

File No. 260408

Committee Item No. 1

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

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Committee: Budget and Finance Committee Date May 13, 2026

Board of Supervisors Meeting Date _____

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Completed by: Brent Jalipa Date May 7, 2026

Completed by: Brent Jalipa Date _____

1 [Agreement - Hunters Point Shipyard Phase One Parks and Open Spaces - Maintenance and
2 Operations]

3 **Resolution authorizing and approving an agreement with the Successor Agency to the**
4 **Redevelopment Agency of San Francisco, acting in its capacity as the legislative body**
5 **of Community Facilities District No. 8 (Hunters Point Shipyard Maintenance District), for**
6 **the City to receive funding for its operation and maintenance of the Hunters Point**
7 **Shipyard Phase One Parks and Open Spaces and to authorize the Recreation and Park**
8 **Department and the San Francisco Arts Commission to coordinate the operation and**
9 **maintenance.**

10

11 WHEREAS, The City’s Board of Supervisors approved the Redevelopment Plan for the
12 Hunters Point Shipyard Project Area Phase One on July 14, 1997, by Ordinance No. 285-97
13 (“the Redevelopment Plan”); and

14 WHEREAS, The Redevelopment Plan and related plan documents provide for the
15 development and designate the location of parks in areas zoned for open space, among other
16 uses; and

17 WHEREAS, To implement the Redevelopment Plan, the Redevelopment Agency of the
18 City and County of San Francisco (“Former Agency”) and Lennar/BVHP LLC entered into the
19 Disposition and Development Agreement - Hunters Point Shipyard Phase 1 (“DDA”), dated
20 December 2, 2003, and recorded in the Official Records of the City and County of San
21 Francisco (the “Official Records”) on April 5, 2005 and amendments thereto, whereby
22 Lennar/BVHP LLC and its successors (the “Master Developer”) became obligated to develop
23 these public open spaces, parks, plazas and public art on land owned by the Former Agency
24 that was designated as open space parcels in the Hunters Point Shipyard Maintenance
25 District (the “HPSY1 Parks and Open Spaces”); and

1 WHEREAS, On September 2, 2008, by Resolution No. 94-2208 (“Resolution of
2 Formation”), the Former Agency formed the Redevelopment Agency of the City and County of
3 San Francisco Community Facilities District No. 8 (“CFD No. 8”) under the Mello-Roos
4 Community Facilities Act of 1982, CA Gov’t Code §§ 53311 et seq., and the qualified electors
5 in CFD No. 8 approved a special assessment to fund the ongoing operation, maintenance and
6 repair of the HPSY1 Parks and Open Spaces, as defined in the DDA and in Exhibit A
7 (Description of Services to be Financed by the District) of the Resolution of Formation; and

8 WHEREAS, CFD No. 8 funds will remain available to cover park operation,
9 maintenance and repair costs in perpetuity; and

10 WHEREAS, Following a special election of qualified electors in CFD No.8, CFD No. 8
11 levied a special tax to maintain the HPSY1 Parks and Open Spaces as described in the
12 Resolution of Formation; and

13 WHEREAS, Special taxes within CFD No. 8 are levied pursuant to the methodology in
14 the Rate and Method of Apportionment of Special Tax (“RMA”), which was adopted as an
15 exhibit to the Resolution of Formation; and

16 WHEREAS, The RMA, and related documents are referred to as the “CFD
17 Requirements”; and

18 WHEREAS, In 2012, under the Redevelopment Dissolution Law, CA Health & Safety
19 Code Sections 34170 et seq., and Board of Supervisors Ordinance No. 215-12, the Successor
20 Agency to the Redevelopment Agency of the City and County of San Francisco (commonly
21 known as the Office of Community Investment and Infrastructure or “OCII”) succeeded to the
22 role of the Former Agency and assumed certain rights and obligations under the
23 Redevelopment Plan Documents (as defined in the Redevelopment Plan), the Trust
24 Agreement and SB 792 (including without limitation the trusteeship of the Public Trust), subject
25 to certain State requirements to complete and dispose of redevelopment assets; and

1 WHEREAS, Under Ordinance No. 215-12, the City’s Board of Supervisors established
2 the Successor Agency Commission and delegated to it the State authority to implement and
3 complete surviving redevelopment projects; and

4 WHEREAS, A subset of the HPSY1 Parks and Open Space are subject to the common
5 law public trust for commerce, navigation and fisheries (the “Public Trust”) imposed through
6 transactions pursuant to the Hunters Point Shipyard/Candlestick Point Title Settlement, Public
7 Trust and Boundary Line Agreement (the “Trust Agreement”), authorized by Chapter 203 of
8 the California Statutes of 2009, as amended by Chapter 429 of the Statutes of 2011 (“SB
9 792”), by and between the Former Agency, the City, the Port Commission, the California State
10 Lands Commission, and the California Department of Parks and Recreation; and

11 WHEREAS, Pursuant to the Trust Agreement and SB 792, the Former Agency was
12 designated the trustee for the Public Trust; and

13 WHEREAS, The Redevelopment Dissolution Law requires OCII to dispose of the
14 Former Agency’s real property interests, and the Oversight Board of the City and County of
15 San Francisco approved, by Resolution No. 14-2015 (Nov. 23, 2015), a long range property
16 management plan for OCII that requires OCII to terminate its real property interests in the
17 HPSY1 Parks and Open Spaces and public art, but that acknowledges OCII’s continuing
18 administration of CFD No. 8 maintenance funds that are authorized under State authority
19 separate from the Redevelopment Dissolution Law (the “2015 Oversight Board Resolution”);
20 and

21 WHEREAS, A copy of the 2015 Oversight Board Resolution is on file with the Clerk of
22 the Board of Supervisors in File No. 260408 and incorporated by reference; and

23 WHEREAS, On December 7, 2025, the California Department of Finance approved the
24 Oversight Board’s action; and

1 WHEREAS, The San Francisco Recreation and Park Department (“RPD”) manages
2 over 4,000 acres of recreational land, which includes 181 playgrounds and play areas, 82
3 recreation centers and club houses, 230 neighborhood parks, and serves over 80,000 San
4 Francisco residents; and

5 WHEREAS, RPD’s long-term commitment, values, mission, ties with community
6 partners and broad reach make it the ideal party to operate the HPSY1 Parks and Open
7 Spaces; and

8 WHEREAS, The San Francisco Arts Commission (“SFAC”), established by City Charter
9 in 1932, is responsible for San Francisco’s Civic Art Collection, which includes over 4,000
10 artworks; and, as the agency with jurisdiction over all art belonging to the City and charged
11 with the preservation and care of artwork in the Civic Art Collection (the “Collection”), SFAC is
12 the appropriate party to assume responsibility for the eight public artworks in the HPSY1 Parks
13 and Open Spaces that are to be accessioned into the Collection (the “SFAC Public Artworks”);
14 and

15 WHEREAS, OCII, RPD, and SFAC wish to enter into a Joint Community Facilities
16 Agreement for the funding of the Maintenance and Operations of Hunters Point Shipyard
17 Phase One Parks and Open Spaces (“JCFA”); and

18 WHEREAS, The JCFA describes how funds will be distributed from CFD No. 8 to: 1)
19 fulfill the requirements under the Resolution of Formation for operation, maintenance and
20 repair of HPSY1 Parks and Open Spaces in a coordinated and integrated manner as
21 described in the JCFA, 2) RPD to operate and maintain the HPSY1 Parks and Open Spaces
22 and 3) SFAC to maintain and conserve the SFAC Public Artworks therein; and

23 WHEREAS, A copy of the JCFA is on file with the Clerk of the Board of Supervisors in
24 File No. 260408 and incorporated by reference; and

25

1 WHEREAS, The future transfer of HPSY1 Parks and Open Spaces at no cost to the
2 City fulfills the requirements of the Redevelopment Dissolution Law; and

3 WHEREAS, Companion legislation will be introduced in the near future to specifically
4 address transfer of a portion of the HPSY1 Parks and Open Spaces to RPD, complete the
5 accession of the SFAC Public Artworks to the Collection; and accept identified HPSY1 Parks
6 and Open Spaces for City maintenance and liability; and

7 WHEREAS, The Successor Agency Commission, in its capacity as legislative body for
8 the CFD No. 8, approved the JCFA by Resolution No. 06-2026 (March 17, 2026); and

9 WHEREAS, The Recreation and Park Department Commission recommended, by
10 Resolution No. 2504-008, that the Board of Supervisors approve the JCFA; and

11 WHEREAS, The San Francisco Arts Commission recommended, by Resolution
12 No. 0303-25-042, that the Board of Supervisors approve the JCFA; and

13 WHEREAS, The JCFA constitutes a joint community facilities agreement under the
14 Mello-Roos Community Facilities Act of 1982, California Government Code, Section 53316.2,
15 which authorizes services to be provided by a public agency other than the agency that
16 created the community facilities district and further provides that such an agreement may be
17 entered into at any time to allow for an orderly transition of governmental facilities and finances
18 resulting from the Redevelopment Dissolution Law's reorganization and limitation of
19 redevelopment authority exercised by OCII; and

20 WHEREAS, San Francisco Charter, Section 9.118 requires Board of Supervisors'
21 approval of a contract having anticipated revenue of \$1,000,000 or more; and

22 WHEREAS, Pursuant to the California Environmental Quality Act ("CEQA") (CA Public
23 Resources Code Sections 21000 et seq.), OCII, as lead agency under Public Resources Code
24 Section 21067, determined that the actions contemplated in this Resolution are not a project
25 under Section 15378(b)(5) of the CEQA Guidelines (CA Code of Regulations Title 14); and

1 WHEREAS, Such determination is found in the 2015 Oversight Board Resolution; now,
2 therefore, be it

3 RESOLVED, That the Board of Supervisors approves the JCFA and authorizes the
4 RPD General Manager or his or her designee (“RPD GM”) and the SFAC Director of Cultural
5 Affairs or his or her designee (“SFAC Director”) to execute the JCFA in substantially the form
6 on file with the Clerk of the Board of Supervisors; and be it

7 FURTHER RESOLVED, That the Board of Supervisors authorizes the RPD GM and
8 SFAC Director to enter into any additions, amendments or other modifications to the JCFA,
9 that the RPD GM and the SFAC Director in consultation with the City Attorney, determine,
10 when taken as a whole, to be in the best interest of the City, do not materially increase the
11 obligations or liabilities of the City, and are necessary or advisable to complete the
12 transactions which this Resolution contemplates and effectuate the purpose and intent of this
13 Resolution, and such determination shall be conclusively evidenced by the execution and
14 delivery by, the RPD GM and the SFAC Director of such documents; and, be it

15 FURTHER RESOLVED, That the Board, acting as a responsible CEQA agency under
16 Public Resources Code, Section 21069, hereby finds that the actions contemplated in this
17 Resolution are not a project under CEQA for the same reasons set forth in the 2015 Oversight
18 Board Resolution and hereby incorporates such finding by reference as though fully set forth
19 in this Resolution; and, be it

20 FURTHER RESOLVED; That within thirty (30) days of the JCFA being fully executed by
21 all parties, SFAC and/or RPD shall provide copies of the JCFA to the Clerk of the Board for
22 inclusion into the official file.

JOINT COMMUNITY FACILITIES AGREEMENT FOR MAINTENANCE AND OPERATIONS OF HUNTERS POINT SHIPYARD PHASE ONE PARKS AND OPEN SPACES BY AND BETWEEN SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO AND THE CITY AND COUNTY OF SAN FRANCISCO

THIS JOINT COMMUNITY FACILITIES AGREEMENT FOR MAINTENANCE AND OPERATIONS OF HUNTERS POINT SHIPYARD PHASE ONE PARKS AND OPEN SPACES (“**Agreement**”) dated for reference purposes only as of [DATE], is entered into by the City and County of San Francisco (“the **City**”), acting by and through its San Francisco Arts Commission (“**SFAC**”) and its Recreation and Park Department (“**RPD**”); the Successor Agency to the Redevelopment Agency of the City and County of San Francisco, a public body organized and existing under the laws of the State of California (commonly known as the Office of Community Investment and Infrastructure or “**OCII**”) in its ordinary capacity and its capacity as Community Facilities District No. 8 (“**CFD No. 8**”) (each a “**Party**” and collectively the “**Parties**”).

RECITALS

- A. The City’s Board of Supervisors approved, by Ordinance No. 285-97 (July 14, 1997), the Redevelopment Plan for the Hunters Point Shipyard Phase One (“the **Redevelopment Plan**”).
- B. The Redevelopment Plan and Plan Documents (as defined in the Redevelopment Plan) provide for the development of parks and designate the location of parks in areas zoned for open space, among other things.
- C. To implement the Redevelopment Plan, the Redevelopment Agency of the City and County of San Francisco (“the **Former Agency**”), OCII’s predecessor in interest, and Lennar/BVHP LLC entered the Disposition and Development Agreement Hunters Point Shipyard Phase 1, dated as of December 2, 2003 and recorded in the Official Records of the City and County of San Francisco (“the **Official Records**”) on April 5, 2005 as Document No. 2005-H932190, as amended by that certain First Amendment to Disposition and Development Agreement Hunters Point Shipyard Phase 1, dated as of April 4, 2005 and recorded in the Official Records on April 5, 2005 as Document No. 2005-H932191 (the “**First Amendment**”), and as further amended by that certain Second Amendment to Disposition and Development Agreement Hunters Point Shipyard Phase 1, dated as of October 17, 2006 and recorded in the Official Records on October 26, 2006 as Document No. 2006-I275571 (the “**Second Amendment**”), and as further amended by that certain Amendment to Attachment 10 (Schedule Of Performance For Infrastructure Development And Open Space “Build Out” Schedule Of Performance) to the Disposition And Development Agreement Hunters Point Shipyard Phase 1, dated as of August 5, 2008 and recorded in the Official Records on March 24, 2009 as Document No. 2009-I738449 (the “**Third Amendment**”), and as further amended by that certain Fourth Amendment to Disposition and Development Agreement (Hunters Point Shipyard Phase 1), dated as of August 29, 2008 and recorded in the Official Records on March 24, 2009 as Document No. 2009-I738450 (the “**Fourth Amendment**”), and as further amended by that certain Fifth Amendment to Disposition and Development Agreement (Hunters Point Shipyard Phase 1), dated as of November 3, 2009 and recorded in the Official Records on November 30, 2009 as Document No. 2009-I879123 (the “**Fifth Amendment**”), and as further amended by that certain Sixth Amendment to Disposition and Development

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Agreement (Hunters Point Shipyard Phase 1), dated as of December 19, 2012 and recorded in the Official Records on February 11, 2013 as Document No. 2013-J601488 (the “**Sixth Amendment**”), and as further amended by that certain Seventh Amendment to Disposition and Development Agreement (Hunters Point Shipyard Phase 1), dated as of August 10, 2018 and recorded in the Official Records on August 13, 2018 as Document No. 2018-K654874 (together with the Original DDA, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment and the Sixth Amendment, the “**DDA**”).

D. Under the DDA, Lennar/BVHP LLC and its successors (the “**Master Developer**”) became obligated to develop public open spaces, parks, plazas and public art on land owned by the Former Agency (and now OCII) that was designated as Open Space Parcels in the HPSY1 Maintenance District, as shown in Exhibit A (the “**HPSY1 Parks**”). Under the DDA, the Master Developer is obligated to construct the HPSY1 Parks and other infrastructure and OCII is obligated to reimburse the Master Developer for its costs with bond proceeds and special assessments authorized under the Mello-Roos Community Facilities Act of 1982, Gov’t Code § 53311 *et seq.* (“**the Mellow Roos Act**”).

E. Pursuant to the Plan Documents and the DDA, the design and development of HPSY1 Parks are obligations of the Master Developer, and the design review and approval thereof are responsibilities of OCII. The Plan Documents specify that OCII has primary design review authority, and the Master Developer is responsible for the construction of the HPSY1 Parks.

F. OCII owns the fee interest in the real property for all the HPSY1 Parks and leases the land to the Master Developer pursuant to the “**Interim Lease.**” Under the Interim Lease, the Master Developer is responsible for maintaining and managing all improvements until it completes the improvement process for a given park area. Once OCII determines, with input from the City’s Public Works Department, that the Master Developer has completed any subset of HPSY1 Parks improvements, OCII issues a Certificate of Completion pursuant to the DDA, then accepts, manages, and maintains the subject improvements.

G. On June 17, 2025, OCII and RPD entered a Memorandum of Agreement (the “**MOA**”) providing, among other things, that RPD will operate and maintain HPSY1 Parks that have received Certificate of Completion, but have not yet been conveyed to and accepted by the City. Upon final approval of this Agreement, the MOA will terminate and this Agreement will provide the City with funding for maintenance of the HPSY1 Parks.

H. The City and OCII will execute a Conveyance and Trusteeship Agreement for Maintenance and Operations of Hunters Point Shipyard Phase 1 Parks and Open Spaces (the “**Conveyance Agreement**”). Pursuant to the Conveyance Agreement, OCII will immediately convey to the City, and the City will accept, all HPSY1 Parks that have already received Certificates of Completion. Also pursuant to the Conveyance Agreement, OCII will subsequently convey to the City each additional HPSY1 Park as it receives a Certificate of Completion.

I. This Agreement will govern the management, operations, maintenance, repair and funding for the HPSY1 Parks, including those HPSY1 Parks for which OCII has issued a Certificate of Completion but remain in OCII ownership (the “**OCII HPSY1 Parks**”), which will be operated and maintained by RPD, and those that OCII has conveyed to the City pursuant to the Conveyance Agreement (the “**City HPSY1 Parks**”). The term “**Completed HPSY1 Parks**”

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includes all HPSY1 Parks that have received a Certificate of Completion, encompassing both the OCII HPSY1 Parks and the City HPSY1 Parks.

J. A subset of the HPSY1 Parks identified on Exhibit A as **the HPSY1 Trust Parks**, are subject to the common law public trust for commerce, navigation and fisheries (“**the Public Trust**”) imposed through transactions pursuant to the Hunters Point Shipyard/Candlestick Point Title Settlement, Public Trust and Boundary Line Agreement (“**the Trust Agreement**”), authorized by Chapter 203 of the Statutes of 2009, as amended by Chapter 429 of the Statutes of 2011 (“**SB 792**”), by and between the Former Agency, the City, the Port Commission, the California State Lands Commission, and the California Department of Parks and Recreation. Pursuant to the Trust Agreement and SB 792, the Former Agency was designated the trustee for the Public Trust. An HPSY1 Trust Park that has received a Certificate of Completion is a “**Completed HPSY1 Trust Park.**”

K. The DDA obligated the Former Agency to form a community facilities district to fund the long-term maintenance costs of the HPSY1 Parks. On September 2, 2008, by Resolution No. 94-2008 (“**Resolution of Formation**”), the Former Agency formed the Redevelopment Agency of the City and County of San Francisco Community Facilities District No. 8 (“**CFD No. 8**”) under the Mello-Roos Community Facilities Act of 1982, Gov’t Code § 53311 *et seq.* The purpose of CFD No. 8 is to provide funding for the ongoing operation, maintenance and repair of HPSY1 Parks, as defined in the DDA and in Exhibit A (Description of Services to be Financed by the District) of the Resolution of Formation. Following a special election of qualified electors in CFD No. 8, CFD No. 8 levied a special tax to maintain the HPSY1 Parks as described in the Resolution of Formation. Special taxes within CFD No. 8 are levied pursuant to the methodology in the Rate and Method of Apportionment of Special Tax (the “**RMA**”), which was adopted as an exhibit to the Resolution of Formation of CFD No. 8. The Mello-Roos Community Facilities Act, the Resolution of Formation, RMA, and related documents are referred to as the “**CFD Requirements.**”

L. CFD No. 8 funds will remain available to cover park operation, maintenance and repair costs, as well as public artwork maintenance, conservation and reports costs, in perpetuity; provided, however, such funds are available only to the extent consistent with the CFD Requirements; and provided further that the CFD No.8 funding is not expected to be sufficient in the future to cover all such operation, maintenance and repair costs.

M. OCII, as the CFD No. 8 administrator, has the obligation to cause the HPSY1 Parks, including the public artworks therein, to be operated, maintained and repaired in good order, condition and repair. OCII may receive additional funding directly from developers and other parties (“**Other OCII Funds**”) to supplement the CFD No. 8 funding.

N. On February 1, 2012, the State of California dissolved the Former Agency. Under Redevelopment Dissolution Law, Cal. Health & Safety Code §§ 34170 *et seq.*, OCII, as successor to the Former Agency, has assumed the Former Agency’s rights and obligations under the Redevelopment Plans, Plan Documents, the Trust Agreement and SB 792, subject to certain state requirements to complete enforceable obligations and dispose of redevelopment assets. Cal. Health & Safety Code § 34191.5. Under Ordinance No. 215-12, the City’s Board of Supervisors established the **Successor Agency Commission** and delegated to it the state authority to implement and complete surviving redevelopment projects. The California Department of Finance (“**DOF**”) finally and conclusively determined that the DDA was an

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enforceable obligation of OCII. In general, OCII's implementation of CFD Requirements is not subject to DOF review so long as OCII is acting under the CFD Requirements and is only using CFD funds.

O. RPD manages over 4,000 acres of recreational land, which includes 181 playgrounds and play areas, 82 recreation centers and club houses, 230 neighborhood parks, and serves over 840,000 San Francisco residents. RPD's long-term commitment, values, mission, ties with community partners, and broad reach make it the ideal party to operate the HPSY1 Parks.

P. SFAC, established by City Charter in 1932, is responsible for San Francisco's Civic Art Collection, which includes over 4,000 artworks. As the agency with jurisdiction over all art belonging to the City and charged with the preservation and care of artwork in the Civic Art Collection, SFAC is the appropriate party to assume responsibility for the eight public artworks in the HPSY 1 Parks that are identified on Exhibit B and are to be accessioned into the Civic Art Collection (the "**SFAC Public Artworks**"). For purposes of this Agreement, references to the HPSY1 Parks or an individual HPSY1 Park, or any variant thereof, includes any SFAC Public Artworks therein, unless the context requires otherwise.

Q. The parties now wish to enter into this Agreement to describe how funds will be distributed from CFD No. 8 to fulfill the requirements under the CFD Requirements for operation, maintenance, and repair of Open Space Parcels, as defined therein, and to allow RPD to operate and maintain the HPSY1 Parks and SFAC to maintain and conserve SFAC Public Artworks therein in a coordinated and integrated manner as described in this Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

AGREEMENT

1. RECITALS

The foregoing recitals are true and correct and are incorporated herein by this reference.

2. HPSY1 PARKS COVERED BY THIS AGREEMENT

2.1 Scope of Management Responsibility.

- a. Pursuant to the Conveyance Agreement, OCII will immediately upon that Agreement's Effective Date convey to the City all OCII HPSY1 Parks that have already received a Certificate of Completion.
- b. Each HPSY1 Park that has received or in the future receives a Certificate of Completion and becomes, prior to acceptance by the City, an OCII HPSY1 Park as defined above, will be subject to this Agreement without further action by the Parties.
- c. As each OCII HPSY1 Parks is conveyed into City ownership pursuant to the Conveyance Agreement, it will become a City HPSY1 Park and will remain subject to the provisions of this Agreement with no break or alteration in RPD or SFAC's obligations hereunder.

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3. EFFECTIVE DATE; TERM

3.1 Effective Date. The “**Effective Date**” of this Agreement is the date when it is fully executed and approved by the Successor Agency Commission, San Francisco Arts Commission, the RPD Commission, and City’s Board of Supervisors.

3.2 Term. The term of this Agreement begins on the Effective Date and continues until the date sixty-six (66) years from the Effective Date, unless earlier terminated under this Agreement.

3.3 Early Termination. SFAC, RPD, or, prior to conveyance of the final Completed HPSY1 Park, OCII may initiate a proposed termination of this Agreement by providing notice to the other parties by December 31 of any given year, which termination will be effective on the June 30th that is no earlier than 18 months after such notice. Upon receipt of such notice, the parties agree to meet and confer for not less than 120 days to see if they can agree upon any amendments to this Agreement or if they agree upon the terms and conditions of any termination of this Agreement. Any termination must be in writing, and will be subject to the prior approval of the Arts Commission, the RPD Commission, and the Successor Agency Commission, each in their sole discretion; provided, if at least one Commission approves a termination and at least one of the other Commissions does not, the party seeking termination may effectuate a termination upon the prior approval of the Board of Supervisors by resolution, and subject to such terms and conditions as may be determined by the Board as a policy matter. Termination of this Agreement shall not imply or effect the termination of the Conveyance Agreement. Upon any termination of this Agreement, RPD will be responsible for funding and performing all maintenance and operations relating to the City HPSY1 Parks.

4. CITY RESPONSIBILITIES; CFD FUNDING

4.1 Management Responsibility of RPD and SFAC. RPD will maintain and operate the Completed HPSY1 Parks and, within the Completed HPSY1 Parks, the Nautical Swing and Gigantry public art pieces. SFAC will conserve and maintain the SFAC Public Artworks as identified in Exhibit B within the Completed HPSY1 Parks. RPD and SFAC’s maintenance, management, conservation, and operation of the parks and artworks shall be consistent with the standards of operations and maintenance for other parks and artworks throughout the City, this Agreement, the Redevelopment Plan and Plan Documents until they expire, the CFD Requirements, and the Operations Plan, subject to available funding from CFD No. 8, the Other OCII Funds, and City sources.

4.2 Management Services; Operations Plan. RPD shall provide comprehensive park and facility management services, including landscape, janitorial, general maintenance, and City park code enforcement, to manage the Completed HPSY1 Parks for public use and enjoyment, as generally described herein and, consistent with the CFD Requirements, including its Description of Services to be Financed by the CFD in Exhibit A. To the extent allowed under the Park Codes, the Operations Plan may include rules and regulations governing the public’s use of the HPSY1 Parks, or RPD may instead rely on the rules and regulations in the City’s Park Codes, subject to consistency

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with the CFD Requirements, Redevelopment Plan and Plan Documents until their expiration.

