THIS PRINT COVERS CALENDAR ITEM NO. : 10.5

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY

DIVISION: Communications

BRIEF DESCRIPTION:

Acting as the Parking Authority Commission, accepting a gift of public art for the Moscone Center Garage and authorizing the Director of Transportation to execute a gift of public art agreement with the Yerba Buena Community Benefit District regarding the acceptance, installation and maintenance of the gift.

SUMMARY:

- The Parking Authority Commission of the City and County of San Francisco (Parking Authority) owns the Moscone Center Parking Garage.
- The Yerba Buena Community Benefit District (YBCBD), through Sites Unseen, seeks to donate a gift of public art to the Parking Authority for the Moscone Center Parking Garage.
- Sites Unseen has commissioned the artist Barry McGee to paint a series of murals on the Moscone Garage (Mural).
- The YBCBD and Parking Commission will enter into an agreement regarding the gift of public art whereby YBCBD will be solely responsible for the installation and maintenance of the Mural.
- The value of the Mural is $150,000.
- The Parking Authority has determined that the proposed acceptance and installation of public art is categorically exempt from the California Environmental Quality Act (CEQA).
- The proposed action is the Approval Action as defined by S. F. Administrative Code Chapter 31.

ENCLOSURES:
1. San Francisco Parking Authority Commission Resolution
2. Agreement
3. Map of Moscone Garage art locations

APPROVALS: **DATE**

DIRECTOR _____ 5/24/16

SECRETARY R. Boomer _____ 5/24/16

ASSIGNED PAC CALENDAR DATE: June 7, 2016

PURPOSE

Accepting a gift of public art for the Moscone garage donated by Yerba Buena Community Benefit District (YBCBD) through Sites Unseen and commissioned from the artist Barry McGee.

GOAL

Goal 4: Create a workplace that delivers outstanding service
Objective 4.4.Improve relationships and partnerships with our stakeholders

DESCRIPTION

The Parking Authority Commission owns and controls the Moscone Center Parking Garage.

The Parking Authority Commission wishes to accept a gift of public art for the Moscone Center Parking Garage located at 255 3rd Street and enter into a Gift of Public Art Agreement with YBCBD regarding the acceptance, installation and maintenance of the Mural (Gift Agreement). The Gift Agreement sets forth the terms and conditions of the Parking Authority's acceptance of the Mural and also details YBCBD's responsibilities with respect to installing, maintaining and repairing the Mural. The art will be commissioned from the artist Barry McGee by Sites Unseen, a project to place public art in Yerba Buena District alleyways. The project is produced by Sites Unseen, a fiscally-sponsored initiative of the Yerba Buena Community Benefit District.

Barry McGee is a painter and graffiti artist from San Francisco. He is a co-founder of the Mission School art movement and graffiti boom in the San Francisco Bay Area during the early nineties. One of the most well-known San Francisco artists, this will be Barry McGee's first public art commission in the city.

The artist will create and install a multi-part mural in seven locations on the Moscone Garage. There will be five artwork elements on the exterior of the garage, and two smaller artwork elements on the interior of the garage. The Mural will include colorful, abstract, graphic elements as well as text-based elements. The Mural shall be installed on the Moscone Garage as depicted in Enclosure 3.

Value of Mural
The Mural is an unrestricted gift by YBCBD to the Parking Authority. The estimated value of the Mural is $150,000. The Parking Authority Commission will have discretion over the Mural and will own the mural outright and can remove it at any time.

Mural Locations
The Mural consists of a series of painted sections designed by artist Barry McGee. The Mural is slated to be placed on multiple locations on and in the garage, including:

- on the tower on the southeast corner of the garage (the corner of 3rd and Clementina Streets), on four walls
- on a small section of the parapet wall on the roof of the garage, near the northwest corner
- on a ground-level freestanding wall located at the rear of the garage, facing Kaplan Lane
- on a section of a wall located on the northwest corner of the garage (the corner of Kaplan Lane facing Howard Street)
- on a section of a breezeway structure located on the southwest corner of the garage, on the corner of 3rd Street
- on a section of the wall of the southeast corner of the garage, on 3rd Street
- on the interior of the garage, the side of a stairwell between the 2nd and 3rd floors

Mural Installation

The Mural will be painted and installed by the artist and he will be assisted by ICU Art, an Oakland-based company that specializes in hand painted murals and custom design by highly skilled artists. Installation of the Mural is projected to begin upon approval, with an installation period anticipated to be 10–12 days.

