

Anonymous Public Records Audit  
Petition #D-20-0017

[81856-14311352@requests.muckrock.com](mailto:81856-14311352@requests.muckrock.com)

June 5, 2020

Dennis Herrera  
Attn. General Government Team  
City Attorney/Supervisor of Records  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102  
Via email to [supervisor.records@sfcityattty.org](mailto:supervisor.records@sfcityattty.org)

Supervisor of Records,

This is a new SFAC 67.21(d) petition for a determination that some or all withheld portions of records discussed below are public and an associated order for their disclosure.

On February 21, 2020, we requested from the Mayor's Office:

*"Immediate Disclosure Request for all records ever retained by London Breed or her staff for any parade float. You must search personal accounts under City of San Jose v Superior Court. Remember you claimed the pride float is a governmental purpose so these records are a public record."*

On Feb 23, 2020, Hank Heckel declared non-IDR deadlines. On March 2, 2020 Heckel declared an extension until March 16. See Exhibit A. We voluntarily waived the timeliness requirements for the request until June 5, 2020. On June 5, Heckel provided the records in Exhibit B with the following explanation:

*"Please see the attached records responsive to your request below. Please note that personal contact information in the email addresses and footers has been redacted to avoid an unwarranted breach of personal privacy. See Cal. Govt. Code Secs. 6254(c), California Constitution, Art. I, Sec. 1. All other redactions have been applied to communications withheld pursuant to the attorney/client privilege. See Cal. Govt. Code Secs. 6254(c), California Constitution, Art. I, Sec. 1."*

We dispute the redaction of the email addresses of Hank Heckel, Andrea Bruss, and Marjan Philhour. As the Mayor's Office has itself claimed, the Mayor's float is a governmental purpose, and the use of the Mayor's staff in managing the float is thus the conduct of public business. Therefore, these email addresses may not be withheld pursuant to GC § 6254.3(b)(1):

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(b) (1) Unless used by the employee to conduct public business, or necessary to identify a person in an otherwise disclosable communication, the personal email addresses of all employees of a public agency shall not be deemed to be public records and shall not be open to public inspection, except that disclosure of that information may be made as specified in paragraphs (1) to (4), inclusive, of subdivision (a).

We also dispute all of the attorney/client privilege redactions. First, of course GC § 6254(c) is not an exemption for the attorney/client privilege so this is not a legal justification pursuant to SF Admin Code § 67.27. Regardless, even if the presumed typo is corrected to GC § 6254(k) and Evidence Code § 954, the A/C privilege is not applicable for the blocks of text redacted on Ex B pages 13,14,15,16,17,19, 42, 44, 45.

First, it appears these supposedly privileged communications were shared with multiple parties including the opposing counterparties on the drafts and agreements; thus any privilege if it ever existed was already waived, Evidence Code § 912.

Second, if the attorney whose communications are at issue is Heckel and he is communicating with client Breed, Heckel previously represented on October 10, 2019 to us that he does not serve as an attorney for Mayor London Breed in her individual or official capacities, nor for the City and County of San Francisco in a different records request. See Exhibit C.

Please immediately determine these parts of the records public and order them disclosed.

Stay safe and compliant,

Anonymous

Anonymous Public Records Audit  
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**EXHIBIT A**

**From: Office of the Mayor****06/05/2020** **Subject: RE: California Public Records Act Request: Mayor's Notes - Immediate Disclosure Request****Email**

Anonymous,

Please see the attached records responsive to your request below. Please note that personal contact information in the email addresses and footers has been redacted to avoid an unwarranted breach of personal privacy. See Cal. Govt. Code Secs. 6254(c), California Constitution, Art. I, Sec. 1. All other redactions have been applied to communications withheld pursuant to the attorney/client privilege. See Cal. Govt. Code Secs. 6254(c), California Constitution, Art. I, Sec. 1.

Regards,

Hank Heckel  
Compliance Officer  
Office of the Mayor  
City and County of San Francisco



Anonymous Request Response 6.5.20\_Redacted

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image001

[Download](#)

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Petition #D-20-0017

**Excerpts of**  
**EXHIBIT B**



Andrea Bruss

**Cherry Blossom Parade -- April 22nd**

4 messages

**Eddie McCaffrey** <eddie@londonformayor.com>

To: Marian Philhour

, Andrea Bruss  
, Andy Lynch <andy@philhour.com>, Maggie Muir <maggie@maggiemuir.com>Sun, Feb 18, 2018 at 4:45 PM  
, Samantha Roxas

D5,

We were looking at the calendar moving forward on Cherry Blossom Parade and we were unsure if this is something that LB has participated in the past. I looked in the calendar and below is what I saw.

Can someone provide us with some historical information to provide context?

Thanks!

Eddie

Event Time: 12:00 pm float line up, 1:00 pm parade starts

LB Time: 12:45 - 2:00 pm

Confirmed Parade starts at 1:00 pm and the suggested line up for your float will be 12:00 pm.

contact: Amelia Gallegos

Cherry Blossom Festival Paradecommittee member

**Kayleigh Lloyd**

To: Eddie McCaffrey

Cc: Marian Philhour

&lt;candy@philhour.com&gt;, Maggie Muir &lt;maggie@maggiemuir.com&gt;

Andrea Bruss

, Samantha Roxas

, Andy Lynch

Mon, Feb 19, 2018 at 4:20 PM

She does this every year and we RSVP'd for her this year. Last year it was on Easter Sunday -- we had a float, Easter candy to hand out, and about 20-25 folks joined to dance on the float and hand out candy along the route.

Not sure yet whether she'll be offered a float again this year (that was unusual).

[Quoted text hidden]

**Eddie McCaffrey** <eddie@londonformayor.com>

To: Kayleigh Lloyd

Cc: Marian Philhour

&lt;candy@philhour.com&gt;, Maggie Muir &lt;maggie@maggiemuir.com&gt;

Andrea Bruss

, Samantha Roxas

, Andy Lynch

Mon, Feb 19, 2018 at 4:38 PM

3/2/2020

Gmail - Cherry Blossom Parade - April 22nd

That's great. Does that mean that D5 will be taking the lead on organizing?

[Quoted text hidden]

Kayleigh Lloyd [REDACTED]

Mon, Feb 19, 2018 at 4:39 PM

To: Eddie McCaffrey <eddie@londonformayor.com>

Cc: Marian Philhour [REDACTED]

Andrea Bruss [REDACTED]

Samantha Roxas [REDACTED]

Andy Lynch

<andy@philhour.com>, Maggie Muir <maggie@maggiemuir.com>

Yup - I'll own this one for everything parade related. They also have a no campaigning rule for the parade itself, but I can put Billy in touch with some friendly folks in Japantown if you'd like.

[Quoted text hidden]

[REDACTED]





Andrea Bruss

## Plan for tomorrow

1 message

Kayleigh Lloyd  
To: Andrea Bruss

Mawuli Tugbenyoh

Lauren Feuerborn

Sat, Jun 23, 2018 at 8:12 PM  
Flynn Ezra Beckman

Hi! Wanted to share the staffing plan for tomorrow so there's no confusion. Please let me know any questions or anything I can make more clear.

Mawuli - I have you floating throughout the day as you're able.