- a. RPD staff shall create an operations and program plan for all of the HPSY1 Parks (the “**Operations Plan**”), subject to review and approval by OCII acting as CFD No. 8.
- b. RPD and OCII staff will meet annually (in January), or such other period as requested by either RPD or OCII, to review and update the Operations Plan as needed.
- c. For so long as CFD No. 8 exists, OCII, as the CFD No. 8, will review and approve the Operations Plan for the HPSY1 Parks, subject to the availability of CFD No. 8 funds to implement the Operations Plan, after deducting its administrative costs.
- d. RPD will be responsible for appropriate Park Code enforcement through its Park Ranger division, and the procurement of and payment for any required utilities, for the HPSY1 Parks

4.3 Public Trust Requirements. Those Completed HPSY1 Trust Parks are subject to (1) the Public Trust; (2) Sections 13 and 15 of SB 792, (3) the statutory trust imposed by the Burton Act (Chapter 133, Statutes of 1968, as amended), and any additional restrictions on use and alienability created by the Agreement Relating to Transfer of the State of California to the City and County of San Francisco dated January 24th 1969 and recorded at Book B308, Page 686 of the Official Records; and (4) statutes applying generally to all political subdivisions of the state that have been granted Public Trust lands by the State including without limitation Public Resources Code section 6306 (together, the “**Public Trust Requirements**”). RPD agrees to operate the Completed HPSY1 Trust Parks in compliance with the Public Trust Requirements.

4.4 Trust Revenues. RPD hereby acknowledges and agrees that the Public Trust Requirements include restrictions and requirements relating to revenues arising from the Completed HPSY1 Trust Parks. While RPD anticipates that the cost of operating and maintaining the Completed HPSY1 Trust Parks will significantly exceed any revenues received from the Completed HPSY1 Trust Parks, RPD shall comply with such restrictions and requirements, including without limitation:

- a. All revenues received from the Completed HPSY1 Trust Parks administered or collected by RPD will be expended only for those uses and purposes consistent with the Public Trust Requirements.
- b. All funds received or generated from the Completed HPSY1 Trust Parks will be segregated in separate accounts from non-trust received or generated funds.
- c. As required by the State Lands Commission, RPD will file with the State Lands Commission a detailed statement of all revenues and expenditures relating to

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its management of the Completed HPSY1 Trust Parks, including obligations incurred but not yet paid, covering the fiscal year preceding submission of the statement.

4.5 RPD hereby acknowledges and agrees that the Public Trust Requirements apply to the Completed HPSY1 Trust Parks independently of this Agreement and will continue to apply to City HPSY1 Trust Parks following any termination of this Agreement.

4.6 No Limitation of Charter, Departmental, or OCII Authority. Nothing in this Agreement is intended to limit the authority of OCII under the Plan Documents or CFD No. 8 or limit the Charter authority or regulatory authority of any City department as it relates to the HPSY1 Parks, including the authority of the City's Police, Fire, San Francisco Municipal Transportation Authority, SFPUC, Arts, Planning, Department of Building Inspection, and PW departments.

4.7 Annual Budgets. RPD and SFAC shall each on February 1 of each year submit to OCII budgets for their respective maintenance and operations duties under this Agreement (each an "O&M Budget") and shall seek annual budget authorizations and, on a reimbursement basis, seek funding from CFD No. 8. O&M Budgets must have sufficient detail including staffing, contracts, utilities, material, supplies and equipment. Hourly rates to be included in O&M Budgets will be based on salary and mandatory fringe benefits. Actual labor charges submitted as part of RPD billing must be supported by a City Labor Distribution Report or similar payroll report to verify the actual cost of employee salary and fringe benefits. Labor charges submitted must not be based on estimated full time employee(s), a budgeted amount, or any percentage allocation that is not reviewed and approved in advance by OCII.

4.8 CFD Approval of Budgets.

- a. For so long as CFD No. 8 exists, the Successor Agency Commission, acting as the legislative body of CFD No. 8, will approve, in its sole discretion, the O&M Budgets, subject to appropriation in the CFD annual budget and the CFD No. 8 funds available to implement the O&M Budgets.
- b. The parties agree to work together in good faith to maximize available funding from CFD No. 8. OCII may provide Other OCII Funds to meet the O&M Budgets, subject to OCII's discretion and/or any legal or contractual constraints applicable to those funding sources. If CFD No. 8 annual revenue, reserves, and those Other OCII Funds that OCII makes available are together not sufficient to meet the O&M Budgets and OCII's reasonable administrative costs, OCII shall first use its reasonable discretion to allocate the available CFD No. 8 funds
- c. The parties may additionally seek supplemental funds from the City. RPD and SFAC may, jointly or separately, submit their respective O&M Budgets to the Mayor's Office and request sufficient funds to cover the shortfall, consistent with the CFD Requirements. Nothing in this Agreement may be construed as requiring or authorizing OCII to use property tax revenues (formerly tax increment) or other funds to fund the maintenance of the HPSY1 Parks. Nothing in this Agreement requires OCII or the City departments to spend funds that have not been appropriated for the HPSY1 Parks in their annual budgets.

EXHIBIT A

4.9 Coordination of Operation and Management. RPD and SFAC, in consultation with OCII acting as CFD No. 8, will meet and confer from time to time at the request of any of the parties, to coordinate efforts, and address any operational, maintenance or repair issues. Each department will designate a contact person for such matters. The initial contact persons are: for RPD, Director of Operations; for SFAC, the Civic Art Collection and Public Art Program Director; and for OCII, Deputy Executive Director of Projects and Programs.

4.10 Billing Procedures. RPD and SFAC will submit invoices to OCII on a quarterly basis within thirty days after the end of each quarter, not to exceed the amount in the annual CFD budget. The invoices will include an actual budget accounting of expenses, describe the services provided, and include sufficient information to determine the methodology used to determine the costs. OCII staff will review and approve these invoices for payment. Reimbursement will occur no later than thirty days after a completed reimbursement request is submitted by RPD or SFAC.

4.7 4.11 Maintenance Responsibility Transfer. RPD may transfer to another entity any and all maintenance responsibilities from time to time, with the consent of the Successor Agency Commission as the CFD No. 8 and RPD Commission, and any such transfer shall result in a corresponding change to the Operations Plan and RPD's O&M Budget. Any such transfer shall be in writing, and RPD, in consultation with the Controller and the Mayor's Budget Director, will work with CFD No. 8 to ensure that the CFD No. 8 Funds are allocated in accordance with the Operations Plan and O&M Budget.

5. CONTROLLER CERTIFICATION OF FUNDS

Nothing in this Agreement requires a City department or OCII to incur costs or expend funds that are not included in its annual budget, as approved by the City's Board of Supervisors and Mayor or, in the case of OCII, the annual CFD No. 8 budget approved by the Successor Agency Commission. This Agreement is subject to the budgetary and fiscal provisions of City's Charter consistent with the CFD Requirements. Notwithstanding anything to the contrary contained in this Agreement, there will be no obligation for the payment or expenditure of money by City unless the Controller first certifies, under Section 3.105 of City's Charter, that there is a valid appropriation from which the expenditure may be made and that unencumbered funds are available from the appropriation to pay the expenditure.

6. SIGNAGE

RPD will install park signage according to standard RPD specifications and designs, that is consistent with the Redevelopment Plan, so long as it is in effect.

7. PERMITTED USES; CONTRACTING

7.1 Permitted Uses. The Completed HPSY1 Parks will be used for parks and open spaces, consistent with the Redevelopment Plan and Plan Documents until their expiration, the CFD Requirements and, within the Completed HPSY1 Public Trust Parks, with the Public Trust Requirements, as further described in the Operations Plan (the "Permitted Uses"). RPD will use best efforts to ensure that all of the Completed HPSY1

EXHIBIT A

Parks are used for the Permitted Uses at all times. Any change to the Permitted Uses must be approved by both RPD and OCII.

7.2 Entry. RPD and SFAC may enter the OCII HPSY1 Parks at any reasonable time and, except in the event of an emergency, with reasonable advance notice to the managing department, for inspection, inventory or maintenance and repairs, and when otherwise reasonably necessary for the protection of its interests. Such entry will be conducted in a manner that reasonably limits any impact on the Permitted Uses.

7.3 Merchandise, Sales and Concessions. Subject to the Public Trust Requirements (for the Completed HPSY1 Public Trust Parks) and any limitations or requirements set forth in the Operations Plan, the Parks Code and any regulation specific to the Completed HPSY1 Parks, RPD and SFAC may (1) sell branded and other program-related merchandise at the Completed HPSY1 Parks to promote its own organization and fundraising for the Completed HPSY1 Parks, (2) allow sales and concessions, and (3) host special events.

7.4 Contracts. RPD and SFAC will each be responsible for entering into contracts, leases and permits on the portion of the Completed HPSY1 Parks that it maintains under this Agreement, in accordance with its standard contracting processes, the Public Trust Requirements for the Completed HPSY1 Public Trust Parks, and other applicable law.

8. RESTRICTIONS ON USE; COMPLIANCE WITH LAW

8.1 Compliance with Agreements and Law. RPD and SFAC shall not use or permit the Completed HPSY1 Parks to be used in a manner that violates this Agreement, the Redevelopment Plan and Plan Documents so long as they are in effect, the Public Trust Requirements within the Completed HPSY1 Trust Parks, applicable Municipal Codes including the City's Park Code (collectively, the "**Park Codes**") or other applicable laws, or that would materially interfere with the primary purposes of public access to the HPSY1 Parks.

Prohibited Activities. **Except as otherwise required for park maintenance or as described in the Operations Plan, SFAC and RPD will not: (i) allow overnight camping at the Completed HPSY1 Parks; (ii) conduct or allow activities that would unreasonably prevent or materially impede public access to Completed HPSY1 Parks; or (iii) allow any After Hours Permit without ensuring that appropriate community outreach has been conducted.**

8.2 Hazardous Materials; Indemnity. Each party will comply with, and will ensure that its contractors comply with, the requirements of that certain Article 31 Ordinance #303-04 adopted by the Board of Supervisors in 2004 and amended in 2010 (Ordinance #204-10), covering among other properties, the HPSY1 Parks as it relates to any of their activities which may disturb 50 cubic yards of soil or greater. SFAC and RPD will promptly notify the other and OCII if there is a disturbance of 50 cubic yards of soil or greater, in or around the HPSY1 Parks. SFAC and RPD will promptly notify the other and OCII if there is a release of any Hazardous Substance, as defined below, in or around the HPSY1 Parks. SFAC and RPD will cooperate in any action against the party responsible for the release. The City shall Indemnify (as defined in Section 9) OCII and its Agents from any Claims (as defined in Section 9) resulting from any spilling, leaking,

EXHIBIT A

pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing of Hazardous Substance, into the environment (“**Release**”) or threatened Release of a Hazardous Substance provided, however, that the City shall have no liability, nor any obligation to Indemnify any person for any such Claim resulting from the negligence or willful or other actionable misconduct of OCII or its agents, employees, officers, contractors, or invitees. “**Hazardous Substance**” shall have the meaning defined in the DDA.

INDEMNITY AND INSURANCE

8.3 City Indemnity. City will indemnify, defend, and hold harmless from (“Indemnify”), and, if requested, shall defend OCII and its Agents from and against any and all claims, losses, damages, costs, and expenses, including reasonable attorneys’ fees (collectively, “Claims”), incurred as a result of any of the following occurring from and after the Effective Date: (a) any injury to or death of any person including City employees, or damage to or destruction of any property occurring in, on or about HPSY1 Parks, or any part thereof, from any cause whatsoever, (b) City’s use of the HPSY1 Parks that City manages pursuant to this Agreement, or (c) any acts or omissions of City or its Agents in, on, or about the HPSY1 Parks that City manages pursuant to this Agreement; provided, however, that this indemnity shall exclude claims, liability, damage or loss resulting from the sole negligence or willful misconduct of OCII or its Agents, but only to the extent contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on, City, its Agents or invitees.

In addition to City’s obligation to indemnify OCII, City specifically acknowledges and agrees that it has an immediate and independent obligation to defend OCII from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent. The City’s obligation to defend shall arise at the time such claim is tendered to City by OCII and shall continue at all times thereafter. The foregoing indemnity obligation of the City shall include without limitation, indemnification from all loss and liability, including attorney’s fees, court costs and all other litigation expenses. This indemnification by City shall begin from the first notice that any claim or demand is or may be made.

The term “**Agents**” when used with respect to either party includes the agents, employees, officers, and contractors of the party. In any action or proceeding brought against OCII or its Agents because of a Claim Indemnified by City under this Section, at its sole option, City may elect to defend the Claim by attorneys in City’s Office of the City Attorney, by other attorneys selected by City, or both. City will have the right to control the defense and to determine the settlement or compromise of any action or proceeding, provided that OCII will have the right, but not the obligation, to participate in the defense of the Claim at its sole cost. City’s obligations under this Section will survive the termination of this Agreement.

8.4 City Department Responsibility. In the event of a Claim for which the City Indemnifies OCII pursuant to Section 9.1, SFAC and RPD will cooperate in defending such action. If the Claim is caused by the negligence of a particular City department, then that City department will be responsible for any City liability. If the injury is not caused by the negligence of a City department, then the City department with

EXHIBIT A

management responsibilities for the HPSY1 Park or SFAC Public Artwork where the Claim arose will have responsibility for any resulting City liability.

RPD and SFAC Self-Insurance. The parties acknowledge and agree that RPD and SFAC self-insures for general liability, automobile liability and workers' compensation and that such self-insurance shall cover any losses, claims or damages incurred by RPD and/or SFAC directly or indirectly arising out of or connected with this Agreement, and any RPD and/or SFAC's activities under this Agreement, excluding the willful misconduct or gross negligence of the person or entity seeking to be defended, indemnified or held harmless. However, at its sole discretion, RPD and/or SFAC may purchase a policy of insurance to cover against any potential exposure to loss under this Agreement.

9. DESIGN AND DEVELOPMENT OF FUTURE HPSY1 PARKS.

The term “**Future HPSY1 Parks**” includes, as shown in Exhibit A, Hilltop Parks that as of the date of the Agreement have not received a Certificate of Completion and all Hillside Parks. All Hillside Parks have received Schematic Design approval from the OCII Commission (Resolution ___). RPD shall review the Schematic Designs and construction drawing for all Hillside Parks to ensure the designs will allow for efficient operations of the Hillside Parks and the materials being used are of a quality and standard acceptable to RPD. RPD will review all construction drawings in a timely manner so as not to delay the construction of the Hillside Parks. Nothing herein shall amend or adversely affect OCII's authority and obligations, including without limitation financial obligations, under the Plan Documents or DDA.

10. TERMINATION OF MOA

Pursuant to Section 7 of the MOA, this Agreement shall supersede, replace, and terminate the MOA as of the Effective Date of this Agreement, except that the “Approved Budget” described in Section 3 of the MOA shall remain in effect through its stated term or until modified by the Parties.

DISPUTE RESOLUTION

10.1 If a dispute between or among OCII, RPD, and SFAC arises under this Agreement, the contact person for the affected agency shall in good faith meet with the others to resolve the dispute. If the contact persons are not able to resolve the dispute, resolution of the matter will be referred to the head of each affected agency. If the agency heads are unable to resolve the dispute, the matter will be referred to the Mayor's Office for resolution by the Mayor or his or her designee.

10.2 Neither this Section 12 nor compliance therewith shall waive any party's right, upon completion of the process set out in Section 12.1, to seek any remedy available at law or equity.

11. NOTICE

Any notice given under this Agreement shall be effective only if in writing and given by delivering the notice in person or by sending it first-class mail or certified mail with a return receipt requested or by overnight courier return receipt requested, with postage prepaid, at the

EXHIBIT A

following addresses, or at such other addresses as the agencies listed below may designate by notice as their new address:

Address for SFAC: SFAC
San Francisco Arts
Commission
401 Van Ness Avenue
San Francisco, CA 94102

Telephone No: (415) 252-2266

Address for RPD: General Manager
San Francisco Recreation
and Park Department
McLaren Lodge
San Francisco, CA 94117

Telephone No: (415) 831-2700

Address for OCII: Executive Director
1 South Van Ness, 5th Floor
San Francisco, CA 94103

Telephone No: (628) 652-8500

Any notice hereunder shall be deemed to have been given two (2) days after the date when it is mailed if sent by first-class or certified mail, one day after the date it is mailed, if sent by overnight courier, or upon the date personal delivery is made. For convenience of the parties, copies of notices may also be given by email or telephone to the address or numbers set forth above or such other address or number as may be provided from time to time; however, no party may give official or binding notice by email, telephone or facsimile.

12. MISCELLANEOUS

12.1 This Agreement (including attached exhibits) contains the entire understanding between the parties with respect to the subject matter hereof.

12.2 The provisions of this Agreement are for the exclusive benefit of the City departments and OCII, and not for the benefit of, nor give rise to any claim or cause of action by, any other person. This Agreement shall not be deemed to have conferred any rights upon any person except the signatories to this Agreement.

12.3 All approvals under this Agreement and any agreements contemplated hereby may be given by the OCII Executive Director, RPD General Manager, and SFAC Director of Cultural Affairs, or their respective designees, except as otherwise specified herein or in the City Charter, the City's Municipal Code, or other applicable law.

EXHIBIT A

12.4 This Agreement may be amended only by a signed writing of OCII, RPD, and SFAC, which must be approved by the Successor Agency Commission and the City departments' commissions.

12.5 Any failure or delay by any Party in asserting any of its rights or remedies, including specific performance, as to any claim arising from his Agreement shall not operate as a waiver of any default or of any such rights or remedies or deprive that Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

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

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation operating by and through the SAN FRANCISCO ARTS COMMISSION

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation operating by and through the SAN FRANCISCO RECREATION AND PARK DEPARTMENT

By: ____

RALPH REMINGTON
Director of Cultural Affairs

Sarah Madland
Interim General Manager

San Francisco Arts Commission

San Francisco Recreation and Park Department

Date Signed: _____

Date Signed: _____

San Francisco Arts Commission
Resolution No. _____

San Francisco Recreation and Park Department
Resolution No. _____

Approved by San Francisco Board of Supervisors
Resolution No. _____

REVIEWED:
DAVID CHIU, City Attorney

EXHIBIT A

By: _____
Elizabeth A. Dietrich
Deputy City Attorney

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, commonly known as the OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE, a public body organized and existing under the laws of the State of California in its ordinary capacity and in its capacity as trustee of the public trust and acting under its authority as Community Facilities District No. 8

By: _____
Thurston (Thor) Kaslofsky
Executive Director
San Francisco Office of
Community Investment and
Infrastructure

Date Signed: _____
[Successor Agency Commission Resolution No.

_____]

Approved as to form for the Office of Community Investment and Infrastructure:

By: _____
James B. Morales
OCII General Counsel

EXHIBIT A

EXHIBIT A

MAP OF HPSY1 PARKS

Including Future HPSY1 Parks, HPSY1 Trust Parks and Completed HPSY1 Parks

EXHIBIT A

EXHIBIT B
SFAC PUBLIC ARTWORKS

The public artworks within the HPSY1 Parks that are to be transferred to the San Francisco Arts Commission and accessioned into the City's Civic Art Collection are the following:

1. Stream of Consciousness, by Heidi Hardin with Colette Crutcher and Michael Azgour (2013)
2. Bayview Horn, by Jerry Ross Barrish (2015)
3. Butterfly Girl, by Jason Webster (2015)
4. Flotilla, by Eric Powell (2015)
5. Frame, by Mildred Howard (2015)
6. Hale Konon, Jessica Kay Bodner (2015)
7. Refrain, Walter Hood (2015)
8. Visions from the Past/Visions for the Future, by Marion Coleman (2015)

EXHIBIT A

1845577.10

1845577.12

RESOLUTION NO. 94-2008

Adopted September 2, 2008

FORMING REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO COMMUNITY FACILITIES DISTRICT NO. 8 (HUNTERS POINT SHIPYARD PHASE ONE MAINTENANCE); HUNTERS POINT SHIPYARD REDEVELOPMENT PROJECT AREA

BASIS FOR RESOLUTION

1. This Commission adopted a resolution entitled “Declaring the Intention to Establish Redevelopment Agency of the City and County of San Francisco Community Facilities District No. 8 (Hunters Point Shipyard Phase One Maintenance); Hunters Point Shipyard Redevelopment Project Area” (the “Resolution of Intention”), stating its intention to form “Redevelopment Agency of the City and County of San Francisco Community Facilities District No. 8 (Hunters Point Shipyard Phase One Maintenance)” (the “CFD”), pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the “Act”);
2. The Resolution of Intention, incorporating a map of the proposed boundaries of the CFD and stating the services to be provided, the estimated cost of providing such services, and the rate and method of apportionment of the special tax to be levied within the CFD to pay for the services, is on file with the Secretary of the Redevelopment Agency of the City and County of San Francisco (the “Agency”) and, except as set forth in Section 7 hereof, the provisions thereof are incorporated herein by this reference as if fully set forth herein;
3. Prior to this date, a Community Facilities District Report (the “Report”) was filed with the Secretary of the Agency that describes the services to be provided through the CFD and the anticipated costs thereof. The Report highlights a proposed change in the definition of authorized services from the definition set forth in the Resolution of Intention;
4. On this date, this Commission held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed formation of the CFD;
5. At the hearing all interested persons desiring to be heard on all matters pertaining to the formation of the CFD, the services to be provided therein (as set forth in the Report) and the levy of such special tax were heard and a full and fair hearing was held;

6. At the hearing substantial evidence was presented and considered by this Commission on such matters before it, including the information set forth in the Report, and this Commission at the conclusion of said hearing was fully advised of the services to be provided through the CFD;
7. Written protests with respect to the formation of the CFD, the furnishing of specified types of services and the rate and method of apportionment of the special taxes have not been filed with the Secretary of the Agency by fifty percent (50%) or more of the registered voters residing within the territory of the CFD or property owners of one-half (1/2) or more of the area of land within the CFD and not exempt from the proposed special taxes; and
8. The special tax proposed to be levied in the CFD to pay for the proposed services has not been eliminated by protest by fifty percent (50%) or more of the registered voters residing within the territory of the CFD or the owners of one-half (1/2) or more of the area of land within the CFD and not exempt from the special taxes.
9. The formation of the CFD is not a Project as defined by the California Environmental Quality Act Guidelines Section 15378, and would not independently result in a significant physical effect on the environment.

RESOLUTION

ACCORDINGLY, IT IS RESOLVED by the Redevelopment Agency of the City and County of San Francisco, as follows:

- Section 1. Recitals Correct. The foregoing recitals are true and correct.
- Section 2. No Majority Protest. The proposed special tax to be levied within the CFD has not been precluded by majority protest pursuant to Section 53324 of the Act.
- Section 3. Prior Proceedings Valid. All prior proceedings taken by this Commission in connection with the establishment of the CFD and the levy of the special tax have been duly considered and are hereby found and determined to be valid and in conformity with the Act.
- Section 4. Name of CFD. The community facilities district designated "Redevelopment Agency of the City and County of San Francisco Community Facilities District No. 8 (Hunters Point Shipyard Phase One Maintenance)" is hereby established pursuant to the Act.
- Section 5. Boundaries of CFD. The boundaries of the CFD, as set forth in the map of the CFD heretofore recorded in the Office of the Recorder of the City and County of San Francisco on July 29, 2008, at 1:37 p.m., in Book 1, Page

18 of Maps of Assessment and Community Facilities Districts, are hereby approved, are incorporated herein by reference and shall be the boundaries of the CFD.

Section 6. Description of Services. The type of public services proposed to be financed by the CFD and pursuant to the Act shall consist of those items shown in Exhibit A hereto and by this reference incorporated herein (the "Services").

Section 7. Special Tax.

a. Except to the extent that funds are otherwise available to the CFD to pay for the Services, a special tax (the "Special Tax") sufficient to pay the costs thereof, secured by the recordation of a continuing lien against all non-exempt real property in the CFD, is intended to be levied annually within the CFD, and collected in the same manner as ordinary *ad valorem* property taxes or in such other manner as may be prescribed by this Commission.

b. The proposed rate and method of apportionment of the Special Tax among the parcels of real property within the CFD, in sufficient detail to allow each landowner within the proposed CFD to estimate the maximum amount such owner will have to pay, are shown in Exhibit B attached hereto and hereby incorporated herein.

Section 8. Increased Demands. It is hereby found and determined that the Services are necessary to meet increased demands placed upon local agencies, including the Agency and the City and County of San Francisco (the "City and County"), as the result of development occurring in the CFD. The Services are in addition to those provided in the territory of the CFD as of the date hereof and will not supplant services already available within the territory of the CFD as of the date hereof.

Section 9. Responsible Official. The Executive Director (or a designee of the Executive Director) of the Agency, One South Van Ness Avenue, 5th Floor, San Francisco, California, 94103, telephone number (415) 749-2400, is the officer of the Agency who will be responsible for preparing annually a current roll of the levy of the Special Tax obligations by assessor's parcel number and who will be responsible for estimating future levies of the Special Tax.

Section 10. Tax Lien. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the California Streets and Highways Code, a continuing lien to secure each levy of the Special Tax shall attach to all nonexempt real property in the CFD and this lien shall continue in force and effect until the Special Tax obligation is prepaid and permanently satisfied and

the lien canceled in accordance with law or until collection of the Special Tax by the City ceases.

Section 11. Appropriations Limit. In accordance with the Act, the annual appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, of the CFD is hereby preliminarily established at \$25,000,000 and such appropriations limit shall be submitted to the voters of the CFD as hereafter provided. The proposition establishing such annual appropriations limit shall become effective if approved by the qualified electors voting thereon and shall be adjusted in accordance with the applicable provisions of the Act and the Constitution.

Section 12. Election. Pursuant to the provisions of the Act, the proposition of the levy of the Special Tax and the proposition of the establishment of the appropriations limit specified above shall be submitted to the qualified electors of the CFD at an election, the time, place and conditions of which election shall be as specified by a separate resolution of this Commission.

The Agency is a qualified elector of the CFD and the Commission hereby authorizes the Executive Director and the Secretary of the Agency to execute a ballot in favor of the propositions.

Section 13. Effective Date. This Resolution shall take effect upon its adoption.

APPROVED AS TO FORM:



for _____
James B. Morales
Agency General Counsel

EXHIBIT A

Redevelopment Agency of the City and County of San Francisco Community Facilities CFD No. 8 (Hunters Point Shipyard Phase One Maintenance)

Description of Services to be Financed by the CFD

The captioned Community Facilities District will finance, in whole or in part, the following services ("services" shall have the meaning given that term in the Mello-Roos Community Facilities Act of 1982 and shall also include the establishment and funding of reasonable reserves), including all related administrative costs and expenses:

1. PROPERTY DESCRIPTION

Special taxes levied in the CFD ("CFD Funds") will be used to pay for the operations and maintenance of the parks, pocket parks, open space and streetscape elements (and related services) that are: (a) located within the boundaries of Assessor's Block 4591A, Lot 76, and Assessor's Block 4591A, Lot 77; and (b) generally depicted: (i) in the "Hunters Point Shipyard Parcel A Phase 1 Open Space Schematic Design" dated September 4, 2007 ("Open Space Design"), which was prepared by Conger Moss Guillard Landscape Architecture, and approved by the San Francisco Redevelopment Agency Commission by Resolution 06-2007, dated January 16, 2007, as such Open Space Design may be amended from time to time; and (ii) on the Open Space Infrastructure Exhibit, as such Exhibit may be amended from time to time.