Maintenance of the Mural

Pursuant to the Gift Agreement, Sites Unseen and the Artist will be responsible for maintaining the Murals, which will be executed in acrylic and spray paint and will be finished with a hard clear coat to protect the Murals from damage and provide UV protection. An anti-graffiti and urine-repellent coat will be applied on top of the hard clear coat to facilitate cleaning and maintenance. In the event that graffiti is done over or near the artwork, Sites Unseen will work with the YBCBD—which has representatives on the ground patrolling the neighborhood and checking for graffiti on a daily basis — to remove it in a timely fashion. The YBCBD will remove any graffiti within a 24-48 hour period after a report of defacement has been submitted. The artwork is expected to last ten years before the paint will need to be re-touched.

PUBLIC OUTREACH

The Parking Authority worked with Sites Unseen, who presented the art in alleyways project to stakeholders and community members in the Yerba Buena district starting in mid-2015.

ALTERNATIVES CONSIDERED

No alternatives were considered.

FUNDING IMPACT

There is no anticipated impact on the Parking Authority Commission’s budget.

ENVIRONMENTAL REVIEW

The proposed acceptance and installation of public art is subject to the California Environmental Quality Act (CEQA). CEQA provides a categorical exemption from environmental review for operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public structures and facilities as defined in Title 14 of the California Code of Regulations Section 15301.

On May 11, 2016, the SFMTA, under authority delegated by the Planning Department, determined (Case Number2016-006790ENV) that the proposed acceptance and installation of public art is categorically exempt from CEQA as defined in Title 14 of the California Code of Regulations Section 15301. The SFMTA's determination is on file with the Secretary to the San Francisco Parking Authority Commission and may be found in the records of the Planning Department at 1650 Mission Street in San Francisco, and is incorporated herein by reference.

A copy of the CEQA determination is on file with the Secretary to the San Francisco Parking Authority Commission and is incorporated herein by reference. The proposed action is the Approval Action as defined by the S. F. Administrative Code Chapter 31.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

The San Francisco Arts Commission approved the design and location of the Mural on March 16, 2016.

The City Attorney has reviewed this item.

RECOMMENDATION

Staff recommends accepting the gift of public art by Barry McGee for the Moscone Garage donated by Sites Unseen and authorizing the Director of Transportation to execute the Gift of Public Art Agreement with Yerba Buena Community Benefit District.

SAN FRANCISCO
PARKING AUTHORITY COMMISSION

RESOLUTION No. _____

WHEREAS, Sites Unseen seeks to donate a gift of public art to the Parking Authority for the Moscone Center Parking Garage; and,

WHEREAS, Sites Unseen has commissioned the artist Barry McGee to paint a series of murals on the Moscone Garage (Mural); and,

WHEREAS, The Mural is an unrestricted gift by Sites Unseen to the SFMTA; and,

WHEREAS, The Parking Authority will have discretion over the Mural and will own the Mural outright and can remove it at any time.

WHEREAS, Sites Unseen will be solely responsible for the installation and maintenance of the Mural; and,

WHEREAS, The San Francisco Arts Commission approved the design and location of the Mural on March 16, 2016; and,

WHEREAS, The donor and artist have informed the Parking Authority that the value of the Mural is $150,000; and,

WHEREAS, The Parking Authority owns and controls the Moscone Center Parking Garage; and,

WHEREAS, The proposed acceptance and installation of public art is subject to the California Environmental Quality Act (CEQA); CEQA provides a categorical exemption from environmental review for operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public structures and facilities as defined in Title 14 of the California Code of Regulations Section 15301; and,

WHEREAS, On May 11, 2016, the SFMTA, under authority delegated by the Planning Department, determined (Case Number2016-006790ENV) that the proposed acceptance and installation of public art is categorically exempt from CEQA as defined in Title 14 of the California Code of Regulations Section 15301; and,

WHEREAS, The SFMTA's determination is on file with the Secretary to the Parking Authority Commission and may be found in the records of the Planning Department at 1650 Mission Street in San Francisco, and is incorporated herein by reference. The proposed action is the Approval Action as defined by the S. F. Administrative Code Chapter 31; now, therefore, be it

RESOLVED, That the Parking Authority Commission does hereby accept a gift of public art from the donor Sites Unseen commissioned from the artist Barry McGee in the amount of $150,000; and be it further

RESOLVED, That the Parking Authority Commission does hereby authorize the Director of Transportation to execute the Gift of Public Art Agreement for the acceptance, installation and maintenance of the Mural.