6:00 am - Jimi picks up float and brings to staging area  
 6:45 am - Kayleigh, Lauren, and Flynn meet volunteers to move items to float  
 8:00 am - KL and LF arrive at Alice Breakfast  
 8:30 am - Russel (DJ) arrives at float  
 8:45 am - Andrea and LB arrive at Alice Breakfast  
 9:15 am - LB speaks at breakfast  
 9:30 am - Flynn arrives at float  
 9:45 am - KL, LF, and volunteers leave Alice Breakfast and go to float  
 10:00 am (ish) - AB leaves breakfast with LB. Personal time for LB until 10:50 am.  
 10:00 am - volunteers begin arriving at float -- will set up t-shirts, snacks, candy bags, etc  
 10:15 am - Don (photographer) arrives at float  
 10:30 am - guests begin arriving  
 11:00 am (ish) - AB arrives at float with LB and one SID member. Other SID either brings Tahoe into line up, or lines up on Steuart and Market.  
 11:00 am - KL, LF, Flynn, fellows, select volunteers, finance team volunteers, and any other leg aides that opted in will help with Push-Pull photos (pending LB wanting to do this)  
 11:30 am - all staff organizes group photo in front of float  
 11:45 am - AB, LF get float folks on float  
 11:45 am - KL, Flynn, other staff get contingent ready to step off  
 11:50 am - step off  
 12:45 pm - end of route -- LF & Flynn return items to office, AB & Mawuli or KL get LB to main stage  
 ?? - main stage will accommodate LB when she arrives  
 ?? - if LB decides to stop by parties, AB is staff, Mawuli and KL are secondary team

AND THEN WE'RE DONE!





**float**

1 message

**Andrea Bruss** [redacted]  
To: Kayleigh Lloyd [redacted]

<https://www.facebook.com/russell.gatewood.3>

**Andrea Bruss** [redacted]

Sat, Jun 23, 2018 at 10:37 PM



Andrea Bruss [REDACTED]

**Fwd: 2019 CNY Parade Float**

6 messages

**Jaidin Consulting** <consult@jaidin.net>

To: Mayor London Aid Andrea Bruss [REDACTED]

Cc: Harlan Wong &lt;harlan.cnyfp@gmail.com&gt;, SFChinese Chamber &lt;sfchinesechamber@gmail.com&gt;

Fri, Jul 20, 2018 at 9:35 AM

Hi Andrea,

At the Chinatown Ping Pong Tournament last weekend, Mayor Breed mentioned to me that she would like to participate on a float in the 2019 Chinese New Year Parade. As you can imagine, there will be a lot of details to coordinate, rules to adhere by, and deadlines to be met. Please let us know who we should contact to set a meeting to work out the logistics. We would like to make sure that Mayor Breed will have a wonderful and exciting experience.

Thank you.

Walter

**Andrea Bruss** <[REDACTED]>

To: Marjan Philhour [REDACTED]

Fri, Jul 20, 2018 at 4:28 PM

Mason?

[Quoted text hidden]

**Marjan Philhour** <[REDACTED]>

To: Andrea Bruss [REDACTED]

Fri, Jul 20, 2018 at 5:30 PM

For sure! I can talk to him about it.

[Quoted text hidden]

--

\*\*\*\*\*

Marjan Philhour

mobile [REDACTED]

**Jaidin Consulting** <consult@jaidin.net>

To: Mayor London Aid Andrea Bruss [REDACTED]

Cc: Harlan Wong <harlan.cnyfp@gmail.com>, SF Chinese Chamber <sfchinesechamber@gmail.com>

Tue, Aug 7, 2018 at 3:11 PM

Hi Andrea,

We have not heard back from anyone regarding the 2019 Chinese New Year Parade. Please let us know who the Chinese Chamber of Commerce should contact to follow up.

Thank you.

Walter

From: **Jaidin Consulting** <consult@jaidin.net>

Date: Fri, Jul 20, 2018 at 9:35 AM

Subject: Fwd: 2019 CNY Parade Float

To: Mayor London Aid Andrea Bruss [REDACTED]

Cc: Harlan Wong <harlan.cnyfp@gmail.com>, SF Chinese Chamber <sfchinesechamber@gmail.com>

[Quoted text hidden]

Walter

**Andrea Bruss** [REDACTED]

To: Marjan Philhour [REDACTED]

Tue, Aug 7, 2018 at 3:49 PM

I thought you/and or Mason connected with him.

[Quoted text hidden]

Tue, Aug 7, 2018 at 4:22 PM

**Marjan Philhour**  
To: Andrea Bruss

WTF ONE MOMENT

\*\*\*\*\*

Marjan Philhour  
mobile

[Quoted text hidden]



Mason Lee [REDACTED]

**Thank you**

3 messages

**Mason Lee** [REDACTED]  
To: harlan.cnyfp@gmail.com

Thu, Aug 9, 2018 at 11:48 AM

Harlan,

Any helpful info you have will be great! Thank you for your guidance.

Mason

**Harlan Wong** <harlan.cnyfp@gmail.com>  
To: Mason Lee [REDACTED]  
Cc: Jaidin Consulting <consult@jaidin.net>

Thu, Aug 9, 2018 at 12:56 PM

Hi Mason,

Received and noted.

I know that Mayor Breed loves our Chinese New Year Parade, named one of the top ten parade in the world by IFEA (International Festivals & Events Association). I will make sure we work together and make her participation a reality.

As I explained, our Grant Agreement (Article 4.4 a) stipulated that City resources cannot be use for campaigns for elective office or voter initiatives. Mayor Breed is welcome to be a guest on one of our sponsored float, but we must tread carefully. We need to rule out corporate floats because it will come under attack as the company is seeking favoritism from the Mayor. I believe Non-profit would be a natural choice since this will only showcase the Mayor's humanitarian support of the organization.

At a dinner celebration for Mayor Breed, she approach my Chinese Chamber Board and offer to help build the float she will be on. Of course we will not require her to help build the float, but I see a great cross-promotional opportunity for us. Each year, we have a media day at our float barn at Pier 54. Bay Area TV stations will send camera crews to do a story on Chinese New Year and a preview of the floats. For 2019, we can coordinate and provide a photo opportunity for the Mayor to pose putting minor finishing touches on her float. Let me know what the Mayor thinks.

— 汪百旺

A Bark That Heralds Prosperity,

Harlan Wong  
CNY Festival & Parade Director

[Quoted text hidden]







Mason Lee [REDACTED]

**Fwd: Parade Grant Agreement, Article 4.4(a)**

2 messages

**Jaidin Consulting** <consult@jaidin.net>

Thu, Sep 5, 2019 at 11:01 AM

To: Jesse Mainardi &lt;jesse@mainardi.law&gt;

Cc: Frank Chu &lt;frank@jaidin.net&gt;, Mason London [REDACTED] Marjan Philhour Mayor London office

[REDACTED] Harlen Wong Street Fair &lt;hwwong@sbcglobal.net&gt;, SFChinese Chamber

&lt;sfchinesechamber@gmail.com&gt;

Hi Jesse,

Thank you for setting up the conference call.

As discussed, attached is the section of the grant agreement for your review.

Please let us know if you have any questions.

Thanks,

Walter

**Grant Agreement, Article 4.4 (a).pdf**

1110K

**Jaidin Consulting** <consult@jaidin.net>

Fri, Sep 13, 2019 at 9:29 AM

To: Jesse Mainardi &lt;jesse@mainardi.law&gt;

Cc: Frank Chu &lt;frank@jaidin.net&gt;, Mason London [REDACTED] Marjan Philhour Mayor London office

[REDACTED] Harlen Wong Street Fair &lt;harlan.wong@chineseaparade.com&gt;, SFChinese Chamber

&lt;sfchinesechamber@gmail.com&gt;

Hi Jesse,

Please let us know if you need anything from us or if a decision has been made regarding the float sponsorship.