2. OPEN SPACE AND PARK SYSTEM MAINTENANCE OVERVIEW

The parks, open space and streetscape elements to be maintained by CFD Funds includes, but is not limited to, the following. These elements should be maintained in accordance with the specification and frequency established by the manufacturer, distributors or installer's recommendations for each element. In the absence of such instruction, elements should be maintained in accordance with industry standards.

a. Streetscape Elements

- i. Artwork, sculptures, including the art elements of the Cultural, Historical Recognition Program and the Youth Tiles
- ii. Bike Racks, Picnic Tables, BBQ pits, light bollards, drinking fountains, colored asphalt, ADA Ramps, Wall lights, benches, signage, Bus shelters, street trees/grates, light standards, trash cans/recycling bins, banners, fencing
- iii. Trees, shrubs, flowers, lawn, grass, other vegetation; mulch, hydroseed, stones, gravel decomposed granite, and other comparable materials; and
- iv. irrigation

b. Hilltop Open Space and Park Elements:

- i. Hillpoint Park

- ii. Coleman Bluff Pedestrian Paths
- iii. Innes Court Park
- iv. Landscaping/Streetscape elements bordering:

- (a) Block 1 (including the S Curve or alternative roadway configuration);
- (b) the Community Facilities Parcel at Galvez Avenue and Donahue Street;
- (c) the site of the Interim African Marketplace;

- v. Hilltop Pocket Parks

c. Hillside Open Space and Park Elements

- i. Hillside Central Park (including seating area)
- ii. Upper Central Park (including plaza area)
- iii. Middle Central Park (including stairway)
- iv. Lower Central Park
- v. Hillside Pocket Parks

d. Retaining walls (including portions of a retaining wall that lie in a publicly-owned easement on private property if (i) the retaining wall runs continuously through both public open space and the publicly-owned easement on private property and (ii) the Agency concludes that the portion that lies in the easement on private property must be maintained in order to maintain the portion in public open space), including but not limited to annual inspection costs and operating reserves.

3. RELATED SERVICES

The professional, technical and specialty services to be financed by the CFD includes, but is not limited to, the following:

- a. Security Services
- b. Property Management Services
- c. Engineering Services
- d. Landscaping, softscape, hardscape and horticultural services
- e. Electricity for street lighting
- f. Graffiti removal services
- g. Signage maintenance program
- h. Stone maintenance
- i. Any other service necessary to maintain the elements of the open space and park system

EXHIBIT B

**Redevelopment Agency of the City and County of San Francisco
Community Facilities CFD No. 8
(Hunters Point Shipyard Phase One Maintenance)**

Rate and Method of Apportionment of Special Tax

EXHIBIT A

REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO COMMUNITY FACILITIES DISTRICT NO. 8 (HUNTERS POINT SHIPYARD PHASE ONE MAINTENANCE)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in the Redevelopment Agency of the City and County of San Francisco Community Facilities District No. 8 (Hunters Point Shipyard Phase One Maintenance) [herein "CFD No. 8"] shall be levied and collected according to the tax liability determined by the Administrator through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in CFD No. 8, unless exempted by law or by the provisions of Section G below, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, (commencing with Section 53311), Division 2 of Title 5 of the California Government Code.

"Administrative Expenses" means any or all of the following: the expenses of the Agency carrying out its duties with respect to CFD No. 8, including, but not limited to, levying and collecting the Special Tax, the fees and expenses of legal counsel, charges levied by the County Auditor's Office, Tax Collector's Office, and/or Treasurer's Office, costs related to property owner inquiries regarding the Special Tax, and all other costs and expenses of the Agency in any way related to the establishment or administration of CFD No. 8.

"Administrator" means the Deputy Executive Director, Finance and Administration, of the Agency or such other person or entity designated by the Executive Director of the Agency to administer the Special Tax according to this RMA.

"Affordable Housing Program" means the Affordable Housing Program which is attached to and made a part of the Disposition and Development Agreement.

"Agency" means the Redevelopment Agency of the City and County of San Francisco.

"Agency Affordable Housing Unit" means a Residential Unit that is constructed on an Agency Housing Parcel. If the Agency acquires a Parcel within CFD No. 8 that is not designated as an Agency Housing Parcel in Attachment 3, the Residential Units constructed on such Parcel shall not

be categorized as Agency Affordable Housing Units and shall be taxed as Market Rate Units pursuant to Section C below.

“Agency Housing Parcel” means a Parcel owned by the Agency and designated as an “Agency Housing Parcel” in Attachment 3 of this RMA.

“Airspace Parcel” means a parcel with an assigned Assessor’s parcel number that constitutes vertical space of an underlying land parcel.

“Approved Development Plan” means the most current Final Map, condominium plan, or other such approved or recorded map or plan provided by Lennar or a Subsequent Owner that identifies the type of structure, acreage, square footage, number of Bedrooms, and/or the number of Residential Units that are approved to be developed on Parcels of Taxable Property.

“Assessor’s Parcel” or **“Parcel”** means a lot or parcel, including an Airspace Parcel, shown on an Assessor’s Parcel Map with an assigned Assessor’s Parcel number.

“Assessor’s Parcel Map” means an official map of the County Assessor designating Parcels by Assessor’s Parcel number.

“Authorized Services” means those public services authorized to be funded by CFD No. 8 as set forth in the formation documents of CFD No.8.

“Base Special Tax” means the Special Tax that is levied on property on a per-Residential Unit basis and, when combined with the Incremental Special Tax, makes up the Designated Special Tax for a Residential Unit, as identified in Section C.2.a below.

“Bedrooms” means the number of bedrooms within a Required BMR Unit as shown on an Approved Development Plan or building permit issued for new construction.

“CFD Formation” means the date on which the Resolution of Formation to form CFD No. 8 was adopted by the Commission.

“City” means the City and County of San Francisco.

“Commission” means the Commission of the Agency, acting as the legislative body of CFD No. 8.

“County” means the City and County of San Francisco.

“Designated Special Tax” means the sum of the Base Special Tax and the Incremental Special Tax for a Parcel of Taxable Property, as determined pursuant to Section C.2.a below.

“Developed Property” means, in any Fiscal Year, all Assessor’s Parcels of Taxable Property in CFD No. 8 for which a building permit for new construction of a residential or non-residential structure was issued prior to June 1 of the proceeding Fiscal Year.

“Disposition and Development Agreement” means the Disposition and Development Agreement for the Hunters Point Shipyard, Phase 1 by and between the Agency and Lennar, as approved by the Commission on December 2, 2003, and as amended from time to time.

“Expected Maximum Special Tax” means the aggregate Special Tax for each Sub-Block based on the Expected Land Uses at the time of CFD Formation. The Expected Maximum Special Tax for each Sub-Block is shown in Attachment 2 of this RMA and may be revised pursuant to Sections C and D below.

“Expected Land Uses” means the total number of Residential Units, amount of Square Footage, and number of Bedrooms expected within each Sub-Block. The Expected Land Uses at the time of CFD Formation are identified in Attachment 2 of this RMA and may be revised pursuant to Sections C and D below.

“Final Map” means a final map, or portion thereof, recorded by the County pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq.*) that creates individual lots on which building permits for new construction may be issued without further subdivision.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Incremental Special Tax” means the Special Tax levied on property on a Square Footage or per-Bedroom basis as identified in Section C.2.a below.

“Lennar” means the Lennar BVHP, LLC and its successors and assigns.

“Market Rate Unit” means a Residential Unit that is not an Agency Affordable Housing Unit or a Required BMR Unit.

“Maximum CFD Revenues” means the aggregate Maximum Special Tax that can be levied on all Parcels of Taxable Property within CFD No. 8 in any given Fiscal Year.

“Maximum Special Tax” means the greatest amount of Special Tax that can be levied on an Assessor’s Parcel in any Fiscal Year determined in accordance with Section C below.

“Non-Residential Property” means, in any Fiscal Year, all Parcels of Taxable Property for which building permits were issued, or based on an Approved Development Plan, are expected to be issued for construction of a structure that includes Square Footage designated for non-residential land uses.

“Proportionately” means, for Developed Property, that the ratio of the actual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor’s Parcels of Developed Property, and for Undeveloped Property that the ratio of the actual Special Tax to the Maximum Special Tax is equal for all Assessor’s Parcels of Undeveloped Property.

“Public Property” means any property within the boundaries of CFD No. 8 that is owned by the federal government, the Agency, the State of California, the County, or other public agency, excluding Agency Affordable Housing Units.

“Required BMR Units” means all Required BMR 80% Units and Required BMR 50% Units within CFD No. 8. Any units within CFD No. 8 that are not Required BMR Units or Agency Affordable Housing Units, as defined herein, shall be taxed as Market Rate Units pursuant to Section C below.

“Required BMR 80% Unit” means a Residential Unit within CFD No. 8 that is required pursuant to the Disposition and Development Agreement and is approved by the Agency as an affordable housing unit priced for sale or lease to households earning no more than 80% of the area median income (as defined in the Affordable Housing Program). Required BMR 80% Units shall be taxed at the Maximum Special Tax rates identified in Section C below.

“Required BMR 50% Unit” means a Residential Unit within CFD No. 8 that is required pursuant to the Disposition and Development Agreement and is approved by the Agency as an affordable housing unit priced for sale or lease to households earning no more than 50% of the area median income (as defined in the Affordable Housing Program). Required BMR 50% Units shall be taxed at the Maximum Special Tax rates identified in Section C below.

“Required Revenue” means the required aggregate Special Tax revenues from CFD No. 8 that must be available to the Agency in any Fiscal Year to pay Authorized Services and Administrative Expenses, although the actual amount levied in such Fiscal Year may be less than the total amount of Special Tax that could have been levied. For Fiscal Year 2008-09, the Required Revenue is \$1,332,700. For each Fiscal Year after Fiscal Year 2008-09, \$1,332,700 shall be increased by the cumulative change derived from taking the lesser of (i) the percentage increase, if any, in the Consumer Price Index (San Francisco-Oakland-San Jose, all urban consumers) since the prior July 1, and (ii) five and one-half percent (5 ½%) in each Fiscal Year. The Required Revenue amount may be reduced in future Fiscal Years at the discretion of the Agency or pursuant to Section C below.

“Residential Property” means, in any Fiscal Year, all Parcels of Taxable Property for which building permits were issued, or based on an Approved Development Plan, are expected to be issued for construction of a structure that includes one or more Residential Units.

“Residential Unit” means an individual residential dwelling unit within CFD No. 8.

“RMA” means this Rate and Method of Apportionment of Special Tax.

“Special Tax” means a special tax levied in any Fiscal Year to pay the Special Tax Requirement.

“Special Tax Requirement” means the amount necessary in any Fiscal Year to: (i) pay for Authorized Services; (ii) pay Administrative Expenses; and (iii) cure any delinquencies in the payment of Special Taxes which have occurred in the prior Fiscal Year or, based on existing delinquencies in the payment of Special Taxes, are expected to occur in the Fiscal Year in which the tax will be collected. The Special Tax Requirement may be reduced in any Fiscal Year, by taking

into account money reasonably expected to be available from one or more of the following sources: (i) surplus Special Tax revenues collected in prior Fiscal Years; and (ii) any other funds available to apply against the Special Tax Requirement as determined by the Administrator.

“Square Foot” or **“Square Footage”** means the square footage of a Residential Unit or non-residential structure reflected on a condominium plan, site plan, building permit for new construction, or other such document. If the Square Footage shown on a site plan or condominium plan is inconsistent with the Square Footage reflected on the building permit issued for construction of the Residential Unit or non-residential building, the greater of the two numbers shall be used to calculate the Maximum Special Tax pursuant to Section C below.

“Sub-Block” means a specific geographic area within CFD No. 8 for which an Expected Maximum Special Tax has been identified. Sub-Blocks expected within CFD No. 8 at the time of CFD Formation are identified in Attachment 1 of this RMA.

“Subsequent Owner” means any owner of Undeveloped Property within CFD No. 8 that is not Lennar or the Agency.

“Subsequent Owner Property” means, in any Fiscal Year, all Parcels of Undeveloped Property within CFD No. 8 that are owned by a Subsequent Owner.

“Taxable Property” means all of the Assessor’s Parcels within the boundaries of CFD No. 8 which are not exempt from the Special Tax pursuant to law or Section G below.

“Taxable Public Property” means, in any Fiscal Year, all Parcels of Public Property within CFD No. 8 that, based on an Approved Development Plan, were expected to be Taxable Property and, based on this expectation, had Maximum Special Taxes assigned to them in prior Fiscal Years.

“Undeveloped Property” means, in any Fiscal Year, all Parcels of Taxable Property within CFD No. 8 that are not Developed Property or Taxable Public Property.

B. DATA FOR CFD ADMINISTRATION

On or about July 1 of each Fiscal Year, the Administrator shall identify the current Assessor’s Parcel numbers for all Parcels of Taxable Property. The Administrator shall also determine: (i) whether each Parcel of Taxable Property is Developed Property or Undeveloped Property, (ii) within which Sub-Block each Assessor’s Parcel is located, (iii) for Developed Property, which Parcels are Residential Property and Non-Residential Property, (iv) for Residential Property, which units are Market Rate Units, Agency Affordable Housing Units, Required BMR 80% Units, and Required BMR 50% Units, (v) for Market Rate Units, the Square Footage of each unit, (vi) for Required BMR Units, the number of Bedrooms within each unit, (vii) the Square Footage within each building of Non-Residential Property, and (viii) the Special Tax Requirement for the Fiscal Year.

The Administrator shall coordinate with the Agency, Lennar, and/or Subsequent Owners to identify the Required BMR 80% Units and Required BMR 50% Units within each Approved Development Plan. If there are transfers between Required BMR Units and Market Rate Units, the Administrator shall refer to Section D.2 to determine the Maximum Special Tax for each Parcel after such transfer.

If a building permit for new construction has been issued for development of a structure on an Assessor's Parcel, and additional structures are anticipated to be built on the Parcel as shown on the Approved Development Plan, a portion of the acreage of the Assessor's Parcel shall be taxed as Undeveloped Property if building permits for all of the structures in the Approved Development Plan were not issued as of June 1 of the Fiscal Year prior to the Fiscal Year in which the Special Taxes are being levied. If the acreage assigned to each building anticipated on the Assessor's Parcel is not clearly delineated on the Approved Development Plan, the acreage of the portion of the Assessor's Parcel to be taxed as Developed Property shall be estimated by the Administrator. The remaining acreage within the Assessor's Parcel shall be taxed as Undeveloped Property. Determination of the amount of Developed Property and Undeveloped Property on an Assessor's Parcel shall be at the discretion of the Agency.

In any Fiscal Year, if it is determined that (i) a parcel map or condominium plan for a portion of property in CFD No. 8 was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created parcels into the then current tax roll), (ii) because of the date the map or plan was recorded, the Assessor does not yet recognize the newly-created parcels, and (iii) one or more of the newly-created parcels meets the definition of Developed Property, the Administrator shall calculate the Special Tax for the property affected by recordation of the map or plan by determining the Special Tax that applies separately to each newly-created parcel, then applying the sum of the individual Special Taxes to the Assessor's Parcel that was subdivided by recordation of the parcel map or condominium plan.

In addition to the tasks set forth above, the Administrator shall, upon the sale of a Parcel(s) to any Subsequent Owner, update Attachment 2 to reflect the then-current Expected Land Uses on, and Expected Maximum Special Tax for, the Parcel(s) being sold. Prior to or concurrent with the sale of the Parcel(s), Lennar shall provide written confirmation to the Administrator as to the Expected Land Uses and Expected Maximum Special Tax that should apply to the Parcel(s). If a sale occurs and no such confirmation has been provided to the Administrator, the Expected Maximum Special Tax that had applied to the Parcel(s) prior to the sale shall continue to apply to the Parcel(s). To the extent the Expected Maximum Special Tax reflected in a written confirmation from Lennar is less than the Expected Maximum Special Tax that had previously applied to the Parcel(s) and this results in insufficient Maximum CFD Revenues to meet the Required Revenue, such confirmation shall also identify to which Assessor's Parcel in CFD No. 8 the difference in the Expected Maximum Special Tax has been transferred. The Parcel(s) to which the difference in Expected Maximum Special Tax has been shifted must be owned by Lennar.

C. MAXIMUM SPECIAL TAX

The Maximum Special Tax for Agency Affordable Housing Units shall be the Designated Special Tax identified in Section C.2.a below. The Administrator shall update Attachment 2 to reflect any adjustment to the number of Agency Affordable Housing Units, as directed by the Agency, which may, in turn, adjust the Required Revenues.

1. Property Without an Approved Development Plan

The Maximum Special Tax for property in CFD No. 8 without an Approved Development Plan shall be the Expected Maximum Special Tax shown in Attachment 2 of this RMA. If, in any Fiscal Year, separate Assessor's Parcels have not yet been created for property within each Sub-Block, the Administrator shall sum the Expected Maximum Special Tax for all Sub-Blocks within an Assessor's Parcel to determine the Maximum Special Tax that shall apply to the Parcel in such Fiscal Year.

If an Assessor's Parcel contains a portion of one or more Sub-Blocks, the Maximum Special Tax shall be determined by allocating the Expected Maximum Special Tax for each Sub-Block proportionately among such Assessor's Parcels based on the estimated acreage of the portion of the Sub-Block that falls within each Parcel, as determined by the Administrator. The Maximum CFD Revenue after such allocation shall not be less than the Maximum CFD Revenue prior to this allocation.

2. Property Within an Approved Development Plan

The Maximum Special Tax for a Parcel within an Approved Development Plan shall be the greater of the Designated Special Tax or the Back-Up Special Tax determined pursuant to this Section C.2. When a development plan is approved, the Administrator shall calculate the Designated Special Tax pursuant to Section C.2.a below for each Parcel of Taxable Property based on the land uses reflected in the Approved Development Plan. If it is determined that only a portion of a Sub-Block is included within an Approved Development Plan, the Administrator shall refer to Attachments 1 and 2 to estimate the Expected Land Uses and Expected Maximum Special Taxes that should be assigned to the portion of the Sub-Block that does not yet have an Approved Development Plan. The Administrator shall confirm this determination with the Agency, Lennar, and/or a Subsequent Owner of the property.

The Administrator shall then calculate the amount that could be levied if the Designated Special Tax was applied to the land uses proposed on Taxable Property within the Approved Development Plan. This "Total Designated Special Tax" shall be compared to the Expected Maximum Special Tax for that Sub-Block or portion of Sub-Block included within the Approved Development Plan, and the Administrator shall apply one of the following:

- *If the Total Designated Special Tax is equal to the Expected Maximum Special Tax, then the Maximum Special Tax for each Residential Unit or Non-Residential Property within the Approved Development Plan shall be the amount determined by applying the Designated Special Tax.*
- *If the Total Designated Special Tax is greater than the Expected Maximum Special Tax, then the Maximum Special Tax for each Residential Unit or Non-Residential Property within the Approved Development Plan shall be the amount determined by applying the Designated Special Tax. The Administrator shall revise Attachment 2 to reflect the increased Expected Maximum Special Tax for the Sub-Block and the increased Maximum CFD Revenues.*
- *If the Total Designated Special Tax is less than the Expected Maximum Special Tax but the Maximum CFD Revenues are still sufficient to provide the Required Revenue, then the Maximum Special Tax for each Residential Unit or Non-Residential Property within the Approved Development Plan shall be the Designated Special Tax. The Administrator shall revise Attachment 2 to reflect the decreased Expected Maximum Special Tax for the Sub-Block and the decreased Maximum CFD Revenues.*
- *If the Total Designated Special Tax is less than the Expected Maximum Special Tax and such reduction causes the Maximum CFD Revenues to be insufficient to provide the Required Revenue, then the Maximum Special Tax for each Residential Unit except Agency Affordable Housing Units or Non-Residential Property within the Approved Development Plan shall be the Back-Up Special Tax determined pursuant to Section C.2.b below. If applicable, the Administrator shall revise Attachment 2 to reflect the decreased Expected Maximum Special Tax for the Sub-Block and the decreased Maximum CFD Revenues after the Back-Up Special Tax has been determined.*

Until individual Assessor's Parcels are created for each Residential Unit and Non-Residential Property within an Approved Development Plan, the Administrator shall sum the Maximum Special Tax for all land uses on a Parcel and levy the aggregate Maximum Special Tax on the Parcel.

a. Designated Special Tax

The Designated Special Tax for each Residential Unit built or expected to be built on Taxable Property shall be the sum of the Base Special Tax and the Incremental Special Tax as identified in Table 1 below. The Designated Special Tax for each Parcel of Non-Residential Property built or expected to be built on Taxable Property shall be determined by multiplying the Square Footage of the non-residential structure(s) by the Incremental Special Tax shown for Non-Residential Property in Table 1 below.

Table 1
Base Special Tax and Incremental Special Tax

Land Use	Base Special Tax Fiscal Year 2008-09*	Incremental Special Tax Fiscal Year 2008-09*
Market Rate Units	\$529 per unit	\$0.74 per Square Foot
Required BMR 80% Units	\$200 per unit	\$67 per Bedroom
Required BMR 50% Units	\$88 per unit	\$30 per Bedroom
Agency Affordable Housing Units	\$200 per unit	N/A
Non-Residential Property	N/A	\$0.75 per Square Foot

** Beginning July 1, 2009 and each July 1 thereafter, the amounts shown in Table 1 above shall be increased by the lesser of (i) the percentage increase, if any, in the Consumer Price Index (San Francisco-Oakland-San Jose, all urban consumers) since the prior July 1, and (ii) five and one-half percent (5 ½%) of the amount in effect in the prior Fiscal Year.*

b. Back-Up Special Tax

As set forth above, if the Administrator determines that the Total Designated Special Tax calculated for an Approved Development Plan is less than the Expected Maximum Special Tax and such reduction causes the Maximum CFD Revenues to be insufficient to provide the Required Revenue, then the Administrator shall apply one of the following:

- (i) The landowner of the property within the Approved Development Plan may make a one-time payment to the Agency in an amount that the Agency deems sufficient to create an annuity that will cover the ongoing service costs that would have been funded from the Special Tax revenues that were lost due to the change in the Expected Land Uses for the property in the Approved Development Plan. If such one-time payment occurs, the Maximum Special Tax for land uses in the Approved Development Plan shall be the Designated Special Tax determined pursuant to Section C.2.a above.
- (ii) If the owner of property within the Approved Development Plan does not make a one-time payment to offset the reduction in Maximum CFD Revenues, the Maximum Special Tax for land uses in the Approved Development Plan shall be determined as follows:

Step 1. Calculate the total Maximum Special Tax revenues that must be generated from property within the Approved Development Plan in order to maintain the Required Revenue.

- Step 2.** Confirm the Designated Special Tax for each Residential Unit and Non-Residential Property and the Total Designated Special Tax that could be collected within the Approved Development Plan.
- Step 3.** Divide the Maximum Special Tax revenues from Step 1 by the Total Designated Special Tax from Step 2.
- Step 4.** Multiply the quotient determined in Step 3 by the Designated Special Tax for each Residential Unit and Non-Residential Property from Step 2, and the amount determined shall be the Maximum Special Tax for each Residential Unit and Non-Residential Property within the Approved Development Plan. Until individual Assessor's Parcels are created for each Residential Unit and Non-Residential Property, the Administrator shall sum the Maximum Special Tax for all land uses on a Parcel and levy the aggregate Maximum Special Tax on the Parcel.

D. CHANGES TO THE MAXIMUM SPECIAL TAX

1. *Annual Escalation of Special Tax*

Beginning July 1, 2009 and each July 1 thereafter, the Expected Maximum Special Tax for each Sub-Block and the Maximum Special Tax assigned to each Parcel of Taxable Property within CFD No. 8 shall be increased by the lesser of (i) the percentage increase, if any, in the Consumer Price Index (San Francisco-Oakland-San Jose, all urban consumers) since the prior July 1, and (ii) five and one-half percent (5 1/2%) of the amount in effect in the prior Fiscal Year.

2. *Required BMR Unit and Market Rate Unit Transfers*

If, in any Fiscal Year, the Administrator determines that a Residential Unit that had previously been designated as a Required BMR Unit no longer qualifies as such, the Maximum Special Tax on the Residential Unit shall be increased to the Maximum Special Tax that would be levied on a Market Rate Unit of the same Square Footage. If a Market Rate Unit becomes a Required BMR Unit after it has been taxed in prior Fiscal Years as a Market Rate Unit, the Maximum Special Tax on such Residential Unit shall not be decreased unless a Required BMR Unit is simultaneously redesignated as a Market Rate Unit.

E. METHOD OF LEVY OF THE SPECIAL TAX

Each Fiscal Year, the Special Tax shall be levied according to the steps outlined below:

- Step 1:*** The Special Tax shall be levied Proportionately on each Parcel of Developed Property within CFD No. 8 up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year until the amount levied on Developed Property is equal to the Special Tax Requirement;
- Step 2:*** If additional revenue is needed after Step 1 in order to meet the Special Tax Requirement, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Subsequent Owner Property within CFD No. 8, up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year;
- Step 3:*** If additional revenue is needed after Step 2 in order to meet the Special Tax Requirement, the Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property that is not Subsequent Owner Property or an Agency Housing Parcel, up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year;
- Step 4:*** If additional revenue is needed after Step 4 in order to meet the Special Tax Requirement, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property that is an Agency Housing Parcel, up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year;
- Step 5:*** If additional revenue is needed after Step 4 in order to meet the Special Tax Requirement, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property, up to 100% of the Maximum Special Tax assigned to each Parcel.

F. COLLECTION OF SPECIAL TAX

The Special Taxes for CFD No. 8 shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that the Agency may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner, and may collect delinquent Special Taxes through foreclosure or other available methods.

Pursuant to Section 53321 (d) of the Act, the Special Tax levied against a Parcel used for private residential purposes shall under no circumstances increase more than ten percent (10%) as a consequence of delinquency or default by the owner of any other Parcel or Parcels and shall, in no event, exceed the Maximum Special Tax in effect for the Fiscal Year in which the Special Tax is being levied.

G. EXEMPTIONS

Notwithstanding any other provision of this RMA, no Special Tax shall be levied on Public Property, except Taxable Public Property.