I certify that the foregoing resolution was adopted by the Parking Authority Commission at its meeting of June 7, 2016.

_____

Secretary, Parking Authority Commission

PARKING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO
GIFT OF PUBLIC ART AGREEMENT
TERMS AND CONDITIONS; RELEASE AND WAIVER

This Agreement, dated _____ for reference purposes only, is made by and between Yerba Buena Community Benefit District, a nonprofit corporation, acting as the fiscal sponsor of Sites Unseen (Donor), Barry McGee, an individual ("Artist) and the Parking Authority of the City and County of San Francisco, a public body, corporate and politic, (Parking Authority), for a gift of public art for the Moscone Center Parking Garage located at 255 3rd Street, San Francisco, California 94103 (Moscone Garage).

RECITALS

A. Donor desires to make a gift of public art to Parking Authority.

B. Donor has commissioned Artist paint a mural on the Moscone Garage (the "Mural").

C. Donor will be solely responsible for the installation and maintenance of the Mural.

D. The San Francisco Arts Commission approved the design and location of the Mural on March 16, 2016.

E. Parking Authority Commission approved acceptance of the Mural by resolution number____ on June 7, 2016.

F. Donor and Artist have informed the Parking Authority that the value of the Mural is One Hundred Fifty Thousand Dollars ($150,000).

TERMS AND CONDITIONS

1. Description of Mural. Artist will create a multi-part mural in 7 locations on the Moscone Garage. There will be 5 artwork elements on the exterior of the Moscone Garage, and 2 smaller artwork elements on the interior of Moscone Garage. The Mural will include colorful, abstract, graphic elements as well as text-based elements. The Mural will be painted using both spray paint and acrylic paints, and will be sealed with a hard clear coat to protect the art as well as an anti-graffiti top coat to enable easy cleaning and maintenance. The Mural shall be installed on the Moscone Garage as depicted in Exhibit A, attached hereto.

2. Unrestricted Gift of Mural. At its sole cost, Donor agrees to irrevocably and unconditionally give, transfer and assign to the Parking Authority by way of this unrestricted gift, all right, title, and interest, which it has in the Mural. The Parking Authority shall have full and absolute discretion over the Mural and administration of the gift, and full and absolute power of ownership, including removal.

3. Installation of Mural; Maintenance.

3.1. Installation. Artist shall be responsible for the installation of the Mural on the Moscone Garage and shall coordinate access to the Moscone Garage for such installation with the Moscone Garage operator, LAZ Parking ("Moscone Garage Operator"). Further, Artist shall install the Mural according to the schedule set forth as Exhibit B, attached hereto.

3.2. Maintenance. Donor agrees to periodically inspect the Mural and to maintain the Mural within an acceptable standard of public display. Donor shall be responsible for all maintenance related to the Mural and shall perform the maintenance of the Mural in accordance with the Maintenance Plan attached hereto as Exhibit C. Donor shall continue to maintain the Mural so long as it remains as an installation on the Moscone Garage.

3.3. Right of Access. Parking Authority hereby grants to Artist and Donor, and/or Donor's designee, the non-exclusive right to access the Moscone Garage for the purpose of installing and maintaining the Mural; provided, however, that Donor and/or Artist shall coordinate such access the Moscone Garage Operator in advance of performing any work related to installing or maintaining the Mural.

4. Term; Removal of Mural

4.1. Term. The Term of this Agreement shall be for five (5) years ("Term"), unless earlier terminated pursuant to the terms of this Agreement. Parking Authority shall have the right, in its sole and complete discretion, to exercise five (5) one (1) year options to extend the Term.

4.2. Removal of Mural. Upon the expiration of the Term or earlier termination of this Agreement, Donor shall, at its sole expense, be responsible for removing the Mural from the Moscone Garage and shall complete the removal within one hundred eighty (180) days of the expiration of the Term or earlier termination.

4.3. Transfer of Ownership. Upon the expiration or earlier termination of this Agreement, as provided herein, YBCBD shall remove the Mural as provided in Section 4.2 and Section 7.1 of the Agreement and Parking Authority shall transfer all rights, title, and interest in the Mural to YBCBD.

5. Insurance.

5.1. Required Coverages. Without in any way limiting Donor's liability pursuant to the "Indemnification" section of this Agreement, Donor must maintain in force, insurance in the following amounts and coverages. Donor shall obtain such insurance on or before the commencement of installation of the Mural. Donor shall maintain all required insurance continuously from the time originally specified until final acceptance of the Mural by Parking Authority's Director of Transportation, or his designee.