Thanks,

Walter

[Quoted text hidden]

**Grant Agreement, Article 4.4 (a).pdf**

1110K





Hank Heckel [REDACTED]

**Re: Email Info**

3 messages

**Mason Lee** [REDACTED]

Fri, Nov 15, 2019 at 11:10 PM

To: Harlan Wong &lt;harlan.wong@chineseparade.com&gt;

Cc: Walter Wong &lt;consult@jaidin.net&gt;, Marjan Philhour [REDACTED]

Jesse

Mainardi &lt;jesse@mainardi.law&gt;, Maggie Muir &lt;maggie@maggiemuir.com&gt;

Harlan and Walter,

Thank you again for your time on talking to us.

Maggie will reach out to Stephanie at the float organization next week.

I have cc'd Maggie, Marjan, Hank and Jesse in the email for the paperwork that you will be sending

Mason

On Nov 15, 2019, at 17:35, Harlan Wong &lt;harlan.wong@chineseparade.com&gt; wrote:

Hi Mason,

Please use this email address to coordinate with me.

Thanks,

Harlan Wong  
CNY Festival & Parade Director

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**Harlan Wong** <harlan.wong@chineseparade.com>

Sun, Nov 17, 2019 at 7:05 AM

To: Mason Lee [REDACTED]

Cc: Walter Wong &lt;consult@jaidin.net&gt;, Marjan Philhour [REDACTED]

Jesse

Mainardi &lt;jesse@mainardi.law&gt;, Maggie Muir &lt;maggie@maggiemuir.com&gt;

Hi Mason,

I already informed Stephanie that Maggie will reach out to her.

I will coordinate with and update everyone.

[Quoted text hidden]

[Quoted text hidden]

**Mason Lee** [REDACTED]

Mon, Nov 18, 2019 at 2:57 PM

To: Harlan Wong &lt;harlan.wong@chinese-parade.com&gt;

Cc: Walter Wong &lt;consult@jaidin.net&gt;, Marjan Philhour [REDACTED]

Jesse

Mainardi &lt;jesse@mainardi.law&gt;, Maggie Muir &lt;maggie@maggiemuir.com&gt;

Harlan,

Thank you. Let us know about the paperwork.

Mason

[Quoted text hidden]



Mason Lee [REDACTED]

## Mayor Breed Float 2020

30 messages

Jaidin Consulting <consult@jaidin.net>

Wed, Dec 11, 2019 at 1:18 PM

To: [REDACTED]  
Cc: Mason London [REDACTED], Harlen Wong Street Fair <hnrwong@sbcglobal.net>, Jaidin Consulting Group <JdnGrp@pacbell.net>

Hi Mason and Marjan,

Attached please find a letter and sponsor agreement to Mayor London Breed from the San Francisco Chinese Chamber of Commerce for your review. If acceptable, please execute and return to us.

Thanks,

Walter



Mayor London Breed, Float Letter & Agreement 2020.pdf  
3301K

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Mason Lee** [REDACTED]

Fri, Dec 13, 2019 at 3:21 PM

To: Jaidin Consulting <consult@jaidin.net>

Cc: Marjan Philhour [REDACTED], Harlan Wong Street Fair <hvwong@sbcglobal.net>, Jaidin Consulting Group <JdnGrp@pacbell.net>, Hank Heckel [REDACTED] Jesse Mainardi <jesse@mainardi.law>, Maggie Muir <maggie@maggiemuir.com>

Walter and Harlan,

Can you amend and re-direct the contract to the San Francisco- Shanghai Sister City Committee for signature? I understand Hank and Frank already spoke about this.

Thank you!

Mason

[Quoted text hidden]

**Jaidin Consulting** <consult@jaidin.net>

Fri, Dec 20, 2019 at 2:17 PM

To: Mason Lee [REDACTED]

Cc: Marjan Philhour [REDACTED], Harlan Wong Street Fair <hvwong@sbcglobal.net>, Jaidin Consulting Group <JdnGrp@pacbell.net>, Hank Heckel [REDACTED] Jesse Mainardi <jesse@mainardi.law>, Maggie Muir <maggie@maggiemuir.com>

Hi Mason,

Please find attached the draft sponsorship agreement with the San Francisco - Shanghai Sister Committee. Please circulate it for review and approval.

Harlan Wong, the CNY Parade Director, will be the main contact. He can be reached at (415) 982-3000 and [harlan.wong@chineseparade.com](mailto:harlan.wong@chineseparade.com).

Can you provide the main contact information for the Shanghai Sister Committee?

Thank you for your help and Happy Holidays!



Walter

[Quoted text hidden]



San Francisco- Shanghai Sister City Committee Sponsorship Agreement (draft1).docx  
21K

[Redacted content]

[Redacted content]

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**From:** Jaidin Consulting <[consult@jaidin.net](mailto:consult@jaidin.net)>

**Sent:** Friday, December 20, 2019 2:17:46 PM

**To:** Mason Lee

**Cc:** Marjan Philhour; Harlen Wong Street Fair; Jaidin Consulting Group; Hank Heckel; Jesse Mainardi; Maggie Muir

**Subject:** Re: Mayor Breed Float 2020

Hi Mason,

[Quoted text hidden]

[Quoted text hidden]

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**Mason Lee** [Redacted]

Fri, Dec 20, 2019 at 5:05 PM

To: Jaidin Consulting <[consult@jaidin.net](mailto:consult@jaidin.net)>

Cc: Marjan Philhour <[marjan@pacbell.net](mailto:marjan@pacbell.net)>, Harlen Wong Street Fair <[hwnong@sbcglobal.net](mailto:hwnong@sbcglobal.net)>, Jaidin Consulting Group <[JdnGrp@pacbell.net](mailto:JdnGrp@pacbell.net)>, Hank Heckel <[hheckel@pacbell.net](mailto:hheckel@pacbell.net)>, Jesse Mainardi <[jesse@mainardi.law](mailto:jesse@mainardi.law)>, Maggie Muir <[maggie@maggiemuir.com](mailto:maggie@maggiemuir.com)>

Walter- Can you kindly remove Mayor Breed's name from bottom of the agreement?

Quick question - when is the check due by for our information?

On Dec 20, 2019, at 14:17, Jaidin Consulting <[consult@jaidin.net](mailto:consult@jaidin.net)> wrote:

[Quoted text hidden]

<San Francisco- Shanghai Sister City Committee Sponsorship Agreement (draft1).docx>

**Jaidin Consulting** <consult@jaidin.net>

Fri, Dec 20, 2019 at 6:00 PM

To: Mason Lee [REDACTED]  
Cc: Marjan Philhour <[REDACTED]>, Harlen Wong Street Fair <hnrwong@sbcglobal.net>, Jaidin Consulting Group <JdnGrp@pacbell.net>, Hank Heckel <[REDACTED]>, Jesse Mainardi <jesse@mainardi.law>, Maggie Muir <maggie@maggiemuir.com>

Will do,

Mason Lee [REDACTED] 于 2019年12月21日周六 上午9:05写道:

[Quoted text hidden]

**Jesse Mainardi** <jesse@mainardi.law>

Sun, Dec 22, 2019 at 1:46 PM

To: Jaidin Consulting <consult@jaidin.net>, Mason Lee [REDACTED]  
Cc: Marjan Philhour <[REDACTED]>, Harlen Wong Street Fair <hnrwong@sbcglobal.net>, Jaidin Consulting Group <JdnGrp@pacbell.net>, Hank Heckel <[REDACTED]>, Maggie Muir <maggie@maggiemuir.com>

Please remove the reference to Mayor Breed from Exhibit A as well.