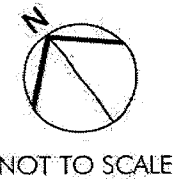
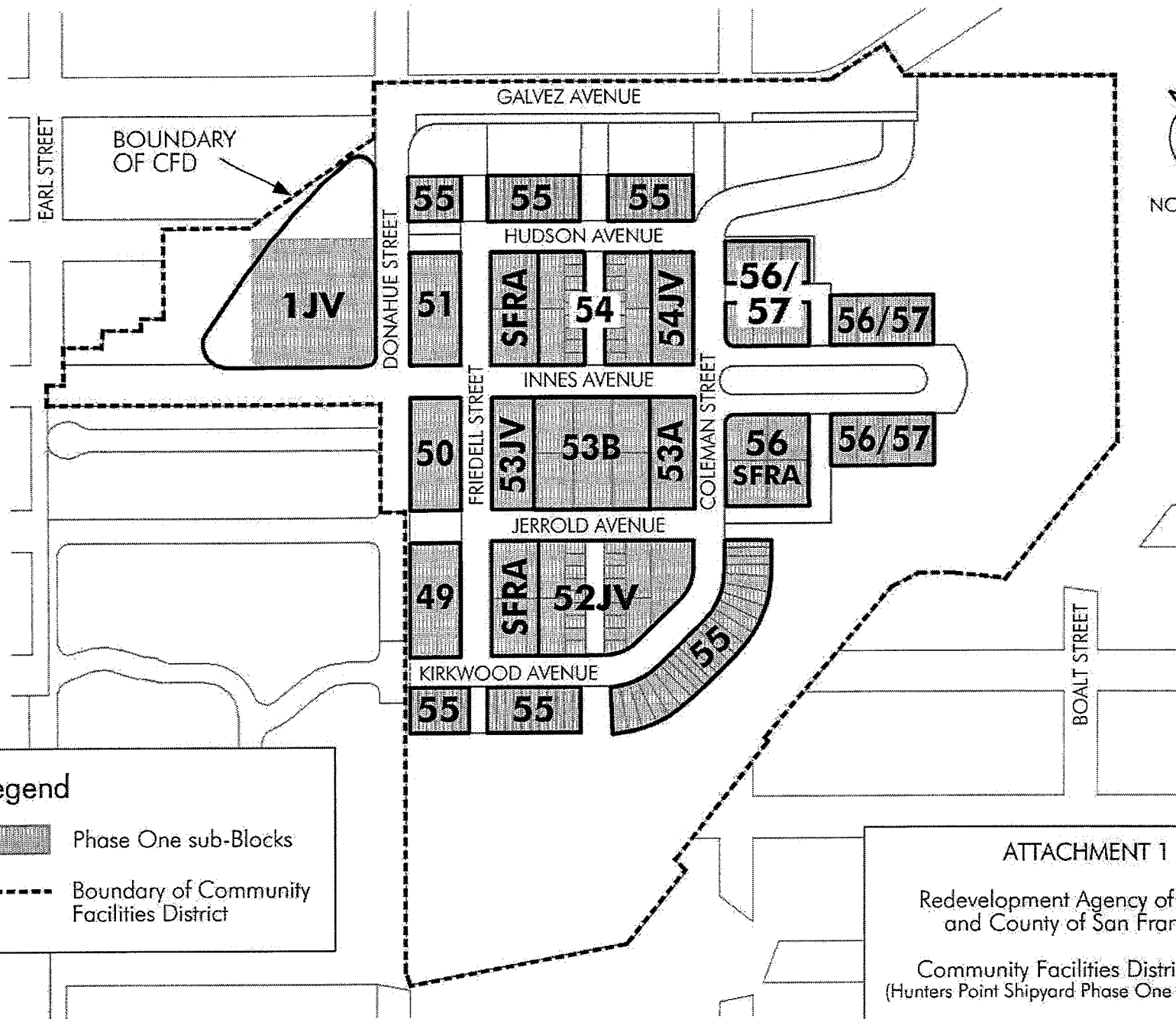
H. INTERPRETATION OF SPECIAL TAX FORMULA

Any taxpayer who feels that the amount or formula of the Special Tax is in error may file an application with the Administrator contesting the levy of the Special Tax. The Agency shall promptly review the application. If the findings of the Agency verify that the Special Tax should be modified or changed, a recommendation to that effect shall be made to the Commission, and as appropriate, the Special Tax levy shall be corrected and, if applicable in any case, a refund shall be granted. If the Agency denies the application, the taxpayer may appeal that determination within 14 days of the mailing of notification of denial, to the Commission under such procedures as the Commission shall establish. The determination of the Commission on the appeal shall be final for all purposes. The filing of an application or an appeal shall not relieve the taxpayer of the obligation to pay the Special Tax when due.

ATTACHMENT 1

**REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO
COMMUNITY FACILITIES DISTRICT NO. 8
(HUNTERS POINT SHIPYARD PHASE ONE MAINTENANCE)**

IDENTIFICATION OF SUB-BLOCKS



Legend

- Phase One sub-Blocks
- Boundary of Community Facilities District

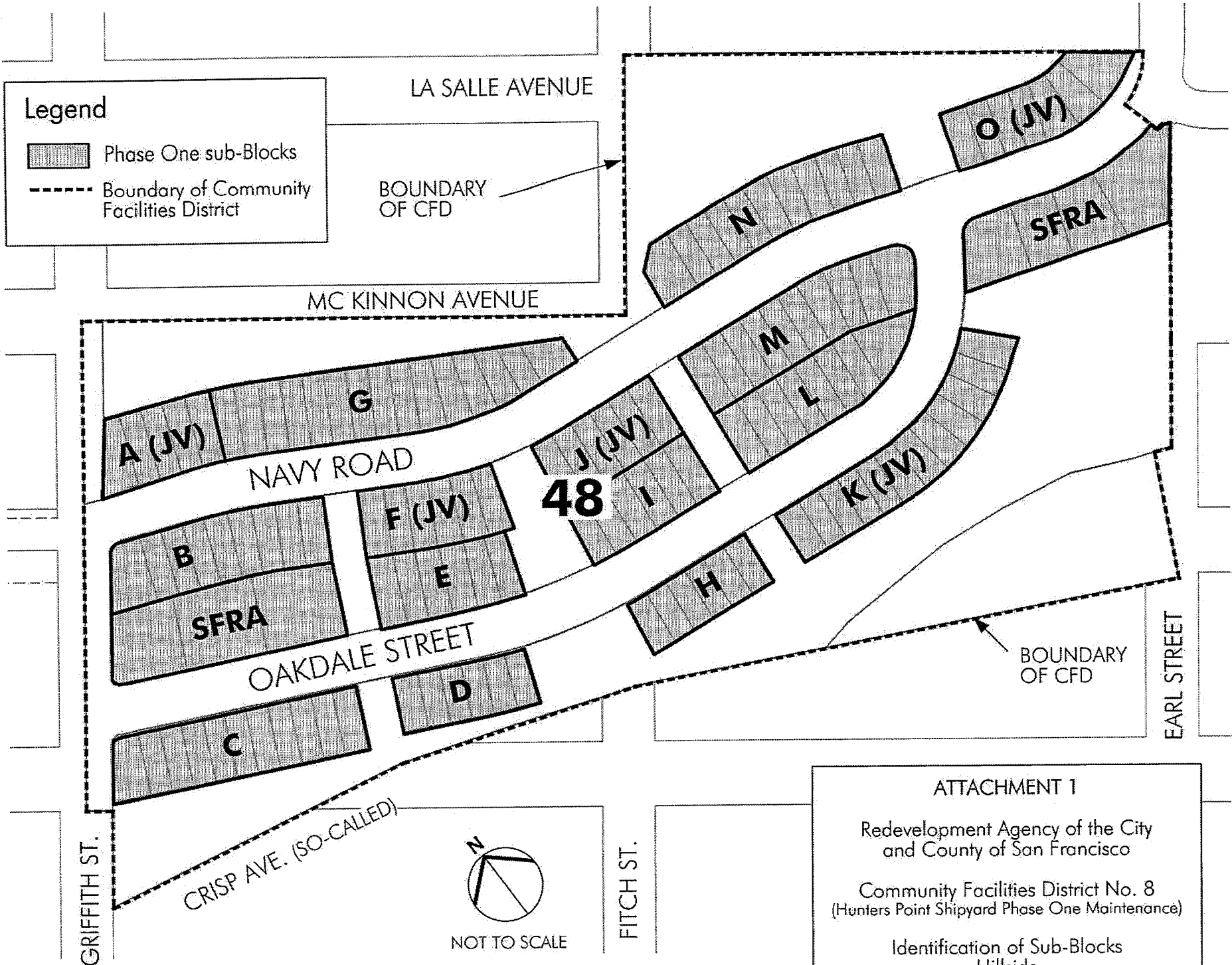
ATTACHMENT 1

Redevelopment Agency of the City
and County of San Francisco

Community Facilities District No. 8
(Hunters Point Shipyard Phase One Maintenance)

Identification of Sub-Blocks
Hilltop

EXHIBIT PREPARED BY KCA ENGINEERS
 5009 5/3/05 Rev 5/9/05, 5/27/08, 6/26/08, 6/30/08, 7/1/08
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ATTACHMENT 1
 Redevelopment Agency of the City
 and County of San Francisco
 Community Facilities District No. 8
 (Hunters Point Shipyard Phase One Maintenance)
 Identification of Sub-Blocks
 Hillside

ATTACHMENT 2

**REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO
COMMUNITY FACILITIES DISTRICT No. 8
(HUNTERS POINT SHIPYARD PHASE ONE MAINTENANCE)**

EXPECTED LAND USES AND EXPECTED MAXIMUM SPECIAL TAX BY SUB-BLOCK

ATTACHMENT 2

**Redevelopment Agency of the City and County of San Francisco
Community Facilities District No. 8
(Hunters Point Shipyard Phase One Maintenance)**

Expected Land Uses and Expected Maximum Special Tax by Sub-Block

Sub-Block /1	Expected Land Use	Expected Number of Residential Units	Expected Sq. Ft. or Bedrooms per Unit	Total Base Special Tax (FY 2008-09)	Total Incremental Special Tax (FY 2008-09)	Expected Maximum Special Tax (FY 2008-09) /2	
1JV	Market Rate Unit	14	625	\$7,406	\$6,475	\$13,881	
	Market Rate Unit	16	700	\$8,464	\$8,288	\$16,752	
	Market Rate Unit	27	750	\$14,283	\$14,985	\$29,268	
	Market Rate Unit	26	825	\$13,754	\$15,873	\$29,627	
	Market Rate Unit	20	875	\$10,580	\$12,950	\$23,530	
	Market Rate Unit	21	1,000	\$11,109	\$15,540	\$26,649	
	Market Rate Unit	15	1,025	\$7,935	\$11,378	\$19,313	
	Market Rate Unit	15	1,150	\$7,935	\$12,765	\$20,700	
	Required BMR 80% Unit	10	1	\$2,000	\$670	\$2,670	
	Required BMR 80% Unit	5	1.5	\$1,000	\$503	\$1,503	
	Required BMR 80% Unit	3	2	\$600	\$402	\$1,002	
	Required BMR 80% Unit	1	2.5	\$200	\$168	\$368	
	Required BMR 50% Unit	8	1	\$704	\$240	\$944	
	Required BMR 50% Unit	2	1.5	\$176	\$90	\$266	
	Required BMR 50% Unit	3	2	\$264	\$180	\$444	
	Required BMR 50% Unit	1	2.5	\$88	\$75	\$163	
	Non-Residential Property	N/A		9,000	N/A	\$6,750	\$6,750
		Total					\$193,829
	48A JV	Market Rate Unit	9	1,183	\$4,761	\$7,879	\$12,640
		Market Rate Unit	4	1,400	\$2,116	\$4,144	\$6,260
Required BMR 80% Unit		1	3	\$200	\$201	\$401	
Required BMR 50% Unit		1	2	\$88	\$60	\$148	
Total						\$19,449	
48B	Market Rate Unit	5	908	\$2,645	\$3,360	\$6,005	
	Market Rate Unit	5	968	\$2,645	\$3,582	\$6,227	
	Market Rate Unit	15	1,050	\$7,935	\$11,655	\$19,590	
	Market Rate Unit	3	1,280	\$1,587	\$2,842	\$4,429	
	Market Rate Unit	3	1,500	\$1,587	\$3,330	\$4,917	
	Required BMR 80% Unit	1	1	\$200	\$67	\$267	
	Required BMR 80% Unit	3	2	\$600	\$402	\$1,002	
	Required BMR 50% Unit	1	2	\$88	\$60	\$148	
	Total					\$42,584	
48C	Market Rate Unit	9	1,000	\$4,761	\$6,660	\$11,421	
	Market Rate Unit	10	1,290	\$5,290	\$9,546	\$14,836	
	Required BMR 80% Unit	1	2	\$200	\$134	\$334	
	Required BMR 80% Unit	1	3	\$200	\$201	\$401	
	Required BMR 50% Unit	1	2	\$88	\$60	\$148	
	Total					\$27,140	
48D	Market Rate Unit	2	828	\$1,058	\$1,225	\$2,283	
	Market Rate Unit	6	1,000	\$3,174	\$4,440	\$7,614	
	Market Rate Unit	4	1,290	\$2,116	\$3,818	\$5,934	
	Required BMR 80% Unit	2	2	\$400	\$268	\$668	
	Total					\$16,500	

Sub-Block /1	Expected Land Use	Expected Number of Residential Units	Expected Sq. Ft. or Bedrooms per Unit	Total Base Special Tax (FY 2008-09)	Total Incremental Special Tax (FY 2008-09)	Expected Maximum Special Tax (FY 2008-09) /2
48E	Market Rate Unit	10	1,183	\$5,290	\$8,754	\$14,044
	Market Rate Unit	5	1,400	\$2,645	\$5,180	\$7,825
	Required BMR 80% Unit	1	2	\$200	\$134	\$334
	Required BMR 80% Unit	1	3	\$200	\$201	\$401
	Required BMR 50% Unit	1	2	\$88	\$60	\$148
	Total					\$22,752
48F JV	Market Rate Unit	3	908	\$1,587	\$2,016	\$3,603
	Market Rate Unit	3	968	\$1,587	\$2,149	\$3,736
	Market Rate Unit	10	1,050	\$5,290	\$7,770	\$13,060
	Market Rate Unit	2	1,280	\$1,058	\$1,894	\$2,952
	Market Rate Unit	2	1,500	\$1,058	\$2,220	\$3,278
	Required BMR 80% Unit	1	1	\$200	\$67	\$267
	Required BMR 80% Unit	2	2	\$400	\$268	\$668
	Required BMR 50% Unit	1	2	\$88	\$60	\$148
	Total					\$27,712
48G	Market Rate Unit	1	828	\$529	\$613	\$1,142
	Market Rate Unit	2	1,000	\$1,058	\$1,480	\$2,538
	Market Rate Unit	24	1,183	\$12,696	\$21,010	\$33,706
	Market Rate Unit	12	1,400	\$6,348	\$12,432	\$18,780
	Required BMR 80% Unit	3	2	\$600	\$402	\$1,002
	Required BMR 80% Unit	1	3	\$200	\$201	\$401
	Required BMR 50% Unit	1	2	\$88	\$60	\$148
	Required BMR 50% Unit	1	3	\$88	\$90	\$178
	Total					\$57,895
48H	Market Rate Unit	2	828	\$1,058	\$1,225	\$2,283
	Market Rate Unit	6	1,000	\$3,174	\$4,440	\$7,614
	Market Rate Unit	4	1,290	\$2,116	\$3,818	\$5,934
	Required BMR 80% Unit	2	2	\$400	\$268	\$668
	Total					\$16,500
48I	Market Rate Unit	10	1,183	\$5,290	\$8,754	\$14,044
	Market Rate Unit	5	1,400	\$2,645	\$5,180	\$7,825
	Required BMR 80% Unit	1	2	\$200	\$134	\$334
	Required BMR 80% Unit	1	3	\$200	\$201	\$401
	Required BMR 50% Unit	1	2	\$88	\$60	\$148
	Total					\$22,752
48J JV	Market Rate Unit	3	908	\$1,587	\$2,016	\$3,603
	Market Rate Unit	3	968	\$1,587	\$2,149	\$3,736
	Market Rate Unit	10	1,050	\$5,290	\$7,770	\$13,060
	Market Rate Unit	2	1,280	\$1,058	\$1,894	\$2,952
	Market Rate Unit	2	1,500	\$1,058	\$2,220	\$3,278
	Required BMR 80% Unit	1	1	\$200	\$67	\$267
	Required BMR 80% Unit	2	2	\$400	\$268	\$668
	Required BMR 50% Unit	1	2	\$88	\$60	\$148
	Total					\$27,712
48K JV	Market Rate Unit	10	828	\$5,290	\$6,127	\$11,417
	Market Rate Unit	21	1,000	\$11,109	\$15,540	\$26,649
	Required BMR 80% Unit	1	1.5	\$200	\$101	\$301
	Required BMR 80% Unit	3	2	\$600	\$402	\$1,002
	Required BMR 50% Unit	1	1.5	\$88	\$45	\$133
	Total					\$39,502

Sub-Block /1	Expected Land Use	Expected Number of Residential Units	Expected Sq. Ft. or Bedrooms per Unit	Total Base Special Tax (FY 2008-09)	Total Incremental Special Tax (FY 2008-09)	Expected Maximum Special Tax (FY 2008-09) /2
48L	Market Rate Unit	13	1,183	\$6,877	\$11,380	\$18,257
	Market Rate Unit	7	1,400	\$3,703	\$7,252	\$10,955
	Required BMR 80% Unit	2	2	\$400	\$268	\$668
	Required BMR 80% Unit	1	3	\$200	\$201	\$401
	Required BMR 50% Unit	1	2	\$88	\$60	\$148
	Total					\$30,429
48M	Market Rate Unit	17	1,183	\$8,993	\$14,882	\$23,875
	Market Rate Unit	8	1,400	\$4,232	\$8,288	\$12,520
	Required BMR 80% Unit	3	2	\$600	\$402	\$1,002
	Required BMR 80% Unit	1	3	\$200	\$201	\$401
	Required BMR 50% Unit	1	3	\$88	\$90	\$178
	Total					\$37,976
48N	Market Rate Unit	19	1,183	\$10,051	\$16,633	\$26,684
	Market Rate Unit	9	1,400	\$4,761	\$9,324	\$14,085
	Required BMR 80% Unit	2	2	\$400	\$268	\$668
	Required BMR 80% Unit	1	3	\$200	\$201	\$401
	Required BMR 50% Unit	1	2	\$88	\$60	\$148
	Required BMR 50% Unit	1	3	\$88	\$90	\$178
	Total					\$42,164
48O JV	Market Rate Unit	12	1,183	\$6,348	\$10,505	\$16,853
	Market Rate Unit	6	1,400	\$3,174	\$6,216	\$9,390
	Required BMR 80% Unit	1	2	\$200	\$134	\$334
	Required BMR 80% Unit	1	3	\$200	\$201	\$401
	Required BMR 50% Unit	1	2	\$88	\$60	\$148
	Total					\$27,126
49	Market Rate Unit	3	540	\$1,587	\$1,199	\$2,786
	Market Rate Unit	7	685	\$3,703	\$3,548	\$7,251
	Market Rate Unit	14	840	\$7,406	\$8,702	\$16,108
	Market Rate Unit	10	950	\$5,290	\$7,030	\$12,320
	Market Rate Unit	20	1,000	\$10,580	\$14,800	\$25,380
	Required BMR 80% Unit	1	0	\$200	\$0	\$200
	Required BMR 80% Unit	1	1	\$200	\$67	\$267
	Required BMR 80% Unit	1	1.5	\$200	\$101	\$301
	Required BMR 80% Unit	3	2	\$600	\$402	\$1,002
	Required BMR 50% Unit	1	1.5	\$88	\$45	\$133
	Required BMR 50% Unit	2	2	\$176	\$120	\$296
	Total					\$66,044
50	Market Rate Unit	4	900	\$2,116	\$2,664	\$4,780
	Market Rate Unit	14	1,063	\$7,406	\$11,013	\$18,419
	Market Rate Unit	3	1,699	\$1,587	\$3,772	\$5,359
	Required BMR 80% Unit	2	2	\$400	\$268	\$668
	Required BMR 80% Unit	1	3	\$200	\$201	\$401
	Required BMR 50% Unit	1	2	\$88	\$60	\$148
	Total					\$29,774

Sub-Block /1	Expected Land Use	Expected Number of Residential Units	Expected Sq. Ft. or Bedrooms per Unit	Total Base Special Tax (FY 2008-09)	Total Incremental Special Tax (FY 2008-09)	Expected Maximum Special Tax (FY 2008-09) /2
51	Market Rate Unit	16	660	\$8,464	\$7,814	\$16,278
	Market Rate Unit	15	808	\$7,935	\$8,969	\$16,904
	Market Rate Unit	7	873	\$3,703	\$4,522	\$8,225
	Market Rate Unit	10	1,153	\$5,290	\$8,532	\$13,822
	Market Rate Unit	2	1,240	\$1,058	\$1,835	\$2,893
	Market Rate Unit	2	1,579	\$1,058	\$2,337	\$3,395
	Required BMR 80% Unit	2	1	\$400	\$134	\$534
	Required BMR 80% Unit	2	1.5	\$400	\$201	\$601
	Required BMR 80% Unit	1	2	\$200	\$134	\$334
	Required BMR 80% Unit	1	2.5	\$200	\$168	\$368
	Required BMR 50% Unit	1	1	\$88	\$30	\$118
	Required BMR 50% Unit	1	1.5	\$88	\$45	\$133
	Required BMR 50% Unit	1	2.5	\$88	\$75	\$163
	Total					
52JV	Market Rate Unit	6	757	\$3,174	\$3,361	\$6,535
	Market Rate Unit	18	829	\$9,522	\$11,042	\$20,564
	Market Rate Unit	20	867	\$10,580	\$12,832	\$23,412
	Market Rate Unit	8	1,172	\$4,232	\$6,938	\$11,170
	Market Rate Unit	7	1,359	\$3,703	\$7,040	\$10,743
	Required BMR 80% Unit	3	1	\$600	\$201	\$801
	Required BMR 80% Unit	3	2	\$600	\$402	\$1,002
	Required BMR 80% Unit	1	3	\$200	\$201	\$401
	Required BMR 50% Unit	2	1	\$176	\$60	\$236
	Required BMR 50% Unit	2	2	\$176	\$120	\$296
	Total					
53A	Market Rate Unit	3	1,156	\$1,587	\$2,566	\$4,153
	Market Rate Unit	7	1,290	\$3,703	\$6,682	\$10,385
	Required BMR 80% Unit	1	3	\$200	\$201	\$401
	Required BMR 50% Unit	1	2	\$88	\$60	\$148
Total						\$15,088
53B	Market Rate Unit	5	687	\$2,645	\$2,542	\$5,187
	Market Rate Unit	10	692	\$5,290	\$5,121	\$10,411
	Market Rate Unit	10	925	\$5,290	\$6,845	\$12,135
	Market Rate Unit	21	1,126	\$11,109	\$17,498	\$28,607
	Market Rate Unit	5	1,262	\$2,645	\$4,669	\$7,314
	Required BMR 80% Unit	2	1	\$400	\$134	\$534
	Required BMR 80% Unit	3	2	\$600	\$402	\$1,002
	Required BMR 80% Unit	1	3	\$200	\$201	\$401
	Required BMR 50% Unit	1	1	\$88	\$30	\$118
	Required BMR 50% Unit	2	2	\$176	\$120	\$296
	Total					
53JV	Market Rate Unit	3	1,156	\$1,587	\$2,566	\$4,153
	Market Rate Unit	7	1,290	\$3,703	\$6,682	\$10,385
	Required BMR 80% Unit	1	3	\$200	\$201	\$401
	Required BMR 50% Unit	1	2	\$88	\$60	\$148
	Total					

Sub-Block /1	Expected Land Use	Expected Number of Residential Units	Expected Sq. Ft. or Bedrooms per Unit	Total Base Special Tax (FY 2008-09)	Total Incremental Special Tax (FY 2008-09)	Expected Maximum Special Tax (FY 2008-09) /2	
54	Market Rate Unit	3	757	\$1,587	\$1,681	\$3,268	
	Market Rate Unit	13	829	\$6,877	\$7,975	\$14,852	
	Market Rate Unit	14	867	\$7,406	\$8,982	\$16,388	
	Market Rate Unit	8	1,172	\$4,232	\$6,938	\$11,170	
	Market Rate Unit	8	1,359	\$4,232	\$8,045	\$12,277	
	Required BMR 80% Unit	1	1	\$200	\$67	\$267	
	Required BMR 80% Unit	2	2	\$400	\$268	\$668	
	Required BMR 50% Unit	3	1	\$264	\$90	\$354	
	Required BMR 50% Unit	2	2	\$176	\$120	\$296	
		Total					\$59,540
54JV	Market Rate Unit	3	1,156	\$1,587	\$2,566	\$4,153	
	Market Rate Unit	7	1,290	\$3,703	\$6,682	\$10,385	
	Required BMR 80% Unit	1	3	\$200	\$201	\$401	
	Required BMR 50% Unit	1	2	\$88	\$60	\$148	
		Total					\$15,088
55	Market Rate Unit	45	1,686	\$23,805	\$56,144	\$79,949	
	Market Rate Unit	11	1,829	\$5,819	\$14,888	\$20,707	
	Required BMR 80% Unit	7	3	\$1,400	\$1,407	\$2,807	
	Required BMR 50% Unit	3	3	\$264	\$270	\$534	
		Total					\$103,997
56 & 57	Market Rate Unit	7	625	\$3,703	\$3,238	\$6,941	
	Market Rate Unit	7	680	\$3,703	\$3,522	\$7,225	
	Market Rate Unit	2	740	\$1,058	\$1,095	\$2,153	
	Market Rate Unit	3	745	\$1,587	\$1,654	\$3,241	
	Market Rate Unit	5	915	\$2,645	\$3,386	\$6,031	
	Market Rate Unit	10	1,081	\$5,290	\$7,999	\$13,289	
	Market Rate Unit	20	1,100	\$10,580	\$16,280	\$26,860	
	Market Rate Unit	13	1,250	\$6,877	\$12,025	\$18,902	
	Market Rate Unit	12	1,350	\$6,348	\$11,988	\$18,336	
	Market Rate Unit	4	1,500	\$2,116	\$4,440	\$6,556	
	Required BMR 80% Unit	2	1	\$400	\$134	\$534	
	Required BMR 80% Unit	1	1.5	\$200	\$101	\$301	
	Required BMR 80% Unit	7	2	\$1,400	\$938	\$2,338	
	Required BMR 80% Unit	1	3	\$200	\$201	\$401	
	Required BMR 50% Unit	3	2	\$264	\$180	\$444	
	Required BMR 50% Unit	1	3	\$88	\$90	\$178	
		Total					\$113,729
	Agency Affordable Housing Unit		290		\$58,000		\$58,000