(a) Worker's Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness. Donor shall obtain such insurance upon approval of this Agreement by the Parking Authority Commission. To the extent Donor warrants, in writing, that Donor is not an employer and has no employees as defined by the California Labor Code Sections 3351-3351.1, Donor need not provide the Parking Authority proof of Worker's Compensation insurance.

(b) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence and $2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability and Personal Injury. Donor shall obtain such insurance prior to commencing the installation of the Mural and shall maintain through the completion of the installation of the Mural at the Moscone Garage.

(c) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable. Donor shall obtain such insurance prior to commencement of the installation of the Mural.

5.2. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(a) Name as Additional Insured the Parking Authority of the City and County of San Francisco, its Officers, Agents, and Employees.

(b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

5.3. All policies shall be endorsed to provide thirty (30) days' advance written notice to the Parking Authority of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the Parking Authority address set forth in Section 10, entitled "Notices to the Parties."

5.4. Should any of the required insurance be provided under a claims-made form, Donor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of two years beyond the expiration or earlier termination of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration or earlier termination of the Agreement, such claims shall be covered by such claims-made policies.

5.5. Before commencing with the installation of the Mural, Donor shall furnish to Parking Authority certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of insurance by City shall not relieve or decrease Donor's liability hereunder.

5.6. The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Donor, Artist or either of their employees and agents.

6. Indemnification.

6.1. Indemnification. Donor agrees to protect, defend, indemnify and hold harmless Parking Authority and its officers, agents and employee from and against all claims, costs and damages arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Donor, (ii) loss of or damage to property, (iii) violation of local, state, or federal common law, statute or regulation, so long as such injury, violation or loss arises directly or indirectly from Artist's installation and/or maintenance of the Mural, including, but not limited to Donor or Artist's use of facilities or equipment provided by Parking Authority or others. Donor's obligations to indemnify Parking Authority exclude liability for loss, damage, injury or claim resulting from the active negligence or willful misconduct of Parking Authority.

6.2. Infringement. Donor agrees to protect, defend, indemnify and hold Parking Authority, its officers, agents and employees harmless from any action, claim, suit or liability based on a claim that work performed under this Agreement by Artist constitutes an infringement of any patent, copyright, trademark, trade name or other proprietary right of any party. This section shall survive the expiration or sooner termination of this Agreement.

7. Termination.

7.1. Termination without Cause. Parking Authority shall have the right at any time during this Agreement to terminate this Agreement if Parking Authority determines, in its sole discretion, that the Moscone Garage is needed in connection with an Parking Authority project, service or program, or in the event of the sale or development of the Moscone Garage. Parking Authority may exercise this right without any liability or expense, upon not less than one hundred eighty (180) days' prior written notice. Tenant agrees and shall be required to remove the Mural from the Moscone Garage by the end of the 180-day period.

7.2. Termination with Cause. If Donor or Artist fail to perform any of their respective material obligations under this Agreement, Parking Authority may terminate this Agreement upon fifteen (15) days written notice to Donor and Artist ("Termination Notice"). The Termination Notice must specify the nature of the breach and provide Donor and Artist with an opportunity to cure the specified breach within the fifteen (15) notice period. In the event that Donor and/or Artist fail to cure the specified breach within the fifteen (15) day notice period, the termination of this Agreement will be effective. In instances where the specified breach in incapable of being cured within fifteen (15) days, Donor and/or Artist shall commence to cure the specified breach within the fifteen (15) day notice period and diligently execute the work necessary to complete the cure.

8. Artist's Rights Waiver. Artist agrees to waive and does hereby waive voluntarily all rights to attribution and integrity with respect to the Mural and any and all claims as may arise under the Visual Artists Rights Act of 1990, 17 U.S.C. §§106A and 113(d), the California Art Preservation Act (Cal. Civil Code §§987 and 989) or any other local, state, foreign or international law, as currently drafted or as may be hereafter amended, that conveys the same or similar rights ("Moral Rights Laws"), with respect to the Mural, its display, removal from display, exhibition, installation, conservation, study, alteration and any other activities conducted by Parking Authority. If the Mural is incorporated into a building such that the Mural cannot be removed from the building without physical defacement, mutilation, alteration, distortion, destruction or other modification (collectively, "Modification") of the Mural, Artist waives any and all such claims under any Moral Rights Laws arising out of or against any current or future owners of the site, and its agents, officers and employees for Modification of the Mural. Donor hereby waives any rights it may have under Moral Rights Laws.