To be clear, I do not represent the Shanghai Sister City Committee, so you will need to clear with that committee.

Jesse Mainardi

MAINARDI LAW

315 Montgomery Street, 9th Floor

San Francisco, CA 94104

[REDACTED]

jesse@mainardi.law

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**From:** Jaidin Consulting <consult@jaidin.net>  
**Date:** Friday, December 20, 2019 at 6:01 PM  
**To:** Mason Lee [REDACTED]  
**Cc:** Marjan Philhour [REDACTED] Harlen Wong Street Fair  
<hnwong@sbcglobal.net>, Jaidin Consulting Group <JdnGrp@pacbell.net>, Hank Heckel  
[REDACTED] Jesse Mainardi <jesse@mainardi.law>, Maggie Muir  
<maggie@maggiemuir.com>  
**Subject:** Re: Mayor Breed Float 2020

Will do,

[Quoted text hidden]

---

**Jaidin Consulting** <consult@jaidin.net> Sun, Dec 29, 2019 at 1:56 PM  
**To:** Jesse Mainardi <jesse@mainardi.law>  
**Cc:** Mason London [REDACTED] ccc Chinese Chamber of Commerce <sfchinesechamber@gmail.com>, Frank  
Chu <frank@jaidin.net>, Marjan Philhour Mayor London office [REDACTED], Maggie Muir  
<maggie@maggiemuir.com>

Hi Everyone,

Please find attached the revised version of the sponsorship agreement.

The sponsorship fee is due no later than December 31, 2019.

Please let us know who will be the lead contact for the San Francisco - Shanghai Sister City Committee. We would like to confirm with the Sister Committee that the sponsorship complies with all campaign and ethical rules and regulations and that the sponsorship will not jeopardize the Chinese Chamber of Commerce's status as a non-profit organization.



2/24/2020

Gmail - Mayor Breed Float 2020

Thanks,  
Walter

[Quoted text hidden]

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 **San Francisco- Shanghai Sister City Committee Sponsorship Agreement (draft2).docx**  
21K

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Jaidin Consulting <consult@jaidin.net>

Wed, Jan 8, 2020 at 3:14 PM

To: Mason London [REDACTED] Marjan Philhour Mayor London office [REDACTED] Maggie

Muir <maggie@maggiemuir.com>

Cc: Harlen Wong Street Fair <hvwong@sbcglobal.net>, Frank Chu <frank@jaidin.net>

Hi Everyone,

Please let us know if the Sister Committee still wants to be a sponsor.

The Parade will take place on February 8, 2020, which does not leave much time to make the float.

Thanks,

Walter

**From:** Jaidin Consulting [mailto:consult@jaidin.net]

**Sent:** Sunday, December 29, 2019 1:56 PM

**To:** Jesse Mainardi

**Cc:** Mason London; ccc Chinese Chamber of Commerce; Frank Chu; Marjan Philhour Mayor London office; Maggie Muir

**Subject:** Mayor Breed Float 2020

[Quoted text hidden]

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 **San Francisco- Shanghai Sister City Committee Sponsorship Agreement (draft2).docx**  
21K

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Marjan Philhour [REDACTED]

Wed, Jan 8, 2020 at 4:48 PM

To: Maggie Muir <maggie@maggiemuir.com>, [REDACTED]

Isn't the float still happening we have the money

[Quoted text hidden]

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[Quoted text hidden]

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 **San Francisco- Shanghai Sister City Committee Sponsorship Agreement (draft2).docx**  
21K

**Mason Lee**

Wed, Jan 8, 2020 at 7:46 PM

To: Jaidin Consulting &lt;consult@jaidin.net&gt;

Cc: Marjan Philhour Mayor London office [REDACTED] Maggie Muir &lt;maggie@maggiemuir.com&gt;, Harlen Wong Street Fair &lt;hnrwong@sbcglobal.net&gt;, Frank Chu &lt;frank@jaidin.net&gt;

Walter,

Happy new year! Thanks so much for checking in. The Sister cities committee will remain the sponsor. Below is their contact information to send the agreement for them to sign.

Committee Chair James Fang's email is [jfang@panpacsolution.com](mailto:jfang@panpacsolution.com)

We are working to confirm the final design.

Thank you again for your help, let us know if you need anything in the mean time.

Mason

On Jan 8, 2020, at 15:14, Jaidin Consulting <consult@jaidin.net> wrote:

[Quoted text hidden]

<San Francisco- Shanghai Sister City Committee Sponsorship Agreement (draft2).docx>

**Jaidin Consulting** <consult@jaidin.net>

Thu, Jan 9, 2020 at 12:58 PM

To: Mason London [REDACTED]

Mason

Please have them sign and pay asap

Walter

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

From: **Harlan Wong** <harlan.wong@chineseaparade.com>

Date: Thu, Jan 9, 2020 at 12:53 PM

Subject: Fwd: FW: Mayor Breed Float 2020

To: James Fang &lt;jfang@panpacsolution.com&gt;

Cc: SFChinese Chamber &lt;sfchinesechamber@gmail.com&gt;

Hi James,

Happy New Year!

My name is Harlan Wong and I am the Chinese New Year Festival & Parade Director. I was asked to prepare an agreement for SF- Shanghai Sister City Committee to sponsor a float in our 2020 CNY Parade. Please go over the attached agreement. Once agree, sign and return for our countersign.

Due to some miscommunication, the sponsorship fee due date has passed. Please submit sponsorship fee payable and mail to:

SF Chinese Chamber of Commerce

730 Sacramento Street

San Francisco, CA. 94108

Attn: Harlan Wong

Looking forward to coordinating with you.

2/24/2020

Gmail - Mayor Breed Float 2020

靈鼠獻桔

The Wise Mouse Bringeth Good Luck,

Harlan Wong

CNY Festival & Parade Director

CONFIDENTIALITY NOTICE: This transmittal is intended only for the use of the individual or entity to which it is addressed and may contain information that is confidential and/or legally privileged. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws, including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender immediately and destroy all copies of the transmittal. Thank you.



San Francisco- Shanghai Sister City Committee Sponsorship Agreement (draft2).docx

21K

Mason Lee [REDACTED]

Thu, Jan 9, 2020 at 2:54 PM

To: Maggie Muir <maggie@maggiemuir.com>, Marjan Philhour [REDACTED]

Begin forwarded message:

**From:** Jaidin Consulting <consult@jaidin.net>  
**Date:** January 9, 2020 at 12:58:23 PST  
**To:** Mason London [REDACTED]  
**Subject:** Fwd: FW: FW: Mayor Breed Float 2020

[Quoted text hidden]



San Francisco- Shanghai Sister City Committee Sponsorship Agreement (draft2).docx

21K

Harlan Wong <harlan.wong@chineseaparade.com>

Sun, Feb 2, 2020 at 9:11 AM

To: James Fang <jfang@nanpacsolution.com>, "Mason (MYR)" <mason.lee@sfgov.org>, Mason London [REDACTED]

Cc: Anton Qiu <anton@anchorpacificcapital.com>, SFChinese Chamber <sfchinesechamber@gmail.com>

James,

Without the signed agreement and payment, there will be no SF-Shanghai float in our lineup.

