

File No. 140242

Committee Item No. 4

Board Item No. 3

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Land Use and Economic Development Date March 17, 2014

Board of Supervisors Meeting Date 3.25.14

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
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Completed by: Andrea Ausberry Date March 12, 2014

Completed by: (Signature) Date 3.18.14

1 [Temporary License Agreement - San Francisco General Hospital - Safety Improvements]

2
3 **Resolution approving and authorizing a temporary, non-exclusive, non-possessory**
4 **License Agreement for certain safety enhancement improvements over portions of**
5 **San Francisco General Hospital Campus for a term of up to 10 years, to commence**
6 **upon Board approval.**

7
8 WHEREAS, The San Francisco Department of Public Health (DPH) operates and
9 maintains the campus of San Francisco General Hospital (SFGH) located on Potrero
10 Avenue in San Francisco; and

11 WHEREAS, The faculty of The Regents of the University of California's San
12 Francisco campus (UCSF) provide clinical care at SFGH, and UCSF faculty and staff
13 occupy certain clinical, office and research laboratory space on the SFGH campus; namely
14 space in Buildings 1, 5, 9,10, 20, 30, 40 and 100; and

15 WHEREAS, UCSF desires to install at its sole cost certain temporary exterior and
16 interior seismic safety enhancement improvements ("interim improvements") to enhance
17 the safety of persons entering and exiting the buildings during UCSF staff's continued
18 occupancy of premises in the buildings; and

19 WHEREAS, The proposed interim improvements include items such as securing
20 designated clay roof tiles on Building 30, the installation and maintenance of a self-
21 supporting protective canopy on the west side of Building 40, and the installation and
22 maintenance of fencing and barrier landscaping at certain locations 10 feet from the
23 perimeter of certain of the buildings, designed to limit access to a potential "fall zone"
24 around the buildings, which improvements are more particularly described in the proposed
25 License Agreement – (San Francisco General Hospital Interim Seismic Safety Installations)

1 (the "License Agreement"), a copy of which is on file with the Clerk of the Board of
2 Supervisors in File No. 140242; and

3 WHEREAS, The fencing, landscape alterations, and steel canopy are anticipated to
4 be in place until UCSF staff vacates the buildings, estimated to be approximately five to
5 seven years; and

6 WHEREAS, The proposed License Agreement grants UCSF a license to install the
7 proposed alterations at UCSF's sole cost and to keep them in place for a period of up to 10
8 years or such earlier time as UCSF vacates the buildings, and requires UCSF to maintain
9 the alterations at its sole cost, provided that City will maintain the landscaping at City's cost;
10 and

11 WHEREAS, In consideration of UCSF's payment for the installation of the temporary
12 improvements, which will enhance the safety of all users of the buildings during the term of
13 the License Agreement, no license fee or other additional payment is required under the
14 License Agreement; and

15 WHEREAS, In compliance with the California Environmental Quality Act, Public
16 Resources Code, Sections 21000 et seq. (CEQA); its implementing guidelines, 15 Cal.
17 Code of Regulations, 15000 et seq. ("CEQA Guidelines"); and San Francisco
18 Administrative Code, Chapter 31 ("Chapter 31"); the City's Planning Commission certified
19 the SFGH Seismic Compliance Hospital Replacement Program Environmental Impact
20 Report (City Planning Case No. 2007.0603E) ("SFGH EIR") on June 19, 2008, a copy of
21 which is on file with the Clerk of the Board in File No. 140242, and is incorporated into this
22 resolution by reference; and

23 WHEREAS, In connection with its approval of the SFGH Seismic Compliance
24 Hospital Replacement Program (the "Project"); the Board of Supervisors, by Resolution
25 307-08, adopted findings in accordance with the CEQA, the CEQA Guidelines and Chapter

1 31, including a statement of overriding considerations and a mitigation monitoring and
2 reporting program ("CEQA Findings"), a copy of which is on file with the Clerk of the Board
3 in File No. 140242, and is incorporated into this resolution by reference; and

4 WHEREAS, City's Planning Department prepared an Addendum to the SFGH EIR,
5 dated January 2, 2014, a copy of which is on file with the Clerk of the Board of Supervisors
6 in File No. 140242 and is incorporated in this resolution by this reference; and

7 WHEREAS, The Addendum addresses the change to the Project as a result of the
8 implementation of the interim improvements proposed in the License Agreement and
9 concludes that the interim improvements will result in minor technical changes or additions
10 to the Project analyzed in the SFGH EIR and will not cause new significant impacts not
11 identified in the SFGH EIR and no new mitigation measures will be necessary to reduce
12 significant impacts; further, other than as described in the Addendum, no Project changes
13 have occurred and no changes have occurred with respect to the circumstances
14 surrounding the Project that will cause significant environmental impacts to which the
15 Project will contribute considerably, and no new information has become available that
16 shows that the Project will cause significant environmental impacts, and, therefore, no
17 supplemental environmental review is required under CEQA beyond the Addendum to
18 approve the interim improvements; and

19 WHEREAS, The Planning Commission, by Resolution No. 17625 on June 19, 2008,
20 found the Project consistent with the City's General Plan and the Eight Priority Policies of
21 City Planning Code, Section 101.1; and

22 WHEREAS, On February 21, 2014, the Planning Department issued a memorandum
23 concluding that implementation of the interim improvements does not change the findings
24 in Resolution No. 17625 regarding consistency of the Project with the City's General Plan
25 and Eight Priority Policies; a copy of Resolution No. 17625 and the February 21, 2014,

1 memorandum are on file with the Clerk of the Board of Supervisors in File No. 140242 and
2 are incorporated in this resolution by this reference; and

3 WHEREAS, City's Health Commission heard and approved the License Agreement
4 (Item #7) at its meeting on February 4, 2014; now, therefore, be it

5 RESOLVED, That the Board of Supervisors has considered the SFGH EIR, the
6 CEQA Findings, including the statement of overriding considerations and the mitigation
7 monitoring and reporting program and the Addendum, and determines that no additional
8 environmental review beyond the SFGH EIR and Addendum is required to approve the
9 License agreement under CEQA, Section 21166 and CEQA Guidelines, Sections 15180,
10 15162, 16163 and 15164 for the following reasons:

11 (1) Implementation of the interim improvements does not require major revisions
12 to the SFGH EIR due to the involvement of new significant environmental effects or a
13 substantial increase in the severity of previously identified significant impacts;

14 (2) No substantial changes have occurred with respect to the circumstances
15 under which the Project analyzed in the SFGH EIR will be undertaken that would require
16 major revisions to the SFGH EIR due to the involvement of new significant environmental
17 effects, or a substantial increase in the severity of effects identified in the SFGH EIR; and

18 (3) No new information of substantial importance to the Project analysis in the
19 SFGH EIR has become available, which would indicate that (i) the interim improvements
20 will have significant effects not discussed in the SFGH EIR; (ii) significant environmental
21 effects will be substantially more severe; (iii) mitigation measures or alternatives found not
22 feasible, which would reduce one or more significant effects, have become feasible; or (iv)
23 mitigation measures or alternatives, which are considerably different from those in the
24 SFGH EIR, will substantially reduce one or more significant effects on the environment that
25 would change the conclusions set forth in the SFGH EIR; and, be it

1 FURTHER RESOLVED, That the Board of Supervisors finds and declares that the
2 proposed Project is (i) in conformity with the priority policies of Section 101.1(b) of the City
3 Planning Code, (ii) in accordance with Section 4.105 of the San Francisco Charter and
4 Section 2A.53(f) of the City Administrative Code, and (iii) consistent with the City's General
5 Plan, and adopts the findings of Planning Commission Resolution No. 17625 and the
6 memorandum from the Planning Department dated February 21, 2014, and, be it