Artist acknowledges that all such decisions concerning Mural shall be made in the sole discretion of Parking Authority. Artist further acknowledges that, other than the rights reserved or granted in this Agreement, he retains no rights in and to the Mural itself nor to any design, sketches, drawings or other related materials with regard to attribution and integrity of the Mural. In addition, to the extent such rights may not be waived, Artist covenants not to assert such rights against Parking Authority.

Donor shall have the right to display a reproduction of the Mural in its marketing or other nonprofit corporation documents (i.e. annual report, etc.).

Parking Authority has not obligation to pursue claims against third parties for modifications or damage to the Mural done without Parking Authority's authorization. However, Parking Authority may pursue claims against third parties for modifications or damage or to restore the Mural if the Mural has been modified without the Parking Authority's authorization. In the event that Parking Authority pursues such a claim, it shall notify the Artist, and Artist shall cooperate with Parking Authority's efforts to prosecute such claims.

If Parking Authority modifies the Mural without Artist's consent in a manner that is prejudicial to Artist's reputation, Artist retains the right to disclaim authorship of the Mural in accordance with 17 U.S.C. §106A(a)(2).

Artist and Donor understand the effect of these waivers and hereby acknowledge that each of them are surrendering the rights described herein with respect to the Mural.

Except as provided in these waivers, with respect to third parties who are not officers, employees, agents, successors or assigns of Parking Authority, Artist retains Artist's moral rights in the Mural, as established in the Visual Artists Rights Act (17 U.S.C. §§106A and 113(d)), the California Art Preservation Act (Cal. Civil Code §§987 and 989), or any other local, state, federal or international moral rights laws that protect the integrity of works of art. Accordingly, nothing herein shall prevent Artist from pursuing a claim for Alteration of the Mural against a third party who is not an officer, employee, agent, successor or assign of Parking Authority.

Parking Authority has no obligation to pursue claims against third parties to remedy or prevent Alteration of the Mural.

9. Release and Waiver. Each of Donor and Artist, as material consideration for this Agreement, agree that Parking Authority shall not be responsible for or liable to them for any and all losses, including, but not limited to, incidental and consequential damages, relating to any injury, accident or death of any person or loss or damage to any property, in or about the location of the Mural or arising from this Agreement from any cause whatsoever. In addition, to the fullest extent allowed by law, Donor and Artist hereby waive all rights against Parking Authority and, on behalf of its successors and assigns, waives its right to recover from Parking Authority, and forever RELEASES, WAIVES AND DISCHARGES, Parking Authority from any and all of the losses described above, whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the Mural or this Agreement.

Donor and Artist also understand that the Mural shall not be insured by Parking Authority for damage or destruction and that the Moscone Garage is a publicly accessible area used both during and after business hours that is not insured for damage or destruction of the Mural and that Parking Authority shall not be responsible for insuring the Mural or for providing any particular level of security, supervision or lighting of the exhibition area. Donor and Artist hereby waive their right to file any claim against Parking Authority and release Parking Authority from any liability for any damage to or destruction of the Mural arising out of this Agreement and further waive any right to insurance coverage by Parking Authority.

Each of Donor and Artist understand and expressly accept and assume the risk that any facts concerning the claims released in this Agreement might be found later to be other than or different from the facts now believed to be true, and agree that the releases in this Agreement shall remain effective. Therefore, with respect to the claims released in this Agreement, each of Donor and Artist waive any rights or benefits provided by Section 1542 of the Civil Code, which reads as follows:

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

Each of Donor and Artist specifically acknowledge and confirm the validity of the release made above and the fact that each of Donor and Artist was represented by counsel who explained the consequences of this release at the time this Agreement was made, or that they had the opportunity to consult with counsel, but declined to do so.

The provisions of this Section 9 shall survive the expiration or earlier termination of this Agreement.

10. Notice to the Parties. Unless otherwise indicated in this Agreement, all written communications sent by the parties may be by U.S. mail, overnight delivery service or courier, and shall be addressed as follows:

To Parking Authority:	Parking Authority of the City & County of San Francisco c/o San Francisco Municipal Transportation Agency 1 South Van Ness Avenue, Suite 700 San Francisco, CA 94102 Attn: Ted Graff, Director of Parking
To Moscone Garage Operator:	LAZ Parking, CA, LLC 255 3rd Street

	San Francisco, CA 94103 Attn: Cindy Hefner Phone: Email: CHefner@lazparking.com
To Donor:	Yerba Buena Community Benefit District 5 Third Street, #914 San Francisco, CA 94103 Attn: Cathy Maupin, Executive Director Phone: (415) 644-0728
To Artist:	Barry McGee c/o Ratio 3 Gallery 2831 Mission Street San Francisco, CA 94110 Attn: Chris Perez Phone: (415) 821-3371

11. Successors And Assigns. The rights under this Agreement are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Donor or Artist unless first approved by Parking Authority by written instrument executed and approved in the same manner as this Agreement.

12. Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

13. Amendments. No amendment of Agreement or any part thereof shall be valid unless it is in writing and signed by all of the parties hereto.

14. Entire Agreement. This contract sets forth the entire agreement between the parties, and supercedes all other oral or written provisions. This contract may be modified only as provided in Section 13.

15. Compliance with Laws. Donor and Artist shall each keep themselves fully informed of the Charter of the City and County of San Francisco ("City") and its codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the last date below.

PARKING AUTHORITY:

PARKING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO,
a public body, corporate and politic

By: _____
Edward D. Reiskin
Director of Transportation,
San Francisco Municipal Transportation Agency

APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

By: _____
Stephanie J. Stuart
Deputy City Attorney

San Francisco Parking Authority Commission

Resolution No: _____

Adopted: _____

Attest: _____
Secretary, Parking Authority Commission

DONOR:
Yerba Buena Community Benefit District

By: _____
Cathy Maupin
Executive Director
Yerba Buena Community Benefit District

ARTIST:
Barry McGee, an individual

By: _____
Barry McGee

EXHIBIT A

MURAL LOCATIONS

The Mural, which consists of a series of painted sections designed by artist Barry McGee is proposed for installation on the Moscone Parking Garage, located at 255 Third Street in San Francisco. The mural is slated to be placed on multiple locations on and in the garage, including:

- On the tower located on the southeast corner of the Moscone Parking Garage (the corner of Third Street and Clementina Street), on 4 walls.
- On a small section of the parapet wall on the roof of the Moscone Parking Garage, near the northwest corner.
- On a ground-level free-standing wall located at the rear of the Moscone Parking Garage (facing Kaplan Lane).
- On a section of a wall located on the northwest corner of the Moscone Parking Garage (the corner of Kaplan Lane facing Howard Street).
- On a section of a breezeway structure located on the southwest corner of the Moscone Parking Garage (on the corner of Third Street and
- On a section of the wall on the southeast corner of the Moscone Parking Garage (facing Third Street)
- On the interior of the Moscone Parking Garage, the side of a stairwell between the 2nd and 3rd floors.

EXHIBIT B

MURAL MAINTENANCE PLAN

The YBCBD will be responsible for maintaining the Mural, which will be executed in acrylic and spray paint and will be finished with a hard clear coat to protect the artworks from damage and provide UV protection. An anti-graffiti and urine-repellent coat will be applied on top of the hard clear coat to facilitate cleaning and maintenance. In the event that graffiti is done over or near the artwork, Sites Unseen will work with the YBCBD—which has representatives on the ground patrolling the neighborhood and checking for graffiti on a daily basis —to remove it in a timely fashion. The YBCBD will use its hot water power washer to remove any graffiti within a 24-48 hour period after a report of defacement has been submitted. A new anti-graffiti coat will then be immediately applied. The artwork is expected to last ten years before the paint will need to be re-touched.

EXHIBIT C

MURAL INSTALLATION PLAN

The Mural will be painted and installed by Artist assisted by ICU Art, an Oakland-based company that specializes in hand painted murals and custom design by highly skilled artists. Installation of the mural is projected to begin in June 2016, with an installation period anticipated to be 10–12 days. The team will use vinyl stencils to map the outline of the graphic elements directly on the walls, and execute the Mural in acrylic and spray paint. They will install the large graphic wall at Location 1 using a swing-stage anchored by the parapet wall on top of the southeast tower of the garage. The other elements at Location 1 will be installed using ladders. The Mural on the large wall at Location 4, at the northwest corner of the garage, will be installed using a scissor lift, and will be placed on a thin removable substrate such as 3/8" plywood panels and bolted into the concrete, to enable removal and relocation should the garage be altered by construction in coming years. The plywood panels will measure a total of approximately 28' (H) x 10' (W). Holes will be drilled in the wood panels and a hammer drill used to penetrate the concrete about 2 inches deep. Wedge anchors with washers or lag shields with screws will be used to hold the wood to the concrete. Mural at all other locations will be painted directly on the building's surface, using ladders as needed.