Mason - Please note that after multiple request to James, I am still missing the signed agreement and payment. I cannot move forward without these items.

Harlan

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interception, review, use or disclosure is prohibited and may violate applicable laws, including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender immediately and destroy all copies of the transmittal. Thank you.

On Thu, Jan 30, 2020 at 11:24 PM Harlan Wong <[harlan.wong@chineseparade.com](mailto:harlan.wong@chineseparade.com)> wrote:

Hi James,

Still did not hear from you. Please update me ASAP.

靈鼠獻桔

The Wise Mouse Bringeth Good Luck,

Harlan Wong

CNY Festival & Parade Director

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On Mon, Jan 27, 2020 at 11:41 AM James Fang <[jfang@panpacsolution.com](mailto:jfang@panpacsolution.com)> wrote:

Yes. I am coming back from out of town Tuesday night.

Will mail check upon return.

Thank you

On Mon, Jan 27, 2020 at 8:45 AM Harlan Wong <[harlan.wong@chineseparade.com](mailto:harlan.wong@chineseparade.com)> wrote:

Hi James,

I am following up on the agreement. Do you have an update for me?

靈鼠獻桔

The Wise Mouse Bringeth Good Luck,

Harlan Wong

CNY Festival & Parade Director

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On Mon, Jan 13, 2020 at 6:41 AM Harlan Wong <[harlan.wong@chineseparade.com](mailto:harlan.wong@chineseparade.com)> wrote:

Hi James,

Thank you for your very detailed response.



I agree with you that this has been a very confused and convoluted process. Will urge Mason to expedite the funding.

靈鼠獻桔

The Wise Mouse Bringeth Good Luck,

Harlan Wong

CNY Festival & Parade Director

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On Sun, Jan 12, 2020 at 10:33 PM James Fang <[jfang@panpacsolution.com](mailto:jfang@panpacsolution.com)> wrote:

Thank you Harlan.

We all support Mayor Breed and the Chamber plays an important role in introducing Chinese culture to mainstream America.

I think there is some miscommunication among all the parties.

I was told by Marjan about 2 or 3 months ago that the Mayor wanted a float which would celebrate the 40 anniversary of the Sister City relationship; At that time, I was told that the Mayor wanted to the Committee's approval to use the 40th anniversary concept which we heartily endorsed. I was also told the Committee wouldn't have to pay for the float.

Then I learned, around a week before Christmas, from Mason that: 1) the float design that I saw didn't reference the 40th Anniversary and that 2) the Committee was going to pay for the entire float - \$20,000.

I told Mason that hadn't heard from the Mayors' office in almost a month and with the holiday season it would be difficult to contact potential sponsors and most importantly we never committed to paying.

Mason said he understood.

Mason then called last Friday and said Marjan said the Mayor's special events fund would pay and go through our Committee.

I prefer to sign the agreement once we have received the funds from the special events committee.

There seems to be mass confusion on who is to do what and why. I've only received sporadic phone calls from the Mayors office with the initial goal using the float to celebrate the 40th anniversary and that the Committee was not financially responsible for the float to now waiting for the special events committee allocating us the funds. I really don't know what is going on myself. I think the Chamber maybe in the same situation.

thank you.

James

On Thu, Jan 9, 2020 at 12:53 PM Harlan Wong <[harlan.wong@chineseparade.com](mailto:harlan.wong@chineseparade.com)> wrote:

Hi James,

Happy New Year!

My name is Harlan Wong and I am the Chinese New Year Festival & Parade Director. I was asked to prepare an agreement for SF- Shanghai Sister City Committee to sponsor a float in our 2020 CNY Parade. Please go over the attached agreement. Once agree, sign and return for our countersign.

Due to some miscommunication, the sponsorship fee due date has passed. Please submit sponsorship fee payable and mail to:

SF Chinese Chamber of Commerce  
730 Sacramento Street  
San Francisco, CA. 94108  
Attn: Harlan Wong

Looking forward to coordinating with you.

靈鼠獻桔  
The Wise Mouse Bringeth Good Luck,

Harlan Wong  
CNY Festival & Parade Director

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--  
James Fang

415.397.0220 (office)

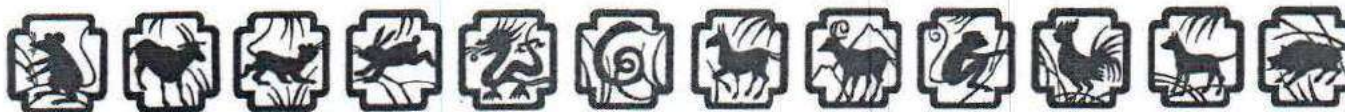
595 Market, Suite 1100

San Francisco, CA 94105

PAN Pacific Solution, LLC







**Southwest Airlines**  
**Chinese New Year Festival and Parade**

**Chinese Chamber of Commerce**

730 Sacramento Street, San Francisco, CA 94108

(415) 982-3000

Honorable Mayor Breed,

It is such an honor that you are interested to sponsor a float in our 2020 Chinese New Year Parade. This annual celebration of the Chinese New Year is the biggest outside of Asia. Between attendees to the parade and television viewership, millions of people have enjoyed this treasured San Francisco Tradition.


The cost to produce the CNY Parade pales in comparison to the budget you oversee for our wonderful diverse City. Nevertheless, it is a huge expense for Chinese Chamber of Commerce to bear in order to produce such a well-received event. Your generous sponsorship of \$20,000.00 will aid us to continue showcasing this beloved parade.

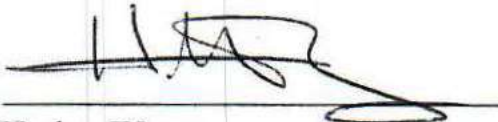
It was a pleasure conversing with Jesse Mainardi (Mainardi Law) and Marjan Philhour (Senior Advisor) to discuss the logistics of your sponsorship. We believe their opinion was that the sponsorship complies with all campaign and ethical rules and regulations and that the sponsorship will not jeopardize our status as a non-profit organization.

Enclosed is the agreement between you and the Chinese Chamber of Commerce of San Francisco. Please sign and return.

Truly appreciate your cooperation and thank you for making our event a celebration of the Chinese New Year.

Sincerely,

  
Kenny Tse  
Chinese Chamber Board President

  
Harlan Wong  
CNY Festival & Parade Director

*This event is sponsored in part by the San Francisco Hotel Tax Fund.*



## **SPONSORSHIP AGREEMENT**

This Sponsorship Agreement ("Agreement") is entered into by and between the Chinese Chamber of Commerce of San Francisco ("Chamber") and Mayor London Breed ("Sponsor") with regards to sponsorship opportunities with the 2020 Chinese New Year Festival and Parade ("Parade").

**1. Term.** This Agreement shall commence on the date it is signed and will terminate on the date of the Chinese New Year Parade on February 8, 2020 at 11:59 pm. PST.

**2. Sponsorship Fee.**

- a. The Sponsor agrees to pay to the Chamber the amount of \$20,000.00 as the Sponsorship Fee.
- b. The funding and payment of the Sponsorship Fee shall comply with San Francisco Administrative Code, Chapter 12G "Prohibition of use of Public Funds for Political Activity by Recipients of City Contracts, Grants and Loans" and all other applicable campaign and ethical laws and regulations
- c. The Sponsor recognizes that the Chamber is a recipient of City Grants from the Grants for the Arts and is a non-profit organization.
- d. The Sponsorship Fee shall be made payable to: Chinese Chamber of Commerce of San Francisco, 730 Sacramento Street, San Francisco, CA 94108. The Sponsorship Fee is due no later than December 31, 2019.

**3. Sponsorship Level.** The Sponsor's Sponsorship Level shall be the 2020 Parade Float Sponsor.

**4. Sponsorship Privileges.** The Sponsor shall be entitled to the Sponsorship Privileges as outlined in Exhibit A, which is attached to this Agreement.

**5. Sponsorship Restrictions.** During the Festival and Parade, the Sponsor and its participants shall not: (a) take any action that may negatively impact the credibility, goodwill, or integrity of the Festival or Parade; (b) promote or oppose any political activity, agenda, or official; (c) publish or distribute items along the Parade route; (d) consume any alcoholic beverages; and (e) have any pets in the Parade. The Chamber, in its sole discretion, shall determine the appropriateness of any sponsorship activity related to the Festival and Parade.

**6. Sponsor Trademarks and Materials.** If applicable and subject to the terms and conditions of this Agreement, the Sponsor grants the Chamber the right to use the Sponsor's trade names, logo designs, trademarks, and company descriptions as provided in Sponsor marketing materials. These assets may be used in any medium of advertising, promotional products, or marketing materials distributed solely in connection with the Parade. The Chamber agrees to use these materials according to Sponsor's trademark usage guidelines.



**7. Insurance, Indemnity, Limitation of Liability and Media Broadcast.**

- a. *Insurance.* The Sponsor represents and warrants that it has obtained and will maintain adequate insurance coverage as customary for its business operations. The Sponsor shall name the Chinese Chamber of Commerce of San Francisco, the Chinese New Year Festival and Parade, and its directors, officers, employees, agents, and volunteers, as additional insureds to the Sponsor's insurance coverage related to the Parade and shall provide the Sponsor with appropriate certificate(s) of insurance as evidence thereof.
- b. *Indemnity.* The Sponsor and its participants shall INDEMNIFY, SAVE AND HOLD HARMLESS the Chinese Chamber of Commerce of San Francisco, the Chinese New Year Festival and Parade, and its directors, officers, employees, agents, and volunteers, from and against all liability, loss, damages, claims, costs and expenses (including attorney fees) arising out of injury to persons or damages to property or any other injury, claim, damage, loss, cost, or expense arising from Sponsor's and its participants' operations.
- c. *Media Broadcast.* The Sponsor understands that the Parade may be broadcast on live television and is subject to factors outside of Chamber's control. The Sponsor agrees to hold the Chamber harmless for omissions or editing mistakes that may be caused by any form of media not under the sole and direct control of the Chamber.

**8. Termination.**

- a. The Chamber may terminate this Agreement at any time for any reason. In the event that the Chamber terminates this Agreement for any reason other than Sponsor's breach of the Agreement, the Chamber shall refund any fees received from the Sponsor and return any materials, equipment, hardware, or software loaned by the Sponsor for the event, at the Sponsor's expense.
- b. The Sponsor may terminate this Agreement for breach of the Agreement by the Chamber after giving Chamber at least ten (10) business days prior written notice specifying the nature of the breach and giving the Chamber at least ten (10) business days to resolve such breach. If the alleged breach occurs less than ten (10) business days before the Chinese New Year Parade, Sponsor may terminate this Agreement if such breach is not resolved by the date of the Parade.
- c. If the Festival or Parade is cancelled due to weather or other factors not under the direct control of the Chamber, the Sponsorship Fee shall not be refundable and shall be treated as a contribution or donation to the Chamber, unless the Chamber, in its sole direction, elects to provide a full or partial credit for any future sponsorships.
- d. If a party is unable to perform any or all of its obligations due to an act of God, inevitable accident, fire, lockout, strike, or other labor dispute, riot or civil commotion, acts of terrorism or war, or act of government instrumentality, then such inability to perform will not be a breach of this Agreement.

**9. Notices.** All notices and other communications related to this Agreement shall be in writing and sent to:

Chamber: Chinese Chamber of Commerce of San Francisco  
Attn: Harlan Wong  
730 Sacramento Street  
San Francisco, CA 94108  
(415) 982-3000  
[harlan.wong@chineseparade.com](mailto:harlan.wong@chineseparade.com)

Sponsor: Mayor London Breed  
City Hall, Room 200  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

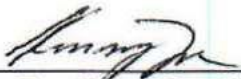

**10. Miscellaneous.**

- a. This Agreement supersedes any or all prior oral or written forms of understanding between the Chamber and the Sponsor. This Agreement can only be amended by written instruments signed by both parties.
- b. This Agreement shall be governed and interpreted by the laws of the State of California.
- c. Both parties agree that any claim or dispute related to this Agreement or Parade shall be settled by mandatory and binding arbitration. Both parties hereby waive any rights to jury or bench trial.

In witness whereof, the Chamber and the Sponsor hereby agree to enter into this Agreement by affixing their respective signatures below.

**ACCEPTED BY:**

**Chinese Chamber of Commerce of San Francisco ("Chamber")**

  
\_\_\_\_\_  
Kenny Tse, Board President  
  
\_\_\_\_\_  
Harlan Wong, CNY Festival & Parade Director

12/10/19  
Date  
12/10/19  
Date

**Mayor London Breed ("Sponsor")**

\_\_\_\_\_  
Mayor London Breed, individually

\_\_\_\_\_  
Date



## **EXHIBIT A**

### **Sponsorship Privileges for Mayor London Breed**

- 1) A custom-built float with signage on both sides to acknowledge that it is the Mayor's float
- 2) Maximum of 10 VIPs riding on the float
- 3) Maximum of 20 of the Mayor's contingent to follow behind the float. For safety reasons, no one is allowed to walk next to the float.
- 4) The Mayor's Float will be acknowledged on-air during the KTVU Fox2 and KTVU Plus Parade broadcast. Please provide a TV script for the TV announcers by December 31, 2019.
- 5) 10 VIP seats in the Parade telecast zone on February 8, 2020.
- 6) A link to feature the Mayor at the Chinese New Year Website: [www.chineseparade.com](http://www.chineseparade.com)



## SPONSORSHIP AGREEMENT

This Sponsorship Agreement ("Agreement") is entered into by and between the Chinese Chamber of Commerce of San Francisco ("Chamber") and the San Francisco - Shanghai Sister City Committee ("Sponsor") with regards to sponsorship opportunities with the 2020 Chinese New Year Festival and Parade ("Parade").

**1. Term.** This Agreement shall commence on the date it is signed and will terminate on the date of the Chinese New Year Parade on February 8, 2020 at 11:59 pm. PST.

**2. Sponsorship Fee.**

- a. The Sponsor agrees to pay to the Chamber the amount of \$20,000.00 as the Sponsorship Fee.
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- d. The Sponsorship Fee shall be made payable to: Chinese Chamber of Commerce of San Francisco, 730 Sacramento Street, San Francisco, CA 94108. The Sponsorship Fee is due no later than December 31, 2019.

**3. Sponsorship Level.** The Sponsor's Sponsorship Level shall be the 2020 Parade Float Sponsor.

**4. Sponsorship Privileges.** The Sponsor shall be entitled to the Sponsorship Privileges as outlined in Exhibit A, which is attached to this Agreement.