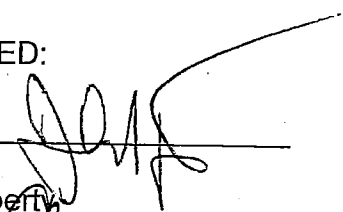
7 FURTHER RESOLVED, That in accordance with the recommendations of the Health
8 Commission and the Director of Property, the Board of Supervisors hereby approves the
9 temporary License Agreement and the transaction contemplated thereby in substantially
10 the form of such agreement presented to this Board; and, be it

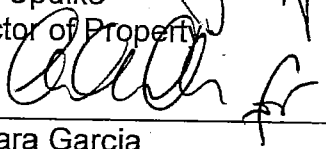
11 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of
12 Property to enter into any additions, amendments or other modifications to the License
13 Agreement (including, without limitation, the attached exhibits) that the Director of Property
14 determines are in the best interest of the City, that do not materially increase the
15 obligations or liabilities of the City, and are necessary or advisable to complete the
16 transaction contemplated in the License Agreement and to effectuate the purpose and
17 intent of this resolution, such determination to be conclusively evidenced by the execution
18 and delivery by the Director of Property of the License Agreement and any amendments
19 thereto; and, be it

20 FURTHER RESOLVED, That the Director of Property is hereby authorized in the
21 name and on behalf of the City and County, to execute the temporary License Agreement
22 and to take any and all steps the Director of Property deems necessary or appropriate in
23 order to consummate the conveyance of the temporary License Agreement, or to otherwise
24 effectuate the purpose and intent of this resolution, such determination to be conclusively
25

1 evidenced by the execution and delivery by the Director of Property of any such
2 documents.

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4
5 RECOMMENDED:

6 
7 _____
8 John Updike
9 Director of Property

10 
11 _____
12 Barbara Garcia
13 Director, Department of Public Health
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Edwin M. Lee, Mayor
Naomi M. Kelly, City Administrator

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BOARD OF SUPERVISORS
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John Updike
Director of Real Estate

February 25, 2014

Honorable Board of Supervisors
City and County of San Francisco
City Hall, 1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102

Re: Resolution to Grant a Temporary License over Portions of San Francisco General Hospital Campus to Enter and Install Certain Temporary Improvements

Dear Board Members:

On behalf of the Department of Public Health, enclosed for your consideration is a Resolution approving and authorizing the attached temporary, non-exclusive, non-possessory License Agreement for certain safety enhancement improvements over portions of San Francisco General Hospital Campus for a term of up to 10 years.

The San Francisco Department of Public Health (DPH) operates and maintains the campus of San Francisco General Hospital (SFGH) located on Potrero Avenue in San Francisco where the Regents of the University of California's San Francisco campus (UCSF) provide clinical care at SFGH occupying space in Buildings 1, 5, 9, 10, 20, 30, 40 and 100 on the campus.

To enhance the safety of persons entering and exiting the buildings during UCSF staff's continued occupancy of the premises in the buildings, UCSF desires to install, at its sole cost, certain temporary exterior and interior seismic safety enhancement improvements.

The proposed interim improvements are more particularly described in the License Agreement and include such items as securing designated clay roof tiles on Building 30, the installation and maintenance of a self-supporting protective canopy on the west side of Building 40, and the installation and maintenance of fencing and barrier landscaping at certain locations 10 feet from the perimeter of certain areas of the buildings, designed to limit access to a potential "fall zone" around the buildings.

The proposed License Agreement grants UCSF a license to install and maintain the proposed alterations at UCSF's sole cost and to keep them in place for a period of up to 10 years or such earlier time as UCSF vacates the buildings, provided that City will maintain the landscaping at City's cost.

In consideration of UCSF's payment for the installation of the temporary improvements, which will enhance the safety of all users of the buildings during the term of the License Agreement, no license fee or other additional payment is required under the License Agreement.

In compliance with the California Environmental Quality Act, Public Resources Code §§ 21000 et seq. ("CEQA"); its implementing guidelines, 15 Cal. Code of Regulations, 15000 et seq. ("CEQA Guidelines"); and San Francisco Administrative Code Chapter 31 ("Chapter 31"); the City's Planning Commission certified the attached SFGH Seismic Compliance Hospital Replacement Program Environmental Impact Report (City Planning Case No. 2007.0603E) ("SFGH EIR") on June 19, 2008.

In connection with its approval of the SFGH Seismic Compliance Hospital Replacement Program (the "Project"); the Board of Supervisors, by the attached Resolution 307-08, adopted findings in accordance with the CEQA, the CEQA Guidelines and Chapter 31, including a statement of overriding considerations and a mitigation monitoring and reporting program ("CEQA Findings").

City's Planning Department prepared the attached Addendum to the SFGH EIR, dated January 2, 2014, which addresses the change to the Project as a result of the implementation of the interim improvements proposed in the License Agreement and concludes that the interim improvements will result in minor technical changes or additions to the Project analyzed in the SFGH EIR and will not cause new significant impacts not identified in the SFGH EIR and no new mitigation measures are necessary to reduce significant impacts. Furthermore, other than described in the Addendum, no Project changes have occurred and no changes have occurred with respect to the circumstances surrounding the Project that will cause significant environmental impacts to which the Project will contribute considerably, and no new information has become available that shows that the Project will cause significant environmental impacts. Therefore, no supplemental environmental review is required under CEQA beyond the Addendum to approve the interim improvements.

On June 19, 2008, the Planning Commission, by Resolution No. 17625 found the Project consistent with the City's General Plan and the Eight Priority Policies of City Planning Code Section 101.1.

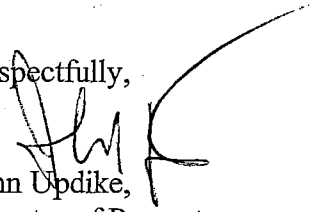
On February 21, 2014, the Planning Department issued a memorandum concluding that implementation of the interim improvements does not change the findings in Resolution No. 17625 regarding consistency of the Project with the City's General Plan and Eight Priority Policies; copies of Resolution No. 17625 and the February 21, 2014 memorandum are attached.

The City's Health Commission heard and approved the matter (item #7) as part of its 2/4/14 agenda.

The Director of Public Health and Director of Property recommend approval of the temporary License Agreement.

Should you have any questions or require further information, please contact Claudine O. Venegas of my staff at 554-9872.

Respectfully,


John Updike,
Director of Property

cvh:\SFGHlicenseBOS
Enclosures as stated

cc: Anita Wood, Kathy Murphy, Deputy City Attorneys
Mark Primeau, DPH
Naomi Kelly, City Administrator

LICENSE AGREEMENT

(San Francisco General Hospital Interim Seismic Safety Installations)

THIS LICENSE AGREEMENT ("Agreement"), dated for reference purposes as of _____, 2014, is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("Licensor" or "City"), and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation ("Licensee" or "The Regents") (each party herein individually sometimes referred to as a "Party" and collectively referred to as "Parties").