Total Maximum CFD Revenue, Fiscal Year 2008-09

\$1,333,302

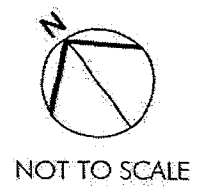
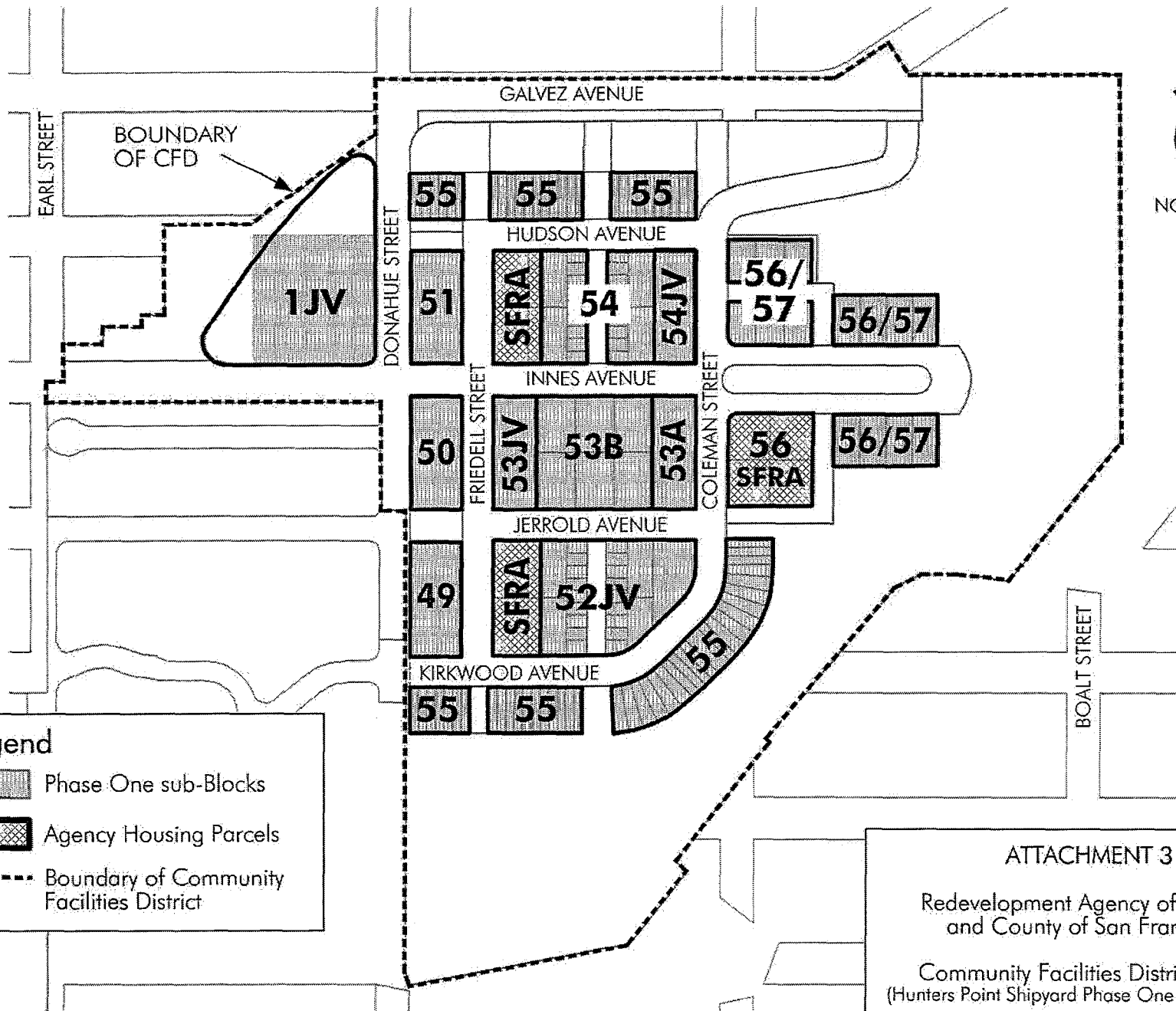
/1 See Attachment 1 for the geographic area associated with each Sub-Block.

/2 Beginning July 1, 2009 and each July 1 thereafter, the Expected Maximum Special Taxes shown above shall be increased by the lesser of (i) the percentage increase, if any, in the Consumer Price Index (San Francisco-Oakland-San Jose, all urban consumers) since the prior July 1, and (ii) five and one-half percent (5 1/2%) of the amount in effect in the prior Fiscal Year.




ATTACHMENT 3

**REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO
COMMUNITY FACILITIES DISTRICT NO. 8
(HUNTERS POINT SHIPYARD PHASE ONE MAINTENANCE)**

IDENTIFICATION OF AGENCY HOUSING PARCELS



Legend

-  Phase One sub-Blocks
-  Agency Housing Parcels
-  Boundary of Community Facilities District




ATTACHMENT 3

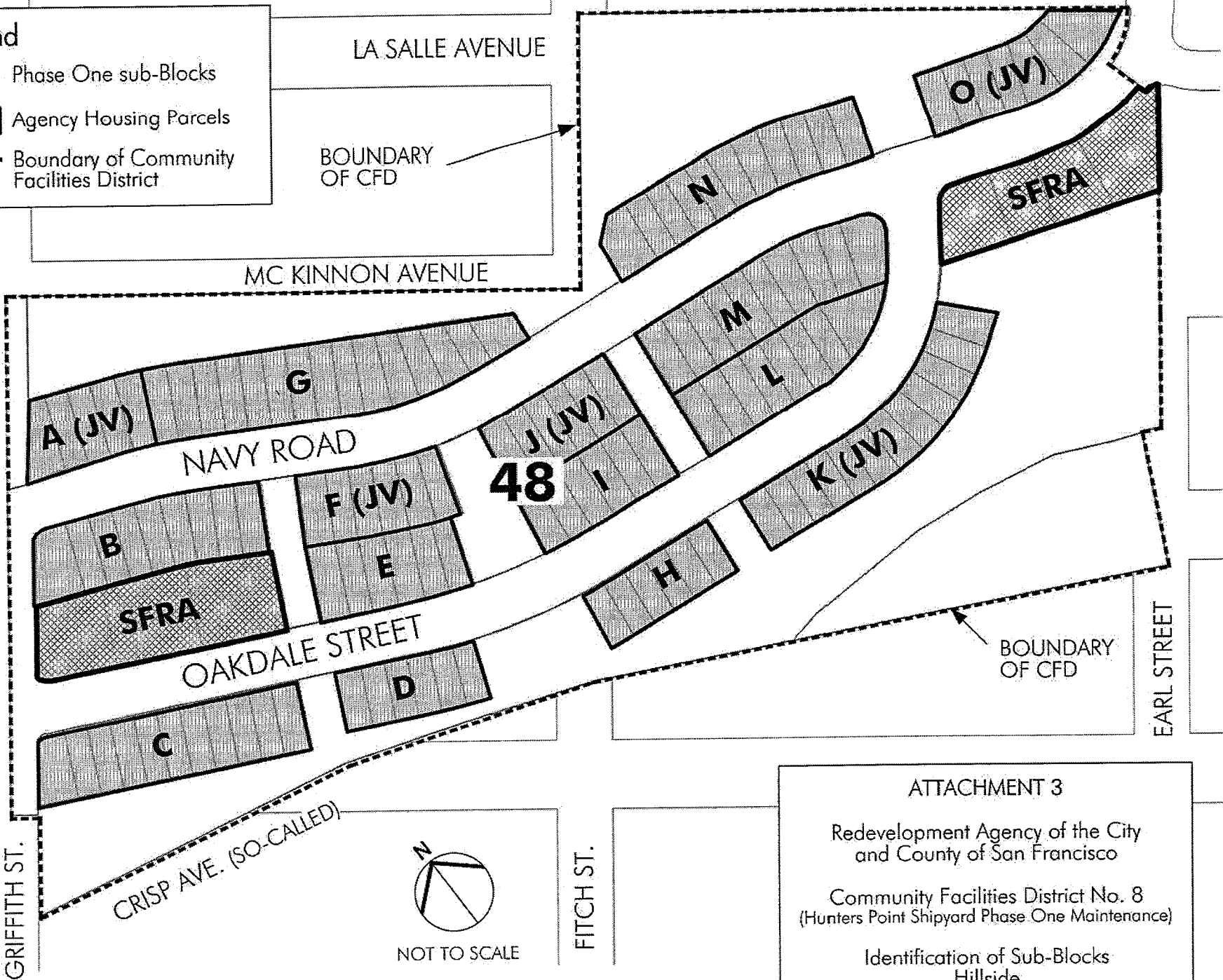
Redevelopment Agency of the City
and County of San Francisco

Community Facilities District No. 8
(Hunters Point Shipyard Phase One Maintenance)

Identification of Sub-Blocks
Hilltop

Legend

-  Phase One sub-Blocks
-  Agency Housing Parcels
-  Boundary of Community Facilities District



ATTACHMENT 3

Redevelopment Agency of the City and County of San Francisco

Community Facilities District No. 8
(Hunters Point Shipyard Phase One Maintenance)

Identification of Sub-Blocks
Hillside

**OVERSIGHT BOARD TO THE SUCCESSOR AGENCY OF THE
REDEVELOPMENT AGENCY OF THE CITY COUNTY OF SAN FRANCISCO**

RESOLUTION NO. 14-2015
Adopted November 23, 2015

**AUTHORIZING REVISIONS TO THE SUCCESSOR AGENCY'S LONG-RANGE
PROPERTY MANAGEMENT PLAN GOVERNING THE DISPOSITION OF REAL
PROPERTY UNDER REDEVELOPMENT DISSOLUTION LAW**

- WHEREAS, The Redevelopment Agency of the City and County of San Francisco, a public body (the "Former Redevelopment Agency"), was dissolved on February 1, 2012, pursuant to California Health and Safety Code Sections 34170 et seq. (the "Redevelopment Dissolution Law"); and,
- WHEREAS, As a result of dissolution, all of the Former Redevelopment Agency's non-housing assets, including all real property, were transferred to the Successor Agency to the Redevelopment Agency of the City and County of San Francisco (the "Successor Agency") (commonly known as the Office of Community Investment and Infrastructure or "OCII"), and the Successor Agency assumed all of the authority, rights, powers, duties, and obligations of the Former Redevelopment Agency that remained after its dissolution. Cal. Health & Safety Code 34173 (a)
- WHEREAS, On November 25, 2013, by Resolution No. 12-2013, the Oversight Board approved the Successor Agency's Long-Range Property Management Plan (the "2013 PMP") and the 2013 PMP was subsequently transmitted to the State Department of Finance ("DOF"), pursuant to Redevelopment Dissolution Law; and,
- WHEREAS, The 2013 PMP provided an inventory and disposition plan for all the property OCII owns or leases now or in the future in the major approved project areas (Transbay, Mission Bay, and Hunters Point Shipyard/Candlestick Point) as well as OCII's properties in expired redevelopment project areas (Yerba Buena Center, Hunters Point, South of Market, Western Addition A-2, and Golden Gateway), and elsewhere in San Francisco (the "Agency Property"); and,
- WHEREAS, Certain of the non-housing properties included in the 2013 PMP – namely Yerba Buena Gardens, the Fillmore Heritage Center, and 345 Williams – were purchased with federal urban renewal grant funds (the "CDBG Properties") under contracts approved by the U.S. Department of Housing and Urban Renewal (the "HUD Contracts"). See attached list of CDBG Properties, Exhibit A. Under the HUD Contracts, the Former Redevelopment Agency was required to use the federal funds to carry out redevelopment activities in accordance with various redevelopment plans and the federal standards for

urban renewal under Title I of the Housing Act of 1949. Upon the demise of the federal urban renewal grant program, HUD required that the Former Redevelopment Agency treat all future proceeds from the sale or lease of the CDBG Properties as program income under the federal Community Development Block Grant (“CDBG”) program; and,

WHEREAS, The Former Redevelopment Agency, and now the Successor Agency, have held the CDBG Properties for the governmental purposes described in the CDBG program (See Title 24 in the CFR, Section 570.201 (completion of urban renewal projects under Title I of the Housing Act of 1949) and Title 24 in the CFR, Section 570.800 (pre-1996 federal urban renewal regulations continue to apply to completion of urban renewal projects)) (the “CDBG Program Requirements”) and all future proceeds from the sale or lease of the CDBG Properties will be treated as program income under the CDBG Program Requirements. See Exhibit B, Western Addition Area Two Redevelopment Project Closeout Agreement; Exhibit C, Letter, H. Dishroom to D. Feinstein (August 15, 1983); and Exhibit D, Letter, M. Cremer to O. Lee (September 26, 2014); and,

WHEREAS, Pursuant to Redevelopment Dissolution Law, the 2013 PMP included information about date of acquisition, purpose of acquisition, parcel data, current value, revenue generation, environmental contamination, potential for transit-oriented development, and previous development proposals for each Agency Property. The 2013 PMP also categorized each property by one of four permissible uses: (1) retention for governmental use; (2) retention for future development; (3) disposition; or (4) use of the property to fulfill an enforceable obligation; and,

WHEREAS, DOF has completed its review of the 2013 PMP and has requested that OCII revise and update the 2013 PMP and submit a revised version to both the Oversight Board and DOF for approval (the “Revised PMP”). The Revised PMP, attached hereto as Exhibit E, includes updates to the inventory of Agency Property, given that a number of acquisitions and dispositions have occurred since 2013 and the Redevelopment Dissolution Law has been recently amended, as well as updates to future acquisition/disposition dates and corrections to property-related data such as Assessor Parcel Numbers, lot sizes, and addresses; and,

WHEREAS, The Revised PMP also includes new disposition plans for three properties: 1) the Fillmore Heritage Center Garage, (2) the Fillmore Heritage Center Commercial Parcel, and (3) 345 Williams Avenue; and,

WHEREAS, The new disposition plan for the Fillmore Heritage Center Garage Parcel is a transfer to the City and County of San Francisco (the “City”) for a governmental purpose – that is, a public parking garage – pursuant to Section 34181(a)(1) of the California Health and Safety Code. Under recent

amendments to Redevelopment Dissolution Law, the Garage Parcel meets the definition of a parking facility dedicated solely to public parking because it does not “generate revenues in excess of reasonable maintenance costs.” Section 34181 (a) (2) of the California Health and Safety Code; and,

WHEREAS, The new disposition plan for the Fillmore Heritage Center Commercial Parcel is a transfer to the City for future redevelopment pursuant to Sections 34191.5(c)(2)(A)(i)-(ii) of the California Health and Safety Code. Consistent with these Sections, the development of the Commercial Parcel was included in the Former Redevelopment Agency’s 1999-2004 and 2004-2009 Implementation Plans for the Western Addition A-2 Redevelopment Project Area. A transfer to the City will ensure: (1) that the original community development purpose for acquiring the property continues to be met and (2) that the Former Redevelopment Agency’s economic development goals for the property – that is, the development of the property as a catalyst to the successful revitalization of the lower Fillmore Street commercial corridor and the creation of employment opportunities for the community – continue to be met; and

WHEREAS, The new disposition plan for 345 Williams Avenue is a transfer to the City for future redevelopment pursuant to Section 34191.5(c)(2)(A)(i)-(ii) of the California Health and Safety Code. Transferring the site to the City will ensure (1) that the original economic development purpose for acquiring the site – that is, to develop a full-service supermarket in an underserved neighborhood – continues to be met and (2) that the objective in the City’s 2014-2015 Action Plan for CDBG activities related to the development of a new grocery store in the Bayview Hunters Point area is fulfilled; and

WHEREAS, Under Section 34191.5(c)(2)(A)(i)-(ii) of the California Health and Safety Code, the Oversight Board or DOF may require approval of a compensation agreement, as described in Section 34180(f), prior to the transfer of property that the City retains for future redevelopment activities. The compensation agreement requires the City and other taxing entities to reach agreement on payments proportionate to their share of base property taxes for the value of the property retained. In the case of the Fillmore Heritage Center Commercial Parcel and 345 Williams Avenue, the Successor Agency is recommending that the payments under the compensation agreement consist of covenants and conditions on these properties restricting their use and any future disposition to purposes consistent with the CDBG Program Requirements, and with the economic development objectives for these properties, as defined in redevelopment, five-year implementation or community plans; and

WHEREAS, Pursuant to Redevelopment Dissolution Law, OCII must have a DOF-approved PMP by January 1, 2016 to avoid the application of those provisions of Redevelopment Dissolution Law requiring DOF’s review and approval of each property disposition. After DOF’s final approval of the Revised PMP, individual implementing actions related to the Revised PMP – such as the

acquisition or disposition of property – do not require further approvals by the Oversight Board or DOF; and,

WHEREAS, The Revised PMP is required under Redevelopment Dissolution Law as part of the wind down of the activities of the Former Redevelopment Agency and, if approved by the Oversight Board and DOF, the Revised PMP is not a project under Section 15378 (b)(5) of the California Environmental Quality Act (“CEQA”) Guidelines because it is an organization or administrative activity that will not result in a direct or indirect physical change in the environment; now therefore be it

RESOLVED, That the Oversight Board hereby finds that the Revised PMP is exempt from CEQA for the reasons stated above and approves the Revised PMP, substantially in the form attached hereto as Exhibit E, for the subsequent disposition of the Agency Property; and be it further

RESOLVED, That the Oversight Board authorizes OCII, upon approval of the Revised PMP by DOF, to take all actions as needed, to the extent permitted under applicable law, to effectuate compliance with the Revised PMP.

- Exhibit A: CDBG Properties
- Exhibit B: Western Addition Area Two Redevelopment Project Closeout Agreement
- Exhibit C: Letter, H. Dishroom to D. Feinstein (August 15, 1983)
- Exhibit D: Letter, M. Cremer to O. Lee (September 26, 2014)
- Exhibit E: Revised Long-Range Property Management Plan

I hereby certify that the foregoing resolution was adopted by the Oversight Board at its meeting of November 23, 2015.



Oversight Board Secretary

CDBG Properties

Project Area	Project Name	Address	Legal Description	Acquisition Date	Titleholder:	
					Original/Current	Notes
Bayview Hunters Point	Foodsco Grocery Store	345 Williams Avenue, San Francisco, CA 94124	APN: 5423A-009	9/27/1990	Original: SFRA Current: OCII	
Western Addition	Fillmore Heritage Center Project (Garage & Commercial Parcel)	1310 Fillmore Street, San Francisco, CA	APNs: 732-032, 732-033	4/1967 - 4/1969	Original: SFRA Current: OCII	
Yerba Buena Center	All of the CB-1 land acquired under the HUD Contract	Multiple (See Projects Below)	APNs: 3706-096, 099-111, 119-124, 272, 277	4/1967 - 8/1983	Original: SFRA Current: OCII	
	Contemporary Jewish Museum (Airspace Parcels only)	736 Mission Street, San Francisco, CA 94103	APN: 3706-277	4/1967 - 12/1971	Original: SFRA Current: OCII	
	Jessie Square Garage and Mexican Museum Site	720 and 740 Mission Street, and 223 Stevenson Street, San Francisco, CA 94103	APNs: 3706-275, 277	10/1967 - 12/1971	Original: SFRA Current: OCII	
	Jessie Square Plaza	N/A	APN: 3706-277	10/1967 - 12/1971	Original: SFRA Current: OCII	
	Yerba Buena Lane	N/A	APNs: 3706-119, 120,121,122,123, 124	4/1967 - 8/1983	Original: SFRA Current: OCII	
	Marriott Hotel (land only)	55 Fourth Street, CA 94103	APNs: 3706-096,110,111	4/1967 - 8/1983	Original: SFRA Current: OCII	
	Retail Spaces fronting Yerba Buena Lane	760A - 760C Mission Street, 773B - 773H Mission Street, and 773 Market Street, San Francisco, CA 94103	APNs: 3706-99,100,103,104,105,106, 107,108,109	5/1970 - 8/1983	Original: SFRA Current: OCII	
	Four Season's Hotel Retail Parcel	757 Market Street, 20 Yerba Buena Lane, San Francisco, CA 94103	APN: 3706-272	8/1969 - 2/1973	Original: SFRA Current: OCII	
	BART Parcels	N/A	APNs: 3706-101,102	5/1971	Original: SFRA Current: OCII	
Yerba Buena Center	All of the CB-2 land acquired under the HUD Contract	Multiple (See Projects Below)	APNs: 3723-113, 114, 115, 116, 117	3/1967 - 7/1970	Original: SFRA Current: OCII & CCSF	
	Yerba Buena Gardens (open space & support facilities)	750 Howard Street, San Francisco, CA 94103	APN: 3723-115	3/1967 - 7/1970	Original: SFRA Current: OCII	
	Metreon (land only)	101 Fourth Street, San Francisco, CA 94103	APNs: 3723-114, 115	3/1967 - 7/1970	Original: SFRA Current: OCII	
	Marriott Hotel (land only)	55 Fourth Street, CA 94103	APNs: 3723-113,115, 116, 117	3/1967 - 7/1970	Original: SFRA Current: OCII	
	Yerba Buena Center for the Arts	701 Mission Street and 700 Howard Street, San Francisco, CA 94103	APN: 3723-115	3/1967 - 7/1970	Original: SFRA Current: OCII	
	East Café (B Restaurant)	720 Howard Street, San Francisco, CA 94103	APN: 3723-115	3/1967 - 7/1970	Original: SFRA Current: OCII	
	West Café (Samovar)	730 Howard Street, San Francisco, CA 94103	APN: 3723-115	3/1967 - 7/1970	Original: SFRA Current: OCII	
Yerba Buena Center	All of the CB-3 land acquired under the HUD Contract	Multiple (See Project List)	APN: 3734-091	3/1967 - 9/1970	Original: SFRA Current: CCSF	
	Children's Garden (open space, playground equipment, gardens)	N/A	APN: 3734-091	3/1967 - 9/1970	Original: SFRA Current: CCSF	OCII owns the improvements and leases the land from the City.
	Child Development Center	790 Folsom Street, San Francisco, CA 94103	APN: 3734-091	3/1967 - 9/1970	Original: SFRA Current: CCSF	OCII owns the improvements and leases the land from the City.
	Children's Creativity Museum & Carousel	221 Fourth Street, San Francisco, Ca 94103	APN: 3734-091	3/1967 - 9/1970	Original: SFRA Current: CCSF	OCII owns the improvements and leases the land from the City.
	Ice Skating & Bowling Center	750 Folsom Street, San Francisco, CA 94103	APN: 3734-091	3/1967 - 9/1970	Original: SFRA Current: CCSF	OCII owns the improvements and leases the land from the City.

**Exhibit A
CDBG Properties**

Yerba Buena Center	Sidewalk Parcels	N/A	APNs: 3751-167, 168	8/1966 - 10/1970	Original: SFRA Current: OCII	
Yerba Buena Center	Remainder Parcels	N/A	APNs: 3733-096, 098	8/1967 - 11/1967	Original: SFRA Current: OCII	
Yerba Buena Center	St. Regis Hotel (land)	125 3rd Street, San Francisco, CA 94103	APN: 3722-082	5/1967 - 2/1975	Original: SFRA Current: SF Museum Tower LLC	This property was sold but still generates PI for YBG

CLOSEOUT AGREEMENT BY AND BETWEEN THE
REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO
AND THE CITY AND COUNTY OF SAN FRANCISCO
RELATING TO THE WESTERN ADDITION AREA TWO
REDEVELOPMENT PROJECT (CALIF. R-54)

This Agreement, made and entered into this 16 day of June, 1982 by and between the Redevelopment Agency of the City and County of San Francisco (hereinafter called "Agency") and The City and County of San Francisco (hereinafter called "City"):

WITNESSETH:

WHEREAS, The Agency and the United States of America, acting by and through the Secretary of Housing and Urban Development ("Government") entered into Contract No. Calif. R-54 (LG) dated the 30th day of June, 1966 ("Contract") for the purpose of providing Federal financial assistance under Title I of the Housing Act of 1949, as amended, to carry out redevelopment activities in the Western Addition Area Two Redevelopment Project in accordance with a duly adopted Redevelopment Plan; and

WHEREAS, the redevelopment activities to be undertaken pursuant to the Contract have not been substantially completed as defined in 24 C.F.R. 58.20 (e), but an environmental review of the early financial settlement of the Program has been completed in accordance with the provisions of 24 C.F.R. 58.20 (a) and the citizen participation requirements under 24 C.F.R. 570.803 (e) (2) have been complied with; and

WHEREAS, the City has a Community Development Block Grant entitlement for fiscal Year 1982 of \$22,547,000 for which a Grant Agreement has been executed; and

WHEREAS, Community Development Block Grant regulations (24 C.F.R. Part 570) permit financial settlement of urban renewal projects prior to completion, and such regulations require a closeout agreement executed by the Agency and the City pertaining to certain remaining obligations under the Contract; and

WHEREAS, the Agency desires to use grant earned under the Contract, and unearned grant as defined in Title 24 C.F.R. Section 570.800 (c) to repay the outstanding profit temporary loan obligation for Calif. R-54 in the amount of \$10,985,000 plus interest; and

WHEREAS, there are no surplus grant funds as defined in Title 24 C.F.R. Section 570.800 (d) and

WHEREAS, a request for financial settlement of the Western Addition Area Two Redevelopment Project Calif, R-54 will be submitted to the Department of HUD by the Agency and City and

WHEREAS, in Resolution No. 417-82, adopted on JUNE 14, 1982, the Board of Supervisors of the City and County of San Francisco has authorized the Mayor to make application for financial settlement of the said Western Addition Area Two Redevelopment Program to the Department of Housing and Urban Development ("HUD");

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

- (1) All remaining undisposed properties acquired by the Agency in the redevelopment area are shown in Exhibit A hereto. All the proceeds from the sale or lease of such property after financial settlement of the Program shall be treated as program income to the Community Development Block Grant Program under the provisions of 24 C.F.R. 570.506.
- (2) Upon displacement from any property acquired or under an unconditional agreement to be acquired as part of the Program, the displacees shall be provided all benefits to which they may be entitled under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. Prior to such displacement, the maintenance of such occupied residential properties shall be substantially consistent with the property management standards which were applicable to such property prior to the financial settlement.
- (3) Any and all unearned grants made available as a result of the financial settlement will first be applied to repayment of the outstanding Project temporary loan.
- (4) The Agency and the City agree that all proceeds from the sale or lease of project area property subsequent to said financial settlement will be used to complete project activities in the Western Addition Area Two Redevelopment area to the extent that such activities constitute eligible costs under both redevelopment project and Community Development Block Grant requirements. Any land disposition proceeds not needed for completion of remaining project activities in such area will be applied to the repayment of temporary loans on the Yerba Buena Center Project Calif. R-59.
- (5) Any costs or obligations incurred in connection with the Western Addition Area Two Redevelopment Project with respect to claims which are disputed, contingent, unliquidated, or unidentified, and for the payment of which insufficient project funds have been reserved under financial settlement shall be borne by the City. Such additional expenses may be paid from Community Development Block Grant funds made available under 24 C.F.R. 570.
- (6) Obligations incurred under the Closeout Agreement for the Western Addition Area Two Redevelopment Project are made specifically subject to program management requirements of Subpart O, 24 C.F.R. 570.900 et seq., of the Rules and Regulations Governing the Use of Community Development Block Grant Funds.