**5. Sponsorship Restrictions.** During the Festival and Parade, the Sponsor and its participants shall not: (a) take any action that may negatively impact the credibility, goodwill, or integrity of the Festival or Parade; (b) promote or oppose any political activity, agenda, or official; (c) publish or distribute items along the Parade route; (d) consume any alcoholic beverages; and (e) have any pets in the Parade. The Chamber, in its sole discretion, shall determine the appropriateness of any sponsorship activity related to the Festival and Parade.

**6. Sponsor Trademarks and Materials.** If applicable and subject to the terms and conditions of this Agreement, the Sponsor grants the Chamber the right to use the Sponsor's trade names, logo designs, trademarks, and company descriptions as provided in Sponsor marketing materials. These assets may be used in any medium of advertising, promotional products, or marketing materials distributed solely in connection with the Parade. The Chamber agrees to use these materials according to Sponsor's trademark usage guidelines. The Sponsor logo shall be provided to the Chamber upon execution of this Agreement.



**7. Insurance, Indemnity, Limitation of Liability and Media Broadcast.**

- a. *Insurance.* The **Sponsor** represents and warrants that it has obtained and will maintain adequate insurance coverage as customary for its business operations. The Sponsor shall name the Chinese Chamber of Commerce of San Francisco, the Chinese New Year Festival and Parade, and its directors, officers, employees, agents, and volunteers, as additional insureds to the Sponsor's insurance coverage related to the Parade and shall provide the Chamber with appropriate certificate(s) of insurance as evidence thereof.
- b. *Indemnity.* The Sponsor and its participants shall INDEMNIFY, SAVE AND HOLD HARMLESS the Chinese Chamber of Commerce of San Francisco, the Chinese New Year Festival and Parade, and its directors, officers, employees, agents, and volunteers, from and against all liability, loss, damages, claims, costs and expenses (including attorney fees) arising out of injury to persons or damages to property or any other injury, claim, damage, loss, cost, or expense arising from Sponsor's and its participants' operations.
- c. *Media Broadcast.* The Sponsor understands that the Parade may be broadcast on live television and is subject to factors outside of Chamber's control. The Sponsor agrees to hold the Chamber harmless for omissions or editing mistakes that may be caused by any form of media not under the sole and direct control of the Chamber.

**8. Termination.**

- a. The Chamber may terminate this Agreement at any time for any reason. In the event that the Chamber terminates this Agreement for any reason other than Sponsor's breach of the Agreement, the Chamber shall refund any fees received from the Sponsor and return any materials, equipment, hardware, or software loaned by the Sponsor for the event, at the Sponsor's expense.
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- c. If the Festival or Parade is cancelled due to weather or other factors not under the direct control of the Chamber, the Sponsorship Fee shall not be refundable and shall be treated as a contribution or donation to the Chamber, unless the Chamber, in its sole direction, elects to provide a full or partial credit for any future sponsorships.
- d. If a party is unable to perform any or all of its obligations due to an act of God, inevitable accident, fire, lockout, strike, or other labor dispute, riot or civil commotion, acts of terrorism or war, or act of government instrumentality, then such inability to perform will not be a breach of this Agreement.

**9. Notices.** All notices and other communications related to this Agreement shall be in writing and sent to:

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730 Sacramento Street  
San Francisco, CA 94108  
(415) 982-3000  
[harlan.wong@chineseparade.com](mailto:harlan.wong@chineseparade.com)

Sponsor: San Francisco - Shanghai Sister City Committee  
Attn: \_\_\_\_\_  
809 Sacramento Street  
San Francisco, CA 94108  
(415) 321-5881  
\_\_\_\_\_

**10. Miscellaneous.**

- a. This Agreement supersedes any or all prior oral or written forms of understanding between the Chamber and the Sponsor. This Agreement can only be amended by written instruments signed by both parties.
- b. This Agreement shall be governed and interpreted by the laws of the State of California.
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In witness whereof, the Chamber and the Sponsor hereby agree to enter into this Agreement by affixing their respective signatures below.

**ACCEPTED BY:**

**Chinese Chamber of Commerce of San Francisco ("Chamber")**

\_\_\_\_\_  
Kenny Tse, Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Harlan Wong, CNY Festival & Parade Director

\_\_\_\_\_  
Date

**San Francisco - Shanghai Sister City Committee ("Sponsor")**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Date

Print Title:

---



## **EXHIBIT A**

### **Sponsorship Privileges for San Francisco - Shanghai Sister City Committee**

- 1) A custom-built float with signage on both sides to acknowledge that it is the San Francisco - Shanghai Sister City Committee Float
- 2) Maximum of 10 VIPs riding on the float
- 3) Maximum of 20 people walking behind the float. For safety reasons, no one is allowed to walk next to the float.
- 4) The San Francisco - Shanghai Sister City Committee Float will be acknowledged on-air during the KTVU Fox2 and KTVU Plus Parade broadcast. Please provide a TV script for the TV announcers by December 31, 2019.
- 5) 10 VIP seats in the Parade telecast zone on February 8, 2020.
- 6) A link to feature the San Francisco - Shanghai Sister City Committee at the Chinese New Year Website: [www.chineseparade.com](http://www.chineseparade.com)



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**2. Sponsorship Fee.**

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**5. Sponsorship Restrictions.** During the Festival and Parade, the Sponsor and its participants shall not: (a) take any action that may negatively impact the credibility, goodwill, or integrity of the Festival or Parade; (b) promote or oppose any political activity, agenda, or official; (c) publish or distribute items along the Parade route; (d) consume any alcoholic beverages; and (e) have any pets in the Parade. The Chamber, in its sole discretion, shall determine the appropriateness of any sponsorship activity related to the Festival and Parade.

**6. Sponsor Trademarks and Materials.** If applicable and subject to the terms and conditions of this Agreement, the Sponsor grants the Chamber the right to use the Sponsor's trade names, logo designs, trademarks, and company descriptions as provided in Sponsor marketing materials. These assets may be used in any medium of advertising, promotional products, or marketing materials distributed solely in connection with the Parade. The Chamber agrees to use these materials according to Sponsor's trademark usage guidelines. The Sponsor logo shall be provided to the Chamber upon execution of this Agreement.



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- a. *Insurance.* The **Sponsor** represents and warrants that it has obtained and will maintain adequate insurance coverage as customary for its business operations. The Sponsor shall name the Chinese Chamber of Commerce of San Francisco, the Chinese New Year Festival and Parade, and its directors, officers, employees, agents, and volunteers, as additional insureds to the Sponsor's insurance coverage related to the Parade and shall provide the Chamber with appropriate certificate(s) of insurance as evidence thereof.
- b. *Indemnity.* The Sponsor and its participants shall INDEMNIFY, SAVE AND HOLD HARMLESS the Chinese Chamber of Commerce of San Francisco, the Chinese New Year Festival and Parade, and its directors, officers, employees, agents, and volunteers, from and against all liability, loss, damages, claims, costs and expenses (including attorney fees) arising out of injury to persons or damages to property or any other injury, claim, damage, loss, cost, or expense arising from Sponsor's and its participants' operations.
- c. *Media Broadcast.* The Sponsor understands that the Parade may be broadcast on live television and is subject to factors outside of Chamber's control. The Sponsor agrees to hold the Chamber harmless for omissions or editing mistakes that may be caused by any form of media not under the sole and direct control of the Chamber.

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- d. If a party is unable to perform any or all of its obligations due to an act of God, inevitable accident, fire, lockout, strike, or other labor dispute, riot or civil commotion, acts of terrorism or war, or act of government instrumentality, then such inability to perform will not be a breach of this Agreement.

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730 Sacramento Street  
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[harlan.wong@chineseparade.com](mailto:harlan.wong@chineseparade.com)

Sponsor: San Francisco - Shanghai Sister City Committee  
Attn: \_\_\_\_\_  
809 Sacramento Street  
San Francisco, CA 94108  
(415) 321-5881  
\_\_\_\_\_

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In witness whereof, the Chamber and the Sponsor hereby agree to enter into this Agreement by affixing their respective signatures below.

**ACCEPTED BY:**

**Chinese Chamber of Commerce of San Francisco ("Chamber")**

\_\_\_\_\_  
Kenny Tse, Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Harlan Wong, CNY Festival & Parade Director

\_\_\_\_\_  
Date

**San Francisco - Shanghai Sister City Committee ("Sponsor")**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Date

Print Title: \_\_\_\_\_



## **EXHIBIT A**

### **Sponsorship Privileges for San Francisco - Shanghai Sister City Committee**

- 1) A custom-built float with signage on both sides to acknowledge that it is the San Francisco - Shanghai Sister City Committee Float
- 2) Maximum of 10 VIPs riding on the float
- 3) Maximum of 20 people walking behind the float. For safety reasons, no one is allowed to walk next to the float.
- 4) The San Francisco - Shanghai Sister City Committee Float will be acknowledged on-air during the KTVU Fox2 and KTVU Plus Parade broadcast. Please provide a TV script for the TV announcers by December 31, 2019.
- 5) 10 VIP seats in the Parade telecast zone on February 8, 2020.
- 6) A link to feature the San Francisco - Shanghai Sister City Committee at the Chinese New Year Website: [www.chineseparade.com](http://www.chineseparade.com)





Hank Heckel



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

From: **Jaidin Consulting** <consult@jaidin.net>

Date: Wed, Dec 11, 2019 at 1:19 PM

Subject: Mayor Breed Float 2020

To: [Redacted]

Cc: Mason London [Redacted], Harlen Wong Street Fair <hnwong@sbcglobal.net>, Jaidin Consulting Group <JdnGrp@pacbell.net>

Hi Mason and Marjan,

Attached please find a letter and sponsor agreement to Mayor London Breed from the San Francisco Chinese Chamber of Commerce for your review. If acceptable, please execute and return to us.

Thanks,

Walter



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 **Mayor London Breed, Float Letter & Agreement 2020.pdf**  
3301K

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**Mason Lee** [REDACTED]

Fri, Dec 13, 2019 at 3:21 PM

To: Jaidin Consulting &lt;consult@jaidin.net&gt;

Cc: Marjan Philhour [REDACTED], Harlan Wong Street Fair &lt;hnwong@sbcglobal.net&gt;, Jaidin Consulting Group &lt;JdnGrp@pacbell.net&gt;, Hank Heckel [REDACTED], Jesse Mainardi &lt;jesse@mainardi.law&gt;, Maggie Muir &lt;maggie@maggiemuir.com&gt;

Walter and Harlan,

Can you amend and re-direct the contract to the San Francisco- Shanghai Sister City Committee for signature? I understand Hank and Frank already spoke about this.

Thank you!

Mason

[Quoted text hidden]

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**Jaidin Consulting** <consult@jaidin.net>

Fri, Dec 20, 2019 at 2:17 PM

To: Mason Lee [REDACTED]

Cc: Marjan Philhour [REDACTED], Harlan Wong Street Fair &lt;hnwong@sbcglobal.net&gt;, Jaidin Consulting Group &lt;JdnGrp@pacbell.net&gt;, Hank Heckel [REDACTED], Jesse Mainardi &lt;jesse@mainardi.law&gt;, Maggie Muir &lt;maggie@maggiemuir.com&gt;

Hi Mason,

Please find attached the draft sponsorship agreement with the San Francisco - Shanghai Sister Committee. Please circulate it for review and approval.

Harlan Wong, the CNY Parade Director, will be the main contact. He can be reached at (415) 982-3000 and harlan.wong@chineseparade.com.

Can you provide the main contact information for the Shanghai Sister Committee?

Thank you for your help and Happy Holidays!

Walter

[Quoted text hidden]

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 **San Francisco- Shanghai Sister City Committee Sponsorship Agreement (draft1).docx**  
21K

**From:** Jaidin Consulting <consult@jaidin.net>

**Sent:** Friday, December 20, 2019 2:17:46 PM

**To:** Mason Lee

**Cc:** Marjan Philhour; Harlen Wong Street Fair; Jaidin Consulting Group; Hank Heckel; Jesse Mainardi; Maggie Muir

**Subject:** Re: Mayor Breed Float 2020

[Quoted text hidden]

**Mason Lee** [REDACTED]

Fri, Dec 20, 2019 at 5:05 PM

To: Jaidin Consulting <consult@jaidin.net>

Cc: Marjan Philhour [REDACTED] Harlen Wong Street Fair <hwwong@sbcglobal.net>, Jaidin Consulting Group <JdnGrp@pacbell.net>, Hank Heckel [REDACTED] Jesse Mainardi <jesse@mainardi.law>, Maggie Muir <maggie@maggiemuir.com>

Walter- Can you kindly remove Mayor Breed's name from bottom of the agreement?

Quick question - when is the check due by for our information?

On Dec 20, 2019, at 14:17, Jaidin Consulting <consult@jaidin.net> wrote:

[Quoted text hidden]

<San Francisco- Shanghai Sister City Committee Sponsorship Agreement (draft1).docx>

[Quoted text hidden]



**Jaidin Consulting** <consult@jaidin.net>

Fri, Dec 20, 2019 at 6:00 PM

To: Mason Lee [REDACTED]  
Cc: Marjan Philhour [REDACTED], Harlen Wong Street Fair <hnwong@sbcglobal.net>, Jaidin Consulting Group <JdnGrp@pacbell.net>, Hank Heckel [REDACTED], Jesse Mainardi <jesse@mainardi.law>, Maggie Muir <maggie@maggiemuir.com>

Will do,

Mason Lee [REDACTED] 于 2019年12月21日周六 上午9:05写道:

[Quoted text hidden]

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**Jesse Mainardi** <jesse@mainardi.law>

Sun, Dec 22, 2019 at 1:46 PM

To: Jaidin Consulting <consult@jaidin.net>, Mason Lee [REDACTED]  
Cc: Marjan Philhour [REDACTED], Harlen Wong Street Fair <hnwong@sbcglobal.net>, Jaidin Consulting Group <JdnGrp@pacbell.net>, Hank Heckel [REDACTED], Maggie Muir <maggie@maggiemuir.com>

Please remove the reference to Mayor Breed from Exhibit A as well.

To be clear, I do not represent the Shanghai Sister City Committee, so you will need to clear with that committee.

Jesse Mainardi

MAINARDI LAW

315 Montgomery Street, 9th Floor


San Francisco, CA 94104

[REDACTED]  
jesse@mainardi.law

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**From:** Jaidin Consulting <consult@jaidin.net>

**Date:** Friday, December 20, 2019 at 6:01 PM

**To:** Mason Lee [REDACTED]

**Cc:** Marjan Philhour [REDACTED] Harlen Wong Street Fair  
<hnwong@sbcglobal.net>, Jaidin Consulting Group <JdnGrp@pacbell.net>, Hank Heckel  
[REDACTED] Jesse Mainardi <jesse@mainardi.law>, Maggie Muir  
<maggie@maggiemuir.com>

**Subject:** Re: Mayor Breed Float 2020

Will do,

[Quoted text hidden]