RECITALS

- A. The City owns, and, through its Department of Public Health ("DPH"), operates and maintains the campus of San Francisco General Hospital ("SFGH"), located on Potrero Avenue in San Francisco, California, together with the improvements on the campus. A general depiction of the SFGH campus is reflected on the attached Exhibit A under several individual space leases or space use agreements ("Occupancy Agreements").
- B. Faculty of the Regent's University of California San Francisco campus ("UCSF") provide clinical care at SFGH and UCSF's faculty and staff occupy certain clinical, office and research laboratory space on the campus of SFGH, including space in the buildings known as Buildings 1, 5, 9, 10, 20, 30, 40 and 100 (the "Occupied Buildings").
- C. Licensee desires to install certain improvements to the exterior of certain of the Occupied Buildings and the surrounding grounds to enhance the safety of persons entering and exiting the Occupied Buildings, which improvements include the installation and maintenance of a protective canopy on the west side of Building 40, the installation and maintenance of fencing and barriers or barrier landscaping at certain locations 10 feet from the perimeter of certain of the Occupied Buildings, securing designated tiles on the exterior of Building 30, and, possibly, the relocation of various door entries (the "Project").
- D. The Project will require the use of that portion of the SFGH campus labeled "Licensed Areas" on Exhibit A attached hereto ("Licensed Area").
- E. The San Francisco Planning Department is preparing an addendum to the SFGH Seismic Compliance Hospital Replacement Program Environmental Impact Report. An environmental evaluation application was filed by Licensee with the San Francisco Planning Department for the review of the interim measures and an application fee was paid by Licensee.
- F. City is willing to grant Licensee a license to use the Licensed Areas to perform the work required to complete the Project and to maintain the Project improvements on the terms and conditions set forth herein.
- G. In connection with the Project, Licensee also desires to enhance interior safety by bracing UCSF freezers and certain other furniture and equipment that might otherwise block exiting from the Occupied Buildings, and City and Licensee desire to streamline the process for Licensee to seek approval for the required modifications, to the extent that such modifications would require City consent under the applicable Occupancy Agreements. Accordingly, City and Licensee additionally agree that interior seismic bracing of Licensee's equipment and furnishings can be performed in the Occupied Buildings on the terms and conditions set forth below.
- H. The City is currently constructing a major new access/stair/ramp, which runs between the south side of SFGH's new hospital building and the north side of the above-referenced Building 30 ("prominent pedestrian access way") as well as the south east side of Building 20 where work is currently in progress by the City. The area of the new hospital's prominent pedestrian access way is not a part of Licensee's interim measures.

NOW, THEREFORE, in consideration of the covenants herein contained, City and Licensee hereby agree as follows:

1. **Grant of License.** City hereby grants to Licensee a personal, unassignable, non-exclusive and non-possessory privilege (the "License") for Permittee and its officers, agents, employees, contractors, and ~~subcontractors to use the Licensed Areas for the limited purposes and subject to the terms, conditions and~~ restrictions set forth below. This Agreement gives Licensee a temporary and non-possessory right to use the Licensed Areas and is not intended to grant any ownership, leasehold, easement or other property interest or estate whatsoever in the Licensed Areas, or any portion thereof and does not modify any right to use the Licensed Areas previously granted pursuant to the Occupancy Agreements.

2. **Term.** The term of the License (the "Term") shall commence on _____, 2014, and shall expire upon the earlier of (a) _____, 2024, or (b) the date on which Licensee vacates and surrenders all space in the Occupied Buildings in the condition required by the respective Occupancy Agreements.

3. **Sufficient Consideration.** In consideration of Licensee's performance of the Project, which the parties acknowledge and agree constitutes a substantial capital investment by Licensee, and Licensee's agreements hereunder, no further consideration is due from Licensee to the City for the License granted hereunder.

4. **"AS-IS" Condition of Licensed Area.** Licensee accepts the Licensed Areas in their "AS IS" condition, without representation or warranty of any kind by City, its officers, agents or employees, including, without limitation, regarding the suitability, safety, or duration of availability of the Licensed Areas or any facilities on the Licensed Areas for Licensee's use. Without limiting the foregoing, the license granted in this Agreement is made subject to all applicable laws, rules and ordinances governing the use of the Licensed Areas, and to any and all covenants, conditions, restrictions, easements, encumbrances, claims of title and other title matters affecting the Licensed Areas, whether foreseen or unforeseen, and whether such matters are of record or would be disclosed by an accurate inspection or survey. It is Licensee's sole obligation to conduct an independent investigation of the Licensed Areas as to all matters relating to its use of the Licensed Areas hereunder, including, without limitation, the suitability of the Licensed Areas for Licensee's intended uses.

5. **Use of Licensed Areas; Conditions Following Completion of Project Phases.** Licensee may enter and use the Licensed Areas only to perform the work required to install the Improvements (as defined below) (the "Installation Activities"), to maintain such Improvements during the term of this Agreement in accordance with the terms hereof and, to the extent required hereunder, to remove the Improvements and restore the Licensed Areas (collectively with the Installation Activities, the "Permitted Activities"). No work shall commence until Licensee provides insurance certificates and acknowledgements from the contractors performing the work as required under, respectively, Section 15 and Section 29 of this Agreement. Upon completion of each phase of the Project, Licensee shall ensure that the applicable portions of the Licensed Areas are in the same condition as received (subject to the Improvements), free from hazards and clear of all debris, and shall remove or cause Licensee's contractors to remove all of contractors' property from such portions of the Licensed Areas.

6. **Plans and Drawings; Improvements.** A narrative description of the proposed improvements and work to be performed hereunder (other than the Equipment Bracing Work described in Section 16) is set forth on the attached Exhibit B (the "Narrative Description"). Following execution of this Agreement by City and Licensee, Licensee shall furnish to the Director, for the written approval or disapproval by the Director or his or her designee in accordance with this Section 6, Schematic Drawings prepared or caused to be prepared by Licensee architect for all of the improvements and installations which Licensee desires to be constructed or installed as a component of the Project. "Schematic Drawings" shall generally include, without limitation, the following: (a) a site plan at appropriate scale showing relationships of the improvements and installations with the buildings and exterior areas on the SFGH campus, and designating public access areas, open space areas, walkways, loading areas and adjacent uses; and (b) plans and elevations sufficient to describe the proposal, including the general architectural character, the location and size of the proposed improvements and installations, and a description of the materials to be used. The Schematic Drawings shall show improvements and installations that conform to the Narrative Description. The Director or his or her designee shall approve, conditionally approve, or disapprove, the Schematic Drawings

(including any resubmitted Schematic Drawings) in writing. If the Director or his or her designee disapproves the Schematic Drawings, the notice of disapproval shall include a statement of the reasons for the disapproval. The Director or his or her designee shall not unreasonably withhold or condition approval. Licensee shall respond promptly to any objections of the Director to the Schematic Drawings and shall resubmit revised Schematic Drawings prepared or caused to be prepared by Licensee. The Schematic Drawings, as finally approved in writing by the Director or his or her designee, shall be referred to herein as the "Final Schematic Drawings." Following approval of the Final Schematic Drawings, Licensee shall prepare of cause to be prepared and shall furnish to the Director working drawings and specifications that shall show improvements and installation that conform to the Final Schematic Drawings (except to the extent specifically noted therein or in accompanying specifications) that comply with law and which shall be in sufficient detail so as to enable the general contractor performing the work to obtain all necessary governmental permits for construction of the desired improvements and installations. The Director or his or her designee shall approve, conditionally approve, or disapprove, the working drawings and specifications in writing, which approval shall not be unreasonably withheld or conditioned. Licensee shall respond promptly to any objections of the Director to the working drawings and shall resubmit revised working drawings prepared or cause to be prepared by Licensee, and such resubmitted plans shall clearly indicate which portions of the plans are revised and which portions of the plans remain unchanged from the previously submitted plans. This procedure shall be followed until all objections have been resolved and working drawings approved in accordance with this procedure. The approved working drawings are referred to herein as the "Plans" and the work shown on the approved Plans is referred to as the "Improvements." The design and installation of the Improvements shall not require the removal of any trees, nor shall landscaping or irrigation systems be removed or modified without the prior written approval of the Director. In the event that the Director approves the removal or modification of landscaping or irrigations systems, then Licensee shall provide approved equivalent replacements as a component of the Improvements. The Director's approval of any item reviewed under this Section shall merely indicate DPH's consent to the proposed work shown thereon and in no event shall such consent be deemed to constitute a representation by City that the work called for therein complies with applicable building codes or other legal requirements, nor shall such consent release Licensee from the obligation to supply Plans that conform to applicable building codes and legal requirements.