(7) This Agreement may be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Agency and the City have both caused this Agreement to be duly executed on their individual behalf and the seals of each to be hereunto affixed and attested the day and year first above written.

Attest:

John L. Taylor
Clerk

CITY AND COUNTY OF SAN FRANCISCO

Dianne Feinstein
Mayor

Attest:

[Signature]
Secretary

REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO

[Signature]
Executive Director

Concurred in:
United States of America
Secretary of Housing and Urban Development

Paul R. Taylor
San Francisco Area Office

ATTACHMENT

EXHIBIT A

Page 1 of 5

REMAINING UNDISPOSED PROPERTIES
WESTERN ADDITION AREA TWO - CALIF. R-54

I. Parcels of Land (Vacant)

<u>Parcel #</u>	<u>Area (Square Feet)</u>
603-D1	19,497
609-B	4,125
726-B	108,362
774-B	6,270
779-B	25,553
779-C	15,708
1100-T	10,200
1100-D1	9,000
1128-B	6,300
677-B	27,500
677-C1	8,250
678-C2, 678-C3, 678-C1 Easement	53,269
603-E	14,474
686-G	6,250
686-H1	17,091
686-H2	4,298
707-A	27,094
707-B	22,344

EXHIBIT A

Page 2 of 5

REMAINING UNDISPOSED PROPERTIES
WESTERN ADDITION AREA TWO - CALIF. R-54I. Parcels of Land (Vacant)

<u>Parcel #</u>	<u>Area (Square Feet)</u>
708-A, 725-A,B,C and E	163,900
725-D	27,486
726-A	64,375
731-B	30,625
733-A	11,364
738-B	21,980
743-A	5,870
743-D	22,280
750-A	113,438
754-B	5,500
767-A and 767-B	56,295
768-A	23,950
774-C	22,687
1100-A	8,505
1100-E	2,580
1101-A	2,172
1102-A	1,500
1126-B	9,605
1126-C	5,156

EXHIBIT A

Page 3 of 5

REMAINING UNDISPOSED PROPERTIES
WESTERN ADDITION AREA TWO - CALIF. R-54I. Parcels of Land (Vacant)

<u>Parcel #</u>	<u>Area (Square Feet)</u>
674-C1	2,530
676-A	7,231
676-K	14,608
677-C2	3,781
677-D	6,677
714-A2	12,353
724-A1	3,169
728-J, A; E	75,068
731-A	30,079
749-C	16,471
755-A	3,280
780-E	2,535
780-H	12,375
792-D	10,227
732-A	85,937
732-B	<u>27,500</u>
TOTAL	<u>1,299,675</u>

EXHIBIT A

Page 4 of 5

REMAINING UNDISPOSED PROPERTIESWESTERN ADDITION AREA TWO - Calif. R-54II. AGENCY-OWNED PROPERTIES

<u>Parcel No.</u>	<u>Address</u>	<u>DU's</u>
724-C	1519-29 O'Farrell	6
-A (2)	1360-70 Webster	2
-A (2)	35-45 Hollis	2
728-H	1939-41 O'Farrell	2
-H	1943-45 "	2
-H	1947-49 "	2
-H	1951-53 "	2
-H	1955-57 "	2
-H	1959-61 "	2
-H	1963-65 "	2
754-C	1400 Golden Gate	1
-C	1402 " "	1
-C	1404 " "	1
-C	1405 " "	1
-C	1408 " "	1
-C	1410 " "	1
-C	1412 " "	1
1100-R	1960 Ellis	3
-H	1970 Ellis	3
1127-E (2)	1213-15 Scott	2
674-D (1)	1694-98 Sutter	5 + c
683-F	1724-28 Steiner	3
687-C	1695-97 Sutter	1 + c
728-K	1335 Pierce	1
-N	1905-07 O'Farrell	2
1126-G	1225-29 Divisadero	2 + c
1127-E (1)	1800 Eddy	4
1129-Q	1107-11 Divisadero	3
-P	1266 Turk	1
1127-E (3)	1211 Scott	1
-E (4)	1207-09 Scott	1
-K	1909-11 Ellis	2
674-C (2)	1734-38 Laguna	3
687-C (1)	1622 Laguna	1
-F	1689 Sutter	1
683-C (1)	1401-05 Gough	3
-C (3)	1402-04 Post	3
-C (4)	1405-03 Post	2

EXHIBIT A

Page 5 of 5

II. AGENCY-OWNED PROPERTIES (continued)

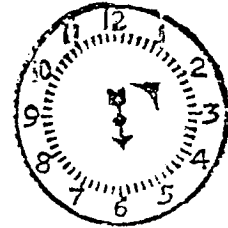
600-A	1362 Post	1
728-L	1339-41 Pierce	2
-F	1329 Pierce	6
749-F	1151 Webster	4
779-K	906 Steiner	2
1129-I	1101 Divisadero	9 + c
677-C	1956-60 Sutter	8 + c
674-C	1899 Bush	c
-F	1881 Bush	c
688-C (2)	1400 Post	1 + c
748-B	1353-67 Eddy	8
765-B	1101-23 Fillmore	31 + c
1127-F	1985 Ellis	12
-L	1917 Ellis	1
1129-0	1915-19 Eddy	3
683-D (2)	2075-89 Sutter	c
714-A (1)	1109-17 Geary	30 + c
785-A (1)	685-91 McAllister	18 + c
1101-B	1325-29 Divisadero	16 + c



San Francisco Area Office, Region IX
One Embarcadero Center, Suite 1600
San Francisco, California 94111
Office of the Area Manager

Exhibit C

AUG 15 '83 AM



RECEIVED
SAN FRANCISCO
REDEVELOPMENT AGENCY
1-1779.83-128

Honorable Dianne Feinstein
Mayor, City and County of San Francisco
City Hall, Room 200
San Francisco, CA 94102

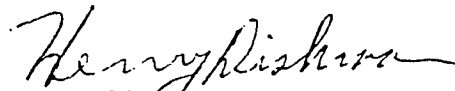
Dear Mayor Feinstein:

SUBJECT: Project No. Calif. R-59
Yerba Buena Center
Financial Settlement

This is to inform you that the Yerba Buena Center Urban Renewal Project has been financially settled. A copy of our letter to the Redevelopment Agency formally notifying it of the financial settlement, along with a copy of the executed Closeout Agreement, are enclosed for your information.

Please note that as is the case with the other urban renewal projects which have been closed out under the provisions of Section 570.803 of the Community Development Block Grant Program Regulations, all future proceeds from the sale or lease of Project land must be treated as program income under the CDBG program, and accounted for accordingly.

Sincerely,

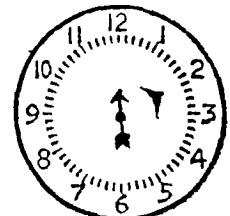

Henry Dishroom
Area Manager, 9.3S

Enclosures

cc: Mr. Wilbur W. Hamilton, Executive Director ✓
San Francisco Redevelopment Agency

Mr. James Johnson, Executive Director
Mayor's Office of Housing and Community Development

AUG 15 '83 PM



RECEIVED
CONTROLLER
SAN FRANCISCO
REDEVELOPMENT AGENCY

YERBA BUENA CENTER REDEVELOPMENT PROJECT
CLOSEOUT AGREEMENT

THIS AGREEMENT, entered into by and between the Redevelopment Agency of the City and County of San Francisco (the local public agency carrying out the project, hereafter called the "Agency") and the City and County of San Francisco (the unit of general local government in which the project is located, hereafter called the "City"),

W I T N E S S E T H

WHEREAS, the Agency and the United States of America, acting by and through the Secretary of Housing and Urban Development "HUD") entered into Contract No. Calif. R-59 (City) dated December 2, 1966 ("HUD Contract") for the purpose of providing Federal financial assistance under Title I of the Housing Act of 1949, as amended, to carry out redevelopment activities in the Yerba Buena Center Project ("Project") in accordance with a duly adopted Redevelopment Plan ("Plan"), which HUD Contract, Project and Plan have been amended from time to time; and

WHEREAS, an environmental review of the early financial settlement of the Project has been completed in accordance with the provisions of 24 CFR 58.15(a) and the citizen participation requirements under 24 CFR 570.803(e)(2) have been complied with; and

WHEREAS, Community Development Block Grant regulations (24 CFR Part 570) permit financial settlement of urban renewal projects prior to completion, and such regulations require a closeout agreement executed by the Agency and the City pertaining to certain remaining obligations under the HUD Contract; and

~~WHEREAS, the Agency desires to use any grant earned under the HUD Contract, and any unearned grant as defined in Title 24 CFR Section 570.800(c) to repay the outstanding project temporary loan obligation for Calif. R-59 in the amount of \$11,100,000 plus interest; and~~

WHEREAS, there are no surplus grant funds as defined in Title 24 CFR Section 570.800(d); and

WHEREAS, the City has a Community Development Block Grant entitlement of \$22,104,722 for Fiscal year 1983 for which a Grant agreement has been executed; and

WHEREAS, a request for financial settlement of the Yerba Buena Center Redevelopment Project Calif. R-59 has been submitted to the Department of HUD by the Agency and City; and

WHEREAS, in Resolution No. 659-83, adopted on July 25, 1983, the Board of Supervisors of the City and County of San Francisco has approved this Close Out Agreement and has authorized the Mayor to make application for financial settlement of the said Yerba Buena Center Redevelopment Project to HUD;

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

Section 1. Project Property

(a) The Project Property is composed of the parcels (some with structures thereon) described in the Project Property Inventory, attached hereto as Exhibit "A", and made a part hereof.

(b) The Project Property shall be retained for disposition by the Agency. The requirement for disposition at fair use value under Section 110(c)(4) of Title I of the Housing Act of 1949, as amended, is not applicable to the disposition of any such Project Property.

(c) Subject to applicable federal and other law and regulation, the proceeds received from the sale and/or lease of Project Property may be used to complete the Redevelopment Project and for necessary and/or appropriate economic development activities in the Project and may also be used to repay any loan (or loans) obtained by the Agency for the purpose of repayment of its Temporary Loan obligation to HUD and any loan (or loans) obtained by the Agency for the purpose of land acquisition necessary for the completion of the Project.

(d) A description of the proposed Project Completion and Economic Development Activities is shown on Exhibit B attached hereto, and made a part hereof.

Section 2. Displacement

On displacement from any above listed occupied property, the displacees shall be provided all benefits to which they may be entitled under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

No displacement of any person from occupied residential properties listed above is involved.

Section 3. Low- and Moderate-Income Housing

The low- and moderate-income housing required to be provided due to the demolition or removal of residential

structures with Project funds, pursuant to Section 105(h) of Title I of the Housing Act of 1949, as amended, have been satisfied and provided.

Section 4. Unearned Grants

Any and all unearned grants made available as a result of the financial settlement will be applied to repayment of the outstanding Project temporary loan.

Section 5. Repayment of Project Temporary Loan

The project temporary loan of \$11,100,000 due August 9, 1983 will be repaid from a portion of the proceeds of the public sale of Agency bonds, in an amount not to exceed \$29,000,000 (authorized by Board of Supervisors Resolution No. 429-83), less any unearned grant as described in Section 4. Bonds are expected to be sold not later than July 28, 1983.

Section 6. Claims

Any costs or obligations incurred in connection with the Yerba Buena Center Redevelopment Project with respect to claims which are disputed, contingent, unliquidated, or unidentified, and for the payment of which insufficient project funds have been reserved under financial settlement shall be borne by the City. Such additional expenses may be paid from Community Development Block Grant funds made available under 24 CFR 570.

Section 7. Program Management

The obligations under this Closeout Agreement are subject to the applicable Program Management requirements of 24 CFR Part 570, Subpart O.

Section 8. Special Provisions of Contract

(a) The GSA property located at 49 Fourth Street, San Francisco, California is not covered by the HUD contract but is part of the Agency and City approved Yerba Buena Center Redevelopment Project and is subject to the Agency and City approved Yerba Buena Center Redevelopment Plan as amended. Accordingly, as between the Agency and the City, the Project and the Project Property shall for purposes of Section 1, and the attached Exhibits A and B to this Agreement, include the acquisition of the GSA property by the Agency, and its disposition.

(b) Pursuant to the provisions of 24 CFR Part 58, City agrees to assume all duties of HUD under the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470 et.seq.), Executive Order 11593, and the regulations

issued pursuant thereto. Such duties are those specified in that Memorandum of Agreement of May 7, 1983, between the Advisory Council on Historic Preservation, the California State Historic Preservation Office and HUD, and in any supplemental Memorandum of Agreement or supplementary or amendatory stipulations respecting the Jessie Hotel and the Williams Building that the City, the Agency, the California State Historic Preservation Office and the Advisory Council on Historic Preservation agree to.

ATTEST:

CITY AND COUNTY OF SAN FRANCISCO

ACTING

M. B. Magnus
Clerk

John S. Kirk
Mayor

ATTEST:

REDEVELOPMENT AGENCY OF THE CITY
AND COUNTY OF SAN FRANCISCO

Peter R. Oswald
Secretary

[Signature]
Executive Director

Concurred in:
United States of America
Secretary of Housing and Urban Development

Henry Rishman
San Francisco Area Office

EXHIBIT A
PROJECT PROPERTY INVENTORY

<u>PARCEL #</u>	<u>Area (Sq. Ft.)</u>
✓ 3706-1	136,000
3750-A	130,873
✓ 3706-P	80,720
✓ 3723-A	226,875
✓ 3723-B	226,875
3751-B	36,720
3751-P	16,876
3751-Q	48,514
3751-S	18,022
3751-V	6,480
3751-H	36,720
3763-A	25,200
3707-A	31,840
3707-B	963
3722-A	32,960
3722-B	81,525

EXHIBIT B

Description of Proposed Project

Completion and Economic Development Activities

1. The CENTRAL BLOCKS 1, 2, and 3 (Between Market, Folsom, Third and Fourth Streets). (Presently under negotiation by the Agency.)

(a) On Central Block 1, the development, operation, maintenance, and security of an office building, hotel, retail and housing and related parking integrated with the development, operation, maintenance and security of open space developed with plazas, walkways and landscaping and cultural facilities;

(b) On Central Blocks 2 and 3, the development, operation, maintenance and security of retail, ARE (Amusement, Recreation, Entertainment) and parking integrated with the existing Moscone Convention Center and the development, operation, maintenance and security of open space developed with plazas, walkways, landscaping, parks, gardens, and fountains and cultural facilities on Central Block 2. The estimated commencement of the Central Blocks 1, 2, and 3 development is within 1 year with an estimated completion within 5 years thereafter.

2. East Block 2 (on Third Street south of Mission and on Mission east of Third). (Presently under negotiation by the Agency.)

The development, operation, maintenance and security of an office building, housing and related parking and retail. The estimated completion of the development is no later than three years after the completion of Central Blocks 1, 2, and 3.

3. Remaining Project Land (areas other than described in 1 and 2 above.)

This land will be disposed of as quickly as possible consistent with development of Central Blocks 1, 2, 3, East Block 2, and appropriate economic absorption standards.

4. Housing Assistance

It is anticipated that assistance to low and moderate income housing adjacent to (south and west of) the Project Area may be made available before completion of the Central Blocks 1, 2, and 3 development. An objective of such assistance will be to stabilize and thus keep available such existing low and moderate income housing.

5. Jobs and Minorities

It is estimated that the Project Completion and Economic Development Activities on Central Blocks 1, 2, 3, and East Block 2 will result in hundreds of construction jobs and 8,000 permanent jobs, of which 5,700 will be new jobs, many benefiting low and moderate income persons. Minority and women entrepreneurship in construction and post-construction will be provided for.



U.S. Department of Housing and Urban Development
San Francisco Regional Office - Region IX
600 Harrison Street
San Francisco, California 94107-1387
www.hud.gov
espanol.hud.gov

SEP 26 2014

Mr. Olson Lee
Director
Mayor's Office of Housing and Community Development
City and County of San Francisco
1 South Van Ness Avenue, 5th Floor
San Francisco, CA 94103

Dear Mr. Lee:

Subject: Results of Project-Specific Monitoring of HUD-assisted
San Francisco Redevelopment Agency (SFRDA) Projects
Subject to Compliance with Binding and Enforceable Obligations and Conditions
Under the Community Development Block Grant (CDBG) Program:
- Yerba Buena Center – Marriott, Metreon and Howard Street Projects
- Bayview Hunters Point – Food Co-op Project

As a follow-up to a recent OIG audit of the San Francisco HUD Regional Office and Los Angeles Field Office pertaining to the oversight of local Redevelopment Agency projects assisted with funding under HUD programs, our office conducted a project-specific monitoring review of the above four projects at the Mayor's Office of Housing and Community Development on August 7th and 8th, 2014. The review was completed by Rafael Cedillos, Sr. Community Planning and Development Representative. Also participating in the review was the Office of Community Investment & Infrastructure (OCII), the successor agency to the San Francisco Redevelopment Agency (SFRDA) following the State's legislative mandate requiring the dissolution of Redevelopment agencies in February 2012.

The purpose of HUD's visit was to review pertinent documents and information pertaining to the above four projects covered in the OIG's audit, which were administered by the former SFRDA and are currently administered by OCII. More specifically, we wanted to ensure that binding and enforceable obligations and conditions placed on these projects as a result of HUD funding—have been and/or are currently being adhered to in compliance with applicable Community Development Block Grant (CDBG) Program requirements.

Yerba Buena Center Projects

The Yerba Buena Center projects received \$79 Million in HUD Urban Renewal funding in 1967 directly from the Department for site acquisition purposes and the projects were completed successfully and eventually closed-out in 1983. The SFRDA retained ownership of all of the HUD-assisted acquired YBC properties until these were assumed by OCII, including the administration of all leasehold interests and generated program income.

We reviewed the HUD Urban Renewal Program Loan and Capital Grant Contract executed by HUD and SFRDA executed in December 1966 covering the Yerba Buena Center projects. In addition, we reviewed the project close-out and financial settlement Agreement executed in July 1983 by HUD and SFRDA, which allowed the proceeds received from the sale and/or lease of project property to be used for necessary and/or appropriate economic development activities in the project—defined by HUD as the operation, maintenance and security of open space, plazas, walkways, landscaping, parks, gardens, fountains, retail, hotel, office building, housing and related parking integrated with the development and Moscone Convention Center, ARE (amusement, recreation and entertainment) and cultural facilities, as applicable within each of the three segments comprising the YBC Redevelopment Project Area.

Project close-out letters from HUD Region IX Area Manager, Henry Dishroom, to Wilbur Hamilton, SFRDA Executive Director, and Mayor Dianne Feinstein, further stated that the sale or lease of project land must be treated as program income under the CDBG program and accounted for accordingly. According to MOHCD, in their discussion with the OIG in September 2013, the OIG's review of public records confirmed the SFRDA as the owner of record of the YBC project properties. These SFRDA assets have now been assumed by OCII, with the exception of APN3734/091-Moscone Convention Center South, which was transferred to the City of San Francisco in 2011.

Therefore, we focused on the review of documentation which would show the tracking of the receipt and expenditure of revenue generated by YBC project property leases, i.e., enforceable obligations. COII staff provided us with SFRDA annual general ledger reports documenting leasing income generated by YBC properties, including underground facilities, from 1992 (when leasing income was first generated) through 2013, as well as expenditures for the operation, maintenance and security of such items permitted by HUD under the Urban Renewal close-out Agreement.

We determined that the SFRDA and OCII were properly collecting, tracking and expending YBC program income generated from leasing enforceable obligations and in compliance with CDBG program income accountability requirements. Furthermore, MOHCD required program income information to be provided by OCII and formerly by SFRDA, in order to include it in the City's Annual Action Plan and annual reporting documents submitted to HUD.

Bayview Hunter's Point Food Co-op Project

The Bayview Hunter's Point Food Co-op project received \$4 Million of CDBG program income funding administered by the SFRDA in 1990, which was utilized for site acquisition by the SFRDA. Ownership of the BHPFC project site and the oversight of the lease and generated program income remained under the SFRDA since 1990, but have been assumed by OCII.

A memorandum from Edward Helfeld, SFRDA Executive Director, to the Mayor's Hunters Point Economic Development Planning Taskforce, acknowledged that \$4M in CDBG funds were approved for the BHP Food Co-op by the Mayor and Board of Supervisors in the

agency's 1990/1991 budget and on September 1990, the Redevelopment Commission approved acquisition of the site for this project.

A Memorandum of Agreement executed on January 1, 1992, between the SFRDA and MOCD officially gave the responsibility to the SFRDA for administering SFRDA generated CDBG program income. Prior to this MOA, the SFRDA as a CDBG sub-recipient, determined which projects to fund with CDBG program income, but subject to the approval from the Mayor and Board of Supervisors.

SFRDA records pertaining to the BHP Food Co-op are approximately 25 years old and have been stored in microfiche by the City. OCII researched existing records, but an agreement executed between the SFRDA and the BHP Food Co-op owner was not available. However, it's not certain that such an agreement did not exist. Given that HUD-CPD senior staff did review the BHP Food Co-op project as part of its multi-program monitoring from mid-August to mid-October 1992 (although with an emphasis on the environmental review process), the non-availability of such an agreement would likely have been flagged by HUD-CPD at the time. It's pertinent to note that HUD-CPD concluded at the time that the SFRDA's financial systems and controls were adequate to ensure accountability for continuing Urban Renewal activities and activities funded with program income that continued to be generated from Urban Renewal and CDBG funded projects. No weaknesses or deficiencies were found in accounting for program income.

OCII staff provided us with copies of SFRDA financial records, specifically, annual general ledger reports from 1990 through 2013 reflecting program income generated from the BHP Food Co-op lease of SFRDA land acquired with CDBG funds, as well as general ledger reports for two sample years, i.e., 1996 and 2008, showing expenses of CDBG program income for CDBG eligible activities. We determined that the SFRDA and OCII were properly collecting, tracking and expending BHP Food Co-op CDBG program income generated from the leasing enforceable obligation and in compliance with CDBG program income requirements.

At the monitoring exit conference held with you, members of your staff and OCII staff on August 8, 2014 at MOHCD offices—we stated that no Findings or Concerns were determined as a result of our review of the subject SFRDA projects assisted with HUD program funds. We concluded that the SFRDA retained ownership (and eventually OCII in its role as "Successor Agency") of the Yerba Buena Center properties (excluding Moscone Convention Center South) and the Bayview Hunter's Point Food Co-op property; the SFRDA and OCII have carried out leasing enforceable obligations pertaining to each of the properties to-date; and have collected, tracked and expended CDBG program income in compliance with CDBG program requirements.

Furthermore, OCII is in the process of preparing a long-range property management plan to be submitted to the State Department of Finance in November. The management plan will include any properties which are bound by enforceable obligations and should therefore be exempt from the State's disposition actions. These will include the YBC and BHPC properties which are required to comply with CDBG program income requirements.

We offered the following recommendations which were agreed to by MOHCD and OCII:

Recommendation No. 1:


- Execute an updated Memorandum of Agreement which covers the roles of responsibility of MOHCD and OCII pertaining to the administration and disposition of any and all CDBG program income generated from non-housing CDBG-assisted projects originally administered by the SFRDA (and now under OCII's oversight), including program income generated from the YBC HUD Urban Renewal projects. A listing of all such SFRDA/OCII projects which generate CDBG program income should be referenced in the MOA. A draft of the MOA has since been prepared by MOHCD and OCII and is acceptable to HUD. The MOA will need to be reviewed by the legal teams from MOHCD and OCII, before being submitted to the OCII Commission for final approval, as well as the Oversight Board.

Recommendation No. 2:

- A certification from MOHCD confirming its evaluation (based on historical records available and reasonable assumptions) that the BHP Food Co-op initially met CDBG eligibility and National Objective requirements and has continued to meet such requirements beyond the period to which the CDBG regulations' "reversion of assets" standard applies, i.e., five years after the end of the contract between SFRDA and the project owner (i.e., project completion and meeting of economic development low/mod job creation goals). The certification has been prepared by MOHCD and is acceptable to HUD.

Thank you and respective staff members from MOHCD and OCII for your cooperation and assistance during this project monitoring review. If you have any questions, please contact me at (415) 489-6572 or maria.f.cremer@hud.gov, or Rafael Cedillos, at (415) 489-6585, or rafael.a.cedillos@hud.gov.

