

# **Respondents Document**

## **Submission**

## Young, Victor (BOS)

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**From:** Paria Dea <pdea@famsf.org>  
**Sent:** Wednesday, February 12, 2020 4:47 PM  
**To:** SOTF, (BOS)  
**Cc:** Megan Bourne  
**Subject:** RE: SOTF - Notice of Appearance - Complaint Committee: February 18, 2020; 5:30 p.m. 2.12.2020 - FAMSF Response.docx; Attachment 1 - 9.10.19 Email Request and Response.pdf; Attachment 2 - 9.10.19 Response Email Attachment FAMSF Board Resolution (1.25.18).pdf; Attachment 3 - 9.10.19 Response Email Attachment - Facilities GroundLease - 2002.PDF; Attachment 4 - 9.12.19 Email Request and Response.pdf; Attachment 5 - 9.12.19 - FAM employeesRoster(IDR#7).xlsx; Attachment 6 - 9.12.19 - COFAM Employee Roster(IDR#9).xlsx; Attachment 7 - 9.12.19 -FAMSF Board Roster (IDR#10).pdf; Attachment 8 - 9.12.19 -FAMF Board Roster (IDR#11).pdf; Attachment 9 - 9.12.19 -COFAM Board Roster(IDR#12).pdf; Attachment 10 - 9.12.19 - FAMSF.Response.79999-FAMSF-20190912 (September 13).pdf

**Attachments:**

 This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Ms. Leger,

My name is Paria Dea and I am the new Public Records Coordinator for the Fine Arts Museums of San Francisco.

Please find the response and supporting documents for the Fine Arts Museums of San Francisco attached, for File No. 19113. I will be sending the documents in separate emails.

Please let me know if anything else is needed.

Thank you,

**Paria Dea**

Public Records Coordinator  
Fine Arts Museums of San Francisco

de Young | Legion of Honor  
Golden Gate Park | 50 Hagiwara Tea Garden Drive | San Francisco, CA 94118

p 415.750.3690 | [p.dea@famsf.org](mailto:p.dea@famsf.org) | [famsf.org](http://famsf.org)

----- Forwarded message -----

From: **SOTF, (BOS)** <[sotf@sfgov.org](mailto:sotf@sfgov.org)>  
Date: Thu, Feb 6, 2020 at 2:11 PM  
Subject: SOTF - Notice of Appearance - Complaint Committee: February 18, 2020; 5:30 p.m.  
To: [79999-25916958@requests.muckrock.com](mailto:79999-25916958@requests.muckrock.com) <[79999-25916958@requests.muckrock.com](mailto:79999-25916958@requests.muckrock.com)>, Megan Bourne <[mbourne@famsf.org](mailto:mbourne@famsf.org)>, [80695-54486849@requests.muckrock.com](mailto:80695-54486849@requests.muckrock.com) <[80695-54486849@requests.muckrock.com](mailto:80695-54486849@requests.muckrock.com)>, Cityattorney <[Cityattorney@sfcityatty.org](mailto:Cityattorney@sfcityatty.org)>, COTE, JOHN (CAT) <[John.Cote@sfcityatty.org](mailto:John.Cote@sfcityatty.org)>, COOLBRITH, ELIZABETH (CAT) <[Elizabeth.Coolbrith@sfcityatty.org](mailto:Elizabeth.Coolbrith@sfcityatty.org)>, JOHN HOOPER <[hooparb@aol.com](mailto:hooparb@aol.com)>, Corgas, Christopher (ECN) <[christopher.corgas@sfgov.org](mailto:christopher.corgas@sfgov.org)>, Thompson, Marianne (ECN) <[marianne.thompson@sfgov.org](mailto:marianne.thompson@sfgov.org)>, Goldberg, Jonathan (DPW) <[jonathan.goldberg@sfdpw.org](mailto:jonathan.goldberg@sfdpw.org)>, Steinberg, David (DPW) <[david.steinberg@sfdpw.org](mailto:david.steinberg@sfdpw.org)>, S

<[grovestand2012@gmail.com](mailto:grovestand2012@gmail.com)>, McHale, Maggie (HRD) <[maggie.mchale@sfgov.org](mailto:maggie.mchale@sfgov.org)>, Voong, Henry (HRD) <[henry.voong@sfgov.org](mailto:henry.voong@sfgov.org)>, Callahan, Micki (HRD) <[micki.callahan@sfgov.org](mailto:micki.callahan@sfgov.org)>

Good Afternoon:

You are receiving this notice because you are named as a Complainant or Respondent in one of the following complaints scheduled before the Complaint Committee of the Sunshine Ordinance Task Force to: 1) hear the merits of the complaint; 2) issue a determination; and/or 3) consider referrals from a Task Force Committee.

Date: February 18, 2020

Location: City Hall, Room 408

Time: 5:30 p.m.

**File No. 19113:** Complaint filed by Anonymous against Jason Moment, Thomas Campbell and the Fine Arts Museum for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21(b)(c)(k), 67.29-7(a)(c), 67.25, 67.26, 67.27, CPRA Government Code 6270.5-5, by failing to respond to an Immediate Disclosure Request in a timely and/or complete manner, failing to assist, failure to retain records, failing to record third party transactions, withholding and failure to justify withholding, failure to respond to a public records request in a timely and/or complete manner.

**File No. 19120:** Complaint filed by Anonymous against the Office of the City Attorney for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21(b)(c), 67.26, 67.27, by failing to respond to a request for public records in a timely and/or complete manner; failing to justify withholding of records and failing to provide assistance.

**File No. 19061:** Complaint filed by John Hooper against the Office of Economic and Workforce Development for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

**File No. 19062:** Complaint filed by John Hooper against Public Works for allegedly violating Administrative Code (Sunshine Ordinance), Section 67.21, by failing to respond to a public records request in a timely and/or complete manner.

**File No. 19140:** Complaint filed by Stephen Malloy against the Department of Human Resources for allegedly violating Administrative Code (Sunshine Ordinance), Sections 67.21 and 67.25, by failing to respond to a request for public records in a timely and/or complete manner.

**Documentation (evidence supporting/disputing complaint)**

For a document to be considered, it must be received at least five (5) working days before the hearing (see attached Public Complaint Procedure).

For inclusion in the agenda packet, supplemental/supporting documents must be received by **5:00 pm, February 12, 2020.**

Cheryl Leger

Assistant Clerk, Board of Supervisors

Tel: 415-554-7724



Click [here](#) to complete a Board of Supervisors Customer Service Satisfaction form.

The Legislative Research Center provides 24-hour access to Board of Supervisors legislation, and archived matters since August 1998.

**Disclosures:** Personal information that is provided in communications to the Board of Supervisors is subject to disclosure under the California Public Records Act and the San Francisco Sunshine Ordinance. Personal information provided will not be redacted. Members of the public are not required to provide personal identifying information when they communicate with the Board of Supervisors and its committees. All written or oral communications that members of the public submit to the Clerk's Office regarding pending legislation or hearings will be made available to all members of the public for inspection and copying. The Clerk's Office does not redact any information from these submissions. This means that personal information—including names, phone numbers, addresses and similar information that a member of the public elects to submit to the Board and its committees—may appear on the Board of Supervisors website or in other public documents that members of the public may inspect or copy.

## FILE NO. 19113: STATEMENT FROM RESPONDENT

**SUMMARY:** Respondent acknowledges its responses to public records requests from the Complainant have been untimely. Respondent also acknowledges that there are multiple public records requests from Complainant with no response, as of date. Respondent is actively working on Complainant's requests to have responses available as soon as possible. Respondent denies Complainant's allegations of willful ignorance of the Complainant's public records requests. Respondent requests that the Task Force view the number of requests submitted in a short time frame and the voluminous number of responsive records, in light of limited staffing and the other responsibilities of staff to maintain operation of the Fine Arts Museums of San Francisco. As of February 5, 2020, Respondent has hired a dedicated staff member whose primary responsibility is to respond to public records requests. Respondent will submit responses to Complainant's earlier requests, as responsive documents become available.

### Slide 1

a. Item 1 - *Please see attached (Attachments 1-14)*. Between September 10, 2019 and September 12, 2019, Complainant made 26 separate requests Complainant labeled as "Immediate Disclosure Requests." Respondent has responded to all of the requests sent on September 10, 2019 and September 12, 2019. Respondent provided Complainant with all responsive documents for all the following requests, submitted on September 10, 2019 and September 12, 2019:

1. *Please see attached (Attachment 1)* - Email Request 1 (September 10, 2019); 6 separate requests. No specific time frame provided in requests 1 and 2. Responsive documents provided. *Please see attached (Attachments 1-3)*.
2. *Please see attached (Attachment 4)* - Email Request 2 (several received, September 12, 2019). First emailed request submitted on September 12, 2019 contained 6 separate requests. Responsive documents provided. *Please see attached (Attachments 4-14)*.
3. *Please see attached (Attachment 4)* - Email Request 3 (several received, September 12, 2019). Second emailed request submitted on September 12, 2019 contained 8 separate requests. *Please see attached (Attachments 4-14)*.
4. *Please see attached (Attachment 4)* - Email Request 4 (several received, September 12, 2019). Third emailed request submitted on September 12, 2019 contained 3 separate requests. *Please see attached (Attachments 4-14)*.
5. *Please see attached (Attachment 4)* - Email Request 5 (several received, September 12, 2019). Fourth emailed request submitted on September 12, 2019 contained 3 separate requests. *Please see attached (Attachments 4-14)*.

b. Item 2

1. Complainant's Request on October 8, 2019 – For communications the Complainant characterizes as "Communications regarding past controversies." Respondent is working on this request. Additionally, it would be helpful if Complainant would clarify what Complainant means by "past controversies."
2. *Please see attached (Attachments 15-17)* - Complainant's Request, also submitted on October 8, 2019 – Calendars of Thomas Campbell (Director, FAMSF) and Jason Moment (President, FAMSF Board). Respondent has responded to this request. Completed on January 31, 2020.

## FILE NO. 19113: STATEMENT FROM RESPONDENT

3. *Please see attached (Attachment 18)* – Complainant's Request, submitted the following day on October 9, 2019 – Calendars for the Chair Emerita. Respondent has responded to this request. Respondent has no responsive records. Completed on October 15, 2019.
4. Complainant's Request, also submitted on October 9, 2019 – "Communications with foreign officials." Respondent is working on this request.

### Slide 2

- a. Respondent denies Complainant's allegations that it willfully ignored Complainant's public records requests. Respondent has responded, to the best of its ability, to the public records requests submitted by Complainant, with Respondent's limited resources.
- b. Respondent acknowledges its responses to public records requests from the Complainant have been untimely. Respondent also acknowledges that there are multiple public records requests from Complainant with no response, as of date.
- c. As of February 5, 2020, Respondent has hired a dedicated staff member whose primary responsibility is to respond to public records requests. Respondent is working on Complainant's prior requests and will provide responsive documents as they become available.

### Slide 3

- a. As stated above, Respondent acknowledges its responses to public records requests from the Complainant have been untimely.
- b. As stated above, Respondent also acknowledges that there are multiple public records requests from Complainant with no response, as of date.
- c. Respondent acknowledges statements as to the existence, quantity, form and nature of records were requested and not always provided.

### Slide 4

- a. Respondent has provided all responsive documents pertaining to this matter.
- b. Item - SFAC 67.29-7(c) - There are no contracts or agreements.

### Slide 5

- a. *Please see attached (Attachment 19)* - Public Records on Personal Electronic Devices (March 24, 2017); Memorandum from City Attorney Dennis Herrera
- b. Respondent has no responsive records for this part of the request, for the October 8, 2019 and October 9, 2019 requests from Complainant.
- c. As responded to previously in this statement, both of these requests have been responded to and completed.
  - a. *Please see attached (Attachments 15-18)*

### Slide 6

- a. Respondent provided this responsive document to the Complainant on September 11, 2019, one business day after the request was received on September 10, 2019.
  - a. *Please see attached (Attachment 1)* - Email Request (September 10, 2019); Responsive documents provided. *Please see attached (Attachments 1, 3)*.

## FILE NO. 19113: STATEMENT FROM RESPONDENT

### Slide 7

- a. Respondent has again reviewed the original email referenced here by Complainant.
- b. The specific email address redacted in this email is Chair Emerita Wilsey's personal/private email address. It is not a public email address. The email address was properly redacted, per Cal. Govt. Code § 6254(c).
- c. There is no Cc or Bcc for this email, nor is it displayed by our email system. This email is a direct conversation between Melissa Powers and Chair Emerita Wilsey.

### Slide 8

- a. The particular meeting displayed here by Complainant (3:30 pm Leadership Team Meeting, Monday, Oct. 7, 2019) is a leadership team meeting to discuss general updates by department managers.

### Slide 9

- a. Respondent did not understand the request at the time it was submitted.
- b. *Please see attached (Attachment 20-21)* - Respondent has since provided the Complainant with the responsive document for this request. Completed on January 27, 2020; Resubmitted to Complainant's requested email address, per Complainant's request, on January 29, 2020.

In sum, Respondent has demonstrated good faith in trying to respond to Complainant's public records requests. Respondent has very recently hired a dedicated staff member to respond to public records requests. Respondent is diligently working to respond to Complainant's earlier requests.

de Young  
Legion of Honor  
fine arts museums  
of san francisco

Melissa Powers <mpowers@famsf.org>

## Re: California Public Records Act Request: Immediate Disclosure Request - FAMSF/COFAM/FAMF Relationship

1 message

Melissa Powers <mpowers@famsf.org>  
To: 79999-25916958@requests.muckrock.com

Wed, Sep 11, 2019 at 4:58 PM

Dear Sir/Madam,  
Your request was interpreted to capture current, legal agreements. However, I am attaching a 2002 agreement between CCSF, through the FAMSF Board of Trustees, and FAMF, which is no longer effective.  
Thank you,  
On behalf of FAMSF,  
Melissa Powers  
Manager of Board Relations and Special Projects

Fine Arts Museums of San Francisco  
de Young  
Legion of Honor

Golden Gate Park | 50 Hagiwara Tea Garden Drive | San Francisco, CA 94118  
p 415.750.3690  
e mpowers@famsf.org | famsf.org

On Wed, Sep 11, 2019 at 3:23 PM <79999-25916958@requests.muckrock.com> wrote:

Fine Arts Museums Of San Francisco  
PRA Office  
de Young Museum  
50 Hagiwara Tea Garden Drive  
San Francisco, CA 94118

September 11, 2019

This is a follow up to a previous request:

\*\* Please redact your responses correctly! This is a public mailbox, and all of your responses (including emails, attachments, file shares, and the disclosed records) may be automatically and instantly available to the general public on the MuckRock.com service used to issue this request (though I am not a MuckRock representative). Once you send them to us, there's no going back. \*\*

I want to be certain I understand your response. The entirety of ALL contracts between the City agency and COFAM or FAMF is a 1-page memorandum of understanding with no detail whatsoever? There are literally no other legal agreements?

Filed via MuckRock.com  
E-mail (Preferred): 79999-25916958@requests.muckrock.com  
Upload documents directly: [https://accounts.muckrock.com/accounts/login/?url\\_auth\\_token=AABjfFY0jqPWZbJGNXgcHwE5xqs%3A1i8B1D%3Aw\\_DOoC3ZIdXCsqq008F8V\\_sD-\\_cQ&next=https%3A%2Fwww.muckrock.com%2Faccounts%2Flogin%2F%3D%252Faccounts%252Fagency\\_login%252Ffine-arts-museums-of-san-francisco-18604%252Fimmediate-disclosure-request-famsfcarfamf-famf-relationship-79999%252F%253Femail%253Dmpowers%252540famsf.org](https://accounts.muckrock.com/accounts/login/?url_auth_token=AABjfFY0jqPWZbJGNXgcHwE5xqs%3A1i8B1D%3Aw_DOoC3ZIdXCsqq008F8V_sD-_cQ&next=https%3A%2Fwww.muckrock.com%2Faccounts%2Flogin%2F%3D%252Faccounts%252Fagency_login%252Ffine-arts-museums-of-san-francisco-18604%252Fimmediate-disclosure-request-famsfcarfamf-famf-relationship-79999%252F%253Femail%253Dmpowers%252540famsf.org)  
Is this email coming to the wrong contact? Something else wrong? Use the above link to let us know.

For mailed responses, please address (see note):  
MuckRock News  
DEPT MR 79999  
411A Highland Ave  
Somerville, MA 02144-2516

PLEASE NOTE: This request is not filed by a MuckRock staff member, but is being sent through MuckRock by the above in order to better track, share, and manage public records requests. Also note that improperly addressed (i.e., with the requester's name rather than "MuckRock News" and the department number) requests might be returned as undeliverable.

On Sept. 11, 2019:  
Subject: Re: California Public Records Act Request: Immediate Disclosure Request - FAMSF/COFAM/FAMF Relationship  
Dear Sir/Madam,

The Fine Arts Museums of San Francisco received your Immediate Disclosure Request, dated September 7, 2019, on September 10, 2019. You have

requested the following records:

"Pursuant to the Sunshine Ordinance and CPRA, I hereby request the following records as 6 Immediate Disclosure Requests from your agency, from COFAM, and from FAMF:

1. All legal/contractual relationships between your agency (or the City as a whole) and Corporation of the Fine Arts Museums of San Francisco (COFAM)
2. All legal/contractual relationships between your agency (or the City as a whole) and Fine Arts Museums Foundation (FAMF)
3. All records of how city employees use IT systems owned or operated by FAMF and/or COFAM
4. All records of how city employees retain records owned, used, or prepared by the city agency, but stored on IT systems owned or operated by FAMF and/or COFAM
5. The last 10 emails from, and the last 10 emails to, Diane B. Wilsey, President, on their official AND personal email (under City of San Jose v Superior Court (2017)) re: the public's business
6. The last 10 emails from, and the last 10 emails to, Belva Davis, Vice President, on their official AND personal email (under City of San Jose v Superior Court (2017)) re: the public's business"

On behalf of the City Department, the Fine Arts Museums of San Francisco (FAMSF), please find attached the document responsive to request 1 and 2 (FAMSF Board Resolution of January 2018). The FAMSF does not have records responsive to requests 3 and 4.

As for records request 5 and 6, although you labeled your requests as an Immediate Disclosure Request, it is not "simple, routine, or otherwise readily answerable," as is required by San Francisco Administrative Code Section 67.25(a). For this reason, FAMSF is treating your IDR as a standard public records request, subject to the normally applicable 10 days response time, with a possible extension. Accordingly, FAMSF will be in touch with you regarding these records no later than September 20, 2019. However, FAMSF will endeavor to fulfill your request as soon as possible.

Thank you,

On behalf of FAMSF,  
Melissa Powers  
Manager of Board Relations and Special Projects

Fine Arts Museums of San Francisco  
de Young  
Legion of Honor

Golden Gate Park | 50 Hagiwara Tea Garden Drive | San Francisco, CA 94118  
p 415.750.3690  
e mpowers@famsf.org | famsf.org

On Sept. 10, 2019:  
Subject: RE: California Public Records Act Request: Immediate Disclosure Request - FAMSF/COFAM/FAMF Relationship  
To Whom It May Concern:

\*\* Please redact your responses correctly! This is a public mailbox, and all of your responses (including emails, attachments, file shares, and the disclosed records) may be automatically and instantly available to the general public on the MuckRock.com service used to issue this request (though I am not a MuckRock representative). Once you send them to us, there's no going back.\*\*

Pursuant to the Sunshine Ordinance and CPRA, I hereby request the following records as 6 Immediate Disclosure Requests from your agency, from COFAM, and from FAMF:

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3. all records of how city employees use IT systems owned or operated by FAMF and/or COFAM
4. all records of how city employees retain records owned, used, or prepared by the city agency, but stored on IT systems owned or operated by FAMF and/or COFAM
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6. the last 10 emails from , and the last 10 emails to, Belva Davis, Vice President, on their official AND personal email (under City of San Jose v Superior Court (2017)) re: the public's business

We remind you of your obligations to provide electronic records in any format we request them in, as long that format is available to you OR easy to generate (Admin Code 67.21(l)). Therefore, emails exported in the .eml or .msg format with all non-exempt headers, metadata, attachments, etc. are best.

2/12/2020

Fine Arts Museums of San Francisco Mail - Re: California Public Records Act Request: Immediate Disclosure Request - FAMSF/COFAM/...

If you choose to convert documents, for example, to PDF or printed format (even though we have specifically requested .eml or .msg formats), to easily redact them, you must still ensure that you have preserved the full content of the original conversation record, which contains many detailed headers beyond the generally used From/To/Subject/Sent/etc.

If you send PDFs, please use only text/search PDFs, not images.

If on the City Attorney's advice or for other reasons, you redact portions of the metadata/headers, please specifically justify each such redaction with a legal citation (statute, ordinance, or case law).

If you provide PDFs or printed conversations or give us only a few of the headers or exclude attachments/images, and therefore withhold the other headers/attachments without proper justification, you may be in violation of SF Admin Code 67.21, 67.26, 67.27, Govt Code 6253(a), 6253.9, and/or 6255, and we may challenge your decision in court, before the Supervisor of Records, and/or the Sunshine Ordinance Task Force. I have various cases proceeding before the SOTF and Sup. of Records, and intend to vigorously enforce the public's right to record disclosure.

Please provide only those copies of records available without any fees. If you determine certain records would require fees, please instead provide the required (free) notice of which of those records are available and non-exempt for inspection in-person if we so choose.

Remember you must inform us whether there are no responsive records, some fully disclosed records, some fully withheld records, or some partially disclosed/partially withheld/redacted records for each of the individual requests.

Sincerely,

Anonymous

--

On Sept. 9, 2019:

Subject: Thank you for your message Re: California Public Records Act Request: Immediate Disclosure Request - FAMSF/COFAM/FAMF Relationship

Thank you for your message.

I am on a leave of absence until further notice.

For acquisitions related matters, please contact Lexi Paulson at [lpaulson@famsf.org](mailto:lpaulson@famsf.org) (<mailto:lpaulson@famsf.org>)

For board of trustee related matters, please contact Melissa Powers at [mpowers@famsf.org](mailto:mpowers@famsf.org) (<mailto:mpowers@famsf.org>)

Kind regards,

Skot Jonz

Executive Assistant and Project Assistant  
Fine Arts Museums of San Francisco  
San Francisco, CA 94118  
p 415.750.2635

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Skot Jonz

Executive Assistant and Project Assistant

Fine Arts Museums of San Francisco  
de Young | Legion of Honor  
Golden Gate Park | 50 Hagiwara Tea Garden Drive  
San Francisco, CA 94118

p 415.750.2635 | [sjonz@famsf.org](mailto:sjonz@famsf.org) | (<mailto:sjonz@famsf.org>) [famsf.org](http://famsf.org) (<http://famsf.org>)

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On Sept. 7, 2019:

Subject: California Public Records Act Request: Immediate Disclosure Request - FAMSF/COFAM/FAMF Relationship

To Whom It May Concern:

\*\* Please redact your responses correctly! This is a public mailbox, and all of your responses (including emails, attachments, file shares, and the disclosed records) may be automatically and instantly available to the general public on the MuckRock.com service used to issue this request (though I am not a MuckRock representative). Once you send them to us, there's no going back. \*\*

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4. all records of how city employees retain records owned, used, or prepared by the city agency, but stored on IT systems owned or operated by FAMF and/or COFAM
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6. the last 10 emails from , and the last 10 emails to, Belva Davis, Vice President, on their official AND personal email (under City of San Jose v Superior Court (2017)) re: the public's business

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attachments, etc. are best.

If you choose to convert documents, for example, to PDF or printed format (even though we have specifically requested .eml or .msg formats), to easily redact them, you must still ensure that you have preserved the full content of the original conversation record, which contains many detailed headers beyond the generally used From/To/Subject/Sent/etc.

If you send PDFs, please use only text/search PDFs, not images.

If on the City Attorney's advice or for other reasons, you redact portions of the metadata/headers, please specifically justify each such redaction with a legal citation (statute, ordinance, or case law).

If you provide PDFs or printed conversations or give us only a few of the headers or exclude attachments/images, and therefore withhold the other headers/attachments without proper justification, you may be in violation of SF Admin Code 67.21, 67.26, 67.27, Govt Code 6253(a), 6253.9, and/or 6255, and we may challenge your decision in court, before the Supervisor of Records, and/or the Sunshine Ordinance Task Force. I have various cases proceeding before the SOTF and Sup. of Records, and intend to vigorously enforce the public's right to record disclosure.

Please provide only those copies of records available without any fees. If you determine certain records would require fees, please instead provide the required (free) notice of which of those records are available and non-exempt for inspection in-person if we so choose.

Remember you must inform us whether there are no responsive records, some fully disclosed records, some fully withheld records, or some partially disclosed/partially withheld/redacted records for each of the individual requests.

Sincerely,

Anonymous

Filed via MuckRock.com

E-mail (Preferred): 79999-25916958@requests.muckrock.com

Upload documents directly: [https://accounts.muckrock.com/accounts/login/?url\\_auth\\_token=AABjfFY0jqPWZbJGNXgcHwE5xqs%3A1i8B1D%3Aw\\_DOoC3ZldXCqq008F8V\\_sd\\_cQ&next=https%3A%2F%2Fwww.muckrock.com%2Faccounts%2Flogin%2F%3Fnext%3D%252Faccounts%252Fagency\\_login%252Ffine-arts-museums-of-san-francisco-18604%252Fimmediate-disclosure-request-famsfcofamfamf-relationship-79999%252F%253Femail%253Dmpowers%252540famsf.org](https://accounts.muckrock.com/accounts/login/?url_auth_token=AABjfFY0jqPWZbJGNXgcHwE5xqs%3A1i8B1D%3Aw_DOoC3ZldXCqq008F8V_sd_cQ&next=https%3A%2F%2Fwww.muckrock.com%2Faccounts%2Flogin%2F%3Fnext%3D%252Faccounts%252Fagency_login%252Ffine-arts-museums-of-san-francisco-18604%252Fimmediate-disclosure-request-famsfcofamfamf-relationship-79999%252F%253Femail%253Dmpowers%252540famsf.org)

Is this email coming to the wrong contact? Something else wrong? Use the above link to let us know.

For mailed responses, please address (see note):

MuckRock News  
DEPT MR 79999  
411A Highland Ave  
Somerville, MA 02144-2516

PLEASE NOTE: This request is not filed by a MuckRock staff member, but is being sent through MuckRock by the above in order to better track, share, and manage public records requests. Also note that improperly addressed (i.e., with the requester's name rather than "MuckRock News" and the department number) requests might be returned as undeliverable.

 Facilities GroundLease - 2002.PDF  
751K

## FINE ARTS MUSEUMS OF SAN FRANCISCO

Board of Trustees  
January 25, 2018

### Board Resolution 1857

#### **Establish and Document a Memorandum of Understanding between the Fine Arts Museums of San Francisco, the Corporation of the Fine Arts Museums, and the Fine Arts Museums Foundation, Listing the Roles and Responsibilities of Each Organization**

WHEREAS, The City Services Auditor Division in October 2016 recommended to "establish and document a memorandum of understanding between the Fine Arts Museums of San Francisco, the Corporation of the Fine Arts Museums, and the Fine Arts Museums Foundation, listing the roles and responsibilities of each organization".

RESOLVED, That the board of trustees of the Fine Arts Museums of San Francisco (FAMSF) adopts the attached memorandum of understanding between the Fine Arts Museums of San Francisco (FAMSF), the Corporation of the Fine Arts Museums (COFAM), and the Fine Arts Museums Foundation (FAMF), listing the roles and responsibilities of each organization.

### Memorandum of Understanding

The Fine Arts Museums of San Francisco (FAMSF) is a charitable trust department of the City and County of San Francisco (City) consisting of the de Young Museum and the Legion of Honor (the Fine Arts Museums or Museums), governed by a self-perpetuating board of trustees. In accordance with Section 5.105 of the City Charter:

"The Board is responsible for the protection and conservation of the assets of the Fine Arts Museums and for setting the public course the Museums will follow. The Board shall assure that the Museums are open, accessible and vital contributors to the cultural life of the City and County, and that the Museums' programs bring art appreciation and education to all the people of the City and County. The Board may enter into agreements with a not-for-profit or other legal entity to develop or operate the museums and to raise and maintain funds for the museums' support."

The City owns the land and buildings in which the Museums operate, and most of the collections, and provides partial operating support through an annual appropriation for their care and maintenance. The annual appropriation is approved through City's annual budget process.

The Fine Arts Museums Foundation (FAMF) is a nonprofit public benefit corporation formed in 1963 that manages the Museums' endowment and art acquisition funds, as well as tax-exempt bonds (and related investments) issued for the new de Young Museum building, which opened in 2005. The FAMF board of trustees is also self-perpetuating.

The Corporation of the Fine Arts Museums (COFAM) is a nonprofit public benefit corporation formed in 1987 responsible to operate the Museums and to raise and maintain funds for the museums' support. The COFAM bylaws proscribe that the board of trustees consists of the combined Boards of FAMSF and FAMF, and others as designated by the FAMSF board of trustees. The COFAM board of trustees shall approve and monitor an annual budget sufficient to meet the needs of the Museums, as supplemented by the City annual appropriation and supported by funding distributions of FAMF.

Approved by:  
Fine Arts Museums of San Francisco  
Corporation of the Fine Arts Museums  
Fine Arts Museums Foundation

LEASE AND FACILITIES AGREEMENT

between

CITY AND COUNTY OF SAN FRANCISCO,  
acting by and through its  
BOARD OF TRUSTEES OF THE FINE ARTS MUSEUMS OF SAN FRANCISCO  
as Landlord

and

THE FINE ARTS MUSEUMS FOUNDATION  
as Tenant

June 1, 2002

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## LEASE AND FACILITIES AGREEMENT

THIS LEASE AND FACILITIES AGREEMENT (this "Lease") dated to be effective as of June 1, 2002, is by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through its BOARD OF TRUSTEES OF THE FINE ARTS MUSEUMS OF SAN FRANCISCO (the "Commission") (collectively, "City" or "Landlord"), and THE FINE ARTS MUSEUMS FOUNDATION, a nonprofit public benefit corporation organized and existing under the laws of the State of California ("Tenant").

THIS LEASE IS MADE WITH REFERENCE TO THE FOLLOWING FACTS AND CIRCUMSTANCES:

A. The Commission is a commission of the City, organized and operating under the provisions of Article V of the 1996 Charter of the City and County of San Francisco (the "Charter").

B. The Commission is responsible under Charter Section 5.105 for the protection and conservation of the assets of M.H. de Young Memorial Museum (the "Museum") and the California Palace of the Legion of Honor (the "Legion"). The Museum is not currently in operation, and any continued operation of the existing museum facilities is not feasible, primarily because of concerns regarding the ability of such facilities to withstand certain seismic events.

C. The Tenant's mission is to support the activities of the Commission. In furtherance of such mission, the Tenant manages an endowment (the "Endowment") for the enrichment and benefit of the Commission, and plays a critical role in helping to defray the Commission's costs of operating the Museum and in raising the level of private contributions and developing Museum membership.

D. The City owns certain real property located in Golden Gate Park, San Francisco, California, a portion of which contains the Museum and other related buildings, improvements or areas, as more particularly described on Exhibit A attached hereto and incorporated herein by reference (collectively, the "Premises"). The Premises are under the jurisdiction of the Commission.

E. Pursuant to Charter Section 5.101, the Commission has exclusive charge of the assets under its jurisdiction, including the Premises and any other land or buildings set aside for its use, and has the authority to maintain, operate, manage, repair or construct new buildings, and to make and enter into contracts relating thereto, subject insofar as City funds are to be used, to the budgetary and fiscal provisions of the Charter.

F. The building of a new M.H. de Young Memorial Museum in Golden Gate Park is the highest institutional priority for the Commission and the Tenant. Accordingly, on January 31, 2002, the Commission approved of the construction of a new museum facility and related improvements for the Commission, to be located on the Premises (collectively, the "Project"). The Project will consist of (i) the construction of the new museum facility, and (ii) the planned new museum facility as completed. The plan of construction for the Project includes demolition of the existing Museum and construction of an approximately 300,000 square foot new museum facility. The new museum facility includes gallery space, a main

lobby, courtyard, educational spaces, inner courtyards, café, museum store, observation tower area, curatorial and museum administration offices, a loading dock, art storage and conservation space, and other museum-related uses. The Commission does not have funding to permit the Commission to perform seismic retrofitting of the Museum or to construct the Project. Tenant and the Corporation of The Fine Arts Museums ("COFAM") have offered to accept primary responsibility for constructing the Project, which, when completed, will be the new M.H. deYoung Memorial Museum. Upon completion of the Project, the Tenant shall give to the City the completed Project, including without limitation any Improvements located on the Premises, subject to any necessary approvals required by applicable Laws.

**G.** The Tenant and COFAM have raised at least \$150,000,000 in completed and pledged gifts (the "Philanthropic Funds") in support of the design and construction costs of the Project, including development, administrative and other soft costs related thereto (the "Project Costs"), and are committed to a fund raising goal of \$165,000,000.

**H.** In addition to raising Philanthropic Funds, the Tenant and COFAM will cause bonds to be issued initially in an amount not to exceed \$185,000,000 (the "Bonds") in order to finance a portion of the Project Costs.

**I.** In furtherance of the Tenant's financing of a substantial portion of the Project Costs, the City and Tenant have negotiated and agreed upon the terms and conditions upon which City will lease the Premises to Tenant, and the Parties now desire to enter into this Lease upon all of the terms and conditions hereof.

**J.** All initially capitalized terms used herein are defined in Appendix A attached hereto or shall have the meanings given them when first defined.

ACCORDINGLY, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

## **1. BASIC LEASE INFORMATION**

The following is a summary of basic lease information (the "Basic Lease Information"). Each item below shall be deemed to incorporate all of the terms set forth in this Lease pertaining to such item. In the event of any conflict between the information in this Section 1 and any more specific provision of this Lease, the more specific provision shall control.

Landlord:

CITY AND COUNTY OF  
SAN FRANCISCO, a municipal corporation,  
acting by and through its BOARD OF  
TRUSTEES OF THE FINE ARTS  
MUSEUMS OF SAN FRANCISCO

Tenant:

THE FINE ARTS MUSEUMS  
FOUNDATION, a California nonprofit public  
benefit corporation

Premises (Section 3.1):

That certain land located in the City and County of San Francisco, California, more particularly described in Exhibit A-1 attached hereto and shown on the map attached hereto as Exhibit A-2, together with all Improvements now or hereafter located thereon, including the Project.

Term (Section 4):

The Lease shall commence upon the Completion (as defined below) of the Project (the "Commencement Date") and shall expire as of the earlier of: (a) thirty-five (35) years from the Commencement Date, (b) the date as of which any indebtedness and all other amounts due under the Indenture and the Standby Bond Purchase Agreement shall have been paid or provision for their payment shall have been made in accordance with said Indenture and Standby Bond Purchase Agreement, or (c) the date as of which this Lease terminates in accordance with the terms of this Lease.

Use (Section 8):

The Premises shall be used as a Museum open to the public in accordance with the terms and conditions of this Lease and applicable Laws.

Notice Address of City (Section 30.1):

Board of Trustees of the Fine Arts  
Museums of San Francisco  
233 Post Street, 6<sup>th</sup> Floor  
San Francisco, CA 94108-5003  
Attn: Harry S. Parker, III  
Director of Museums  
Fax No.: (415) 750-7686

and to:

Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, California 94102-4682  
Attn: Team Leader, Real Estate, Finance and  
Special Projects Team  
Fax No.: (415) 554-4755

and to:

Office of the Controller  
City Hall, Room 316  
1 Dr. Carlton B. Goodlett Place  
San Francisco, California 94102-4682  
Attn: Controller  
Fax No.: (415) 554-7466

and to:

Office of Public Finance  
City Hall, Room 336  
1 Dr. Carlton B. Goodlett Place  
San Francisco, California 94102-4682  
Attn: Director  
Fax No.: (415) 554-4864

Key Contact for City:

Director of Museums

Telephone No.:

(415) 750-3661

Alternate Contact for Landlord:

Deputy Director for Administration and  
Finance

Telephone No.:

(415) 750-3666

Notice Address of Tenant  
(Section 30.1):

The Fine Arts Museums Foundation  
233 Post Street, 6<sup>th</sup> Floor  
San Francisco, CA 94108

Key Contact for Tenant:

President of Tenant

Telephone No.:

(415) 750-3682

Alternate Contact for Tenant:

Secretary of Tenant

Telephone No.:

(415) 750-3682

Brokers (Section 30.9):

None.

## 2. DEFINITIONS

For purposes of this Lease, initially capitalized terms shall have the meanings ascribed to them in Appendix A attached hereto and incorporated herein by reference.

## 3. PREMISES

**3.1 Leased Premises.** Subject to the terms, covenants and conditions of this Lease, City leases to Tenant and Tenant leases from City, the Premises, together with any and all Improvements existing thereon, including the Project, all of which shall be owned by City, and all easements and appurtenant rights to the Premises; excluding therefrom and reserving unto City, its successors and assigns, the Reserved Rights relating to the Premises as described in Appendix A attached hereto and incorporated herein by reference.

### 3.2 Reserved.

### 3.3 As Is Condition of Premises.

**(a) Inspection of Premises.** Tenant represents and warrants that Tenant has conducted a thorough and diligent inspection and investigation, either independently or through Agents of Tenant's own choosing, of the Premises, including, without limitation, (i) the quality, nature, adequacy and physical condition of the Premises, and all other physical and functional aspects of the Premises; (ii) the quality, nature, adequacy, and physical, geotechnical and environmental condition of the Premises (including Hazardous Materials conditions); (iii) the

suitability of the Premises for the Project; (iv) the zoning, land use regulations and other Laws governing use of or construction on the Premises; and (v) all other matters of material significance affecting the Premises and uses thereof under this Lease. Tenant is fully aware of the needs of its operations and has determined, based solely on its own investigation, that the Premises are suitable for its operations and intended uses.

(b) **As Is; Disclaimer of Representations.** Tenant acknowledges and agrees that the Premises are being leased by City to Tenant, and Tenant hereby accepts the Premises in their existing state and condition, "AS IS, WITH ALL FAULTS" and subject to all applicable Laws governing the use, occupancy, management, operation and possession of the Premises. Tenant acknowledges and agrees that neither City, the Commission nor any of the other Indemnified Parties, nor any Agent of any of them, has made, and there is hereby disclaimed, any representation or warranty, express or implied, of any kind by Tenant with respect to the condition of the Premises. Without limiting the foregoing, this Lease is made subject to any and all covenants, conditions, restrictions, easements, leases, and other title matters affecting the Premises, or any portion thereof, whether or not of record. Tenant acknowledges and agrees that neither City nor any of its Agents have made, and City hereby disclaims, any representations or warranties, express or implied, concerning (i) title or survey matters affecting the Premises, (ii) the physical, geological, seismological or environmental condition of the Premises, (iii) the quality, nature, or adequacy of any utilities serving the Premises, (iv) the present or future suitability of the Premises for Tenant's business and intended uses, (v) the feasibility, cost or legality of constructing any Improvements on the Premises if required for Tenant's use and permitted under this Lease, or (vi) any other matter whatsoever relating to the Premises or their use, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.

As part of its agreement to accept the Premises in its "As Is With All Faults" condition, Tenant, on behalf of itself and its successors and assigns, hereby waives any right to recover from, and forever releases, acquits and discharges, the Indemnified Parties of and from any and all Losses, whether direct or indirect, known or unknown, foreseen or unforeseen, that the Tenant may now have or that may arise on account of or in any way connected with (i) the physical, geotechnical or environmental condition of the Premises, including, without limitation, any Hazardous Materials, in, on, under, above or about the Premises, (including, but not limited to, soils and groundwater conditions) or the physical condition of the new Museum once the Project is complete, (ii) any Laws applicable thereto, including, without limitation, Hazardous Materials Laws.

In connection with the foregoing release, the Tenant acknowledges that it is familiar with Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR EXPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM MUST HAVE MATERIALLY Affected THE SETTLEMENT WITH THE DEBTOR.

Tenant's Initials: Rue I

The Tenant agrees that the release contemplated by this Section includes unknown claims. Accordingly, the Tenant hereby waives the benefits of Civil Code Section 1542, or under any other statute or common law principle of similar effect, in connection with the releases contained in this Section. Notwithstanding anything to the contrary in this Lease, the foregoing release shall survive any termination of this Lease.

#### 4. TERM

**4.1 Term of Lease.** The Premises are leased for a term of occupancy (the "Term") commencing on the Commencement Date as defined below. The Term of this Lease shall end on the Expiration Date defined below, unless sooner terminated pursuant to the provisions of this Lease.

**4.2 Commencement Date and Expiration Date.** The Term of occupancy of this Lease shall commence on the first day of the first full month following the date of Completion of the Project (the "Commencement Date"); provided, however, the terms and conditions of this Lease otherwise shall be effective as of the Effective Date (as defined in Section 4.3, below). The "Expiration Date" shall be the earlier to occur of: (i) the date thirty-five (35) years from the Commencement Date, (ii) the date as of which any indebtedness and all other amounts due under the Indenture and Standby Bond Purchase Agreement shall have been paid or provision for their payment shall have been made in accordance with said Indenture and Standby Bond Purchase Agreement, or (iii) the date as of which this Lease is terminated pursuant to the provisions hereof. Tenant shall execute and deliver to City a memorandum confirming the Commencement Date substantially in the form attached hereto as Exhibit B, but Tenant's failure to do so shall not affect the commencement of the Term.

**4.3 Effective Date.** This Lease shall become effective on the later of (i) the date the City, in its sole and absolute discretion, approves this Lease, in accordance with all applicable Laws, and (ii) the date on which the Parties hereto have executed and delivered this Lease (the "Effective Date").

#### 5. BOND ISSUANCE

**5.1 Bond Issuance.** The parties anticipate that the Bonds shall be issued on behalf of the Tenant for the purpose of financing or refinancing the Project, pursuant to the terms and conditions of a trust Indenture and other Bond Documents related to, evidencing or securing the Bonds. The Tenant covenants that it shall use Bond proceeds only to finance the construction or Completion of the Project and for any other purpose identified in the Bond Documents, including the refinancing thereof.

**5.2 Consent of City to Issuance of Bonds.** The City hereby consents to the issuance of the Bonds, subject to the terms and conditions of this Lease and the Bond Documents; provided, however, in no event shall this Lease or any of the Bond Documents create a debt of the Commission or the City, and nothing in the foregoing shall make or cause the Commission or the City to be liable for payment of debt service or other obligations of the Bonds; and provided, further however, such consent by the City shall not be deemed to be the approval by City of the Bonds or Bond Documents, and City offers no opinion related to the issuance of the Bonds and Bond Documents. Tenant agrees that a statement to such effect shall be printed on the Bonds.

**5.3 Notification to Commission (with copies to City).** The Tenant shall: (i) promptly provide to the Commission copies (with additional copies as prescribed by Section 1 above) of all prospecti and other offering materials relating to the Bonds, and copies of any annual or other disclosure statements relating to the Bonds; (ii) provide written notice to the Commission (with additional copies as prescribed by Section 1 above) within two (2) days of all default notices under the Indenture, Loan Agreement or any of the Bond Documents, or any other agreement for credit enhancement or liquidity for the Bonds; and (iii) provide written notice to the Commission (with additional copies as prescribed by Section 1 above) within two (2) days of any action the Tenant takes that might jeopardize the Tenant's legal status under Section 501(c)(3) of the United States Internal Revenue Code of 1986 (as amended, the "Code"), or any notices the Tenant might receive threatening revocation of its 501(c)(3) status or imposition of any intermediate sanctions.

**5.4 Tax-Exempt Status of Bonds.** The Commission shall not take or permit any action that would adversely affect the exclusion from gross income of interest on the Bonds pursuant to Section 103 of the Code.

**5.5 Right of Termination.** In the event that the Bonds are not issued on behalf of the Tenant on or before December 31, 2003 (the "Outside Bonds Issuance Date"), or construction of the Project is not completed on or before December 31, 2007 (the "Outside Project Completion Date"), the parties acknowledge and agree that the Commission shall have the right, at its election in its sole and absolute discretion, to (a) terminate this Lease by providing written notice thereof to Tenant, with such termination to be effective as of the date set forth in such termination notice, or (b) to extend the Outside Bonds Issuance Date or Outside Project Completion Date, as applicable. In the event of such termination, the Lease shall be of no further force and effect as of the termination date set forth in such notice, except for obligations which specifically survive the termination of the Lease.

**5.6 Limitation on Encumbrances and Disposition of the Premises.** During the Term of this Lease, the Commission shall not create any Encumbrance upon the Premises, except Permitted Encumbrances, without the prior written consent of Tenant. The Commission further agrees that it will not sell or otherwise dispose of any material part of the Premises unless the sale or other disposition thereof will not materially, adversely impair the structural soundness of the Premises or the revenue generating capacity of the Tenant.

## **6. TAXES, ASSESSMENTS AND OTHER EXPENSES**

### **6.1 Taxes and Assessments, Licenses, Permit Fees and Liens.**

**(a) Payment Responsibility.** If applicable, Tenant shall pay or cause to be paid, any and all real and personal property taxes, general and special assessments, excises, licenses, liens, permit fees and other charges and impositions of every description levied on or assessed against the Premises, any Improvements, Tenant's Personal Property, the leasehold estate or any subleasehold estate, or Tenant's use of the Premises or any Improvements, including, without limitation, possessory interest taxes (collectively, "Impositions"). Tenant shall make all such payments directly to the City's tax collector or other charging authority when due and payable, subject to Tenant's right to contest the validity of such charge pursuant to subsection (c) below. However, with respect to real property taxes and assessments levied on or assessed against the Premises for which City receives the tax bill directly from the taxing authority, Tenant shall reimburse City for payment of such sums upon demand. In addition, Tenant shall pay any fine, penalty, interest, or cost as may be charged or assessed for nonpayment or delinquent payment of such taxes.

**(b) Taxability of Possessory Interest.** Without limiting the foregoing, Tenant recognizes and agrees that this Lease may create a possessory interest subject to property taxation and that Tenant may be subject to the payment of property taxes levied on such interest. Tenant further recognizes and agrees that any Sublease or Assignment permitted under this Lease may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder in accordance with applicable Laws.

**(c) No Tax Liens.** Tenant shall not allow or suffer a lien for any taxes payable by Tenant hereunder to be imposed upon the Premises or upon any equipment or other property located thereon without promptly discharging the same.

**(d) Reporting Requirement.** Tenant agrees to provide such information as City may reasonably request to enable City to comply with any tax reporting requirements applicable to this Lease.

## 7. PERSONAL PROPERTY

**7.1 Tenant's Personal Property.** All of Tenant's Personal Property shall be and remain the property of Tenant and may be removed by it subject to the provisions of Section 25 [Surrender] hereof; provided, however, Tenant acknowledges and agrees that Tenant's Personal Property specifically shall exclude all of the City's Personal Property. All of Tenant's Personal Property shall be removed by Tenant on or prior to the date of termination of this Lease or of any extension thereof. Prior to the commencement of operation, a list of trade fixtures to be included in Tenant's Personal Property shall be submitted in writing to the Commission by Tenant.

## 8. USES

### 8.1 Permitted Uses.

**(a) Museum.** Subject to the terms and conditions of this Lease, the Premises shall be operated continuously for the benefit of the public as a public museum facility, including the ancillary uses set forth in Section 8.1(b), such as space for retail, office and maintenance functions related to the use and operation of the Museum, according to rules and regulations, rates, charges and hours of operation as may be established by the Commission from time to time.

**(b) Management Plan.** Tenant may use the Premises only to the extent set forth in any annual Management Plan (as defined in Section 9.1(a) below), and for no other purpose and in no other manner. The parties expect that each annual Management Plan shall authorize Tenant to perform functions related to the Museum that it and other non-profit corporations have historically performed for the Museum, including the following: (i) operating museum retail stores and other related activities, including without limitation, on-line merchandising activities, (ii) operating food and beverage service facilities, (iii) displaying the permanent collection of the Museum, (iv) providing curator services and publications related to the Museum, (v) sponsoring and presenting special exhibitions, events, lectures, cultural and educational programs relevant to the Museum's charitable purposes, (vi) hosting fundraising events, (vii) granting individuals and entities permission to use portions of the Premises for private events or functions on a short-term basis upon terms and conditions consistent with the City's standard form of permit, (viii) providing art conservation services for the City's permanent art collection and to institutions and members of the public, (ix) raising contributions and developing membership for the support of the Museum, (x) generating and collecting fee income from reproduction rights to images in the Museum's art collection, (xi) collecting special exhibition admission surcharges, (xii) occupying space for retail, office and maintenance functions related to the use and operation of the Museum, (xiii) providing administrative and marketing services for the Museum, (xiv) managing the Endowment, (xv) management of certain restricted funds, (xvi) purchasing art acquisitions, and (xvii) engaging in such other revenue-generating activities as may be approved by the Commission from time to time, in its sole and absolute discretion. The parties further expect that each annual Management Plan shall specify functions and services to be provided by the City, subject to annual appropriations and applicable Laws, consistent with such services as the City has historically performed for the Museum, including the following: (i) providing guard services, (ii) providing custodial services, (iii) performing maintenance on the Premises, including without limitation, providing stationery engineers and facility maintenance, (iv) providing utility services to the Premises, and (v) maintaining insurance for the City's art collection.

Except as expressly set forth in this Lease, all of the Tenant's activities in the Premises shall be subject to the approval of the Director or his or her designee, and such rules and regulations as may be imposed by the Commission from time to time. All revenues generated from such activities shall be governed by Section 10, below.

(c) **Retail Operations; Facility Rentals.** With respect to the operation of museum retail stores and other related retail activities, fundraising events and short-term facility rentals at the Premises approved by the Commission in any annual Management Plan, the parties agree as follows: (i) the Tenant will conform with customary museum practices and will consult with the Director with respect to content, style, price and aesthetic value, (ii) the Tenant will give the greatest consideration to the views of the Director and will comply with reasonable rules and conditions established by the Director, and (iii) the Tenant's activities will not conflict or interfere with other activities in the Premises. The Commission agrees that it shall cooperate with and assist the Tenant in carrying out these activities consistent with the Commission's cooperation and assistance to date, and the Commission shall not take any action that would materially impair these Tenant activities or the ability of the Tenant to generate revenue in connection with such activities.

(d) **Commission Authority Over Facilities and Commission Operations.** Notwithstanding anything to the contrary contained herein, the content, style, price and aesthetic value of all exhibitions, educational and cultural lectures and programs must be approved in advance by the Director and shall be subject to the jurisdiction of the Commission. The Commission, through its Director, shall continue to have authority to develop and administer the Museum and Premises, including its collections, facilities programs, activities and other operations, as set forth under Charter Section 5.100-5.102, and 5.105 and Administrative Code Sections 2A.155-2A.155.10, as such Laws may be amended from time to time. Nothing in this Lease shall be interpreted as interfering with or diminishing the Director's or Commission's authority to manage and control such collections, programs, activities and operations under such laws. Except as otherwise expressly set forth in this Lease, all of the Tenant's activities in the Premises shall be subject to the approval of the Commission or the Director or his/her designee, and such rules and regulations as may be imposed from time to time by the Commission or the Director. Subject to Section 8.1 hereof, nothing in this Lease shall be interpreted to interfere with or diminish the Director's and Commission's exclusive authority to determine the form and content of Museum programs and activities, nor shall anything in this Lease be interpreted to interfere with the terms and conditions of any gifts accepted by the Commission.

(e) **Rates, Charges, Rules and Regulations.** In accordance with the Administrative Code and Charter, the Commission may from time to time establish and thereafter modify all rates and charges for admission to the Museum and Premises, including base general admission fees and special exhibition surcharges, and reasonable rules and regulations for the use and operation of the Premises, including, without limitation, the hours and days of operation, restrictions on use, and the public uses and purposes permissible on or in the Premises. Tenant will comply with said rates, charges and rules and regulations.

(f) **Commission Covenants.**

(i) The Commission covenants and agrees that it shall not take or permit any action that would adversely affect the exclusion from gross income of interest on the Bonds under Section 103 of the Code.

(ii) The Commission covenants to use its good faith efforts to enforce its rights to receive revenues in accordance with the current provisions of applicable Laws. The Commission shall take all reasonable actions and remedies to ensure that such revenues are promptly received by the Commission as provided by such Laws.

(g) **No Change to Charter.** Nothing contained in this Section 8.1 shall be construed to amend, alter or modify any obligations of the Parties under the Charter or any other applicable Law, including the City's Administrative Code. In the event of any conflict between the terms of this Lease and the terms of the Charter or Administrative Code, the terms of the

Charter or Administrative Code, as applicable, shall govern. The Lease shall not provide to the Tenant a contractual right or remedy to enforce City obligations under the Charter.

**8.2 Advertising and Signs.** Tenant shall not allow the placement, construction or maintenance of any sign, advertisement, awning, canopy, banner or other exterior decoration of or on the Premises without obtaining the Commission's prior written consent. Any sign that Tenant or its subtenants are permitted to place, construct or maintain on the Premises shall comply with all Laws relating thereto, including, but not limited to, City's Sign Guidelines and all building permit requirements, and Tenant shall obtain all Regulatory Approvals required by such Laws. City makes no representation with respect to Tenant's ability to obtain such Regulatory Approval. Tenant at its sole cost and expense, and at the Commission's request, shall remove all signs placed by it on the Premises at the expiration or earlier termination of this Lease.

**8.3 Limitations on Uses by Tenant.**

(a) **Prohibited Activities.** Without limiting the generality of Section 8.1 [Permitted Uses] above, Tenant shall not conduct or permit on the Premises any Prohibited Activities (as defined in Appendix A attached hereto) without the prior written consent of the Commission.

**8.4 Museum Name; Use of Marks.** Except as specifically provided below, Tenant shall use the name "M.H. deYoung Memorial Museum" as the name of the museum facilities located on the Premises. Any other reference to or naming of the Museum, in connection with advertising or promotional materials or otherwise, shall require the prior consent of both the Commission and Tenant. Without limiting the foregoing, neither Party may use the logos, trademarks, trade names, emblems, insignia, slogans, or commercial symbols (collectively "Marks") of the other Party without the other Party's prior written consent. For purposes herein, the City's Marks shall include the Seal of the City and the names "The Fine Arts Museums of San Francisco," and Tenant's marks shall include the names "The Fine Arts Museums Foundation." Upon the Expiration Date or any earlier termination of this Lease, Tenant shall have no further rights to any use of the City Marks that may have been approved during the Term of this Lease and City shall have no right to any use of Tenant's Marks that may have been approved during the Term of this Lease.

**8.5 Covenant to Protect Park Facilities.** At all times during the Term of this Lease, Tenant shall perform its management and operation obligations in a manner that does not cause any damage to the Park Facilities. If Tenant or any of its Agents materially damages, injures or disturbs, or if Tenant has actual knowledge of any of Tenant's Invitees materially damaging, injuring or disturbing, any of the Park Facilities, or any portion of the Park Facilities, Tenant shall immediately notify City of that occurrence. City may, without limiting any of its other rights hereunder, take all reasonable actions it reasonably deems proper to repair such Park Facilities damaged, injured or disturbed by Tenant or its Agents at Tenant's sole expense.

**8.6 Trespassing.** As far as reasonably possible given the Parties' respective obligations hereunder by the exercise at all times of reasonable diligence and care, Tenant shall protect the Premises from trespass during operating hours.

**9. OPERATION AND CONDITION OF PREMISES**

**9.1 Tenant's Operation, Maintenance and Repair Obligations.**

(a) **Management Plan.** On an annual basis, the Tenant shall prepare a management plan (the "Management Plan") for the approval of the Commission. The Management Plan shall address the responsibilities and obligations of the Parties with respect to

the operation, use and management of the Museum, including without limitation, the obligations and standards of performance for the following: (i) security services for the Premises, including the art collection displayed and stored therein, (ii) janitorial services, (iii) maintenance of the Premises, including capital expenditures, engineering and custodial staff, (iv) collections of admissions revenues, (v) utilities, (vi) groundskeeping services, (vii) funding of various professional and staff positions, (viii) retail services and activities, (ix) food and beverage services, (x) special exhibitions, events, lectures, cultural and educational programs, (xi) fundraising events, (xii) permits to use portions of the Premises for private events or functions on a short-term basis, (xiii) curatorial and art conservation services, (xiv) raising contributions and developing membership for the support of the Museum, (xv) generating and collecting fee income from reproduction rights to images in the Museum's art collection, (xvi) collecting special exhibition admission surcharges, (xvii) occupancy of limited space for retail, office and maintenance functions related to the use and operation of the Museum, and (xviii) such other revenue-generating activities as may be approved by the Commission (collectively, the "Annual Management Responsibilities").

At least sixty (60) days prior to the Commencement Date of the Term, Tenant covenants to submit to the Commission for approval, a proposed Management Plan for the initial period from the Commencement Date of the Lease to and including the 30th day of June, and annually thereafter a proposed Management Plan for each succeeding fiscal year or portion thereof during the Term of this Lease. The Management Plan shall set forth in reasonable detail the contemplated responsibilities and obligations of Tenant with respect to the Annual Management Responsibilities. The Director shall review the proposed Management Plan and make recommendations for such changes with respect thereto as it may deem advisable and deliver a copy thereof to the Tenant. To the extent the Director and Tenant agree to such changes or recommendations, each such Management Plan shall be changed to conform to any such changes or recommendations, if any, of the Director. Thereafter, upon approval by the Commission, including such changes as may be made or approved by the Commission, the initial Management Plan, and each annual Management Plan thereafter, shall be the operative Management Plan for the corresponding fiscal year.

(b) **Operating Standards.** Subject to the terms and conditions of any applicable Management Plan, each Party hereto shall perform its respective obligations thereunder with respect to the Premises, in a first-class manner and, in connection therewith, shall provide the public with good quality products and efficient and courteous service.

(c) **No Right to Repair and Deduct.** Tenant expressly waives the benefit of any existing or future Law or judicial or administrative decision that would otherwise permit Tenant to make repairs or replacements at City's expense because of City's failure to keep the Premises (including, without limitation, streets and other infrastructure within the Premises) or any adjoining property or any part thereof in good order, condition or repair, or to abate or reduce any of Tenant's obligations hereunder on account of the Premises or any adjoining property (including, without limitation, access roads, utilities and other infrastructure serving the Premises) or any part thereof being in need of repair or replacement. Without limiting the foregoing, Tenant expressly waives the provisions of California Civil Code Sections 1932, 1941 and 1942 or any similar Laws with respect to any obligations of City for tenantability of the Premises and any right of Tenant to make repairs or replacements and deduct the cost thereof from rent.

## 10. FISCAL DUTIES AND MATTERS

### 10.1 General Admission Revenues.

(a) **San Francisco Museums Admission Special Revenue Fund.** All general admission fees, as more particularly described in Section 10.100-307 of the

Administrative Code, which are collected or received by the Tenant ("General Admission Revenues") shall be deposited in the Museums Admission Special Revenue Fund ("Special Revenue Fund") pursuant to Section 10.100-307 of the Administrative Code. Any excess proceeds ("Excess General Admission Revenues") from the Special Revenue Fund shall be disbursed in accordance with Section 10.100-307 of the Administrative Code and any other applicable Law, as such may be amended from time to time.

(b) **Non-General Admission Revenues.** All Non-General Admission Revenues generated from Tenant's activities under this Lease shall, subject to Section 10.2, below, be the property of Tenant.

**10.2 Excess General Admission Revenues and Non-General Admission Revenues.** In the event any Excess General Admission Revenues are distributed to the Tenant from time to time under applicable Law, and to the extent Tenant receives any Non-General Admission Revenues, the Tenant covenants that all such Excess General Admission Revenues and any Non-General Admission Revenues shall be used only to either (i) pay debt service and other costs associated with the Bonds, or (ii) support the Commission and its programs and purposes (including without limitation programs and purposes related to the Legion of Honor), and for no other purpose whatsoever. Notwithstanding anything to the contrary contained herein, this Lease shall not create a debt of the Commission or the City, and nothing contained herein shall make or cause the Commission or the City to be liable for payment of debt service on the Bonds, and the Tenant covenants that a statement to such effect shall be printed on the Bonds.

**10.3 Patron Audit Program.** Tenant shall participate in City's Patron Audit Program whereby signs provided by the City will be clearly posted at each point of sale stating that receipts are to be offered for each purchase and that if a receipt is not offered, the patron shall be allowed some form of compensation as mutually agreed upon by City and Tenant.

**10.4 Books and Records.** Tenant shall keep accurate books and records according to generally accepted accounting principles consistently applied. "Books and Records" means all of Tenant's books, records, and accounting reports or statements relating to this Lease and the operation and maintenance of the Premises, including, without limitation, cash journals, rent rolls, general ledgers, income statements, bank statements, income tax schedules, relating to the Premises, and any other bookkeeping documents Tenant utilizes in its business operations for the Premises, including the reports described in Section 10.4 above. If Tenant operates all or any portion of the Premises through a subtenant or Agent, Tenant shall require such subtenant or Agent to adhere to the foregoing requirements regarding books, records, accounting principles and the like.

**10.5 Inspection and Audit.** City, the Commission, or any City auditor or any auditor or representative designated by City, shall be entitled from time to time during the Term upon thirty (30) days' written notice and within three (3) years after the Expiration Date or other termination of this Lease, to inspect, examine, copy and audit all of Tenant's Books and Records. The primary purpose of such examination is to enable City and/or the Commission to ascertain, clearly and accurately, Tenant's General Admission Revenues and Non-General Admission Revenues and to verify that the form and method of Tenant's record keeping provide adequate and proper control and check of all such revenues. Tenant shall cooperate fully with City, the Commission, and City's Agents in making the examination. City shall also be entitled at City's option and expense, once during each Lease Year and once after the Expiration Date or other termination of this Lease, to cause an independent audit to be performed by a certified public accountant designated by City. Any audit shall be conducted during usual business hours at the Premises.

**10.6 Survival of Obligations.** Without limiting any other provisions of this Lease, the Parties' obligations contained in this Section 10 [Fiscal Duties and Matters], including, without

limitation, Tenant's payment and reporting obligations, shall survive the Expiration Date or any earlier termination of this Lease.

## 11. SUBSEQUENT CONSTRUCTION

### 11.1 Commission's Right to Approve Subsequent Construction.

(a) **Construction Requiring Approval.** Pursuant to the Commission's authority under Sections 5.100, 5.101 and 5.105 of the Charter, any Subsequent Construction, other than Minor Alterations (as defined below in Section 11.2), shall require the Commission's prior written approval, which approval shall not be unreasonably withheld or delayed, except that the Commission may approve or deny in its sole discretion any Subsequent Construction which results in any of the following:

(i) Construction of additional buildings or other additional structures, other than to replace or Restore those previously existing;

(ii) An increase in the bulk or height of any Improvements beyond the bulk or height approved for the Improvements;

(iii) Material alteration of the exterior architectural design of any Improvements (other than changes reasonably required to conform to changes in applicable Law);

(iv) Material increase in the floor load of the Improvements on the Premises;

(v) A material decrease in the building area of the Museum or any other area of the Premises that adversely affects the revenues generated;

(vi) A material increase in the structures built upon the Premises; and

(vii) Performance of Subsequent Construction involving material or non-cosmetic replacement or reconstruction that involves design, colors, or materials not originally approved by the Commission in accordance with the construction of the Project, unless materials originally installed are not reasonably available or do not meet current code requirements, and Tenant uses materials of equal quality, durability and appearance to the materials originally installed, as determined by the Commission.

(b) **Notice of Tenant.** At least thirty (30) days before commencing any Subsequent Construction which requires the Commission's approval, Tenant shall notify the Director of such planned Subsequent Construction. Such notice shall be accompanied by Final Construction Documents for such Subsequent Construction. Within thirty (30) days after receipt of such notice from Tenant, the Director shall have the right to object to any such Subsequent Construction, to the extent that such Subsequent Construction requires the Commission's approval.

(c) **Permits.** Tenant acknowledges that the provisions of this Section are subject to Sections 14.1(a) and 11.6(a)(ii). In particular, Tenant acknowledges that the Commission's approval of Subsequent Construction (or the fact that Tenant is not required to obtain the Commission's approval) does not alter Tenant's obligation to obtain all Regulatory Approvals and all permits required by applicable Law to be obtained from governmental agencies having jurisdiction, including, where applicable, from the City itself in its regulatory capacity.

**11.2 Minor Alterations.** Unless otherwise required under Section 11.1(a)(i)-(vii), the Commission's approval hereunder shall not be required for (a) the installation, repair or replacement of furnishings, fixtures, equipment or decorative improvements which do not materially affect the structural integrity or design of the Improvements (b) recarpeting, repainting the interior of any building on the Premises, groundskeeping, or similar alterations, or (c) any other Subsequent Construction which does not require a building permit (collectively, "Minor Alterations").

**11.3 Construction Documents in Connection with Subsequent Construction.**

**(a) Preparation, Review and Approval of Construction Documents.** With regard to any Subsequent Construction which requires the Commission's approval under this Section 11, Tenant shall prepare and submit to the Commission, for review and written approval hereunder, reasonably detailed schematic drawings (as amended or modified, the "Schematic Drawings"), and following the Commission's approval of such Schematic Drawings, Final Construction Documents which are consistent with the approved Schematic Drawings (collectively, Schematic Drawings and Final Construction Documents are referred to as "Construction Documents"). The Commission may waive the submittal requirement of Schematic Drawings if it determines in its discretion that the scope of the Subsequent Construction does not warrant such initial review. Construction Documents shall be prepared by a qualified architect or structural engineer duly licensed in California. The Commission shall approve or disapprove Construction Documents submitted to it for approval within sixty (60) days after submission. Any disapproval shall state in writing the reasons for disapproval. If the Commission deems the Construction Documents incomplete, the Commission shall notify Tenant of such fact within thirty (30) days after submission and shall indicate which portions of the Construction Documents it deems to be incomplete. If the Commission notifies Tenant that the Construction Documents are incomplete, such notification shall constitute a disapproval of such Construction Documents. If the Commission disapproves Construction Documents, and Tenant revises or supplements, as the case may be, and resubmits such Construction Documents in accordance with the provisions of Section 11.4 [Commission Approval of Construction Documents], the Commission shall review the revised or supplemented Construction Documents to determine whether the revisions satisfy the objections or deficiencies cited in the Commission's previous notice of rejection, and the Commission shall approve or disapprove the revisions to the Construction Documents within fifteen (15) days after resubmission. If the Commission fails to approve or disapprove Construction Documents (including Construction Documents which have been revised or supplemented and resubmitted) within the times specified within this Section 11.3, such failure shall not constitute a default under this Lease on the part of City, but such Construction Documents shall be deemed approved, provided that Tenant first provides the Commission with at least twenty (20) days prior written notice that Tenant intends to deem said Construction Documents so approved.

**(b) Progress Meetings; Coordination.** From time to time at the request of either Party during the preparation of Construction Documents, the Commission and Tenant shall hold regular progress meetings to coordinate the preparation, review and approval of the Construction Documents. The Commission and Tenant shall communicate and consult informally as frequently as necessary to ensure that the formal submittal of any Construction Documents to the Commission can receive prompt and speedy consideration.

**11.4 Commission Approval of Construction Documents.** Upon receipt by Tenant of a disapproval of Construction Documents from the Commission, Tenant (if it still desires to proceed) shall revise such disapproved portions of such Construction Documents in a manner that addresses the Commission's written objections and the Commission shall approve or disapprove such revised portions in the same manner as provided in Section 11.3 [Construction Documents in Connection with Subsequent Construction] for approval of Construction Documents (and any proposed changes there) initially submitted to the Commission. If Tenant

desires to make any substantial change in the Final Construction Documents after the Commission has approved them, then Tenant shall submit the proposed change to the Commission for its reasonable approval. The Commission shall notify Tenant in writing of its approval or disapproval within fifteen (15) days after submission to the Commission. Any disapproval shall state, in writing, the reasons therefor, and shall be made within such fifteen (15)-day period.

### **11.5 Construction Schedule.**

(a) **Performance.** Tenant shall prosecute all Subsequent Construction with reasonable diligence.

(b) **Reports and Information.** During periods of construction, Tenant shall submit to the Commission written progress reports when and as reasonably requested by the Commission, but not more frequently than once every three (3) months, except that during the last three (3) months during any period of such construction, the Commission may request that such reports be submitted monthly.

### **11.6 Construction.**

(a) **Commencement of Construction.** Tenant shall not commence any Subsequent Construction until the following conditions have been satisfied or waived by the Commission:

(i) The Commission shall have approved all final construction documents (or those aspects of the final construction documents as to which the Commission has an approval right under Section 11.1 [Commission's Right to Approve Subsequent Construction]);

(ii) Tenant shall have obtained all permits and other Regulatory Approvals necessary to commence such construction in accordance with Section 14 [Compliance with Laws];

(iii) Tenant shall have submitted to the Commission in writing its good faith estimate of the anticipated total construction costs of the Subsequent Construction. If such good faith estimate exceeds One Million Dollars (\$1,000,000), Tenant shall also submit evidence reasonably satisfactory to the Commission of Tenant's ability to pay such costs as and when due.

(b) **Construction Standards.** All Subsequent Construction shall be accomplished expeditiously, diligently and in accordance with good construction and engineering practices and applicable Laws. Tenant shall undertake commercially reasonable measures to minimize damage, disruption or inconvenience caused by such work and make adequate provision for the safety and convenience of all persons affected by such work. Dust, noise and other effects of such work shall be controlled using commercially-acceptable methods. In addition, in the case of Subsequent Construction which begins after the Improvements have opened for business to the general public, Tenant shall erect construction barricades substantially enclosing the area of such construction and maintain them until the Subsequent Construction has been substantially completed, to the extent reasonably necessary to minimize the risk of hazardous construction conditions.

(c) **Costs of Construction.** Neither City nor the Commission shall have any responsibility for costs of any Subsequent Construction. Tenant shall pay (or cause to be paid) all such costs.

(d) **Rights of Access.** During any period of Subsequent Construction, the Commission, City and their respective Agents shall have the right to enter areas in which Subsequent Construction is being performed, on reasonable prior notice during customary construction hours, subject to Tenant's right of quiet enjoyment under this Lease, to inspect the progress of the work. Nothing in this Lease, however, shall be interpreted to impose an obligation upon City or the Commission to conduct such inspections or any liability in connection therewith.

(e) **Prevailing Wages.** Tenant agrees that any person performing labor in the construction of any Improvements to the Premises shall be paid not less than the highest general prevailing rate of wages and that Tenant shall include, in any contract for construction of such improvements, a requirement that all persons performing labor under such contract shall be paid not less than the highest general prevailing rate of wages for the labor so performed. Tenant further agrees that, as to the construction of such improvements under this Lease, Tenant shall comply with all the provisions of subsection (b) of San Francisco Charter Section A7.204 and Sections 6.33 through 6.45 of the San Francisco Administrative Code that relate to payment of prevailing wages. Tenant shall require any contractor to provide, and shall deliver to the Director every month during any construction period, certified payroll reports with respect to all persons performing labor in the construction of any Improvements.

(f) **Coordination with Commission.** During the Term of this Lease, Tenant shall coordinate, and shall cause its Agents to coordinate, all activities related to any construction or Subsequent Construction at the Premises with the Commission in connection with the Commission's operations and shall cause such construction or Subsequent Construction to not materially interfere with the use and operations of the Commission at or in the Premises.

**11.7 Safety Matters.** Tenant while performing any Subsequent Construction or maintenance or repair of the Improvements (for purposes of this Section only, "Work"), shall undertake commercially reasonable measures in accordance with good construction practices to minimize the risk of injury or damage to adjoining portions of the Premises and Improvements and the surrounding property, or the risk of injury to members of the public, caused by or resulting from the performance of its Work.

**11.8 As-Built Plans and Specifications.** With respect to any Subsequent Construction for which the Commission's approval was required under this Section 11, Tenant shall furnish to the Commission one set of as-built plans and specifications with respect to such Subsequent Construction within ninety (90) days following completion. If Tenant fails to provide such as-built plans and specifications to the Commission within the time period specified herein, and such failure continues for an additional thirty (30) days following written request from the Director, the Commission will thereafter have the right to cause an architect or surveyor selected by the Commission to prepare as-built plans and specifications showing such Subsequent Construction, and the reasonable cost of preparing such plans and specifications shall be reimbursed by Tenant to the Commission promptly upon the Director's request. Nothing in this Section shall limit Tenant's obligations, if any, to provide plans and specifications in connection with Subsequent Construction under applicable regulations adopted by City in its regulatory capacity.

## 12. UTILITIES

**12.1 Utilities.** Utilities and services furnished to or used by the Parties in connection with the operation of the Premises, including without limitation, gas, electricity, water, telephone service, janitorial service and trash collection, and connection charges, shall be provided and paid for by the Parties in accordance with any approved annual Management Plan, as described in Section 9, above. The Parties agree that any and all utility Improvements proposed by Tenant shall be subject to the provisions of Section 11.1 [Commission's Right to Approve Subsequent

Construction] and that all utility improvements (whether now existing or hereafter installed) shall be deemed part of City's real property, and not personal property or trade fixtures of Tenant, regardless of how or when they were acquired or installed. Neither the City nor the Commission shall be liable for any failure or interruption of any utility service furnished to the Premises. Tenant agrees, with respect to any public utility services provided to the Premises by City, that no act or omission of City in its capacity as provider of public utility services, shall abrogate, diminish, or otherwise affect the respective rights, obligations and liabilities of Tenant and City under this Lease.

**12.2 Antennae and Telecommunications Dishes.** No antennae or telecommunications dish or other similar facilities may be installed on the Premises without the prior written approval of the Commission, which approval may be withheld in Commission's sole and absolute discretion. Any wireless telecommunications system shall be subject to the Commission's approval pursuant to the City's adopted policy on the siting and requirements for wireless telecommunications systems. In any event, no such antennae shall interfere with City's emergency and non-emergency communications facilities or the transmission facilities of City. Tenant agrees, at the request of City, to permit City to install, at City's sole cost, telecommunications or transmission equipment reasonably required for City's or City's operations, including, without limitation, facilities for City emergency or 800 MHz City wide radio system communications facilities (or its successor), at a location on top of the Improvements reasonably acceptable to Tenant.

### 13. LIENS

**13.1 Liens.** Tenant shall not create or permit the attachment of, and shall promptly following notice, discharge at no cost to City or the Commission, any lien, security interest, or encumbrance on the Premises or Tenant's leasehold estate, other than (i) this Lease, other permitted Subleases and Permitted Title Exceptions existing as of the Effective Date and not caused or suffered to arise by Tenant or Tenant's use and occupancy of the Premises, (ii) liens for non-delinquent Impositions (excluding Impositions which may be separately assessed against the interests of subtenants), except only for Impositions being contested as permitted by Section 6, and (iii) liens of mechanics, material suppliers or vendors, or rights thereto, for sums which under the terms of the related contracts are not at the time due or which are being contested as permitted by Section 6. The provisions of this Section do not apply to liens created by Tenant on Tenant's Personal Property.

**13.2 Mechanics' Liens.** Tenants shall keep the Premises, Tenant's leasehold estate and all of City's property (real and/or personal) free (including, without limitation, the Park Facilities) from any liens arising out of any work performed, material furnished or obligations incurred by or for Tenant. In the event Tenant does not cause a lien to be released of record by payment or posting of a proper bond within thirty (30) days following the imposition of any such lien, City shall have, in addition to all other remedies provided herein and by Law or equity, the right, but not the obligation, to cause the same to be released by such means as it shall deem proper, including, but not limited to, payment of the claim giving rise to such lien. All such sums paid by City and all expenses it incurs in connection therewith (including, without limitation, reasonable Attorneys' Fees and Costs) shall be payable to City by Tenant upon demand. City shall have the right at all times to post and keep posted on the Premises any notices permitted or required by Law or that City deems proper for its protection and protection of the Premises and City's property, from mechanics' and materialmen's liens. Tenant shall give City at least fifteen (15) days prior written notice of the commencement of any repair or construction on any of the Premises. Notwithstanding the foregoing, Tenant shall have the right, upon posting of an adequate bond or other security acceptable to the Commission, to contest any such lien, and in such case City shall not seek to satisfy or discharge such lien unless Tenant has failed to do so within ten (10) days after final determination of the validity thereof. Tenant shall

Indemnify City, the other Indemnified Parties and the Premises against any and all Losses arising out of such contest.

## 14. COMPLIANCE WITH LAWS

### 14.1 Compliance with Laws.

(a) **Tenant's Obligation to Comply.** Tenant shall perform its obligations under any annual Management Plan and conduct its use and operation of the Premises in strict compliance at all times with all present or future Laws, whether foreseen or unforeseen, ordinary as well as extraordinary, including, without limitation, all Laws relating to health and safety and disabled accessibility including, without limitation, the Americans with Disabilities Act, 42 U.S.C. §§ 12101, *et seq.*, and Title 24 of the California Code of Regulations, all Laws relating to seismic repair, reinforcement or retrofitting, and all Environmental Laws, including, without limitation, all Laws with respect to asbestos and underground or above-ground storage tanks containing Hazardous Materials.

### 14.2 Regulatory Approvals.

(a) **Responsible Party.** Tenant understands and agrees that Tenant's use and operation of the Premises under any annual Management Plan may require authorizations, approvals or permits from governmental regulatory agencies with jurisdiction over the Premises. Tenant shall not seek any Regulatory Approval without first obtaining the written consent of the Director.

(b) **City Acting as Owner of Real Property.** Tenant further understands and agrees that City, acting by and through the Commission is entering into this Lease in its capacity as a property owner with a proprietary interest in the Premises and not as a regulatory agency with police powers. Nothing in this Lease shall limit in any way Tenant's obligation to obtain any required approvals from City departments, boards or commissions having jurisdiction over the Premises. By entering into this Lease, City is in no way modifying or limiting Tenant's obligation to cause the Premises or any permitted Improvements to be used and occupied in accordance with all applicable Laws, as provided further above.

**14.3 Compliance with Insurance.** Tenant shall not do anything, or permit anything to be done, in or about the Premises or any Improvements permitted hereunder that would create any unusual fire risk. Tenant shall faithfully observe, at its expense, any and all requirements of any policies of public liability, fire or other policies of insurance at any time in force with respect to the Premises and any Improvements as required hereunder.

## 15. FINANCING; ENCUMBRANCES; SUBORDINATION

**15.1 No Encumbrances by Tenant.** Tenant shall not under any circumstances whatsoever Encumber in any manner the Premises, the Park Facilities, City's fee estate in the Premises or any adjoining property, City's interest under this Lease, Tenant's leasehold interest under this Lease, or any portion thereof.

(a) **Restrictions on Financing.** Without limiting the foregoing, Tenant shall not:

(i) engage in any financing or other transactions creating any mortgage, deed of trust or similar security interest upon Tenant's leasehold estate in the Premises or Tenant's interest in the Improvements under this Lease without obtaining the prior written consent of the City's Board of Supervisors, in its sole and absolute discretion; or

(ii) place or suffer to be placed upon Tenant's leasehold estate in the Premises or interest in the Improvements hereunder any lien or other encumbrances without obtaining the City's prior written consent, in its sole and absolute discretion; provided however any mechanics' liens shall be governed by Section 13.2 above.

(b) **No Subordination of Fee Interest.** Under no circumstance whatsoever shall Tenant place or suffer to be placed any lien or encumbrance on City's fee interest in the Premises or any other real property of City in connection with any financing permitted hereunder, or otherwise. City shall not subordinate its interest in Premises, nor its right to receive any rent, if applicable, to any Encumbrancer of Tenant.

(c) **No Amendment.** Under no circumstance shall City have any obligation to amend this Lease in connection with (i) Tenant's issuance of the Bonds or any refunding thereof, or (ii) any other indebtedness of Tenant now or hereafter arising.

(d) **Violation of Covenant.** Any Encumbrance by Tenant shall be deemed to be a violation of this covenant on the date of its execution or filing of record regardless of whether or when it is foreclosed or otherwise enforced.

## 16. DAMAGE OR DESTRUCTION

**16.1 General.** If at any time during the Term any Damage or destruction occurs to all or any portion of the Premises, including the Improvements thereon, the rights and obligations of the Parties shall be governed by Sections 1932(2) and 1933(4) of the California Civil Code, as such sections may from time to time be amended, replaced, or restated, and any other applicable Law.

**16.2 Destruction Due to Risk Covered by Insurance.** If during the Term of this Lease, there is any Damage to or destruction of the Premises, including the Improvements thereon from a risk required to be covered by the insurance described in this Lease, rendering the Premises totally or partially inaccessible or unusable, Tenant shall apply the proceeds of such insurance as instructed in writing by the Commission, except to the extent otherwise provided for in the Bond Documents. Such destruction, in and of itself, shall not terminate this Lease.

**16.3 Destruction Due to Risk Not Covered by Insurance.** If during the Term of this Lease, there is any Damage to or destruction of the Premises, including the Improvements thereon from a risk not required to be covered by the insurance described in this Lease, rendering the Premises totally or partially inaccessible or unusable, Tenant shall, to the extent feasible, continue to operate the Premises in substantially the same manner as they were being operated immediately before destruction; provided, however, in the event of Major Damage (as defined below) either party may elect to terminate this Lease by providing to the other party written notice thereof within sixty (60) days of the date of such Major Damage: As used herein, the term "Major Damage" means Damage to or destruction of greater than twenty-five percent (25%) of the usable square footage of the Premises or Improvements.

## 17. ASSIGNMENT AND SUBLetting

**17.1 Restriction on Assignment and Subletting.** Tenants, its successors and any permitted assigns shall not directly or indirectly (including, without limitation, by merger, acquisition or other transfer of any controlling interest in Tenant), voluntarily or by operation of Law, sell, assign, encumber, pledge or otherwise transfer any part of its interest in or rights with respect to the Premises, any Improvements or its leasehold estate hereunder (collectively "Assignment"), or permit any portion of the Premises or any Improvements to be occupied by anyone other than itself (except pursuant to third party contracts or subcontracts entered into by Tenant in the ordinary course of business using sound business judgment, for the performance of

Tenant's obligations and/or duties under any annual Management Plan), or sublet or license any portion of the Premises or any permitted Improvements thereon (collectively, "Sublease"), or cause or permit any other Transfer, including a Significant Change, without (a) the prior written consent of the Director in each instance, which the Director may withhold in his or her sole and absolute discretion, and (b) the prior written consent of the Commission in the case of a proposed Assignment, Sublease or Transfer of the Tenant's entire interest under this Lease. Neither this Lease nor any interest therein nor any estate created thereby shall pass by operation of law or otherwise to any trustee, custodian or receiver in bankruptcy of Tenant or any assignee for the assignment of the benefit of creditors of Tenant. City has entered into this Lease with Tenant in reliance on Tenant's identity and the special skills of Tenant in its ability to conduct the Uses and perform the obligations hereunder, and the foregoing prohibition on Assignment and Subletting is expressly agreed to by Tenant as an inducement to City to enter into this Lease.

**17.2 Notice of Proposed Transfer.** If Tenant desires to enter into a Transfer, then it shall give written notice (a "Notice of Proposed Transfer") to the Director of its intention to do so. The Notice of Proposed Transfer shall identify the Transferee and state the terms and conditions under which Tenant is willing to enter into such proposed Transfer, including a draft copy of the proposed Assignment of Sublease agreement or, in the event of a Significant Change, documentation related to such Significant Change. Tenant shall provide the Director with all documentation then available related to the proposed Transfer (with copies of final executed documentation to be supplied on or before the effective date thereof), sufficient information to permit the Director to determine the identity and character of the proposed Transferee, financial statements for the proposed Transferee and such additional information regarding the proposed Transfer as the Director may reasonably request.

**17.3 Conditions.** Any Transfer is further subject to the satisfaction of the following conditions precedent:

(a) **Assumption of Tenant's Obligations.** Any proposed Transferee, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of City, must expressly assume all of the obligations of Tenant under this Lease (including, without limitation, the covenants contained in Section 9.1 [Tenant's Operation, Maintenance and Repair Obligations] hereof) and any other agreements or documents entered into by and between City and Tenant relating to the Project, and must agree to be subject to all of the conditions and restrictions to which Tenant is subject;

(b) **Acceptable Transferee.** The proposed Transferee has demonstrated to Director's reasonable satisfaction (i) that it will use the Premises in the same manner as Tenant under this Lease and has or will obtain all permits, licenses and approvals necessary to operate the Premises lawfully; (ii) that it will not materially adversely affect implementation of Project in accordance with the terms of this Lease; (iii) that it has at least substantially the same amount of experience and qualifications related to implementation of the Project; and (iv) that it is reputable and capable, financially and otherwise, of performing each of Tenant's obligations under this Lease and any other documents to be assigned; and

(c) **Approval of Transfer Documents.** The Director shall have approved, in his or her sole discretion, the form and content of all instruments and other legal documents involved in effecting the Transfer (the "Transfer Documents"), and executed copies of all such Transfer Documents shall have been delivered to the Director.

**17.4 Effect of Transfer.** No Transfer by Tenant nor any consent by the Director, the City or the Commission shall relieve Tenant, of any obligation to be performed by Tenant under this Lease. Any Transfer that is not in compliance with this Article shall be void and, at the Commission's option, shall constitute a material Event of Default by Tenant under this Lease. The acceptance of any rent or other payments by or on behalf of City from a proposed Transferee

shall not constitute consent to such Transfer by City or a recognition of any Transferee, or a waiver by City of any failure of Tenant or other transferor to comply with this Article.

**17.5 Indemnity for Relocation Benefits.** Tenant shall cause any Transferee to expressly waive entitlement to any and all relocation assistance and benefits in connection with this Lease. Tenant shall Indemnify City and the other Indemnified Parties for any and all Losses arising out of any relocation assistance or benefits payable to any Transferee.

## **18. DEFAULT; REMEDIES**

**18.1 Events of Default.** Any of the following shall constitute an event of default ("Event of Default") hereunder:

### **(a) Tenant Defaults.**

(i) Any failure by Tenant to perform or comply with any covenant, condition or representation made under this Lease, including any failure to perform in accordance with any annual Management Plan, provided Tenant shall have a period of forty-five (45) days from the date of written notice of such failure from City within which to cure such default under this Lease, or, if such default is not capable of cure within such forty-five (45)-day period, Tenant shall have a reasonable period to complete such cure if Tenant promptly undertakes action to cure such default within such forty-five (45)-day period and thereafter diligently prosecutes the same to completion;

(ii) Tenant permits or suffers a Transfer of this Lease or any interest therein to occur in violation of this Lease, or sublets all or any portion of the Premises or Improvements in violation of this Lease, provided Tenant shall have a period of thirty (30) days from the date of written notice from City within which to cure any default hereunder; or

(iii) The appointment of a receiver to take possession of all or substantially all of the assets of Tenant, or an assignment by Tenant for the benefit of creditors, or any action taken or suffered by Tenant under any insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute, whether now existing or hereafter amended or enacted, if any such receiver, assignment or action is not released, discharged, dismissed or vacated within ninety (90) days.

(iv) The exercise by the Trustee of any of its remedies under the Indenture or any other documents evidencing or securing the Bonds issued by the Tenant shall constitute an Event of Default under this Lease, provided Tenant shall have such period(s) of time as may be provided in the Bond Documents within which to cure such default under the Bond Documents and this Lease.

(v) Any failure to maintain any insurance required to be maintained by Tenant under this Lease.

(vi) Tenant engaging in or allowing any use not permitted hereunder or engaging in any activity prohibited by Section 8.3 or any other provision in this Lease, and such activity continues without cure for more than fifteen (15) days after written notice from City specifying the nature of such violation or failure, or if such cure cannot reasonably be completed within such fifteen (15) day period, if Tenant does not commence such cure within such fifteen (15) day period, or having so commenced, does not prosecute such cure with diligence and dispatch to completion.

(b) **City Defaults.**

(i) Any failure by City to perform or comply with any covenant, condition or representation made under this Lease, provided City shall have a period of forty-five (45) days from the date of written notice of such failure from Tenant within which to cure such default under this Lease, or, if such default is not capable of cure within such forty-five (45)-day period, City shall have a reasonable period to complete such cure if City promptly undertakes action to cure such default within such forty-five (45)-day period and thereafter diligently prosecutes the same to completion.

**18.2 Remedies.** Upon the occurrence and during the continuance of an Event of Default beyond any applicable cure period, the non-defaulting party shall have the following rights and remedies:

(a) **City Remedies.**

(i) Subject to the rights of the Credit Provider and the Liquidity Provider (as defined in Appendix A attached hereto) pursuant to Sections 18.2(a)(iii)-(iv) below, the rights to terminate this Lease, upon written notice provided to Tenant, in which event Tenant shall immediately surrender possession of the Premises and pay to City all amounts held in any accounts established by this Lease, all other amounts constituting General Admission Revenues or Non-General Admission Revenues, and other amounts due or payable by Tenant under this Lease to the date of such termination.

(ii) In addition to the other remedies provided in this Lease, City shall be entitled at any time after an Event of Default or threatened Default by Tenant to seek injunctive relief or an order for specific performance, where appropriate to the circumstances of such Default. In addition, after the occurrence of any Event of Default, City shall be entitled to collect damages or to seek any other equitable relief which may be appropriate to the circumstances of such Event of Default where such relief does not impose personal liability on Tenant or its Agents.

(iii) City shall give a copy of each notice City gives to Tenant from time to time of the occurrence of a default or Event of Default, to any Credit Provider and Liquidity Provider that has given to City written notice certifying that such Credit Provider or Liquidity Provider has insured the repayment of the Bonds for the benefit of the holders of the Bonds and requesting that copies of any and all notices of default under the Lease to Tenant by City be sent to a specified address of said Credit Provider or Liquidity Provider. Copies of such notice shall be given to such Credit Provider and Liquidity Provider at the same time as notices are given to Tenant by City, addressed to such Credit Provider and Liquidity Provider (as applicable) at the address last furnished to City. City's delay or failure to give such notice to a Credit Provider or Liquidity Provider shall not be deemed to constitute a default by City under this Lease, but such delay or failure shall extend for the number of days until such notice is given, the time allowed to the Credit Provider or Liquidity Provider for cure.

(iv) In the case of any notice of default given by City to Tenant and any Credit Provider or Liquidity Provider in accordance with Section 18.2(a)(iii) above, the Credit Provider and the Liquidity Provider shall have the right (but no obligation) for a period of thirty (30) days after the expiration of the Tenant's cure period under this Lease to remedy or cause to be remedied a default or Event of Default by Tenant, and City shall accept such performance by or at the instance of the Credit Provider and the Liquidity Provider as if the same had been made by Tenant; provided however, if the Credit Provider and the Liquidity Provider does not remedy the Event of Default by Tenant within such time period, City immediately may proceed to exercise its remedies under the Lease.

(b) **Tenant Remedies.**

(i) The right to terminate this Lease, upon written notice provided to City, in which event Tenant shall immediately surrender possession of the Premises and pay to City all amounts held in any accounts established by this Lease, all other amounts constituting General Admission Revenues or Non-General Admission Revenues, and other amounts payable by Tenant under this Lease to the date of such termination.

(ii) In addition to the other remedies provided in this Lease, Tenant shall be entitled at any time after an Event of Default by City to seek injunctive relief or an order for specific performance, where appropriate to the circumstances of such Default. In addition, after the occurrence of any Event of Default by City, Tenant shall be entitled to any other equitable relief where appropriate and where such relief does not impose personal liability on City or its Agents; provided, however, (1) in no event shall Tenant be entitled to recover or obtain from City or its Agents any damages (including, without limitation, any consequential, incidental, punitive or other damages directly or proximately arising out of a default by City hereunder) or Losses other than Tenant's actual damages incurred as a result of a City Default, (2) Tenant agrees that, notwithstanding anything to the contrary herein or pursuant to any applicable Laws, Tenant's remedies hereunder shall constitute Tenant's sole and absolute right and remedy for a Default by City hereunder, and (3) Tenant shall have no remedy of self-help.

**18.3 City's Right to Cure Tenant's Defaults.** If an Event of Default by Tenant occurs, then City, in the discretion of the Director, may at any time thereafter with three (3) days prior oral or written notice (except in the event of an emergency as determined by City), remedy such Event of Default for Tenant's account and at Tenant's expense. Tenant shall pay to City, promptly upon demand, all sums expended by City, or other costs, damages, expenses or liabilities incurred by City, including, without limitation, reasonable Attorneys' Fees and Costs, in remediating or attempting to remedy such Event of Default. Tenant's obligations to repay sums paid by City under this Section shall survive the termination of this Lease. Nothing herein shall imply any duty of City to do any act that Tenant is obligated to perform under any provision of this Lease, and City's cure or attempted cure of Tenant's Event of Default shall not constitute a waiver of Tenant's Event of Default or any rights or remedies of City on account of such Event of Default.

**19. WAIVER OF CLAIMS**

**19.1 Waiver of Claims.** Tenant covenants and agrees that City shall not be responsible for or liable to Tenant or any of its Agents for, and, to the fullest extent allowed by Law, Tenant hereby waives all rights against City and its Agents and releases City and its Agents from, any and all Losses, including, but not limited to, indirect, special, incidental and consequential damages, (including, without limitation damages for loss of use of facilities or equipment, loss of revenues, loss of profits or loss of goodwill) relating to any injury, accident or death of any person or loss or damage to any property, in or about the Premises or any other City property, from any cause whatsoever, including, without limitation, all claims arising from the joint or concurrent negligence of City or its Agents. Notwithstanding the foregoing, nothing herein shall relieve City from Losses caused directly by the gross negligence or willful misconduct of City or its Agents, but City shall not be liable under any circumstances for any consequential, incidental or punitive damages. Without limiting the foregoing:

(a) Tenant expressly acknowledges and agrees that the amount payable by Tenant hereunder does not take into account any potential liability of City for any consequential, incidental or punitive damages including, but not limited to, lost profits and arising out of disruption to the Improvements or Tenant's uses hereunder. City would not be willing to enter into this Lease in the absence of a complete waiver of liability for consequential, incidental or punitive damages due to the acts or omissions of City or its Agents, and Tenant expressly

assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligations of Tenant or other waivers contained in this Lease and as a material part of the consideration for this Lease, Tenant fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against City for consequential, incidental and punitive damages (including, without limitation, lost profits) and covenants not to sue for such damages, City, the Commission, their respective departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, arising out of this Lease or the uses authorized hereunder, including, without limitation, any interference with uses conducted by Tenant pursuant to this Lease regardless of the cause, and whether or not due to the negligence or gross negligence of City or its Agents.

(b) In connection with the foregoing releases set forth in this Section 19.1, Tenant 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.

Tenant's Initials: PWSR

Tenant acknowledges that the releases contained herein includes all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Tenant realizes and acknowledges that it has agreed upon this Lease 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 Lease.

## 20. INSURANCE

**20.1 Tenant's Insurance.** Tenant shall maintain or cause to be maintained throughout the Term of this Lease, insurance in the following amounts and coverages:

(a) Property insurance for the Premises and the permitted Improvements, on an all-risk form, in an amount not less than the par amount of the bonds plus the deductible, with any deductible not to exceed One Million Dollars (\$1,000,000) each occurrence. Such insurance shall include Tenant and City as named insureds as their respective interests may appear.

(b) Boiler and Machinery insurance, comprehensive form, covering damage to or loss or destruction of pressure vessels, heating and air conditioning systems, electrical apparatus and similar property in an amount not less than the par amount of the bonds plus the deductible, including Tenant and City as named insureds as their respective interests may appear, with any deductible not to exceed One Million Dollars (\$1,000,000) each accident.

(c) Commercial general liability insurance with limits not less than Five Million Dollars (\$5,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Broadform Property Damage, Explosion, Collapse and Underground (XCU), Independent Contractors, Personal Injury, Products and Completed Operations occurring upon the Premises (including the Improvements), and operations incidental or necessary thereto.

(d) At all times during any period of Subsequent Construction, Comprehensive Builder's Risk insurance, on an all-risk form, for one hundred percent (100%) of the completed value of any Improvements, Alterations or other new construction, including materials in transit and storage off-site, in the event that such construction is beyond the scope of coverage in the property policy for remodeling or renovation. Such policy shall include as named insureds Tenant, City, any contractor in connection with such construction and subcontractors of all tiers, with any deductible not to exceed One Million Dollars (\$1,000,000) each occurrence. Tenant may require its contractor or consultant to maintain the coverage required hereunder.

(e) Workers' compensation insurance in statutory amounts with Employer's Liability coverage limits of not less than One Million Dollars (\$1,000,000) each accident.

(f) Comprehensive or Business Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(g) Such other risks in such amounts as City's Risk Manager may reasonably require.

**20.2 General Requirements.** All insurance provided for under this Lease shall be effected under valid enforceable policies issued by insurers of recognized responsibility and reasonably approved by the Commission.

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

(b) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.

(c) All General Liability and Automobile Liability Insurance policies shall be endorsed to provide the following:

(i) Name Tenant as the insured and the City and County of San Francisco, its officers, agents and employees, as additional insureds, as their respective interests may appear hereunder.

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

(d) Upon Tenant's request and subject to the prior written consent of the Director and the City's Risk Manager, in their respective sole and absolute discretion, insurance coverage required to be maintained by Tenant under Sections 20.1(a) and 20.1(b) of this Lease

may be maintained, at the Tenant's sole cost and expense, as part of or in conjunction with any other insurance coverage carried by the City, subject to such coverages being commercially available. In such event, the insurance policies shall name the City and County of San Francisco, its officers, agents and employees as the insured and the Tenant as an additional insured/loss payee. Tenant covenants to pay in full its share of any costs or expenses related to obtaining and/or maintaining such insurance coverage at least ten (10) days in advance of the date any such payments are due. All other insurance coverage required to be maintained by the Tenant under Section 20.1 shall be maintained separately by the Tenant, at Tenant's sole cost and expense.

**20.3 Proof of Insurance.** Tenant shall deliver to the Director and City's Risk Manager certificates of insurance and copies of additional insured policy endorsements in form and with insurers satisfactory to the Director and City's Risk Manager, evidencing the coverages required hereunder, on or before the Commencement Date, together with complete copies of the policies promptly upon City's request, and Tenant shall provide the Director and City's Risk Manager with certificates or policies thereafter at least thirty (30) days before the expiration dates of expiring policies. In the event Tenant shall fail to procure such insurance, or to deliver such policies or certificates, the Director may, at his or her option, procure the same for the account of Tenant, and the costs thereof shall be paid to the Commission within five (5) days after delivery to Tenant of bills therefor.

**20.4 Review of Insurance Requirements.** Tenant and City, including without limitation, the City's Risk Manager, 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 amount or coverage materially greater than the amount or coverage then being carried by Tenant with respect to risks comparable to those associated with the Premises, then, at the Director's and/or City's Risk Manager's option, Tenant shall increase at its sole cost the amounts or coverages carried by Tenant conform to such general commercial practice. Notwithstanding the foregoing, Tenant shall not be required to carry insurance under this Lease that Tenant is not otherwise required to carry under the Bond Documents.

**20.5 Lapse of Insurance.** Notwithstanding anything to the contrary in this Lease, this Lease shall terminate immediately, at the Commission's election, made in its sole and absolute discretion by delivery of written notice to Tenant, upon the lapse of any required insurance coverage, unless Tenant reinstates the required insurance coverage within ten (10) days after the Commission's notice to Tenant and no event shall have occurred which gives rise to any claim related to this Lease.

**20.6 Tenant's Personal Property.** Tenant shall be responsible, at its expense, for separately insuring Tenant's Personal Property.

**20.7 City's Insurance.** Tenant acknowledges that City self-insures against casualty, property damage and public liability risks and agrees City shall not be required to carry any third party insurance with respect to the Premises or otherwise, except for fine arts insurance to be maintained by the City during the Term of the Lease for the permanent art collection and objects on loan to the Museum.

**20.8 Waiver of Subrogation.** Notwithstanding anything to the contrary contained herein, to the extent permitted by their respective policies of insurance, City and Tenant each hereby waive any right of recovery against the other party and against any other party maintaining a policy of insurance covering the Premises or other City property and their contents, or any portion thereof, for any loss or damage maintained by such other party with respect to the Premises, other City Property or any portion thereof or the contents of the same or any operation therein, whether or not such loss is caused by the fault or negligence of such other party. If any policy of insurance relating to the Premises or other City property carried by

Tenant does not permit the foregoing waiver or if the coverage under any such policy would be invalidated due to such waiver, Tenant shall obtain, if possible, from the insurer under such policy a waiver of all rights of subrogation the insurer might have against City or any other party maintaining a policy of insurance covering the same loss, in connection with any claim, loss or damage covered by such policy.

**20.9 Contractors' Insurance.** Tenant shall provide evidence acceptable to the Director that any contractor engaged by Tenant to perform work on the Premises maintains insurance in amounts, on policies of coverage and offered by companies satisfactory to the Commission, including, but not limited to, Workers' Compensation Insurance (including Employers' Liability Insurance) and insurance against liability for injury to persons and property arising out of all such contractor's operations, and the use of owned, non-owned or hired automotive equipment in all such operations, and all such policies shall name City and its Agents as additional insureds.

## 21. ACCESS BY CITY

### 21.1 Access to Premises by City.

(a) **Access to Perform City's Obligations and Exercise City's Rights**  
**Hereunder.** City reserves for itself and its designated Agents, the right to enter the Premises and any portion thereof at all reasonable times with no notice whatsoever to perform any obligations and to exercise any rights of City under applicable Law or under this Lease.

(b) **General Access.** City reserves for itself and its designated Agents, the right to enter the Premises and any portion thereof at all times for any purpose.

**21.2 Park Facilities.** Without limiting Section 21.1 [Access to Premises by City] above, City shall have the right at all times, to enter upon the Premises upon forty-eight (48) hours' advance written or oral notice (except in cases of emergency as determined by City, in which cases no notice shall be required), to use, install, construct, repair, maintain, operate, replace, inspect, and remove the Park Facilities, including, without limitation, any public utility facilities. City shall bear the expense of any such activities, unless and to the extent the need is caused by the acts, omissions or negligence of Tenant or its Agents. City shall use its reasonable good faith efforts to conduct any activities on the Premises allowed under this Section in a manner that, to the extent practicable, will minimize any disruption to Tenant's use hereunder.

## 22. ESTOPPEL CERTIFICATES

Either Party hereto shall, from time to time during the Term upon not less than twenty (20) days' prior written notice from the other Party, execute, acknowledge and deliver to the other Party, or such persons or entities designated by such other Party, a statement in writing certifying: (a) the Commencement Date and Expiration Date of this Lease, (b) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications), (c) that there are no defaults under this Lease (or if so, specifying the same), (d) the dates, if any, to which any rent has been paid, and (e) any other information that may be reasonably required by any such persons or entities. Any such certificate delivered pursuant to the provisions hereof may be relied upon by the other Party or any prospective creditor, purchaser or Encumbrancer of its estate. The Director shall be authorized to execute, acknowledge and deliver any such certificate on behalf of City.

## 23. APPROVALS BY CITY

**23.1 Approvals by City.** Except as otherwise set forth in this Lease, any consent or approval required by the City or the Commission, must be given or exercised by the Director in his or her discretion. The Director or his or her designee, is authorized to execute on behalf of City any closing or similar documents if the Director determines, after consultation with, and approval as to form by, the City Attorney, that the document is necessary or proper and in City's best interests. The Director's signature of any such documents shall conclusively evidence such a determination by him or her. Wherever this Lease requires or permits the giving by the Commission or the Director of its consent or approval, or whenever an amendment, waiver, notice, or other instrument or document is to be executed by or on behalf of the Commission or the Director, the Director, or his or her designee, shall be authorized to execute such instrument on behalf of the Commission, except as otherwise expressly provided by this Lease or applicable Law, including the City's Charter.

## 24. RESERVED

## 25. SURRENDER

**25.1 Surrender of the Premises.** Upon the Expiration Date or any earlier termination of this Lease, Tenant shall, at its sole cost, remove any and all of Tenant's Personal Property from the Premises; provided, however, the Commission may, at its sole option, elect to permit Tenant to leave such Alterations, Improvements or Tenant's Personal Property on the Premises. In addition, Tenant shall, at its sole expense, repair any damage to the Premises resulting from the removal of any such items. Tenant's obligations under this Section shall survive the Expiration Date or other termination of this Lease. Any items of Tenant's Personal Property remaining on or about the Premises after the Expiration Date of this Lease may, at the Commission's option, be deemed abandoned and in such case City may dispose of such property in accordance with Section 1980, *et seq.*, of the California Civil Code or in any other manner allowed by Law.

**25.2 Automatic Reversion.** Upon the Expiration Date or earlier termination of this Lease, the Premises, and any Alterations, Improvements or Tenant's Personal Property which City permits Tenant to leave on the Premises, shall automatically, and without further act or conveyance on the part of Tenant or City, become the property of City, free and clear of all liens and Encumbrances, and without payment therefor by City and shall be surrendered to City upon such date. Upon or at any time after the date of termination of this Lease, if requested by City, Tenant shall promptly deliver to City, without charge, a quitclaim deed to the Premises suitable for recordation and any other instrument reasonably requested by City to evidence or otherwise effect the termination of Tenant's leasehold estate hereunder and to effect such transfer or vesting of title to the Premises and any permitted Improvements or Alterations or Tenant's Personal Property.

**25.3 Termination Without Further Notice.** This Lease shall terminate without further notice on the Expiration Date.

## 26. HOLDOVER

**26.1 Holding Over.** Any holding over by Tenant after the expiration or termination of this Lease shall not constitute a renewal hereof or give Tenant any rights hereunder or in the Premises, except with the written consent of City. In any such event, at City's option, Tenant shall be (a) a tenant at sufferance, or (b) a month-to-month tenant, with such tenancy terminable by either Party upon thirty (30) days' prior written notice. Such tenancy shall be on the terms and conditions herein specified so far as applicable (except for those pertaining to the Term). Any holding over without City's consent shall constitute an Event of Default by Tenant and

entitle City to exercise any or all of its remedies as provided herein, notwithstanding that City may elect to accept one or more payments by Tenant hereunder, and whether or not such amounts are at a holdover rate or the rate in effect at the end of the Term of the Lease.

## 27. HAZARDOUS MATERIALS

### 27.1 Hazardous Materials Compliance.

(a) **Compliance with Laws.** Tenant covenants and agrees that neither Tenant nor any of its Agents or Invitees shall cause or permit any Hazardous Material to be brought upon, kept, used, stored, generated or disposed of in, on or about the Premises or any Improvements or transported to or from the Premises or any Improvements, provided that Tenant may store and use such substances in the Premises and any Improvements in such limited amounts as are customarily used for general office purposes (such as copy toner and supplies), art conservation laboratory treatments and purposes (so long as such substances and quantities are in each instance specifically approved in writing by the Director), maintenance purposes, and for janitorial purposes; and further provided that such storage and use permitted hereunder shall be at all times in full compliance with all applicable Environmental Laws.

(b) **Notice.** Tenant shall immediately notify City if and when Tenant learns or has reason to believe there has been any Release of Hazardous Materials in, on or about the Premises or any Improvements. Each Party may from time to time request (but no more than four (4) times per year) that the other Party provide information adequate for the requesting Party to determine that any Hazardous Materials permitted hereunder is being handled in compliance with all applicable Environmental Laws, and the Party receiving such a request shall promptly provide all such information. In addition, each Party shall provide the other Party with copies of all communications with federal, state and local governments or agencies relating to Hazardous Materials Laws (other than privileged communications, so long as any non-disclosure of such privileged communication does not otherwise result in any non-compliance with such Party with the terms and provisions of this Section 27) and all communication with any Person relating to Hazardous Materials Claims (other than privileged communications). Without limiting Section 21 [Access by City] hereof, City and its Agents shall have the right to inspect the Premises for Hazardous Materials and compliance with the provisions hereof at all reasonable times upon at least forty-eight (48) hours' advance written notice to Tenant (except in the event of an emergency).

27.2 **City's Approval of Remediation.** Except as required by Law or to respond to an emergency, Tenant shall not undertake any Remediation in response to the presence, handling, transportation or Release of any Hazardous Materials on, under or about the Premises unless Tenant shall have first submitted to the Commission for the City's approval, which approval shall not be unreasonably withheld or delayed, a written Hazardous Materials Remediation plan and the name of the proposed contractor which will perform the work. The Commission shall approve or disapprove of such Hazardous Materials Remediation plan and the proposed contractor promptly, but in any event within thirty (30) days after receipt thereof. If the Commission disapproves of any such Hazardous Materials Remediation plan, the Commission shall specify in writing the reasons for its disapproval. Any such Remediation undertaken by Tenant shall be done in a manner so as to minimize any impairment to the Premises. In the event Tenant undertakes any Remediation with respect to any Hazardous Materials on, under or about the Premises, Tenant shall conduct and complete such Remediation (a) in compliance with all applicable Hazardous Materials Laws, (b) to the reasonable satisfaction of the Commission, and (c) in accordance with the orders and directives of all federal, state and local governmental authorities, including, but not limited to, the Regional Water Quality Control Board and the San Francisco Department of Public Health.

## 28. REPRESENTATIONS AND WARRANTIES

**28.1 Representations and Warranties of Tenant.** Tenant represents and warrants as follows, as of the date hereof and as of the Commencement Date:

(a) **Valid Existence; Good Standing.** Tenant is a nonprofit public benefit corporation duly organized and validly existing under the Laws of the State of California. Tenant has all requisite power and authority to own its property and conduct its business as presently conducted. Tenant has made all filings and is in good standing in the State of California.

(b) **Authority.** Tenant has all requisite power and authority to execute and deliver this Lease and the agreements contemplated by this Lease and to carry out and perform all of the terms and covenants of this Lease and any other agreements contemplated by this Lease.

(c) **No Limitation on Ability to Perform.** Neither Tenant's articles of incorporation or bylaws, nor any other agreement or Law in any way prohibits, limits or otherwise affects the right or power of Tenant to enter into and perform all of the terms and covenants of this Lease. Neither Tenant nor any of its members are party to or bound by any contract, agreement, indenture, trust agreement, note, obligation or other instrument which could prohibit, limit or otherwise affect the same. No consent, authorization or approval of, or other action by, and no notice to or filing with, any governmental authority, regulatory body or any other Person is required for the due execution, delivery and performance by the Tenant of this Lease or any of the terms and covenants contained in this Lease. There are no pending or threatened, to Tenant's knowledge, suits or proceedings or undischarged judgments affecting Tenant or any of its members before any court, governmental agency, or arbitrator which might materially adversely affect the enforceability of this Lease or the business, operations, assets or condition of the Tenant or any of its members.

(d) **Valid Execution.** The execution and delivery of this Lease and the agreements contemplated hereby by the Tenant have been duly and validly authorized by all necessary action. This Lease will be a legal, valid and binding obligation of the Tenant, enforceable against Tenant in accordance with its terms. Tenant has provided to City a written resolution of Tenant authorizing the execution of this Lease and the agreements contemplated by this Lease.

(e) **Defaults.** The execution, delivery and performance of this Lease (i) do not and will not violate or result in a violation of, contravene or conflict with, or constitute a default under (1) any agreement, document or instrument to which Tenant or any member is a party or by which Tenant's or any member's assets may be bound or affected, (2) to Tenant's knowledge, any Law, statute, ordinance, regulation, or (3) the articles of incorporation or the bylaws of the Tenant, and (ii) do not and will not result in the creation or imposition of any lien or other encumbrance upon the assets of Tenant or its members other than contemplated by this Lease.

(f) **Meeting Financial Obligations.** Tenant is generally meeting its current liabilities as they mature. Tenant has not filed a petition for relief under any chapter of the U.S. Bankruptcy Code and to Tenant's knowledge, no involuntary petition naming Tenant as debtor has been filed under any chapter of the U.S. Bankruptcy Code.

## 29. SPECIAL PROVISIONS

**29.1 Charter Provisions.** This Lease is governed by and subject to the provisions of the Charter of the City and County of San Francisco. Nothing contained in this Lease shall be

construed to amend, alter or modify any obligations of the Parties under the Charter or applicable law. In the event of any conflict between the terms of this Lease and the Charter, the terms of the Charter shall govern. The Lease shall not provide to the Tenant a contractual right or remedy to enforce the City's obligations under the Charter.

## 29.2 Non-Discrimination.

(a) **Covenant Not to Discriminate.** In the performance of this Lease, Tenant covenants and agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, weight, height 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 Tenant, in any of Tenant'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 Tenant.

(b) **Subleases and Other Subcontracts.** Tenant shall include in all Subleases and other subcontracts relating to the Premises a non-discrimination clause applicable to such subtenant or other subcontractor in substantially the form of subsection (a) above. In addition, Tenant shall incorporate by reference in all subleases and other subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subtenants and other subcontractors to comply with such provisions.

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

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

(e) **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by Parties contracting for the lease of City property are incorporated in this Section by reference and made a part of this Lease as though fully set forth herein. Tenant shall comply fully with and be bound by all of the provisions that apply to this Lease under such Chapters of the Administrative Code, including, but not limited, to the remedies provided in such Chapters. Without limiting the foregoing, Tenant 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 Lease may be assessed against Tenant and/or deducted from any payments due Tenant.

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

**29.4 Tropical Hardwood/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 or tropical hardwood product. Except as permitted by the application of Sections 12I.3.b and 12I.4.b of the San Francisco Administrative Code, Tenant shall not use any tropical hardwoods, tropical hardwood products, virgin redwood or virgin redwood wood product in the construction of the Project or any other Improvements on the Premises.

**29.5 Tobacco Product Advertising Prohibition.** Tenant acknowledges and agrees that no advertising of cigarettes or tobacco products shall be allowed on the Premises. The foregoing prohibition shall include 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 or on any sign. The foregoing prohibition shall 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.

**29.6 Waiver of Relocation Assistance Rights.** If Tenant holds over in possession of the Premises following the expiration of this Lease under Section 26 [Hold Over], Tenant shall not be entitled, during the period of any such holdover, to rights, benefits or privileges under the California Relocation Assistance Law, California Government Code Section 7260, et seq., or the Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. Section 4601, et seq., or under any similar law, statute or ordinance now or hereafter in effect, relating to condemnation, and Tenant hereby waives any entitlement to any such rights, benefits and privileges with respect to any such holdover period.

**29.7 Employee Signature Authorization Ordinance.** City has adopted an Employee Signature Authorization Ordinance (San Francisco Administrative Code Sections 23.31-23.35). That ordinance requires employers of employees in hotel or restaurant projects on City property with more than fifty (50) employees to be represented by a labor union to act as their exclusive bargaining representative. Tenant acknowledges and agrees that Tenant and Tenant's subtenants will comply with the requirements of such Ordinance to the extent applicable to Tenant's operations on the Premises.

**29.8 Conflicts of Interest.** Tenant 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. Tenant further certifies that it has made a complete disclosure to the City of all facts bearing on any possible interests, direct or indirect, which Tenant believes any officer or employee of the City presently has or will have in this Lease or in the performance thereof or in any portion of the profits thereof. Willful and knowing failure by Tenant to make such disclosure, if any, shall constitute grounds for the City's termination and cancellation of this Lease.

**29.9 Resource-Efficient Building Ordinance.** Tenant acknowledges that the City and County of San Francisco has enacted San Francisco Administrative Code Sections 82.1 to 82.8 relating to resource-efficient City buildings and resource-efficient pilot projects. Tenant hereby agrees it shall comply with the applicable provisions of such code sections as such sections may apply to the Premises.

**29.10 Pesticide Prohibition.** Tenant shall comply with the provisions of Section 39.9 of Chapter 39 of the San Francisco Administrative Code (the "Pesticide Ordinance") which (i) prohibit the use of certain pesticides on City property, (ii) require the posting of certain

notices and the maintenance of certain records regarding pesticide usage, and (iii) require Tenant to submit to the Commission an integrated pest management ("IPM") plan that (a) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Tenant may need to apply to the Premises during the terms of this Lease, (b) describes the steps Tenant will take to meet the City's IPM Policy described in Section 39.1 of the Pesticide Ordinance and, (c) identifies, by name, title, address and telephone number, an individual to act as the Tenant's primary IPM contact person with the City. In addition, Tenant shall comply with the requirements of Sections 39.4(a) and 39.4(b) of the Pesticide Ordinance.

Nothing herein shall prevent Tenant, through the Commission, from seeking a determination from the Board on the Environment that it is exempt from complying with certain portions of the Pesticide Ordinance as provided in Section 39.8 thereof.

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

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

**29.13 City's Obligations Subject to Controller's Certification of Funds.** The terms of this Lease shall be governed by and subject to the budgetary and fiscal provisions of the Charter of the City and County of San Francisco. Notwithstanding anything to the contrary contained herein, there shall be no obligation for expenditure of money by City under this Lease unless the Controller of the City and County of San Francisco first certifies, pursuant to Section 3.105 of the Charter of the City and County of San Francisco, that there is a valid appropriation from which the expenditure may be made and that unencumbered funds are available from the appropriation to pay the expenditure.

**29.14 Incorporation.** Each and every provision of the San Francisco Administrative Code described or referenced in this Lease is hereby incorporated by reference as though fully set forth herein. Failure of Tenant to comply with any provision of this Lease relating to any such code provision shall be governed by Section 18 [Default; Remedies] of this Lease, unless (i) such failure is otherwise specifically addressed in this Lease or (ii) such failure is specifically addressed by the applicable code section.

**29.15 Requiring Health Benefits for Covered Employees.** Unless exempt, Tenant agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q (Chapter 12Q), including the implementing regulations, as the same may be amended or updated from time to time. The provisions of Chapter 12Q are incorporated herein by reference and made a part of this Lease as though fully set forth herein. The text of the HCAO is currently available on the web at [www.ci.sf.ca.us\HCAO](http://www.ci.sf.ca.us\HCAO). Capitalized terms used in this Section and not defined in this Lease shall have the meanings assigned to such terms in Chapter 12Q.

(a) For each Covered Employee Appraiser shall provide the applicable health benefit set forth in Section 12Q.3 of the HCAO. If Tenant chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

(b) Notwithstanding the above, if Tenant meets the requirements of a "small business" as described in Section 12Q.3(d) of the HCAO, it shall have no obligation to comply with part (a) above.

(c) Tenant's failure to comply with the requirements of the HCAO shall constitute a material breach by Tenant of this Lease. If, within 30 days after receiving City's written notice of a breach of this Lease for violating the HCAO, Tenant fails to cure such breach or, if such breach cannot reasonably be cured within such 30-day period, Tenant fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the remedies set forth in Section 12Q.5(f)(1-5). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

(d) Any Contract regarding services to be performed on the Premises entered into by Tenant shall require the Contractor and Subcontractors, as applicable, to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Tenant shall notify the Purchasing Department when it enters into such a Contract or Subcontract and shall certify to the Purchasing Department that it has notified the Contractor or Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on the Contractor or Subcontractor through written agreement with such Contractor or Subcontractor. Tenant shall be responsible for ensuring compliance with the HCAO by each Contractor and Subcontractor performing services on the Premises. If any Contractor or Subcontractor fails to comply, City may pursue the remedies set forth in this Section against Tenant based on the Contractor's, or Subcontractor's failure to comply, provided that the Contracting Department has first provided Tenant with notice and an opportunity to cure the violation.

(e) Tenant shall not discharge, reprimand, penalize, reduce the compensation of, or otherwise discriminate against, any employee for notifying City of any issue relating to the HCAO, for opposing any practice proscribed by the HCAO, for participating in any proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

(f) Tenant represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the requirements of the HCAO.

(g) Tenant shall keep itself informed of the requirements of the HCAO, as they may change from time to time.

(h) Upon request, Tenant shall provide reports to City in accordance with any reporting standards promulgated by City under the HCAO, including reports on Contractors, and Subcontractors.

(i) Within five (5) business days after any request by City, Tenant shall provide City with access to pertinent records relating to any Tenant's compliance with the HCAO. In addition, City and its agents may conduct random audits of Tenant at any time during the term of this Lease. Tenant agrees to cooperate with City in connection with any such audit.

**29.16 Mitigation Measures.** To the extent related to the ongoing use and operation of the Premises, the Premises shall be operated in accordance with the Mitigation Measures attached to this Lease as Exhibit C.

**29.17 Taxpayer Notification of Limitations on Contributions.** San Francisco Campaign and Governmental Conduct Code (the "Conduct Code") Section 3.700 *et seq.*, and San Francisco Ethics Commission Regulations 3.710(a)-1 - 3.730-1, prohibit the public officials who approved this contract from receiving (1) gifts, honoraria, emoluments or pecuniary benefits of a value in excess of \$50; (2) any employment for compensation; (3) any campaign contributions for any elective office for a period of up to six years from individuals and entities who are "public benefit recipients" of the contract. Public benefit recipients of the contract are: (1) the individual, corporation, firm, partnership, association, or other person or entity that is a party to the contract; (2) an individual or entity that has a direct 10% equity, or direct 10% participation, or direct 10% revenue interest in that party at the time the public benefit is awarded; or (3) an individual who is a trustee, director, partner or officer of the contracting party at the time the public benefit is awarded.

Tenant understands that any public official who approved this Lease may not accept campaign contributions, gifts, or future employment from Tenant except as provided under the Conduct Code. Tenant agrees to notify any other individuals or entities that may be deemed "public benefit recipients" under the Conduct Code because of this Lease. Upon request, Tenant agrees to furnish, before this Lease is entered into, such information as any public official approving this contract may require in order to ensure such official's compliance with the Conduct Code. Upon request, the City agrees to provide, before this Lease is entered into, Tenant with a list of public officials who, under the Conduct Code, approved this Lease. Failure of any public official who approved this Lease to abide by the Conduct Code shall not constitute a breach by either the City or Tenant of this Lease. Notwithstanding anything to the contrary in this Lease, neither party shall have the right to terminate this Lease due to any failure by the other party to provide the information described in this paragraph.

## 30. GENERAL PROVISIONS

**30.1 Notices.** Except as otherwise expressly provided in this Lease, any notice given hereunder shall be effective only if in writing and given by delivering the notice in person, or by sending it certified mail with a return receipt requested or reliable commercial overnight courier, return receipt requested, with postage prepaid, to: (a) Tenant (i) at Tenant's address set forth in the Basic Lease Information, if sent prior to Tenant's taking possession of the Premises and (ii) at the Premises if sent on or subsequent to Tenant's taking possession of the Premises, or (iii) at any place where Tenant or any Agent of Tenant may be found if sent subsequent to Tenant's vacating, abandoning or surrendering the Premises; or (b) City at City's address set forth in the Basic Lease Information; or (c) to such other address as either City or Tenant may designate as its new address for such purpose by notice given to the other in accordance with the provisions of this Section at least ten (10) days prior to the effective date of such change. Any notice hereunder shall be deemed to have been given two (2) days after the date when it is mailed if sent by certified mail, one day after the date it is made if sent by commercial overnight courier, or upon the date personal delivery is made. For convenience of the Parties, copies of notices may also be given by facsimile to the telephone number set forth in the Basic Lease Information or such other number as may be provided from time to time; however, neither party may give official or binding notice by facsimile. The effective time of a notice shall not be affected by the receipt, prior to receipt of the original, of a facsimile copy of the notice.

**30.2 No Implied Waiver.** No failure by either Party hereto to insist upon the strict performance of any obligation of the other Party under this Lease or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues, no delivery or acceptance of any amounts due under this Lease during the

continuance of any such breach, and no acceptance of the keys to or possession of the Premises prior to the expiration of the Term by any Agent of City, shall constitute a waiver of such breach or of the applicable Party's right to demand strict compliance with such term, covenant or condition or operate as a surrender of this Lease. No express written waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of a default or the performance of any provision hereof shall not be deemed to be a waiver of a subsequent default or performance. The consent of either Party given in any instance under the terms of this Lease shall not relieve the other Party of any obligation to secure any other consent of the applicable Party in any other or future instance under the terms of this Lease.

**30.3 No Accord or Satisfaction.** No submission by Tenant or acceptance by City of any sums during the continuance of any failure by Tenant to perform its obligations hereunder shall waive any of City's rights or remedies hereunder or constitute an accord or satisfaction, whether or not City had knowledge of any such failure. No endorsement or statement on any check or remittance by or for Tenant or in any communication accompanying or relating to such payment shall operate as a compromise or accord or satisfaction unless the same is approved as such in writing by City. City may accept such check, remittance or payment and retain the proceeds thereof, without prejudice to its rights to recover the balance of any rent or other amounts under this Lease, due from Tenant and to pursue any right or remedy provided for or permitted under this Lease or in law or at equity. No payment by Tenant of any amount claimed by City to be due as any charge hereunder shall be deemed to waive any claim which Tenant may be entitled to assert with regard to the making of such payment or the amount thereof, and all such payments shall be without prejudice to any rights Tenant may have with respect thereto, whether or not such payment is identified as having been made "under protest" (or words of similar import).

**30.4 Amendments.** Neither this Lease nor any term or provisions hereof may be changed, waived, discharged or terminated, except by a written instrument signed by the Party waiving any right. Pursuant to the Reimbursement and Indemnification Agreement with the Credit Provider, the Parties acknowledge that an amendment by Tenant of the Lease requires written consent of the Credit Provider.

**30.5 Time of Performance.**

(a) **Expiration.** All performance dates (including cure dates) expire at 5:00 p.m., San Francisco, California time, on the performance or cure date.

(b) **Weekend or Holiday.** A performance date, which falls on a Saturday, Sunday or City holiday is deemed extended to the next working day.

(c) **Days for Performance.** All periods for performance or notices specified herein in terms of days shall be calendar days, and not business days, unless otherwise provided herein.

(d) **Time of the Essence.** Time is of the essence with respect to each provision of this Lease, including, but not limited to, the provisions for the exercise of any option on the part of Tenant hereunder and the provisions for the payment of rent and any other sums due hereunder.

**30.6 Joint and Several Obligations.** The word "Tenant" as used herein shall include the plural as well as the singular. If there is more than one Tenant, the obligations and liabilities under this Lease imposed on Tenant shall be joint and several.

### 30.7 Interpretation of Lease.

(a) **Exhibits.** Whenever an "Exhibit" is referenced, it means an attachment to this Lease unless otherwise specifically identified. All such Exhibits are incorporated herein by reference.

(b) **Captions.** Whenever a section, article or paragraph is referenced, it refers to this Lease unless otherwise specifically identified. The captions preceding the articles and sections of this Lease and in the table of contents have been inserted for convenience of reference only. Such captions shall define or limit the scope or intent of any provision of this Lease.

(c) **Words of Inclusion.** The use of the term "including," "such as" or words of similar import when following any general term, statement or matter shall not be construed to limit such term, statement or matter to the specific items or matters, whether or not language of non-limitation is used with reference thereto. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such statement, term or matter.

(d) **No Presumption Against Drafter.** This Lease has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein. In addition, each Party has been represented by experienced and knowledgeable legal counsel. Accordingly, this Lease shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the Party responsible for drafting any part of this Lease (including, but not limited to, California Civil Code Section 1654).

(e) **Lease References.** Wherever reference is made to any provision, term or matter "in this Lease," "herein" or "hereof" or words of similar import, the reference shall be deemed to refer to any and all provisions of this Lease reasonably related thereto in the context of such reference, unless such reference refers solely to a specific numbered or lettered, section or paragraph of this Lease or any specific subdivision thereof.

**30.8 Successors and Assigns.** Subject to the provisions of Section 17 [Assignment and Subletting] hereof relating to Assignment and Subletting, the terms, covenants and conditions contained in this Lease shall bind and inure to the benefit of City and Tenant and, except as otherwise provided herein, their successors and assigns.

**30.9 Brokers.** Neither party has had any contact or dealings regarding the leasing of the Premises, or any communication in connection therewith, through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the lease contemplated herein except as identified in the Basic Lease Information, whose commission, if any is due, shall be paid pursuant to a separate written agreement between such broker and the party through which such broker contracted. In the event that any other broker or finder perfects a claim for a commission or finder's fee based upon any such contact, dealings or communication, the party through whom the broker or finder makes a claim shall be responsible for such commission or fee and shall Indemnify the other party from any and all Losses incurred by the indemnified party in defending against the same. The provisions of this Section shall survive any termination of this Lease.

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

**30.11 Governing Law; Selection of Forum.** This Lease shall be construed and enforced in accordance with the Laws of the State of California and the City's Charter. As part of the consideration for City's entering into this Lease, Tenant agrees that all actions or proceedings arising directly or indirectly under this Lease may, at the sole option of City, be litigated in courts having suits within the State of California, and Tenant consents to the jurisdiction of any such local, state or federal court, and consents that any service of process in such action or proceeding may be made by personal service upon Tenant wherever Tenant may then be located, or by certified or registered mail directed to Tenant at the address set forth herein for the delivery of notices.

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

**30.13 Attorney's Fees and Costs.** In the event that either City or Tenant fails to perform any of its obligations under this Lease or in the event a dispute arises concerning the meaning or interpretation of any provision of this Lease, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder (whether or not such action is prosecuted to judgment), including, without limitation, court costs and reasonable Attorneys' Fees and Costs.

**30.14 Recordation.** This Lease will not be recorded by either Party, except that Tenant shall have the right to record a Memorandum of Lease.

**30.15 Extensions by City.** Upon the request of Tenant, City in its reasonable discretion may, by written instrument, extend the time for Tenant's performance of any term, covenant or condition of this Lease or permit the curing of any default upon such terms and conditions as it determines appropriate, including, but not limited to, the time within which Tenant must agree to such terms and/or conditions, provided, however, that any such extension or permissive curing of any particular default will not operate to release any of Tenant's obligations nor constitute a waiver of City's rights with respect to any other term, covenant or condition of this Lease or any other default in, or breach of, this Lease or otherwise effect the time of the essence provisions with respect to the extended date or other dates for performance hereunder.

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

**30.17 Further Assurances.** The Parties hereto agree to execute and acknowledge such other and further documents as may be necessary or reasonably required to express the intent of the Parties or otherwise effectuate the terms of this Lease.

**30.18 Transition Procedures.** Without limiting Section 25 [Surrender] above, upon the expiration of the Term or earlier termination of this Lease, for whatever reason, Tenant and City shall do the following (and the provisions of this Section 30.18 shall survive the expiration or termination of this Lease until they have been fully performed) and, in general, shall cooperate in good faith to effect an orderly transition of the management of the Premises:

(a) **Transfer of Licenses.** Upon the expiration or earlier termination of the Lease, Tenant shall use its best efforts (i) to transfer to City or City's nominee all licenses, operating permits and other governmental authorizations and all contracts which City elects to assume, including contracts with governmental or quasi-governmental entities and management contracts, that may be necessary for the operation of the Premises and completion of any repairs, maintenance, Improvements or Alterations (collectively, "Licenses"), or (ii) if such transfer is prohibited by law or City otherwise elects, to cooperate with City or City's nominee in connection with the processing by City or City's nominee of any applications for, all Licenses; provided, in either case, that the costs and expenses of any such transfer or the processing of any such application shall be paid by City or City's nominee.

(b) **Leases and Concessions.** Tenant shall assign to City or City's nominee simultaneously with the termination of this Lease, and the assignee shall assume, all leases, subleases, and concessions agreements in effect with respect to the Premises then in Tenant's possession which City or City's nominee elects to assume.

(c) **Books and Records.** All books and records for the Premises kept by Tenant shall be delivered promptly to City or City's nominee, simultaneously with the termination of this Lease, but such books and records shall thereafter be available to Tenant at all reasonable times for inspection, audit, examination, and transcription for a period of one year and Tenant may retain (on a confidential basis) copies or computer records thereof.

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

**30.20 Relationship of Parties.** City is not, and none of the provisions in this Lease shall be deemed to render City, a partner in Tenant's business, or joint venturer or member in any joint enterprise with Tenant. Neither party shall act as the agent of the other party in any respect hereunder, and neither party shall have any authority to commit or bind the other party without such party's consent as provided herein. This Lease is not intended nor shall it be construed to create any third party beneficiary rights in any third party, unless otherwise expressly provided.

**30.21 Reserved.**

**30.22 Non-Liability of Officials, Employees and Agents of City or Any Other Indemnified Parties.** No elective or appointive board, commission, member, director, officer, employee or other Agent of City or any other Indemnified Parties shall be personally liable to Tenant, its successors and assigns, in the event of any default or breach by City or for any amount which may become due to Tenant, its successors and assigns, or for any obligation of City under this Lease, and Tenant agrees that it will have no recourse with respect to any obligation or Default under this Lease, or for any amount which may become due Tenant or any successor or for any obligation or claim based upon this Lease, against any such individual.

**30.23 Non-Liability of Tenant's Members, Officers, Directors, Shareholders, Agents and Employees.** No member, officer, director, shareholder, Agent or employee of Tenant will be personally liable to City, or any successor in interest, for any Event of Default by Tenant, and City agrees that it will have no recourse with respect to any obligation of Tenant under this Lease, or for any amount which may become due City or any successor or for any obligation or claim based upon this Lease, against any such individual.

**30.24 No Third Party Beneficiaries.** Except for rights expressly granted in the Lease to any Credit Provider and/or Liquidity Provider, this Lease is for the exclusive benefit of the

Parties hereto and not for the benefit of any other Person and shall not be deemed to have conferred any rights, express or implied, upon any other Person.

**30.25 Counterparts.** This Lease 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.

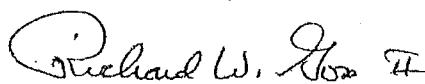
NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, TENANT ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF CITY HAS AUTHORITY TO COMMIT CITY HERETO UNLESS AND UNTIL RESOLUTIONS OF THE COMMISSION AND CITY'S BOARD OF SUPERVISORS SHALL HAVE BEEN DULY ENACTED APPROVING THIS LEASE AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED HEREBY. THIS LEASE SHALL BE NULL AND VOID UNLESS THE COMMISSION, CITY'S MAYOR AND THE BOARD OF SUPERVISORS APPROVE THIS LEASE, IN THEIR RESPECTIVE SOLE AND ABSOLUTE DISCRETION, AND IN ACCORDANCE WITH ALL APPLICABLE LAWS. APPROVAL OF THIS LEASE BY ANY DEPARTMENT, COMMISSION OR AGENCY OF CITY SHALL NOT BE DEEMED TO IMPLY THAT SUCH RESOLUTION WILL BE ENACTED, NOR WILL ANY SUCH APPROVAL CREATE ANY BINDING OBLIGATIONS ON CITY.

City and Tenant have executed this Lease in triplicate as of the date first written above.

TENANT:

THE FINE ARTS MUSEUMS FOUNDATION, a California non-profit public benefit corporation

By:

  
RICHARD W. GOSS II

Its: President

Date: June 19, 2002

CITY:

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation, acting by and through  
its BOARD OF TRUSTEES OF THE FINE  
ARTS MUSEUMS OF SAN FRANCISCO

By:

HARRY S. PARKER III  
Director of Museums

Date:

June 18, 2002

APPROVED BY:

BOARD OF TRUSTEES OF THE FINE ARTS  
MUSEUMS OF SAN FRANCISCO  
PURSUANT TO RESOLUTION NO. 1399

ADOPTED

January 31, 2002

By:

Judy Gaugh  
Secretary

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By:

Dennis J. Herrera  
Deputy City Attorney

## APPENDIX A

### DEFINITIONS

1. **“Administrative Code”** means the San Francisco Administrative Code, as amended or modified.
2. **“Affiliate of Tenant”** means any person or entity which directly or indirectly, through one or more intermediaries, Controls, is Controlled by or is under the common Control with, Tenant.
3. **“Agents”** means, when used with reference to either Party to this Lease, the officers, directors, employees, agents and contractors of such Party, and their respective heirs, legal representatives, successors and assigns.
4. **“Alterations”** means any alterations, installations or additions to any Improvements or to the Premises.
5. **“Assignment”** has the meaning given in Section 17.1 [Restriction on Assignment and Subletting] hereof.
6. **“Attorneys’ Fees and Costs”** means reasonable attorneys’ fees, costs, expenses and disbursements (including such fees, costs, expenses and disbursements of attorneys of the City’s Office of City Attorney), including, but not limited to, expert witness fees and costs, travel time and associated costs, transcript preparation fees and costs, document copying, exhibit preparation, courier, postage, facsimile, long-distance and communications expenses, court costs and other reasonable costs and fees associated with any other legal, administrative or alternative dispute resolution proceeding, including such fees and costs associated with execution upon any judgment or order, and costs on appeal. For purposes of this Lease, the reasonable fees of attorneys of the City’s Office of City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney’s services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the City Attorney’s Office.
7. **“Basic Lease Information”** means the information with respect to this Lease summarized in Article I hereof.
8. **“Bonds”** means one or more series of bonds or other instruments of indebtedness issued on behalf of the Tenant and COFAM for the purpose of financing or refinancing the Project.
9. **“Bond Documents”** means the Indenture, the Bonds, the Loan Agreement, the Standby Bond Purchase Agreement and any and all documents evidencing, securing or relating to the issuance or refunding of the Bonds.
10. **“Credit Provider”** means the entity defined as “Credit Provider” in the Indenture.
11. **“Charter”** means the 1996 Charter of the City and County of San Francisco, as amended or modified.
12. **“City”** means the City and County of San Francisco, a municipal corporation.
13. **“City’s Personal Property”** means the personal property of City, including all works of art, fixtures, furniture, furnishings, equipment, machinery, supplies, software and other tangible and intangible personal property or assets, whether now or hereafter located in, upon or about the Premises, belonging to City and/or in which City has or may hereafter acquire an ownership interest, together with all present and future attachments, accessions, replacements, substitutions and additions thereto or therefor. City’s Personal Property specifically shall include the works of art, furniture, personal property, furniture, equipment, machinery, supplies, and other tangible and intangible assets owned by the City and controlled by the Commission. Upon transfer of the Project to the City, the Improvements shall also become the City’s property.
14. **“City’s Sign Guidelines”** means any and all policies or rules of the City now or hereafter in effect governing the placement of signs, advertisements, awnings, canopies, banners or other exterior decoration, including as provided under the City’s Park Code, a copy of which has been provided to Tenant.

15. "**Commencement Date**" means the date on which the Term of this Lease commences as described in Section 4.2 [Commencement Date and Expiration Date] hereof.
16. "**Commission**" means the Board of Trustees of the Fine Arts Museums of San Francisco organized and existing under Article V of the San Francisco Charter.
17. "**Completion**" means completion of the Project, as evidenced by the issuance of a temporary certificate of occupancy or certificate of occupancy for the Premises by the City's Department of Building Inspection.
18. "**Control**", "**Controlled**", "**Controlling**" and "**Controls**" mean the ownership of greater than fifty percent (50%) of the voting interests of a partnership or limited liability company, or alternatively, ownership of greater than fifty percent (50%) or more of the voting stock of a corporation or of the membership interests in a limited liability company.
19. "**Damage**" means as set forth in Section 16.1(b).
20. "**Director**" means the Director of the Museum appointed by the Commission pursuant to Charter Section 5.102.
21. "**Effective Date**" means the date on which this Agreement becomes effective pursuant to Section 4.3 [Effective Date] hereof.
22. "**Encumber**" means create any Encumbrance.
23. "**Encumbrance**" means any mortgage, deed of trust, leasehold deed of trust, assignment of rents, fixture filing, security agreement, pledge or similar security instrument, or other lien, mortgage or encumbrance.
24. "**Encumbrancer**" means a mortgagee, beneficiary of a deed of trust or leasehold deed of trust, or other holder of an Encumbrance.
25. "**Environmental Laws**" means any present or future federal, state or local Laws or policies relating to Hazardous Material (including, without limitation, its use, handling, transportation, production, disposal, discharge or storage) or to human health and safety, industrial hygiene or environmental conditions, in or, under or about the Premises (including any permitted Improvements) and any other property, including, without limitation, soil, air and groundwater conditions.
26. "**Event of Default**" means any one of the events of default described in Section 18 [Default; Remedies] hereof following the expiration of any applicable cure periods.
27. "**General Admission Revenues**" means all general admission fees which are collected or received by the Tenant, as more particularly described in Section 10.1(a) below.
28. "**Hazardous Material**" means any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), also commonly known as the "Superfund" law, as amended, (42 U.S.C. Sections 9601 *et seq.*) or pursuant to Section 25281 of the California Health & Safety Code; any "hazardous waste" listed pursuant to Section 25140 of the California Health and Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the structure of any existing improvements on the Premises, any Improvements to be constructed on the Premises by or on behalf of Tenant, or are naturally occurring substances on, in or about the Premises; and petroleum, including crude oil or any fraction thereof, and natural gas or natural gas liquids.
29. "**Hazardous Material Claims**" means any and all enforcement, Investigation, Remediation or other governmental or regulatory actions, agreements or orders threatened, instituted or completed pursuant to any Environmental Laws, together with any and all Losses made or threatened in writing by any third party against City or its Agents, or the Premises or any Improvements, relating to damage, contribution, cost recovery compensation, loss or injury resulting from the presence, release or discharge of any Hazardous Materials, including, without limitation, Losses based in common Law, Hazardous Materials Claims include, without limitation, Investigation and Remediation costs, fines, damages to any natural

resource (as that term is defined in CERCLA) owned by City, and reasonable Attorneys' Fees and Costs and consultants' fees and experts' fees and costs.

30. "**Holidays**" means any date on which either City or Tenant are authorized or required by Law or executive order to be closed for a state or national Holiday.

31. "**Impositions**" means any and all real and personal property taxes, general and special assessments, excises, licenses, liens, permit fees and other charges and impositions of every description levied on or assessed against the Premises, any Improvements, Tenant's Personal Property, the leasehold estate or any subleasehold estate, or Tenant's use of the Premises or any Improvements, including, without limitation, possessory interest taxes.

32. "**Improvements**" means any and all buildings, structures, fixtures, facilities, installations, machinery and equipment, erected, built, constructed, installed or placed, in on, over or under the Premises, including, without limitation, the Project, any trailers, mobile homes, permanent tent facilities, signs, billboards or other advertising materials, roads, trails, driveways, parking areas, curbs, walks, fences, walls, stairs, poles, plantings and landscaping, and each and every type of physical improvement to the extent located at, on or affixed to the Premises; provided, however, the Improvements shall specifically exclude any of City's Personal Property and any of Tenant's Personal Property.

33. "**Indemnify**" means indemnify, protect, defend and hold harmless.

34. "**Indemnified Parties**" means City, including, but not limited to, all of its boards, commissions, departments, agencies and other subdivisions, including, without limitation, the Commission, and all of its and their respective Agents, and their respective heirs, legal representatives, successors and assigns, and each of them.

35. "**Indenture**" means the Indenture dated as of June 1, 2002, providing for the issuance of the Bonds, as originally executed and as may be supplemented or amended from time to time.

36. "**Investigation**" when used with reference to Hazardous Material means any activity undertaken to determine the nature and extent of Hazardous Material that may be located in, on, under or about the Premises, any Improvements or any portion thereof or which have been, are being, or threaten to be released into the environment. Investigation shall include, without limitation, preparation of site history reports and sampling and analysis of environmental conditions in, on, under or about the Premises or any Improvements.

37. "**Invitees**" when used with respect to Tenant means the clients, customers, invitees, guests, members and licensees, assignees and subtenants of Tenant.

38. "**Landlord**" means the City and County of San Francisco, acting through its Board of Trustees of the Fine Arts Museums of San Francisco.

39. "**Law**" means any law, statute, ordinance, resolution, rule, regulation, proclamation, order or decree of any municipal, county, state or federal government or other governmental or regulatory authority with jurisdiction over the Premises, or any portion thereof, or over the Commission whether currently in effect or adopted in the future and whether or not in the contemplation of the Parties.

40. "**Lease**" means this Lease as it may be amended in accordance with its terms.

41. "**Lease Year**" is a calendar year, except that the first Lease Year shall commence on the Commencement Date and the last Lease Year shall end on the date this Lease expires or terminates.

42. "**Liquidity Provider**" means the entity defined as the "Liquidity Provider" in the Indenture.

43. "**Loan Agreement**" means the Loan Agreement dated as of June 1, 2002, executed in connection with the issuance of the Bonds, as originally executed and as may be supplemented or amended from time to time.

44. "**Losses**" means any and all claims, demands, losses, liabilities, damages, liens, injuries, penalties, fines, lawsuits and other proceedings, judgments and awards and costs and expenses, including, without limitation, Attorneys' Fees and Costs and consultants' fees and costs.

45. "**Merchandise Sales**" means all sales or rentals of, cards, posters, books, apparel and equipment, magazines, newspapers and any other merchandise from any museum retail store or elsewhere on the Premises or related to the Premises, including, without limitation, sales of Museum merchandise ordered via the internet or telephone.

46. **"Mitigation Measures"** means those measures set forth on Exhibit C.

47. **"Mortgage"** means a mortgage, deed of trust, assignment of rents, fixture filing, security agreement, pledge or similar security instrument or assignment of Tenant's leasehold interest under this Lease that is recorded in the Official Records.

48. **"Mortgagee"** means the holder or holders of a Mortgage and, if the Mortgage is held by or for the benefit of a trustee, agent or representative of one or more financial institutions, the financial institutions on whose behalf the Mortgage is being held. Multiple financial institutions participating in a single financing secured by a single Mortgage shall be deemed a single Mortgagee for purposes of this Lease.

49. **"Museum"** means the M. H. de Young Memorial Museum.

50. **"Non-General Admission Revenues"** means any revenues generated or collected on the Premises, other than General Admission Revenues, including without limitation, the special admissions fees paid to the Museum, selling price of all merchandise or services sold, leased, licensed or delivered in or from the Premises or any Improvements by Tenant, any Affiliate of Tenant, or any of its or their subtenants, licensees, or concessionaires, whether for cash or on credit (whether collected or not, except as specifically set forth below), including the gross amount received by reason of orders taken on the Premises or any Improvements although filled elsewhere, and whether made by store personnel or vending machines. Non-General Admission Revenues shall include, without limitation, (i) all revenues and income derived from (1) special admission fees, instructional fees received by Tenant; reservation fees, membership and other fees and dues of any kind (including nonrefundable deposits), but specifically excluding any General Admission Revenues; (2) merchandise sales (without deduction for any rent, interest or other payments made by Tenant, any Affiliate of Tenant, or any of its or their subtenants, licensees or concessionaires); (3) the operation of restaurants, banquet facilities, and any other food or beverage operations or sales on the Premises, if allowed pursuant to the terms of this Lease; (4) proceeds from parking facilities, if applicable; (5) proceeds from business interruption insurance, loss of earnings insurance or other insurance of a similar kind; (6) payments from, or pass-throughs to, any subtenants or any other entity or individual for use of the Premises; (7) pay telephones, stamp machines, music machines, amusement machines, food and beverage vending machines or public toilet locks; (8) rent or other fees for the use of any of the Improvements; and (9) whatever source, which Tenant in the normal and customary course of Tenant's operations would credit or attribute to Tenant's business conducted at, upon or from Premises; and (ii) all monies or other things of value received by Tenant from Tenant's operations at, upon or from the Premises which are neither included in nor excluded from Non-General Admission Revenues by other provisions of this definition, but without any duplication.

51. **"Official Records"** means the official records of the city and county of San Francisco.

52. **"Park Facilities"** means, except for the Premises, any and all park property under the jurisdiction or control of the City adjacent to or otherwise used in connection with the Premises, including, without limitation that certain park property commonly known as the Music Concourse, any and all facilities, fixtures or improvements used by City in the operation of such other park properties, any and all public utilities and pipelines serving such other park properties, and any paved, public streets located within the Premises.

53. **"Party"** means Landlord or Tenant; **"Parties"** means both Landlord and Tenant.

54. **"Permitted Encumbrances"** means and includes: (1) liens and charges incident to construction or maintenance now or hereafter filed of record which are being contested in good faith by the Commission; (2) the lien of taxes and assessments which are not delinquent, or if delinquent, are being contested; (3) defects and irregularities in the title to the Premises which, whether singly or in the aggregate do not materially adversely affect the value or operation of the Premises for the purposes for which they are or may reasonably be expected to be used; (4) easements, exceptions or reservations for the purpose of pipelines, fiber optic lines, telephone lines, telegraph lines, power lines and substations, and other utilities, roads streets, alleys, highways, railroad purposes, drainage and sewerage purposes, dikes, canals, laterals, ditches, the removal of oil, gas, coal or other minerals, and other like purposes, or for the joint or common use of real property, facilities and equipment, which,

whether singly or in the aggregate, do not materially interfere with or impair the operation of the Premises for the purposes for which they are or may reasonably be expected to be used; (5) statutory liens or encumbrances arising in the ordinary course of business which are not delinquent or are being contested in good faith by the Commission; (6) the lease or license of the use of a part of the Premises to art or culture-related non-profit corporations or for the use in performing special events, professional or other services in accordance with customary museum, charitable trust and/or business practices; (7) any liens, encumbrances and title matters existing on the date of execution of this Lease, including matters which are discoverable by a survey or inspection of the Premises; and (8) Encumbrances necessary to repair the Premises in the event of damage or destruction to the Premises.

- 55. **“Permitted Uses”** means those uses set forth in Section 8.1 [Permitted Uses].
- 56. **“Person”** means any individual, partnership, corporation (including, but not limited to, any business trust), limited liability company, joint stock company, trust, unincorporated association, joint venture or any other entity or association, the United States, or a federal, state or political subdivision hereof.
- 57. **“Premises”** has the meaning given in Section 3.1 [Leased Premises] hereof and as more particularly described and depicted on Exhibits A-1 and A-2. The Premises shall include any permitted Improvements, including the Project, together with any additions, modifications or other Alterations thereto permitted hereunder, and any and all utilities located on and serving the Premises. Notwithstanding anything to the contrary in this Lease, the Premises do not include the rights reserved to City pursuant to Section 3.2, nor the Park Facilities, nor any water, water rights, riparian rights, water stock, mineral rights or timber rights relating to the Premises, nor any paved, public streets located within the Premises.
- 58. **“Prohibited Activities”** means the following activities:
  - (a) any activity that creates a public or private nuisance under applicable Laws;
  - (b) any activity that is not within the Permitted Uses, including any use not authorized under any applicable annual Management Plan;
  - (c) any activity or object that causes material damage or material injury to the Premises;
  - (d) any activity that will in any way materially injure, materially obstruct or materially interfere with rights of any owners or occupants of adjacent properties, including the Park Facilities;
  - (e) use of the Premises for sleeping or personal living quarters;
  - (f) any distress, fire bankruptcy or going-out-of-business sale on the Premises without the prior written consent of the Commission;
  - (g) any activity that will cause a cancellation of any insurance covering the Premises;
  - (h) any activity or use which is not in compliance with all applicable Laws concerning the Premises or Tenant’s use and occupancy of the Premises; and
  - (i) any granting of licenses, easements or access rights over the Premises by Tenant if the same would be binding on City’s reversionary interest in the Premises, or changes in applicable land use Laws or conditional use permits for any uses not provided for hereunder, in each instance without the Commission’s prior written consent, which consent may be withheld in the Commission’s sole discretion, and subject to the provisions of Section 14 [Compliance with Laws].
- 59. **“Project”** means as defined in Recital E, above.
- 60. **“Regulatory Approval”** means any authorization, approval or permit required by an governmental agency having jurisdiction over the Project or the Premises, including, but not

limited to, the City's Planning Commission and/or Zoning Administrator, the City's Department of Building Inspection and the Commission.

61. **"Release"** when used with respect to Hazardous Material means any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or inside any existing improvements or any Improvements constructed hereunder by or on behalf of Tenant or Landlord, or in, on, under or about the Premises or Park Facilities or any portion thereof;
62. **"Remediation"** when used with reference to Hazardous Material means any activities undertaken to clean up, remove, contain, treat, stabilize, monitor or otherwise control Hazardous Materials located in, on, under or about the Premises or the Park Facilities or which have been, are being, or threaten to be released into the environment. Remediate includes, without limitation, those actions included within the definition of "remedy" or "remedial action" in California Health and Safety Code Section 25322 and "remove" or "removal" in California Health and Safety Code Section 25323.
63. **"Reserved Rights"** means certain rights reserved by the City relating to the Premises, including the following:
  - (a) Any and all water and water rights, including, but not limited to, (i) any and all surface water and surface water rights, including, without limitation, riparian rights and appropriative water rights to surface streams and the underflow of streams, and (ii) any and all groundwater and subterranean water rights, including, without limitation, the right to export percolating groundwater for use by City or its water customers;
  - (b) Any and all timber and timber rights, including, without limitation, all standing trees and downed timber;
  - (c) Any and all minerals and mineral rights of every kind and character now known to exist or hereafter discovered in the Premises, including, but not limited to, oil and gas and rights thereto, together with the sole, exclusive, and perpetual right to explore for, remove, and dispose of those minerals by any means or methods suitable to City or its successors and assigns, but without entering upon or using the surface of the lands of the Premises and in such manner as not to damage the surface of the Premises or to unreasonably interfere with the permitted use thereof by Tenant, without Tenant's prior written consent, which may be withheld by Tenant in its reasonable discretion;
  - (d) All rights to use, operate, maintain, repair, enlarge, modify, expand, replace and reconstruct the Park Facilities;
  - (e) The right to grant future easements and rights of way over, across, under, in and upon the Premises as City shall determine to be in the public interest, provided that any such easement or right-of-way shall not unreasonably interfere with Tenant's use and operation of the Premises hereunder, and provided further that the grant of any such easement or right-of-way shall be conditioned upon the grantee's assumption of liability to Tenant for damage to its property that Tenant may sustain hereunder as a result of the grantee's use of such easement or right of way;
  - (f) Without limiting the generality of Section 3.2(e) above, the right to grant future easements, rights of way, permits and/or licenses over, across, under, in and upon the Premises for the installation, operation, maintenance, repair and removal of equipment for furnishing cellular telephone, radio or other telecommunications services, including, without limitation, antennas, radio devices, cables and other equipment associated with a telecommunications cell site, provided that any such easement, right-of-way, permit or license shall not unreasonably interfere with Tenant's use and operation of the Premises hereunder, and provided further that the grant of any such easement, right-of-way, permit or license shall be conditioned upon the grantee's assumption of liability to Tenant for damage to its property that Tenant

may sustain hereunder as a result of the grantee's use of such easement, right of way, permit or license; and

(g) All additional rights of access provided for in Section 21 [Access by City] below.

(h) Any approval rights of the Commission or the Director over Tenant's use and operation of the Premises provided for in this Lease, and the authority of the Commission and the Director over the Premises, including all Improvements thereon, under applicable Law.

64. **"Restoration"** means the restoration, replacement, or rebuilding of the Improvements (or the relevant portion thereof) in accordance with all Laws then applicable. All Restoration shall be conducted in accordance with the provisions of Section 11 [Subsequent Construction]. ("Restore" and "Restored" shall have the correlative meanings.)

65. **"Rules and Regulations"** means those rules and regulations as may be imposed by the Commission, which are subject to change from time to time, regarding the use and operation of the Premises

66. **"Significant Changes"** means any dissolution, merger, consolidation or other reorganization, or any issuance, sale, assignment, hypothecation or other transfer of ownership interests in Tenant, in one or more transactions (collectively, a "Transaction"), by operation of law or otherwise, that results in any of the following:

(a) (i) As to the original named Tenant hereunder, a change in the identity of the Person Specially Controlling Tenant, or (ii) as to any successor permitted Tenant hereunder, a change in the identity of the Person Specially Controlling said Tenant (herein, the "**Tenant Owners**"), such that the Tenant Owners which, collectively, have Special Control of Tenant as of the date immediately prior to the Transaction no longer are Specially Controlling Tenant from and after the date of such Transaction;

(b) The dissolution of Tenant, or

(c) The sale of over fifty percent (50%) of the assets of Tenant.

67. **"Special Control"** means the power to direct the affairs or management of another Person, whether by contract, operation of Law or otherwise (and "Specially Controlling" and "Specially Controlled" shall have correlative meanings).

68. **"Standby Bond Purchase Agreement"** means the Standby Bond Purchase Agreement dated as of June 1, 2002, by and among COFAM, the Tenant and Bank of America, N.A.

69. **"Sublease"** has the meaning given in Section 17.1 [Restriction on Assignment and Subletting] hereof.

70. **"Subsequent Construction"** means all repairs to and reconstruction, replacement, addition, expansion, restoration, Alteration or modification of any Improvements, or any construction of additional Improvements, following completion of the Improvements.

71. **"Tenant"** means the Party identified as Tenant in the Basic Lease Information and at the beginning of this Lease. Except when immediately followed by the word "itself," the term Tenant shall also refer to the successors and assigns of Tenant's interests under this Lease, provided that the rights and obligations of Tenant's successors and assigns shall be limited to only those rights and obligations that this Lease permits to be transferred and that have been transferred in accordance with this Lease.

72. **"Tenant's Personal Property"** means the personal property of Tenant, including all fixtures, furniture, furnishings, equipment, machinery, supplies, software and other tangible or movable personal property that is incident to the ownership, development or operation of the Improvements and/or the Premises, whether now or hereafter located in, upon or about the Premises, belonging to Tenant and/or in which Tenant has or may hereafter acquire an ownership interest, together with all present and future attachments, accessions, replacements, substitutions and additions thereto or therefor that can be removed without structural or other material damage to the Improvements or the Premises.

73. "Term" means the term of this Lease as determined under Section 4.1 [Term of Lease] hereof.

74. "Transfer" means any Assignment, Sublease or Significant Change.

75. "Transferee" means any recognized assignee of any part of Tenant's leasehold interest hereunder or any recognized subtenant of any portion of the Premises, pursuant to a Transfer that complies with Section 17 [Assignment and Subletting] hereof.

76. "Trustee" means the trustee bank or banks appointed as trustee for the holders of the Bonds.

77. For purposes of Section 11 only, "Work" means as defined in Section 11.7.

**EXHIBIT A**

**PREMISES**

**[See Attached Exhibits A-1 And A-2]**

**EXHIBIT A-1**  
**DESCRIPTION OF PREMISES**

M.H. DE YOUNG MEMORIAL MUSEUM,  
FINE ARTS MUSEUMS OF SAN FRANCISCO  
PROPERTY DESCRIPTION

COMMENCING AT THE MOST WESTERLY CORNER OF THE 1964 EXTENSION TO THE 1964 "NEW WEST WING" OF THE M.H. DE YOUNG MUSEUM; THENCE GENERALLY SOUTHWESTERLY, PERPENDICULAR TO THE SOUTHWESTERLY FACE OF SAID 1964 EXTENSION 18.12 FEET TO THE TRUE POINT OF BEGINNING; THENCE DEFLECTING 90°00'00" TO THE RIGHT AND RUNNING PARALLEL WITH SAID SOUTHWESTERLY FACE A DISTANCE OF 60.07 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 211.53 FEET, THE CENTER OF WHICH BEARS ALONG A LINE THAT DEFLECTS 17°27'03" TO THE LEFT FROM THE PREVIOUS COURSE; THENCE ALONG THE CURVE THROUGH A CENTRAL ANGLE OF 52°39'02" A DISTANCE OF 194.38 FEET; THENCE DEFLECTING 19°20'24" TO THE LEFT FROM THE LAST RADIAL LINE A DISTANCE OF 217.20 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 537.75 FEET, THE CENTER OF WHICH BEARS ALONG A LINE THAT DEFLECTS 90°00'00" TO THE RIGHT FROM THE PREVIOUS COURSE; THENCE ALONG THE CURVE THROUGH A CENTRAL ANGLE OF 35°02'59" A DISTANCE OF 328.96 FEET; THENCE TANGENT TO THE PRECEDING CURVE ALONG A LINE THAT DEFLECTS 90°00'00" TO THE RIGHT FROM THE LAST RADIAL LINE A DISTANCE OF 151.87 FEET; THENCE DEFLECTING TO THE RIGHT 5°07'29" A DISTANCE OF 97.36 FEET; THENCE DEFLECTING TO THE RIGHT 86°18'54" A DISTANCE OF 129.01 FEET; THENCE DEFLECTING TO THE LEFT 12°20'25" A DISTANCE OF 138.54 FEET; THENCE DEFLECTING TO THE RIGHT 65°23'40" A DISTANCE OF 735.34 FEET; THENCE DEFLECTING TO THE RIGHT 97°07'23" A DISTANCE OF 105.04 FEET TO A POINT ON A LINE PERPENDICULARLY OFFSET TO THE SOUTHWEST 18.12 FEET FROM THE MOST WESTERLY CORNER OF THE 1964 EXTENSION TO THE 1964 "NEW WEST WING"; THENCE DEFLECTING TO THE LEFT 7°13'35" A DISTANCE OF 188.03 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 340,376 SQUARE FEET MORE OR LESS OR 7.61 ACRES MORE OR LESS.

**EXHIBIT A-2**

**MAP OF PREMISES**  
**EXHIBIT A-1**

SCHOOL OF THEATRE DR

SITE OF THE W.H. DE YOUNG MEMORIAL MUSEUM  
FINE ARTS MUSEUMS OF SAN FRANCISCO

MARTIN H. ROW ASSOCIATES  
LAND SURVEYORS  
825 - 10th Street, Suite 1000  
Sacramento, California 95814-3810

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**EXHIBIT B**

**MEMORANDUM OF LEASE COMMENCEMENT DATE**

## **EXHIBIT B**

RECORDING REQUESTED BY, AND  
WHEN RECORDED, MAIL TO:

Board of Trustees of the Fine Arts Museums  
of San Francisco  
City and County of San Francisco  
233 Post Street, 6<sup>th</sup> Floor  
San Francisco, CA 94108-5003  
Attn: Director of Museums

(Space above this line reserved for Recorder's use only)

### **MEMORANDUM OF LEASE COMMENCEMENT DATE**

This Memorandum of Lease Commencement Date ("Memorandum") is dated as of \_\_\_\_\_, 200\_\_\_\_\_, and is by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through its BOARD OF TRUSTEES OF THE FINE ARTS MUSEUMS OF SAN FRANCISCO (the "Commission") (collectively, "City" or "Landlord"), and THE FINE ARTS MUSEUMS FOUNDATION, a California nonprofit public benefit corporation organized and existing under the laws of the State of California ("Tenant"). Except as otherwise defined in this Memorandum, capitalized terms shall have the meanings given them in the Agreement (as defined below).

#### **Recitals**

A. City and Tenant have entered into that certain Lease and Facilities Agreement, dated June 1, 2002 (the "Agreement"), pursuant to which City leased to Tenant and Tenant leased from City the real property more particularly described in Exhibit A-1 attached hereto (the "Premises") and shown generally on the map as Exhibit A-2 attached hereto, which is incorporated by this reference.

B. Pursuant to Section 4.2 of the Agreement, following the date of Completion of the Project (the "Commencement Date"), Tenant shall execute and deliver to City a memorandum confirming the date on which the Commencement Date occurred, provided that Tenant's failure to execute such memorandum shall not delay or modify the Commencement Date or affect the rights or obligations of City and Tenant under the Agreement.

C. Tenant and City have executed and recorded this Memorandum to give notice of the Commencement Date under the Agreement to all third parties.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, City and Tenant hereby agree that the Commencement Date occurred on

IN WITNESS WHEREOF, City and Tenant have executed this Memorandum of Lease  
Commencement Date as of the day and year first above written.

TENANT:

THE FINE ARTS MUSEUMS FOUNDATION,  
a California nonprofit public benefit corporation

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

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

CITY:

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation, acting by and through  
its BOARD OF TRUSTEES OF THE FINE  
ARTS MUSEUMS OF SAN FRANCISCO

By: \_\_\_\_\_  
HARRY S. PARKER III  
Director of Museums

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

State of California )  
 ) ss  
County of San Francisco )

On \_\_\_\_\_, 200\_\_\_\_\_, before me, \_\_\_\_\_, a notary public in and for said State, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

State of California )  
County of San Francisco )  
ss )

On \_\_\_\_\_, 200\_\_\_\_\_, before me, \_\_\_\_\_, a notary public in and for said State, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

State of California )  
County of San Francisco ) ss

On \_\_\_\_\_, 200\_\_\_\_\_, before me, \_\_\_\_\_, a notary public in and for said State, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**EXHIBIT A-1**

**Legal Description of Premises**

M.H. DE YOUNG MEMORIAL MUSEUM,  
FINE ARTS MUSEUMS OF SAN FRANCISCO  
PROPERTY DESCRIPTION

COMMENCING AT THE MOST WESTERLY CORNER OF THE 1964 EXTENSION TO THE 1964 "NEW WEST WING" OF THE M.H. DE YOUNG MUSEUM; THENCE GENERALLY SOUTHWESTERLY, PERPENDICULAR TO THE SOUTHWESTERLY FACE OF SAID 1964 EXTENSION 18.12 FEET TO THE TRUE POINT OF BEGINNING; THENCE DEFLECTING 90°00'00" TO THE RIGHT AND RUNNING PARALLEL WITH SAID SOUTHWESTERLY FACE A DISTANCE OF 60.07 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 211.53 FEET, THE CENTER OF WHICH BEARS ALONG A LINE THAT DEFLECTS 17°27'03" TO THE LEFT FROM THE PREVIOUS COURSE; THENCE ALONG THE CURVE THROUGH A CENTRAL ANGLE OF 52°39'02" A DISTANCE OF 194.38 FEET; THENCE DEFLECTING 19°20'24" TO THE LEFT FROM THE LAST RADIAL LINE A DISTANCE OF 217.20 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 537.75 FEET, THE CENTER OF WHICH BEARS ALONG A LINE THAT DEFLECTS 90°00'00" TO THE RIGHT FROM THE PREVIOUS COURSE; THENCE ALONG THE CURVE THROUGH A CENTRAL ANGLE OF 35°02'59" A DISTANCE OF 328.96 FEET; THENCE TANGENT TO THE PRECEDING CURVE ALONG A LINE THAT DEFLECTS 90°00'00" TO THE RIGHT FROM THE LAST RADIAL LINE A DISTANCE OF 151.87 FEET; THENCE DEFLECTING TO THE RIGHT 5°07'29" A DISTANCE OF 97.36 FEET; THENCE DEFLECTING TO THE RIGHT 86°18'54" A DISTANCE OF 129.01 FEET; THENCE DEFLECTING TO THE LEFT 12°20'25" A DISTANCE OF 138.54 FEET; THENCE DEFLECTING TO THE RIGHT 65°23'40" A DISTANCE OF 735.34 FEET; THENCE DEFLECTING TO THE RIGHT 97°07'23" A DISTANCE OF 105.04 FEET TO A POINT ON A LINE PERPENDICULARLY OFFSET TO THE SOUTHWEST 18.12 FEET FROM THE MOST WESTERLY CORNER OF THE 1964 EXTENSION TO THE 1964 "NEW WEST WING"; THENCE DEFLECTING TO THE LEFT 7°13'35" A DISTANCE OF 188.03 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 340,376 SQUARE FEET MORE OR LESS OR 7.81 ACRES MORE OR LESS.

**EXHIBIT A-2**

**Map of Premises**



**EXHIBIT C**  
**MITIGATION MEASURES**

## NEW DE YOUNG MUSEUM FEIR MITIGATION MEASURES

### A. TRANSPORTATION

The following measures were identified in the Project FEIR but will not be implemented in connection with the Project.

#### 1. Cumulative Traffic Conditions

With the project and Music Concourse Garage Assumption A, the intersection of Fulton/Stanyan would change from LOS D to LOS E. To avoid this impact, prohibit the left-turn movement from eastbound Fulton Street to northbound Stanyan Street; this movement is already prohibited on Monday through Saturday (from 4:00 to 6:00 PM). With this change, the intersection would improve to LOS D, with an average delay per vehicle of 34.1 seconds.

#### 2. 2015 Traffic Conditions

By 2015, it is anticipated that three intersections would operate at unacceptable service levels - the signalized intersections of Fulton Street/Stanyan Street and Fulton Street/Eighth Avenue would operate at LOS F, and the worst approach at the unsignalized intersection of Tea Garden/Eighth Avenue would operate at LOS E. The following changes could mitigate the cumulative conditions, at these intersections:

- a. Fulton Street/Stanyan Street- Prohibit the eastbound left-turn movement (as discussed under the Music Concourse Garage conditions); the intersection operations would improve to LOS D, with an average delay of 33.6 seconds per vehicle.
- b. Fulton Street/Eighth Avenue - With Concourse Garage Assumption A analyzed in the EIR, Eighth Avenue was assumed to become the primary vehicle entrance to this area of Golden Gate Park, as discussed on p. 70. For this reason, there would be a substantial increase in traffic volumes at this intersection, leading to relatively high delays per vehicle at each approach. To improve the operating conditions at this intersection, provide an additional northbound lane and a westbound left-turn pocket. With these measures, the intersection operations would improve to LOS D, with an average delay per vehicle of 29.5 seconds. To create sufficient right-of-way for these measures, it would be necessary to remove on-street parking at the northbound and westbound approaches. It should be noted that on-street parking

along Eighth Avenue within the park may be eliminated in conjunction with the Music Concourse Garage, resulting in sufficient right-of-way for the additional northbound travel lane.

- c. Tea Garden Drive/Eighth Avenue - With Garage Assumption A, the increase in traffic volumes at the Eighth Avenue entrance would also result in poor operating conditions at the intersection of Tea Garden/Eighth Avenue. Providing two lanes at the southbound approach would improve the operating conditions to LOS C at the worst approach. This measure would require designation of right-of-way, as part of planning for the Concourse area.

All of the remaining mitigation measures set forth below are proposed as part of the Project.

#### **B. AIR QUALITY**

1. The project sponsor would require the contractor(s) to spray the site with water during excavation and construction activities; spray unpaved construction areas with water at least twice per day; cover stockpiles of soil, sand, and other material; cover trucks hauling debris, soil, sand or other such material; and sweep surrounding streets during excavation and construction at least once per day to reduce particulate emissions.
2. Ordinance 175-91, passed by the Board of Supervisors on May 6, 1991, requires that non-potable water be used for dust control activities. Therefore, the project sponsor would require that the contractor(s) obtain reclaimed water from the Clean Water Program for this purpose. The project sponsor would require the project contractor(s) to maintain and operate construction equipment so as to minimize exhaust emissions of particulate and other pollutants, by such means as a prohibition on idling motors when equipment is not in use or when trucks are waiting in queues, and implementation of specific maintenance programs to reduce emissions from equipment that would be in frequent use for much of the construction period.

#### **C. NOISE**

The project sponsor would require project construction contractor(s) to predrill holes to the maximum depth feasible on the basis of soil conditions. Contractors would be required to use construction equipment with state-of-the-art noise shielding and muffling devices. If pile-driving is required, the project sponsor would also require that

contractors limit pile-driving activity to result in the least disturbance to neighbors.

#### **D. GEOLOGY / TOPOGRAPHY**

1. One or more geotechnical investigations by a California-licensed geotechnical engineer are included as part of the project. The project sponsor and its contractors would follow the recommendations of the final geotechnical reports regarding any excavation and construction for the project. The project sponsor would ensure that the construction contractor conducts a pre-construction survey of existing conditions and monitors the adjacent building for damage during construction, if recommended by the geotechnical engineer.
2. If dewatering were necessary, the final soils report would address the potential settlement and subsidence impacts of this dewatering. Based on this discussion, the soils report would determine whether or not a lateral movement and settlement survey should be done to monitor any movement or settlement of surrounding buildings and adjacent streets. If a monitoring survey were recommended, the Department of Building Inspection would require that a Special Inspector (as defined in Article 3 of the Building Code) be retained by the project sponsor to perform this monitoring. Instruments would be used to monitor potential settlement and subsidence. If, in the judgement of the Special Inspector, unacceptable movement were to occur during construction, groundwater recharge would be used to halt this settlement. The project sponsor would delay construction if necessary. Costs for the survey and any necessary repairs to service lines under the street would be borne by the project sponsor.

If dewatering were necessary, the project sponsor and its contractor would follow the geotechnical engineers' recommendations regarding dewatering to avoid settlement of adjacent streets, utilities, and buildings that could potentially occur as a result of dewatering.

3. The project sponsor and its contractor would follow the geotechnical engineers' recommendations regarding installation of settlement markers around the perimeter of shoring to monitor any ground movements outside of the shoring itself. Shoring systems would be modified as necessary in the event that substantial movements are detected.

## **E. WATER QUALITY**

The project sponsor would ensure that groundwater from site dewatering and stormwater runoff meets the discharge limitations of the City's Industrial Waste Ordinance by carrying out the following:

1. If dewatering were necessary, the project sponsor would follow the recommendations of the geotechnical engineer or environmental remediation consultant, in consultation with the Bureau of Environmental Regulation and Management of the San Francisco Public Utilities Commission, regarding treatment, if any, of pumped groundwater prior to discharge to the combined sewer system.

If dewatering were necessary, groundwater pumped from the site would be retained in a holding tank to allow suspended particles to settle, if this were found to be necessary by the Bureau of Environmental Regulation and Management of the San Francisco Public Utilities Commission to reduce the amount of sediment entering the combined sewer system.

2. The project sponsor would require the general contractor to install and maintain sediment traps in local storm water intakes during construction to reduce the amount of sediment entering the combined sewer system, if this were found to be necessary by the Bureau of Environmental Regulation and Management of the San Francisco Public Utilities Commission.

## **F. HAZARDS**

In addition to local, state, and federal requirements for handling hazardous materials and soil and groundwater containing chemical contaminants, the project sponsor would enter into a voluntary remedial action agreement with the Department of Public Health pursuant to Health and Safety Code Section 101480 *et seq.* At a minimum, the project sponsor would undertake the following work and any additional requirements imposed by the Department of Public Health under the agreement.

- a. A Phase I Environmental Site Assessment would be prepared for the project site. It would list current and past uses of the site, review environmental agency databases and records, report site reconnaissance observations, and summarize potential contamination issues, including any that warrant further investigation. The assessment would be completed by a Registered Environmental Assessor or similarly qualified individual prior to initiating any earth-moving activities at the project site.

If warranted on the basis of the Phase I study, a Phase II Environmental Site Assessment would be prepared for the project site. It would involve the collection and analysis of soil and groundwater samples as directed by the site assessment consultant. Sampling would extend at least to depths proposed for excavation. The project sponsor would conduct a soil and groundwater investigation to assess the potential for possible fuel releases from former underground fuel storage tanks and ancillary piping and dispensers located on site. Soil or groundwater samples, or both, would be collected throughout the project site as directed by the site assessment consultant. Sampling would extend at least to depths proposed for excavation. This assessment would be completed by a Registered Environmental Assessor or similarly qualified individual prior to initiating any earth-moving activities at the project site.

If the Phase I or Phase II assessments result in earth-moving activity that requires preparation of a Site Safety and Health Plan, in addition to measures that protect on-site workers, the plan would include measures to minimize public exposure to contaminated soils. Such measures would include dust control, appropriate site security, restriction of public access, and posting of warning signs, and would apply from the time of surface disruption through the completion of earthwork construction.

- b. Prior to any demolition or excavation at the project site, surveys would be conducted to identify any potentially hazardous materials (other than asbestos and lead) in existing buildings or building materials. At a minimum, these surveys would identify any polychlorinated biphenyls, mercury, or other hazardous materials that would require removal and disposal before demolition. These surveys would be completed by a Registered Environmental Assessor or a similarly qualified individual.
- c. All reports and plans prepared in accordance with this mitigation measure would be provided to the San Francisco Department of Public Health and any other agencies identified by the Department of Public Health. When all hazardous materials have been removed from existing buildings, and soil and groundwater analysis and other activities have been completed, as appropriate, the project sponsor would submit to the San Francisco Planning Department and the San Francisco Department of Public Health (and any other agencies identified by the Department of Public Health) a report stating that the mitigation measure has been implemented. The report would describe the steps taken to comply with the mitigation measure and include all verifying documentation. The report would be certified by a Registered Environmental Assessor or a similarly qualified individual who states that all necessary mitigation measures have been implemented.

de Young\\  
 Legion of Honor  
 fine arts museums  
 of san francisco

Melissa Powers <mpowers@famsf.org>

## Re: California Public Records Act Request: Immediate Disclosure Request - FAMSF/COFAM/FAMF Relationship

1 message

**Melissa Powers <mpowers@famsf.org>**  
 To: 79999-25916958@requests.muckrock.com

Fri, Sep 13, 2019 at 4:57 PM

Sir/Madam,  
 In response to your letter, please see the attached for itemized answers.  
 On behalf of FAMSF,  
 Melissa Powers  
 Manager of Board Relations and Special Projects

Fine Arts Museums of San Francisco  
 de Young  
 Legion of Honor

Golden Gate Park | 50 Hagiwara Tea Garden Drive | San Francisco, CA 94118  
 p 415.750.3690  
 e mpowers@famsf.org | famsf.org

On Thu, Sep 12, 2019 at 1:15 PM <79999-25916958@requests.muckrock.com> wrote:

Fine Arts Museums Of San Francisco  
 PRA Office  
 de Young Museum  
 50 Hagiwara Tea Garden Drive  
 San Francisco, CA 94118

September 12, 2019

This is a follow up to a previous request:

\*\* Please redact your responses correctly! This is a public mailbox, and all of your responses (including emails, attachments, file shares, and the disclosed records) may be automatically and instantly available to the general public on the MuckRock.com service used to issue this request (though I am not a MuckRock representative). Once you send them to us, there's no going back. \*\*

Please see the attached immediate disclosure request letter superseding my prior requests, with consistent numbering for your convenience.

Filed via MuckRock.com  
 E-mail (Preferred): 79999-25916958@requests.muckrock.com  
 Upload documents directly: [https://accounts.muckrock.com/accounts/login/?url\\_auth\\_token=AABjfFY0jqPWZbJGNXgcHwE5xqs%3A1i8VUc%3AOhDG2-EzmkbwgwpMfedPFZR7j-FU&next=https%3A%2F%2Fwww.muckrock.com%2Faccounts%2Flogin%2F%3Fnext%3D%252Faccounts%252Fagency\\_login%252Ffine-arts-museums-of-san-francisco-18604%252Fimmediate-disclosure-request-famsfcofamfamf-relationship-79999%252F%253Femail%253Dmpowers%252540famsf.org](https://accounts.muckrock.com/accounts/login/?url_auth_token=AABjfFY0jqPWZbJGNXgcHwE5xqs%3A1i8VUc%3AOhDG2-EzmkbwgwpMfedPFZR7j-FU&next=https%3A%2F%2Fwww.muckrock.com%2Faccounts%2Flogin%2F%3Fnext%3D%252Faccounts%252Fagency_login%252Ffine-arts-museums-of-san-francisco-18604%252Fimmediate-disclosure-request-famsfcofamfamf-relationship-79999%252F%253Femail%253Dmpowers%252540famsf.org)

Is this email coming to the wrong contact? Something else wrong? Use the above link to let us know.

For mailed responses, please address (see note):

MuckRock News  
 DEPT MR 79999  
 411A Highland Ave  
 Somerville, MA 02144-2516

PLEASE NOTE: This request is not filed by a MuckRock staff member, but is being sent through MuckRock by the above in order to better track, share, and manage public records requests. Also note that improperly addressed (i.e., with the requester's name rather than "MuckRock News" and the department number) requests might be returned as undeliverable.

On Sept. 12, 2019:

Subject: RE: California Public Records Act Request: Immediate Disclosure Request - FAMSF/COFAM/FAMF Relationship

\*\* Please redact your responses correctly! This is a public mailbox, and all of your responses (including emails, attachments, file shares, and the disclosed records) may be automatically and instantly available to the general public on the MuckRock.com service used to issue this request (though I am not a MuckRock representative). Once you send them to us, there's no going back. \*\*

This is a yet further 3 immediate disclosure requests, from FAMSF, from COFAM, and from FAMF for:

1) a record of FAMSF "transactions" for the period April 2019 to June 2019 (Q2), within the meaning of SFAC 67.29-7(c): "In any contract, agreement or permit between the City and any outside entity that authorizes that entity to demand any funds or fees from citizens, the City

shall ensure that accurate records of each transaction are maintained in a professional and businesslike manner and are available to the public as public records under the provisions of this ordinance."

- 2) a record of COFAM "transactions" for the period April 2019 to June 2019 (Q2), within the meaning of SFAC 67.29-7(c);
- 3) a record of FAMF "transactions" for the period April 2019 to June 2019 (Q2), within the meaning of SFAC 67.29-7(c);

I would like to remind you that you need to indicate for each request above and in all our messages, whether you did or did not have responsive records (separate from whether or not you withheld them). Remember any record retained, owned, used, or prepared by FAMSF must be included. If a city employee possesses a COFAM or FAMF document, you must disclose it. If COFAM or FAMF are holding records prepared or used by FAMSF, you must disclose it. You also must justify each and every withholding or redaction with particularity. Use footnotes or inline markings for example.

We remind you of your obligations to provide electronic records in any format we request them in, as long that format is available to you OR easy to generate (Admin Code 67.21(l)). Our preference is spreadsheets or text PDFs.

If you send PDFs, please use only text/search PDFs, not image/scanned PDFs. You must make exact copies of records under the CPRA - do not exclude color, formatting, images, or any other content that may be lost by printing and scanning records incorrectly.

If on the City Attorney's advice or for other reasons, you redact portions of the records, please specifically justify each such redaction with a legal citation (statute, ordinance, or case law). If you withhold metadata/headers, even if you don't visually redact them, you are still withholding and must justify it. If you provide PDFs or printed conversations or give us only a few of the headers or exclude attachments/images, and therefore withhold the other headers/attachments without proper justification, you may be in violation of SF Admin Code 67.21, 67.26, 67.27, Govt Code 6253(a), 6253.9, and/or 6255, and we may challenge your decision in court, before the Supervisor of Records, and/or the Sunshine Ordinance Task Force.

In all cases, please provide only those copies of records available without any fees. If you determine certain records would require fees, please instead provide the required (free) notice of which of those records are available and non-exempt for inspection in-person if we so choose.

Sincerely,  
Anonymous

--  
On Sept. 12, 2019:

Subject: RE: California Public Records Act Request: Immediate Disclosure Request - FAMSF/COFAM/FAMF Relationship

\*\* Please redact your responses correctly! This is a public mailbox, and all of your responses (including emails, attachments, file shares, and the disclosed records) may be automatically and instantly available to the general public on the MuckRock.com service used to issue this request (though I am not a MuckRock representative). Once you send them to us, there's no going back. \*\*

This is a yet further 3 immediate disclosure requests, from FAMSF, from COFAM, and from FAMF for:

- 1) the SB 272/ Gov Code 6270.5 enterprise systems catalog for FAMSF you are required to create and disclose. Please provide a copy in PDF or spreadsheet format; do not provide a URL.
- 2) the SB 272/ Gov Code 6270.5 enterprise systems catalog for COFAM you are required to create and disclose. Please provide a copy in PDF or spreadsheet format; do not provide a URL.
- 3) the SB 272/ Gov Code 6270.5 enterprise systems catalog for FAMF you are required to create and disclose. Please provide a copy in PDF or spreadsheet format; do not provide a URL.

I would like to remind you that you need to indicate for each request above and in all our messages, whether you did or did not have responsive records (separate from whether or not you withheld them). Remember any record retained, owned, used, or prepared by FAMSF must be included. If a city employee possesses a COFAM or FAMF document, you must disclose it. If COFAM or FAMF are holding records prepared or used by FAMSF, you must disclose it. You also must justify each and every withholding or redaction with particularity. Use footnotes or inline markings for example.

We remind you of your obligations to provide electronic records in any format we request them in, as long that format is available to you OR easy to generate (Admin Code 67.21(l)).

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If on the City Attorney's advice or for other reasons, you redact portions of the records, please specifically justify each such redaction with a legal citation (statute, ordinance, or case law). If you withhold metadata/headers, even if you don't visually redact them, you are still withholding and must justify it. If you provide PDFs or printed conversations or give us only a few of the headers or exclude attachments/images, and therefore withhold the other headers/attachments without proper justification, you may be in violation of SF Admin Code 67.21, 67.26, 67.27, Govt Code 6253(a), 6253.9, and/or 6255, and we may challenge your decision in court, before the Supervisor of Records, and/or the Sunshine Ordinance Task Force.

In all cases, please provide only those copies of records available without any fees. If you determine certain records would require fees, please instead provide the required (free) notice of which of those records are available and non-exempt for inspection in-person if we so choose.

Sincerely,  
Anonymous

--  
On Sept. 12, 2019:

Subject: RE: California Public Records Act Request: Immediate Disclosure Request - FAMSF/COFAM/FAMF Relationship

\*\* Please redact your responses correctly! This is a public mailbox, and all of your responses (including emails, attachments, file shares, and

the disclosed records) may be automatically and instantly available to the general public on the MuckRock.com service used to issue this request (though I am not a MuckRock representative). Once you send them to us, there's no going back. \*\*

First, I have attached as a courtesy a Sup. of Records petition filed earlier today against your agency FAMSF. I intend to appeal any of your records withholdings or failure to provide records under the guise that they are COFAM or FAMF records at every available level of remedy, whether Sup. of Records, SOTF, or Superior Court.

Second, this is a yet further set of IMMEDIATE DISCLOSURE REQUESTS for each of the following, from each of FAMSF, COFAM, and FAMF:

- a) all correspondence (including all attachments, exhibits, memos, metadata, headers, emails, physical mail/notes, text, SMS, MMS, or any chat app messages, and in their original electronic format or scan of physical documents) between FAMSF\* (the asterisk here and below means this request includes each and every employee, board member, or officer in addition to the entity as a whole, and also requires a City of San Jose v Superior Court (2017) search of private property for records re: the public's business) and Robert M. Smith between Jan. 1, 2018 and Sept. 12 2019 (inclusive)
- b) all correspondence (including all attachments, exhibits, memos, metadata, headers, emails, physical mail/notes, text, SMS, MMS, or any chat app messages, and in their original electronic format or scan of physical documents) between COFAM\* and Mr. Smith between Jan. 1, 2018 and Sept. 12 2019 (inclusive)
- c) all correspondence (including all attachments, exhibits, memos, metadata, headers, emails, physical mail/notes, text, SMS, MMS, or any chat app messages, and in their original electronic format or scan of physical documents) between FAMF\* and Mr. Smith between Jan. 1, 2018 and Sept. 12 2019 (inclusive)
- d) all correspondence (including all attachments, exhibits, memos, metadata, headers, emails, physical mail/notes, text, SMS, MMS, or any chat app messages, and in their original electronic format or scan of physical documents) between FAMSF\* and COFAM\* re: {Mr. Smith or his requests/complaints, or the Sunshine Ordinance, or CPRA} between Jan. 1, 2018 and Sept. 12 2019 (inclusive). Use the following case insensitive query: "smith" OR "cpra" OR "sunshine"
- e) all correspondence between FAMSF\* and FAMF\* re: {Mr. Smith or his requests/complaints, or the Sunshine Ordinance, or CPRA} Jan. 1, 2018 and Sept. 12 2019 (inclusive). Use the following case insensitive query: "smith" OR "cpra" OR "sunshine"
- f) all correspondence (including all attachments, exhibits, memos, metadata, headers, emails, physical mail/notes, text, SMS, MMS, or any chat app messages, and in their original electronic format or scan of physical documents) between FAMSF\* and the City Attorney's office\* or Sup. of Records' office\*, between Jan. 1, 2018 and Sept. 12 2019 (inclusive). I anticipate you may use Attorney-Client privilege as a shield here. However: the City has waived the privilege if you already provided any of these communications to anyone else, whether that anyone is Mr. Smith or private entities COFAM or FAMF. If you waived the privilege by providing the record to member of the public Mr. Smith, that record is now permanently a public record and you must also give it to me (Gov Code 6254.5). If FAMF or COFAM or their employees have the purportedly privileged communication (for example by including them in an email thread or cc-ing or bcc-ing or forwarding the message to them), you also have waived the privilege and must provide me the documents. If the City's argument for privilege is that the City Attorney is also representing FAMF or COFAM, then also produce records of such a contract (your MOU says no such thing) and every associated invoice (which is not protected by privilege). If no such contract exists, and the representation is provided for free by the City to these private entities, a variety of other statutes regarding use of public funds for a private purpose may be in play.
- g) all correspondence (including all attachments, exhibits, memos, metadata, headers, emails, physical mail/notes, text, SMS, MMS, or any chat app messages, and in their original electronic format or scan of physical documents) between COFAM\* and the City Attorney's office\* or Sup. of Records' office\*, between Jan. 1, 2018 and Sept. 12 2019 (inclusive).
- h) all correspondence (including all attachments, exhibits, memos, metadata, headers, emails, physical mail/notes, text, SMS, MMS, or any chat app messages, and in their original electronic format or scan of physical documents) between FAMF\* and the City Attorney's office\* or Sup. of Records' office\*, between Jan. 1, 2018 and Sept. 12 2019 (inclusive).

I would like to remind you that you need to indicate for each request above and in all our messages, whether you did or did not have responsive records (separate from whether or not you withheld them). Remember any record retained, owned, used, or prepared by FAMSF must be included. If a city employee possesses a COFAM or FAMF document, you must disclose it. If COFAM or FAMF are holding records prepared or used by FAMSF, you must disclose it. You also must justify each and every withholding or redaction with particularity. Use footnotes or inline markings for example.

At this point you have #5 and #6 from the Sept. 10 requests, the employee directories from earlier today, and these 8 requests above in the pipeline.

We remind you of your obligations to provide electronic records in any format we request them in, as long that format is available to you OR easy to generate (Admin Code 67.21(l)). Therefore, emails exported in the .eml or .msg format with all non-exempt headers, metadata, attachments, etc. are best.

If you choose to convert documents, for example, to PDF or printed format (even though we have specifically requested .eml or .msg formats), to easily redact them, you must still ensure that you have preserved the full content of the original conversation record, which contains many detailed headers beyond the generally used From/To/Subject/Sent/etc.

If you send PDFs, please use only text/search PDFs, not image/scanned PDFs. You must make exact copies of records under the CPRA - do not exclude color, formatting, images, or any other content that may be lost by printing and scanning records incorrectly.

If on the City Attorney's advice or for other reasons, you redact portions of the records, please specifically justify each such redaction with a legal citation (statute, ordinance, or case law). If you withhold metadata/headers, even if you don't visually redact them, you are still withholding and must justify it. If you provide PDFs or printed conversations or give us only a few of the headers or exclude attachments/images, and therefore withhold the other headers/attachments without proper justification, you may be in violation of SF Admin Code 67.21, 67.26, 67.27, Govt Code 6253(a), 6253.9, and/or 6255, and we may challenge your decision in court, before the Supervisor of Records, and/or the Sunshine Ordinance Task Force.

In all cases, please provide only those copies of records available without any fees. If you determine certain records would require fees, please instead provide the required (free) notice of which of those records are available and non-exempt for inspection in-person if we so choose.

Thanks,  
Anonymous

On Sept. 12, 2019:

Subject: RE: California Public Records Act Request: Immediate Disclosure Request - FAMSF/COFAM/FAMF Relationship  
Good Morning Supervisor of Records,

You may disregard the petition #79999 sent late last night from this email address (79999-SupervisorPetition-20190912-b.pdf), and replace it with the attached amended one (79999-SupervisorPetition-20190912-rev2.pdf).

Thanks,  
Anonymous

On Sept. 12, 2019:

Subject: RE: California Public Records Act Request: Immediate Disclosure Request - FAMSF/COFAM/FAMF Relationship  
Supervisor of Records,

Attached is a new SFAC 67.21(d) petition against FAMSF.

Thanks,  
Anonymous

On Sept. 7, 2019:

Subject: California Public Records Act Request: Immediate Disclosure Request - FAMSF/COFAM/FAMF Relationship  
To Whom It May Concern:

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Pursuant to the Sunshine Ordinance and CPRA, I hereby request the following records as 6 Immediate Disclosure Requests from your agency, from COFAM, and from FAMF:

1. all legal/contractual relationships between your agency (or the City as a whole) and Corporation of the Fine Arts Museums of San Francisco (COFAM)
2. all legal/contractual relationships between your agency (or the City as a whole) and Fine Arts Museums Foundation (FAMF)
3. all records of how city employees use IT systems owned or operated by FAMF and/or COFAM
4. all records of how city employees retain records owned, used, or prepared by the city agency, but stored on IT systems owned or operated by FAMF and/or COFAM
5. the last 10 emails from , and the last 10 emails to, Diane B. Wilsey, President, on their official AND personal email (under City of San Jose v Superior Court (2017)) re: the public's business
6. the last 10 emails from , and the last 10 emails to, Belva Davis, Vice President, on their official AND personal email (under City of San Jose v Superior Court (2017)) re: the public's business

We remind you of your obligations to provide electronic records in any format we request them in, as long that format is available to you OR easy to generate (Admin Code 67.21(l)). Therefore, emails exported in the .eml or .msg format with all non-exempt headers, metadata, attachments, etc. are best.

If you choose to convert documents, for example, to PDF or printed format (even though we have specifically requested .eml or .msg formats), to easily redact them, you must still ensure that you have preserved the full content of the original conversation record, which contains many detailed headers beyond the generally used From/To/Subject/Sent/etc.

If you send PDFs, please use only text/search PDFs, not images.

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If you provide PDFs or printed conversations or give us only a few of the headers or exclude attachments/images, and therefore withhold the other headers/attachments without proper justification, you may be in violation of SF Admin Code 67.21, 67.26, 67.27, Govt Code 6253(a), 6253.9, and/or 6255, and we may challenge your decision in court, before the Supervisor of Records, and/or the Sunshine Ordinance Task Force. I have various cases proceeding before the SOTF and Sup. of Records, and intend to vigorously enforce the public's right to record disclosure.

Please provide only those copies of records available without any fees. If you determine certain records would require fees, please instead provide the required (free) notice of which of those records are available and non-exempt for inspection in-person if we so choose.

Remember you must inform us whether there are no responsive records, some fully disclosed records, some fully withheld records, or some partially disclosed/partially withheld/redacted records for each of the individual requests.

Sincerely,

Anonymous

Filed via MuckRock.com

E-mail (Preferred): 79999-25916958@requests.muckrock.com

Upload documents directly: [https://accounts.muckrock.com/accounts/login/?url\\_auth\\_token=AABjfFY0jqPWZbJGNXgcHwE5xqs%](https://accounts.muckrock.com/accounts/login/?url_auth_token=AABjfFY0jqPWZbJGNXgcHwE5xqs%)

2/12/2020

Fine Arts Museums of San Francisco Mail - Re: California Public Records Act Request: Immediate Disclosure Request - FAMSF/COFAM/...

3A1i8VUc%3AOhDG2-EzmkbwpMfedPFZR7j-FU&next=https%3A%2F%2Fwww.muckrock.com%2Faccounts%2Flogin%2F%3Fnext%3D%252Faccounts%252Fagency\_login%252Ffine-arts-museums-of-san-francisco-18604%252Fimmediate-disclosure-request-famsfcfamf-relationship-79999%252F%253Femail%253Dmpowers%252540famsf.org  
Is this email coming to the wrong contact? Something else wrong? Use the above link to let us know.

For mailed responses, please address (see note):

MuckRock News  
DEPT MR 79999  
411A Highland Ave  
Somerville, MA 02144-2516

PLEASE NOTE: This request is not filed by a MuckRock staff member, but is being sent through MuckRock by the above in order to better track, share, and manage public records requests. Also note that improperly addressed (i.e., with the requester's name rather than "MuckRock News" and the department number) requests might be returned as undeliverable.

6 attachments

-  **FAM employeesRoster(IDR#7).xlsx**  
17K
-  **COFAM Employee Roster(IDR#9).xlsx**  
25K
-  **FAMSF Board Roster (IDR#10).pdf**  
78K
-  **FAMF Board Roster (IDR#11).pdf**  
76K
-  **COFAM Board Roster(IDR#12).pdf**  
80K
-  **FAMSF.Response.79999-FAMSF-20190912 (September 13).pdf**  
63K

de Young  
Legion of Honor  
fine arts museums  
of san francisco

Melissa Powers <mpowers@famsf.org>

## RE: California Public Records Act Request: Immediate Disclosure Request - FAMSF/COFAM/FAMF Relationship

1 message

79999-25916958@requests.muckrock.com <79999-25916958@requests.muckrock.com>  
To: mpowers@famsf.org

Thu, Sep 12, 2019 at 10:59 AM

Fine Arts Museums Of San Francisco  
PRA Office  
de Young Museum  
50 Hagiwara Tea Garden Drive  
San Francisco, CA 94118

September 12, 2019

This is a follow up to a previous request:

\*\* Please redact your responses correctly! This is a public mailbox, and all of your responses (including emails, attachments, file shares, and the disclosed records) may be automatically and instantly available to the general public on the MuckRock.com service used to issue this request (though I am not a MuckRock representative). Once you send them to us, there's no going back. \*\*

This is a yet further 3 immediate disclosure requests, from FAMSF, from COFAM, and from FAMF for:

1) a record of FAMSF "transactions" for the period April 2019 to June 2019 (Q2), within the meaning of SFAC 67.29-7(c): "In any contract, agreement or permit between the City and any outside entity that authorizes that entity to demand any funds or fees from citizens, the City shall ensure that accurate records of each transaction are maintained in a professional and businesslike manner and are available to the public as public records under the provisions of this ordinance."

2) a record of COFAM "transactions" for the period April 2019 to June 2019 (Q2), within the meaning of SFAC 67.29-7(c):

3) a record of FAMF "transactions" for the period April 2019 to June 2019 (Q2), within the meaning of SFAC 67.29-7(c):

I would like to remind you that you need to indicate for each request above and in all our messages, whether you did or did not have responsive records (separate from whether or not you withheld them). Remember any record retained, owned, used, or prepared by FAMSF must be included. If a city employee possesses a COFAM or FAMF document, you must disclose it. If COFAM or FAMF are holding records prepared or used by FAMSF, you must disclose it. You also must justify each and every withholding or redaction with particularity. Use footnotes or inline markings for example.

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In all cases, please provide only those copies of records available without any fees. If you determine certain records would require fees, please instead provide the required (free) notice of which of those records are available and non-exempt for inspection in-person if we so choose.

Sincerely,  
Anonymous

Filed via MuckRock.com

E-mail (Preferred): 79999-25916958@requests.muckrock.com

Upload documents directly: [https://accounts.muckrock.com/accounts/login/?url\\_auth\\_token=AABjFY0jqPWZbJGNXgchW5xqs%3A1i8TNE%3AgIWeLqyuP6pyjEhZslmRwwpiNIE&next=https%3A%2F%2Fwww.muckrock.com%2Faccounts%2Flogin%2F%3Fnext%3D%252Faccounts%252Fagency\\_login%252Ffine-arts-museums-of-san-francisco-18604%252Fimmediate-disclosure-request-famsfcofamfamf-relationship-79999%252F%253Femail%253Dmpowers%252540famsf.org](https://accounts.muckrock.com/accounts/login/?url_auth_token=AABjFY0jqPWZbJGNXgchW5xqs%3A1i8TNE%3AgIWeLqyuP6pyjEhZslmRwwpiNIE&next=https%3A%2F%2Fwww.muckrock.com%2Faccounts%2Flogin%2F%3Fnext%3D%252Faccounts%252Fagency_login%252Ffine-arts-museums-of-san-francisco-18604%252Fimmediate-disclosure-request-famsfcofamfamf-relationship-79999%252F%253Femail%253Dmpowers%252540famsf.org)

Is this email coming to the wrong contact? Something else wrong? Use the above link to let us know.

For mailed responses, please address (see note):

MuckRock News  
DEPT MR 79999  
411A Highland Ave  
Somerville, MA 02144-2516

PLEASE NOTE: This request is not filed by a MuckRock staff member, but is being sent through MuckRock by the above in order to better track, share, and manage public records requests. Also note that improperly addressed (i.e., with the requester's name rather than "MuckRock News" and the department number) requests might be returned as undeliverable.

On Sept. 12, 2019:

Subject: RE: California Public Records Act Request: Immediate Disclosure Request - FAMSF/COFAM/FAMF Relationship

\*\* Please redact your responses correctly! This is a public mailbox, and all of your responses (including emails, attachments, file shares, and the disclosed records) may be automatically and instantly available to the general public on the MuckRock.com service used to issue this request (though I am not a MuckRock representative). Once you send them to us, there's no going back. \*\*

This is a yet further 3 immediate disclosure requests, from FAMSF, from COFAM, and from FAMF for:

- 1) the SB 272/ Gov Code 6270.5 enterprise systems catalog for FAMSF you are required to create and disclose. Please provide a copy in PDF or spreadsheet format; do not provide a URL.
- 2) the SB 272/ Gov Code 6270.5 enterprise systems catalog for COFAM you are required to create and disclose. Please provide a copy in PDF or spreadsheet format; do not provide a URL.
- 3) the SB 272/ Gov Code 6270.5 enterprise systems catalog for FAMF you are required to create and disclose. Please provide a copy in PDF or spreadsheet format; do not provide a URL.

I would like to remind you that you need to indicate for each request above and in all our messages, whether you did or did not have responsive records (separate from whether or not you withheld them). Remember any record retained, owned, used, or prepared by FAMSF must be included. If a city employee possesses a COFAM or FAMF document, you must disclose it. If COFAM or FAMF are holding records prepared or used by FAMSF, you must disclose it. You also must justify each and every withholding or redaction with particularity. Use footnotes or inline markings for example.

We remind you of your obligations to provide electronic records in any format we request them in, as long that format is available to you OR easy to generate (Admin Code 67.21(l)).

If you send PDFs, please use only text/search PDFs, not image/scanned PDFs. You must make exact copies of records under the CPRA - do not exclude color, formatting, images, or any other content that may be lost by printing and scanning records incorrectly.

If on the City Attorney's advice or for other reasons, you redact portions of the records, please specifically justify each such redaction with a legal citation (statute, ordinance, or case law). If you withhold metadata/headers, even if you don't visually redact them, you are still withholding and must justify it. If you provide PDFs or printed conversations or give us only a few of the headers or exclude attachments/images, and therefore withhold the other headers/attachments without proper justification, you may be in violation of SF Admin Code 67.21, 67.26, 67.27, Govt Code 6253(a), 6253.9, and/or 6255, and we may challenge your decision in court, before the Supervisor of Records, and/or the Sunshine Ordinance Task Force.

In all cases, please provide only those copies of records available without any fees. If you determine certain records would require fees, please instead provide the required (free) notice of which of those records are available and non-exempt for inspection in-person if we so choose.

Sincerely,  
Anonymous

On Sept. 12, 2019:

Subject: RE: California Public Records Act Request: Immediate Disclosure Request - FAMSF/COFAM/FAMF Relationship

\*\* Please redact your responses correctly! This is a public mailbox, and all of your responses (including emails, attachments, file shares, and the disclosed records) may be automatically and instantly available to the general public on the MuckRock.com service used to issue this request (though I am not a MuckRock representative). Once you send them to us, there's no going back. \*\*

First, I have attached as a courtesy a Sup. of Records petition filed earlier today against your agency FAMSF. I intend to appeal any of your records withholdings or failure to provide records under the guise that they are COFAM or FAMF records at every available level of remedy, whether Sup. of Records, SOTF, or Superior Court.

Second, this is a yet further set of IMMEDIATE DISCLOSURE REQUESTS for each of the following, from each of FAMSF, COFAM, and FAMF:

- a) all correspondence (including all attachments, exhibits, memos, metadata, headers, emails, physical mail/notes, text, SMS, MMS, or any chat app messages, and in their original electronic format or scan of physical documents) between FAMSF\* (the asterisk here and below means this request includes each and every employee, board member, or officer in addition to the entity as a whole, and also requires a City of San Jose v Superior Court (2017) search of private property for records re: the public's business) and Robert M. Smith between Jan. 1, 2018 and Sept. 12 2019 (inclusive)
- b) all correspondence (including all attachments, exhibits, memos, metadata, headers, emails, physical mail/notes, text, SMS, MMS, or any chat app messages, and in their original electronic format or scan of physical documents) between COFAM\* and Mr. Smith between Jan. 1, 2018 and Sept. 12 2019 (inclusive)
- c) all correspondence (including all attachments, exhibits, memos, metadata, headers, emails, physical mail/notes, text, SMS, MMS, or any chat app messages, and in their original electronic format or scan of physical documents) between FAMF\* and Mr. Smith between Jan. 1, 2018 and Sept. 12 2019 (inclusive)
- d) all correspondence (including all attachments, exhibits, memos, metadata, headers, emails, physical mail/notes, text, SMS, MMS, or any chat app messages, and in their original electronic format or scan of physical documents) between FAMSF\* and COFAM\* re: {Mr. Smith or his requests/complaints, or the Sunshine Ordinance, or CPRA} between Jan. 1, 2018 and Sept. 12 2019 (inclusive). Use the following case insensitive query: "smith" OR "cpra" OR "sunshine"
- e) all correspondence between FAMSF\* and FAMF\* re: {Mr. Smith or his requests/complaints, or the Sunshine Ordinance, or CPRA} Jan. 1, 2018 and Sept. 12 2019 (inclusive). Use the following case insensitive query: "smith" OR "cpra" OR "sunshine"

2/12/2020

Fine Arts Museums of San Francisco Mail - RE: California Public Records Act Request: Immediate Disclosure Request - FAMSF/COFAM...

- f) all correspondence (including all attachments, exhibits, memos, metadata, headers, emails, physical mail/notes, text, SMS, MMS, or any chat app messages, and in their original electronic format or scan of physical documents) between FAMSF\* and the City Attorney's office\* or Sup. of Records' office\*, between Jan. 1, 2018 and Sept. 12 2019 (inclusive). I anticipate you may use Attorney-Client privilege as a shield here. However: the City has waived the privilege if you already provided any of these communications to anyone else, whether that anyone is Mr. Smith or private entities COFAM or FAMF. If you waived the privilege by providing the record to member of the public Mr. Smith, that record is now permanently a public record and you must also give it to me (Gov Code 6254.5). If FAMF or COFAM or their employees have the purportedly privileged communication (for example by including them in an email thread or cc-ing or bcc-ing or forwarding the message to them), you also have waived the privilege and must provide me the documents. If the City's argument for privilege is that the City Attorney is also representing FAMF or COFAM, then also produce records of such a contract (your MOU says no such thing) and every associated invoice (which is not protected by privilege). If no such contract exists, and the representation is provided for free by the City to these private entities, a variety of other statutes regarding use of public funds for a private purpose may be in play.
- g) all correspondence (including all attachments, exhibits, memos, metadata, headers, emails, physical mail/notes, text, SMS, MMS, or any chat app messages, and in their original electronic format or scan of physical documents) between COFAM\* and the City Attorney's office\* or Sup. of Records' office\*, between Jan. 1, 2018 and Sept. 12 2019 (inclusive).
- h) all correspondence (including all attachments, exhibits, memos, metadata, headers, emails, physical mail/notes, text, SMS, MMS, or any chat app messages, and in their original electronic format or scan of physical documents) between FAMF\* and the City Attorney's office\* or Sup. of Records' office\*, between Jan. 1, 2018 and Sept. 12 2019 (inclusive).

I would like to remind you that you need to indicate for each request above and in all our messages, whether you did or did not have responsive records (separate from whether or not you withheld them). Remember any record retained, owned, used, or prepared by FAMSF must be included. If a city employee possesses a COFAM or FAMF document, you must disclose it. If COFAM or FAMF are holding records prepared or used by FAMSF, you must disclose it. You also must justify each and every withholding or redaction with particularity. Use footnotes or inline markings for example.

At this point you have #5 and #6 from the Sept. 10 requests, the employee directories from earlier today, and these 8 requests above in the pipeline.

We remind you of your obligations to provide electronic records in any format we request them in, as long that format is available to you OR easy to generate (Admin Code 67.21(l)). Therefore, emails exported in the .eml or .msg format with all non-exempt headers, metadata, attachments, etc. are best.

If you choose to convert documents, for example, to PDF or printed format (even though we have specifically requested .eml or .msg formats), to easily redact them, you must still ensure that you have preserved the full content of the original conversation record, which contains many detailed headers beyond the generally used From/To/Subject/Sent/etc.

If you send PDFs, please use only text/search PDFs, not image/scanned PDFs. You must make exact copies of records under the CPRA - do not exclude color, formatting, images, or any other content that may be lost by printing and scanning records incorrectly.

If on the City Attorney's advice or for other reasons, you redact portions of the records, please specifically justify each such redaction with a legal citation (statute, ordinance, or case law). If you withhold metadata/headers, even if you don't visually redact them, you are still withholding and must justify it. If you provide PDFs or printed conversations or give us only a few of the headers or exclude attachments/images, and therefore withhold the other headers/attachments without proper justification, you may be in violation of SF Admin Code 67.21, 67.26, 67.27, Govt Code 6253(a), 6253.9, and/or 6255, and we may challenge your decision in court, before the Supervisor of Records, and/or the Sunshine Ordinance Task Force.

In all cases, please provide only those copies of records available without any fees. If you determine certain records would require fees, please instead provide the required (free) notice of which of those records are available and non-exempt for inspection in-person if we so choose.

Thanks,  
Anonymous

On Sept. 12, 2019:  
Subject: RE: California Public Records Act Request: Immediate Disclosure Request - FAMSF/COFAM/FAMF Relationship  
Good Morning Supervisor of Records,

You may disregard the petition #79999 sent late last night from this email address (79999-SupervisorPetition-20190912-b.pdf), and replace it with the attached amended one (79999-SupervisorPetition-20190912-rev2.pdf).

Thanks,  
Anonymous

On Sept. 12, 2019:  
Subject: RE: California Public Records Act Request: Immediate Disclosure Request - FAMSF/COFAM/FAMF Relationship  
Supervisor of Records,

Attached is a new SFAC 67.21(d) petition against FAMSF.

Thanks,  
Anonymous

On Sept. 12, 2019:

Subject: RE: California Public Records Act Request: Immediate Disclosure Request - FAMSF/COFAM/FAMF Relationship

\*\* Please redact your responses correctly! This is a public mailbox, and all of your responses (including emails, attachments, file shares, and the disclosed records) may be automatically and instantly available to the general public on the MuckRock.com service used to issue this request (though I am not a MuckRock representative). Once you send them to us, there's no going back. \*\*

I have seen the various numerous arguments your agency has had with Mr. Smith before the SOTF. I have no idea why the relationship between a city agency and COFAM and FAMF is simultaneously so interlocked/complex but also completely non-transparent, and I will be taking a fresh look at forcing the city to legally turn over all public records associated with this relationship, no matter where they are, whether at the Task Force or in Superior Court.

Keep in mind you must turn over all documents prepared, owned, used, OR retained by your agency. So if the City ever prepared or used the records, you must turn them over whether or not they are owned or retained by your agency (as it appears you seem to believe FAMF/COFAM own or retain them instead of you). City of San Jose vs Superior Court (2017) is very clear that individual employees cannot shield records from disclosure by putting them on private property; there is no way that entire corporations can shield public records from disclosure by putting them on private property.

This is a further IMMEDIATE DISCLOSURE REQUEST from FAMSF, from FAMF, and from COFAM:

1. full employee directory with name, title, and email of all FAMSF employees
2. full employee directory with name, title, and email of all FAMF employees
3. full employee directory with name, title, and email of all COFAM employees
4. full officer/board/trustees directory with name, title, and email of all FAMSF officers/board/trustees
5. full officer/board/trustees directory with name, title, and email of all FAMF officers/board/trustees
6. full officer/board/trustees directory with name, title, and email of all COFAM officers/board/trustees

If any FAMSF city employee possesses any of the records about FAMF or COFAM employees/officers you must turn them over. The relevant question is NOT what the content or topic of the records is - the only issue is whether the City prepared, owned, used, or retained the records. If any City employee has used any of this information you must turn it over.

Thanks,  
Anonymous

On Sept. 7, 2019:

Subject: California Public Records Act Request: Immediate Disclosure Request - FAMSF/COFAM/FAMF Relationship

To Whom It May Concern:

\*\* Please redact your responses correctly! This is a public mailbox, and all of your responses (including emails, attachments, file shares, and the disclosed records) may be automatically and instantly available to the general public on the MuckRock.com service used to issue this request (though I am not a MuckRock representative). Once you send them to us, there's no going back. \*\*

Pursuant to the Sunshine Ordinance and CPRA, I hereby request the following records as 6 Immediate Disclosure Requests from your agency, from COFAM, and from FAMF:

1. all legal/contractual relationships between your agency (or the City as a whole) and Corporation of the Fine Arts Museums of San Francisco (COFAM)
2. all legal/contractual relationships between your agency (or the City as a whole) and Fine Arts Museums Foundation (FAMF)
3. all records of how city employees use IT systems owned or operated by FAMF and/or COFAM
4. all records of how city employees retain records owned, used, or prepared by the city agency, but stored on IT systems owned or operated by FAMF and/or COFAM
5. the last 10 emails from , and the last 10 emails to, Diane B. Wilsey, President, on their official AND personal email (under City of San Jose v Superior Court (2017)) re: the public's business
6. the last 10 emails from , and the last 10 emails to, Belva Davis, Vice President, on their official AND personal email (under City of San Jose v Superior Court (2017)) re: the public's business

We remind you of your obligations to provide electronic records in any format we request them in, as long that format is available to you OR easy to generate (Admin Code 67.21(l)). Therefore, emails exported in the .eml or .msg format with all non-exempt headers, metadata, attachments, etc. are best.

If you choose to convert documents, for example, to PDF or printed format (even though we have specifically requested .eml or .msg formats), to easily redact them, you must still ensure that you have preserved the full content of the original conversation record, which contains many detailed headers beyond the generally used From/To/Subject/Sent/etc.

If you send PDFs, please use only text/search PDFs, not images.

If on the City Attorney's advice or for other reasons, you redact portions of the metadata/headers, please specifically justify each such redaction with a legal citation (statute, ordinance, or case law).

If you provide PDFs or printed conversations or give us only a few of the headers or exclude attachments/images, and therefore withhold the other headers/attachments without proper justification, you may be in violation of SF Admin Code 67.21, 67.26, 67.27, Govt Code 6253(a), 6253.9, and/or 6255, and we may challenge your decision in court, before the Supervisor of Records, and/or the Sunshine Ordinance Task Force. I have various cases proceeding before the SOTF and Sup. of Records, and intend to vigorously enforce the public's right to record disclosure.

Please provide only those copies of records available without any fees. If you determine certain records would require fees, please instead provide the required (free) notice of which of those records are available and non-exempt for inspection in-person if we so choose.

2/12/2020 Fine Arts Museums of San Francisco Mail - RE: California Public Records Act Request: Immediate Disclosure Request - FAMSF/COFAM...

Remember you must inform us whether there are no responsive records, some fully disclosed records, some fully withheld records, or some partially disclosed/partially withheld/redacted records for each of the individual requests.

Sincerely,

Anonymous

Filed via MuckRock.com

E-mail (Preferred): 79999-25916958@requests.muckrock.com

Upload documents directly: [https://accounts.muckrock.com/accounts/login/?url\\_auth\\_token=AABjfFY0jqPWZbJGNXgcHwE5xqs%3A1i8TNE%3AgiWeLqyuP6pyjEhZsImRwwpiNiE&next=https%3A%2F%2Fwww.muckrock.com%2Faccounts%2Flogin%2F%3Fnext%3D%252Faccounts%252Fagency\\_login%252Ffine-arts-museums-of-san-francisco-18604%252Fimmediate-disclosure-request-famsfcfamfamf-relationship-79999%252F%253Femail%253Dpowers%252540famst.org](https://accounts.muckrock.com/accounts/login/?url_auth_token=AABjfFY0jqPWZbJGNXgcHwE5xqs%3A1i8TNE%3AgiWeLqyuP6pyjEhZsImRwwpiNiE&next=https%3A%2F%2Fwww.muckrock.com%2Faccounts%2Flogin%2F%3Fnext%3D%252Faccounts%252Fagency_login%252Ffine-arts-museums-of-san-francisco-18604%252Fimmediate-disclosure-request-famsfcfamfamf-relationship-79999%252F%253Femail%253Dpowers%252540famst.org)

Is this email coming to the wrong contact? Something else wrong? Use the above link to let us know.

For mailed responses, please address (see note):

MuckRock News

DEPT MR 79999

411A Highland Ave

Somerville, MA 02144-2516

PLEASE NOTE: This request is not filed by a MuckRock staff member, but is being sent through MuckRock by the above in order to better track, share, and manage public records requests. Also note that improperly addressed (i.e., with the requester's name rather than "MuckRock News" and the department number) requests might be returned as undeliverable.

Last	First Name
Agcaoili	Benido
Aguiar	Scott
Allen	Kevin
Alvarez	Issel
Aquino	Joven
Atanacio	Jeffrey
Atkins	Beverly
Badger	Michael
Bandong	Nerissa Victoria
Bastida	Samuel
Betwee	Ingrid Abigail
Bhatti	Altaf
Bhuller	Gurshamsher
Blunt	Naomi
Boone	Zenell
Bravo	Daniel
Breuer	Karin
Brown	Terrell
Brown	William
Burket	John
Butterfield	Ryan
Caballero	Ruel Fabian
Campbell	Thomas
Campbell	Derrick
Carrillo	Hernan
Causo Cabero	Jorge
Cayabyab	Melissa
Celso	Earl
Cenit	Jomarsan
Cenit	Maria Teresa
Chan	William
Chen	Devon Y
Chinn	Bruce
Cho	Diana
Chu	Erica
Clemente	Alexander
Cobb	Robert
Coffey	Jane
Cooper	Rochelle
Curran	Joseph
Dadabhoai	Muhammed
Daigle	Erick David
Davidbrown	Godffrey

Davis	Teresa
Defors	Douglas
Deguzman	Albert
Dela Rosa	Mike
Denton	Benjamin
Dias	Michael
Dizon	Andrew
Douglas	Jermaine
Douglas	Steven
Dunn	Kellan
Espadilla	Jeffrey
Estival	Nelson
Evans	Charles
Fairley	Rickey
Farraj	Thaer
Favenir	Nelson
Favre	Tyler
Fernandes	Joseph
Finigan	Mark
Flowers III	James
Freeman	Christian
Fung	Bruce
Gacheru	Wallace
Galicia	Robert
Gatlin	John
Gaytan	Marlon
Gee	Peter
Gill	Michael
Gonzales	Harold
Goswami	Ashok
Grant	Demario
Gray	Hugo
Gray	Jeanette
Hailemichael	Philipos
Harden	Reynard
Hill	Rommuil
Hu	Ellen
Ireneo	Rosita
Iturribarria	Ezra
Johnson	Raina
Joiyah	Mohammad
Jones	Christopher
Jones	Corey
Jones	Jason
Jones	Jessica

Kabera	Julius
Karo	Morris
Kelly	Joan
King	Lynn Sharon
Kirby	Christopher
Kishore	Gayatri
Lacayo	Arnoldo
Lacebal Jr	Gualberto
Lahlou	Fatima
Laktebi	Soumia
Lee	Helen
Lei	Un C
Lewis	Demario
Lewis	Sheronda
Lingad	Christian
Lopez	Mayra
Lowe	Ethel
Lucas	Romualdo
Lumas	Enriqueta
Magtibay	Romulo
Maldonado	John
Marshall	Robert
Martin	Johnny
Matanguihan	John
Matthews	Iquawe
McDonald	Woodrow
Meisel	Gerald
Melton	Cheryl
Mensah	Jacob
Mesina	Ferdinand
Mok	Jane
Moody	Stepa
Mora	Jorge
Motley	James
Murphy	Carol
Muwwakkil	Shana
Natal	Ana
Oblanca	Michael
Pamudji	Djajadi
Parks	Roger
Phillips	Melvin
Pualengco	Kevin
Pusung	Michael
Rames	Elise
Rashid	Mazhar

Robinson-Cotton	Ericka
Rodriguez	Ramiro
Romero	Diana
Rose	Michael
Rozewicz	Rebecca
Sahni	Sushil
Sanchez	Maryann
Santos	Robert
Sayeg	Amjad
Serrano	Ahmad
Serrano	Alejandro
Serrano	Ricardo
Shaikh	Ghulam
Shannon	Tabari
Shilov	Viacheslav
Silot	Charletta
Silva	Clovis
Singh	Jasvir
Sitou	Ken Kuok Long
Smalarz	Edward
Smith	Lowana
Smith	Michael
Smithwick	Patrick
Stone	Kenneth
Taay	Gay
Tamboong	Dennis
Tamching	Mary
Tan	Connie
Tan	Reynaldo
Tan	Kelvin
Tatola	Patrick
Terry	Roland
Thomas	Eric
Thomas	James
Tiomico	Serafin
Toji	Larry
Torrano	Biagio
Tutson	Deborah
USI	Marina
van Ewijk	Eugenia
Van Noland	Paul
Veynberg	Boris
Villa	Francisco
Walen	Leonard

Weber	David
Weed	Daiquiri
White	Termon Lorenzo
White	Winston
Whitley	Monica
Williams	Ramon
Williams	Ineva
Wong	Jeffrey
Wong	Danny
Wong	Darwin
Woo	Sam

Job Title	
Museum Guard	BAgcaoili@famsf.org
Stationary Engineer	saguiar@famsf.org
Museum Security Supervisor	kallen@famsf.org
Museum Guard	IAlvarez@famsf.org
Security Guard	JAquino@famsf.org
Museum Guard	jatanacio@famsf.org
Museum Security Supervisor	batkins@famsf.org
Buildings And Grounds Maintenance Superintendent	mbadger@famsf.org
Museum Guard	NBandong@famsf.org
Security Guard	SBastida@famsf.org
Admission Attendant	bbetwee@famsf.org
Senior Stationary Engineer	abhatti@famsf.org
Security Guard	gbhuller@famsf.org
Museum Guard	NBlunt@famsf.org
Museum Guard	ZBoone@famsf.org
Stationary Engineer	dbravo@famsf.org
Manager I	kbreuer@famsf.org
Security Guard	tlbrown@famsf.org
Security Guard	WBrown@famsf.org
Admission Attendant	JBurket@famsf.org
Chief Preparator	RButterfield@famsf.org
Museum Guard	RCaballero@famsf.org
Dept Head III	tcampbell@famsf.org
Security Guard	DCampbell@famsf.org
Security Guard	HCarillo@famsf.org
Security Guard	JCabero@famsf.org
Principal Human Resources Analyst	mcayabyab@famsf.org
Museum Guard	ECelso@famsf.org
Museum Guard	jcenit@famsf.org
Museum Guard	mcenit@famsf.org
Security Guard	WChan@famsf.org
Admission Attendant	DChen@famsf.org
Stationary Engineer	bchinn@famsf.org
Museum Guard	DCho@famsf.org
Admission Attendant	echu@famsf.org
Security Guard	aclemente@famsf.org
Museum Guard	RCobb@famsf.org
Museum Guard	jcoffey@famsf.org
Museum Security Supervisor	RCooper@famsf.org
Stationary Engineer	jcurran@famsf.org
Security Guard	mdadabhoai@famsf.org
Museum Guard	edaigle@famsf.org
Museum Guard	GDavidbrown@famsf.org

Museum Guard	tdavis@famsf.org
Associate Museum Registrar	ddefors@famsf.org
Museum Security Supervisor	adeguzman@famsf.org
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Museum Guard	MDias@famsf.org
Museum Guard	ADizon@famsf.org
Security Guard	jdouglas@famsf.org
Museum Guard	SDouglas@famsf.org
Museum Guard	KDunn@famsf.org
Museum Guard	jespadilla@famsf.org
Museum Guard	NEstival@famsf.org
Museum Guard	cevans@famsf.org
Museum Guard	RFairley@famsf.org
Security Guard	TFarraj@famsf.org
Museum Guard	NFavenir@famsf.org
Security Guard	TFavre@famsf.org
Museum Guard	JFernandes@famsf.org
Security Guard	MFinigan@famsf.org
Museum Guard	Jflowers@famsf.org
Museum Guard	CFreeman@famsf.org
Museum Guard	BFung@famsf.org
Museum Guard	wgacheru@famsf.org
Museum Guard	rgalicia@famsf.org
Security Guard	jgatlin@famsf.org
Security Guard	MGaytan@famsf.org
Security Guard	PGee@famsf.org
Manager of Museum Security Services	MGill@famsf.org
Museum Guard	HGonzales@famsf.org
Museum Guard	AGoswami@famsf.org
Museum Guard	DGrant@famsf.org
Manager I	hgray@famsf.org
Admission Attendant	JGray@famsf.org
Museum Guard	PHailemichael@famsf.org
Museum Guard	RHarden@famsf.org
Museum Guard	RHill@famsf.org
Accountant III	ehu@famsf.org
Museum Guard	Rlreneo@famsf.org
Museum Guard	Elturribarria@famsf.org
Museum Guard	rejohnson@famsf.org
Museum Guard	MJoiyah@famsf.org
Buildings And Grounds Maintenance Supervisor	cjones@famsf.org
Security Guard	cmjones@famsf.org
Security Guard	jjones@famsf.org
Security Guard	jijones@famsf.org

Museum Guard	jkabera@famsf.org
Security Guard	mkaro@famsf.org
Admission Attendant	jkelly@famsf.org
Admission Attendant	lking@famsf.org
Museum Guard	ckirby@famsf.org
Admission Attendant	gkishore@famsf.org
Security Guard	ALacayo@famsf.org
Museum Guard	GLacebal@famsf.org
Security Guard	flahlou@famsf.org
Security Guard	slaktebi@famsf.org
Admission Attendant	HLee@famsf.org
Admission Attendant	ulei@famsf.org
Museum Guard	DLewis@famsf.org
Museum Guard	SThomas@famsf.org
Security Guard	clingad@famsf.org
Museum Guard	mlopez@famsf.org
Security Guard	elowe@famsf.org
Museum Guard	RLucas@famsf.org
Admission Attendant	ELumas@famsf.org
Museum Guard	rmagtibay@famsf.org
Museum Guard	JMaldonado@famsf.org
Museum Guard	RMarshall@famsf.org
Museum Guard	JMartin@famsf.org
Museum Guard	JMatanguihan@famsf.org
Museum Guard	IMatthews@famsf.org
Museum Guard	WMcdonald@famsf.org
Museum Guard	GMeisel@famsf.org
Museum Guard	CMelton@famsf.org
Museum Guard	JMensah@famsf.org
Museum Guard	FMesina@famsf.org
Museum Guard	jmok@famsf.org
Admission Attendant	SMoody@famsf.org
Security Guard	JMora@famsf.org
Stationary Engineer	jmotley@famsf.org
Security Guard	cmurphy@famsf.org
Admission Attendant	SMuwwakkil@famsf.org
Museum Guard	anatal@famsf.org
Security Guard	MOblanca@famsf.org
Museum Guard	DPamudji@famsf.org
Museum Guard	rparks@famsf.org
Admission Attendant	MPhillips@famsf.org
Museum Guard	KPualengco@famsf.org
Security Guard	mpusung@famsf.org
Security Guard	ERames@famsf.org
Museum Guard	mrashid@famsf.org
Senior Statioanry Engineer	

Museum Guard	ErikaR@famsf.org
Museum Security Supervisor	rrodiguez@famsf.org
Museum Guard	DRomero@famsf.org
Museum Guard	MRose@famsf.org
Museum Guard	rrozewicz@famsf.org
Museum Guard	SSahni@famsf.org
Admission Attendant	MSachez@famsf.org
Museum Guard	RSantos@famsf.org
Museum Guard	ASayeg@famsf.org
Museum Guard	ASerrano@famsf.org
Museum Guard	AlejandroS@famsf.org
Museum Guard	rserrano@famsf.org
Stationary Engineer	gshaikh@famsf.org
Manager II	tshannon@famsf.org
Museum Guard	VShilov@famsf.org
Security Guard	CSilot@famsf.org
Museum Guard	CSilva@famsf.org
Security Guard	JSingh@famsf.org
Security Guard	ksitou@famsf.org
Museum Guard	ESmalarz@famsf.org
Museum Guard	lsmith@famsf.org
Museum Guard	MSmith@famsf.org
Museum Security Supervisor	psmithwick@famsf.org
Museum Guard	KStone@famsf.org
Security Guard	GTaay@famsf.org
Security Guard	dtamboong@famsf.org
Admission Attendant	MTamching@famsf.org
Senior Payroll & Personnel Clerk	ctan@famsf.org
Stationary Engineer	RTan@famsf.org
Museum Guard	KTan@famsf.org
Stationary Engineer	PTatola@famsf.org
Museum Guard	RTerry@famsf.org
Museum Guard	EThomas@famsf.org
Museum Guard	jthomas@famsf.org
Museum Guard	stiomico@famsf.org
Museum Guard	ltoji@famsf.org
Museum Guard	btorrano@famsf.org
Museum Guard	dtutson@famsf.org
Museum Guard	mtellias@famsf.org
Security Guard	eng@famsf.org
Security Guard	PVanNoland@famsf.org
Security Guard	BVeynberg@famsf.org
Museum Guard	FVilla@famsf.org
Stationary Engineer	swalen@famsf.org

Security Guard	DWeber@famsf.org
Security Guard	DWeed@famsf.org
Museum Guard	TermonW@famsf.org
Museum Guard	wwhite@famsf.org
Museum Guard	mwhitley@famsf.org
Senior Human Resources Analyst	rwilliams@famsf.org
Security Guard	jwilliams@famsf.org
Admission Attendant	JWong@famsf.org
Security Guard	dannyw@famsf.org
Security Guard	dwong@famsf.org
Museum Guard	swoo@famsf.org

**FINE ARTS MUSEUMS OF SAN FRANCISCO  
(FAMSF)  
BOARD OF TRUSTEES**

1. Janet Barnes [jbarnes@stifel.com](mailto:jbarnes@stifel.com)
2. Zachary S. Bogue
3. Carol N. Bonnie
4. Tracy Burris
5. Jack Calhoun
6. David Chung
7. Katherine Harbin Clammer [kateharbin@source-cap.com](mailto:kateharbin@source-cap.com)
8. Marc P. Cruciger, M.D.
9. Belva Davis, Vice President
10. Juliet de Baubigny (Leave of Absence) [jdeb@kpcb.com](mailto:jdeb@kpcb.com)
11. Denise Fitch
12. David Fraze
13. Frankie Jacobs Gillette
14. Wheeler S. Griffith [wsimmons@ellisonandcompany.com](mailto:wsimmons@ellisonandcompany.com)
15. Cynthia Fry Gunn
16. Lauren Hall
17. Lucy Young Hamilton
18. Holly Johnson Harris
19. Gretchen B. Kimball
20. Yasunobu Kyogoku [yk@innovationglobal.com](mailto:yk@innovationglobal.com)
21. Kathryn Lasater
22. Amy McKnight
23. Bryan Meehan (Leave of Absence)
24. Jason Moment, President [jmoment@routeonepartners.com](mailto:jmoment@routeonepartners.com)
25. Carl Pascarella [cpascarella@advisorstpg.com](mailto:cpascarella@advisorstpg.com)
26. Heather Preston, M.D. [heather@pivotalbiopv.com](mailto:heather@pivotalbiopv.com)
27. Lisa Sardegna
28. Richard Scheller, Ph.D. [richard@23andme.com](mailto:richard@23andme.com)
29. David Shimmon [dshimmon@fcssf.com](mailto:dshimmon@fcssf.com)
30. David Spencer [dspencer@senspa.com](mailto:dspencer@senspa.com)
31. Jeana Toney [jeana@gravitate.com](mailto:jeana@gravitate.com)
32. David Wadhwanı [david@appdynamics.com](mailto:david@appdynamics.com)
33. Lisa Zanze
34. Mayor London Breed (ex-officio)
35. Mark Buell, President, Recreation and Parks Commission (ex-officio)

Diane B. Wilsey, Chair Emerita

Megan Bourne Executive Secretary to the Board [mbourne@famsf.org](mailto:mbourne@famsf.org)

Trustee List as of 6-4-2019

**FINE ARTS FOUNDATION  
(FAMF)  
BOARD OF TRUSTEES**

1. Alexandria J. Ashdown
2. Charles Crocker
3. Marc Cruciger, Collections
4. George Hecksher, Vice President
5. Debbie Jorgensen, Secretary
6. Lorna F. Meyer, President
7. Gary Shansby
8. David Soward, Treasurer
9. Marvin Tseu
10. Paul A. Violich
11. Jason Moment, ex officio

Diane B. Wilsey, ex officio, COFAM Chair Emerita

Fiscal Officer Jason Seifer [jseifer@famsf.org](mailto:jseifer@famsf.org)

**CORPORATION OF THE FINE ARTS MUSEUMS  
(COFAM)  
BOARD OF TRUSTEES**

1. Alexandria J. Ashdown\*
2. Janet Barnes
3. Zachary S. Bogue
4. Carol N. Bonnie
5. Tracy Burris
6. Jack Calhoun, Vice Chair
7. David Chung
8. Katherine Harbin Clammer
9. Charles Crocker\* [ccrocker@cccapital.us](mailto:ccrocker@cccapital.us)
10. Marc P. Cruciger, M.D.\*
11. Belva Davis
12. Juliet de Baubigny (Leave of Absence)
13. Denise Fitch
14. David Fraze, Treasurer
15. Frankie Jacobs Gillette
16. Wheeler S. Griffith
17. Cynthia Fry Gunn
18. Lauren Hall
19. Lucy Young Hamilton
20. Holly Johnson Harris
21. George Hecksher\*
22. Debbie Jorgensen\* [debbie\\_jorgensen@ml.com](mailto:debbie_jorgensen@ml.com)
23. Gretchen B. Kimball
24. Yasunobu Kyogoku
25. Kathryn Lasater
26. Amy McKnight
27. Bryan Meehan (Leave of Absence)
28. Lorna F. Meyer\* [lorna\\_meyer@ml.com](mailto:lorna_meyer@ml.com)
29. Jason Moment, Chair
30. Carl Pascarella, Vice Chair
31. Heather Preston, M.D.
32. Lisa Sardegna
33. Richard Scheller, Ph.D.
34. Gary Shansby\*
35. David Shimmon
36. David Soward\* [dshimmon@fcssf.com](mailto:dshimmon@fcssf.com)
37. David Spencer
38. Jeana Toney jeana
39. Marvin Tseu\* [marv@propelmedia.com](mailto:marv@propelmedia.com)
39. Paul A. Violich\*
40. David Wadhwan
41. Lisa Zanze

Diane B. Wilsey, Chair Emerita

\*Foundation Trustee

Megan Bourne Executive Secretary to the Board [mbourne@famsf.org](mailto:mbourne@famsf.org)

FAMSF RESPONSE 9/13/19

79999-25916958@requests.muckrock.com (Anonymous requestor).

Fine Arts Museums of San Francisco; Corporation of the Fine Arts Museums; Fine Arts Museums Foundation Custodian of Records and/or Corporate Secretary 50 Hagiwara Tea Garden Drive San Francisco CA 94118 mpowers@famsf.org sent via email

Our ref.

Date #79999

2019-09-12

RE: SF Sunshine Ordinance request - ref #79999- Immediate Disclosure Request

To the FAMSF, COFAM, and FAMF:

NOTE: Please redact your responses correctly! This is a public mailbox, and all of your responses (including emails, attachments, file shares, and the disclosed records) may be automatically and instantly available to the general public on the MuckRock.com service used to issue this request (though I am not a MuckRock representative). Once you send them to us, there's no going back.

For your convenience, I am memorializing all requests made by me between Sept. 10 and 12 in this letter. This letter supersedes those prior emails – please use the numbers below to refer to the requests.

Pursuant to the Sunshine Ordinance and CPRA, I hereby request the following records as 26 distinct Immediate Disclosure Requests from FAMSF, from COFAM, and from FAMF. They are each a separate request. Deadlines, rolling production, determination of immediacy of response, and any assertion of the so-called “rule of reason” to delay responses must apply to the volume of responses required by each request separately. If you fail to do so, I will need to send each request individually and then receive that treatment.

Previously sent, Dated Sept. 10:

1. All legal/contractual relationships between your agency (or the City as a whole) and Corporation of the Fine Arts Museums of San Francisco (COFAM)

**Responded September 11.**

2. all legal/contractual relationships between your agency (or the City as a whole) and Fine Arts Museums Foundation (FAMF)

**Responded September 11.**

3. all records of how city employees use IT systems owned or operated by FAMF and/or COFAM

**Responded September 11.**

4. all records of how city employees retain records owned, used, or prepared by the city agency, but stored on IT systems owned or operated by FAMF and/or COFAM

**Responded September 11.**

5. The last 10 emails from , and the last 10 emails to, Diane B. Wilsey, President, on their official AND personal email (under City of San Jose v Superior Court (2017)) re: the public's business

**Responded September 11; Will respond by Sep 20**

6. The last 10 emails from , and the last 10 emails to, Belva Davis, Vice President, on their official AND personal email (under City of San Jose v Superior Court (2017)) re: the public's business .

**Responded September 11; Will respond by Sep 20**

Previously sent, Dated Sept. 12:

7. Full employee directory with name, title, and email of all FAMSF employees

**Roster attached.**

8. Full employee directory with name, title, and email of all FAMF employees

No such record exists as there are no FAMF employees.

9. Full employee directory with name, title, and email of all COFAM employees

**Roster attached.**

10. Full officer/board/trustees directory with name, title, and email of all FAMSF officers/board/trustees

**Roster attached.** A roster of FAMSF trustees is provided, officers indicated and business emails listed where available.

11. Full officer/board/trustees directory with name, title, and email of all FAMF officers/board/trustees

**Roster attached.** A roster of FAMF trustees is provided, officers indicated.

12. Full officer/board/trustees directory with name, title, and email of all COFAM officers/board/trustees

**Roster attached.** A roster of COFAM trustees is provided, officers indicated and business emails listed where available.

13. All correspondence (including all attachments, exhibits, memos, metadata, headers, emails, physical mail/notes, text, SMS, MMS, or any chat app messages, and in their original electronic format or scan of physical documents) between FAMSF\* (the asterisk here and below means this request includes each and every employee, board member, or officer in addition to the entity as a whole, and also requires a City of San Jose v Superior Court (2017) search of private property for records re: the public's business) and Robert M. Smith between Jan. 1, 2018 and Sept. 12 2019 (inclusive)

If it is not "simple, routine, or otherwise readily answerable," as is required by San Francisco Administrative Code Section 67.25(a). For this reason, FAMSF is treating your IDR as a standard public records request, subject to normally applicable 10 days response time, with a possible extension. Accordingly, FAMSF will be in touch with you regarding this no later than September 23, 2019. In addition, due to the volume, several records were sent to Mr. Smith on a thumbdrive. Please provide an address for the same delivery method.

14. All correspondence (including all attachments, exhibits, memos, metadata, headers, emails, physical mail/notes, text, SMS, MMS, or any chat app messages, and in their original electronic format or scan of physical documents) between COFAM\* and Mr. Smith between Jan. 1, 2018 and Sept. 12 2019 (inclusive)

Not responding on behalf COFAM.

15. All correspondence (including all attachments, exhibits, memos, metadata, headers, emails, physical mail/notes, text, SMS, MMS, or any chat app messages, and in their original electronic format or scan of physical documents) between FAMF\* and Mr. Smith between Jan. 1, 2018 and Sept. 12 2019 (inclusive)

Not responding on behalf of FAMF

16. All correspondence (including all attachments, exhibits, memos, metadata, headers, emails, physical mail/notes, text, SMS, MMS, or any chat app messages, and in their original electronic format or scan of physical documents) between FAMSF\* and COFAM\* re: Mr. Smith or his requests/complaints, or the Sunshine Ordinance, or CPRA between Jan. 1, 2018 and Sept. 12 2019 (inclusive). Use the following case

insensitive query: "smith" OR "cpра" OR "sunshine"

This is not "simple, routine, or otherwise readily answerable," as is required by San Francisco Administrative Code Section 67.25(a). For this reason, FAMSF is treating your IDR as a standard public records request, subject to normally applicable 10 days response time, with a possible extension. Accordingly, FAMSF will be in touch with you regarding this no later than September 23, 2019.

17. All correspondence (including all attachments, exhibits, memos, metadata, headers, emails, physical mail/notes, text, SMS, MMS, or any chat app messages, and in their original electronic format or scan of physical documents) between FAMSF\* and FAMF\* re: Mr. Smith or his requests/complaints, or the Sunshine Ordinance, or CPRA Jan. 1, 2018 and Sept. 12 2019 (inclusive). Use the following case insensitive query: "smith" OR "cpра" OR "sunshine"

No responsive records

18. All correspondence (including all attachments, exhibits, memos, metadata, headers, emails, physical mail/notes, text, SMS, MMS, or any chat app messages, and in their original electronic format or scan of physical documents) between FAMSF\* and the City Attorney's office\* or Sup. of Records' office\*, between Jan. 1, 2018 and Sept. 12 2019 (inclusive). I anticipate you may use Attorney-Client privilege as a shield here. However: the City has waived the privilege if you already provided any of these communications to anyone else, whether that anyone is Mr. Smith or private entities COFAM or FAMF. If you waived the privilege by providing the record to member of the public Mr. Smith, that record is now permanently a public record and you must also give it to me (Gov Code 6254.5). If FAMF or COFAM or their employees have the purportedly privileged communication (for example by including them in an email thread or cc-ing or bcc-ing or forwarding the message to them), you also have waived the privilege and must provide me the documents. If the City's argument for privilege is that the City Attorney is also representing FAMF or COFAM, then also produce records of such a contract (your MOU says no such thing) and every associated invoice (which is not protected by privilege). If no such contract exists, and the representation is provided for free by the City to these private entities, a variety of other statutes regarding use of public funds for a private purpose may be in play.

Any records between FAMSF and City Attorney's office are protected by Attorney Client Privilege. There are no responsive documents between FAMSF and Sup. Of Records.

19. All correspondence (including all attachments, exhibits, memos, metadata, headers, emails, physical mail/notes, text, SMS, MMS, or any chat app messages, and in their original electronic format or scan of physical documents) between COFAM\* and the City Attorney's office\* or Sup. of Records' office\*, between Jan. 1, 2018 and Sept. 12 2019 (inclusive).

FAMSF directs you to the City Attorney's Office for this question.

20. All correspondence (including all attachments, exhibits, memos, metadata, headers, emails, physical mail/notes, text, SMS, MMS, or any chat app messages, and in their original electronic format or scan of physical documents) between FAMF\* and the City Attorney's office\* or Sup. of Records' office\*, between Jan. 1, 2018 and Sept. 12 2019 (inclusive).

FAMSF directs you to the City Attorney's Office for this question.

21. The SB 272/ Gov Code 6270.5 enterprise systems catalog for FAMSF you are required to create and disclose. Please provide a copy in PDF or spreadsheet format; do not provide a URL.

No responsive documents.

22. The SB 272/ Gov Code 6270.5 enterprise systems catalog for COFAM you are required to create and disclose. Please provide a copy in PDF or spreadsheet format; do not provide a URL.

Not responding on behalf of COFAM

23. The SB 272/ Gov Code 6270.5 enterprise systems catalog for FAMF you are required to create and disclose. Please provide a copy in PDF or spreadsheet format; do not provide a URL.

Not responding on behalf of FAMF.

24. A record of FAMSF "transactions" for the period April 2019 to June 2019 (Q2), within the meaning of SFAC 67.29-7(c): "In any contract, agreement or permit between the City and any outside entity that authorizes that entity to demand any funds or fees from citizens, the City shall ensure that accurate records of each transaction are maintained in a professional and businesslike manner and are available to the public as public records under the provisions of this ordinance."

No responsive records.

25. A record of COFAM "transactions" for the period April 2019 to June 2019 (Q2), within the meaning of SFAC 67.29-7(c)

Not responding on behalf of COFAM.

26. A record of FAMF "transactions" for the period April 2019 to June 2019 (Q2), within the meaning of SFAC 67.29-7(c)

Not responding on behalf of FAMF.

## Public Information Request



**Melissa Powers** <mpowers@famsf.org>  
to 79999-25916958

Tue, Sep 17, 2019, 4:38 PM

Sir/Madam,

In response to your request under 67.21(c)), for items 1-6, for your request of September 10:

- For requests 1-4: 67.21(c) was satisfied with our response on September 11.
- For requests: 5-6: There are no official email accounts for Diane Wilsey and Belva Davis. However, FAMSF has identified 10 responsive emails re: public's business from and to Mrs. Wilsey's personal account and to Belva Davis. We are still conducting a review to identify 10 from Ms. Davis. We will provide available, responsive documents on Friday, September 20.

Thank you,  
Melissa Powers  
Manager of Board Relations and Special Projects

Fine Arts Museums of San Francisco  
de Young  
Legion of Honor

Golden Gate Park | 50 Hagiwara Tea Garden Drive | San Francisco, CA 94118  
p 415.750.3690  
e [mpowers@famsf.org](mailto:mpowers@famsf.org) | [famsf.org](http://famsf.org)

Reply

Forward

de Young  
Legion of Honor  
fine arts museums  
of san francisco

Melissa Powers <mpowers@famsf.org>

## Public Information Request

1 message

**Melissa Powers** <mpowers@famsf.org>  
To: 79999-25916958@requests.muckrock.com

Thu, Sep 19, 2019 at 4:50 PM

Sir/Madam,

In response to your request under 67.21(c)):

Requests 7-12: 67.21(c) was satisfied on September 13.

Request 13: FAMSF has responsive records in the form of emails and attachments, to Mr. Smith and emails from Mr. Smith. Please provide a mailing address so FAMSF can send you a thumbdrive containing responsive material (in the thousands).

Requests 14-15: FAMSF does not have responsive records

Request 16: FAMSF has responsive records in the form of emails.

Requests 17: FAMSF does not have responsive records

Request 18: FAMSF is withholding records based on attorney/client privilege.

Requests 19-20: FAMSF does not have responsive records

Request 21: 67.21(c) was satisfied on September 13.

Requests 22-23: FAMSF does not have responsive records

Request 24: 67.21(c) was satisfied on September 13

Request 25-26: FAMSF does not have responsive records

Thank you,

On behalf of FAMSF,

Melissa Powers

Manager of Board Relations and Special Projects

Fine Arts Museums of San Francisco

de Young

Legion of Honor

Golden Gate Park | 50 Hagiwara Tea Garden Drive | San Francisco, CA 94118

p 415.750.3690

e mpowers@famsf.org | famsf.org

de Young\\  
Legion of Honor  
fine arts museums  
of san francisco

Melissa Powers <mpowers@famsf.org>

## Request for Information

1 message

Melissa Powers <mpowers@famsf.org>  
To: 79999-25916958@requests.muckrock.com

Fri, Sep 20, 2019 at 4:59 PM

Sir/Ma'am,

Please find documents responsive to requests 5 and 6. Redactions were made on the basis of privacy. Authority: Cal. Const. Art. 1 § 1; Cal. Govt. Code § 6254(c); San Francisco Admin. Code § 67.1(g); San Francisco Admin Code Chapter 12M.2.

As far as 67.21(c) for request 18, yes, there are responsive records in the form of emails. As stated, they are being withheld on basis of attorney client privilege.

Thank you.

On behalf of FAMSF,

Melissa Powers  
Manager of Board Relations and Special Projects

Fine Arts Museums of San Francisco  
de Young  
Legion of Honor

Golden Gate Park | 50 Hagiwara Tea Garden Drive | San Francisco, CA 94118  
p 415.750.3690  
e mpowers@famsf.org | famsf.org

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### 46 attachments

-  Request5From 2 Re\_ Late Monet Return\_Redacted.pdf  
79K
-  Request5From 1 9.16 Annual Donors' Luncheon and Director's Preview.Redacted.pdf  
85K
-  Request5From 5 Re\_ FY20 Events \_ Annual Luncheon Menu\_Redacted.pdf  
117K
-  Request5From 3 Re\_ Use of Image of Work\_Tissot\_Redacted.pdf  
95K
-  Request5From 4 Re\_ FY20 Events \_ Annual Luncheon Menu\_Redacted.pdf  
117K
-  Request5From 6 Re\_ FY20 Events \_ Annual Luncheon Menu\_Redacted.pdf  
113K
-  Request5From 8Re\_ Board Meeting Dates.Redacted.pdf  
99K
-  Request5From7 Re\_ Board Meeting Dates\_Redacted.pdf  
99K
-  Request5From10 Re\_ summer reading\_Redacted.pdf  
84K
-  Request5From9 Re\_ summer reading\_Redacted.pdf  
85K
-  Request 5 to 3 Late Monet Return\_Redacted.pdf  
78K
-  Request 5 to 6 AttachmentCOFAM AGENDA 10-08-19. draft\_Redacted.pdf  
101K
-  Request 5 To 4 Re\_ Use of Image of Work\_Tissot\_Redacted.pdf  
96K

- Request 5 To 5 Use of Image of Work\_Tissot.pdf  
91K
- Request 5 to 6 AttachmentFAMSF AGENDA 10-08-19, draft\_Redacted.pdf  
110K
- Request 5 To 6- Draft 10\_8 Agendas.pdf  
76K
- Request 5 to 7You're Invited\_ Ancient Maya Art Gallery Opening \_Redacted.pdf  
464K
- Request 5 To 8 Labor Day Message to Trustees\_Redacted.pdf  
114K
- Request 5 to 9 Re\_FY20 Events \_ Annual Luncheon Menu\_Redacted.pdf  
116K
- Request 5 To 8 attachmentHardy\_dieWelt Styleprofile\_August 2019.pdf  
1324K
- Request 5 To 10- Re\_FY20 Events \_ Annual Luncheon Menu\_Redacted.pdf  
110K
- Request5 To 1 Annual Donors' Luncheon and Director's Preview\_Redacted.pdf  
88K
- Request5 To 2 RE\_Late Monet Return \_Redacted.pdf  
134K
- Request5 To 1 Attachment Annual Luncheon Invitation.pdf  
423K
- Request 6 From 4 Re\_Mailing\_Redacted.pdf  
76K
- Request 6 From 3 Going Away Party\_Redacted.pdf  
121K
- Request 6 From 5 Strategic Investment Group\_Redacted.pdf  
77K
- Request 6 From 1 Re\_Soul of a Nation Audiotour\_Redacted.pdf  
75K
- Request 6 From 2 Going Away Party\_Redacted.pdf  
178K
- Request 6 From 6 FAMSF and COFAM Board of Trustees Meetings\_Redacted.pdf  
109K
- Request 6 From 8 Re\_4-25-19 Director's Dinner\_Redacted.pdf  
80K
- Request 6 From 7 Meetings today\_Redacted.pdf  
95K
- Request 6 From 9 Meeting with Thomas Campbell\_Redacted.pdf  
117K
- Request 6 To 1 Re\_Audio Tour for de Young Museum\_Redacted.pdf  
209K
- Request 6 To 2 Audio Tour for de Young Museum\_Redacted.pdf  
157K
- Request 6 To 3 Attachment.pdf  
172K
- Request 6 To 4 Attachment TOOLKIT.pdf  
802K
- Request 6 To 3 11.8\_Soul of a Nation\_Luncheon at the Battery\_Redacted.pdf  
475K
- Request 6 To 4 SOAN Toolkit\_Redacted.pdf  
93K
- Request 6 To 5 Art Party 2020 Grandparents Committee\_Redacted.pdf  
140K
- Request 6 To 6 Labor Day Message to Trustees\_Redacted.pdf  
113K
- Request 6 To 7 Grandparents Committee \_Redacted.pdf

2/12/2020

Fine Arts Museums of San Francisco Mail - Request for Information

133K

 Request 6 to 6 Attachment.pdf  
1324K

 Request 6 to 8 FAMSF\_COFAM Board of Trustees\_Redacted.pdf  
96K

 Request 6 to 9 Proposed 2019-2020 Meetings Schedule\_Redacted.pdf  
100K

 Request 6 To 10 Getting Together.pdf  
113K

## Late Monet Return

1 message

nghani@famsf.org <nghani@famsf.org>

To: [Privacy-Email](#) [REDACTED]

Fri, Sep 6, 2019 at 10:38 AM

Dear Mrs. Wilsey,

I am writing in regards to the return of your loan to the Late Monet exhibition. The painting is scheduled to be delivered to the de Young museum on September 19<sup>th</sup>. We would like to return the painting in its' packed crate to you along with Elise Effman, Head of Paintings Conservation, so that she can oversee the condition reporting and safe installation in your home.

I've just briefly spoken with Mary who mentioned we may be able to schedule the return on Friday September 20<sup>th</sup> or Monday Septbember 23<sup>rd</sup>. At your earliest convenience, can you please confirm if you have a preferred date and time in this window to receive the painting?

P2  
74  
With thanks,

Nadia Philomena Ghani

she/her/hers

Registration Manager

Fine Arts Museums of San Francisco

de Young | Legion of Honor

Golden Gate Park

50 Hagiwara Tea Garden Drive

San Francisco, CA 94118-4502

T 415 750 3672 | [nghani@famsf.org](mailto:nghani@famsf.org) | [www.famsf.org](http://www.famsf.org)



## Re: Use of Image of Work/Tissot

1 message

mpowers@famsf.org <mpowers@famsf.org>

Thu, Sep 5, 2019 at 5:23 PM

Hi Mrs. Wilsey,

Thank you.

Have a nice evening,  
Melissa

Melissa Powers  
Manager of Board Relations and Special Projects

Fine Arts Museums of San Francisco  
de Young  
Legion of Honor

Golden Gate Park | 50 Hagiwara Tea Garden Drive | San Francisco, CA 94118

415.750.3690

mpowers@famsf.org | famsf.org

6

On Thu, Sep 5, 2019 at 5:21 PM Diane Wilsey <[Privacy-Email](#)> wrote:  
That is fine Dede Wilsey

Sent from my iPhone

On Sep 5, 2019, at 2:56 PM, Melissa Powers <mpowers@famsf.org> wrote:

Hi Mrs. Wilsey,

Robert Carswell, FAMSF Digital Asset and Rights Manager, wanted to confirm your permission to use an image of work that you are lending for the *James Tissot: Fashion & Faith* exhibition. Specifically, to use an image of Tissot's *Spring (Specimen of a Portrait)*, 1877 in an online article about the exhibition.

I can let Robert know whether you give your permission.

Thank you,  
Melissa

Melissa Powers  
Manager of Board Relations and Special Projects

Fine Arts Museums of San Francisco  
de Young  
Legion of Honor

Golden Gate Park | 50 Hagiwara Tea Garden Drive | San Francisco, CA 94118  
p 415.750.3690  
e mpowers@famsf.org | famsf.org

P277

## Use of Image of Work/Tissot

1 message

npowers@famsf.org <mpowers@famsf.org>

Thu, Sep 5, 2019 at 2:56 PM

Hi Mrs. Wilsey,

Robert Carswell, FAMSF Digital Asset and Rights Manager, wanted to confirm your permission to use an image of work that you are lending for the *James Tissot: Fashion & Faith* exhibition. Specifically, to use an image of Tissot's *Spring (Specimen of a Portrait)*, 1877 in an online article about the exhibition.

I can let Robert know whether you give your permission.

Thank you,  
Melissa

Melissa Powers  
Manager of Board Relations and Special Projects

Fine Arts Museums of San Francisco

de Young

Region of Honor

Golden Gate Park | 50 Hagiwara Tea Garden Drive | San Francisco, CA 94118

p 415.750.3690

e mpowers@famsf.org | famsf.org

**OFFICIAL MEETING NOTICE**

**Corporation of the Fine Arts Museums  
Board of Trustees**

**Tuesday, October 8, 2019  
3:30 pm<sup>1</sup>**

**Piazzoni Murals Room  
de Young | Golden Gate Park  
50 Hagiwara Tea Garden Drive  
San Francisco, California**

**AGENDA**

**ORDER OF BUSINESS**

<b>I.</b>	<b>Calling of the Meeting to Order – Diane B. Wilsey, Chair Emerita</b>	<b>Action</b>
	A. Welcome and Introductory Remarks	
<b>II.</b>	<b>Calling of the Roll – Jason Moment, Chair</b>	<b>Action</b>
	Alexandria Ashdown*	
	Janet Barnes	
	Zachary S. Bogue	
	Carol N. Bonnie	
	Tracy Burris	
	Jack Calhoun, Vice Chair	
	David H.S. Chung	
	Katherine Harbin Clammer	
	Charles Crocker*	
	Marc P. Cruciger, M.D.*	
	Belva Davis	
	Denise Fitch	
	David Fraze, Treasurer	
	Frankie Jacobs Gillette	
	Wheeler S. Griffith	
	Cynthia Fry Gunn	
	Lauren Hall	
	Lucy Young Hamilton	
	Holly Johnson Harris	
	George Hecksher*	
	Debbie Jorgensen*	
	Gretchen Kimball	
	Yasunobu Kyogoku	
	Kathryn Lasater	

<sup>1</sup> Or such time as the Board of Trustees meeting of the Fine Arts Museums of San Francisco ends, but in no event before 3:30 p.m.

Amy McKnight  
Lorna F. Meyer\*  
Jason Moment, Chair  
Carl Pascarella, Vice Chair  
Heather Preston, M.D.  
Lisa Sardegna  
Richard Scheller, Ph.D.  
Gary Shansby\*  
David Shimmon  
David Soward\*  
David Spencer  
Jeana Toney  
Marvin Tseu\*  
Paul A. Violich\*  
David Wadhwanı  
Lisa Zanze

Diane B. Wilsey, Chair Emerita

Trustees Excused:

Juliet de Baubigny (Leave of Absence)  
Bryan Meehan (Leave of Absence)

\*Fine Arts Museums Foundation

**III. Report of the Chair – Jason Moment**

A. Discussion of 2019 – 2020 Board Year	<b>Discussion</b>
B. Approval of the Minutes of the June 4, 2019 Meeting of the Board of Trustees <b>(See Appendix A – Draft Minutes)</b>	<b>Action</b>
C. Consideration and Possible Action to approve a Resolution Appointing Members and Chairs of the 2019-2020 Board Committees <b>(See Appendix B – Committee Appointment Lists)</b>	<b>Action</b>

WHEREAS Article IV, Section 12 of the bylaws of the Corporation of the Fine Arts Museums stipulates that all committee members shall be appointed by resolution by a majority of the Trustees of the Corporation in office; now therefore be it

RESOLVED that the committee appointments for 2019-2020 are approved.

D. Acceptance of Consent Agenda <b>(See Appendix C – Consent Agenda)</b>	<b>Action</b>
---	---------------

Finance Committee Report – David Fraze, Chair

**IV. Report of the Nominating Committee – Kathryn Lasater and Lisa Zanze, Co-Chairs**

A. Consideration and Possible Action to Elect the Following to an Initial Term of Three Years:	Action
tbd	
B. Consideration and Possible Action to Re-elect David Shimmon to a Third Term of Three Years, Effective October 8, 2019	Action
C. Report on Retirement of Privacy [REDACTED], Effective October 8, 2019 Action tbd	Action
D. Consideration and Possible Action to elect the following COFAM Executive Committee Members to a Term of One Year:	Action
Carol N. Bonnie Jack Calhoun, Vice President Kate Harbin Clammer Belva Davis, Vice President David Fraze, Treasurer Cynthia Fry Gunn Lauren Hall Kathryn Lasater Amy McKnight Jason Moment Carl Pascarella, Vice President Heather Preston David Spencer Marvin Tseu David Wadhwanı Lisa Zanze	
E. Consideration and Possible Action to Adopt a Resolution Setting the Number of Executive Committee Positions	Action
WHEREAS, the Corporation of the Fine Arts Museums Bylaws Article IV, Section 12 provide that the Executive Committee shall consist of at least fifteen Trustees, the exact number to be set by the Corporation's Board from time to time; now, therefore, be it	
RESOLVED, That the Board of Trustees of the Corporation of the Fine Arts Museums does hereby set the number of Executive Committee Trustees at sixteen (16) until such number is changed by this Board.	
F. Consideration and Possible Action to Adopt a Resolution Setting Number of Trustee Positions	Action

WHEREAS, On June 14, 1990, the Corporation of the Fine Arts Museums Bylaws were amended to provide for a variable number of Trustees; and

WHEREAS, The amendment stated that the authorized number of Trustees shall not be less than thirty-eight (38) and not more than seventy-five (75), the exact authorized number to be set by the Board of Trustees from time to time; now, therefore, be it

RESOLVED, That the Board of Trustees of the Corporation of the Fine Arts Museums does hereby set the number of Trustees at forty-seven (47) until such number is changed by this Board.

**V. Report of the Audit Committee – Carl Pascarella, Chair**

A. Consideration and Possible Action to Approve Recommendation by the Audit Committee to retain Moss Adams as Auditor Action

RESOLVED, That Moss Adams is appointed to audit:

1) the balance sheet of the Corporation of Fine Arts Museums (COFAM) as of June 30, 2019 and the related combined statements of revenues, expenses and changes in fund balances for the year then ended, and to render an opinion thereon; and

2) the balance sheet of the combined Fine Arts Museums of San Francisco (FAMSF) as of June 30, 2019 and the related combined statements of revenues, expenses and changes in fund balances for the year then ended; and that the combined financial statements will include COFAM, the Fine Arts Museums Foundation (FAMF), and Fine Arts Museums (FAM) as recorded on the books of the City and County of San Francisco; and to render an opinion thereon.

<b>VI. Report of the Director and CEO – Thomas P. Campbell</b>	<span style="float: right;">Discussion</span>
<b>VII. Management Report</b>	<span style="float: right;">Discussion</span>
Report on COFAM Operating Results – Jason Seifer, Interim CFO	
<b>VIII. Exhibition Presentations -</b> Melissa Buron, Director of the Art Division and Curator of European Paintings	<span style="float: right;">Discussion</span>
Timothy Anglin Burgard, Distinguished Senior Curator and Ednah Root Curator in Charge of American Art	
<b>IX. Closed Session to Discuss COFAM Matters – Jason Moment, Chair</b>	<span style="float: right;">Discussion</span>
<b>X. Closing Remarks and Adjournment – Diane B. Wilsey, Chair Emerita</b>	<span style="float: right;">Discussion</span>

A. Distribution of Fast Facts Card

Corporation of the Fine Arts Museums  
Board of Trustees  
October 8, 2019

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acofambt2019.10

P283

**OFFICIAL SPECIAL MEETING NOTICE**

**Fine Arts Museums of San Francisco  
Board of Trustees**

**Tuesday, October 8, 2019  
3:00 pm<sup>1</sup>**

**Piazzoni Murals Room  
de Young | Golden Gate Park  
50 Hagiwara Tea Garden Drive  
San Francisco, California**

**AGENDA**

**ORDER OF BUSINESS**

<b>I.</b>	<b>Calling of the Meeting to Order – Diane B. Wilsey, Chair Emerita</b>	<b>Action</b>
	A. Welcome and Introductory Remarks	
<b>II.</b>	<b>Calling of the Roll – Jason Moment, President</b>	<b>Action</b>
	Janet Barnes Zachary S. Bogue Carol N. Bonnie Tracy Burris Jack Calhoun David H.S. Chung Katherine Harbin Clammer Marc P. Cruciger, M.D. Belva Davis, Vice President Denise Fitch David Fraze Frankie Jacobs Gillette Wheeler S. Griffith Cynthia Fry Gunn Lauren Hall Lucy Young Hamilton Holly Johnson Harris Gretchen B. Kimball Yasunobu Kyogoku Kathryn Lasater Amy McKnight Jason Moment, President Carl Pascarella Heather Preston, M.D. Lisa Sardegna Richard Scheller, Ph.D.	

<sup>1</sup> Due to the change in date from October 30, 2019, this meeting is noticed as a Special Meeting of the Board of Trustees

David Shimmon  
David Spencer  
Jeana Toney  
David Wadhwanı  
Lisa Zanze

Diane B. Wilsey, Chair Emerita

Leaves of Absence to be Excused:

Juliet de Baubigny  
Bryan Meehan

Ex-Officio Trustees:

Mayor London Breed  
Mark Buell, President, Recreation and Park Department

There will be an opportunity for public comment before or during each agenda item.

**III. Report of the President – Jason Moment**

A. Discussion of 2019 – 2020 Board Year	<b>Discussion</b>
B. Consideration and Possible Action to Approve the Minutes of the June 4, 2019 Meeting of the Board of Trustees <b>(See Appendix A – Draft Minutes)</b>	<b>Action</b>
C. Consideration and Possible Action to Adopt a Resolution Setting the Dates of the 2019 – 2020 Meetings of the Board of Trustees of the Fine Arts Museums of San Francisco	<b>Action</b>

RESOLVED, That the Board of Trustees of the Fine Arts Museums of San Francisco does hereby set the following dates, times, and locations for its 2019 – 2020 regular meetings:

Tuesday, October 8, 2019	3:00 p.m. de Young
Tuesday, January 14, 2020	3:00 p.m. de Young
Tuesday, March 10, 2020	3:00 p.m. Legion of Honor
Tuesday, June 2, 2020	3:00 p.m. Legion of Honor

**IV. Report of the COFAM Nominating Committee – Kathryn Lasater and Lisa Zanze, Co-Chairs**

A. Consideration and Possible Action to elect the following FAMSF Executive Committee Members to a Term of One Year, Effective October 8, 2019:	<b>Action</b>
---	---------------

Carol N. Bonnie  
Jack Calhoun  
Kate Harbin Clammer  
Belva Davis, Vice President  
David Fraze  
Cynthia Fry Gunn  
Lauren Hall  
Kathryn Lasater  
Amy McKnight  
Jason Moment  
Carl Pascarella  
Heather Preston  
David Spencer  
Marvin Tseu  
David Wadhwanji  
Lisa Zanze

B. Consideration and Possible Action to Re-elect David Shimmon to a Third Term of Three Years, effective October 8, 2019 Action

C. Report on Retirement of Privacy, effective October 8, 2019 Action

Action tbd

D. Consideration and Possible Action to Adopt a Resolution Setting the Number of Executive Committee Positions Action

WHEREAS, the Fine Arts Museums of San Francisco Bylaws Article III, Section I provide that the Executive Committee shall consist of at least thirteen Trustees, the exact number to be set by the Board of Trustees from time to time; now, therefore, be it

RESOLVED, That the Board of Trustees of the Fine Arts Museums of San Francisco does hereby set the number of Executive Committee members at sixteen (16) until such number is changed by this Board.

E. Presentation of COFAM Nominations Discussion

tbd

F. Consideration and Possible Action to Adopt a Resolution Setting Number of Trustee Positions Action

WHEREAS, On June 14, 1990, the Fine Arts Museums of San Francisco Bylaws were amended to provide for a variable number of Trustees, the exact number to be set by the Board from time to time; now, therefore, be it

RESOLVED, That the Board of Trustees of the Corporation of the Fine Arts Museums does hereby set the number of Trustees at thirty-five (35) – tbd until such number is changed by this Board.

**V. Report of the Acquisitions Committee** – Dr. Marc Cruciger, Chair

A. Consideration and Possible Action to Approve the Report of the September 19, 2019 Acquisitions Committee Meeting – (See Appendix B – Acquisitions Committee Report)	Action
1. Purchases 2. Funded Purchases 3. Gifts 4. First Step Deaccessions	Action
<p>RESOLVED, That the Board of Trustees of the Fine Arts Museums of San Francisco does hereby approve the appended September 19, 2019 report of the Acquisitions Committee of the Fine Arts Museums Foundation, including approving the works of art acquired through purchase and donation as gifts to the Fine Arts Museums of San Francisco from the Fine Arts Museums Foundation, and approving first step deaccessioning.</p>	
B. Consideration and Possible Action to Approve a Resolution Authorizing the Director of the Fine Arts Museums (or his designee) to Accept 2019 Year-End Gifts of Works of Art	Action

RESOLVED, That the Boards of Trustees of the Fine Arts Museums Foundation and the Fine Arts Museums of San Francisco, upon the recommendation of the Chair of the Acquisitions Committee, do hereby authorize the Director of the Fine Arts Museums (or his designee), to accept gifts of art offered to the Fine Arts Museums Foundation and the Fine Arts Museums of San Francisco from September 19, 2019 through December 31, 2019, if in his (or his designee's) judgment, they deem it acceptable; and, be it

FURTHER RESOLVED, That the Director of the Fine Arts Museums shall report to the Boards of Trustees of the Fine Arts Museums Foundation and the Fine Arts Museums of San Francisco the gifts of art accepted during this period.

**VI. Report of the Director** – Thomas P. Campbell

A. Consideration and Possible Action to Approve Loan Requests (See Appendix C – Loan Requests)	Action
B. Report on Museum Programs	Discussion

**VII. Report of the Interim CFO** – Jason Seifer

A. Financial Report by Interim CFO	Discussion
B. Consideration and Possible Action to Adopt a Resolution Acknowledging Funding Expended by the Corporation of the Fine Arts Museums During the Period April 1 through June 30, 2019	Action

WHEREAS, The Corporation of the Fine Arts Museums is a 501(c)(3) not-for-profit corporation that exists to support the activities of the Fine Arts Museums of San Francisco; now, therefore, be it

RESOLVED, That the Board of Trustees of the Fine Arts Museums of San Francisco does hereby acknowledge with gratitude funding in the amount of \$xxx expended by the Corporation of the Fine Arts Museums for operations during the period April 1 through June 30, 2019.

C. Consideration and Possible Action to Adopt a Resolution Acknowledging Bequests of Funds Received During the Period April 1 through June 30, 2019	Action
---	--------

RESOLVED, That the Board of Trustees of the Fine Arts Museums of San Francisco does hereby acknowledge the following bequests of funds received during the period April 1 through June 30, 2019:

xxx	xxx
xxx	xxx
xxx	xxx
<b>Total</b>	<b>xxx</b>

<b>VIII. Public Comment – Jason Moment</b>	Discussion
--	------------

Members of the public may address the Board of Trustees on items within the subject matter jurisdiction of the Fine Arts Museums of San Francisco. Speakers may address the Board for up to three minutes.

<b>IX. Meeting Schedule, Current and Future Exhibitions, Special Events (See Appendix D - Meetings, Exhibitions, Special Events) – Diane B. Wilsey, Chair Emerita</b>	Discussion
---	------------

<b>X. Closing Remarks and Adjournment – Diane B. Wilsey, Chair Emerita</b>	Action
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Public Meeting Requirements Relating to Accessibility

The subsequent information is in compliance with the Americans with Disabilities Act (ADA); the following will be made available upon request: (1) American sign language interpreters; (2) a sound enhancement system; (3) a meeting agenda available in alternative formats; and (4) a reader during the meeting. To arrange for these services, please contact Megan Bourne at (415) 750-3669 at least two working days prior to a meeting. A late request will be honored if possible. Minutes of the meeting will be made in alternative formats upon request. Meeting agendas are available on the Fine Arts Museums of San Francisco website, [www.thinker.org](http://www.thinker.org).

In order to assist the City's efforts to accommodate persons with severe allergies, environmental illnesses, multiple chemical sensitivity or related disabilities, those attending public meetings are reminded that others may be sensitive to various chemical based products. Please help the City to accommodate these individuals.

The MUNI's wheelchair-accessible No. 44 line (south bound) stops in front of the de Young Museum. The No. 44 line (north bound) stops at Tea Garden Drive. For access to the de Young Museum by BART from the East Bay, get off at the New Montgomery Station. Take MUNI's No. 38 line (Geary) to 6th Avenue and transfer to the No. 44 line (O'Shaughnessy). For access to the de Young Museum by BART from Daly City, get off at the Civic Center Station. Take MUNI's No. 71 line (outbound) and transfer at 6th Avenue at Lincoln Way to the No. 44 line (O'Shaughnessy). Disabled placard parking spaces are available in the Concourse Parking Garage (enter at 10<sup>th</sup> Avenue and Fulton Street) and on John F. Kennedy Drive. For more information about MUNI's accessible services, call (415) 923-6142.

Accessible seating for persons with disabilities (including those using wheelchairs) will be available. For Telecommunication Device for the Deaf (TDD), the Museums use the California Relay Service.

The ringing of and use of cell phones, pagers and similar sound-producing electronic devices are prohibited at this meeting. Please be advised that the President may order the removal from the meeting of any person(s) responsible for the ringing or use of cell phones, pagers, or other similar sound-producing electronic devices.

Know Your Rights Under the Sunshine Ordinance

Government's duty is to serve the public, reaching its decisions in full view of the public. Commissions, boards, councils, and other agencies of the City and County exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and that City operations are open to the people's review. For more information on your rights under the Sunshine Ordinance (Chapter 67 of the San Francisco Administrative Code) or to report a violation of the ordinance, contact the Sunshine Ordinance Task Force:

Sunshine Ordinance Task Force  
City Hall, Room 244  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4683  
Office: (415) 554-5163  
E-mail: [sotf@sfgov.org](mailto:sotf@sfgov.org)

A free copy of the Sunshine Ordinance can be obtained from Mr. Ruston, or by printing Chapter 67 of the San Francisco Administrative Code on the Internet, <http://www.sfgov.org/sunshine/>

Public documents referred to in the agenda may be inspected at the Administrative Offices of the Fine Arts Museums located at the de Young, Golden Gate Park, 50 Hagiwara Tea Garden Drive, San Francisco, CA, 94118-4501. Please contact Megan Bourne at (415) 750-3669 to make arrangements. If any materials related to an item on this agenda have been distributed to the Board of Trustees after the distribution of the agenda packet, those materials are available for public inspection at the de Young Museum, 50 Hagiwara Tea Garden Drive, Golden Gate Park, San Francisco, during normal office hours.

Lobbyist Registration and Reporting Requirements – Individuals and entities that influence or attempt to influence local legislative or administrative action may be required by the San Francisco Lobbyist Ordinance [SF Campaign &

Fine Arts Museums of San Francisco  
Board of Trustees  
October 8, 2019

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Governmental Conduct Code § 2.100] to register and report lobbying activity. For more information about the Lobbyist Ordinance, please contact the San Francisco Ethics Commission at 30 Van Ness Avenue, Suite 3900, San Francisco, CA, 94102; telephone (415) 581-2300; fax (415) 581-2317; web site: [sfgov.org/ethics](http://sfgov.org/ethics)

## ft 10/8 Agendas

ssage

urne@famsf.org <mbourne@famsf.org>

Wed, Sep 4, 2019 at 9:58 AM

ear Mrs. Wilsey and Jason,

tached are draft agendas for the October 8 board meetings.  
ease let me know if you have any questions or comments.

any thanks,  
egan

egan Bourne

chief of Staff, Executive Secretary to the Board of Trustees

ne Arts Museums of San Francisco

Young | Legion of Honor

olten Gate Park | 50 Hagiwara Tea Garden Drive | San Francisco, CA 94118

415.750.3669 | c 415.260.0217

bourne@famsf.org | famsf.org

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## 2 attachments

 FAMSF AGENDA 10-08-19. draft.pdf

108K

 COFAM Agenda.10-8-19.draft.pdf

99K

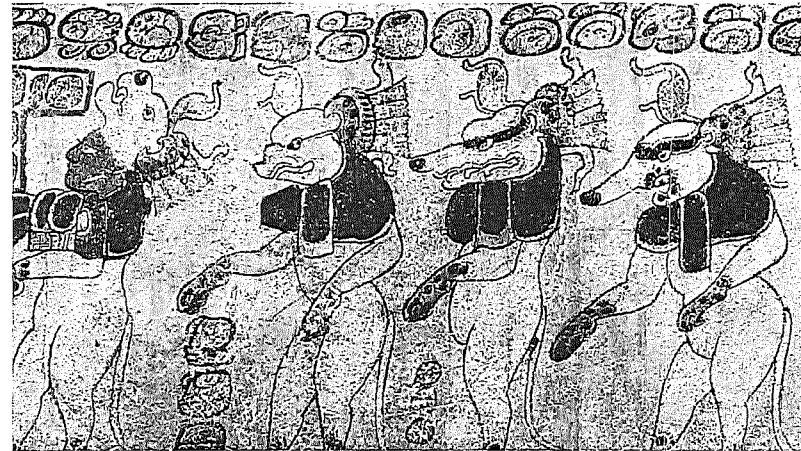
inder: You're Invited: Ancient Maya Art Gallery Opening | Friday, September 6, 2019  
sage

[events@famsf.org](mailto:events@famsf.org) <[specialevents@famsf.org](mailto:specialevents@famsf.org)>  
ivacy

Fri, Aug 30, 2019 at 12:27 PM

Trouble viewing this email? [View in browser](#)

de Young  
museum



The Fine Arts Museums of San Francisco cordially invite you to celebrate

## The New Presentation of Ancient Maya Art at the de Young

Friday, September 6, 12pm

Noon \ Gallery Opening and Tour  
The Gail and Alec Merriam Gallery

Hillary Olcott  
Assistant Curator  
Department of the Arts of Africa,  
Oceania, and the Americas

12:30 pm \ Lunch  
Piazzoni Murals Room

RSVP by Wednesday, August 28, to [specialevents@famsf.org](mailto:specialevents@famsf.org) or 415-750-7648.

RSVP NOW

This event is sponsored in part by the Friends of AOA.

de Young museum: Golden Gate Park | 50 Hagiwara Tea Garden Drive, San Francisco, CA 94118 | 415-750-3600  
deyoungmuseum.org | Hours: Tuesdays–Sundays, 9:30 am–5:15 pm



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Image credit: Vessel with *wayob* (spirit companions) (detail), 650–800, Guatemala, Lake Petén-tzá area, Maya.  
Earthenware and pigment, Gift of Gail and J. Alec Merriam, 2018.93.3. Rollout photograph © Justin Kerr

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Special Events, Development

Fine Arts Museums of San Francisco

de Young | Legion of Honor

Golden Gate Park | 50 Hagiwara Tea Garden Drive | San Francisco, CA 94118

o. 415.750.7648 | famsf.org



## or Day Message to Trustees

sage

obell@famsf.org <tcampbell@famsf.org>

Privacy-Email

Privacy-Email

Privacy-Email

Privacy-Email

Privacy-Email

Fri, Aug 30, 2019 at 11:03 AM

ar Trustees,

we return from our summer travels and get ready for the start of the fall season, I wanted take a moment to remind you of the great slew exhibitions currently on view at the Young and Legion of Honor.

xt weekend marks the end of the Early Rubens exhibition at the Legion of Honor which opened to astounding success with reviews in the *Wall Street Journal*, *Washington Post*, *Apollo Magazine*, *Handelsblatt* (the German equivalent to the *WSJ*), and was just this week reviewed in the arts journal, *Hyperallergic*, aptly stating the timeliness "Rubens's Baroque bravura in its grappling with violence, terror, power, sex, and coercion. It's uncomfortable to linger there, but that's [after all] still what art is for."

'Hardy: Deeper than Skin continues to see strong coverage with recent pieces publishing in *Hyperallergic* and *Die Welt* (PDF attached). As a notable aside, the piece by Associated Press ahead of the opening was syndicated to over 700+ publications and was written up twice in *Forbes*.

ur partnership with Google is also starting to receive national attention with recent reviews in *Wired* and *Art in America*, calling *Detour*, (our project with LA-based artist, Ana Vaski) "a refreshing and adventurous addition to the museum's contemporary exhibitions."

you haven't yet seen *in Pursuit of Venus [infected]*, our new acquisition by New Zealand artist, Lisa Reihana, it is well worth a trip to the de Young. A giant immersive video, the piece "illustrates the violence and arrogance of colonial endeavors, as well as its dizzying effect on history making," according to Matthew Tedford in his review for *KQED*. See so this piece on the video published recently in *the Economist*.

inally, the fall arts previews are also starting to publish with *Soul of Nation*, *Tissot*, and *Uncanny Valley* featuring heavily. *Art in America* went as far as to select *Uncanny Valley* as "one of the most significant museum exhibition openings of 2020." Clearly our audiences are hungry for our continued exploration on the intersection of technology and the arts.

ooking forward to seeing you all at the Singh opening next Thursday.

Enjoy your Labor Day Weekend.

Tom

Thomas P. Campbell

Director and CEO

Fine Arts Museums of San Francisco

de Young

Legion of Honor

den Gate Park | 50 Hagiwara Tea Garden Drive | San Francisco, CA 94118

15.750.3661

ampbell@famsf.org | famsf.org

| **Hardy\_dieWelt Styleprofile\_August 2019.pdf**

1324K

P296

## FY20 Events / Annual Luncheon Menu

message

Montgomery@famsf.org <cmontgomery@famsf.org>

Thu, Aug 29, 2019 at 10:19 AM

Dear Mrs. Wilsey,

Wonderful, I will be sure to reiterate the luncheon is optional, pending Jason's availability.

Will you be available following the **September 10th, 3-5 pm** meeting at de Young to quickly touch-base on Elegant Evening with my colleague Elizabeth Hundt (Associate Director of Special Events).

I will be out of the office that day, but Elizabeth can share the invitation mock-up for review, and a few other event logistics so we can move forward in planning.

I mentioned you had asked Lisa Zanze to co-chair the Elegant, may we go ahead and list her on the invitation, or shall I reach out to confirm?

Any thanks,

Carrie

P2

On Aug 28, 2019 at 6:30 PM Diane Wilsey <Privacy-Email [REDACTED]> wrote:

I have it on my calendar. I told Jason he would never have to do "Women's Work" which this certainly is. I would make it very optional for him to attend or speak. There are so few men there, it is really a ladies luncheon and messes up a work day.

Not sure if I will do the artists lunch. Reclaim this event for the Museum, not those who wish to gain.

Sent from my iPhone

On Aug 28, 2019, at 5:38 PM, Carrie Montgomery <cmontgomery@famsf.org> wrote:

Dear Mrs. Wilsey,

I hope this email finds you well, and you are enjoying the final days of summer, I myself am still waiting on some proper sunshine which I'm told shows up sometime in September.

Regarding remarks for the Annual Donor Luncheon, if you agree, I think it would be appropriate for Jason to say a few words after you, which I can help draft. The schedule is outlined below, we currently have 275 RSVPs and anticipate to reach capacity.

**11:30 am / Reception**

**Noon / Program (Koret Auditorium)**

Diane B. Wilsey - Welcome

Jason Moment

Thomas P. Campbell - Director's Preview

**1 pm / Lunch (Wilsey Court)**

Additionally, please mark your calendar for the below event in celebration of *Soul of a Nation: Art in the Age of Black Power 1963–1983*.

Currently, 20 of the 35 living artists represented in the exhibition will be traveling to San Francisco for the opening events at de Young.

**Soul of a Nation Artist Lunch**

Hosted by Pamela Joyner

The Battery

Friday, November 8th \ 11:30 am - 1:30 pm

I look forward to seeing you at the museums very soon.

Best,  
Carrie

On Tue, Aug 13, 2019 at 11:07 PM Diane Wilsey <Privacy-Email [REDACTED]> wrote:

Thank you

Sent from my iPhone

On Aug 14, 2019, at 2:11 AM, Carrie Montgomery <cmontgomery@famsf.org> wrote:

Dear Mrs. Wilsey,

Wonderful, thank you for your input regarding the menu for the Annual Donor Luncheon!

So glad you are able to join for most of the events, we will, of course, send individual print invitations for each event.

I'll re-connect in the coming weeks to share the remainder of the calendar for spring of next year, and a few additional events that are in the process of being confirmed for this fall.

Looking forward to seeing you at the museums very soon.

All my best,  
Carrie

On Tue, Aug 13, 2019 at 12:23 AM Diane Wilsey <Privacy-Email [REDACTED]> wrote:

Hi Carrie, Thanks for the calendar. I will be away Oct. 21, but I think I am here for everything else. I prefer your suggested menu for the Donor luncheon.

I hope you have had a good summer. Best, Dede Wilsey

Sent from my iPhone

On Aug 13, 2019, at 2:25 AM, Carrie Montgomery <cmontgomery@famsf.org> wrote:

Dear Mrs. Wilsey,

I hope this email finds you well.

P298

Please see the attached list of upcoming events for the remainder of the year. This list includes Exhibition Openings, a few Public Programs which may be of interest to you, as well as confirmed Leadership Circle Events.

Please let me know if you have any questions.

In addition, may you have menu suggestions for the Sept 16th Annual Donor Luncheon? Including below the options, with my recommendations in red. Last year's menu is included for reference. Kindly let me know your thoughts.

First

- Strawberry and Basil Gazpacho (v, gf) Creme Fraiche drizzle
- Truffled Cauliflower Vichyssoise (v, gf) Truffled cheese tullie
- Chilled Fennel and Grapefruit Soup (v, gf) Herbed oil garnish

Second

- Seared Salmon Nicoise (gf) Haricot Vert, Olives, Potatoes, Cucumber, Hard-Boiled Egg
- Roast Herb de Provance Free Range Chicken Breast (gf) Wild Arugula, Heirloom Potato Salad, Apricot, Olive and Sweet Pepper Tapenade

Dessert

- Lemon Cloud. Lemon Bavarian, Raspberry Quenelle Chocolate Dipped Strawberry
- Chocolate Pot de Creme. Florentine Cookie, Fresh Strawberry

Many thanks, and I look forward to hearing from you.

Best,  
Carrie

---

Carrie F. Montgomery

Director of Special Events

(she/her/hers)

Fine Arts Museums of San Francisco

de Young \ Legion of Honor

Golden Gate Park \ 50 Hagiwara Tea Garden Drive | San Francisco, CA 94118

o. 415.750.3518 \ c. 205.789.9821

e. [cmontgomery@famsf.org](mailto:cmontgomery@famsf.org) \ [famsf.org](http://famsf.org)

@deyoungmuseum \ @legionofhonor

<Luncheon\_menu\_R1.pdf>

<8\_12\_Upcoming FY20 Events .pdf>

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**Carrie F. Montgomery**

Director of Special Events

(she/her/hers)

Fine Arts Museums of San Francisco

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Golden Gate Park \ 50 Hagiwara Tea Garden Drive | San Francisco, CA 94118

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@deyoungmuseum \ @legionofhonor

P300

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---

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@deyoungmuseum \ @legionofhonor

## :: FY20 Events / Annual Luncheon Menu

message

ontgomery@famsf.org <cmontgomery@famsf.org>

Wed, Aug 28, 2019 at 5:38 PM

Dear Mrs. Wilsey,

hope this email finds you well, and you are enjoying the final days of summer, I myself am still waiting on some proper sunshine which I'm told shows up sometime in September.

Regarding remarks for the Annual Donor Luncheon, if you agree, I think it would be appropriate for Jason to say a few words after you, which I can help draft. The schedule is outlined below, we currently have 275 RSVPs and anticipate to reach capacity.

11:30 am / Reception

Noon / Program (Koret Auditorium)

Diane B. Wilsey - Welcome

Jason Moment

Thomas P. Cambell - Director's Preview

1 pm / Lunch (Wilsey Court)

Additionally, please mark your calendar for the below event in celebration of *Soul of a Nation: Art in the Age of Black Power 1963–1983*. Currently, 20 of the 35 living artists represented in the exhibition will be traveling to San Francisco for the opening events at de Young.

**Soul of a Nation Artist Lunch**

Hosted by Pamela Joyner

The Battery

Friday, November 8th | 11:30 am - 1:30 pm

I look forward to seeing you at the museums very soon.

Best,  
Carrie

On Tue, Aug 13, 2019 at 11:07 PM Diane Wilsey [Privacy-Email](#) > wrote:

Thank you

Sent from my iPhone

On Aug 14, 2019, at 2:11 AM, Carrie Montgomery <cmontgomery@famsf.org> wrote:

Dear Mrs. Wilsey,

Wonderful, thank you for your input regarding the menu for the Annual Donor Luncheon!  
So glad you are able to join for most of the events, we will, of course, send individual print invitations for each event.

I'll re-connect in the coming weeks to share the remainder of the calendar for spring of next year, and a few additional events that are in the process of being confirmed for this fall.

Looking forward to seeing you at the museums very soon.

All my best,  
Carrie

On Tue, Aug 13, 2019 at 12:23 AM Diane Wilsey [Privacy-Email](#) > wrote:  
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Dear Mrs. Wilsey,

I hope this email finds you well.

Please see the attached list of upcoming events for the remainder of the year. This list includes Exhibition Openings, a few Public Programs which may be of interest to you, as well as confirmed Leadership Circle Events.

Please let me know if you have any questions.

In addition, may you have menu suggestions for the **Sept 16th Annual Donor Luncheon?** Including below the options, with my recommendations in red. Last year's menu is included for reference. Kindly let me know your thoughts.

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Dessert

- Lemon Cloud. Lemon Bavarian, Raspberry Quenelle Chocolate Dipped Strawberry
- Chocolate Pot de Creme. Florentine Cookie, Fresh Strawberry

Many thanks, and I look forward to hearing from you.

Best,  
Carrie

---

**Carrie F. Montgomery**

Director of Special Events

(she/her/hers)

Fine Arts Museums of San Francisco

de Young \ Legion of Honor

Golden Gate Park \ 50 Hagiwara Tea Garden Drive | San Francisco, CA 94118

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e. cmontgomery@famsf.org \ famsf.org

@deyoungmuseum \ @legionofhonor

<Luncheon\_menu\_R1.pdf>

<8\_12 \_ Upcoming FY20 Events .pdf>

P304

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**Carrie F. Montgomery**

Director of Special Events

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de Young \  
Legion of Honor  
fine arts museums  
of san francisco

Email Archive <emailarchive@famsf.org>

## Re: Soul of a Nation Audiotour

1 message

Privacy-Email

Mon, Aug 12, 2019 at 6:15 PM

Thank you for your support!

On Sun, Aug 11, 2019 at 1:45 PM Timothy Burgard <tburgard@famsf.org> wrote:

Hi Belva,

I am so pleased you have agreed to narrate the Soul of a Nation audiotour!

Given your extraordinary professional and personal history, you are the perfect person for this important role.

Best,

Tim

--  
Timothy Anglin Burgard  
Distinguished Senior Curator  
Curator-in-Charge of American Art  
Fine Arts Museums of San Francisco

## Re: Tina Wiley's Going Away Party

1 message

Privacy-Email

Mon, Jul 29, 2019 at 6:52 PM

Belva & Privacy-Email will see you tomorrow afternoon,

On Mon, Jul 29, 2019 at 2:59 PM Sheila Pressley <spressley@famsf.org> wrote:

Yay – Belva we would LOVE for both you and Privacy-Email to attend. See you tomorrow.

**From:** Belva Davis <Privacy-Email>  
**Sent:** Monday, July 29, 2019 1:59 PM  
**To:** Sheila Pressley <spressley@famsf.org>  
**Subject:** Re: Tina Wiley's Going Away Party

Hi Sheila: Belva Davis will attend. I'd like for Privacy-Email to attend also.

Belva

On Thu, Jul 18, 2019 at 1:01 PM Sheila Pressley <spressley@famsf.org> wrote:

Dear Revelations Community Representatives,

I hope this finds you all well. I am writing to invite you to a goodbye gathering for our wonderful Tina Wiley who is moving on to do important work with community investment at the San Francisco Arts Commission. (Yay for Tina, sad for the museum, good for SFAI!) Her last day at the Museums will be July 31. We are having a casual staff going away party for Tina and hope you can join us.

Tuesday, July 30, 4:30 – 6 pm

### Celebration of Tina Wiley's New Job

Schwab Classroom, 8<sup>th</sup> floor tower

de Young Museum

On a different note, we are thrilled to be hosting the upcoming exhibition, ***Soul of a Nation: Art in the Age of Black Power, 1963-1983***. This exhibition will be at the de Young from November 9/19 – 3/15/20. We will be hiring exhibition representatives for this important exhibition. A more formal invitation to participate will follow, but I do hope you will consider helping us out again!

Please let me know if you can come to Tina's party on July 30. If you are not able to attend but would like to send Tina good wishes feel free to email her [cwiley@famsf.org](mailto:cwiley@famsf.org).

Hope to see you soon!

Sheila

Sheila Pressley

Director of Education

Fine Arts Museums of San Francisco

de Young and Legion

50 Hagiwara Tea Garden Drive

San Francisco, CA 94118

415-750-7641

---

Pronouns: She/Her/Hers

## Re: Tina Wiley's Going Away Party

1 message

Privacy-Email

Mon, Jul 29, 2019 at 1:59 PM

Hi Sheila: Belva Davis will attend. I'd like for <sup>Priva</sup><sub>cy</sub> to attend also.  
Belva

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Please let me know if you can come to Tina's party on July 30. If you are not able to attend but would like to send Tina good wishes, feel free to email her cwiley@famsf.org.

Hope to see you soon!

Sheila

Sheila Pressley

Director of Education

Fine Arts Museums of San Francisco

de Young and Legion

50 Hagiwara Tea Garden Drive

San Francisco, CA 94118

Pronouns: She/Her/Hers

**Re: Mailing**

1 message

Privacy-Email

>

Thu, Jul 11, 2019 at 2:13 PM

Thank you! You never know in this environment,  
but you hope some kind person decided to support  
the museums with a generous gift.  
I remain hopeful that will happen and is still in the future.

On Tue, Jul 9, 2019 at 5:41 PM Melissa Powers <mpowers@famsf.org> wrote:

Hi Belva,

I'm placing in the mail tomorrow the materials that came for you, from Strategic Investment Group. Megan looked at it though, and says it is a solicitation.

Thank you,  
Melissa

Melissa Powers  
Manager of Board Relations and Special Projects

Fine Arts Museums of San Francisco  
de Young  
Legion of Honor

Golden Gate Park | 50 Hagiwara Tea Garden Drive | San Francisco, CA 94118  
p 415.750.3690  
e mpowers@famsf.org | famsf.org

## Re: Strategic Investment Group

1 message

Privacy-Email

Fri, Jul 5, 2019 at 8:10 PM

That would be great, thank you!

On Fri, Jun 28, 2019 at 9:40 AM Melissa Powers <mpowers@famsf.org> wrote:

Hi Belva,

A mailing came for you, from Strategic Investment Group. Would you like me to put in an envelope and send to you or is it not something you are interested in? I can open it if you'd like so you can get a better idea of what it is.

Thanks, and I hope you are well,

Melissa

Melissa Powers

Manager of Board Relations and Special Projects

Fine Arts Museums of San Francisco

de Young

Legion of Honor

Golden Gate Park | 50 Hagiwara Tea Garden Drive | San Francisco, CA 94118

p 415.750.3690

e mpowers@famsf.org | famsf.org

## Re: 6/4/2019: FAMSF and COFAM Board of Trustees Meetings (Supporting Materials)

1 message

Privacy-Email

>

Fri, May 31, 2019 at 10:03 PM

I will be attending the meeting.

On Fri, May 31, 2019 at 6:08 PM Melissa Powers <mpowers@famsf.org> wrote:

Good afternoon Trustees,

Attached please find the agendas and supporting documents for the following:

**WHAT:** FAMSF and COFAM Board of Trustees meetings

**WHEN:** June 4 (3:00 pm FAMSF; 3:30 pm COFAM)

**WHERE:** Legion of Honor, Board Room

Thank you for informing me of your plans to attend, if you haven't already. This will also help to ensure a quorum. Unfortunately, we will not be having a call-in option. Please note that this meeting is at the **Legion of Honor**.

We will be mailing out copies of the attached documents unless we otherwise have on file your preference to not receive a hard copy. Please let me know if you need any additional information.

Thank you,  
Melissa

Melissa Powers  
Manager of Board Relations and Special Projects

Fine Arts Museums of San Francisco  
de Young  
Legion of Honor

Golden Gate Park | 50 Hagiwara Tea Garden Drive | San Francisco, CA 94118  
p 415.750.3690  
e mpowers@famsf.org | famsf.org

## Re: Meetings today

1 message

Privacy-Email

Wed, May 15, 2019 at 1:38 PM

Hi everything worked out fine  
Thanks for letting me know.  
See you again soon as promised.  
Belva

On Tue, May 14, 2019 at 7:44 AM Skot Jonz <sjonz@famsf.org> wrote:

Hi Belva,  
I'm here early this morning getting ready for Acquisitions Committee, and probably too early to call. I got your message about meetings today. I can't recall which you are on, but I believe it is Nominating.

Noon-2pm is FINANCE  
2:30 - 4pm is NOMINATING

both in Rohlen

Sorry I can't call, as I will be in my meeting until noon. Hope you are well, and maybe I will get to see you later.

Skot

—  
**Skot Jonz**

*Executive Assistant and Project Assistant*  
p 415.750.2635 | sjonz@famsf.org | famsf.org

## Re: 4-25-19 Director's Dinner

1 message

Privacy-Email

>

Mon, Apr 15, 2019 at 6:46 PM

Hi, I am following this closely because [Privacy](#)

I told her to expect an invitation from the Director's office and mailed the one Scotz gave me for her; after the meeting.

I will check by phone tomorrow. She should have received one or the other by now. Also, were any others on my list invited

Belva

On Mon, Apr 15, 2019 at 6:14 PM Megan Bourne <mbourne@famsf.org> wrote:

Hi Belva,

Following up on our conversation, here is the electronic invitation to the Director's Dinner. This was emailed to Valerie Coleman and Robert Morris and they also were mailed the paper invitation that I gave you last week. They have not yet rsvpd. Did you get a chance to talk with Ms. Coleman last week? Would you like to follow up with her?

Many thanks!

Megan

**Megan Bourne**

Chief of Staff, Executive Secretary to the Board of Trustees

Fine Arts Museums of San Francisco

de Young | Legion of Honor

Golden Gate Park | 50 Hagiwara Tea Garden Drive | San Francisco, CA 94118

p 415.750.3669 | c 415.260.0217

mbourne@famsf.org | famsf.org

## Re: Meeting with Thomas Campbell // Reschedule

1 message

Privacy-Email

>

Thu, Apr 4, 2019 at 11:19 PM

Either date works for me.

Belva

On Wed, Mar 27, 2019 at 4:42 PM Jenny Sonnenschein <jsonnenschein@famsf.org> wrote:

Dear Belva,

Tom just let me know a few moments ago that he has to fly to the east coast early on April 5 for family obligations. He is very sorry, but because of this, he must ask to reschedule the meeting we set for April 5 at 9:30 am.

Might one of these new times work for you:

Friday, April 19, 12:30 pm lunch at de Young Museum

Friday, April 26, 2:15 or 3:15 pm coffee at de Young Museum

If these dates do not work please feel free to suggest some that do.

Very best,

Jenny

**Jenny Sonnenschein**

Executive Assistant to the Director and CEO

Fine Arts Museums of San Francisco

de Young

Legion of Honor

Golden Gate Park | 50 Hagiwara Tea Garden Drive | San Francisco, CA 94118

P316

e jsonnenschein@famsf.org | famsf.org

## Re: Audio Tour for de Young Museum

1 message

Privacy-Email  
Cc: Privacy-Email

Tue, Sep 10, 2019 at 4:52 PM

Dear Esailama -

I'm the writer working with Sheila on the Souls of a Nation audio guide. Thank you so much for proposing October 8th for recording - that sounds great, and Sheila says she believes that Ms. Davis will also be able to join us that day.

Where do you think Mr Glover would prefer to record with Ms Davis (Sheila and I will also be there)? I can book a recording studio in San Francisco, or we can bring a recording engineer to a home or office - wherever is best for Mr Glover and Ms Davis, as long as it has a quiet space.

It would be great to have an initial phone conversation with Mr Glover before that too, as you suggest, to discuss the project. Since Sheila and I already met with Ms Davis, I could simply call him to explain what our aims are, and to hear his thoughts - or, if he and Ms Davis would prefer to both be on the call, please let me know. Would any of the following times suit Mr Glover for a call:

9/11 12.30pm onwards

9/12 any time

9/13 any time

9/16 2pm onwards

9/17 3pm onwards

9/18 2pm onwards

9/19 9am- 2.30pm

Again, thank you so much for helping us set this up, and many thanks to Mr Glover for making time to help us with the project.

Best,

Frances.

Frances Homan Jue

Privacy-Phone

Number

On Tue, Sep 10, 2019 at 2:52 PM Esailama Artry-Diouf <esailama@carrieproductions.com> wrote:

Greetings Sheila,

One more note, the Privacy [REDACTED] We are now finalizing the contract.

What could work for us would be the following:

- A conference call to discuss the project versus an in-person meeting
- October 8<sup>th</sup> for the recording (the 3 hour block of time you can tell me what works for your team).

Best regards,

Esailama.

Esailama Artry-Diouf

Director of Communications

For Danny Glover

Carrie Productions Inc.

**From:** Sheila Pressley [mailto:[spressley@famsf.org](mailto:spressley@famsf.org)]

**Sent:** Tuesday, September 10, 2019 12:16 PM

**To:** Esailama@carrie Productions.com

**Cc:** Frances homan jue <[Privacy-Email](#)>

**Subject:** Audio Tour for de Young Museum

Dear Esailama,

I just spoke with Belva Davis who gave me your contact information regarding Danny Glover's participation in working with Belva on an audio tour for the upcoming exhibition (at the de Young) Soul of a Nation: Art in the Age of Black Power, 1963-1983. Please see the email to Belva below and let me know if you have time for a phone conversation so I can explain further. Thank you so much.

Sheila

Sheila Pressley

Director of Education

Fine Arts Museums of San Francisco

de Young and Legion

50 Hagiwara Tea Garden Drive

San Francisco, CA 94118

415-750-7641

Pronouns: She/Her/Hers

**From:** Sheila Pressley <[spressley@famsf.org](mailto:spressley@famsf.org)>

**Sent:** Monday, September 9, 2019 5:37 PM

**To:** <[Privacy-Email](#)>

**Cc:** 'Frances homan jue' <[Privacy-Email](#)>

**Subject:** Audio Tour for de Young Museum

Dear Belva -

Thank you for asking Danny Glover to assist with our audio tour of Soul of a Nation: Art in the Age of Black Power, 1963-1983. . We are very excited and grateful to you both. I spoke with Frances (copied here), the author of the audio tour, and she suggests that we invite you and Mr. Glover to a meeting soon in either: a recording studio, the Legion of Honor, or either of your homes. Please select whatever is most comfortable and easy for you both. We would like to record you and Mr. Glover having casual conversation about ...

\*\*\*\*\*

- the 1963 Civil Rights March on Washington - Belva's story about her pastor and friends going - what did they tell her about it afterwards? how did it feel not to be able to be there? Mr. Glover - would have been 17 years old. Did he/his family know people who went?

- the Black Power and Black Panther movements/death of Fred Hampton/Black Panther movement in the Bay Area

- David Hammons "Admission Office" door - this could be a place to ask about Mr. Glover's activism at SF State around the 1968 students' strike (which brought about the establishment of the Black Studies Dept, and any other issues about education/African-American students in the 1960s that they'd like to talk about

- The Watts rebellion

- Rainbow Sign, Berkeley

\*\*\*\*\*

We would like to have this meeting in the next few weeks. We will only need 1 to 2 hours of your time. Some times that could work for us are.

9/11 available from 12.30pm onwards

9/12 any time

9/13 any time

9/16 available 2pm onwards

9/17 not available

9/18 2pm onwards

9/19 9am- 2.30pm

9/23 1.30pm onwards

9/24 12pm onwards

9/25 2.30pm onwards

9/26 not available

9/27 any time

Can you please pass these dates along to Mr. Glover's assistant and see if anything works.

After this recording Frances will write a script that you and Mr. Glover will have a chance to review and make changes to. She will write the script in "your" voices.

**We would need you both then to record the script between 10/22 and 10/25. This recording can literally take place anywhere in the world and should only take 2 to 3 hours.**

I hope this all is agreeable to you both. Feel free to reach out with any questions. Thank you so much.

Sheila

Sheila Pressley

Director of Education

Fine Arts Museums of San Francisco

de Young and Legion

50 Hagiwara Tea Garden Drive

San Francisco, CA 94118

415-750-7641

Pronouns: She/Her/Hers

## Audio Tour for de Young Museum

1 message

spressley@famsf.org <spressley@famsf.org>

To: Privacy-email [REDACTED]

Mon, Sep 9, 2019 at 5:37 PM

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9/17 not available

9/18 2pm onwards

9/19 9am- 2.30pm

9/23 1.30pm onwards

9/24 12pm onwards

9/25 2.30pm onwards

9/26 not available

9/27 any time.

Can you please pass these dates along to Mr. Glover's assistant and see if anything works.

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Sheila

Sheila Pressley

Director of Education

Fine Arts Museums of San Francisco

de Young and Legion

50 Hagiwara Tea Garden Drive

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415-750-7641

Pronouns: She/Her/Hers

de Young |  
Legion of Honor  
fine arts museums  
of san francisco

Email Archive <[emailarchive@famsf.org](mailto:emailarchive@famsf.org)>

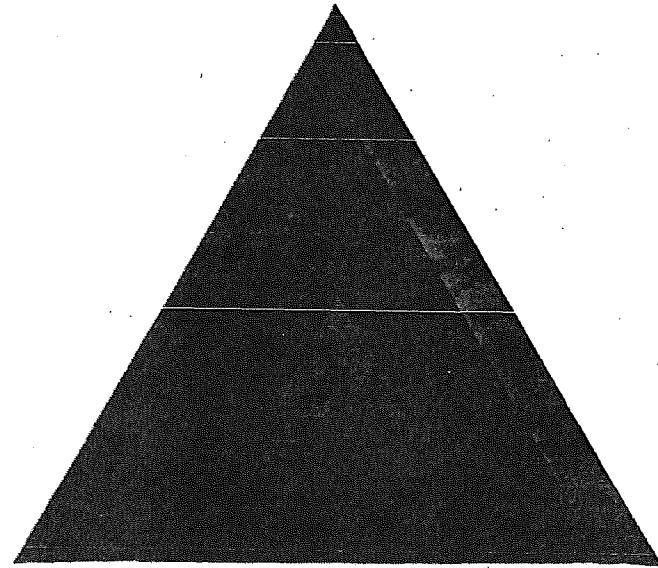
## You're Invited | 11.8 "Soul of a Nation" Luncheon at the Battery

1 message

[specialevents@famsf.org](mailto:specialevents@famsf.org) <[specialevents@famsf.org](mailto:specialevents@famsf.org)>

Mon, Sep 9, 2019 at 1:01 PM

Bcc: [Privacy](#)



Pamela Joyner, Chair of the Tate Americas Foundation, and the Fine Arts Museums of San Francisco invite you to a luncheon in honor of the artists in

### ***Soul of a Nation: Art in the Age of Black Power 1963 - 1983 at the de Young museum.***

Friday, November 8, 2019

11:30 am to 1:30 pm

Luncheon and Panel Discussion moderated by Mark Godfrey, Senior Curator, International Art, Americas and Europe, Tate Modern

The Battery  
717 Battery Street  
San Francisco, California

RSVP by Friday, November 1 to [specialevents@famsf.org](mailto:specialevents@famsf.org) or 415 750 7648.

Image credit: Jack Whitten *Homage to Malcolm X* 1970

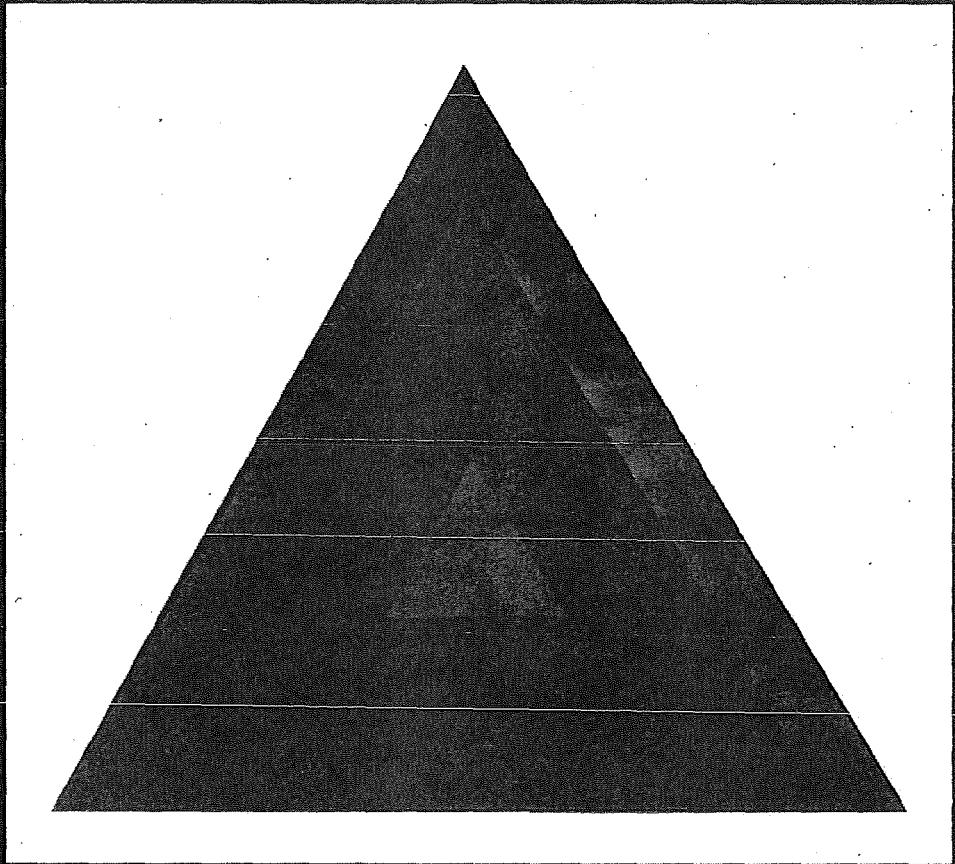
Promised gift by the Joyner/Giuffrida Collection to Tate Americas Foundation, courtesy of the  
Jack Whitten Estate and Hauser & Wirth. Photo: Christopher Burke © Jack Whitten Estate

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Special Events, Development

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 **Invitation for Nov 8 SoaN Luncheon (1).pdf**  
172K



Jack Whitten *Homage to Malcolm X* 1970

Promised gift by the Joyner/Giuffrida Collection to Tate Americas Foundation, courtesy of the Jack Whitten Estate and Hauser & Wirth. Photo: Christopher Burke © Jack Whitten Estate

Pamela Joyner, Chair of the Tate Americas Foundation, and the Fine Arts Museums of San Francisco invite you to a luncheon in honor of the artists in

## **SOUL OF A NATION: ART IN THE AGE OF BLACK POWER 1963-1983 AT THE DE YOUNG MUSEUM**

FRIDAY, NOVEMBER 8, 2019

11:30 am to 1:30 pm

Luncheon and Panel Discussion moderated by Mark Godfrey, Senior Curator, International Art, Americas and Europe, Tate Modern

THE BATTERY  
717 Battery Street  
San Francisco, California

**de Young**   
museum

## **FAMSF EXHIBITION TOOLKIT**

### **ESSENTIAL INFORMATION**

**TITLE:** *Soul of a Nation: Art in the Age of Black Power 1963–1983*

**DEPARTMENT/CURATOR:** American Art / Timothy Anglin Burgard, curator in charge

**DATES:** November 9, 2019–March 15, 2020

**MUSEUM AND GALLERIES:** de Young, Herbst Exhibition Galleries

**NUMBER OF OBJECTS (FAMSF vs. LOANS):** Approx. 170 works. The exhibition will be almost entirely composed of loans, as FAMSF holdings in the chronological period covered by the exhibition (1963–1983) are weak.

### **OTHER ORGANIZER, VENUES, and DATES:**

Tate Modern, London: July 12–October 22, 2017

Crystal Bridges Museum of American Art, Bentonville, AR: February 2–April 23, 2018

Brooklyn Museum of Art, New York: September 7, 2018–February 3, 2019

The Broad, Los Angeles: March 23–September 1, 2019

de Young, San Francisco: November 9, 2019–March 8, 2020

Museum of Fine Arts, Houston: April 26–July 19, 2020

### **EXHIBITION POSITIONING:**

#### **WHY HERE?**

The Fine Arts Museums of San Francisco have a proud history of engaging with African American culture and the Civil Rights movement. In addition to actively collecting African American art, we have long tackled social and political issues through an exhibition program that takes risks, engages the community, and includes vital voices. In the winter of 1968–1969, the museum organized the exhibition *The Black Panthers: A Photographic Essay by Ruth-Marion Baruch and Pirkle Jones*. The exhibition drew more than 100,000 visitors and sparked significant debate. The exhibitions *Henry Ossawa Tanner* (1991) and *Jacob Lawrence: The*

*Frederick Douglass and Harriet Tubman Series of 1938–40* (1993) explored the works of these two pioneering artists. *Beat Culture and the New America: 1950–1965* (1996) and *Rhapsodies in Black: Art of the Harlem Renaissance* (1998) both addressed the significant cultural contributions of African American artists, writers, musicians, and performers. *The Quilts of Gee’s Bend* (1996) and *Revelations: Art from the African American South* (2017), comprising works by self-taught artists, sought to expand conventional definitions of American art to more accurately represent our nation’s diverse cultures.

### **WHY NOW?**

Featured works in the acclaimed exhibition address essential questions that continue to shape national conversations about race, identity, representation, civil rights, and politics. Visitors will be provoked by the resonance between works created at the height of the Black Power movement and debates that continue today. Within the context of the impending presidential election and the ascendancy of contemporary civil rights groups such as Black Lives Matter, revisiting the world of these artists helps us better understand our own.

### **WHAT IS DIFFERENT/NEW?**

The world around these artworks has dramatically shifted: the artists included in *Soul of a Nation* were responding to now-historic events such as the March on Washington, the assassinations of Martin Luther King Jr. and Malcolm X, and the powerful rhetoric of figures such as Angela Davis. These artists harnessed the energy of political and social debate and used their work to advocate for equality and justice, both inside and outside the institutions of the American art world.

Contemporary viewers benefit from the perspective we have gained on American art and politics decades later—our present-day appraisal of these works will undoubtedly be influenced by contemporary events, such as the legacy of Barack Obama’s presidency, the ascendancy of the Black Lives Matter movement, and the 116th Congress, which brought a record number of women and African Americans members to Washington, DC. The works in this exhibition speak across time, reminding us of the struggles for the racial liberty, justice, and creative freedom that have shaped the world in which we live today.

**BUZZ WORDS:**

Black Power; Black Feminism; Black is Beautiful, Civil Rights movement, empowerment; diversity; radical; activism; collective; community; equity; Black artists; inclusion; justice; equality; intersectionality; African American; American art; figurative; abstract; painting; drawings, prints; posters; photography; collage, assemblage; sculpture; performance; textiles; AfriCOBRA; Spiral; politics; critical; Black Arts Movement; discourse; groundbreaking; identity politics; Black Emergency Cultural Coalition; political content; Black Panther Party; Black Panthers; San Francisco Bay Area; social justice

**BLURB(S) (approx. 50 words):**

*Soul of a Nation: Art in the Age of Black Power 1963–1983* addresses two pivotal decades when conversations about race and identity defined national politics and social ideals. Inspired by the Civil Rights movement, African American artists in the exhibition promoted cultural pride, collective solidarity, and empowerment through powerful, political work. The de Young's presentation uniquely includes pieces closely connected to the Bay Area.

**DESCRIPTIVE SUMMARY (approx. 150 words):**

This fall, the de Young museum is hosting the internationally acclaimed exhibition, *Soul of a Nation: Art in the Age of Black Power 1963–1983*, which was organized by Tate Modern in London. This powerful and provocative presentation focuses on the pivotal decades between 1963 and 1983, when conversations about race and identity defined national politics and social ideals. Featuring more than 150 works by over 60 artists, the de Young's presentation uniquely includes pieces closely connected to the San Francisco Bay Area.

Galvanized to take action by the racism and prejudice that pervaded the nation, and inspired by the Civil Rights struggle for equality and justice, African American artists contributed to the Black Power movement by promoting personal pride, collective solidarity and empowerment, political and social activism, and pan-African nationalism.

Their paintings, drawings, prints, photographs, collages, assemblages, and custom clothing honored heroes and martyrs such as Dr. Martin Luther King Jr. and Malcolm X, combated racism and racist stereotypes, and helped disseminate the idea that "black is Beautiful." Long marginalized, these revelatory works and the enduring relevance of their message are now understood to be central to the complex history of American culture.

**FIVE KEY POINTS OR "FUN FACTS":**

1. The exhibition addresses the importance of artist collectives as alternatives to institutions. Among these are the Spiral group, AfriCOBRA, and the Black Arts Movement.
2. Some works in the exhibition respond to legendary cultural figures from this period of American culture, such as Dr. Martin Luther King Jr., Malcolm X, Angela Davis, John Coltrane, Jack Johnson, and Muhammad Ali.
3. Diverse sociopolitical campaigns featured in the exhibition include the Civil Rights movement, the Black Power movement, and the Black Feminism movement.
4. The period documented by the exhibition marks a moment in American history when art was a key force in effecting social and political change.
5. The San Francisco Bay Area will be featured in the exhibition as a significant locus of artistic and political action, represented through the inclusion of artists such as Emory Douglas, the Black Panthers' minister of culture and designer of posters for *The Black Panther* newspaper.

**NARRATIVE (approx. 750 words):**

*Soul of a Nation: Art in the Age of Black Power* 1963–1983 offers a survey of diverse artistic responses to the most seismic years of African American social activism, 1963 to 1983. The exhibition is divided into sections which address important artistic collectives, the rise of the Black Power movement, the greater social impact of the 1965 Watts Riots in Los Angeles, and the distinct expressions of the Black Power movement which coursed through artistic engagement with photography, abstraction, figuration, painting, sculpture, assemblage, textile arts, and poster design.

The exhibition takes as its point of departure the influential Spiral collective. Founded by Romare Bearden, Charles Alston, Norman Lewis, and Hale Woodruff in 1963, the Spiral group mounted a single group exhibition in 1965, agreeing to show only "works in black and white." Lewis argued, "Our group should always point to a broader purpose and never be led down an alley of frustration. Political and social aspects should not be the primary concern; esthetic ideas should have preference. Is there a Negro Image?" In later years, successive generations of African American artists would look back to the Spiral group as a model for creative and independent self-determination.

As artists looked for opportunities to display their work and form their own exhibitions, public spaces offered new opportunities for displaying images of social justice and collective power. From 1967 to 1971, the Visual Arts Workshop of the Chicago artist

collective Organization of Black American Culture (OBAC) painted multiple iterations of *The Wall of Respect*, a celebratory mural located on the city's South Side. Featuring images of African American heroes, leaders, and icons, the mural became a community gathering place and inspired similar mural projects in other major American cities.

The urgency that drove major projects like *The Wall of Respect* also was motivated by the Black Power and Black Arts movements, which influenced African American artists to embrace the idea of creating art specifically for their own communities. Activist Stokely Carmichael first pronounced the rallying cry of "Black Power!" in a speech at the Mississippi March Against Fear in 1966. The phrase became a motto, a call to arms, and a declaration of the refusal to continue to tolerate racial violence. The ultimate visual expression of Black Power was located in the defiant image of a raised fist.

While the energy of the Black Power movement carried across the United States, different local communities were shaped by distinct incidents of inequity, injustice, and violence. One section of the exhibition illustrates the profundity of the artistic responses to the Watts Riots in Los Angeles, which broke out on August 11, 1965. The riots erupted after a white California Highway Patrolman pulled over Marquette Frye, a young African American motorist. A crowd gathered around the scene of the arrest, and the tensions which rippled among the onlookers erupted into five days of destructive violence. After the riots ceased, many artists took it upon themselves to restore their community through public art projects, often utilizing found objects in their work.

AfriCOBRA (the African Commune of Bad Relevant Artists), formed in Chicago in 1968, was one of the few organized groups at this time that tried to explain their group aesthetic in writing. Many of the group's members had been involved in painting *The Wall of Respect*, and their conversations turned toward whether a uniquely Black art movement could be based on a shared sensibility. The group met weekly and discussed revolutionary politics, and in 1970 they produced a manifesto. Chief among their interests was "The expressive awesomeness that one experiences in African art and life in the U.S.A."

Another theme that courses throughout the exhibition is the tension between abstraction and figuration. While some artists harnessed the political power of figurative imagery in service of urgent identity politics, others saw abstraction as a means for impactful African American expression. Many African American abstract artists exhibited their art together but also pursued exhibition opportunities with artists of different races and backgrounds in order to expand the number of venues in which they could show their work. Historically, African American artists were rarely given the same space and attention as white artists in the 1960s and 1970s. Community collectives such as Just Above Midtown (JAM) provided a platform for artists who struggled to find exhibition opportunities in mainstream galleries. Established in 1974 by 23-year-old Linda Goode Bryant, JAM demonstrated how art spaces run by African Americans could represent their own people.

and communities. From 1974 to 1986, JAM was “a hub of creative energy.” The final room of the exhibition is dedicated to JAM’s lasting influence, which still reverberates through art communities across the United States. Bryant’s call to action, energy, and community support serves as a lasting legacy of *Soul of a Nation: Art in the Age of Black Power 1963–1983*.

**ARTIST BIO OR ARTISTS’ BIOS (approx. 100–125 words per bio; official bios to be vetted by PR by R2):** This major exhibition features ca. 170 works by approximately 60 different artists:

Emma Amos	Sam Gilliam	Noah Purifoy
Benny Andrews	David Hammons	Martin Puryear
Romare Bearden	Barkley L. Hendricks	Herbert Randall
Cleveland Bellow	Virginia Jaramillo	Faith Ringgold
Dawoud Bey	Jae Jarrell	Herb Robinson
Frank Bowling	Wadsworth Jarrell	Betye Saar
Kay Brown	Daniel LaRue Johnson	Raymond Saunders
Elizabeth Catlett	Barbara Jones-Hogu	Robert Sengstacke
Dana C. Chandler, Jr.	Cliff Joseph	Beauford Smith
Ed Clark	Carolyn Lawrence	Ming Smith
Adger Cowans	Norman Lewis	Smokehouse Associates
Darryl Cowherd	Tom Lloyd	Nelson Stevens
Robert Crawford	Alvin Loving	Alma Thomas
Roy DeCarava	Phillip Lindsay Mason	Bob Thompson
Beauford Delaney	Archibald Motley	Andy Warhol
Jeff Donaldson	Alice Neel	Timothy Washington
Emory Douglas	Senga Nengundi	Charles White
Louis Draper	Lorraine O’Grady	Jack Whitten
Melvin Edwards	John Outterbridge	Gerald Williams
Al Fennar	Joe Overstreet	Randy Williams
Reginald Gammon	Howardena Pindell	William T. Williams

**CURATORS’ BIOS (approx. 50–100 words per bio; official bios to be vetted by PR by R2):**

Organizing curators: Tate Modern’s Mark Godfrey (senior curator, international art) and Zoé Whitley (former curator, international art).

**Mark Godfrey, senior curator, international art, Tate Modern**

Mark Godfrey is senior curator of international art (Europe and Americas) at Tate Modern, London, and professor at Slade School of Fine Art, University College

London. He works for frieze, Artforum, OCTOBER, Parkett, amongst others. He formerly held the post of lecturer in history and theory of Art at the Slade School of Fine Art, University College London. He has written exhibition catalogue essays on the work of Tacita Dean, Matthew Buckingham, Sharon Lockhart, Fiona Tan, and Eva Hesse, and a survey essay for the Phaidon monograph on Anri Sala. He has organized exhibitions for Catherine Yass, Douglas Huebler, and Matthew Buckingham.

**Zoé Whitley, senior curator, Hayward Gallery, London [former curator, international art, Tate Modern]**

As curator of international art at Tate Modern, before which she was a Tate research curator, Zoé Whitley was committed to presenting a global perspective on art. Her most notable curatorial credit for that museum is *Soul of a Nation*. Prior to becoming a curator at Tate, Whitley held positions at the Victoria & Albert Museum in London and the Studio Museum in Harlem, New York. She moved to London in 2001 from Washington DC to study for an MA at the Royal College of Art and work as a paperkeeper at the National Art Library.

**Venue curator: Timothy Anglin Burgard, curator in charge, American art, Fine Arts Museums of San Francisco**

Timothy Anglin Burgard studied art history at Dartmouth College (BA) and Columbia University (M.A., M. Phil.). He worked previously at the Harvard University Art Museums, where he served as the University's first curator of American art. He designed the 2005 reinstallation of the new de Young museum's permanent collection of American art. He is the curator of twenty-nine exhibitions and the author or coauthor of seventeen books and nine articles. Through his curatorial work, he has pursued his strong interest in contextual, interdisciplinary, and multicultural studies that have transformed traditional categorizations of American art and that link the art of the past and the present.

**DONOR RECOGNITION: Please consult the credit line document prepared by Development (P:Exhibitions/AEA/Exhibition Credit Lines).**

**SENSITIVE INFORMATION:**

**Are there any sensitive topics and/or images to avoid and/or instructions to be considered in external communications about the exhibition?**

Please note that the exhibition includes images representing the following potentially sensitive topics:

**Violence: The Watts Riots**

The Watts Riots, which took place in Los Angeles on August 11–16, 1965, is the sole focus of one of the exhibition galleries. The riots decimated an entire neighborhood after an event which will be all too familiar to contemporary visitors: the riots began after a white California Highway Patrolman pulled over Marquette Frye, a young African American motorist. A crowd gathered around the scene of the arrest, and the tensions that rippled among the onlookers erupted into five days of destructive violence.

**Violence: Black Panther militarism**

Jeff Donaldson, *Wives of Sango* (1971); Emory Douglas posters; Faith Ringgold design for *All Power to the People* poster (1970), Jae Jarrell, *Revolutionary Suit* (1969, remade 2010)

**Violence: Lynching**

Archibald Motley, *The First One Hundred Years* (ca. 1963–1972)

**Violence: General**

Faith Ringgold; *United States of Attica* (1971–1972) and *American People Series #18: The Flag is Bleeding*; David Hammons, *Injustice Case* (1970)

**Stereotypes Subverted (blackface and Aunt Jemima)**

Some artists in the exhibition appropriate offensive imagery to combat it.

See especially two works by Betye Saar: *Sambo's Banjo* (1971–1972) and *The Liberation of Aunt Jemima* (1972)

**Controversial Figures**

Some viewers may have some difficulty with the revolutionary figures celebrated in this exhibition, such as Malcolm X and Angela Davis.

**Nudity**

Barkley Hendricks, *Brilliantly Endowed (Self-Portrait)*, 1977; David Hammons, *Untitled (Double body print collage)*, 1976]; Adger Cowans, *Nude, New York* (1970); Herb Randall, *New Jersey* (1960s); Beuford Smith, *Woman Bathing* (1967).

**Style guide:**

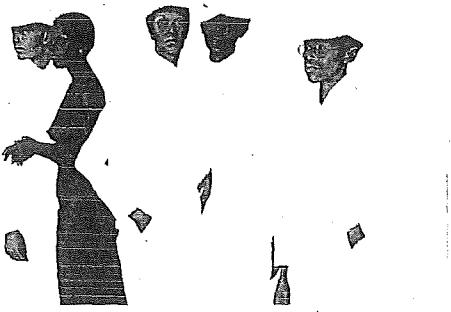
- Civil Rights movement, Civil Rights era [Note: This is inconsistent with *The Chicago Manual of Style* but consistent with styling for *Revelations: Art of the African American South*.]
- Black [Note: This is inconsistent with *The Chicago Manual of Style* but consistent with styling in the Tate's catalogue for this exhibition.] and White, with regard to race
- m/Movement: Black Power movement, Black Feminism movement **but** Black Arts Movement (BAM)
- Watts Rebellion (not Watts Riots or Watts Uprising)

**THIRD-PARTY APPROVALS:** (Are there any third-party approvals from coordinating museums and/or institutions required for outward-facing materials? If so, please describe and provide a schedule for said approvals.)

**KEY IMAGES:** Given our accelerated schedule, the images below have been selected for the following purposes, including but not limited to invitations, flyers, signage, emails, mailers, website, annual report, proposals, presentations, advertising, and press outreach.

For each key image, please include a thumbnail illustration, complete caption, credit line, and a brief text of approx. 100 words describing the significance of the object. Please cite the source of extended text [curator, catalogue, e.g.]. Additional objects may be added or swapped as significant loans are approved.

Please pick up final tombstone info from Robert Carswell's rights log for this exhibition.



Barkley Hendricks

*What's Going On*, 1974

Oil paint, acrylic paint and acrylic resin paint on canvas  
Megan & Hunter Gray, New York

One of Barkley Hendricks' best known portraits, *What's Going On* takes its title from Marvin Gaye's seminal 1971 protest album, which featured lyrics addressing issues of racism, violence, poverty, drug abuse, the environment, and war. Inspired by Gaye's music and the sight of his well-dressed friends and neighbors, Hendricks painted this striking monochrome image in his trademark style which later became known as "cool realism."



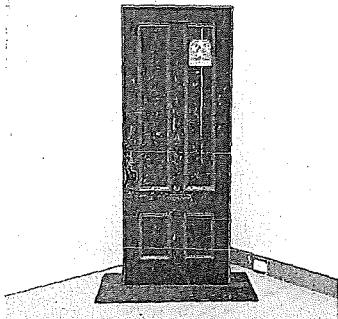
Wadsworth Jarrell

*Black Prince*, 1971

Acrylic paint on canvas

Collection of Munson and Christina Steed, Atlanta

*Black Prince* incorporates Malcolm X's own words into a colorful portrait of the human rights activist and prominent black nationalist leader Malcolm X. Jarrell created this work for the second AfriCOBRA (African Commune of Bad Relevant Artists) exhibition in 1971. Formed on the South Side of Chicago in 1968, the group sought to balance politics and aesthetics in their powerful and innovative works, which intended to uplift and inspire the African American community.



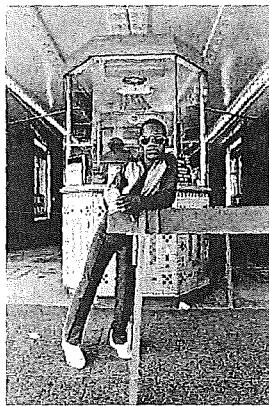
Dana C. Chandler

*Fred Hampton's Door 2*, 1975

Acrylic paint on wood

Collection of Professor Dana Chandler

In 1967, Dana Chandler witnessed a peaceful Civil Rights protest interrupted by police violence. The incident cemented the artist's commitment to social justice and the Black Power movement. The bullet-ridden *Fred Hampton's Door 2* refers to the murder of Fred Hampton, chairman of the Illinois chapter of the Black Panther Party, who was shot in his own bed by Chicago police on December 4, 1969.



Dawoud Bey

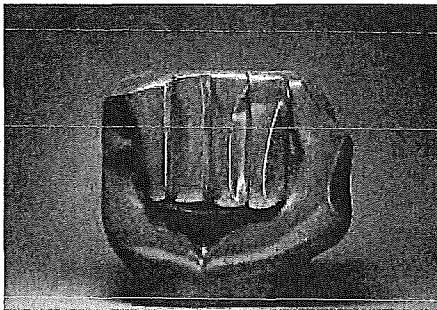
*A Boy in front of the Loews 125th Street Movie Theater*, 1976, printed by 1979

Photograph, gelatin silver print on paper, 20 7/8 x 18 7/8 x 1 1/4 in.

© Dawoud Bey

*A Boy in Front of the Loews 125th Street Movie Theater* is an image Dawoud Bey's important photo series *Harlem, U.S.A.* In this series, Bey explores various approaches to representing this important neighborhood—a historic center for African American art and culture. Here, Bey emphasizes the way in which the boy expresses himself through his

clothing and posture. The imposing architecture of the movie theater and wooden barricade gesture toward the implements of social control that shape his daily life.



Elizabeth Catlett

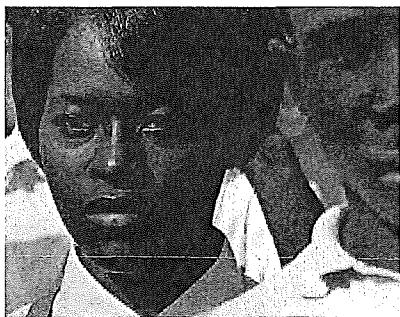
*Black Unity* (detail), 1968

Cedar, 21 in. x 12 1/2 in. x 23 in.

Crystal Bridges Museum of American Art, Bentonville, Arkansas, 2014.11.

© Catlett Mora Family Trust/VAGA at ARS, NY. Photography by Edward C. Robison III

Catlett created the powerful wood sculpture *Black Unity* more than two decades after moving to Mexico and six years after taking Mexican citizenship. The defiant form of the oversized fist conjures many associations, such as the iconic image of Tommie Smith and John Carlos raising their fists during at the 1968 Mexico City Olympics.



Roy DeCarava

Mississippi freedom marcher, Washington, DC, 1963

Photograph, gelatin silver print on paper

Courtesy of Sherry DeCarava and the DeCarava Archives © Roy DeCarava

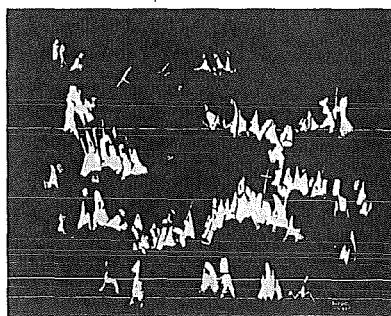
Roy DeCarava traveled widely as a freelance photograph through the 1950s and 1960s. His work allowed him to observe the various expressions of the Civil Rights movement firsthand. In this image of a Mississippi freedom marcher, Washington DC, DeCarava's

mastery of portraiture is on full display. As the viewer, we search this young woman's relaxed and intense expression for evidence of the major event identified in the image's descriptive title.



Barbara Jones-Hogu  
*Unite (First State)*, 1969  
Screenprint  
© Barbara Jones-Hogu

Barbara Jones-Hogu was a central figure of the Black Arts Movement in Chicago and a founding member of AfriCOBRA. Working across media, Jones-Hogu created a large body of work centered on the political spirit of the Black arts community. Recognized for her contributions to the major mural project *The Wall of Respect* (1967) on Chicago's South Side, she is also closely identified with this print, which offers an example of her signature style, combining figuration with bold, graphic text.



Norman Lewis, *America the Beautiful*, 1960  
Oil paint on canvas  
From the collection of Tonya Lewis Lee and Spike Lee

In *America the Beautiful*, Norman Lewis uses the language of abstraction to describe racial injustice in America. While the white marks on the black ground initially appear as expressive gestural forms, upon closer inspection these shapes reveal themselves to be members of the Ku Klux Klan dressed in white robes. Other forms resemble the burning crosses which have historically been deployed by this hate group as a major form of racial violence inflicted upon African Americans.



Benny Andrews, *Did the Bear Sit Under the Tree?*, 1969

Oil paint, fabric and zipper on canvas

Emanuel Collection

This work was created as a reflection on the Civil Rights protests of the 1960s. Andrews explained, "It is a Black person who is shaking his fist at the very thing that is supposed to be protecting him [the flag] and that he's operating under." The flag is composed of a roll of fabric, while the figure's mouth is fashioned from a zipper. "I started working in collage because I found oil paint so sophisticated and I didn't want to lose my sense of rawness. Where I am from, the people are very austere. . . . We wear rough fabrics. . . . These are my textures."

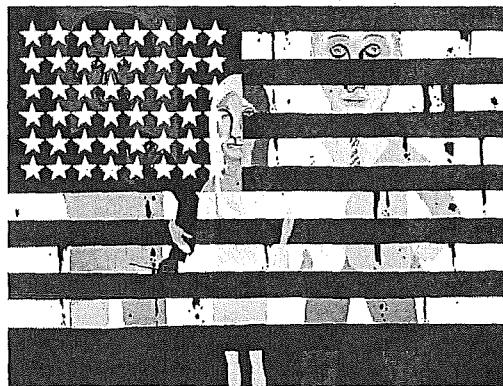


Charles White, *Wanted Poster No. 5*, 1969

Oil paint on board

Collection of Arthur Primas

In the 1960s, Charles White found a series of antebellum posters advertising slave auctions and rewards for runaway slaves. This difficult visual material inspired the artist to create a series of paintings placing contemporary African Americans in the context of traditional "Wanted" posters. White names the figures as "Ida," "Clotel," and "Edmonia." However, in contrast to traditional "Wanted" posters, White does not indicate why these people are wanted; but rather only that they are. The date in the upper left corner, 1619, is associated with the year when captured Africans were first brought to Jamestown. The date in the upper right, 19??, indicates that slavery's end remains undetermined.



Faith Ringgold, *American People Series #18: The Flag is Bleeding*, 1967

Oil on canvas

Faith Ringgold

"I was partially inspired by Jasper Johns's flag series [because] it presented a beautiful, but incomplete, idea. To complete it I wanted to show some of the hell that had broken out in the States, and what better place to do that than in the stars and stripes?" —Faith Ringgold

**RIGHTS:** Unless otherwise indicated, please obtain any necessary rights and high-res art from Robert Carswell/Photo Services.

## **MARKETING, COMMUNICATIONS & VISITOR EXPERIENCE**

[All TBD in R2]

### **AUDIENCE:**

**TAGLINE (under 10 words):**

**3-5 KEY TALKING POINTS (broader and more factual than fun facts; will influence tagline to cause urgency):**

### **TICKETING:**

**ATTENDANCE PROJECTION:**

**TICKET ON-SALE DATE:**

**TICKETING STRUCTURE:**

**SHORT BLURB(S) (approx. 25 words; TBD by Marketing):**

**EXTENDED BLURB (approx. 50 words; TBD by Marketing):**

**PRESS RELEASE: [Link to press release]**

### **CROSS-PROMOTION OPPORTUNITIES:**

### **KEY QUOTES:**

### **SOCIAL MEDIA:**

**OFFICIAL HASHTAG: #SoulOfaNation**

**SUGGESTED FEATURES:**

*Soul of a Nation: Art in the Age of Black Power*

R1

Last updated [LP March 15, 2019]

te 3/21/19, 3/25/19

SM 4/16/19 ; 4/18/19

te 4/24/19, 4/30/19, 7/19/19

## **WEB & DIGITAL**

VANITY URL: [deyoungmuseum.org/soul-of-a-nation](http://deyoungmuseum.org/soul-of-a-nation)

SPECIAL WEB FEATURES: No

VIDEO: No

## **DEVELOPMENT**

FUNDRAISING: N/A

GRANT SUGGESTIONS:

CORPORATE OUTREACH SUGGESTIONS:

INDIVIDUAL OUTREACH SUGGESTIONS:

SIGNIFICANT GALLERY RELATIONSHIPS:

VIPS INVOLVED:

INVITATION LANGUAGE:

## EDUCATION & INTERPRETATION

**AUDIO TOUR:** Yes

**INSIGHTS** (formerly Digital Stories; description and key topics): No

### **DIDACTICS OUTLINE:**

NUMBER OF OBJECT LABELS: TBD

NUMBER OF CHAT PANELS: TBD

OTHER GRAPHICS: TBD

**KEY PROGRAMS [LINK TO ALL-ENCOMPASSING EVENT DOCUMENT]:** TBD

**FAMILY/KIDS' GUIDES:** TBD

## PUBLICATIONS

**CATALOGUE:** Produced by Tate Modern, hardcover only, \$39.95

**MINI-BOOK/PICTORIAL:** No

**MAGAZINE FEATURE OR SIDEBAR:** Yes, in Fall 2019 issue.

## **MERCHANDISING**

### **PRODUCTS:**

Available at the de Young Museum Store will be the *Soul of a Nation* exhibition catalogue, published by Tate (hardcover only, \$39.95), plus exclusive products including postcards, prints, gifts, apparel, and accessories. Highlighted collections include products featuring The Black Panthers, contemporary African American artists, and a comprehensive selection of related titles.

**LOCATION:** de Young Museum Store (main store) and <https://shop.famsf.org>.

## **INSTALLATION**

**CONSERVATION:** TBD

**PREPARATION/TECH:** TBD

RISERS/FABRIC:

MATTING/FRAMING:

OUNTS:

PLATFORMS/PEDESTALS:

CASES:

LIGHTING:

A/V:

**OUTSIDE CONSULTANT NEEDS:** TBD

## SOAN Toolkit

1 message

spressley@famsf.org <spressley@famsf.org>

To: Privacy-email [REDACTED]

Thu, Sep 5, 2019 at 4:59 PM

This is an internal document – Please do not share beyond your friend.

Sheila

Sheila Pressley

Director of Education

Fine Arts Museums of San Francisco

de Young and Legion

50 Hagiwara Tea Garden Drive

San Francisco, CA 94118

415-750-7641

Pronouns: She/Her/Hers

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 FAMSF MAJOR EXHIBITION TOOLKIT\_Soul of a Nation\_te\_8.5.19.docx  
1819K

## Re: Please Join Us on the Art Party 2020 Grandparents Committee

1 message

eventsdy@famsf.org <eventsdy@famsf.org>

Wed, Sep 4, 2019 at 10:49 AM

Reply-To: specialevents@famsf.org

To: Privacy-email [REDACTED]

Dear Belva;

I hope this email finds you well and you had a lovely Labor Day weekend. Hard to believe the summer is coming to a close!

**We're following up on our note from last week, hoping you might be available again this year to join the deYoungsters Art Party Grandparents Committee.**

We will be sending out the formal presale letter early next week and would love to include your name. **Please let us know if we can count on your participation.**

Thank you so much,

Wheeler Griffith and Amy McKnight  
Art Party 2020 Co-Chairs

On Thu, Aug 29, 2019 at 3:26 PM Wheeler Griffith and Amy McKnight <eventsdy@famsf.org> wrote:

Dear Belva,

Thank you, once again, for your leadership on the Grandparents Committee for the de Youngsters Art Party this past January. Your support helped the Museums welcome over 500 guests to raise significant funds for our innovative education programs and projects like the de Youngsters Studio, and would not have been possible without your leadership in this important fundraiser. Thank you!

**We would like to invite you to join the Grandparents Committee for Art Party taking place on Friday, January 24, 2020. Not only is this an opportunity to spend time with your grandchildren at one of most fun events of the year, but your participation on the Committee will support our efforts to make the Fine Arts Museums even more family-friendly and accessible for all audiences.**

**We hope you will say yes and join us on the Committee! We would love to include your name on the formal presales letter that will go out next month.**

More information to come, but please let us know if we can count on your participation.

Thank you so much,

Wheeler Griffith and Amy McKnight  
Art Party 2020 Co-Chairs

## Labor Day Message to Trustees

1 message

tcampbell@famsf.org <tcampbell@famsf.org>

Bcc: Privacy-email

Fri, Aug 30, 2019 at 11:03 AM

, jbarnes@stifel.com, Privacy-email

, Privacy-email

Privacy-email

Dear Trustees,

As we return from our summer travels and get ready for the start of the fall season, I wanted take a moment to remind you of the great slew exhibitions currently on view at the de Young and Legion of Honor.

Next weekend marks the end of the Early Rubens exhibition at the Legion of Honor which opened to astounding success with reviews in the *Wall Street Journal*, *Washington Post*, *Apollo Magazine*, *Handelsblatt* (the German equivalent to the *WSJ*), and was just this week reviewed in the arts journal, *Hyperallergic*, aptly stating the timeliness of "*Rubens's Baroque bravura in its grappling with violence, terror, power, sex, and coercion. It's uncomfortable to linger there, but that's [after all] still what art is for.*"

*Ed Hardy: Deeper than Skin* continues to see strong coverage with recent pieces publishing in *Hyperallergic* and *Die Welt* (PDF attached). As a notable aside, the piece by the Associated Press ahead of the opening was syndicated to over 700+ publications and was written up twice in *Forbes*.

Our partnership with Google is also starting to receive national attention with recent reviews in *Wired* and *Art in America*, calling *Detour*, (our project with LA-based artist, Ana Prvacki) "a refreshing and adventurous addition to the museum's contemporary exhibitions."

If you haven't yet seen *in Pursuit of Venus [infected]*, our new acquisition by New Zealand artist, Lisa Reihana, it is well worth a trip to the de Young. A giant immersive video, the piece "illustrates the violence and arrogance of colonial endeavors, as well as its dizzying effect on history making," according to Matthew Tedford in his review for *KQED*. See also this piece on the video published recently in *the Economist*.

Finally, the fall arts previews are also starting to publish with *Soul of Nation*, *Tissot*, and *Uncanny Valley* featuring heavily. *Art in America* went as far as to select *Uncanny Valley* as "one of the most significant museum exhibition openings of 2020." Clearly our audiences are hungry for our continued exploration on the intersection of technology and the arts.

Looking forward to seeing you all at the Singh opening next Thursday.

Enjoy your Labor Day Weekend.

Tom

Thomas P. Campbell

Director and CEO

Fine Arts Museums of San Francisco

de Young

Legion of Honor

Golden Gate Park | 50 Hagiwara Tea Garden Drive | San Francisco, CA 94118

p 415.750.3661

e tcampbell@famsf.org | famsf.org

## Schäfchen zählen mit Ikea

Wie das schwedische Möbelunternehmen uns zu besseren Schlafern machen will

**M**ehr Balance war nie: Vor ein paar Monaten erst kreierte Wolfgang Joop die Shirt-Balance (für seinen neuen Auftraggeber, die Hemdenfirma von Lsack), und jetzt setzt Ikea noch einen drauf und tritt in seinem neuen Katalog von einer besseren Work-life-Sleep-Balance. Schlafen ist das Leithema, dem sich das schwedische Möbelunternehmen, das längst ein globales ist, in neuen Geschäftsführer widmet. Wobei „Leithema“ ein fast zu schwaches Wort ist, denn die Schweden haben eine Mission: eine bessere Welt durch besseren Schlaf. Schließlich seien wir ausgeschlafene Besserer, Eltern, Freunde, Partner und Kollegen“.

So zierte also den Ikea-Katalog 2020, der in diesen Tagen wieder in Deutschland und 53 anderen Ländern der Welt vertrieben wird: das Bild eines im Bett sitzenden jungen Pärchens in Pyjama und Nachthemd, welche – weiß mit schwarzen Paspel – zur Bettwäsche passen („Kungsblomma, jetzt billiger“). Schlagnat man den Katalog auf, lautet der erste Satz: „Wir haben einen Traum.“ Martin Luther King lässt grüßen. Auf Seite 2 und 3 steht man dann das gleiche Schlafzimmer, das gleiche Paar, er mit der Gitarre in der Hand, am Fenster sind Blätter mit den Wörtern



Gut getötet: der IKEA Katalog 2020

ten Love and Peace gepinnt. Hört sich irgendwie vertraut an? Die Katalogmacher zitterten damit das ikonische Foto von Yoko Ono und John Lennon bei ihrem Amsterdamer Bed-in im Jahr 1969. Wie die beiden geschlafen haben, ist nicht überliefert, Ikea hätte in jedem Fall ein paar Vorschläge für peace at sleep. Zum Beispiel:

1. Gewohnheiten ändern. Ab sofort gibt es eine eigene Broschüre namens „Schlaf gut!“, und auch die Ikea-Website enthält Ratschläge für erholsamen Schlaf, illustriert mit animierten Cartoon-Schäfchen – die auch die T-Shirts des Servicepersonals beim Launchevent in Berlin zierten. Dort konnte man sich in sogenannte Nap-Kojen zu einem Kuschelschlaf zurückziehen. Solche Kojen sollen demnächst den Mitarbeitern der Einrichtungshäuser zur Verfügung stehen. Für seine Empfehlungen hat das Unternehmen mit dem britischen Schlafmediziner Guy Meadows zusammengearbeitet, der in London eine Step School mitbegründet hat.

2. Komfort: Gleich seien neue ergonomische Kopfkissen für Seiten-Rücken und sonstige Schläfer, teils aus Memoryschäumen und immer Formfertig (etwa 31 x 71 Zentimeter), gefunden sich im Katalog. Vielleicht gelingt den Schweden irgendwann ein echter Paradijemewechsel, denn die Deutschen haben mir ihren Standard-Daunenmonstern im Format 50 x 80 die größten Kissen weltweit. Und sie ertrinken darin. Aus orthopädischer Sicht empfehlenswerter ist das Format 40 x 50 Zentimeter.

3. Bye bye Kleiderbügel: Auch ein vollgekratztes Schlafzimmer verhindert erholsame Nachtruhe, und in fast jedem Zuhause findet sich ein als Ablage missbrauchter Stuhl, auf dem sich gebrauchte oder doch nicht getragene Klamotten rütteln. Dazu soll der neue Garderobebersteller Nkelly entgegenwirken. Aus rotem puherbeschichteten Stahl, klar, geometrisch, mit Ablage, Haken und Platz für ein paar Blöge.

4. Neue Betten: Die Gestelle, die Ikea als Neuhheiten präsentiert, sind gleichermassen günstig wie einträuschend. Zwei davon beschreibe aus folienbeschichteter Pressspanplatte. Interessanter sind schon mal die Wohnkonzerte: Nachdem 2016 schon mal die Idee des gemeinschaftlichen Familien-schlafzimmers auftrat, hat diesmal das Familienbett im XXL-Format (ein Doppel- plus Einzelbett) Eingang in

verloren, den er als Zehnjähriger für sich entdeckt hatte: Titowitzer. „Der Vater meines besten Freunds arbeitete im Zweiten Weltkrieg für die Navy und seine Arme waren überstürt mit Tatoos. Ich dachte: „Wow, Bilder auf Menschen!“ Ich war total fasziniert.“ Malen und Zeichnen war ohnehin die Leidenschaft eines Jungen, der in einem konservativen Ort am Meer namens Corona del Mar südlich von Los Angeles aufwuchs. Nur entdeckte er irgendwann die Haut der Nachbarskinder als Leinwand für sich. Die Ausstellung zeigt ein Foto von 1956, auf dem Ed Hardy den nackten Rücken eines elfjährigen Freunds buntstiftet. Für seinen „Kiddie Tattoo Shop“ setzte er sogar eine Geschäftsordnung auf, nach der man sich nur mit Erlaubnis der

# Es begann mit Eyeliner

Der Kalifornier Ed Hardy hat Tätowierungen gesellschaftsfähig gemacht. Nun werden seine Motive im Museum gezeigt. Ein Treffen in San Francisco

VON SILVIA IHRING

64 Jahre später füllt der Amerikaner Donald Edward Talbott Hardy, der zu den wichtigsten Tätowierern der vergangenen Jahrzehnte zählt, eine ganze Ausstellung mit seinen „richtigen“ Motiven: Teufel, die auf Wellen reiten, Schmetterlinge mit Frauenköpfen und Feuer spreienden Drachen. Mit „Ed Hardy: Deeper than Skin“ erzählt das M. H. de Young Museum in San Francisco, wo der Kalifornier Tätowierungen mit selbst entworfenen, von Amerikanica-Asthetik und japanischer Mythologie inspirierten Motiven zur Kunst erhob, sie von ihrem Stigma befreite und dazu beitrug, dass „unter die Haut gespritzte Tinte heute der Körper von Chefrakten ebenso schmückt wie die von Motorradfahrern oder Modestudenten. Bekannt ist sein Name auch wegen der Modemarke von Christian Audigier, der Mitte der Nullerjahrzehnt Hardy die Lizenz für die Nutzung seiner Motive abkaufte und alles, vom T-Shirt bis zur Socke, mit durchstochenen Herzen und von Rosen umrankten Totenköpfen bedruckte.“

Hardys Karriere gründet jedoch nicht nur auf seinem Gespür für das Potenzial von Tatoos, sondern auch auf seinem Talent als Maler und Künstler, der im Laufe der Jahrzehnte zahlreiche Drucke und Gemälde angefertigt und ausgestellt hat. Endlich darf ich mir am Tisch setzen, nachdem ich jahrelang auf mich herabgeschaut habe“, sagt Hardy, ein 74-jähriger Mann mit grauen Locken und freundlichem Gesicht. Er sitzt in seinem Studio in North Beach in San Francisco, einem Loft in einer ehemaligen Fischfabrik, deren Passade noch immer mit türkisfarbenen Fissons und dem alten Firmenschild geschmückt ist. An den mit Parkettdecken bespritzten Wänden hängen leuchtende Acrylmalereien, daneben lehnen Boogie Boards mit von Hardy gemalten Totenkopf- und Drachenmotiven, knitterige Papier- und japanische Bildblätter liegen auf mehreren Tischen.

Gleich hinter der Eingangstür füllt der Blick auf eine deraufreiche Radierung, die Hardy 1964 anfertigte: Der Blick über San Francisco, gesehen von den Twin Peaks, zwei Hügeln im Südwesten der Stadt. Damals hatte Hardy gerade sein Studium der Druckkunst an der San Francisco Art Institute begonnen, und einen Traumberuf aus den Augen



kein Wissen, das ihren visuellen Horizont erweiterte.“

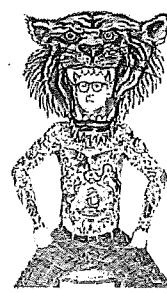
Hardy lernte bei Sparrow und anderen Tätowierern, arbeitete in mehreren Städten in den USA und in Japan. „Ich habe Hunderte Matrosen und Marines tätowiert.“ Sein erster Auftrag in seinem ersten eigenen Studio: ein Bugs-Bunny-Motiv, das er einem Junkie auf den Bauch stach. Dass Kunden heute mit eigenen Ideen und Wünschen ins Tätowostudio gehen können, ist auch Ed Hardy zu verdanken. Seine Durchbruch feierte er mit „Realistic Tattoos“, seinem dritten, 1974 in San Francisco eröffneten Studio, das nur noch Terminvereinbarung arbeitete. „Ich habe die Leute ermutigt, mir ihre Ideen zu bringen“, sagt er. „Daraus habe ich dann Entwürfe entwickelt.“ Statt sich ein vorgezeichnetes Motiv aus sogenannten „Flashies“, also Tätowakatalogen, auszusuchen, beauftragten Kunden Hardy mit so speziellen Wünschen wie dem Entwurf einer fast menschengroßen Krake, deren Tentakel sich um Beine und Arme wunden.

Hardys Erfolg beruht einerseits auf diesem Konzept, das bald Kunden und Tätowierer aus der ganzen Welt anlockte, andererseits auf seiner Ästhetik. Als Liebhaber und Kenner der japanischen Kunst- und Kulturschicht integrierte Hardy mythische Wesen und Figuren aus diesen Traditionen in seine Werke, vermischte sie mit Amerika-Kitsch und ließ sich von seiner weiteren großen Leidenschaft, dem Surf-Sport, inspirieren. „Als Kind fuhr ich oft 25 Meilen mit dem Bus an den Long Beach pike, einer Kirmes am Strand. Dort konnte ich Tätowostudios besuchen, und einige Leute stellten ihre wunderschön bemalten und individuell hergerichteten Autos aus, die sogenannten Hot Rods. Dieser Stil hat mich geprägt. Deswegen hat es auch gepasst, dass Christian Audigier mit mir zusammenarbeiten wollte.“

Mehr noch als Hardys Tätowkunst ist der inzwischen verstorbenen Designer und Unternehmer Christian Audigier verantwortlich dafür, dass der Name Ed Hardy weltweit bekannt ist – und zwar im Zusammenhang mit einer so gefeierten wie gehassten Modemarke. Audigier erwarb die Lizenz für ausgewählte Motive und verschickte kostenloser T-Shirts mit Ed-Hardy-Logo. Von Britney Spears über Steven Tyler bis Madonna ließen schon die größten Stars in Ed-Hardy-Kleidung herum. „Audigier war ein geschäftstüchtiger Promoter, der in Hollywood ein und aus ging. Das war komplett nicht meine Welt und ich habe das nicht verfolgt. Aber er hat mir viel Gutes gebracht.“ Es ist dem Geld aus der Modemarke zu verdanken, dass Hardy heute nicht mehr tätowieren muss – sein Sohn führt das Studio in San Francisco weiter. Dass man seinen Namen wegen der Mode bald mit Reality-TV-Stars und Trash-Kulturverbänden, stört den Künstler wohl auch deswegen nur wenig. Er selbst trug seine alten Ed-Hardy-T-Shirts noch. „Vor allem auf Hawaii, wo ich ein Haus habe und es immer warm ist.“

Dann kommen auch seine tätowierten Arme besser zur Geltung.

„Ed Hardy: Deeper than Skin“ läuft bis zum 6. Oktober im De Young Museum in San Francisco



Fröhlich ist sich:  
Wer sich von  
damals elfjährigen  
Ed Hardy mit  
einem Schenkelpfiff  
verzieren lassen  
wollte (oben),  
musste eine  
Erlaubnis seiner  
Eltern mitbringen.  
Inzwischen sind  
seine Zeichnungen  
(darunter das Bild  
auf der linken  
Seite) reif fürs  
Museum

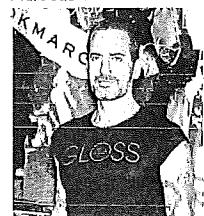
Mit den elaborierten Fantasiewesen, die Ed Hardy zu seiner Spezialität als Tätowierer machte, haben diese simpel Motive nichts zu tun. Nach seinem Studium bekam der Kalifornier die Möglichkeit, seine Ausbildung an der Universität von Yale weiterzuführen und dort Drucktechnik zu lernen. Zur gleichen Zeit erkannte er, dass Tattoos mehr sein könnten als pathetische Bildchen für muskuläre Matrosenarme. Mut zum Verzicht auf eine Karriere als Akademiker machte ihm die Begegnung mit Samuel Steward aus Oakland, Künstlername Phil Sparrow, einem legendären Tätowierer der 1950er und 1960er-Jahre, außerdem Schriftsteller, und Universitätsprofessor. „Er war ein Freund von Gertrude Stein und der erste Akademiker, der in der Tätowierung mitschwamm. Das inspirierte mich“, sagt Hardy. „Die meisten normalen Tätowierer waren zwar talentiert, aber sie hatten keine formale Ausbildung und auch

Justin Bieber



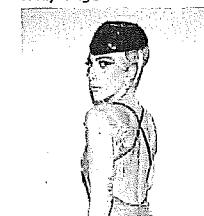
Zum Beispiel Spongebob: Fast alle Motive des Designers hat der New Yorker Tätowierer Scott Campbell

Marc Jacobs



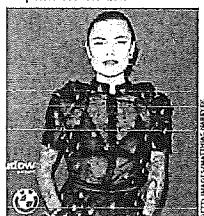
Zum Beispiel Spongebob: Fast alle Motive des Designers hat der New Yorker Tätowierer Scott Campbell

Lady Gaga



Zum Beispiel Spongebob: Fast alle Motive des Designers hat der New Yorker Tätowierer Scott Campbell

Sophia Thomalla



Zum Beispiel Spongebob: Fast alle Motive des Designers hat der New Yorker Tätowierer Scott Campbell

David Beckham



Zum Beispiel Spongebob: Fast alle Motive des Designers hat der New Yorker Tätowierer Scott Campbell

## Please Join Us on the Art Party 2020 Grandparents Committee

1 message

eventsdy@famsf.org <eventsdy@famsf.org>

Thu, Aug 29, 2019 at 3:26 PM

Reply-To: specialevents@famsf.org

To: Privacy-email [REDACTED]

Dear Belva,

Thank you, once again, for your leadership on the Grandparents Committee for the de Youngsters Art Party this past January. Your support helped the Museums welcome over 500 guests to raise significant funds for our innovative education programs and projects like the de Youngsters Studio, and would not have been possible without your leadership in this important fundraiser. Thank you!

**We would like to invite you to join the Grandparents Committee for Art Party taking place on Friday, January 24, 2020.** Not only is this an opportunity to spend time with your grandchildren at one of most fun events of the year, but your participation on the Committee will support our efforts to make the Fine Arts Museums even more family-friendly and accessible for all audiences.

**We hope you will say yes and join us on the Committee! We would love to include your name on the formal presales letter that will go out next month.**

More information to come, but please let us know if we can count on your participation.

Thank you so much,

Wheeler Griffith and Amy McKnight  
Art Party 2020 Co-Chairs

de Young\\  
Legion of Honor  
fine arts museums  
of san francisco

Email Archive <emailarchive@famsf.org>

## Invitation: FAMSF/COFAM Board of Trustees Meetings @ Tue Oct 8, 2019 3pm - 5pm (PDT)

Privacy-email [REDACTED]

1 message

Unknown Sender <unknown@famsf.org>

To: Privacy-email [REDACTED]

Thu, Aug 22, 2019 at 5:45 PM

You have been invited to the following event.

[Learn More.](#)

---

[invite.ics](#)  
2K

## Update: Proposed 2019-2020 Meetings Schedule

1 message

mpowers@famsf.org <mpowers@famsf.org>

Bcc: Privacy-email, Privacy-email

Thu, Aug 22, 2019 at 4:48 PM

Dear Trustees,

For planning purposes, I wanted to update you on changes to the proposed 2019-2020 Full Board and Committee meeting times. Based on feedback, the Board of Trustees meetings will continue to have a start time of 3:00 p.m., vice 2:00 p.m. You will soon be seeing a calendar invite from me for the October 8 FAMSF/COFAM Board meetings. Some of you have informed me that you have what appears to be a calendar invite already for these meetings; however, to clear up any confusion, I have not yet sent any calendar invites for the upcoming 2019-2020 meetings. Executive Committee meeting times are also subject to change. Once times are confirmed, we will keep concerned committee members, for Executive and other COFAM Committees, informed.

The proposed 2019-2020 meetings schedule is provided below.

### Proposed 2019-2020 Meetings Schedule

September 10, 2019 – COFAM Executive Committee

October 8, 2019 – Full Boards (*this is a change from previously scheduled 10/30*)

December 10, 2019 – COFAM Executive Committee

January 14, 2020 – Full Boards

February 11, 2020 – COFAM Executive Committee

March 10, 2020 – Full Boards

May 12, 2020 – COFAM Executive Committee

June 2, 2020 – Full Boards

Please let me know if you have any questions.

Thank you,

Melissa

Melissa Powers  
Manager of Board Relations and Special Projects

Fine Arts Museums of San Francisco  
de Young  
Legion of Honor

Golden Gate Park | 50 Hagiwara Tea Garden Drive | San Francisco, CA 94118  
p 415.750.3690  
e mpowers@famsf.org | famsf.org

de Young\\  
Legion of Honor  
fine arts museums  
of san francisco

Email Archive <emailarchive@famsf.org>

## Getting Together

1 message

tcampbell@famsf.org <tcampbell@famsf.org>

Tue, Aug 20, 2019 at 11:17 AM

Dear Valerie,

It was such a pleasure to sit next to you at the Director's dinner this past spring. I would be so pleased if we could find a time to see each other for lunch or coffee and continue to get to know each other. I will be in Europe for the next two weeks and have copied my EA, Jenny Sonnenschein who will follow up to see if we can find a mutually convenient date just after Labor Day.

Sincerely,

Tom

--  
Thomas P. Campbell

Director and CEO

Fine Arts Museums of San Francisco

de Young

Legion of Honor

Golden Gate Park | 50 Hagiwara Tea Garden Drive | San Francisco, CA 94118

p 415.750.3661

e tcampbell@famsf.org | famsf.org

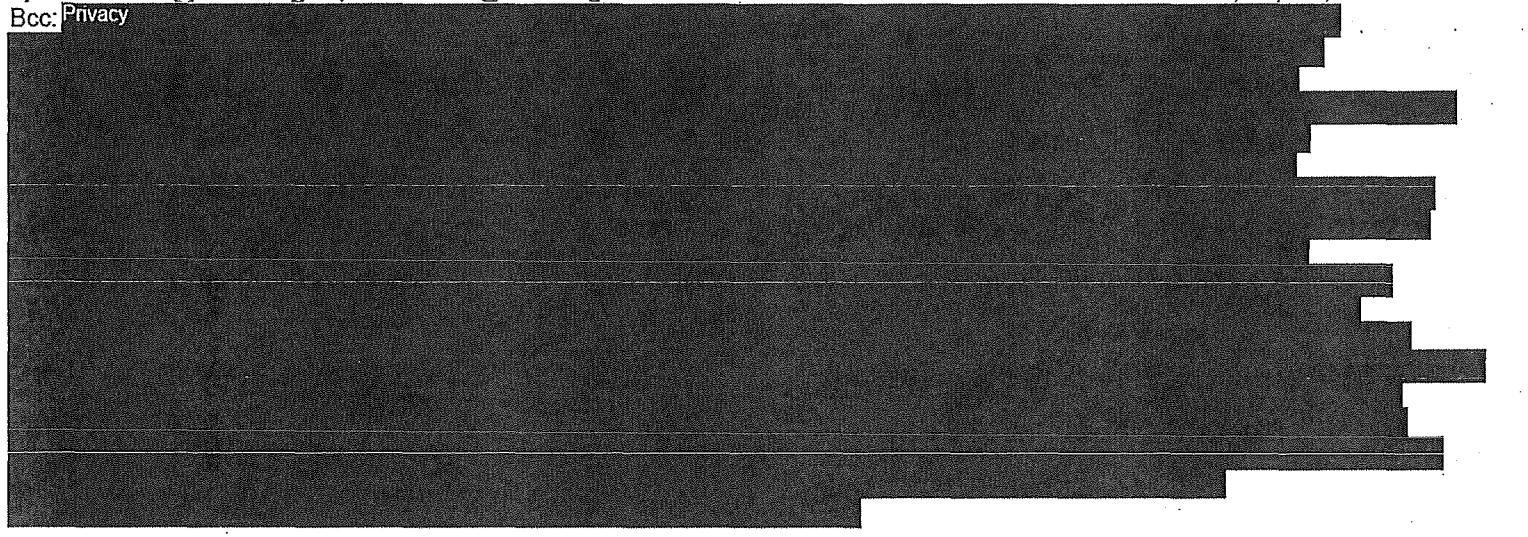
## Important Info | 9.16 Annual Donors' Luncheon and Director's Preview

1 message

[specialevents@famsf.org](mailto:specialevents@famsf.org) <[specialevents@famsf.org](mailto:specialevents@famsf.org)>

Tue, Sep 10, 2019 at 3:56 PM

Bcc: Privacy



Dear Supporter,

We look forward to seeing you at the Annual Donors' Luncheon and Director's Preview this Monday, September 16 at the de Young Museum at 11:30 am. This message includes important information regarding the event, including parking and arrival instructions.

### Schedule of Events

- 11:30 am / Doors Open and Reception Begins
- 12:00 pm / Remarks from Director & CEO, Thomas P. Campbell in Koret Auditorium
- 1:00 pm / Lunch in Wilsey Court
- 2:30 pm / Luncheon Concludes

When you arrive, please check-in upstairs at the Main Entrance to receive your table number. Coat check will be available on the garage-level of the museum. The Music Concourse Garage will be open and available for self-park. We will not be providing parking validation. Four hour street parking is also available along John F. Kennedy Drive.

Please note that seating in Koret Auditorium is limited and we do expect to reach capacity. A live stream of the Director's Preview will also be available in the Piazzoni Murals Room.

If you are no longer able to attend the event, please let us know as soon as possible at [specialevents@famsf.org](mailto:specialevents@famsf.org) or 415 750-7648.

We look forward to seeing you on Monday!

Sincerely,

Your Friends at the Fine Arts Museums

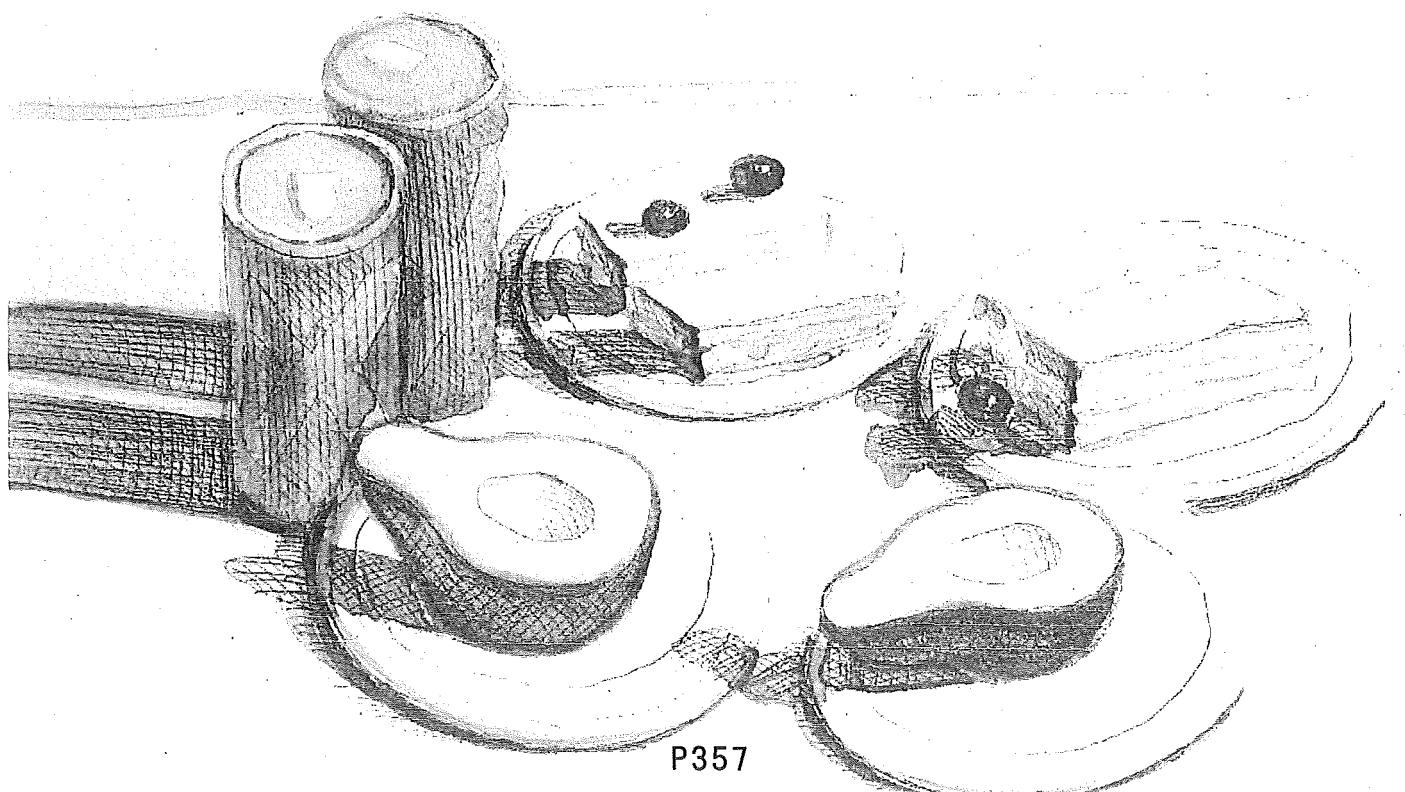
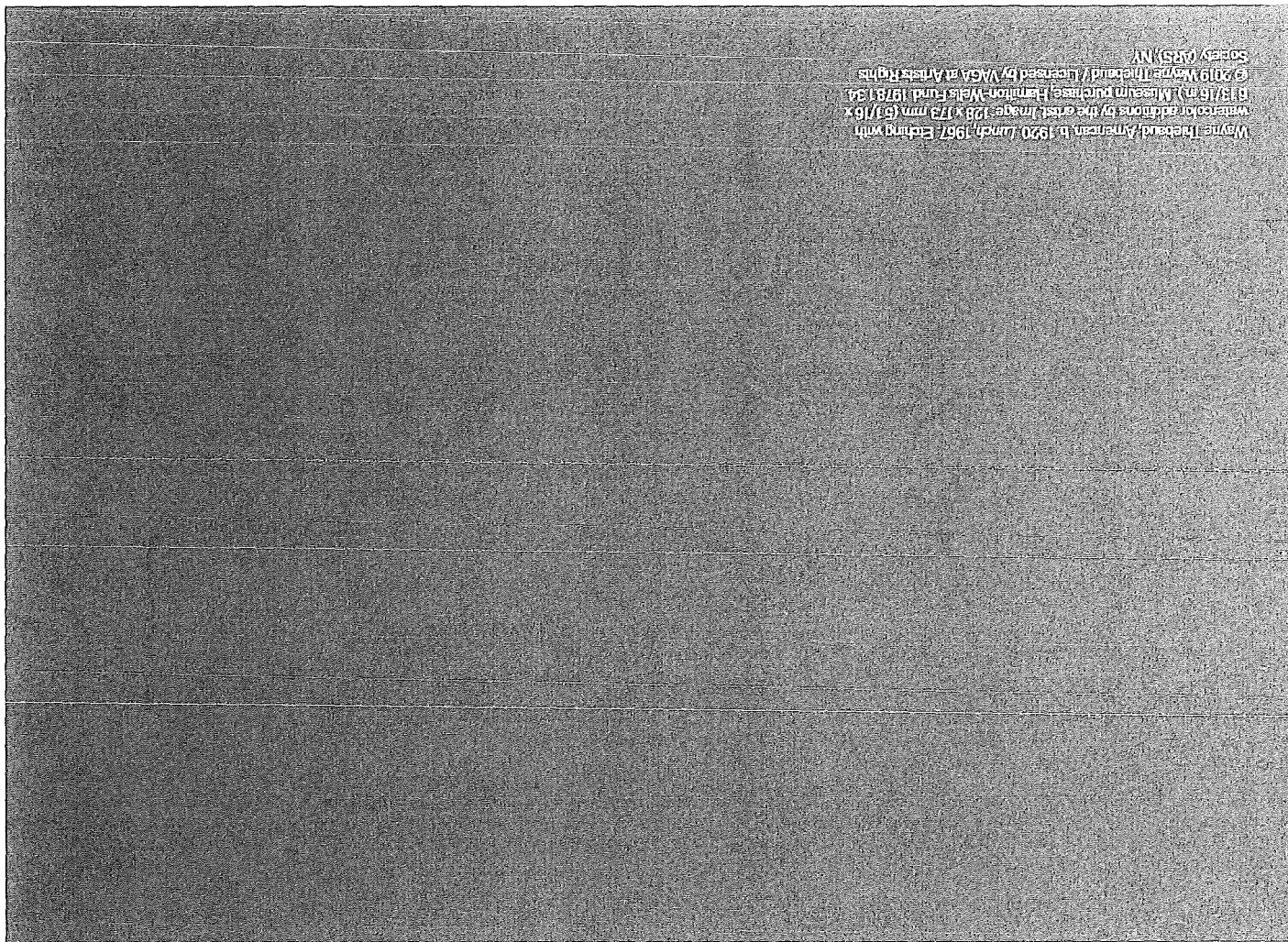
de Young | Legion of Honor

Golden Gate Park | 50 Hagiwara Tea Garden Drive | San Francisco, CA 94118

o. 415.750.7648 | famsf.org

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 **Annual Luncheon Invitation.pdf**  
423K



In appreciation of your leadership in our fine Arts Museum of San Francisco, we cordially invite you to the

# Annual Donors' Luncheon and Director's Preview

Our conference room will be open, the dining room closed. Director's Preview includes  
exclusive and unique donor exhibits, followed by a program presented by Director and CEO  
James P. Campbell, followed by a preview discussion with Guy Codd

12:00 noon - 1:30 pm (12:00-1:00 pm for preview)



Golden Gate Park  
Conservation Fund  
Sue Bierman

12:00-1:00 pm (Preview)  
1:00-1:30 pm (Luncheon)

12:00-1:00 pm  
1:00-1:30 pm

12:00-1:00 pm  
1:00-1:30 pm  
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1:00-1:30 pm

12:00-1:00 pm  
1:00-1:30 pm

12:00-1:00 pm (Preview)  
1:00-1:30 pm (Luncheon)

## Late Monet Return

ssage

nghani@famsf.org <nghani@famsf.org>

Sun, Sep 8, 2019 at 6:09 PM

ar Mrs. Wilsey,

ank you, I will be back in touch after discussing with our team internally.

ith best wishes,

India Philomena Ghani

er  
er/hers  
5  
6  
gistration Manager

ne Arts Museums of San Francisco

Young | Legion of Honor

olden Gate Park

Hagiwara Tea Garden Drive

an Francisco, CA 94118-4502

415 750 3672 | [nghani@famsf.org](mailto:nghani@famsf.org) | [www.famsf.org](http://www.famsf.org)

**From:** Diane Wilsey [Privacy Email](#)  
**Sent:** Friday, September 6, 2019 2:50 PM  
**To:** Nadia Ghani <[nghani@famsf.org](mailto:nghani@famsf.org)>  
**Subject:** Re: Late Monet Return

Dear Nadia,

Either date is fine. Choose whichever is most convenient for you.

Best,

Dede Wilsey

On Fri, Sep 6, 2019 at 10:39 AM Nadia Ghani <[nghani@famsf.org](mailto:nghani@famsf.org)> wrote:

Dear Mrs. Wilsey,

I am writing in regards to the return of your loan to the Late Monet exhibition. The painting is scheduled to be delivered to the de Young museum on September 19<sup>th</sup>. We would like to return the painting in its' packed crate to you along with Elise Effman, Head of Paintings Conservation, so that she can oversee the condition reporting and safe installation in your home.

I've just briefly spoken with Mary who mentioned we may be able to schedule the return on Friday September 20<sup>th</sup> or Monday Septbember 23<sup>rd</sup>. At your earliest convenience, can you please confirm if you have a preferred date and time in this window to receive the painting?

With thanks,

**Nadia Philomena Ghani**

she/her/hers

Registration Manager

Fine Arts Museums of San Francisco

de Young | Legion of Honor

Golden Gate Park

50 Hagiwara Tea Garden Drive

San Francisco, CA 94118-4502

T 415 750 3672 | [nghani@famsf.org](mailto:nghani@famsf.org) | [www.famsf.org](http://www.famsf.org)

P361

## Re: Important Info | 9.16 Annual Donors' Luncheon and Director's Preview

1 message

Privacy-Email

Tue, Sep 10, 2019 at 10:30 PM

Remarks from Chairman of the Board, Diane B. Wilsey, followed by remarks by Director Thomas Campbell

Sent from my iPhone

On Sep 10, 2019, at 3:56 PM, Special Events <[specialevents@famsf.org](mailto:specialevents@famsf.org)> wrote:

Dear Supporter,

We look forward to seeing you at the **Annual Donors' Luncheon and Director's Preview** this Monday, September 16 at the de Young Museum at 11:30 am. This message includes important information regarding the event, including parking and arrival instructions.

### Schedule of Events

- 11:30 am / Doors Open and Reception Begins
- 12:00 pm / Remarks from Director & CEO, Thomas P. Campbell in Koret Auditorium
- 1:00 pm / Lunch in Wilsey Court
- 2:30 pm / Luncheon Concludes

When you arrive, please check-in upstairs at the Main Entrance to receive your table number. Coat check will be available on the garage-level of the museum. The Music Concourse Garage will be open and available for self-park. We will not be providing parking validation. Four hour street parking is also available along John F. Kennedy Drive.

Please note that seating in Koret Auditorium is limited and we do expect to reach capacity. A live stream of the Director's Preview will also be available in the Piazzoni Murals Room.

If you are no longer able to attend the event, please let us know as soon as possible at [specialevents@famsf.org](mailto:specialevents@famsf.org) or 415 750 7648.

We look forward to seeing you on Monday!

Sincerely,

Your Friends at the Fine Arts Museums

---

Special Events, Development

**Fine Arts Museums of San Francisco**

de Young | Legion of Honor

Golden Gate Park | 50 Hagiwara Tea Garden Drive | San Francisco, CA 94118

o. 415.750.7648 | [famsf.org](http://famsf.org)

<Annual Luncheon Invitation.pdf>

**>: Late Monet Return**

message

acy-Email

Fri, Sep 6, 2019 at 2:50 PM

Dear Nadia,  
Either date is fine. Choose whichever is most convenient for you.  
Best,  
Dede Wilsey

On Fri, Sep 6, 2019 at 10:39 AM Nadia Ghani <nghani@famsf.org> wrote:

Dear Mrs. Wilsey,

I am writing in regards to the return of your loan to the Late Monet exhibition. The painting is scheduled to be delivered to the de Young museum on September 19<sup>th</sup>. We would like to return the painting in its' packed crate to you along with Elise Effman, Head of Paintings Conservation, so that she can oversee the condition reporting and safe installation in your home.

P363

I've just briefly spoken with Mary who mentioned we may be able to schedule the return on Friday September 20<sup>th</sup> or Monday Septbember 23<sup>rd</sup>. At your earliest convenience, can you please confirm if you have a preferred date and time in this window to receive the painting?

With thanks,

Nadia Philomena Ghani

she/her/hers

Registration Manager

Fine Arts Museums of San Francisco

de Young | Legion of Honor

Golden Gate Park

50 Hagiwara Tea Garden Drive



---

## Re: Use of Image of Work/Tissot

message

Privacy-Email

Thu, Sep 5, 2019 at 5:20 PM

That is fine Dede Wilsey

Sent from my iPhone

On Sep 5, 2019, at 2:56 PM, Melissa Powers <mpowers@famsf.org> wrote:

Hi Mrs. Wilsey,

Robert Carswell, FAMSF Digital Asset and Rights Manager, wanted to confirm your permission to use an image of work that you are lending for the *James Tissot: Fashion & Faith* exhibition. Specifically, to use an image of Tissot's *Spring (Specimen of a Portrait)*, 1877 in an online article about the exhibition.

I can let Robert know whether you give your permission.

Thank you,  
Melissa

P  
C3  
C5  
Melissa Powers  
Manager of Board Relations and Special Projects

Fine Arts Museums of San Francisco

de Young

Legion of Honor

Golden Gate Park | 50 Hagiwara Tea Garden Drive | San Francisco, CA 94118

p 415.750.3690

e mpowers@famsf.org | famsf.org

## Re: FY20 Events / Annual Luncheon Menu

1 message

Privacy-Email [REDACTED]

Thu, Aug 29, 2019 at 5:11 PM

Thank yes, I could do that.

Sent from my iPhone

On Aug 29, 2019, at 5:04 PM, Carrie Montgomery <cmontgomery@famsf.org> wrote:

Mrs. Wilsey,

Wonderful, please let me know what you and Kathryn decide.

May you be available to connect on Elegant Evening following the **Sept 16th Annual Donor Lunch**, around 2 pm?  
(Jason will not be joining for the Sept 16 donor luncheon).

Many thanks,  
Carrie

P366

On Thu, Aug 29, 2019 at 2:05 PM Diane Wilsey [Privacy-Email](#) [REDACTED] wrote:

I am on a very tight time schedule that day so let's find another time. Tom hasn't said anything about Lisa and we already have chairs so we can't ask anyone else without checking with them. I will see Katherine Saturday and will ask her opinion,

Sent from my iPhone

On Aug 29, 2019, at 10:19 AM, Carrie Montgomery <cmontgomery@famsf.org> wrote:

Dear Mrs. Wilsey,

Wonderful, I will be sure to reiterate the luncheon is optional, pending Jason's availability.

May you be available following the **September 10th, 3-5 pm** meeting at de Young to quickly touch-base on Elegant Evening with my colleague Elizabeth Hundt (Associate Director of Special Events).

I will be out of the office that day, but Elizabeth can share the invitation mock-up for review, and a few other event logistics so we can move forward in planning.

Tom mentioned you had asked Lisa Zanze to co-chair the Elegant, may we go ahead and list her on the invitation, or shall I reach out to confirm?

Many thanks,  
Carrie

On Wed, Aug 28, 2019 at 6:30 PM Diane Wilsey [Privacy-Email](#) > wrote:  
I have it on my calendar. I told Jason he would never have to do "Women 's Work" which this certainly is. I would make it very optional for him to attend or speak . There are so few men there , it is really a ladies luncheon and messes up a work day.  
Not sure if I will do the artists lunch. Reclaim this event for the Museum, not those who wish to gain.

Sent from my iPhone

On Aug 28, 2019, at 5:38 PM, Carrie Montgomery <cmontgomery@famsf.org> wrote:

Dear Mrs. Wilsey,

I hope this email finds you well, and you are enjoying the final days of summer, I myself am still waiting on some proper sunshine which I'm told shows up sometime in September.

Regarding remarks for the Annual Donor Luncheon, if you agree, I think it would be appropriate for Jason to say a few words after you, which I can help draft.

The schedule is outlined below, we currently have 275 RSVPs and anticipate to reach capacity.

**11:30 am / Reception**

**Noon / Program (Koret Auditorium)**

Diane B. Wilsey - Welcome

Jason Moment

Thomas P. Cambell - Director's Preview

**1 pm / Lunch (Wilsey Court)**

Additionally, please mark your calendar for the below event in celebration of *Soul of a Nation: Art in the Age of Black Power 1963–1983*.

Currently, 20 of the 35 living artists represented in the exhibition will be traveling to San Francisco for the opening events at de Young.

**Soul of a Nation Artist Lunch**

Hosted by Pamela Joyner

The Battery

Friday, November 8th \ 11:30 am - 1:30 pm

I look forward to seeing you at the museums very soon.

Best,  
Carrie

On Tue, Aug 13, 2019 at 11:07 PM Diane Wilsey <[Privacy-Email](#)> wrote:

Thank you

Sent from my iPhone

On Aug 14, 2019, at 2:11 AM, Carrie Montgomery <cmontgomery@famsf.org> wrote:

P367

Dear Mrs. Wilsey,

Wonderful, thank you for your input regarding the menu for the Annual Donor Luncheon! So glad you are able to join for most of the events, we will, of course, send individual print invitations for each event.

I'll re-connect in the coming weeks to share the remainder of the calendar for spring of next year, and a few additional events that are in the process of being confirmed for this fall.

Looking forward to seeing you at the museums very soon.

All my best,  
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On Tue, Aug 13, 2019 at 12:23 AM Diane Wilsey <[Privacy-Email](#)> wrote:

Hi Carrie, Thanks for the calendar. I will be away Oct. 21, but I think I am here for everything else. I prefer your suggested menu for the Donor luncheon.

I hope you have had a good summer. Best, Dede Wilsey

Sent from my iPhone

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Dear Mrs. Wilsey,

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Please see the attached list of upcoming events for the remainder of the year. This list includes Exhibition Openings, a few Public Programs which may be of interest to you, as well as confirmed Leadership Circle Events.

Please let me know if you have any questions.

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- Chilled Fennel and Grapefruit Soup (v, gf) Herbed oil garnish

#### Second

- Seared Salmon Nicoise (gf) Haricot Vert, Olives, Potatoes, Cucumber, Hard-Boiled Egg
- Roast Herb de Provance Free Range Chicken Breast (gf) Wild Arugula, Heirloom Potato Salad, Apricot, Olive and Sweet Pepper Tapenade

#### Dessert

- Lemon Cloud. Lemon Bavarian, Raspberry Quenelle Chocolate Dipped Strawberry
- Chocolate Pot de Creme. Florentine Cookie, Fresh Strawberry

Many thanks, and I look forward to hearing from you.

Best,  
Carrie

---

**Carrie F. Montgomery**

Director of Special Events

(she/her/hers)

Fine Arts Museums of San Francisco

de Young \ Legion of Honor

Golden Gate Park \ 50 Hagiwara Tea Garden Drive | San Francisco, CA 94118

o. 415.750.3518 \ c. 205.789.9821

e. cmontgomery@famsf.org \ famsf.org

@deyoungmuseum \ @legionofhonor

<Luncheon\_menu\_R1.pdf>

<8\_12 \_ Upcoming FY20 Events .pdf>

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P371

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P  
372

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Director of Special Events  
(she/her/hers)

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de Young \ Legion of Honor

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<Luncheon\_menu\_R1.pdf>

<8\_12 \_ Upcoming FY20 Events .pdf>

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**Carrie F. Montgomery**

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P376

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## Re: FY20 Events / Annual Luncheon Menu

message

Privacy-Email

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P377

Thank you

Sent from my iPhone

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Many thanks, and I look forward to hearing from you.

Best,  
Carrie

---

**Carrie F. Montgomery**

Director of Special Events

(she/her/hers)

Fine Arts Museums of San Francisco

de Young \ Legion of Honor

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<Luncheon\_menu\_R1.pdf>

<8\_12 \_ Upcoming FY20 Events .pdf>

P379

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**Carrie F. Montgomery**

Director of Special Events

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**Carrie F. Montgomery**

Director of Special Events

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**p380**

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e. cmontgomery@famsf.org \ famsf.org

@deyoungmuseum \ @legionofhonor

## Board Meeting Dates

ssage

Subject: [REDACTED] >

Mon, Aug 19, 2019 at 4:07 PM

ey all look fine now. Of course, things can change and we can always reschedule. Hope you had a good summer. Best, Dede Wilsey  
nt from my iPhone

On Aug 19, 2019, at 12:51 PM, Megan Bourne <mbourne@famsf.org> wrote:

Dear Mrs. Wilsey

Welcome home! I hope you great visits with your family this summer.

I know Tom ran dates for 2019-20 meetings by you, but I would like to confirm them with you so that Melissa can send out notices ASAP. Here is the proposed schedule with the January date corrected from 1/4 to 1/14:

**Proposed 2019-2020 Meetings Schedule**  
**All Meetings at 2:00 p.m.**

P381

September 10, 2019 – COFAM Executive Committee

October 8, 2019 – Full Boards (*this is a change from previously scheduled 10/30*)

December 10, 2019 – COFAM Executive Committee

January 14, 2020 – Full Boards

February 11, 2020 – COFAM Executive Committee

March 10, 2020 – Full Boards

May 12, 2020 – COFAM Executive Committee

June 2, 2020 – Full Boards

Many thanks,

**Megan Bourne**

Chief of Staff, Executive Secretary to the Board of Trustees

Fine Arts Museums of San Francisco

de Young | Legion of Honor

Golden Gate Park | 50 Hagiwara Tea Garden Drive | San Francisco, CA 94118

p 415.750.3669 | c 415.260.0217

[mbourne@famsf.org](mailto:mbourne@famsf.org) | [famsf.org](http://famsf.org)

## Re: Board Meeting Dates

message

Reply-Email

Mon, Aug 19, 2019 at 5:52 PM

Hi Megan, I happened to think that Tom probably does not know that the trustees always wanted the Board meeting at 3:00 it could be the last meeting of the day whereas finishing at 4:00 leaves them in limbo. We will probably have some pushback on this change.

Sent from my iPhone

On Aug 19, 2019, at 12:51 PM, Megan Bourne <mbourne@famsf.org> wrote:

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Many thanks,

Megan

**Megan Bourne**

Chief of Staff, Executive Secretary to the Board of Trustees

Fine Arts Museums of San Francisco

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Golden Gate Park | 50 Hagiwara Tea Garden Drive | San Francisco, CA 94118

p 415.750.3669 | c 415.260.0217

[mbourne@famsf.org](mailto:mbourne@famsf.org) | [famsf.org](http://famsf.org)

## Re: summer reading

1 message

Privacy-Email >  
To: Privacy-Email

Sat, Aug 17, 2019 at 1:51 PM

I think it is important and you are a great leader. I think the most important thing is to have qualified ,dedicated and interested trustees and staff. That is what makes an institution strong ,in my opinion.See you after Labor Day. Best, Dede

Sent from my iPhone

On Aug 17, 2019, at 10:39 AM, Privacy-Email > wrote:

Dede, no doubt you wrote or re-wrote this charter language at some point, and clearly ahead of the curve!!

On Aug 15, 2019, at 12:36 PM, Diane Wilsey Privacy-Email > wrote:

Dear Lisa, I appreciate your thoughtful answer, and like you, I am very aware of the suggested guide lines of the by-laws. We are required to have 60 per cent of our members living in the City of San Francisco. We also have to follow the Demographics of SF,which are 47.24% white,34.17%Asian ,15.1% Hispanic and 5.05% African American , 0.37 %Native American or Pacific Islander . This is important in trying to find QUALIFIED trustees who collect and will donate and bring in new visitors and understand how to be a good Board member.This is a topic for good conversation for nominating committee. Best, Dede

Sent from my iPhone

On Aug 14, 2019, at 1:39 PM, Privacy-Email > wrote:

Hi Tom and thank you for sending the summer reading articles.

I agree that this is an important topic to discuss as a board. Most trustees, I believe, will be at least somewhat aware of the intentional industry movement to reflect the diversity of our population. Bringing it to the forefront of discussion in a board meeting will also be a perfect time to remind everyone of our own FAMSF charter which states that "In selecting Trustees to serve on the Board of Trustees, the Board shall give due consideration to nominees who are broadly representative of the diverse communities of the City and County and who are knowledgeable in the field of art and culture, as demonstrated by their experience, training, interest or philanthropic activity." We review this at the first Nominating Committee meeting of every year, but I suspect that anyone who has not been on the Nominating Committee has not seen this since their orientation. As an aside, Darren Walker is an old friend from my NYC years and we were in a summer house together in East Hampton. I haven't spoken to him in a while though.

Best,  
Lisa

On Aug 6, 2019, at 2:08 PM, Thomas Campbell <tcampbell@famsf.org> wrote:

Dear Dede, Lisa and Jason

I hope that you are all enjoying the summer and getting good time with your families.

18  
15

First, an Economist article that praises our forthcoming Lisa Reihana installation, along with the JR installation at SFMOMA. The journalist writes of these digital pieces as a modern continuation of the SF mural tradition. Not the angle I would have taken with Reihana, but I'm not going to complain.

Also, three articles relating to diversity in US museums. One, an op ed piece by Darren Walker of the Ford Foundation about the need for diversity in museum staffing and boards. The second, a short article in the Artnews based on a larger survey of diversity in museum staffing. And finally, a piece from Artnet News about the pressure that the De Blasio government is putting on NY museums to diversity their staff in order to justify their city budgets.

Taken as a whole, these articles are all a reminder of the degree to which diversity is a key issue, perhaps the defining issue of the day in cultural institutions.

It's something we should discuss further at future Executive Committee and Nominating Committee meetings.

For now, enjoy the summer.

All best, Tom

<https://www.economist.com/prospero/2019/08/05/the-social-and-political-mural-goes-digital>

<https://www.nytimes.com/2019/07/26/opinion/warren-kanders-whitney-protests.html>

<http://www.artnews.com/2019/08/05/u-s-museums-exhibitions-diversity-survey/>

<https://news.artnet.com/art-world/new-york-museum-diversity-plans-1615537>

## Re: summer reading

message

nvacy-Email  
o: Privacy-Email

Thu, Aug 15, 2019 at 12:36 PM

Dear Lisa, I appreciate your thoughtful answer, and like you, I am very aware of the suggested guide lines of the by-laws. We are required to have 60 per cent of our members living in the City of San Francisco. We also have to follow the Demographics of SF which are 47.24% white, 34.17% Asian, 15.1% Hispanic and 5.05% African American, 0.37% Native American or Pacific Islander. This is important in trying to find **QUALIFIED** trustees who collect and will donate and bring in new visitors and understand how to be a good Board member. This is a topic for good conversation for nominating committee. Best, Dede  
Sent from my iPhone

On Aug 14, 2019, at 1:39 PM, Privacy-Email wrote:

Hi Tom and thank you for sending the summer reading articles.

I agree that this is an important topic to discuss as a board. Most trustees, I believe, will be at least somewhat aware of the intentional industry movement to reflect the diversity of our population. Bringing it to the forefront of discussion in a board meeting will also be a perfect time to remind everyone of our own FAMSF charter which states that "In selecting Trustees to serve on the Board of Trustees, the Board shall give due consideration to nominees who are broadly representative of the diverse communities of the City and County and who are knowledgeable in the field of art and culture, as demonstrated by their experience, training, interest or philanthropic activity." We review this at the first Nominating Committee meeting of every year, but I suspect that anyone who has not been on the Nominating Committee has not seen this since their orientation. As an aside, Darren Walker is an old friend from my NYC years and we were in a summer house together in East Hampton. I haven't spoken to him in a while though.

Best,  
Lisa

On Aug 6, 2019, at 2:08 PM, Thomas Campbell <tcampbell@famsf.org> wrote:

Dear Dede, Lisa and Jason

I hope that you are all enjoying the summer and getting good time with your families.

I'm attaching links to four articles of interest.

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For now, enjoy the summer.

All best, Tom

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