7. **Work Plan; Conditions on Performance.** Licensee shall perform or cause the Improvements to be performed in accordance with one or more work plans approved in writing by the Director or his or her designee (as approved, a "Work Plan"), which Work Plan(s) shall include the following details:

- a. Hours for construction work;
- b. Timeline for commencement date and completion date of construction;
- c. Access routes for the trucks, equipment, etc., outside of the Licensed Areas;
- d. Access routes for the removal of debris, special conditions regarding debris storage, if applicable;
- e. If work is to be performed in stages, provisions describing the phases thereof;
- f. Requirements for cautionary signage;
- g. Requirements for security in the construction area;
- h. Safety measures; and
- i. Other practical concerns.

The Work Plan(s) shall take into account the hospital rebuild and other City-sponsored SFGH campus improvement projects (which projects shall have priority over the Improvements) and shall use diligent, good faith efforts to ensure that the work to be performed pursuant to the Work Plan(s) does not delay, increase the cost of, or impose additional conditions on such City projects. Any increase in the cost of the City's project resulting from the performance of the Improvement work shall be borne by Licensee. Licensee shall not amend, modify or supplement an approved Work Plan without the prior written consent of Director or his or her designee.

8. **Permits and Approvals.** Before commencing any of the Installation Activities on the Licensed Areas, Licensee shall obtain, at its cost, any building permits or any other approvals (collectively, "Approvals") required to commence and to complete the applicable portion of the Installation Activities. Upon receipt, Licensee shall forward to City a copy of such Approvals. Without limiting the foregoing, Licensee acknowledges that all work is subject to the approval of the San Francisco's Planning Department and exterior scopes of work must be permitted and inspected by the San Francisco Department of Building Inspection, and certain elements of the

Improvements may require approval by the San Francisco Arts Commission. Licensee further understands and agrees that City is entering into this Agreement in its capacity as a property owner with a proprietary interest in the Licensed Areas and Occupied Buildings and not as a regulatory agency with police powers. Nothing in this Agreement shall limit, in any way, Licensee's obligation to obtain any required approvals from City officials, departments, boards or commissions having jurisdiction over the Licensed Areas.

9. **Performance of Installation Activities; Exercise of Due Care.** Licensee shall not unreasonably interfere with the normal operation and activities of City on the SFGH campus, and Licensee shall cause the Installation Activities to be performed diligently and in a first class workmanlike manner in accordance with the requirements of the Plans and the Work Plan, and shall use due care to avoid injury to any person or damage to the License Area, the Occupied Buildings, or any other portion of the SFGH campus resulting from the Installation Activities. Licensee has the sole responsibility of locating any utilities that may be on, in or under the Licensed Areas and protecting them from damage by Licensee's activities hereunder.

10. **Compliance with Laws.** Licensee shall conduct, or cause to be conducted, all Permitted Activities in the Licensed Areas performed by, or on behalf of, Licensee hereunder to the standard set forth in all applicable local building codes as well as applicable state or federal regulations affecting the Licensed Areas, including, but not limited to, disability access laws. Without limiting the foregoing, Licensee shall cause its general contractor and all contractors and subcontractors of any tier on the project (collectively "contractors") to comply with all laws, regulations, codes, ordinances and applicable orders of any governmental or other regulatory entity applicable to the Licensed Area.

11. **Coordination of Work.** Licensee shall cause its project manager to meet regularly with the designated DPH staff members to report on, and coordinate with, regarding the performance of the Installation Activities. Licensee understands and agrees that the scheduling of the hospital rebuild and other SFGH campus capital improvements will be prioritized over the installation of the Improvements. Prior to commencement of any of the Installation Activities, Licensee shall designate, or shall cause Licensee's contractor to designate, an individual as the project manager for DPH staff to contact in the event that problems arise during performance of the Installation Activities and Licensee shall also provide City with the telephone numbers of the project manager. Licensee may change the designation of any such individual by written notice to City. City may make written or oral communications regarding the Installation Activities on the License Area either directly to Licensee or through the project manager.

12. **Maintenance of Improvements.** Licensee shall maintain the Improvements in clean, safe, good condition and repair throughout the Term of the License, at Licensee's sole cost and expense, provided that City, at City's sole cost and expense, shall maintain any barrier landscaping installed as part of the Improvements.

13. **Equipment Bracing Work in Occupied Buildings.** If Licensee desires to enhance interior safety in space that is subject to the Occupancy Agreements by bracing furniture and equipment such as refrigerators, freezers, cabinets, and shelving, using seismic restraint straps, bolts and other anchorage as needed, Licensee and City agree that, notwithstanding any provision to the contrary in the Occupancy Agreements, the terms and conditions of this Section and Section 14 below shall apply to all space occupied by Licensee in the Occupied Buildings. Licensee shall undertake, supervise and bear the cost of seismic bracing of such of Licensee's equipment and furnishings in the Occupied Buildings as Licensee may desire (the "Equipment Bracing Work"), if any. The plans and materials for such Equipment Bracing Work shall be subject to approval of the Executive Administrator, SFGH, or his or her designee, which approval shall not be unreasonably withheld. Such approval shall be granted or denied within sixty (60) days of request. All Equipment Bracing Work shall be performed in accordance with applicable laws. During the performance of the Equipment Bracing Work, Licensee shall be responsible for all acts or omissions of architects, contractors or subcontractors engaged by Licensee in connection therewith, and Licensee shall include in all contracts that such architects, contractors or subcontractors shall assume the defense of and indemnify the City, its officers and employees from all claims, loss, damage, injury, and liability arising from and during performance of the work of such architects, contractors and subcontractors. Such acts or omissions shall include but not be limited to breach of contract and faulty work. Licensee shall give City's Director of Property at least twenty (20) days written notice before commencing construction in order that City may post appropriate

notices of non-responsibility. Such notices shall remain posted on the premises until completion and acceptance of the work, which acceptance shall not be unreasonably withheld. Licensee shall promptly pay for all labor and material used for the Equipment Bracing Work.

14. **Surrender; Removal of Designated Improvements and Equipment Bracing Work.** At City's sole election, Licensee shall demolish and remove some or all of the Improvements and the Equipment Bracing Work from the Licensed Areas and the Occupied Buildings in accordance with the provisions of this Section 14. Licensee shall provide City with one or more prior written notices of the date or dates on which Licensee anticipates vacating each Occupied Building (each such notice, a "Vacation Notice"). Within thirty (30) days after receiving a Vacation Notice City shall provide written notice to Licensee of (i) the Improvements that Licensee must remove from the Licensed Areas associated with the Occupied Building(s) that Licensee is vacating and (ii) the Equipment Bracing Work that Licensee must remove from the premises within such Occupied Building(s). Licensee, at Licensee's sole cost and expense, shall remove the designated Improvements and Equipment Bracing Work and repair any damage to the Licensed Areas or Occupied Buildings resulting from the installation or removal of any such items and restore the Licensed Areas and Occupied Buildings to their condition immediately prior to the performance of the applicable Improvements or Equipment Bracing Work. If Licensee fails to remove such elements or perform the required repairs and restoration by the date that is the later of the date Licensee vacates the applicable Occupied Building or ninety (90) days after the date of City's notice, City may do so, at Licensee's expense, and Licensee shall reimburse City for City's cost of such removal and restoration within forty-five (45) days of receipt of an invoice therefor. Licensee shall obtain any and all necessary permits and approvals necessary to complete the demolition, removal or restoration work required hereunder, and the terms and conditions applicable to the performance of the Improvements and Equipment Bracing Work shall apply with respect thereto, including, without limitation, provisions regarding work plans, insurance requirements, indemnities and compliance with law. Licensee's obligations under this Section shall survive the expiration or termination of this Agreement. City may elect to retain any elements of the Improvements or the Equipment Bracing Work and in such event title to such elements shall vest in City upon the expiration or termination of this Agreement.

