

REVOCABLE PERMIT TO ENTER AND USE PROPERTY

by and between

CITY AND COUNTY OF SAN FRANCISCO

and

**Collective Impact**

Permittee

to enter and use property located at

Hayes Valley Clubhouse  
699 Hayes Street,  
San Francisco, California

October 1, 2024

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**CITY AND COUNTY OF SAN FRANCISCO  
REVOCABLE PERMIT  
TO ENTER AND USE PROPERTY**  
(Hayes Valley Clubhouse  
699 Hayes Street  
San Francisco, California

THIS REVOCABLE PERMIT TO ENTER AND USE PROPERTY (this “**Permit**”), dated for reference purposes only as of October 1, 2024, is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“**City**”) and Collective Impact, a non-profit organization (“**Permittee**”).

City and Permittee agree as follows:

**1. LICENSE**

City grants to Permittee a revocable, personal, unassignable, non-exclusive, and non-possessory privilege to enter on and use that certain real property owned by City located at Hayes Valley Clubhouse, (699 Hayes Street, San Francisco, California) in the City and County of San Francisco, more particularly shown in Exhibit A attached to this Permit (the “**Permit Area**”), for the limited purpose and subject to the terms, conditions and restrictions set forth below. This Permit gives Permittee a license only, revocable at any time at the will of City and nothing in this Permit constitutes a grant by City of any ownership, leasehold, easement, or other property interest or estate whatsoever in the Permit Area, or any portion of it. The privilege given to Permittee under this Permit is effective only to the extent of City’s rights in the Permit Area, and Permittee will obtain any further permission necessary because of any other existing rights affecting the Permit Area.

**2. USE OF PERMIT AREA**

**2.1 Scope of Permitted Use**

Permittee may enter and use the Permit Area for the sole purpose of operating community-based programming (“**Permitted Activity**”) for children, youth and their families.

- (A) **Modification of the Permitted Activity.** The nature and scope of the Permitted Activity may not be revised or amended except upon the prior written approval of the City.
  
- (B) **Permits and Approvals.** Before beginning any Permitted Activity in the Permit Area, Permittee shall obtain any and all permits, licenses and approvals (collectively, "approvals") of all regulatory agencies and other third parties that are required to commence and complete the Permitted Activity. Promptly upon receipt of such approvals, Permittee shall deliver copies to City. Permittee recognizes and agrees that no approval by City for purposes of Permittee's Activity hereunder shall be deemed to constitute the approval of any federal, state or local regulatory authority with jurisdiction, and nothing herein shall limit Permittee's obligation to obtain all such regulatory approvals, at Permittee's sole cost.

- (C) **Plan of Operations.** Permittee has attached as part of this Permit, incorporated and made a part herein and referred to as **Exhibit B**, Plan of Operations, which fully describes Permittee's use of the Permit Area. Said Plan of Operations may be modified or expanded by Permittee during the term hereof as required in Permittee's best business judgment, with the prior approval of the City. Permittee agrees to comply with the Plan of Operations at all times. Failure to comply with the said provisions of said Plan will result in City terminating this Permit.
  
- (D) **Regular Hours and Minimum Required Program Hours.** Regular Hours and Minimum Required Program Hours. Permittee shall have sole possession of the Premises during the Regular Hours set forth below. If Permittee desires to use the Premises outside of the Regular Hours, such use shall be subject to Permittee's compliance with the Department's standard permit and reservations procedures, unless the Department, in its sole discretion, approves such additional hours in writing, in which event Lessee's use during such additional hours shall be subject to such terms and conditions as the Department may impose in connection with such extra use. Permittee acknowledges that Permittee's agreement to open the Premises and provide programming in the Premises is a material consideration for this Permit.

Regular Hours                      Monday through Friday, 8:00 AM – 8:00 PM

- (E) Permittee shall, at all times during the term hereof, actively use the Permit Area for those purposes stipulated in Section 2 above, and shall not terminate its activities on the Permit Area pursuant hereto without 30 days prior written notice to the City.
  
- (F) Permittee hereby agrees to suffer no waste or injury to Permit Area and public areas used by Permittee, to keep Permit Area and all other areas used by Permittee in clean condition, and to remove all trash, rubbish, waste paper, cartons, and refuse from Permit Area and all other areas used by Permittee and place in containers provided for that purpose by Permittee.
  
- (G) Permittee hereby agrees it shall make every reasonable effort to make the clubhouse available for weekend rentals.
  
- (H) Permittee hereby agrees it shall make every reasonable effort to make the clubhouse available for community meetings at times when regularly scheduled programming is not occurring. When there is no regular programming the City has the right to rent the Permit Area to a different entity.

### 3. RESTRICTIONS ON USE

Permittee acknowledges that the following uses of the Permit Area by Permittee or any other person claiming by or through Permittee are inconsistent with the limited purpose of this Permit and are strictly prohibited. The uses listed below are not exclusive and this Section does not limit the City's authority to specify additional restrictions on the use of the Permit Area, in City's sole discretion.

### 3.1 Improvements

Except as otherwise expressly provided in this Permit, Permittee may not construct or place any temporary or permanent structures or improvements on the Permit Area, and Permittee will not alter any existing structures or improvements on the Permit Area.

### 3.2 Dumping

Permittee may not dump or dispose of refuse or other unsightly materials on, in, under, or about the Permit Area.