Sincerely,



Maria Cremer
Director, Community Planning
and Development Division

cc: Benjamin McCloskey, Chief Financial Officer, MOHCD
Brian Cheu, Director of Community Development, MOHCD
Gloria Woo, Director of Compliance and Data Analysis, MOHCD
Tiffany Bohee, Executive Director, OCII
Tracie Reynolds, Development Services Manager, OCII
Denise Zermani, Senior Development Specialist, OCII
Rosa Torres, Accounting Supervisor

COMMISSION ON COMMUNITY INVESTMENT AND INFRASTRUCTURE

RESOLUTION NO. 06-2026

Adopted March 17, 2026

APPROVING A JOINT COMMUNITY FACILITIES AGREEMENT BETWEEN THE SUCCESSOR AGENCY, ACTING IN ITS CAPACITY AS COMMUNITY FACILITIES DISTRICT NO. 8, AND THE CITY AND COUNTY OF SAN FRANCISCO, ACTING THROUGH ITS RECREATION AND PARKS DEPARTMENT AND THE ARTS COMMISSION, FOR THE FUNDING OF MAINTENANCE OF THE HUNTERS POINT SHIPYARD PHASE ONE OPEN SPACE PARCELS AND PUBLIC ART, SUBJECT TO APPROPRIATION IN THE ANNUAL CFD BUDGET; HUNTERS POINT SHIPYARD REDEVELOPMENT PROJECT AREA

BASIS FOR RESOLUTION

- WHEREAS, The Board of Supervisors approved, by Ordinance No. 285-97 (Jul. 14, 1997) the Redevelopment Plan for the Hunters Point Shipyard Phase One (“**Redevelopment Plan**”); and,
- WHEREAS, The Redevelopment Plan and related Plan Documents provide for, among other things, the development of parks and designate the location of parks in areas zoned for open space; and,
- WHEREAS, To implement the Redevelopment Plan, the Redevelopment Agency of the City and County of San Francisco (“the **Former Agency**”), OCII’s predecessor in interest, and, Lennar/BVHP LLC entered the Disposition and Development Agreement Hunters Point Shipyard Phase 1, dated as of December 2, 2003 and recorded in the Official Records of the City and County of San Francisco (the “**Official Records**”) on April 5, 2005 as Document No. 2005-H932190, as amended, nine amendments (the “DDA”). Under the DDA, Lennar/BVHP LLC and its successors (the “**Master Developer**”) became obligated to develop public open spaces, parks, plazas, streetscapes fronting open space, parks and plazas and public art on land owned by the Former Agency that was designated as Open Space Parcels in the HPSY 1 Maintenance District (the “**HPSY1 Parks**”). Under the DDA, the Master Developer is obligated to construct the HPSY1 Parks and other infrastructure and OCII is obligated to reimburse the Master Developer for its costs; and,
- WHEREAS, OCII owns fee interest in the real property for all the HPSY1 Parks. Once the Master Developer completes any subset of HPSY1 Parks improvements, OCII issues a Certificate of Completion pursuant to the DDA, then accepts, manages and maintains the subject improvements; and,
- WHEREAS, The Master Developer is the lessee under an interim lease that covers HPSY 1 Parks, pursuant to which it is responsible for maintaining all improvements on these lands until OCII issues a Certificate of Completion. Upon issuance of a Certificate of Completion, the improvements and the underlying land are removed from the interim lease; and,
- WHEREAS, Some of the HPSY1 Parks within the Premises (“**Public Trust Parks**”), are subject to public trust for commerce, navigation and fisheries (“the **Public Trust**”) imposed through transactions pursuant to the Hunters Point Shipyard/Candlestick Point Title Settlement, Public Trust and Boundary Line Agreement (“the **Trust Agreement**”), authorized by Chapter 203 of the Statutes of 2009, as amended by Chapter 429 of the Statutes of 2011 (“**SB 792**”), by and between the Former Agency, the City, the Port Commission, the California State Lands Commission, and the California Department of Parks and Recreation. Pursuant to the Trust Agreement and SB 792, the Former Agency was designated the trustee for the Public Trust; and,

WHEREAS, On September 2, 2008, OCII formed, by Resolution No. 81-2008 (the “**Resolution of Formation**”), the CFD No. 8 under the Mello-Roos Community Facilities Act of 1982, Gov’t Code § 53311 *et seq.* The qualified electors of CFD No. 8 voted to create a community facilities district and authorized a special tax assessment that OCII administers to fund the maintenance of the HPSY1 Parks (called in the Resolution of Formation “Open Space Parcels”). The purpose of CFD No. 8 is to provide funding for the ongoing operation, maintenance and repair of parks, open space, streetscape elements and artwork on property described in in Exhibit A to the Resolution of Formation (Description of Services to be Financed by the CFD) The Resolution of Formation provides that CFD Funds will be used for the “operation and maintenance of the parks, pocket parks, open space, artwork and streetscape elements fronting parks, pocket parks and open space (and related services) that are: (a) located within the boundaries of Assessor's Block 4591A, Lot 76, and Assessor's Block 4591A, Lot 77; and (b) generally depicted: (i) in the "Hunters Point Shipyard Parcel A Phase 1 Open Space Schematic Design" dated September 4, 2007 ("Open Space Design"), which was prepared by Conger Moss Guillard Landscape Architecture, and approved by the San Francisco Redevelopment Agency Commission by Resolution 06-2007, dated January 16, 2007, as such Open Space Design may be amended from time to time; and (ii) on the Open Space Infrastructure Exhibit, as such Exhibit may be amended from time to time; and,

WHEREAS, Following a special election of qualified electors in CFD No. 8, CFD No. 8 levied a special tax to maintain the HPSY1 Parks as described in the Resolution of Formation. Special taxes within CFD No. 8 are levied pursuant to the methodology in the Rate and Method of Apportionment of Special Tax (the “**RMA**”), which was adopted as an exhibit to the Resolution of Formation of CFD No. 8. The Mello-Roos Community Facilities Act, the Resolution of Formation, RMA, and related documents are referred to as the “**CFD Requirements**” and the funds available from the special taxes are referred to as the “CFD Funds; and,

WHEREAS, Under Redevelopment Dissolution Law, Cal. Health & Safety Code §§ 34170 *et seq.*, OCII, as Successor Agency to the Former Agency, has assumed the Former Agency’s rights and obligations under the Redevelopment Plan, Plan Documents (as defined in the Redevelopment Plan), the Trust Agreement and SB 792 (including without limitation the trusteeship of the Public Trust), subject to certain state requirements to complete and dispose of redevelopment assets. Cal. Health & Safety Code § 34191.5. In addition, OCII, as the Successor Agency to the Former Agency, has assumed the rights and obligations of CFD No. 8. Under Ordinance No. 215-12, the City’s Board of Supervisors established the Successor Agency Commission (commonly known as the Commission on Community Investment and Infrastructure) and delegated to it the state authority to implement and complete surviving redevelopment projects; and,

WHEREAS, A Memorandum of Agreement with San Francisco Recreation & Parks Department (“RPD”), approved by OCII Resolution No. 15-2025 (May 6, 2025), for maintenance of completed HPSY1 Open Space will expire on May 31, 2026. OCII seeks to enter into an agreement to have the City, through RPD and the Arts Commission (“SFAC”), assume the maintenance obligations required under the Resolution of Formation; and,

WHEREAS, Redevelopment Dissolution Law requires OCII to dispose of the Former Agency’s real property interests. The California Department of Finance approved Oversight Board Resolution No. 14-2015 (Nov. 23, 2015), which authorized, under Section 34191.5 of the Health and Safety Code, a long range property management plan (“**PMP**”) for OCII that requires, among other things, termination of OCII’s property interests in the Open Space Parcels, but that acknowledges OCII’s continuing administration of CFD No. 8 maintenance funds as separate from the Redevelopment Dissolution Law; and,

WHEREAS, The RPD manages over 4,000 acres of recreational land, which included 181 playgrounds and play areas, 82 recreational centers and club houses, 230 neighborhood parks, serves over 880,000 San Francisco residents, and is ideally qualified to operate the Open Space Parcels; and,

WHEREAS, The SFAC conserves over 4,000 public art pieces in the Civic Art Collection, including historic monuments, memorials, gifts to the City, and contemporary works commissioned through the City's Public Art Program; and,

WHEREAS, OCII now wishes to enter into the Joint Community Facilities Agreement ("JCFA") to allow the City, acting through its RPD and SFAC, to operate and maintain certain Completed Premises Open Space Parcels, subject to the Plan Documents, and the Resolution of Formation. The JCFA will govern the management, operation, maintenance, repair, and funding of those HPSY1 Parks on which the improvements have been completed and accepted and for which a Certificate of Completion has been issued as of the date of execution and during the Term as defined below ("**the Premises**"). Those HPSY 1 Parks on which the improvements have been issued a Certificate of Completion as of the execution date are identified in Exhibit A to the JCFA (the "**Initial Premises**"). Other HPSY1 Parks may have their improvements completed and accepted and receive a Certificate of Completion during the Term (the "**Future Premises**"). The Future Premises will become a part of the Premises as they are issued a Certificate of Completion. HPSY1 Parks that may become Future Premises are identified on Exhibit A to the JFCA; and,

WHEREAS, At its March 17, 2025 meeting, the Hunters Point Shipyard Citizens Advisory Committee recommended to the Commission that it authorize the Executive Director to enter into a JCFA; and,

WHEREAS, Approval of the JCFA with RPD and SFAC is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15301 and 15304 because it authorizes the operation, repair, maintenance or minor alteration of existing facilities or topographical features with negligible or no expansion of existing uses and minor alterations to land; now, therefore, be it

RESOLVED, That the Commission authorizes the Executive Director to enter into a Joint Community Facilities Agreement, substantially in the form of Exhibit A to this Resolution, for a 66-year term to fund the maintenance of Open Space Parcels in the Hunters Point Shipyard Phase One Open Space System.

I hereby certify that the foregoing resolution was adopted by the Commission at its meeting of March 17, 2026.



Commission Secretary

Exhibit A: Joint Community Facilities Agreement with the San Francisco Recreation and Park Department and San Francisco Arts Commission.

JOINT COMMUNITY FACILITIES AGREEMENT FOR MAINTENANCE AND OPERATIONS OF HUNTERS POINT SHIPYARD PHASE ONE PARKS AND OPEN SPACES BY AND BETWEEN SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO AND THE CITY AND COUNTY OF SAN FRANCISCO

THIS JOINT COMMUNITY FACILITIES AGREEMENT FOR MAINTENANCE AND OPERATIONS OF HUNTERS POINT SHIPYARD PHASE ONE PARKS AND OPEN SPACES (“**Agreement**”) dated for reference purposes only as of [DATE], is entered into by the City and County of San Francisco (“**the City**”), acting by and through its San Francisco Arts Commission (“**SFAC**”) and its Recreation and Park Department (“**RPD**”); the Successor Agency to the Redevelopment Agency of the City and County of San Francisco, a public body organized and existing under the laws of the State of California (commonly known as the Office of Community Investment and Infrastructure or “**OCII**”) in its ordinary capacity and its capacity as Community Facilities District No. 8 (“**CFD No. 8**”) (each a “**Party**” and collectively the “**Parties**”).

RECITALS

- A. The City’s Board of Supervisors approved, by Ordinance No. 285-97 (July 14, 1997), the Redevelopment Plan for the Hunters Point Shipyard Phase One (“**the Redevelopment Plan**”).
- B. The Redevelopment Plan and Plan Documents (as defined in the Redevelopment Plan) provide for the development of parks and designate the location of parks in areas zoned for open space, among other things. The Redevelopment Plan is set to expire in late 2028.
- C. To implement the Redevelopment Plan, the Redevelopment Agency of the City and County of San Francisco (“**the Former Agency**”), OCII’s predecessor in interest, and Lennar/BVHP LLC entered the Disposition and Development Agreement Hunters Point Shipyard Phase 1, dated as of December 2, 2003 and recorded in the Official Records of the City and County of San Francisco (“**the Official Records**”) on April 5, 2005 as Document No. 2005-H932190, as amended by that certain First Amendment to Disposition and Development Agreement Hunters Point Shipyard Phase 1, dated as of April 4, 2005 and recorded in the Official Records on April 5, 2005 as Document No. 2005-H932191 (the “**First Amendment**”), and as further amended by that certain Second Amendment to Disposition and Development Agreement Hunters Point Shipyard Phase 1, dated as of October 17, 2006 and recorded in the Official Records on October 26, 2006 as Document No. 2006-I275571 (the “**Second Amendment**”), and as further amended by that certain Amendment to Attachment 10 (Schedule Of Performance For Infrastructure Development And Open Space “Build Out” Schedule Of Performance) to the Disposition And Development Agreement Hunters Point Shipyard Phase 1, dated as of August 5, 2008 and recorded in the Official Records on March 24, 2009 as Document No. 2009-I738449 (the “**Third Amendment**”), and as further amended by that certain Fourth Amendment to Disposition and Development Agreement (Hunters Point Shipyard Phase 1), dated as of August 29, 2008 and recorded in the Official Records on March 24, 2009 as Document No. 2009-I738450 (the “**Fourth Amendment**”), and as further amended by that certain Fifth Amendment to Disposition and Development Agreement (Hunters Point Shipyard Phase 1), dated as of November 3, 2009 and recorded in the Official Records on November 30, 2009 as Document No. 2009-I879123 (the “**Fifth Amendment**”), and as further amended by that certain Sixth Amendment to Disposition and Development

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Agreement (Hunters Point Shipyard Phase 1), dated as of December 19, 2012 and recorded in the Official Records on February 11, 2013 as Document No. 2013-J601488 (the “**Sixth Amendment**”), and as further amended by that certain Seventh Amendment to Disposition and Development Agreement (Hunters Point Shipyard Phase 1), dated as of August 10, 2018 and recorded in the Official Records on August 13, 2018 as Document No. 2018-K654874 (together with the Original DDA, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment and the Sixth Amendment, the “**DDA**”).

D. Under the DDA, Lennar/BVHP LLC and its successors (the “**Master Developer**”) became obligated to develop public open spaces, parks, plazas and public art on land owned by the Former Agency (and now OCII) that was designated as Open Space Parcels in the HPSY1 Maintenance District, as shown in Exhibit A (the “**HPSY1 Parks**”). Under the DDA, the Master Developer is obligated to construct the HPSY1 Parks and other infrastructure and OCII is obligated to reimburse the Master Developer for its costs with bond proceeds and special assessments authorized under the Mello-Roos Community Facilities Act of 1982, Gov’t Code § 53311 *et seq.* (“**the Mellow Roos Act**”).

E. Pursuant to the Plan Documents and the DDA, the design and development of HPSY1 Parks are obligations of the Master Developer, and the design review and approval thereof are responsibilities of OCII. The Plan Documents specify that OCII has primary design review authority, and the Master Developer is responsible for the construction of the HPSY1 Parks.

F. OCII owns the fee interest in the real property for all the HPSY1 Parks and leases the land to the Master Developer pursuant to the “**Interim Lease.**” Under the Interim Lease, the Master Developer is responsible for maintaining and managing all improvements until it completes the improvement process for a given park area. Once OCII determines, with input from the City’s Public Works Department, that the Master Developer has completed any subset of HPSY1 Parks improvements, OCII issues a Certificate of Completion pursuant to the DDA, then accepts, manages, and maintains the subject improvements.

G. On June 17, 2025, OCII and RPD entered a Memorandum of Agreement (the “**MOA**”) providing, among other things, that RPD will operate and maintain HPSY1 Parks that have received Certificate of Completion, but have not yet been conveyed to and accepted by the City. Upon final approval of this Agreement, the MOA will terminate and this Agreement will provide the City with funding for maintenance of the HPSY1 Parks.

H. The City and OCII will execute a Conveyance and Trusteeship Agreement for Maintenance and Operations of Hunters Point Shipyard Phase 1 Parks and Open Spaces (the “**Conveyance Agreement**”). Pursuant to the Conveyance Agreement, OCII will immediately convey to the City, and the City will accept, all HPSY1 Parks that have already received Certificates of Completion. Also pursuant to the Conveyance Agreement, OCII will subsequently convey to the City each additional HPSY1 Park as it receives a Certificate of Completion.

I. This Agreement will govern the management, operations, maintenance, repair and funding for the HPSY1 Parks, including those HPSY1 Parks for which OCII has issued a Certificate of Completion but remain in OCII ownership (the “**OCII HPSY1 Parks**”), which will be operated and maintained by RPD, and those that OCII has conveyed to the City pursuant to the Conveyance Agreement (the “**City HPSY1 Parks**”). The term “**Completed HPSY1 Parks**”

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includes all HPSY1 Parks that have received a Certificate of Completion, encompassing both the OCII HPSY1 Parks and the City HPSY1 Parks.

J. A subset of the HPSY1 Parks identified on Exhibit A as **the HPSY1 Trust Parks**, are subject to the common law public trust for commerce, navigation and fisheries (“**the Public Trust**”) imposed through transactions pursuant to the Hunters Point Shipyard/Candlestick Point Title Settlement, Public Trust and Boundary Line Agreement (“**the Trust Agreement**”), authorized by Chapter 203 of the Statutes of 2009, as amended by Chapter 429 of the Statutes of 2011 (“**SB 792**”), by and between the Former Agency, the City, the Port Commission, the California State Lands Commission, and the California Department of Parks and Recreation. Pursuant to the Trust Agreement and SB 792, the Former Agency was designated the trustee for the Public Trust. An HPSY1 Trust Park that has received a Certificate of Completion is a “**Completed HPSY1 Trust Park.**”

K. The DDA obligated the Former Agency to form a community facilities district to fund the long-term maintenance costs of the HPSY1 Parks. On September 2, 2008, by Resolution No. 94-2008 (“**Resolution of Formation**”), the Former Agency formed the Redevelopment Agency of the City and County of San Francisco Community Facilities District No. 8 (“**CFD No. 8**”) under the Mello-Roos Community Facilities Act of 1982, Gov’t Code § 53311 *et seq.* The purpose of CFD No. 8 is to provide funding for the ongoing operation, maintenance and repair of HPSY1 Parks, as defined in the DDA and in Exhibit A (Description of Services to be Financed by the District) of the Resolution of Formation. Following a special election of qualified electors in CFD No. 8, CFD No. 8 levied a special tax to maintain the HPSY1 Parks as described in the Resolution of Formation. Special taxes within CFD No. 8 are levied pursuant to the methodology in the Rate and Method of Apportionment of Special Tax (the “**RMA**”), which was adopted as an exhibit to the Resolution of Formation of CFD No. 8. The Mello-Roos Community Facilities Act, the Resolution of Formation, RMA, and related documents are referred to as the “**CFD Requirements.**”

L. CFD No. 8 funds will remain available to cover park operation, maintenance and repair costs, as well as public artwork maintenance, conservation and reports costs, in perpetuity; provided, however, such funds are available only to the extent consistent with the CFD Requirements; and provided further that the CFD No.8 funding is not expected to be sufficient in the future to cover all such operation, maintenance and repair costs.

M. OCII, as the CFD No. 8 administrator, has the obligation to cause the HPSY1 Parks, including the public artworks therein, to be operated, maintained and repaired in good order, condition and repair. OCII may receive additional funding directly from developers and other parties (“**Other OCII Funds**”) to supplement the CFD No. 8 funding.

N. On February 1, 2012, the State of California dissolved the Former Agency. Under Redevelopment Dissolution Law, Cal. Health & Safety Code §§ 34170 *et seq.*, OCII, as successor to the Former Agency, has assumed the Former Agency’s rights and obligations under the Redevelopment Plans, Plan Documents, the Trust Agreement and SB 792, subject to certain state requirements to complete enforceable obligations and dispose of redevelopment assets. Cal. Health & Safety Code § 34191.5. Under Ordinance No. 215-12, the City’s Board of Supervisors established the **Successor Agency Commission** and delegated to it the state authority to implement and complete surviving redevelopment projects. The California Department of Finance (“**DOF**”) finally and conclusively determined that the DDA was an

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enforceable obligation of OCII. In general, OCII's implementation of CFD Requirements is not subject to DOF review so long as OCII is acting under the CFD Requirements and is only using CFD funds.

O. RPD manages over 4,000 acres of recreational land, which includes 181 playgrounds and play areas, 82 recreation centers and club houses, 230 neighborhood parks, and serves over 840,000 San Francisco residents. RPD's long-term commitment, values, mission, ties with community partners, and broad reach make it the ideal party to operate the HPSY1 Parks.

P. SFAC, established by City Charter in 1932, is responsible for San Francisco's Civic Art Collection, which includes over 4,000 artworks. As the agency with jurisdiction over all art belonging to the City and charged with the preservation and care of artwork in the Civic Art Collection, SFAC is the appropriate party to assume responsibility for the eight public artworks in the HPSY 1 Parks that are identified on Exhibit B and are to be accessioned into the Civic Art Collection (the "**SFAC Public Artworks**"). For purposes of this Agreement, references to the HPSY1 Parks or an individual HPSY1 Park, or any variant thereof, includes any SFAC Public Artworks therein, unless the context requires otherwise.

Q. The parties now wish to enter into this Agreement to describe how funds will be distributed from CFD No. 8 to fulfill the requirements under the CFD Requirements for operation, maintenance, and repair of Open Space Parcels, as defined therein, and to allow RPD to operate and maintain the HPSY1 Parks and SFAC to maintain and conserve SFAC Public Artworks therein in a coordinated and integrated manner as described in this Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

AGREEMENT

1. RECITALS

The foregoing recitals are true and correct and are incorporated herein by this reference.

2. HPSY1 PARKS COVERED BY THIS AGREEMENT

2.1 Scope of Management Responsibility.

- a. Pursuant to the Conveyance Agreement, OCII will immediately upon that Agreement's Effective Date convey to the City all OCII HPSY1 Parks that have already received a Certificate of Completion.
- b. As each further HPSY1 Park receives a Certificate of Completion and becomes, prior to acceptance by the City, an OCII HPSY1 Park as defined above, it will be subject to this Agreement without further action by the Parties.
- c. As each OCII HPSY1 Parks is conveyed into City ownership pursuant to the Conveyance Agreement, it will become a City HPSY1 Park and will remain subject to the provisions of this Agreement with no break or alteration in RPD or SFAC's obligations hereunder.

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3. EFFECTIVE DATE; TERM

3.1 Effective Date. The “**Effective Date**” of this Agreement is the date when it is fully executed and approved by the Successor Agency Commission, San Francisco Arts Commission, the RPD Commission, and City’s Board of Supervisors.

3.2 Term. The term of this Agreement begins on the Effective Date and continues until the date sixty-six (66) years from the Effective Date, unless earlier terminated under this Agreement.

3.3 Early Termination. SFAC, RPD, or, prior to conveyance of the final Completed HPSY1 Park, OCII may initiate a proposed termination of this Agreement by providing notice to the other parties by December 31 of any given year, which termination will be effective on the June 30th that is no earlier than 18 months after such notice. Upon receipt of such notice, the parties agree to meet and confer for not less than 120 days to see if they can agree upon any amendments to this Agreement or if they agree upon the terms and conditions of any termination of this Agreement. Any termination must be in writing, and will be subject to the prior approval of the Arts Commission, the RPD Commission, and the Successor Agency Commission, each in their sole discretion; provided, if at least one Commission approves a termination and at least one of the other Commissions does not, the party seeking termination may effectuate a termination upon the prior approval of the Board of Supervisors by resolution, and subject to such terms and conditions as may be determined by the Board as a policy matter. Termination of this Agreement shall not imply or effect the termination of the Conveyance Agreement. Upon any termination of this Agreement, RPD will be responsible for funding and performing all maintenance and operations relating to the City HPSY1 Parks.

4. CITY RESPONSIBILITIES; CFD FUNDING

4.1 Management Responsibility of RPD and SFAC. RPD will maintain and operate the Completed HPSY1 Parks and, within the Completed HPSY1 Parks, the Nautical Swing and Gigantry public art pieces. SFAC will conserve and maintain the SFAC Public Artworks as identified in Exhibit B within the Completed HPSY1 Parks. RPD and SFAC’s maintenance, management, conservation, and operation of the parks and artworks shall be consistent with the standards of operations and maintenance for other parks and artworks throughout the City, this Agreement, the Redevelopment Plan and Plan Documents until they expire, the CFD Requirements, and the Operations Plan, subject to available funding from CFD No. 8, the Other OCII Funds, and City sources.

4.2 Management Services; Operations Plan. RPD shall provide comprehensive park and facility management services, including landscape, janitorial, general maintenance, and City park code enforcement, to manage the Completed HPSY1 Parks for public use and enjoyment, as generally described herein and, consistent with the CFD Requirements, including its Description of Services to be Financed by the CFD in Exhibit A. To the extent allowed under the Park Codes, the Operations Plan may include rules and regulations governing the public’s use of the HPSY1 Parks, or RPD may instead rely on the rules and regulations in the City’s Park Codes, subject to consistency

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with the CFD Requirements, Redevelopment Plan and Plan Documents until their expiration.

- a. RPD staff shall create an operations and program plan for all of the HPSY1 Parks (the “**Operations Plan**”), subject to review and approval by OCII acting as CFD No. 8.
- b. RPD and OCII staff will meet annually (in January), or such other period as requested by either RPD or OCII, to review and update the Operations Plan as needed.
- c. For so long as CFD No. 8 exists, OCII, as the CFD No. 8, will review and approve the Operations Plan for the HPSY1 Parks, subject to the availability of CFD No. 8 funds to implement the Operations Plan, after deducting its administrative costs.
- d. RPD will be responsible for appropriate Park Code enforcement through its Park Ranger division, and the procurement of and payment for any required utilities, for the HPSY1 Parks

4.3 Public Trust Requirements. Those Completed HPSY1 Trust Parks are subject to (1) the Public Trust; (2) Sections 13 and 15 of SB 792, (3) the statutory trust imposed by the Burton Act (Chapter 133, Statutes of 1968, as amended), and any additional restrictions on use and alienability created by the Agreement Relating to Transfer of the State of California to the City and County of San Francisco dated January 24th 1969 and recorded at Book B308, Page 686 of the Official Records; and (4) statutes applying generally to all political subdivisions of the state that have been granted Public Trust lands by the State including without limitation Public Resources Code section 6306 (together, the “**Public Trust Requirements**”). RPD agrees to operate the Completed HPSY1 Trust Parks in compliance with the Public Trust Requirements.

4.4 Trust Revenues. RPD hereby acknowledges and agrees that the Public Trust Requirements include restrictions and requirements relating to revenues arising from the Completed HPSY1 Trust Parks. While RPD anticipates that the cost of operating and maintaining the Completed HPSY1 Trust Parks will significantly exceed any revenues received from the Completed HPSY1 Trust Parks, RPD shall comply with such restrictions and requirements, including without limitation:

- a. All revenues received from the Completed HPSY1 Trust Parks administered or collected by RPD will be expended only for those uses and purposes consistent with the Public Trust Requirements.
- b. All funds received or generated from the Completed HPSY1 Trust Parks will be segregated in separate accounts from non-trust received or generated funds.
- c. As required by the State Lands Commission, RPD will file with the State Lands Commission a detailed statement of all revenues and expenditures relating to

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its management of the Completed HPSY1 Trust Parks, including obligations incurred but not yet paid, covering the fiscal year preceding submission of the statement.

4.5 RPD hereby acknowledges and agrees that the Public Trust Requirements apply to the Completed HPSY1 Trust Parks independently of this Agreement and will continue to apply to City HPSY1 Trust Parks following any termination of this Agreement.

4.6 No Limitation of Charter, Departmental, or OCII Authority. Nothing in this Agreement is intended to limit the authority of OCII under the Plan Documents or CFD No. 8 or limit the Charter authority or regulatory authority of any City department as it relates to the HPSY1 Parks, including the authority of the City's Police, Fire, San Francisco Municipal Transportation Authority, SFPUC, Arts, Planning, Department of Building Inspection, and PW departments.