15. **Insurance.**

(a) **Generally.** Licensee maintains a program of self-insurance. City agrees that Licensee shall not be required to carry any liability insurance with respect to this Agreement, however, without limiting Licensee's obligations hereunder, (a) Licensee shall be liable for the full equivalent of insurance coverage which would have been available if the applicable insurance policies described in **Exhibit C** to this Agreement had been obtained by Licensee from a third party insurer, and shall pay on behalf of, or indemnify City for, all amounts which would have been payable by the third party insurer related to Licensee's Equipment Bracing Work, the Improvements, the restoration work required hereunder and the negligent actions of Licensee or Licensee's officers, employees, agents, Licensee, or invitees (including without limitation Licensee's contractors in performing the Equipment Bracing Work, the Improvements or any restoration work), and (b) Licensee shall act with the same promptness and subject to the same standards of good faith as would apply to a third party insurance company.

(b) **Third Party Insurance Requirements.** Licensee shall cause any of Licensee contractors, subcontractors or agents (other than Licensee's departments or divisions) performing work under this Agreement on behalf of Licensee during the term of this Agreement to procure and maintain insurance required by **Exhibit C**, or as otherwise required or recommended by City's Risk Manager at the time such work is performed.

16. **Indemnity; Waiver.** Licensee shall indemnify, defend and hold City, its officers, directors, employees and agents (hereinafter collectively called "City Indemnified Parties") harmless from all liabilities, penalties, costs, damages, expenses, causes of action, claims or judgments (including, without limitation, reasonable attorneys fees, costs and expenses) (collectively, "Indemnified Claims"), resulting from (i) injury or the death of any person (including without limitation any City Indemnified Party) or physical damage to property, real or personal, of any kind wherever located and by whomever owned (including, without limitation, property owned by a City Indemnified Party), in proportion to, and to the extent, such injury, death or physical damage arises out of or results from the design or construction of the Improvements or Equipment Bracing Work or the use by Licensee, or Licensee's officers, employees, agents, licensees, or invitees (including without limitation Licensee's contractors),

of any of the Licensed Areas under the authority of this Agreement (which shall not be interpreted to include the use of those portions of the Licensed Areas which are open to the public under the authority of the Occupancy Agreements or the affiliation agreement) or performance of any work under this Agreement, or (ii) any failure by Licensee in the observance or performance of any of the terms, covenants or conditions of this Agreement. Notwithstanding the foregoing, however, Licensee shall not be required to indemnify, defend or hold harmless any ~~City Indemnified Party to the extent any claims arise out of or result from the gross negligence or willful misconduct~~ of any City Indemnified Party.

17. Breach and Cure; Remedies

(i) **Breach by Licensee.** In the event that Licensee breaches any of its obligations under this Agreement, City shall send Licensee a written notice specifying the nature of such breach, or, in the case of an emergency, shall notify Licensee's project manager by telephone or in person. Licensee shall use prompt diligent efforts to cure such breach, provided that Licensee shall take immediate steps to cure any breach that results in an unsafe condition or interferes with the use of the SFGH campus ("Short-Fuse Breach"). If Licensee fails to immediately cure a Short-Term Breach, City shall have the right to suspend Licensee's rights under this Agreement until Licensee cures such breach and provides adequate assurance that the action or condition resulting in the Short-Term Breach will not be repeated. Licensee will be in default hereunder if Licensee fails to perform or comply with any covenant, agreement or condition contained in this Agreement and does not cure that failure within the period of ten (10) calendar days after receipt of a written notice of default (or if such default is of a nature which cannot reasonably be cured within ten (10) calendar days, then Licensee does not cure such failure within such longer period as is reasonably required to cure such default, provided that Licensee undertakes in good faith to commence such cure within such ten (10) calendar days and thereafter diligently prosecutes such cure to completion). If Licensee is in default hereunder, City may exercise any right or remedy that it may have under this Agreement or that is otherwise available at law or in equity or by statute, including specific performance. All rights and remedies of City hereto shall be cumulative and non-exclusive and shall survive the expiration or termination of this Agreement, subject to applicable statutes of limitation.

(ii) **Breach by City.** City will be in default hereunder if City fails to perform or comply with any covenant, agreement or condition contained in this Agreement and does not cure that failure within the period of ten (10) calendar days after receipt of a written notice of default (or if such default is of a nature which cannot reasonably be cured within ten (10) calendar days, then City does not cure such failure within such longer period as is reasonably required to cure such default, provided that City undertakes in good faith to commence such cure within such ten (10) calendar days and thereafter diligently prosecutes such cure to completion). If City is in default hereunder, Licensee may exercise any right or remedy that it may have under this Agreement or that is otherwise available at law or in equity or by statute, including specific performance. All rights and remedies of Licensee hereto shall be cumulative, non-exclusive and shall survive the expiration or termination of this Agreement, subject to applicable statutes of limitation.

18. Right To Cure Defaults. If Licensee fails to perform any of its obligations under this Agreement to restore the License Area or repair damage, or if Licensee defaults in the performance of any of its other obligations under this Agreement, then City may, at its sole option, remedy such failure for Licensee account and at Licensee's expense by providing Licensee with thirty (30) days' prior written notice of City's intention to cure such default (except that no such prior notice shall be required in the event of an emergency as determined by City). Such action by City shall not be construed as a waiver of any rights or remedies of City under this Agreement, and nothing herein shall imply any duty of City to do any act that Licensee is obligated to perform. Licensee shall pay to City upon demand, all costs, damages, expenses or liabilities reasonably incurred by City, including, without limitation, reasonable attorneys' fees, in remedying or attempting to remedy such default. Licensee's obligations under this Section shall survive the termination of this Agreement.

19. No Costs to City; Reimbursement. Licensee shall bear all costs or expenses of any kind or nature in connection with its use of the Licensed Areas pursuant to this Agreement and in complying with the conditions of this Agreement, and shall keep the Licensed Areas free and clear of any liens or claims of lien arising out of or in any way connected with its use of the Licensed Areas. If the Improvement work results an increase in the cost of City projects, as a result of a delay, the imposition of additional conditions, or otherwise, such increase in

the cost of City's project shall be borne by Licensee. Licensee shall reimburse DPH for charges incurred by DPH from other City agencies and departments (collectively, the "City Agencies") for the costs of the City Agencies in preparing or negotiating this Agreement, as determined on a time and materials basis, excluding costs associated with activities covered by other standard City fees for applications, permits or approvals (collectively, the "Negotiation Costs"). Negotiation Costs shall include, without limitation, the fees and expenses of the City Attorney's Office staff and other City staff, such as staff from City's Real Estate Division, at the internal hourly rates for such City staff member actually charged to DPH for the applicable tasks and activities. Notwithstanding the foregoing, for the purposes of this Agreement, Negotiation Costs shall not include charges for time spent by DPH staff by the Deputy City Attorney acting as general counsel for DPH (presently Kathy Murphy), and shall not include charges for time spent by Planning Department staff.

20. **Prevailing Wage.** Licensee agrees that any person performing labor in the construction of the Project shall be paid not less than the prevailing rate of wages and that Licensee shall include, in any contract for construction of the Project, a requirement that all persons performing labor under such contract shall be paid not less than the prevailing rate of wages for the labor so performed in compliance with State and Regental policies of the University of California. At City's written request, Licensee shall require any contractor to provide, and shall deliver to City every month during any construction period, certified payroll reports with respect to all persons performing labor in the construction of any Improvements to document compliance with this Section 20.

21. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties hereto relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force or effect. Any modification or amendment hereof must be in writing and signed by the parties hereto.

22. **Attorneys' Fees.** In the event of any controversy, claim or dispute relating to this Agreement or the breach hereof, the prevailing party shall be entitled to recover from the losing party, reasonable expenses, attorneys' fees and court costs, in such amount as may be determined by the applicable court having proper jurisdiction. For purposes of this Agreement, the reasonable fees of attorneys of the Office of the City Attorney of the City and County of San Francisco, in-house counsel of Grantee, as well as the reasonable fees of attorneys of The Regents of the University of California's Office of the General Counsel, its Campus Counsel and/or in-house counsel of Licensee, shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which counsel's services were rendered who practice in the City and County of San Francisco, State of California, in law firms with approximately the same number of attorneys as employed by the Office of City Attorney, or, in the case of Licensee, the number of attorneys employed by Licensee's in-house counsel.

23. **Governing Law.** This Agreement is executed in the State of California and the laws of such State shall govern both its interpretation and effect.

24. **Severability.** If any term, provision, covenant, agreement or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated.

25. **Notices.** Licensee shall give City at least five (5) business days' written notice prior to Licensee's first entry onto the License Area, unless Licensee's entry is required in the case of an emergency.

Any notice, demand or other communications to any of the parties hereto shall be in writing and shall be sent by United States Mail, first class, registered or certified mail, postage prepaid, return receipt requested, or reliable commercial overnight or same day courier, return receipt requested, or hand delivery, and shall be effective upon receipt at the address of the party to whom notice is sent, which are set forth below.

If to City: Kathy Jung, MPH
Director of Facilities and Support Services
Planning and Facility Development
San Francisco General Hospital
Building 10, Room 1118
1001 Potrero Avenue
San Francisco, CA 94110

With a copy to: Kathy Murphy, San Francisco Deputy City Attorney
San Francisco General Hospital
Building 20, Third Floor, Room 2306
1001 Potrero Avenue
San Francisco, CA 94110

If to Licensee: The Regents of the University of California
c/o Real Estate Services
654 Minnesota Street, Second Floor
San Francisco, CA 94107

with a copy to: UCSF Capital Programs
654 Minnesota Street, Second Floor
San Francisco, CA 94107

Either party may change its address for receipt of notice by a written notice given in accordance with the foregoing provision.

26. **No Waiver.** Any waiver of the provisions of this Agreement must be in writing and signed by an authorized representative of the waiving party. A failure by any party to enforce any of its rights under this Agreement shall not be deemed to be a waiver of its right to enforce the same or any other term, condition or covenant of this Agreement.

27. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original.

28. **Captions for Convenience.** The paragraph and section headings herein are for convenience only and shall not in any way affect the meaning or interpretation of this Agreement.

29. **Successors and Assigns.** This Agreement and each of its terms and provisions shall be binding upon and shall inure to the benefit of the parties hereto and, except as otherwise provided herein, their respective heirs, representatives, successors and assigns. Neither Party may assign, transfer or convey its rights or obligations under this Agreement at any time without the prior written consent of the other Party.

30. **Copies of This Agreement To Be Furnished To Contractors.** Copies of this Agreement shall be promptly furnished to Licensee's general contractor and to all subcontractors furnishing or performing any work, labor or materials in connection with this Agreement or any of the Licensee's obligations or duties under this Agreement. Such general contractor and subcontractors shall each promptly sign a written agreement in the form attached hereto as **Exhibit D**, acknowledging the receipt of a copy of this Agreement and agreeing to be bound to all of the provisions of this Agreement pertaining to the entry on the Licensed Areas and to the giving of notices of any such intended entry. Licensee shall furnish a copy of each such agreement to City within thirty (30) calendar days after the signing of each such agreement.

31. **No Third Party Beneficiaries.** Notwithstanding any provision of this Agreement to the contrary, no provision of this Agreement shall create, or be deemed to create, any third party beneficiary(s) hereof.

32. **City's Approvals.** All approvals of City requested, required, or permitted hereunder shall be subject to the reasonable approval of the Director or other authorized official of City, unless otherwise provided herein.

33. **No Joint Venture.** This Agreement does not create a partnership or joint venture between City and Licensee as to any activity conducted by Licensee on, in or relating to the Licensed Areas.

34. **MacBride Principles – Northern Ireland.** The City and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1, et seq. The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Licensee acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

35. **Non-Discrimination.** In the performance of the work performed in accordance with this Agreement, Licensee covenants and agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, height, weight or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee of, any Licensor employee working with, or applicant for employment with, Licensee, in any of Licensee's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Licensee, to the extent this provision does not conflict with State of California or Regental policies of the University of California.

36. **Tropical Hardwoods and Virgin Redwood Ban.** The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood product, virgin redwood or virgin redwood wood product, except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environmental Code. Licensee agrees that, except as permitted by the application of Sections 802(b) and 803(b), Licensee shall not use or incorporate any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product in the performance of the Improvements or Equipment Bracing Work, to the extent this provision does not conflict with State of California or Regental policies of the University of California.

35. **Pesticide Ordinance.** Licensee shall comply with the provisions of Section 308 of Chapter 3 of the San Francisco Environment Code (the "Pesticide Ordinance"), which prohibit the use of pesticides on the License Area.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

"LICENSEE"

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____
Esther E. Morales
Executive Director, UCSF Real Estate Services

"LICENSOR"

CITY AND COUNTY OF SAN FRANCISCO,
a California municipal corporation

By: _____
JOHN UPDIKE
Director of Property

RECOMMENDED:

By: _____
BARBARA GARCIA
Director, Department of Public Health

Approved as to form for City:
DENNIS J. HERRERA, City Attorney

By: _____
Anita L. Wood
Deputy City Attorney

EXHIBIT A

DEPICTION OF SFGH CAMPUS AND LICENSE AREA

[ATTACHED]

EXHIBIT B

NARRATIVE DESCRIPTION OF PROPOSED WORK

1. Limit access to the perimeter zone of the buildings by placing a fence or barrier at about 10-feet from ~~perimeter of Buildings 10, 20, 30, 40, and 100 by installing 42" high fencing or barrier landscaping at areas~~ of potential congregation, as generally depicted on those certain plans prepared by Studios Architecture for UCSF comprised of:

Sheet A1.01 – Architectural Site Plan – Bldg 100, issued for SF Planning Review 2013.11.19
Sheet A1.10 – Architectural Site Plan - Bldg 10 & 20, issued for SF Planning Review 2013.11.01
Sheet A1.30 – Architectural Site Plan - Bldg 30 & 40, issued for SF Planning Review 2013.11.01
Sheet L1.03 – Landscape Plan -Bldg 10 & 20, issued for Progress Print 2013.12.19
Sheet L1.04 - Landscape Plan - Bldg 30 & 40, issued for Progress Print 2013.12.19
Sheet L2.01 – Landscape Details, issued for Progress Print 2013.12.19

2. Construct one protective canopy (painted to match existing metal detailing) with concrete footings. Canopy will be entirely self-supporting, with no contact with the face of the building. The canopy width will be sized for the door egress. See the attached Exhibit B-1.
3. Restrict access to the non-required (by code) egress points at the terraces of Building 30 and Building 40.
4. Secure loose tiles on Building 30 above the concrete exterior stair.
5. Relocate the egress door in the bridge joining Buildings 30 to 40 to a location approximately 5' south, such that it is outside the 10' clear zone.
6. Reinforce parapets and/or roof tile over all required egresses at Building 100.
7. Restrict access at all non-required (by code) egresses of Building 100 within the 10' clear zone.

All such work shall be conducted to the standard set forth in all applicable local building codes as well as applicable state or federal regulations affecting the Licensed Areas and shall be performed in accordance with the terms and conditions of the License Agreement. No such work shall require the removal of any trees.

EXHIBIT B-1

CANOPY

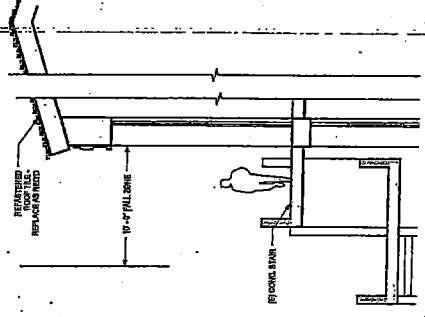
[ATTACHED]



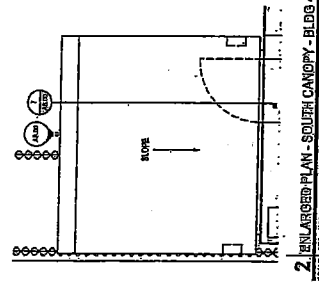
ENLARGED PLANS
 BLDGS 10, 20, 30 & 40

A8.00

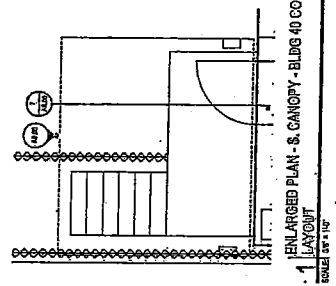
PROJECT NO.



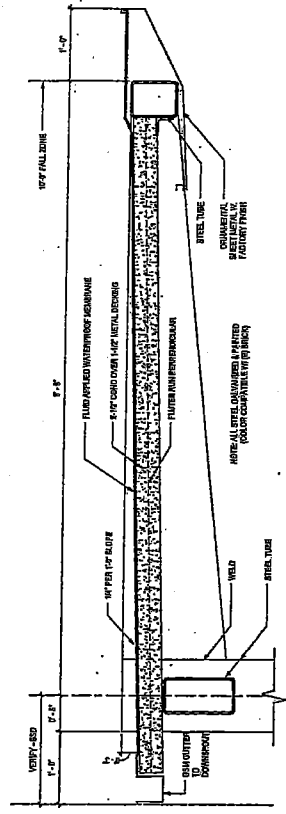
3 FILE ANCHORAGE
 SCALE 3/8" = 1'-0"



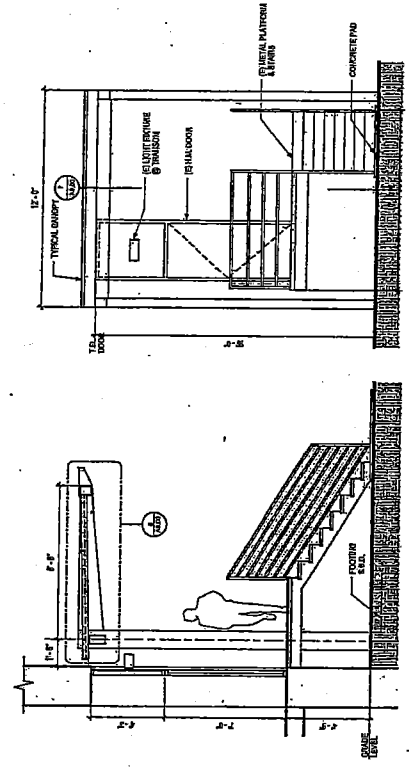
2 ENLARGED PLAN - SOUTH CANOPY - BLDG 40
 SCALE 3/8" = 1'-0"



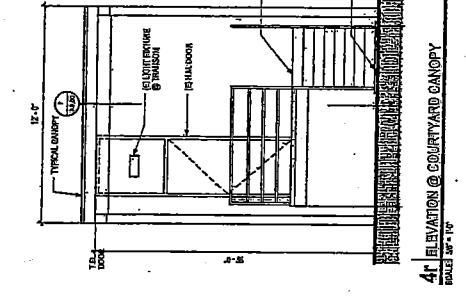
1 ENLARGED PLAN - S. CANOPY - BLDG 40 COLUMN LAYOUT
 SCALE 3/8" = 1'-0"



8 DETAIL SECTION @ CANOPY
 SCALE 1/8" = 1'-0"



7 SECTION @ COURTYARD CANOPY
 SCALE 3/8" = 1'-0"



4r ELEVATION @ COURTYARD CANOPY
 SCALE 3/8" = 1'-0"

EXHIBIT C

INSURANCE REQUIREMENTS

1. Each party required to carry insurance under the Agreement (each "Required Party") shall purchase from ~~and maintain, in a company or companies with an A.M. Best rating of A-VIII or better and lawfully~~ authorized to do business in the State of California, insurance for protection from claims under workers' or workmen's compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and from claims for damages to property, other than to the applicable work itself, which may arise out of or result from such Required Party's operations, whether such operations are performed by such Required Party, by a subcontractor of such Required Party, or by anyone directly or indirectly employed by any of them. Certificates of such insurance approved in writing by City shall be filed with City's Department of Public Works before the commencement of the work.
2. The insurance required hereunder shall be written on an occurrence basis for not less than the following, or greater if required by law. Coverage shall be maintained without interruption from date of commencement of the work:
 - (1) Workers' Compensation:
 - (a) State: Statutory
 - (b) Applicable Federal: Statutory
 - (c) Employer's Liability: \$1,000,000
 - (2) Commercial General Liability (including but not limited to comprehensive form, premises operations, explosion and collapse hazard and underground hazard, products and completed operations hazard, contractual liability, broad form property damage (including completed operations), independent contractors' protective, personal injury, automobile liability comprehensive form for owned, hired and non-owned vehicles):
 - (a) Combined single limits for bodily injury and property damages:

\$2,000,000 Each Occurrence

\$2,000,000 Annual Aggregate
 - (b) Property Damage Liability Insurance shall provide X, C and U coverage if the Required Party's operations involve any exposure to explosion, collapse or underground damage.
 - (3) Pollution Liability \$1,000,000 Combined Single Limit
3. The certificates of insurance shall contain the following provisions:
 - (1) Name City as additional insureds under all insurance policies (excluding workers' compensation and professional liability policies);
 - (2) In the event of any change in the limits of liability, decrease in coverage or other material change in coverage, or the cancellation of insurance in its entirety, the insurer must give City written notice at least thirty (30) days prior to the effective date of such change or cancellation, and insurance coverage shall remain in force during said thirty (30) day period;
 - (3) Insurance must be primary to all other insurance available to City; and
 - (4) Waiver of any right of subrogation of the insurers against City, if commercially available at reasonable rates.

4. Each Required Party and each contractor shall carry sufficient comprehensive insurance on its equipment at the License Area and en route to or from the License Area as may be necessary to fully protect itself.
-

EXHIBIT D

NOTICE AND ENTRY AGREEMENT

The undersigned acknowledges receipt of that certain License Agreement dated as of _____, 2014 ("License Agreement") by and between The Regents of the University of California ("Licensee"), and the City and County of San Francisco, a California municipal corporation ("Licensor"). The undersigned understands and agrees to be bound by those provisions and notice requirements in the License Agreement pertaining to any entry by Licensee on the property owned by Licensor ("Licensed Areas").

Dated: _____ [Contractor or Subcontractor]

By: _____

Its: _____



SAN FRANCISCO PLANNING DEPARTMENT

Planning Commission Motion No. 17623

Hearing Date: June 19, 2008
Case No.: 2007.0603E
Project Name: San Francisco General Hospital (SFGH) Seismic Compliance, Hospital Replacement Program
Project Address: 1001 Potrero Avenue
Zoning: P (Public) Use District
105-E Height and Bulk District
Block/Lot: 4154/001
Project Sponsor: San Francisco Department of Public Health (DPH)/SFGH
Facilities and Hospital Rebuild Office 1001. Potrero Avenue, Ste. 2A5,
San Francisco, CA 94110
Staff Contact: Devyani Jain – (415) 575-9051
devyani.jain@sfgov.org

1650 Mission St.
Suite 400
San Francisco,
CA 94103-2479

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

ADOPTING FINDINGS RELATED TO THE CERTIFICATION OF A FINAL ENVIRONMENTAL IMPACT REPORT, FILE NUMBER 2007.0603, FOR THE PROPOSED SFGH SEISMIC COMPLIANCE, HOSPITAL REPLACEMENT PROGRAM AT 1001 PORTRERO AVENUE ("PROJECT").