### 3.3 Hazardous Material

Permittee will not cause, and Permittee will not allow any of its Agents or Invitees (as defined in Section 18 below) to cause, any Hazardous Material (as defined below) to be brought on, kept, used, stored, generated, or disposed of in, on, or about the Permit Area, or transported to or from the Permit Area. Permittee will immediately notify City when Permittee learns of or has reason to believe that a release of Hazardous Material has occurred in, on, or about the Permit Area. Permittee will comply with all laws requiring notice of releases or threatened releases to governmental agencies, and will take all action necessary to mitigate the release or minimize the spread of contamination. If Permittee or its Agents or Invitees cause a release of Hazardous Material, Permittee will, without cost to City and in accordance with all laws and regulations, restore the Permit Area to the condition immediately before the release. In connection with the release and restoration of the Permit Area, Permittee will give City a full opportunity to participate in any discussion with governmental agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree, or other compromise proceeding involving Hazardous Material. **“Hazardous Material”** means material that, because of its quantity, concentration, or physical or chemical characteristics, is at any time deemed by any federal, state, or local governmental authority to pose a present or potential hazard to public health, welfare, or the environment. Hazardous Material includes, without limitation, any material or substance defined as a “hazardous substance, pollutant or contaminant” under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., or under California Health & Safety Code Section 25316; a “hazardous waste” listed under California Health & Safety Code Section 25140; any asbestos and asbestos containing materials whether or not those materials are part of the Permit Area or are naturally occurring substances in the Permit Area, and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids. The term **“release”** or **“threatened release”** when used with respect to Hazardous Material includes any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under, or about the Permit Area.

### 3.4 Nuisances

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

### **3.5 Damage**

Permittee will not do anything about the Permit Area that will cause damage to any of City's property.

### **4. PERMIT FEES**

Throughout the term of this Permit beginning on the date on which the term of this Permit commences, Permittee will pay to City a monthly fee in the amount of **\$1,499.64** for Permittee's use of the Permit Area. Permittee will pay the monthly fee to City in advance, without prior demand and without any deduction, setoff or counterclaim whatsoever, on or before the first day of the term of this Permit and on or before the first day of each following month. Permittee must pay all amounts payable under this Permit by good check to the City and County of San Francisco and delivered to City's Property Management Division at the primary address for notices to City specified below, or such other place as City may designate in writing. The monthly fee will be prorated for any fractional month.

Permittee acknowledges that its late payment to City of any monthly fee or other sums due from Permittee under this Permit under will cause City to incur costs not contemplated by this Permit, the exact amount of which will be extremely difficult to ascertain. Those costs include, but are not limited to, processing and accounting charges. Accordingly, if any permit fee or any other sum due from Permittee, is not postmarked or paid when due, then Permittee must pay to City a late charge of One Hundred Fifty Dollars (\$150). The parties agree that the late charge represents a fair and reasonable estimate of the costs City will incur because of Permittee's late payment. City's acceptance of a late charge by City neither constitutes a waiver of Permittee's default regarding the overdue amount, nor prevents City from exercising any of the other rights and remedies.

### **5. TERM OF PERMIT; REVOCABILITY**

The privilege given to Permittee under this Permit is temporary only and will commence on October 1, 2024, and will expire at 6:00 p.m. on September 30, 2025, unless sooner terminated. Without limiting any of its rights under this Permit, City may at its sole option freely revoke this Permit at any time before the expiration date, without cause and without any obligation to refund any part of any fee or other charge paid under this Permit or pay any consideration to Permittee.

If Permittee continues to operate in the Permit Area after the expiration of this Permit with the express consent of City, then Permittee's use will be construed to automatically extend the term of this Permit on a month-to-month basis on the terms and conditions of this Permit, as applicable (for example, except for those pertaining to the term). Any continued use of the Permit Area after the expiration or termination of this Permit without the City's consent will be at a monthly permit fee equal to one hundred ten percent (110%) of the amount set forth in **Sections 4** hereof, per month, and will constitute a default by Permittee and entitle City to exercise any or all of its remedies as provided in this Permit and at law, even if City elects to accept one or more payments of the monthly permit fee.

## 6. INSURANCE

(a) Permittee will procure and keep in effect at all times during the term of this Permit, at Permittee's expense, and cause its contractors and subcontractors to maintain at all times during any work or construction activities on the Permit Area insurance as follows:

(i) General Liability Insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Independent Permittees, Explosion, Collapse and Underground (XCU), Broad Form Property Damage, Products Liability and Completed Operations;

(ii) 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 coverages for owned, non-owned and hired automobiles, as applicable; and

(iii) Workers' Compensation Insurance with Employer's Liability Coverage with limits of not less than One Million Dollars (\$1,000,000) each accident. Including an endorsement showing a waiver of subrogation.

(iv) Sexual molestation and abuse coverage with minimum limits of \$2,000,000 per occurrence and \$4,000,000 in the aggregate. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or Errors and Omissions policy.

(b) All liability policies must provide for the following: (i) name as additional insureds the City and County of San Francisco, its officers, agents, and employees as evidenced by an endorsement; and (ii) specify that the policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Permit and that insurance applies separately to each insured against whom claim is made or suit is brought. The policies must also provide for severability of interests and that an act or omission of one of the named insureds that would void or otherwise reduce coverage will not reduce or void the coverage as to any insured, and will afford coverage for all claims based on acts, omissions, injury, or damage that occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. Sudden and accidental pollution coverage in the liability policies required by this Permit will be limited to losses resulting from Permittee's activities (and Permittee's Agents and Invitees) under this Permit (excluding non-negligent aggravation of existing conditions with respect to Hazardous Materials).

(c) All insurance policies Permittee is required to maintain must be endorsed to provide for thirty (30) days' prior written notice of cancellation for any reason, non-renewal, or reduction in coverage to both Permittee and City. Notice to City will be mailed to the address(es) for City set forth in Section 40 below.

(d) Before the commencement date of this Permit, Permittee will deliver to City certificates of insurance and additional insured policy endorsements from insurers in a form satisfactory to City, evidencing the coverages required, together with complete copies of the policies at City's request. If Permittee fails to procure the required insurance, or to deliver the



policies or certificates, then City may procure the required insurance for the account of Permittee, and Permittee will pay the cost of those policies will to City within five (5) days after delivery an invoice.

(e) If any of the required insurance is 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 the general annual aggregate limit, then the general aggregate limit must be double the occurrence or claims limits specified above.

(f) If any of the required insurance is provided under a claims made form, then Permittee will maintain that coverage continuously throughout the term of this Permit and, without lapse, for a period of three (3) years beyond the Permit expiration, to the effect that, if any occurrences during the Permit term give rise to claims made after expiration of the Permit, then those claims will be covered by the claims-made policies.

(g) On City's request, Permittee and City will periodically review the limits and types of insurance carried under this Section. If the general commercial practice in the City and County of San Francisco is to carry liability insurance in an amount or coverage materially greater than the amount or coverage then being carried by Permittee for risks comparable to those associated with the Permit Area, then City in its sole discretion may require Permittee to increase the amounts or coverage carried by Permittee to conform to the general commercial practice.

(h) Permittee's compliance with the provisions of this Section will in no way relieve or decrease Permittee's indemnification obligations under this Permit or any of Permittee's other obligations under this Permit. Notwithstanding anything to the contrary in this Permit, this Permit will terminate immediately, without notice to Permittee, on the lapse of any required insurance coverage. Permittee will be responsible, at its expense, for separately insuring Permittee's personal property.

## **7. SECURITY FOR PERFORMANCE**

Permittee has previously deposited with City, on June 1, 2011 the sum of \$500 (the "**Security Deposit**") to secure Permittee's faithful performance of all terms and conditions of this Permit, including, without limitation, its obligation to surrender the Permit Area in the condition required by this Permit. The amount of the Security Deposit does not limit Permittee's obligations under this Permit. City may (but is not required to) apply the Security Deposit in whole or in part to remedy any damage to the Permit Area caused by Permittee, its Agents or Invitees, or any failure of Permittee to perform any other terms, covenants, or conditions of this Permit (including, but not limited to, the payment of permit fees or other sum due from Permittee either before or after a default), without waiving any of City's other rights and remedies under this Permit or at law or in equity. To the extent it is applicable to this Permit, Permittee waives the provisions of California Civil Code Section 1950.7 or any similar law, statute, or ordinance now or later in effect and Permittee expressly agrees that City may retain any portion of Security Deposit reasonably necessary to compensate City for any other foreseeable or unforeseeable loss or damage caused by the acts or omissions of Permittee, its Agents or Invitees.

If City uses any portion of the Security Deposit to cure any default by Permittee, Permittee will immediately replenish the Security Deposit to the original amount. If any permit

fee is increased under to any of the provisions of this Permit, Permittee will increase the amount of the Security Deposit proportionately. City's obligations with respect to the Security Deposit are solely that of debtor and not trustee. City is not required to keep the Security Deposit separate from its general funds, and Permittee is not entitled to interest on the Security Deposit.

## **8. COMPLIANCE WITH LAWS**

Permittee will, at its expense, conduct and cause to be conducted all activities on the Permit Area in a safe and prudent manner and in compliance with all laws, regulations, codes, ordinances, and orders of any governmental or other regulatory entity (including, without limitation, the Americans with Disabilities Act and any other disability access laws), whether presently in effect or subsequently adopted and whether or not in the contemplation of the parties. Permittee will, at its sole expense, procure and maintain in force at all times during its use of the Permit Area any and all business and other licenses or approvals necessary to conduct the activities allowed under this Permit. Permittee understands and agrees that City is entering into this Permit in its capacity as a property owner with a proprietary interest in the Permit Area and not as a regulatory agency with police powers. Nothing in this Permit will limit in any way Permittee's obligation to obtain any required regulatory approvals from City departments, boards, or commissions or other governmental regulatory authorities or limit in any way City's exercise of its police powers.

## **9. COVENANT TO MAINTAIN PERMIT AREA**

In connection with its use of the Permit Area, Permittee will at all times, at its sole cost, maintain the Permit Area in a good, clean, safe, secure, sanitary, and sightly condition.

## **10. REMOVAL OF IMPROVEMENTS**

Without limiting any of City's other rights under this Permit or otherwise, Permittee will promptly, at City's request, alter or remove at no cost to City all improvements or other property installed or placed in, on, under, or about the Permit Area by or for Permittee, as may be necessary to avoid any actual or potential interference with any public utilities now or later installed in, on, under, or about the Permit Area, with the maintenance or repair the Permit Area or those utilities, or otherwise with any public trust uses or any other municipal operations or uses by City. In the event of an emergency City may, at its sole option and without notice, alter, remove, or protect at Permittee's sole expense, any and all facilities, improvements, plantings, or other property installed or placed in, on, under, or about the Permit Area by Permittee.

## **11. SURRENDER**

On the expiration of this Permit or within ten (10) days after any other termination of this Permit, Permittee will surrender the Permit Area in the same condition as received, and broom clean, free from hazards, and clear of all debris, and Permittee will remove all of its property from the Permit Area and any signs or any other improvements permitted under this Permit, and will repair, at no cost to City, any damage to the Permit Area caused by that removal. Permittee's obligations under this Section will survive any termination of this Permit.

## 12. WAIVER OF CLAIMS; WAIVER OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

(a) Neither City nor any of its Agents, or their employees, will be liable for any damage to the property of Permittee, its Agents or Invitees, or their employees, or for any bodily injury or death to any persons, resulting or arising from the condition of the Permit Area or its use by Permittee.

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

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

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

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

Permittee acknowledges that the releases contained in this Permit includes all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Permittee acknowledges that it has agreed to this Permit with full knowledge of this waiver and the effect of this waiver, and, being fully aware of the consequences, Permittee 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 in this Permit will survive any termination of this Permit.

## 13. REPAIR OF DAMAGE

If any portion of the Permit Area or any property of City located on or about the Permit Area is damaged by Permittee, its Agents or Invitees or as a result of any activities conducted by Permittee, its Agents or Invitees, Permittee will immediately, at no cost to City repair any and all the damage and restore the Permit Area or property to its previous condition.

#### **14. SIGNS**

Permittee will not place, erect, or maintain any sign, advertisement, banner, or similar object on or about the Permit Area, except for any temporary sign that is necessary for Permittee's use so long as Permittee first obtains City's written consent, which City may give or withhold in its sole discretion.

#### **15. UTILITIES**

City hereby agrees to provide and pay for gas, electricity, water and sewer with respect to the Permit Area as defined under the terms of this Permit. Permittee hereby acknowledges City has incorporated into the monthly permit fee, as stipulated in Section 6, an amount to help defray such utility costs incurred by Permittee's use of the Permit Area. Permittee acknowledges and hereby agrees to provide and pay for any and all other utilities necessary and required for the occupancy and use of the Permit Area, including the cost of bringing any new utilities, phone lines or internet services to the location where needed or required.

#### **16. CITY'S RIGHT TO CURE PERMITTEE DEFAULTS**

If Permittee fails to perform any of its obligations under this Permit, to restore the Permit Area or repair damage, or if Permittee defaults in the performance of any of its other obligations under this Permit, then City may, at its sole option, remedy the failure for Permittee's account and at Permittee's expense by providing Permittee with three (3) days' prior written or oral notice of City's intention to cure the default (except that no prior notice will be required in an emergency as determined by City). No actions taken by City will be construed as a waiver of any rights or remedies of City under this Permit or otherwise, and nothing in this Permit will imply any duty of City to do any act that Permittee is obligated to perform. Permittee will pay to City on demand, all costs, damages, expenses, or liabilities incurred by City, including, without limitation, reasonable attorneys' fees, in remedying or attempting to remedy the default. Permittee's obligations under this Section will survive the termination of this Permit.

#### **17. NO COSTS TO CITY**

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

#### **18. INDEMNITY**

Permittee will indemnify, defend, and hold harmless City, its commissions, departments, boards, officers, agents, employees, contractors or subcontractors (collectively, "**Agents**"), and each of them, from and against all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages, and liabilities of any kind (collectively, "**Losses**"), arising in any manner out of **(a)** any injury to or death of any person or damage to or destruction of any property occurring in, on, or about the Permit Area, or any part of it, whether the person or property of Permittee, its Agents, its invitees, guests, or business visitors (collectively, "**Invitees**"), or third persons, relating in any manner to any use or activity by Permittee; **(b)** any failure by Permittee to faithfully observe or perform any of the terms, covenants, or conditions of this Permit; **(c)** the use of the Permit Area or any activities conducted

by Permittee, its Agents, or Invitees; or **(d)** any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by Permittee, its Agents, or Invitees, on, in, under, or about the Permit Area, any improvements on the Permit Area, or into the environment; except solely to the extent of Losses resulting directly and solely from the willful misconduct of City or City's authorized representatives. The foregoing indemnity includes, without limitation, reasonable attorneys' and consultants' fees, investigation and remediation costs, and all other reasonable costs and expenses incurred by the indemnified parties, including, without limitation, damages for decrease in the value of the Permit Area and claims for damages or decreases in the value of adjoining property. Permittee specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim that actually or potentially falls within this indemnity provision even if the allegation is or may be groundless, fraudulent, or false, which obligation arises at the time the claim is tendered to Permittee by City and continues at all times thereafter. Permittee's obligations under this Section will survive the expiration or other termination of this Permit.

## **19. "AS IS" CONDITION OF PERMIT AREA; DISABILITY ACCESS; DISCLAIMER OF REPRESENTATIONS**

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

Under California Civil Code Section 1938, to the extent applicable to this Permit, Permittee is advised that the Permit Area has not undergone inspection by a Certified Access Specialist ("CASp") to determine whether it meets all applicable construction-related accessibility requirements. A CASp can inspect the Permit Area and determine if it complies with all the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Permit Area, City may not prohibit Permittee from obtaining a CASp inspection of the Permit Area for the occupancy or potential occupancy of Permittee if requested by Permittee. City and Permittee will mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the CASp inspection fee, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Permit Area.

## **20. NO ASSIGNMENT**

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

## **21. CESSATION OF USE**

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

## **22. NO JOINT VENTURES OR PARTNERSHIP; NO AUTHORIZATION**

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

## **23. MACBRIDE PRINCIPLES - NORTHERN IRELAND**

The provisions of San Francisco Administrative Code Section 12F are incorporated into this Permit by this reference and made part of this Permit. By signing this Permit, Permittee confirms that Permittee has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

## **24. NON-DISCRIMINATION**

### **24.1 Covenant Not to Discriminate**

In the performance of this Permit, Permittee will not to discriminate against any employee of, any City employee working with Permittee, or applicant for employment with Permittee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of those protected classes, or in retaliation for opposition to discrimination against those classes.

### **24.2 Subcontracts**

Permittee will include in all subcontracts relating to the Permit Area a non-discrimination clause applicable to the subcontractor in substantially the form of Subsection 24.1 above. In addition, Permittee will incorporate by reference in all subcontracts the provisions of Sections 131.2(a), 131.2(c)-(k), and 132.3 of the San Francisco Labor Code and will require all subcontractors to comply with those provisions. Permittee's failure to comply with the obligations in this Subsection will constitute a material breach of this Permit.

### **24.3 Non-Discrimination in Benefits**

Permittee does not as of the date of this Permit and will not during the term of this Permit, in any of its operations in San Francisco, on real property owned by City, or where the work is being performed for the City or elsewhere within the United States, discriminate in the

provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits, or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of the employees, where the domestic partnership has been registered with a governmental entity under state or local law authorizing the registration, subject to the conditions set forth in Section 131.2(b) of the San Francisco Labor Code.

#### **24.4 Condition to Permit**

As a condition to this Permit, Permittee will execute the “Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits” form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco San Francisco Contract Monitoring Division (the “CMD”). Permittee represents that prior to execution of this Permit, (i) Permittee executed and submitted to the CMD Form CMD-12B-101 with supporting documentation, and (ii) the CMD approved the form.

#### **24.5 Incorporation of Administrative Code Provisions by Reference**

The provisions of Articles 131 and 132 of the San Francisco Labor Code relating to non-discrimination by parties contracting for the use of City property are incorporated in this Section by reference and made a part of this Permit as though fully set forth. Permittee will comply fully with and be bound by all of the provisions that apply to this Permit under those Chapters of the Administrative Code, including but not limited to, the remedies provided in those Chapters. Without limiting the foregoing, Permittee understands that under Section 131.2(h) of the San Francisco Labor Code, a penalty of Fifty Dollars (\$50) for each person for each calendar day during which that person was discriminated against in violation of the provisions of this Permit may be assessed against Permittee and/or deducted from any payments due Permittee.

### **25. TROPICAL HARDWOODS AND VIRGIN REDWOOD BAN**

The City and County of San Francisco urges companies not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product, except as expressly permitted by the application of San Francisco Environment Code sections 802(b) and 803(b). Permittee will not, except as permitted by the application of sections 802(b) and 803(b), use or incorporate any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product in the performance of this Permit.

### **26. NOTIFICATION OF PROHIBITION ON CONTRIBUTIONS**

Through its execution of this Permit, Permittee acknowledges its obligations under Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the selling or leasing of any land or building to or from the City whenever the transaction would require the approval by a City elected officer, the board on which that City elected officer serves, or a board on which an appointee of that elected officer serves, from making any campaign contribution to (1) the City elected officer if the contract must be approved by that official, (2) a candidate for the City elective office, or (3) a committee controlled by the elected officer or candidate, at any time from the commencement of

negotiations for the contract until the later of either the termination of negotiations for the contract or twelve (12) months after the date the contract is approved. Permittee acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same elected officer or board in a fiscal year have a total anticipated or actual value of \$100,000 or more. Permittee further acknowledges that (i) the prohibition on contributions applies to each Permittee; each member of Permittee's board of directors, and Permittee's chief executive officer, chief financial officer, and chief operating officer; any person with an ownership interest of more than ten percent (10%) in Permittee; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Permittee and (ii) within thirty (30) days of the submission of a proposal for the Lease, the City department with whom Tenant is leasing is obligated to submit to the Ethics Commission the parties to the lease and any subtenant. Additionally, Tenant certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the lease, and has provided the names of the persons required to be informed to the City department with whom it is leasing.

## **27. POSSESSORY INTEREST TAXES**

Permittee recognizes and understands that this Permit may create a possessory interest subject to property taxation and that Permittee may be subject to the payment of property taxes levied on that interest under applicable law. Permittee agrees to pay taxes of any kind, including possessory interest taxes, if any, that may be lawfully assessed on Permittee's interest under this Permit or use of the Permit Area and to pay any other taxes, excises, licenses, permit charges, or assessments based on Permittee's usage of the Permit Area that may be imposed on Permittee by applicable law. Permittee will pay all of charges when they become due and payable and before delinquency.

San Francisco Administrative Code Sections 23.38 and 23.39 require that certain information relating to the creation, renewal, extension, assignment, sublicense, or other transfer of this Permit be provided to the County Assessor within sixty (60) days after the transaction. Accordingly, Permittee must provide a copy of this Permit to the County Assessor not later than sixty (60) days after the commencement date of this Permit, and any failure of Permittee to timely provide a copy of this Permit to the County Assessor will be a default under this Permit. Permittee will also timely provide any information that City may request to ensure compliance with this or any other reporting requirement.

## **28. RESTRICTION ON THE USE OF PESTICIDES**

Chapter 3 of the San Francisco Environment Code (the Integrated Pest Management Program Ordinance or “**IPM Ordinance**”) describes an integrated pest management (“**IPM**”) policy to be implemented by all City departments. Permittee will not use or apply or allow the use or application of any pesticides on the Permit Area or contract with any party to provide pest abatement or control services to the Permit Area without first receiving City's written approval of an IPM plan that (i) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Permittee may need to apply to the Permit Area during the term of this Permit, (ii) describes the steps Permittee will take to meet the City's IPM Policy described in Section 300 of the IPM Ordinance and (iii) identifies, by name, title, address, and telephone number, an individual to act as the Permittee's primary IPM contact person with the City. Permittee will comply, and will require all of Permittee's contractors to comply, with the IPM plan approved by



the City and will comply with the requirements of sections 300(d), 302, 304, 305(f), 305(g), and 306 of the IPM Ordinance, as if Permittee were a City department. Among other matters, those provisions of the IPM Ordinance: (a) provide for the use of pesticides only as a last resort, (b) prohibit the use or application of pesticides on property owned by the City, except for pesticides granted an exemption under Section 303 of the IPM Ordinance (including pesticides included on the most current Reduced Risk Pesticide List compiled by City's Department of the Environment), (c) impose certain notice requirements, and (d) require Permittee to keep certain records and to report to City all pesticide use at the Permit Area by Permittee's staff or contractors.

If Permittee or Permittee's contractor will apply pesticides to outdoor areas at the Permit Area, Permittee must first obtain a written recommendation from a person holding a valid Agricultural Pest Control Advisor license issued by the California Department of Pesticide Regulation ("CDPR") and any pesticide application must be made only by or under the supervision of a person holding a valid, CDPR-issued Qualified Applicator certificate or Qualified Applicator license. City's current Reduced Risk Pesticide List and additional details about pest management on City property can be found at the San Francisco Department of the Environment website, <http://sfenvironment.org/ipm>.

## **29. PROHIBITION OF TOBACCO SALES AND ADVERTISING**

Permittee acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on the Permit Area. This advertising prohibition includes the placement of the name of a company producing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. In addition, Permittee acknowledges and agrees that no Sales, Manufacture, or Distribution of Tobacco Products (as such capitalized terms are defined in Health Code Section 19K.1) is allowed on the Permit Area and such prohibition must be included in all subleases or other agreements allowing use of the Permit Area. The prohibition against Sales, Manufacture, or Distribution of Tobacco Products does not apply to persons who are affiliated with an accredited academic institution where the Sale, Manufacture, and/or Distribution of Tobacco Products is conducted as part of academic research.

## **30. PROHIBITION OF ALCOHOLIC BEVERAGE ADVERTISING**

Permittee acknowledges and agrees that no advertising of alcoholic beverages is allowed on the Permit Area. This advertising prohibition includes the placement of the name of a company producing alcoholic beverages or the name of any alcoholic beverage in any promotion of any event or product.

## **31. DRUG-FREE WORKPLACE**

Permittee acknowledges that under the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, possession, or use of a controlled substance under federal law is prohibited on City premises. Permittee agrees that any violation of this prohibition by Permittee, its Agents, or Invitees will be a material breach of this Permit.

### **32. CONFLICTS OF INTEREST**

Through its execution of this Permit, Permittee acknowledges that it is familiar with the provisions of Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and sections 87100 et seq. and sections 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which would constitute a violation of those provisions, and agrees that if Permittee becomes aware of any such fact during the term of this Permit, Permittee will immediately notify the City.

### **33. FOOD SERVICE AND PACKAGING WASTE REDUCTION**

Permittee will comply fully with and be bound by all of the provisions of the Food Service and Packaging Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided in that chapter, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated into this Permit by reference and made a part of this Permit as though fully set forth. This provision is a material term of this Permit. Permittee acknowledges that Chapter 16 includes monetary penalties for violations of One Hundred Dollars (\$100.00) for the first breach, Two Hundred Dollars (\$200.00) for the second breach in the same year, and Five Hundred Dollars (\$500.00) for subsequent breaches in the same year. Any assessment of those penalties will not limit City's rights under this Permit or otherwise for a breach of this Section, and are in addition to City's rights and remedies under this Permit and at law or in equity.

### **34. FIRST SOURCE HIRING AGREEMENT**

Permittee and City are parties to the First Source Agreement attached to this Permit as Exhibit C under San Francisco Administrative Code, Chapter 83 (the "**First Source Agreement**"). Any default by Permittee under the First Source Agreement will be a default under this Permit.

### **35. SAN FRANCISCO PACKAGED WATER ORDINANCE**

Permittee will comply with San Francisco Environment Code Chapter 24 ("**Chapter 24**"). Permittee may not sell, provide, or otherwise distribute Packaged Water, as defined in Chapter 24 (including bottled water), in the performance of this Permit or on City property unless Permittee obtains a waiver from the City's Department of the Environment. If Permittee violates this requirement, the City may exercise all remedies in this Permit and the Director of the City's Department of the Environment may impose administrative fines as set forth in Chapter 24.

### **36. SUGAR-SWEETENED BEVERAGE PROHIBITION**

Permittee will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Permit.

### **37. CRIMINAL HISTORY INQUIRIES FOR EMPLOYMENT**

(a) Unless exempt, Permittee agrees to comply with and be bound by all of the provisions of San Francisco Labor Code Article 142 (Criminal History in Hiring and

Employment Decisions; “**Article 142**”), which are hereby incorporated as may be amended from time to time, with respect to applicants and employees of Permittee who would be or are performing work at the Permit Area.

(b) Permittee will incorporate by reference the provisions of Article 142 in all sublicenses of some or all of the Permit Area, and will require all sublicensees to comply with the provisions. Permittee’s failure to comply with the obligations in this subsection will constitute a material breach of this Permit.

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

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

(e) Permittee and sublicensees will state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment with Permittee or subpermittee at the Permit Area, that the Permittee and sublicensees will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Article 142.

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

(g) Permittee and sublicensees understand and agree that on any failure to comply with the requirements of Article 142, the City will have the right to pursue any rights or remedies available under Article 142 or this Permit, including, but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Permit.

(h) If Permittee has any questions about the applicability of Article 142, it may contact the City’s Real Estate Division for additional information. City’s Real Estate Division

may consult with the Director of the City's Office of Contract Administration who may also grant a waiver, as set forth in Section 142.8.

### **38. PERMITTEE'S COMPLIANCE WITH CITY BUSINESS AND TAX AND REGULATIONS CODE**

Permittee acknowledges that under Section 6.10-2 of the San Francisco Business and Tax Regulations Code, the City Treasurer and Tax Collector may require the withholding of payments to any vendor that is delinquent in the payment of any amounts that the vendor is required to pay the City under the San Francisco Business and Tax Regulations Code. If, under that authority, any payment City is required to make to Permittee under this Permit is withheld, then City will not be in breach or default under this Permit, and the Treasurer and Tax Collector will authorize release of any payments withheld under this paragraph to Permittee, without interest, late fees, penalties, or other charges, upon Permittee coming back into compliance with its San Francisco Business and Tax Regulations Code obligations.

### **39. CONSIDERATION OF SALARY HISTORY**

Permittee must comply with San Francisco Labor Code Article 141. For each employment application to Permittee for work of eight (8) or more hours per week at the Permit Area, Permittee must not consider the applicant's current or past salary (a "Salary History") in deciding whether to hire the applicant or what salary to offer the applicant unless the applicant voluntarily discloses that Salary History without prompting. In addition, Permittee must not (1) ask those applicants about their Salary History, (2) refuse to hire, or otherwise disfavor, injure, or retaliate against applicants that do not disclose their Salary History, or (3) disclose a current or former employee's Salary History without that employee's authorization unless it is required by law, publicly available, or subject to a collective bargaining agreement.

### **40. NOTICES**

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

**City:** San Francisco Recreation and Parks Department  
501 Stanyan Street  
San Francisco, California 94117  
Attn: Property Management

**Permittee:** Collective Impact  
Attention: James Spingola  
P.O Box 156853  
San Francisco, CA 94117

**Key Contact for the City:** Eric Jue  
[eric.k.jue@sfgov.org](mailto:eric.k.jue@sfgov.org)  
(415) 831-2783

**Key Contact for Permittee:** James Spingola  
Director  
[james@collectiveimpact.org](mailto:james@collectiveimpact.org)  
(415)860-1850

Notices under this Permit will be deemed given two (2) days after the date when it has been mailed if sent by first class, certified or overnight courier, or on the date personal delivery is made. For convenience of the parties, copies of notices may be sent by email, but no notice sent only by email will be deemed given and will not be binding on the parties.

#### **41. SEVERABILITY**

If any provision of this Permit or the application of a provision of this Permit to any person, entity, or circumstance is invalid or unenforceable, the remainder of this Permit, or the application of the provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected, and each other provision of this Permit will be valid and be enforceable to the fullest extent permitted by law, except to the extent that enforcement of this Permit without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this Permit.

#### **42. COUNTERPARTS**

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

#### **43. COOPERATIVE DRAFTING**

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

#### **44. GENERALLY APPLICABLE PROVISIONS**

(a) This Permit may be amended or modified only by a writing signed by City and Permittee. (b) No waiver by any party of any of the provisions of this Permit will be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in the written waiver. (c) All approvals and determinations of City requested, required, or permitted under this Permit may be made in the sole and absolute discretion of the Director of Property or other authorized City official. (d) This instrument (including the exhibit(s) attached to this Permit) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings and agreements are

merged into this Permit. **(e)** The section and other headings of this Permit are for convenience of reference only and will be disregarded in the interpretation of this Permit. **(f)** Time is of the essence. **(g)** This Permit will be governed by California law and the City's Charter. Any legal suit, action, or proceeding arising out of or relating to this Permit shall be instituted in the Superior Court for the City and County of San Francisco, and each party agrees to the exclusive jurisdiction of such court in any such suit, action, or proceeding (excluding bankruptcy matters). The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such court and irrevocably waive and agree not to plead or claim that any suit, action, or proceeding brought in San Francisco Superior Court relating to this Permit has been brought in an inconvenient forum. The Parties also unconditionally and irrevocably waive any right to remove any such suit, action, or proceeding to Federal Court. **(h)** If Permittee consists of more than one person then the obligations of each person will be joint and several. **(i)** Permittee may not record this Permit or any memorandum hereof. **(j)** Subject to the prohibition against assignments or other transfers by Permittee under this Permit, this Permit will be binding on and inure to the benefit of the parties and their respective heirs, representatives, successors, and assigns. **(k)** If City sells or otherwise conveys the property where the Permit Area is located, then this Permit will automatically be revoked. **(l)** All exhibits attached to this Permit are incorporated by reference.

*[SIGNATURES ON FOLLOWING PAGE]*

Permittee represents and warrants to City that it has read and understands the contents of this Permit and will comply with and be bound by all of its provisions.