4.7 Annual Budgets. RPD and SFAC shall each on February 1 of each year submit to OCII budgets for their respective maintenance and operations duties under this Agreement (each an "O&M Budget") and shall seek annual budget authorizations and, on a reimbursement basis, seek funding from CFD No. 8. O&M Budgets must have sufficient detail including staffing, contracts, utilities, material, supplies and equipment. Hourly rates to be included in O&M Budgets will be based on salary and mandatory fringe benefits. Actual labor charges submitted as part of RPD billing must be supported by a City Labor Distribution Report or similar payroll report to verify the actual cost of employee salary and fringe benefits. Labor charges submitted must not be based on estimated full time employee(s), a budgeted amount, or any percentage allocation that is not reviewed and approved in advance by OCII.

4.8 CFD Approval of Budgets.

- a. For so long as CFD No. 8 exists, the Successor Agency Commission, acting as the legislative body of CFD No. 8, will approve, in its sole discretion, the O&M Budgets, subject to appropriation in the CFD annual budget and the CFD No. 8 funds available to implement the O&M Budgets.
- b. The parties agree to work together in good faith to maximize available funding from CFD No. 8. OCII may provide Other OCII Funds to meet the O&M Budgets, subject to OCII's discretion and/or any legal or contractual constraints applicable to those funding sources. If CFD No. 8 annual revenue, reserves, and those Other OCII Funds that OCII makes available are together not sufficient to meet the O&M Budgets and OCII's reasonable administrative costs, OCII shall first use its reasonable discretion to allocate the available CFD No. 8 funds
- c. The parties may additionally seek supplemental funds from the City. RPD and SFAC may, jointly or separately, submit their respective O&M Budgets to the Mayor's Office and request sufficient funds to cover the shortfall, consistent with the CFD Requirements. Nothing in this Agreement may be construed as requiring or authorizing OCII to use property tax revenues (formerly tax increment) or other funds to fund the maintenance of the HPSY1 Parks. Nothing in this Agreement requires OCII or the City departments to spend funds that have not been appropriated for the HPSY1 Parks in their annual budgets.

EXHIBIT A

4.9 Coordination of Operation and Management. RPD and SFAC, in consultation with OCII acting as CFD No. 8, will meet and confer from time to time at the request of any of the parties, to coordinate efforts, and address any operational, maintenance or repair issues. Each department will designate a contact person for such matters. The initial contact persons are: for RPD, Director of Operations; for SFAC, the Civic Art Collection and Public Art Program Director; and for OCII, Deputy Executive Director of Projects and Programs.

4.10 Billing Procedures. RPD and SFAC will submit invoices to OCII on a quarterly basis within thirty days after the end of each quarter, not to exceed the amount in the annual CFD budget. The invoices will include an actual budget accounting of expenses, describe the services provided, and include sufficient information to determine the methodology used to determine the costs. OCII staff will review and approve these invoices for payment. Reimbursement will occur no later than thirty days after a completed reimbursement request is submitted by RPD or SFAC.

4.7 4.11 Maintenance Responsibility Transfer. RPD may transfer to another entity any and all maintenance responsibilities from time to time, with the consent of the Successor Agency Commission as the CFD No. 8 and RPD Commission, and any such transfer shall result in a corresponding change to the Operations Plan and RPD's O&M Budget. Any such transfer shall be in writing, and RPD, in consultation with the Controller and the Mayor's Budget Director, will work with CFD No. 8 to ensure that the CFD No. 8 Funds are allocated in accordance with the Operations Plan and O&M Budget.

5. CONTROLLER CERTIFICATION OF FUNDS

Nothing in this Agreement requires a City department or OCII to incur costs or expend funds that are not included in its annual budget, as approved by the City's Board of Supervisors and Mayor or, in the case of OCII, the annual CFD No. 8 budget approved by the Successor Agency Commission. This Agreement is subject to the budgetary and fiscal provisions of City's Charter consistent with the CFD Requirements. Notwithstanding anything to the contrary contained in this Agreement, there will be no obligation for the payment or expenditure of money by City unless the Controller first certifies, under Section 3.105 of City's Charter, that there is a valid appropriation from which the expenditure may be made and that unencumbered funds are available from the appropriation to pay the expenditure.

6. SIGNAGE

RPD will install park signage according to standard RPD specifications and designs, that is consistent with the Redevelopment Plan, so long as it is in effect.

7. PERMITTED USES; CONTRACTING

7.1 Permitted Uses. The Completed HPSY1 Parks will be used for parks and open spaces, consistent with the Redevelopment Plan and Plan Documents until their expiration, the CFD Requirements and, within the Completed HPSY1 Public Trust Parks, with the Public Trust Requirements, as further described in the Operations Plan (the "Permitted Uses"). RPD will use best efforts to ensure that all of the Completed HPSY1

EXHIBIT A

Parks are used for the Permitted Uses at all times. Any change to the Permitted Uses must be approved by both RPD and OCII.

7.2 Entry. RPD and SFAC may enter the OCII HPSY1 Parks at any reasonable time and, except in the event of an emergency, with reasonable advance notice to the managing department, for inspection, inventory or maintenance and repairs, and when otherwise reasonably necessary for the protection of its interests. Such entry will be conducted in a manner that reasonably limits any impact on the Permitted Uses.

7.3 Merchandise, Sales and Concessions. Subject to the Public Trust Requirements (for the Completed HPSY1 Public Trust Parks) and any limitations or requirements set forth in the Operations Plan, the Parks Code and any regulation specific to the Completed HPSY1 Parks, RPD and SFAC may (1) sell branded and other program-related merchandise at the Completed HPSY1 Parks to promote its own organization and fundraising for the Completed HPSY1 Parks, (2) allow sales and concessions, and (3) host special events.

7.4 Contracts. RPD and SFAC will each be responsible for entering into contracts, leases and permits on the portion of the Completed HPSY1 Parks that it maintains under this Agreement, in accordance with its standard contracting processes, the Public Trust Requirements for the Completed HPSY1 Public Trust Parks, and other applicable law.

8. RESTRICTIONS ON USE; COMPLIANCE WITH LAW

8.1 Compliance with Agreements and Law. RPD and SFAC shall not use or permit the Completed HPSY1 Parks to be used in a manner that violates this Agreement, the Redevelopment Plan and Plan Documents so long as they are in effect, the Public Trust Requirements within the Completed HPSY1 Trust Parks, applicable Municipal Codes including the City's Park Code (collectively, the "**Park Codes**") or other applicable laws, or that would materially interfere with the primary purposes of public access to the HPSY1 Parks.

Prohibited Activities. **Except as otherwise required for park maintenance or as described in the Operations Plan, SFAC and RPD will not: (i) allow overnight camping at the Completed HPSY1 Parks; (ii) conduct or allow activities that would unreasonably prevent or materially impede public access to Completed HPSY1 Parks; or (iii) allow any After Hours Permit without ensuring that appropriate community outreach has been conducted.**

8.2 Hazardous Materials; Indemnity. Each party will comply with, and will ensure that its contractors comply with, the requirements of that certain Article 31 Ordinance #303-04 adopted by the Board of Supervisors in 2004 and amended in 2010 (Ordinance #204-10), covering among other properties, the HPSY1 Parks as it relates to any of their activities which may disturb 50 cubic yards of soil or greater. SFAC and RPD will promptly notify the other and OCII if there is a disturbance of 50 cubic yards of soil or greater, in or around the HPSY1 Parks. SFAC and RPD will promptly notify the other and OCII if there is a release of any Hazardous Substance, as defined below, in or around the HPSY1 Parks. SFAC and RPD will cooperate in any action against the party responsible for the release. The City shall Indemnify (as defined in Section 9) OCII and its Agents from any Claims (as defined in Section 9) resulting from any spilling, leaking,

EXHIBIT A

pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing of Hazardous Substance, into the environment (“**Release**”) or threatened Release of a Hazardous Substance provided, however, that the City shall have no liability, nor any obligation to Indemnify any person for any such Claim resulting from the negligence or willful or other actionable misconduct of OCII or its agents, employees, officers, contractors, or invitees. “**Hazardous Substance**” shall have the meaning defined in the DDA.

INDEMNITY AND INSURANCE

8.3 City Indemnity. City will indemnify, defend, and hold harmless from (“Indemnify”), and, if requested, shall defend OCII and its Agents from and against any and all claims, losses, damages, costs, and expenses, including reasonable attorneys’ fees (collectively, “Claims”), incurred as a result of any of the following occurring from and after the Effective Date: (a) any injury to or death of any person including City employees, or damage to or destruction of any property occurring in, on or about HPSY1 Parks, or any part thereof, from any cause whatsoever, (b) City’s use of the HPSY1 Parks that City manages pursuant to this Agreement, or (c) any acts or omissions of City or its Agents in, on, or about the HPSY1 Parks that City manages pursuant to this Agreement; provided, however, that this indemnity shall exclude claims, liability, damage or loss resulting from the sole negligence or willful misconduct of OCII or its Agents, but only to the extent contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on, City, its Agents or invitees.

In addition to City’s obligation to indemnify OCII, City specifically acknowledges and agrees that it has an immediate and independent obligation to defend OCII from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent. The City’s obligation to defend shall arise at the time such claim is tendered to City by OCII and shall continue at all times thereafter. The foregoing indemnity obligation of the City shall include without limitation, indemnification from all loss and liability, including attorney’s fees, court costs and all other litigation expenses. This indemnification by City shall begin from the first notice that any claim or demand is or may be made.

The term “**Agents**” when used with respect to either party includes the agents, employees, officers, and contractors of the party. In any action or proceeding brought against OCII or its Agents because of a Claim Indemnified by City under this Section, at its sole option, City may elect to defend the Claim by attorneys in City’s Office of the City Attorney, by other attorneys selected by City, or both. City will have the right to control the defense and to determine the settlement or compromise of any action or proceeding, provided that OCII will have the right, but not the obligation, to participate in the defense of the Claim at its sole cost. City’s obligations under this Section will survive the termination of this Agreement.

8.4 City Department Responsibility. In the event of a Claim for which the City Indemnifies OCII pursuant to Section 9.1, SFAC and RPD will cooperate in defending such action. If the Claim is caused by the negligence of a particular City department, then that City department will be responsible for any City liability. If the injury is not caused by the negligence of a City department, then the City department with

EXHIBIT A

management responsibilities for the HPSY1 Park or SFAC Public Artwork where the Claim arose will have responsibility for any resulting City liability.

RPD and SFAC Self-Insurance. The parties acknowledge and agree that RPD and SFAC self-insures for general liability, automobile liability and workers' compensation and that such self-insurance shall cover any losses, claims or damages incurred by RPD and/or SFAC directly or indirectly arising out of or connected with this Agreement, and any RPD and/or SFAC's activities under this Agreement, excluding the willful misconduct or gross negligence of the person or entity seeking to be defended, indemnified or held harmless. However, at its sole discretion, RPD and/or SFAC may purchase a policy of insurance to cover against any potential exposure to loss under this Agreement.

9. DESIGN AND DEVELOPMENT OF FUTURE HPSY1 PARKS.

The term “**Future HPSY1 Parks**” includes, as shown in Exhibit A, Hilltop Parks that as of the date of the Agreement have not received a Certificate of Completion and all Hillside Parks. All Hillside Parks have received Schematic Design approval from the OCII Commission (Resolution ____). RPD shall review the Schematic Designs and construction drawing for all Hillside Parks to ensure the designs will allow for efficient operations of the Hillside Parks and the materials being used are of a quality and standard acceptable to RPD. RPD will review all construction drawings in a timely manner so as not to delay the construction of the Hillside Parks. Nothing herein shall amend or adversely affect OCII's authority and obligations, including without limitation financial obligations, under the Plan Documents or DDA.

10. TERMINATION OF MOA

Pursuant to Section 7 of the MOA, this Agreement shall supersede, replace, and terminate the MOA as of the Effective Date of this Agreement, except that the “Approved Budget” described in Section 3 of the MOA shall remain in effect through its stated term or until modified by the Parties.

DISPUTE RESOLUTION

10.1 If a dispute between or among OCII, RPD, and SFAC arises under this Agreement, the contact person for the affected agency shall in good faith meet with the others to resolve the dispute. If the contact persons are not able to resolve the dispute, resolution of the matter will be referred to the head of each affected agency. If the agency heads are unable to resolve the dispute, the matter will be referred to the Mayor's Office for resolution by the Mayor or his or her designee.

10.2 Neither this Section 12 nor compliance therewith shall waive any party's right, upon completion of the process set out in Section 12.1, to seek any remedy available at law or equity.

11. NOTICE

Any notice given under this Agreement shall be effective only if in writing and given by delivering the notice in person or by sending it first-class mail or certified mail with a return receipt requested or by overnight courier return receipt requested, with postage prepaid, at the

EXHIBIT A

following addresses, or at such other addresses as the agencies listed below may designate by notice as their new address:

Address for SFAC: SFAC
San Francisco Arts
Commission
401 Van Ness Avenue
San Francisco, CA 94102

Telephone No: (415) 252-2266

Address for RPD: General Manager
San Francisco Recreation
and Park Department
McLaren Lodge
San Francisco, CA 94117

Telephone No: (415) 831-2700

Address for OCII: Executive Director
1 South Van Ness, 5th Floor
San Francisco, CA 94103

Telephone No: (628) 652-8500

Any notice hereunder shall be deemed to have been given two (2) days after the date when it is mailed if sent by first-class or certified mail, one day after the date it is mailed, if sent by overnight courier, or upon the date personal delivery is made. For convenience of the parties, copies of notices may also be given by email or telephone to the address or numbers set forth above or such other address or number as may be provided from time to time; however, no party may give official or binding notice by email, telephone or facsimile.

12. MISCELLANEOUS

12.1 This Agreement (including attached exhibits) contains the entire understanding between the parties with respect to the subject matter hereof.

12.2 The provisions of this Agreement are for the exclusive benefit of the City departments and OCII, and not for the benefit of, nor give rise to any claim or cause of action by, any other person. This Agreement shall not be deemed to have conferred any rights upon any person except the signatories to this Agreement.

12.3 All approvals under this Agreement and any agreements contemplated hereby may be given by the OCII Executive Director, RPD General Manager, and SFAC Director of Cultural Affairs, or their respective designees, except as otherwise specified herein or in the City Charter, the City's Municipal Code, or other applicable law.

EXHIBIT A

12.4 This Agreement may be amended only by a signed writing of OCII, RPD, and SFAC, which must be approved by the Successor Agency Commission and the City departments' commissions.

12.5 Any failure or delay by any Party in asserting any of its rights or remedies, including specific performance, as to any claim arising from his Agreement shall not operate as a waiver of any default or of any such rights or remedies or deprive that Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

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

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation operating by and through the SAN FRANCISCO ARTS COMMISSION

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation operating by and through the SAN FRANCISCO RECREATION AND PARK DEPARTMENT

By: ____

RALPH REMINGTON
Director of Cultural Affairs

PHIL GINSBURG
General Manager

San Francisco Arts Commission

San Francisco Recreation and Park Department

Date Signed: _____

Date Signed: _____

San Francisco Arts Commission
Resolution No. _____

San Francisco Recreation and Park Department
Resolution No. _____

Approved by San Francisco Board of Supervisors
Resolution No. _____

REVIEWED:
DAVID CHIU, City Attorney

EXHIBIT A

By: _____
Elizabeth A. Dietrich
Deputy City Attorney

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, commonly known as the OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE, a public body organized and existing under the laws of the State of California in its ordinary capacity and in its capacity as trustee of the public trust and acting under its authority as Community Facilities District No. 5

By: _____
Thurston (Thor) Kaslofsky
Executive Director
San Francisco Office of
Community Investment and
Infrastructure

Date Signed: _____
[Successor Agency Commission Resolution No.

_____]

Approved as to form for the Office of Community Investment and Infrastructure:

By: _____
James B. Morales
OCII General Counsel

EXHIBIT A

EXHIBIT A




MAP OF HPSY1 PARKS

Including Future HPSY1 Parks, HPSY1 Trust Parks and Completed HPSY1 Parks



Hunters Point Shipyard Phase1 Hillside & Hilltop Parks

FOR INFORMATIONAL PURPOSES ONLY

-  Hillside Boundary per Final Map 5255
-  Hilltop Boundary per Final Map 4231
-  HPS Trust Limits

-  Initial Park Premises
-  Future Park Premises

-  Hilltop Pocket Parks 9-16
-  Hillside Pocket Parks 1-8



EXHIBIT A

EXHIBIT B SFAC PUBLIC ARTWORKS

The public artworks within the HPSY1 Parks that are to be transferred to the San Francisco Arts Commission and accessioned into the City's Civic Art Collection are the following:

1. Stream of Consciousness, by Heidi Hardin with Colette Crutcher and Michael Azgour (2013)
2. Bayview Horn, by Jerry Ross Barrish (2015)
3. Butterfly Girl, by Jason Webster (2015)
4. Flotilla, by Eric Powell (2015)
5. Frame, by Mildred Howard (2015)
6. Hale Konon, Jessica Kay Bodner (2015)
7. Refrain, Walter Hood (2015)
8. Visions from the Past/Visions for the Future, by Marion Coleman (2015)

Shipyard Phase 1 Public Artwork



1
The Bayview Horn
by Jerry Barrish



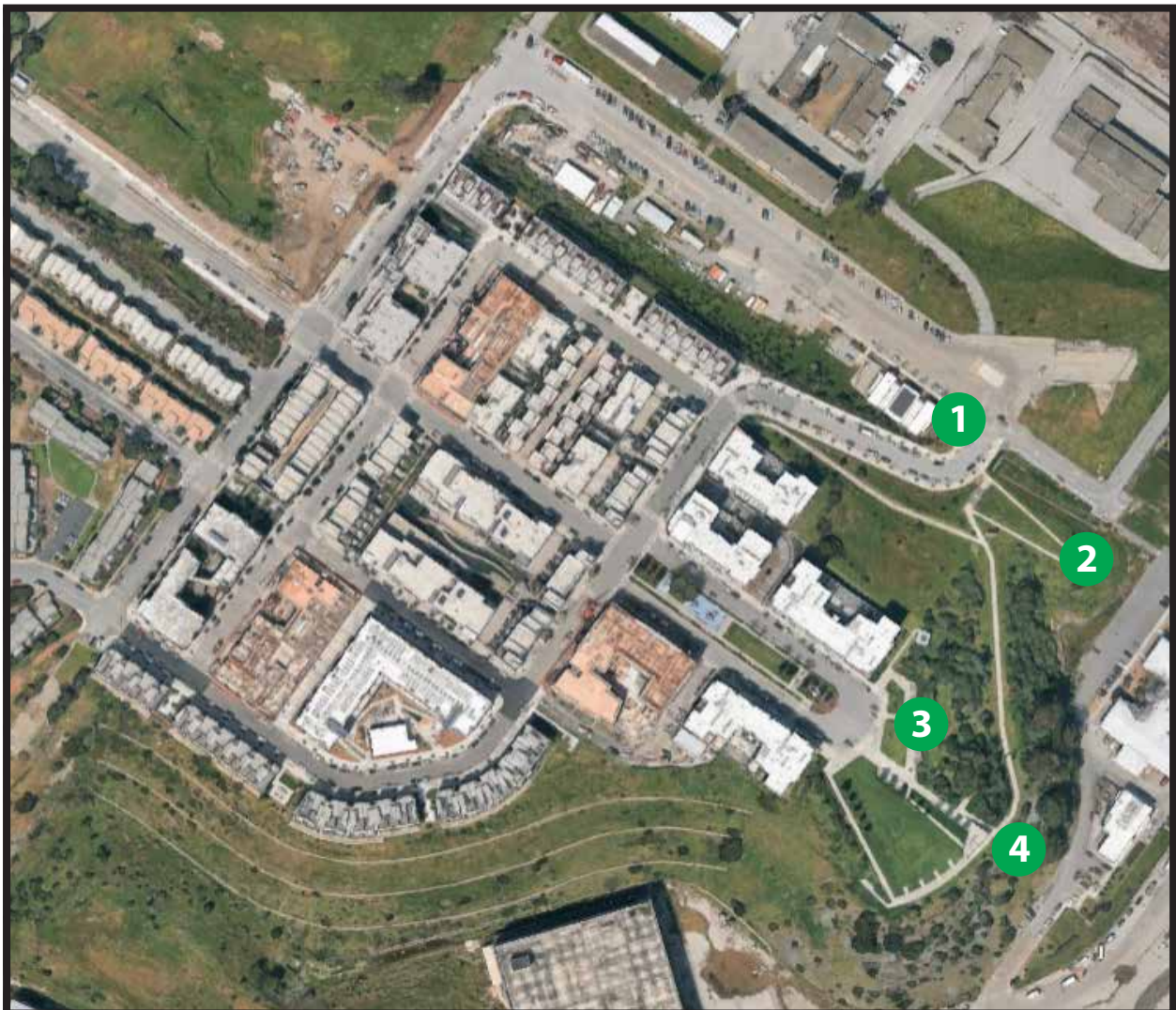
2
Visions from the Past/Visions of the Future
by Marion Coleman



3
The Stream of Consciousness
by Heidi Hardin



4
Flotilla
by Eric Powell





5

The Frame Refrain
by Mildred Howard and Walter Hood



6

The Frame Refrain
by Mildred Howard and Walter Hood



7

The Butterfly Girl
by Jason Webster



8

Hale Konon
by Jessica Bodnor



EXHIBIT A

1845577.10

1845577.12

RECREATION AND PARK COMMISSION
City and County of San Francisco
Resolution Number 2504-008

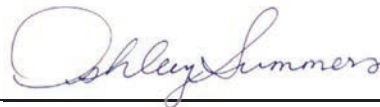
**HUNTERS POINT SHIPYARD PARKS – PROPERTY ACQUISITION,
TRANSFER OF MAINTENANCE RESPONSIBILITIES, AND
ASSOCIATED ACTIONS**

RESOLVED, This Commission does (1) approve a MOA to receive up to \$981,000 from OCII for the Recreation and Park Department to manage and maintain the "Completed Hunters Point Shipyard Parks" (Hillpoint Park, Innes Court Park, Galvez Overlook/Coleman Promenade, Pocket Parks 9 - 16, Communities Facility Building, Hilltop Open Space) in FY 2026; (2) recommend that the BOS amend the Park Code to allow it to apply to the Completed Hunters Point Shipyard Parks once the MOA takes effect; (3) recommend that the Board of Supervisors approve the no-cost transfer of the Completed Hunters Points Shipyard Parks and the "Future Hunters Point Shipyard Parks" (Hillside Central Park, Hillside Central Lower Park, Pocket Parks 1 - 8, and Hillside Pedestrian Paths Upper, Lower, and Passive Park) to the Recreation and Park Department, upon completion of the Future Hunters Point Shipyard Parks; (4) recommend that the Board of Supervisors approve a 66 year Joint Community Facilities Agreement to fund maintenance and operations for the transferred parks; (5) provide that the foregoing parks shall be open from 6 a.m. to 10 p.m.; and (6) accept the role of Trustee for the transferred parks that are subject to Public Trust obligations.

Adopted by the following vote:

Ayes	7
Noes	0
Absent	0

I hereby certify that the foregoing resolution was adopted at the Recreation and Park Commission meeting held on April 17, 2025.



Ashley Summers, Commission Liaison

San Francisco Arts Commission

Daniel Lurie
Mayor

Ralph Remington
Director of Cultural Affairs

401 Van Ness Avenue, Suite 325
San Francisco, CA 94102

SFAC Galleries
401 Van Ness Avenue, Suite 126
San Francisco, CA 94102

tel 415-252-2100
fax 415-934-1022
sfartscommission.org
facebook.com/sfartscommission



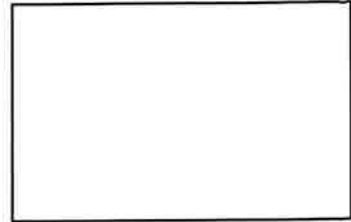
City and County of San Francisco

RESOLUTION NO. 0303-25-042: Motion to approve the acceptance of eight artworks at Hunters Point Shipyard into the Civic Art Collection pending approval of the Joint Community Facilities Agreement by the Director of Cultural Affairs, and pending Board of Supervisors approval of the transfer of the Hunters Point Shipyard parks and artworks to the City and County of San Francisco.

- The Bayview Horn, Jerry Barrish, 2015, Bronze
- Hale Konon, Jessica Bodner, 2015, Steel
- Visions from the Past/Visions of the Future, Marion Coleman, 2015, Porcelain Enamel and Fiber Collage
- The Stream of Consciousness, Heidi Hardin with Colette Crutcher & Michael Azgour, 2013, Mosaic & ceramic tiles
- Frame, Mildred Howard, 2015, Bronze
- Refrain, Walter Hood, 2015, Steel
- Flotilla, Eric Powell, 2015, Steel
- The Butterfly Girl, Jason Webster, 2015, Stainless Steel

Introduction Form

(by a Member of the Board of Supervisors or the Mayor)



I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee (Ordinance, Resolution, Motion or Charter Amendment)
- 2. Request for next printed agenda (For Adoption Without Committee Reference)
(Routine, non-controversial and/or commendatory matters only)
- 3. Request for Hearing on a subject matter at Committee
- 4. Request for Letter beginning with "Supervisor _____ inquires..."
- 5. City Attorney Request
- 6. Call File No. _____ from Committee.
- 7. Budget and Legislative Analyst Request (attached written Motion)
- 8. Substitute Legislation File No. _____
- 9. Reactivate File No. _____
- 10. Topic submitted for Mayoral Appearance before the Board on _____

The proposed legislation should be forwarded to the following (please check all appropriate boxes):

- Small Business Commission Youth Commission Ethics Commission
- Planning Commission Building Inspection Commission Human Resources Department

General Plan Referral sent to the Planning Department (proposed legislation subject to Charter 4.105 & Admin 2A.53):

- Yes No

(Note: For Imperative Agenda items (a Resolution not on the printed agenda), use the Imperative Agenda Form.)

Sponsor(s):

Walton

Subject:

Hunters Point Shipyard Phase One Parks and Open spaces - Agreement for Maintenance and Operations

Long Title or text listed:

Resolution authorizing and approving an agreement with the Successor Agency to the Redevelopment Agency of San Francisco, acting in its capacity as the legislative body of Community Facilities District No. 8 (Hunters Point Shipyard Maintenance District), for the City to receive funding for its operation and maintenance of the Hunters Point Shipyard Phase One Parks and Open Spaces and to authorize the Recreation and Park Department and the San Francisco Arts Commission to coordinate the operation and maintenance.

Signature of Sponsoring Supervisor: