaign and Governmental
7 Conduct Code Section 3.203.

8 13. "Parties" shall mean the City and County of San Francisco, the People of the State of
9 California and SF Recology Companies, collectively.

10 14. "Rate Application" means any application submitted by the SF Recology Companies to
11 adjust the maximum rates it may charge San Francisco residents for the collection and disposal of
12 refuse pursuant to the Refuse Ordinance, including any supporting documentation and amendments
13 submitted by the SF Recology Companies before the Rate Board issues its Rate Order.

14 15. "Rate Board" means the board established by the Refuse Ordinance for the
15 determination of rates that may be charged to San Francisco residents for the collection and disposal of
16 refuse.

17 16. "Rate Order" means an order issued or deemed effective by the Rate Board in response
18 to a Rate Application.

19 17. "Rate Reporting" shall mean any rate-making calculations, information, figures, or data
20 communicated to the City by the SF Recology Companies in connection with a Rate Application
21 process per the Refuse Ordinance, quarterly reports to the City, as required by the rate-making
22 process, or annual reports to the City, as required by the rate-making process.

23 18. "Refuse Ordinance" shall mean the 1932 Refuse Collection and Disposal Ordinance.

24 19. "Suspected" shall mean a belief or opinion based on objectively reasonable facts or
25 information that may be true, but is subject to confirmation.

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V. INJUNCTION

A. IT IS HEREBY ORDERED that the SF Recology Companies, for the duration of the Compliance Period, are hereby enjoined and restrained from:

1. Making any Gift of any value to any City employee or Officer.
2. Making any Behested Payment; provided that the SF Recology Companies may continue to make charitable contributions to any Non-profit Entity, if such charitable contributions are not made at the behest of any City employee or Officer.

B. IT IS HEREBY ORDERED that the SF Recology Companies, for the duration of the Compliance Period, shall comply with all of the following:

1. Disclose all contributions of money or goods valued at \$1,000 or more to Non-profit Entities based in the City and County of San Francisco ("Non-profit Disclosures"). These Non-profit Disclosures shall be made quarterly and are due on April 15, July 15, October 15, and January 15, reporting contributions from the preceding quarter. The Non-profit Disclosures shall be signed under penalty of perjury, visibly posted on SF Recology Companies' websites, and uploaded to the San Francisco Public Works' website at <https://www.sfpublicworks.org/refuserates>. Complete copies of each Non-profit Disclosure shall be sent electronically to all members of the Rate Board. If SF Recology Companies discover any good faith errors in previously disclosed Non-profit Disclosures, SF Recology Companies shall have 30 days from the date of submission to cure the errors by the submission of amended Non-profit Disclosures.

2. Disclose all Contacts with City Government Officials ("Contact Disclosures"). The Contact Disclosures shall be made monthly and due on the 15th of each month, reporting communications and contacts for the preceding month. The Contact Disclosures shall be signed under penalty of perjury, visibly posted on SF Recology Companies' websites, and uploaded to the San Francisco Public Works' website at <https://www.sfpublicworks.org/refuserates>. Complete copies of the Contact Disclosures shall be sent electronically to all members of the Rate Board. If SF Recology Companies discover any good faith errors in previously disclosed Contact Disclosures, SF Recology

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1 Companies shall have 30 days from the date of submission to cure the errors by the submission of
2 amended Contact Disclosures.

3 3. Ensure that all SF Recology Companies' employees that qualify as Contact
4 Lobbyists register with the San Francisco Ethics Commission as required by San Francisco Campaign
5 and Governmental Conduct Code Section 2.110 within 30 days of the effective date of this Injunction.

6 4. Ensure that all SF Recology Companies' employees that qualify as Contact
7 Lobbyists comply with the gift, disclosure, reporting, training and record-keeping requirements set
8 forth in San Francisco Campaign and Governmental Conduct Code Section 2.110 *et seq.* Specifically,
9 SF Recology Companies shall ensure that any SF Recology Companies' employees who qualify as
10 Contact Lobbyists comply with the Gift restrictions set forth in San Francisco Campaign and
11 Governmental Conduct Code Section 2.115. A violation of San Francisco Campaign and
12 Governmental Conduct Code Section 2.100 *et seq.* by any of the SF Recology Companies' employees
13 shall constitute a violation of this Injunction and subject SF Recology Companies to the penalties and
14 enforcement described in Section VI below, in addition to any other penalties or fines outlined in San
15 Francisco Campaign and Governmental Conduct Code Section 2.145.

16 5. Disclose any Material Mistake or Error, Suspected or Confirmed, as set forth
17 below:

- 18 a. Within thirty days of any discovery by SF Recology Companies of a
19 Suspected Material Mistake or Error, SF Recology Companies shall
20 disclose a description of the Suspected Material Mistake or Error
21 ("Suspected Mistake Disclosure"). Within 30 days of the Suspected
22 Mistake Disclosure, SF Recology Companies shall disclose whether the
23 Suspected Material Mistake or Error has been Confirmed or not
24 Confirmed. If Confirmed, SF Recology Companies shall follow the
25 procedures set forth in this Section V.B.5.
26 b. Within thirty days of any discovery of a Confirmed Material Mistake or
27 Error, SF Recology Companies shall report and explain the following:
28

(1) the scope of the Material Mistake or Error, and (2) the cause of the Material Mistake or Error.

c. Within sixty days of the discovery of a Confirmed Material Mistake or Error, SF Recology Companies shall report and explain the following:

(1) the plan to address the Material Mistake or Error; and (2) the proposed timeline to cure the Material Mistake or Error.

d. All disclosures required by this Section V.B.5 shall be signed under penalty of perjury and visibly posted on SF Recology Companies' websites, and uploaded to the San Francisco Public Works' website at <https://www.sfpublicworks.org/refuserates>. Complete copies of these disclosures shall be sent electronically to all members of the Rate Board. The deadlines set forth in this section may be extended by mutual agreement of the Parties.

6. As an addendum to quarterly and annual reporting requirements to the City, disclose any Material Difference between actual operating ratio and the projected operating ratio, projected as of the most recent Rate Application process. Disclosures shall include descriptions of (a) the scope of the Material Difference; and the (b) cause of the Material Difference. Disclosures governed by this paragraph shall be signed under penalty of perjury and visibly posted on SF Recology Companies' websites; and uploaded to the San Francisco Public Works' website at <https://www.sfpublicworks.org/refuserates>. Complete copies of these disclosures shall be sent electronically to all members of the Rate Board.

7. Utilize the revised refuse rates as published on the San Francisco Public Works' website and attached to ~~this Agreement~~ *the Settlement* as Exhibit A beginning no later than July 1, 2021 and going forward until such time as a new refuse rate-making process is completed and new rates are established, including any applicable cost of living adjustments provided by the operative Rate Order and/or any revised refuse rates.

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1 8. Cooperate with and provide full, accurate, and audited financial statements in
2 response to any reasonable requests for information from San Francisco Public Works, or successor
3 agencies, as part of any future rate-making process.

4
5 **VI. ENFORCEMENT**

6 This Injunction is subject to enforcement pursuant to Business and Professions Code Section
7 17207 and Code of Civil Procedure §1218, *et seq.*

8 If the Court finds after noticed motion and hearing that the SF Recology Companies have
9 violated the terms of this Injunction, the SF Recology Companies shall be liable for civil penalties of
10 no less than \$2,500 and no more than \$6,000 for each violation of this Injunction pursuant to Business
11 and Professions Code Sections 17206 and 17207. Plaintiffs shall also be entitled to reasonable
12 attorney's fees and costs incurred in enforcing this Injunction and/or monitoring disclosures and
13 reports made by the SF Recology Companies', as required by this Injunction.

14 Any fines, penalties, or other monetary relief for future violations of this Injunction shall be in
15 addition to any other relief or sanctions that the Court may order as a matter of law or equity. Any
16 fines, penalties, or other monetary relief for future violations of this Injunction shall not preclude
17 Plaintiffs from obtaining other penalties or relief prescribed by law.

18
19 **VII. NO WAIVER OF RIGHTS TO ENFORCE**

20 The failure of Plaintiffs to enforce any provision of this Injunction shall in no way be deemed a
21 waiver of such provision or in any way affect the validity of the Injunction. The failure of Plaintiffs to
22 enforce any such provision shall not preclude Plaintiffs from later enforcing the same or any other
23 provision of this Injunction. No oral advice, guidance, suggestion, or comments by Plaintiffs'
24 employees or officials regarding matters covered by this Injunction shall be construed to relieve
25 Defendants of their obligations.

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VIII. EFFECTIVE DATE AND TERM OF INJUNCTION

The terms of this Injunction shall take effect on the date of entry of this Injunction by this Court and continue for a period of forty-eight (48) months, provided that its terms have been complied with during this period. If the Court finds after noticed motion and hearing that SF Recology Companies violated the terms of this Injunction, then the City may move the Court to extend and modify this injunction to extend its terms.

IX. JOINT AND SEVERAL LIABILITY

The Parties agree that the obligations arising out of this Injunction shall rest with all Defendants, as defined herein, jointly and severally, except as otherwise specifically provided. The provisions of this Injunction are applicable to all Defendants as well as their agents, servants, employees, representatives, and others acting in concert or participation with any Defendant.

X. RETENTION OF JURISDICTION

Pursuant to the request of Plaintiffs and Defendants, this Court shall retain continuing jurisdiction to enforce this Injunction. The Court expressly reserves jurisdiction to take such further action as may be necessary or appropriate to carry into effect the provisions of this Injunction.

SO STIPULATED:

Dated: 6/7/2021 | 11:01 AM PDT

DocuSigned by:

Salvatore M. Coniglio

Salvatore M. Coniglio
Chief Executive Officer
RECOLOGY SAN FRANCISCO

Dated: 6/7/2021 | 11:01 AM PDT

DocuSigned by:

Salvatore M. Coniglio

Salvatore M. Coniglio
Chief Executive Officer
SUNSET SCAVENGER COMPANY

Dated: 6/7/2021 | 11:01 AM PDT

DocuSigned by:

Salvatore M. Coniglio

Salvatore M. Coniglio
Chief Executive Officer

GOLDEN GATE DISPOSAL &
RECYCLING COMPANY

Dated: 6/7/2021



Dennis J. Herrera
City Attorney
CITY AND COUNTY OF SAN
FRANCISCO

Dated: 6/7/2021



Dennis J. Herrera
City Attorney
PEOPLE OF THE STATE OF CALIFORNIA
ex rel. Dennis J. Herrera

APPROVED AS TO FORM:

Dated: 6/7/21

MORRISON & FOERSTER LLP



JOSHUA HILL, JR.
CHRISTINE Y. WONG
Attorneys for Recology San Francisco, Sunset
Scavenger Company, Golden Gate Disposal &
Recycling Company

DENNIS J. HERRERA
CITY ATTORNEY

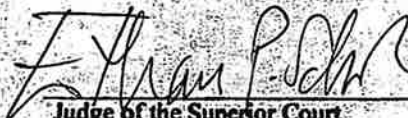
Dated: June 7th, 2021



YVONNE R. MENE
Deputy City Attorney
Attorney for City and County of San
Francisco and the People of the State of
California

IT IS SO ORDERED:

DATED: June 30, 2021



Judge of the Superior Court

ETHAN P. SCHULMAN



SAN FRANCISCO
OPERA

A Statement from Tad and Dianne Taube General Director, Matthew Shilvock

Fidelio will be a particularly profound moment on the War Memorial stage. It will be both an opportunity for deep, collective catharsis as we emerge from the pandemic, and an opportunity to explore very timely themes of political detention and the exclusion of people from society. We have the chance to deepen the resonance of audience experiences with this lobby exhibit and it will be a chance for audiences to better understand the healing power of art even with the most disenfranchised.



SAN FRANCISCO
OPERA

Wir werden frei, wir finden Ruh We Shall Be Free, We Shall Find Peace

This October, San Francisco Opera presents Ludwig van Beethoven's only opera, *Fidelio*. In conjunction with this exciting new production, the company's Department of Diversity, Equity and Community seeks permission to activate the lobby of the War Memorial Opera House with an exhibit of art by incarcerated persons at San Quentin State Prison, titled, *We Shall Be Free, We Shall Find Peace*.

The purpose of this exhibit is to connect our audience with the silent voices and expressions of an unseen and forgotten community, and to highlight the importance of providing arts education to the most marginalized and ignored citizens in our society. This exhibit is being created in partnership with the William James Association, a Bay Area non-profit organization that provides arts education at San Quentin State Prison.

The title of the exhibit is taken from text sung in the act one Prisoners' Chorus. In this scene, the prisoners are suddenly liberated from their dark cells and provided a moment of serenity as they bask in the warmth of daylight. They know all too well that this moment will be brief and isolated, yet this does not deter them from recognizing and appreciating the immense beauty that the world beholds. It is this sentiment that we wish to convey to our patrons, with the hope that as they enjoy the beauty of Beethoven's score performed live, they might also hold consideration for those who cannot. We hope too that in creating these works of art, the artists themselves may find moments of beauty in an otherwise dark world – a world of struggle to which they return each time the paint brush is put down and washed of its color.

The accompanying pages document the physical design, placement, and logistics of the exhibit.

WAR MEMORIAL OPERA HOUSE

DESIGNED BY:

DRAWN BY
PM

SCALE: 1:300

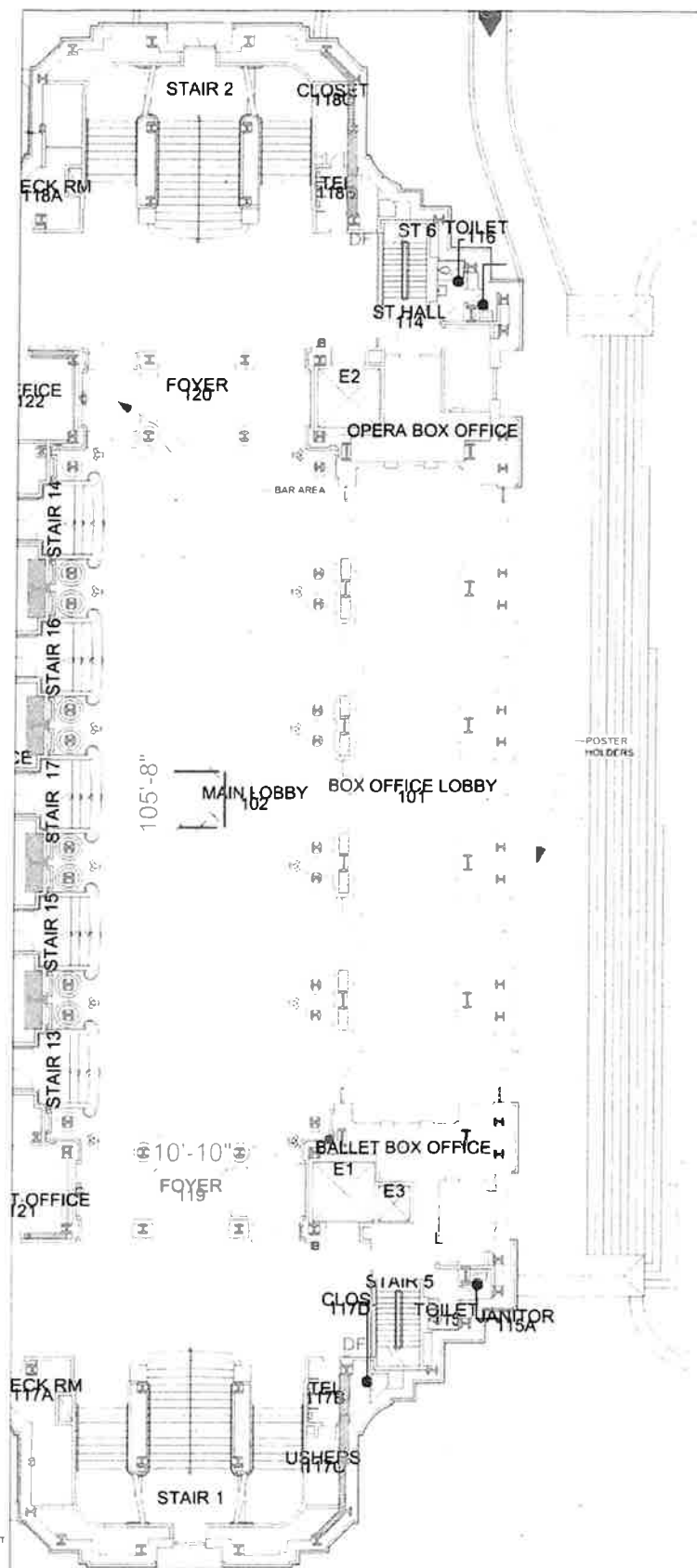
DATE: 10/30/2015

JOB INFO

LOCATION:

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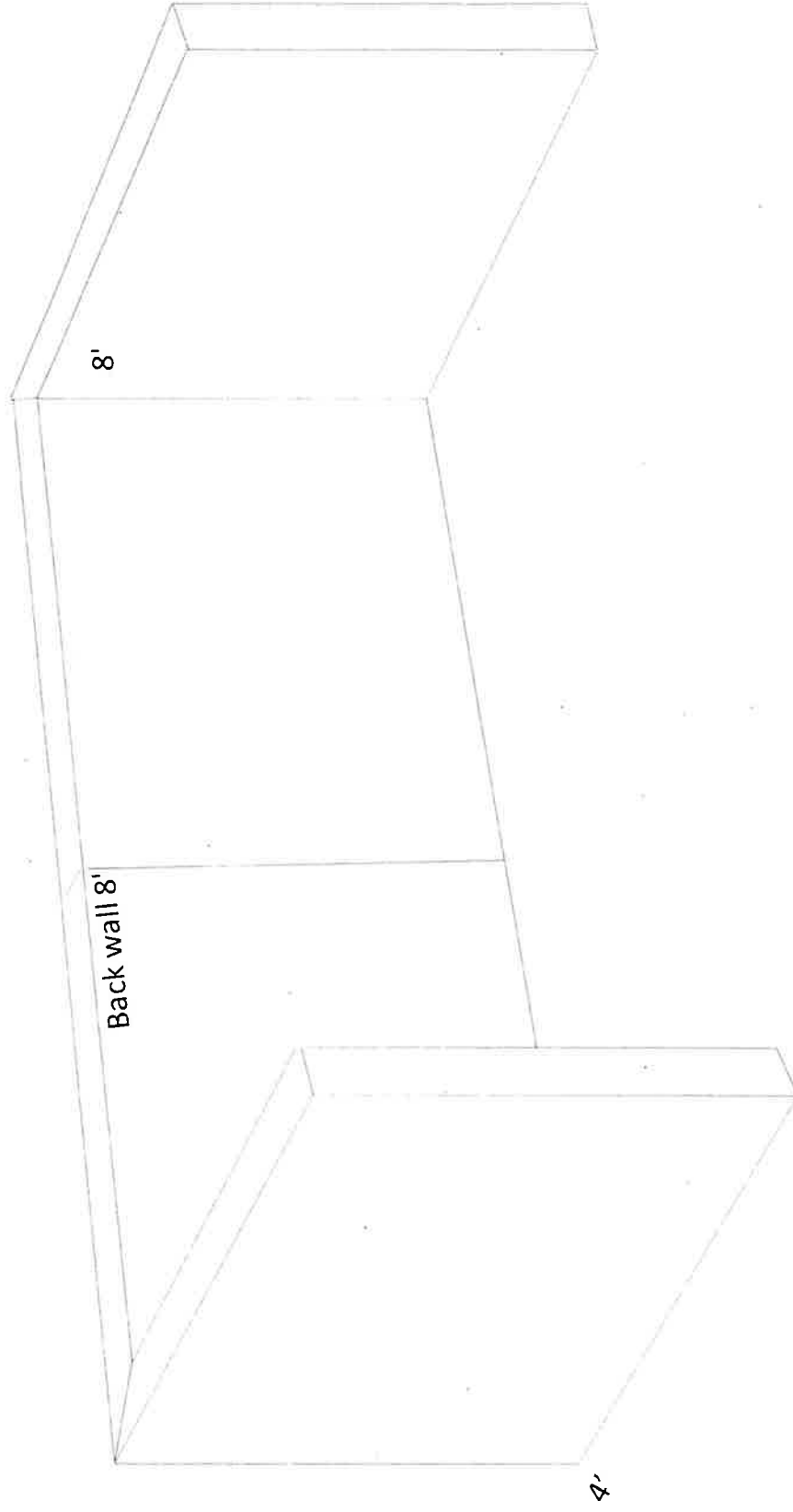
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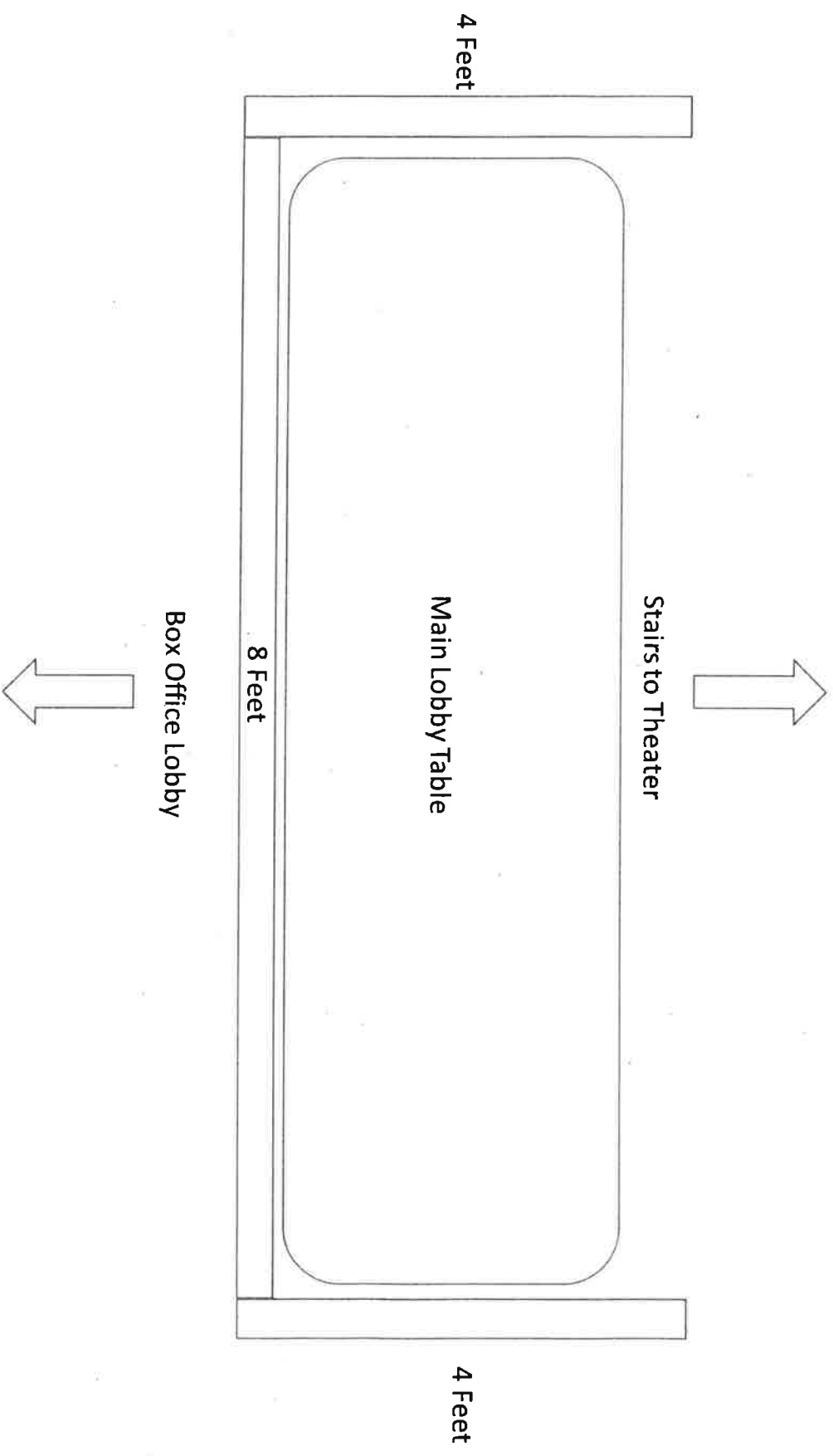


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Scale: 1:300
1ST LOBBY EAST

FRONT





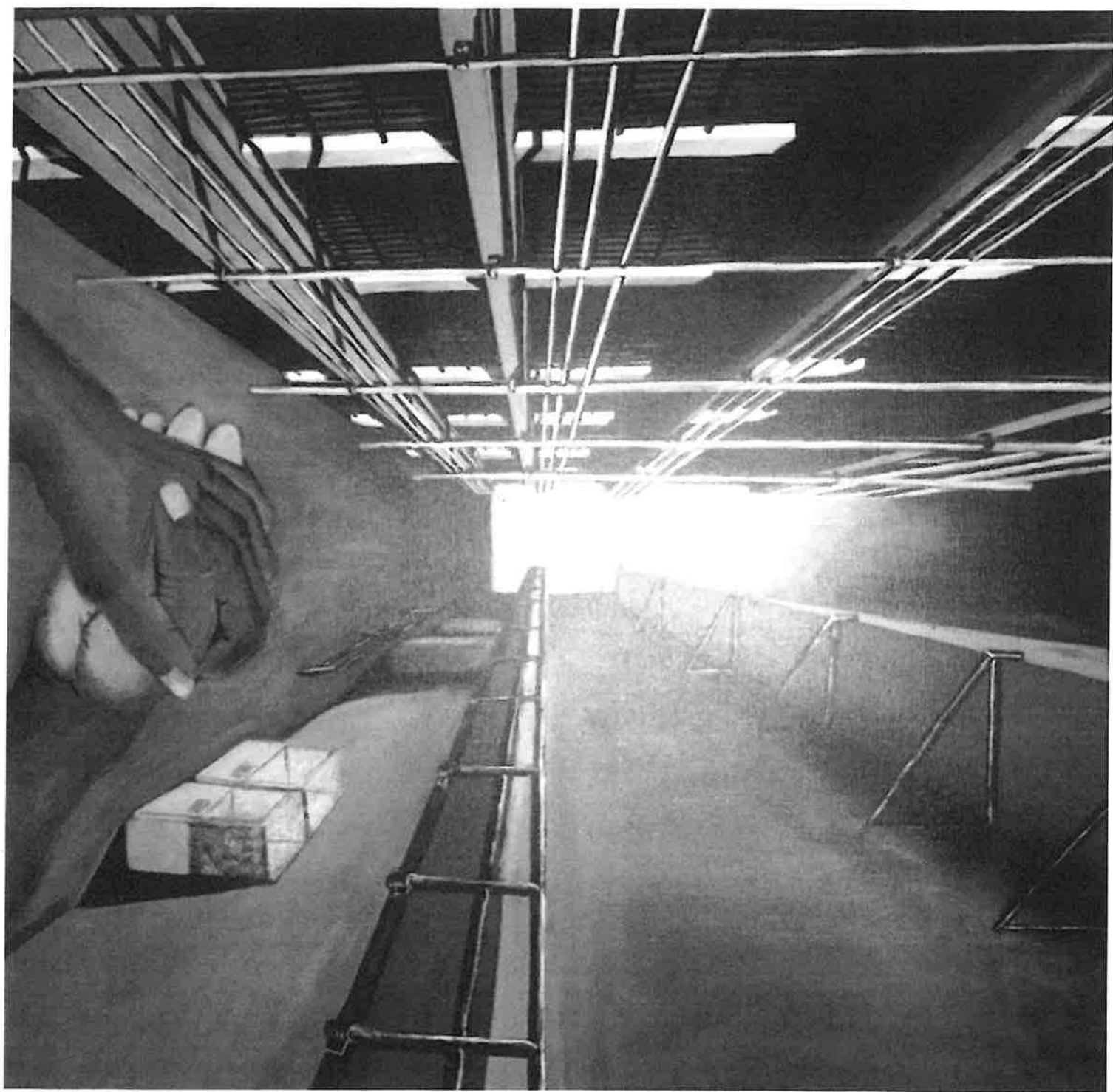


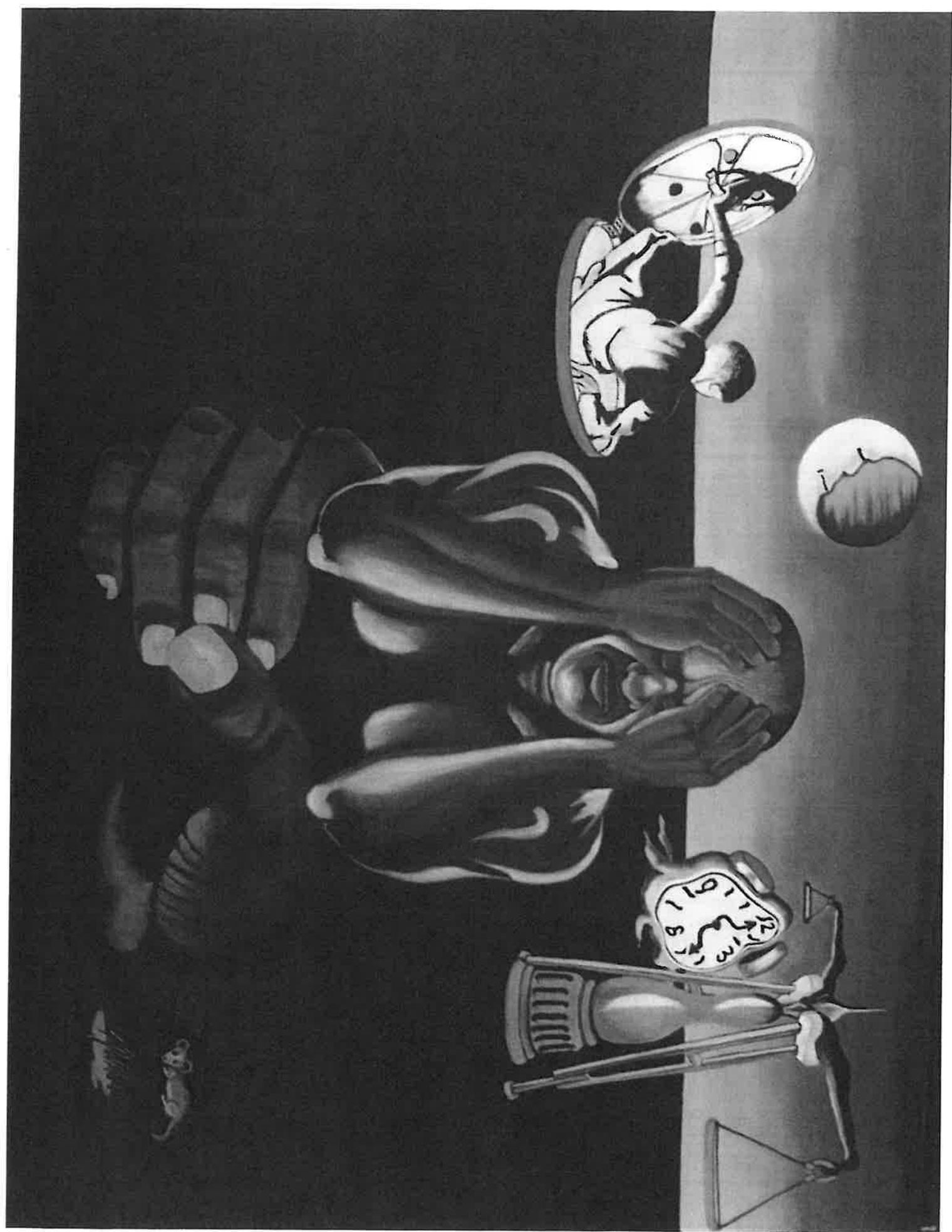


NO MORE SHACKLES













SAN FRANCISCO BALLET
HELGI TOMASSON . ARTISTIC DIRECTOR

September 1, 2021

War Memorial Board of Trustees
c/o Jennifer Norris
401 Van Ness Avenue, Room 110
San Francisco, CA 94102

Dear Trustees,

In collaboration with the Museum of Performance + Design (MP+D), San Francisco Ballet would like to set up an exhibit to honor Helgi Tomasson. This exhibit would be set up on the Grand Tier and/or Dress Circle Levels of the War Memorial Opera House and would be up during the SF Ballet repertory season (January-May 2022). The exhibit will include photographic materials and ephemera in closed vitrines. Content will be curated from the San Francisco Ballet Archives at MP+D and directly from SF Ballet.

Sincerely,

Katharine Chambers
Assistant to Senior Executive Staff
San Francisco Ballet
kchambers@sfballet.org

Supriya Wronkiewicz
San Francisco Ballet Archivist
Museum of Performance + Design
supriyaw@mpdsf.org



Board of Directors

Senator Dianne Feinstein
Honorary Co-Chair

The Honorable George P. Shultz
Honorary Co-Chair
2010 - 2021

The Honorable Leon Panetta
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USCG (Ret.)
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Nina D'Amato
Director

Mark Flegel
Director

Edgar Flowers
Director

Liam Tiernan
Director

Susan Toland
Director

30 July 2021

Mr. Thomas Horn

President, War Memorial Board of Trustees

401 Van Ness Avenue - Suite 110

San Francisco, California 94102

Dear President Horn,

As Chairman of the San Francisco Fleet Week Board, I request the War Memorial Board of Trustees waive the Herbst Theatre rental fee for a 6 October 2021 evening Honor the Fallen Concert during San Francisco Fleet Week. The concert is held every year during Fleet Week to honor the men and women who have given the ultimate sacrifice in service to our nation. The concert is consistent with the purpose and mission of the War Memorial and will be performed by the 1st Marine Division Band, with the San Francisco Boys Chorus performing the Band's introduction. San Francisco Fleet Week Organization is a 501(c)(3) non-profit.

The normal venue for the Concert, the Marines' Memorial Theater, is closed due to Covid-19, and is not expected to open by October. Attendees for the concert are the visiting sailors and Marines and the general public, which are admitted at no cost but are required to register beforehand.

Fleet Week is to be first Bay Area wide event that is open to the public since the beginning of the Pandemic and is very much desired by the City. All Pandemic-related restrictions mandated by the City for an indoor event will be followed.

We really appreciate your support for this event.

Semper Fidelis,


J. Michael Myatt

Major General USMC (Ret.)

Cc: Lewis Loeven

Office
1104 Sanchez St
San Francisco, CA 94114

Mailing
PO Box 460880
San Francisco, CA 94114

415.757.0640

www.fleetweeksf.org
info@fleetweeksf.org

MINUTES
WAR MEMORIAL BOARD OF TRUSTEES
REGULAR BOARD MEETING

Thursday, July 8, 2021

The Board of Trustees of the War Memorial of San Francisco met remotely in regular session on Thursday, July 8, 2021, at 2:00 p.m., President Horn presiding.

ROLL CALL

Present: President Horn, Trustee Bechtle, Trustee Gatti, Trustee Levin, Trustee Lui, Trustee Moscone, Trustee Myatt, Trustee Pelosi, and Trustee Wright

Absent: Vice President Shultz and Trustee Wilsey

Staff Present: John Caldon, Managing Director, and Jennifer Norris, Assistant Managing Director

PRESIDENT'S REPORT

President Horn reported that Kelly Tweeddale announced she was stepping down as Executive Director of the San Francisco Ballet. He noted that the last sixteen months had been a challenging time and that Ms. Tweeddale has done a marvelous job managing during the COVID-19 crisis. On behalf of the War Memorial Board of Trustees President Horn conveyed deep gratitude for her leadership and stated that Ms. Tweeddale had asked him to express her appreciation to War Memorial Trustees and staff.

President Horn introduced Danielle St. Germain-Gordon, San Francisco Ballet's Interim Executive Director. Ms. St. Germain-Gordon stated that several years ago she was recruited by the San Francisco Ballet to be Director of Development from her previous position at the Guthrie Theater in Minneapolis. Prior to that she worked at Arena Stage, American Association of Museums and Shakespeare Theater Company. Ms. St. Germain-Gordon stated she is looking forward to bringing "Nutcracker" to the stage of the War Memorial Opera House beginning December 10, 2021, and she thanked Trustees for welcoming her at the meeting today.

President Horn reported that The Green Room will host its first event on July 19, 2021, and that the War Memorial Opera House will reopen on August 21, 2021, with the San Francisco Opera's production of "Tosca." He thanked Trustees for the leadership and steadfastness that has made it possible for the War Memorial to be ready. He further thanked Managing Director John Caldon, Assistant Managing Director Jennifer Norris, and War Memorial staff for their work throughout the pandemic.

MANAGING DIRECTOR'S REPORT

Director Caldon noted that for the first time in sixteen months the consent agenda does not include any refund requests.

Approval of Consent Agenda: Director Caldon stated that items submitted on the Consent Agenda included minutes of the June 10, 2021, regular meeting of the Board, and Rental Requests for July 8, 2021. He requested their approval. On motion of Trustee Myatt, seconded by Trustee Moscone, the following resolution was unanimously adopted:

RESOLUTION NO. 21-18

RESOLVED, By the Board of Trustees of the War Memorial of San Francisco that the minutes of the June 8, 2021, regular meeting of the Board, and Rental Requests for July 8, 2021, are hereby approved.

American Legion War Memorial Commission Leadership Change: Director Caldon reported there has been a leadership change at the American Legion War Memorial Commission (ALWMC). He asked outgoing ALWMC Chair Helen Wong to provide an update. Chair Wong reported that she has been elected to the post of Commander of American Legion District 8 and announced that Mario Benfield, a former Marine, has been selected to serve as the new Chair of ALWMC.

Director Caldon thanked Commander Wong for her leadership and for her partnership in allowing the use of Veterans Meeting Rooms for COVID-19 response purposes during the pandemic.

Report on Reopening of War Memorial Offices: Director Caldon reported on the War Memorials return to work strategy. He stated that as Director he has been working alongside the Security and Engineering division employees onsite working throughout the pandemic and that now all staff members are working in the office multiple days each week.

Director Caldon stated that the City and County of San Francisco will be requiring all employees to be vaccinated as a condition of employment. After one of the vaccines currently being used under emergency authorization has received full approval by the Food and Drug Administration, all employees will have ten weeks to complete their vaccination regimen.

Director Caldon further reported that the Veterans Building will resume public hours beginning August 2, 2021.

Update on San Francisco Symphony's Immersive Lobby Display: Director Caldon asked Andrew Dubowski, Senior Director of Operations for the San Francisco Symphony, to provide an update on its Immersive Lobby Display project, which is nearing completion. He noted that the War Memorial department has assisted extensively with the project.

Mr. Dubowski reminded Trustees that the project was approved by the War Memorial Board at its regular meeting on September 10, 2020. He thanked James H. Jacobs, War Memorial Stage Electrician for Davies Symphony Hall, noting that he has been instrumental in the project's design and execution.

Mr. Dubowski stated that the project includes interior column washes and vertical LED strip-lights, which can be programmed to change color and to dim, creating dynamic movement that animates the hall on its interior and exterior. He shared photography and video of the newly installed lighting and announced that the system will first be used at the Symphony's Opening Gala on October 1, 2021.

SECRETARY'S REPORT

Revenue, Appropriations, and Housekeeping Expenditures: Assistant Managing Director Jennifer Norris requested approval of the Revenue, Appropriations and Housekeeping Expenditures Reports for June 30, 2021. On motion of Trustee Moscone, seconded by Trustee Levin, the following resolution was unanimously adopted:

RESOLUTION NO. 21-19

RESOLVED, By the Board of Trustees of the War Memorial of San Francisco that the June 30, 2021, Revenue, Appropriations and Housekeeping Expenditures Reports are hereby approved.

Opera House Seating Update: Ms. Norris reported that the Opera House seating project has reached substantial completion. All seats are expected to be installed by Monday, July 12, 2021.

COMMITTEE REPORT

Presentors Liaison Committee: Trustee Bechtle, Chair of the Presentors Liaison Committee, reported that the Committee met prior to today's meeting with a single agenda item, which was to receive a report from the War Memorial's exclusive food and beverage service provider, Global Gourmet Catering. Chair Bechtle asked Garo Eldemir, Director of Concessions, and Melissa Gartner, General Manager, to provide Trustees a brief summary of their report.

Mr. Eldemir reported that Global Gourmet looks forward to resuming food and beverage service at the Opera House on August 21, 2021, and at Davies Symphony Hall on September 22, 2021, which will begin with bar service and grab-and-go food offerings. Mr. Eldemir stated that Global Gourmet plans to resume providing a full service experience as soon as is practical and that it will be flexible and responsive to what patrons want.

Chair Bechtle reported that Global Gourmet Catering will return to the Board with a proposed Operator's Investment Schedule detailing a capital investment plan and requests for revised menu items and pricing.

REGULAR ITEMS

Commercial Display Request: President Horn reported that in advance of today's meeting, Trustees received a presentation from the San Francisco Opera and Essential Oils regarding a proposed partnership in which Essential Oils would become the exclusive provider of hand sanitizing products for the Opera. This proposed partnership includes extensive branding opportunities for Essential Oils throughout the War Memorial Opera House, a request that is subject to the War Memorial's Commercial Display Policy, which includes approval by the War Memorial Board of Trustees and the payment of Commercial Display Fees.

Kyle Polite, Deputy Director of Development for the San Francisco Opera, stated that the Opera had formed a successful partnership with Essential Oils beginning at the drive-in opera at the Marin Center in spring 2021. He reported that Essential Oils is prepared to make an in-kind donation of hand-sanitizer lotion and individually wrapped sanitizing wipes for patron use. In response to a question, Director Caldon noted that hand-sanitizer is currently available from touchless dispensers positioned strategically throughout Opera House patron areas.

Mr. Polite introduced Maya May, Chief Marketing Officer for Essential Oils. Ms. May stated that Essential Oils is proud to partner with the Opera and has worked to identify which products would work best in the War Memorial Opera House at approximately thirty-five dispenser stands in lobby areas. Mr. Polite stated the Opera would like to have Essential Oils products available at all performances during the season.

While some Trustees expressed their approval of Essential Oils products in general, there was also concern expressed about the amount of branding this proposal would represent, which would be a large presence of commercial products throughout the venue. President Horn noted that having commercial branding for a whole season through the building would be a new endeavor for the War Memorial.

Director Caldon reiterated the request to Trustees, stating that it included whether or not to approve the request to allow the product to be placed throughout the building and whether to charge a Commercial Display Fee.

President Horn asked if this request included budget implications for the Opera. Mr. Polite responded there were no budget implications and the Opera was not receiving a financial donation.

Trustees requested an opportunity to see the proposed signage, dispenser stand and pump bottle in the Opera House before deciding. Director Caldon agreed to arrange a site visit with the Opera, Essential Oils and Board representatives in the coming weeks.

Staff Presentation on the War Memorial's Racial Equity Plan: President Horn asked War Memorial Staff Racial Equity Facilitator Sharon Walton to provide a report on the Staff Racial Equity Plan.

Ms. Walton reported that since January, the Staff Racial Equity Committee, which includes representation of all War Memorial employee divisions, as well as employees from diverse ethnic backgrounds, ages, genders, years of service, and sexuality, has worked on implementing many of the action items outlined in the Plan.

These include items on how to be more inclusive in recruiting new staff and how to attract more diverse groups of presenters and licensees. Items currently being executed focus on communication, transparency, and information sharing.

The items the Staff Committee has worked on thus far include:

- Feedback Form and Box which staff can use to anonymously share complaints, compliments, ideas, and suggestions with management.
- Quarterly All-Hands Meetings for management to report information back out to staff and where staff can ask questions.
- War Memorial Staff Newsletter to keep staff connected and to highlight holidays and cultural celebrations that are important to our diverse staff.
- Website redesign that will improve accessibility and highlight Diversity, Equity, and Inclusion.
- Draft Staff Racial Equity Statement that states:

The San Francisco War Memorial and Performing Arts Center serves as a unique public gathering space to be used and enjoyed by all. The War Memorial is proud to employ a culturally and racially diverse staff. Cultural sensitivity and respect for others are core values of the department. We are committed to creating programs and policies to support each staff member in achieving their fullest potential.

Ms. Walton thanked Trustees for their commitment to racial equity work.

GOOD AND WELFARE

None.

PUBLIC COMMENT

President Horn opened public comment by noting that public comment is an opportunity for members of the public to address Trustees on items within the subject matter jurisdiction of the Board but not on the agenda.

President Horn stated that during the COVID-19 health emergency while Trustees are meeting remotely, members of the public may address the Board by emailing their public comment to WarMemorialBoard@sfgov.org or by leaving public comment as a voicemail at 415-554-6308 in advance of Board meetings. President Horn also invited the public to leave additional public comment until 12:00 p.m. on War Memorial Board meeting day.

Trustees encourage the public to provide their comments and feedback by email or voicemail. It should be noted that no public comment was received either prior to the meeting or in the subsequent week.

ADJOURNMENT

There being no further business to come before the Board, President Horn adjourned the meeting at 3:00 p.m.

Jennifer E. Norris
Executive Secretary