PERMITTEE:

Collective Impact, a Non-Profit Company

By:

  
James Spingola, Director

CITY:

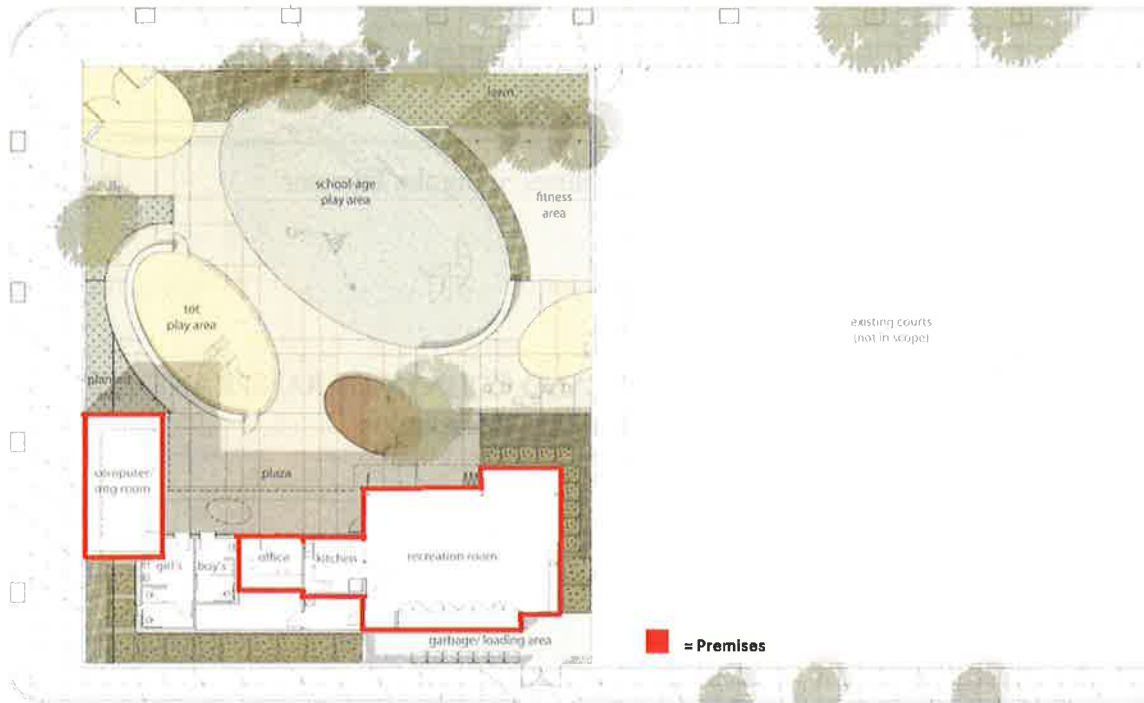
CITY AND COUNTY OF SAN FRANCISCO,  
a Municipal Corporation

By: 

<p>DocuSigned by: <i>Dana Ketcham</i> C2BB66D54A184F3...</p>	<p>9/10/2024</p>
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Dana Ketcham, Director of Property  
(pursuant to San Francisco Administrative  
Code Section 23.31)

### EXHIBIT A - Permit Area





## EXHIBIT B - Plan of Operations

COLLECTIVE  IMPACT



**Collective Impact** exists to drive meaningful, equitable change in marginalized communities by equipping children, youth, and young adults with the tools they need to succeed.

Founded in 2007, the Western Addition nonprofit organization administers three main community-based initiatives: **Magic Zone**, a comprehensive direct service program for children and youth aged 5-24 that provides the resources they need to succeed, including the Community Safety Initiative (CSI); **Mo'MAGIC**, a collaborative of Fillmore District partner organizations focused on building a thriving community for all children and families; and the **Ella Hill Hutch Community Center**, a neighborhood hub named for the first Black woman elected to San Francisco's Board of Supervisors, that provides safe space for mental and physical health programming in the Western Addition, a historically African American district with a rich cultural and community legacy.

Our program staff consists of a diverse mix of people who possess the education, experience, and passion required to work with youth with challenging backgrounds and tremendous potential. The majority of children and youth served by Collective Impact programs are in-risk or at-risk young people for whom exposure to healthy choices, quality enrichment activities, and new experiences are critical to disrupting unproductive pathways. Nearly all of our program youth come from under-served communities, and have longstanding generational ties to the Western Addition; ~90% live in low- or very low-income households and qualify for free lunch at school. All of our organization's direct service programming (delivered from two site locations, Ella Hill Hutch Community Center and Hayes Valley Clubhouse), is offered at no cost.

### **Magic Zone K-8**

The Magic Zone offers OST programming for students K-12, during the school year and summer, serving more than 100 unduplicated youth at two sites in the Western Addition. The Magic Zone is committed to working with the School District, families and youth to address academic issues and support participants via quality programming. Program takes a youth development approach, integrating project based learning in academic, enrichment and recreational activities. The after school program operates Monday through Friday, 2:00pm to 6:00pm, and the summer program Monday through Friday, 8:00am to 6:00pm. K-5 programming is held at Ella Hill Hutch Community Center and Hayes Valley Clubhouse; 6-8 programming is held at Ella Hill Hutch Community Center.

Collective Impact is a 501(c)3 tax-exempt organization | Tax ID #20-8964069  
P.O. BOX 156853 San Francisco, CA 94115

The Family of Programs: Magic Zone, Mo'MAGIC, Ella Hill Hutch Community Center | [www.collectiveimpact.org](http://www.collectiveimpact.org)  
Ella Hill Hutch Community Center 1050 McAllister Street, San Francisco, CA 94115 (415) 567-0400  
Hayes Valley Clubhouse 699 Hayes Street, San Francisco, CA 94102 (415) 771-7228

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**EXHIBIT C**

**First Source Agreement – Please complete via link below and re-submit to replace this section with actual Agreement.**

<https://na2.docusign.net/Member/PowerFormSigning.aspx?PowerFormId=d07e15cf-ee09-4f3d-b7de-d5c78b575260&env=na2&acct=674ac644-8feb-497f-9e7c-73837ca1bebe&v=2>