PREAMBLE

On June 20, 2007, pursuant to the provisions of the California Environmental Quality Act (Cal. Pub. Res. Code Section 21000 *et seq.*, hereinafter "CEQA"), the State CEQA Guidelines (Cal. Admin. Code Title 14, Section 15000 *et seq.*, hereinafter CEQA "Guidelines"), and Chapter 31 of the San Francisco Administrative Code, (hereinafter "Chapter 31") the Planning Department ("Department") received an Environmental Evaluation Application form for the Project, in order that it might conduct an initial evaluation to determine whether the Project might have a significant impact on the environment.

The Planning Department determined that an Environmental Impact Report (hereinafter "EIR") was required, and provided public notice of that determination and of a public scoping meeting by publication in a newspaper of general circulation on August 2, 2007. Notices of preparation of an EIR and of the public scoping meeting were posted near the project site by Department staff, mailed to the Department's list of persons requesting such notice, posted in the Department offices and website, and distributed all in accordance with law.

On August 2, 2007, Notice of Completion was recorded with the State Secretary of Resources via the State Clearinghouse (State Clearinghouse Number 2007082023).

On March 8, 2008, the Planning Department published the Draft Environmental Impact Report (hereinafter "DEIR"), and provided public notice in a newspaper of general circulation of the availability of the DEIR for public review and comment and of the date and time of the Planning Commission public hearing on the DEIR. This notice was mailed to residents in the Project Area within either a 300-foot radius of the Project Area or within the Zip Codes 94107 or 94110, the Planning Department's list of

persons/organizations requesting such notice, and to government agencies, to the latter both directly and through the State Clearinghouse.

On March 8, 2008, notices of availability of the DEIR and of the date and time of the public hearing were posted at approximately 10 locations in and around the Project Area, and the DEIR was posted on the Planning Department's website.

On March 8, 2008, copies of the DEIR were mailed or otherwise delivered to a list of persons/organizations requesting it, and to government agencies, to the latter both directly and through the State Clearinghouse. Copies of the DEIR were also made available at the Planning Department's information counter.

On March 8, 2008, Notice of Completion was filed with the State Secretary of Resources via the State Clearinghouse (State Clearinghouse Number 2007082023).

On April 10, 2008, the Planning Commission held a duly noticed and advertised public hearing on said DEIR, at which opportunity for public comment was given, and public comment was received on the DEIR. The period for acceptance of written comments on the DEIR ended on April 22, 2008.

The Planning Department prepared responses to comments on environmental issues received at the public hearing and in writing during the 45-day public review period for the DEIR, prepared revisions to the text of the DEIR in response to comments received or based on additional information that became available during the public review period, and corrected errors in the DEIR. This material was presented in the "San Francisco General Hospital Seismic Compliance Hospital Replacement Program Comments and Responses," published on June 4, 2008, and was distributed to the Planning Commission and to all parties who commented on the DEIR, and was available to others upon request at Department offices. The Comments and Responses document was posted on the Department website on June 4, 2008.

A Final Environmental Impact Report (hereinafter "FEIR") has been prepared by the Planning Department, consisting of the DEIR, any consultations and comments received during the review process, any additional information that became available, and the Comments and Responses, all as required by law. Since publication of the DEIR, no new information of significance has become available that would require recirculation of the EIR under CEQA Guidelines Section 15088.5.

Project Environmental Impact Report files have been made available for public review at the Planning Department offices at 1650 Mission Street, Suite 400, and are part of the record before the Planning Commission.

On June 19, 2008, at a public hearing, the Planning Commission reviewed and considered the FEIR, and the Planning Commission hereby does find the contents of said report and the procedures through which the FEIR was prepared, publicized and reviewed, comply with the provisions of CEQA, the CEQA Guidelines and Chapter 31.

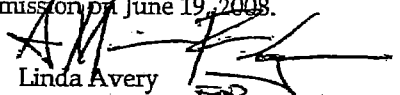
FINDINGS

Having reviewed the materials identified in the preamble above, and having heard all testimony and arguments, this Commission finds, concludes, and determines as follows:

1. The above recitals are accurate and constitute findings of this Commission.

2. The Planning Commission hereby does find that the Final Environmental Impact Report concerning File No. 2007.0603E: San Francisco General Hospital Seismic Compliance Hospital Replacement Program reflects the independent judgment and analysis of the City and County of San Francisco, is adequate, accurate and objective, and that the Comments and Responses document contains no significant revisions to the DEIR, and hereby does CERTIFY THE COMPLETION of said Final Environmental Impact Report in compliance with CEQA, the CEQA Guidelines, and Chapter 31.
3. The Planning Commission, in certifying the completion of said FEIR, hereby does find that the Project described in the Environmental Impact Report would have the following significant unavoidable environmental impacts that could not be mitigated to a level of non-significance:
 - a) The Project would result in a significant unavoidable impact to the historical integrity of the potential SFGH District, a historical resource under CEQA. Mitigation measures identified in the EIR would reduce this impact, but would not be sufficient to reduce it to a less-than-significant level. Therefore, even with incorporation of mitigation, the Project would result in significant adverse impacts on the potential historic SFGH District.
 - b) The Project would have a considerable contribute to adverse cumulative traffic conditions on the southbound U.S. Highway 101 off-ramp to Potrero Avenue and Cesar Chavez Boulevard under future (2021) cumulative conditions. There is no feasible supply-side mitigation measure for increasing capacity at this ramp. It is possible, however, to implement a demand-side mitigation measure, the Transportation Demand Management (TDM) Program Mitigation Measure, for the Project. This mitigation measure would reduce the Project's cumulative traffic impact, but would not be sufficient to reduce it to a less-than-significant level. Therefore, even with incorporation of mitigation, the Project would contribute to significant unavoidable cumulative adverse impacts at the southbound U.S. Highway 101 off-ramp to Potrero Avenue and Cesar Chavez Boulevard.

I hereby certify that the foregoing Motion was ADOPTED by the Planning Commission on June 19, 2008.


Linda Avery
Commission Secretary

AYES: Commissioners Lee, Sugaya, Moore, Antonini, Miguel, and Olague
NAYS: None
ABSENT: None
ACTION: Certification of Final EIR
ADOPTED: June 19, 2008



SAN FRANCISCO PLANNING DEPARTMENT

Planning Commission Motion No. 17624

Hearing Date: June 19, 2008
Case No.: 2007.0603E
Project Name: San Francisco General Hospital (SFGH) Seismic Compliance and Hospital Replacement Program
Project Address: 1001 Potrero Avenue
Zoning: P (Public) Use District
105-E-Height and Bulk District
Block/Lot: 4154-001
Project Sponsor: Dr. Mitchell Katz, Director of Health
San Francisco Health Department
101 Grove Street San Francisco, CA 94102-4593
Staff Contact: Tina Tam – (415) 558-6325
tina.tam@sfgov.org

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ADOPTING ENVIRONMENTAL FINDINGS (AND A STATEMENT OF OVERRIDING CONSIDERATIONS) UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND STATE GUIDELINES IN CONNECTION WITH A FINDING OF GENERAL PLAN CONSISTENCY RELATED TO THE SAN FRANCISCO GENERAL HOSPITAL SEISMIC COMPLIANCE, HOSPITAL REPLACEMENT PROGRAM AND RELATED ACTIONS NECESSARY TO IMPLEMENT THE PROJECT. THE PROJECT SITE IS LOCATED ON THE SAN FRANCISCO GENERAL HOSPITAL CAMPUS, FACING POTRERO AVENUE BETWEEN 22ND STREET AND 23RD STREET IN SAN FRANCISCO.

Whereas, the Planning Department has undertaken a planning and environmental review process for the proposed San Francisco General Hospital Seismic Compliance, Hospital Replacement Program ("Project") and provided for appropriate public hearings before the Planning Commission.

Whereas, the San Francisco General Hospital ("SFGH") Seismic Compliance, Hospital Replacement Program proposes to construct a new acute care hospital building at the SFGH Campus to provide for a seismically safe acute care hospital structure in compliance with Senate Bill 1953 and successor legislation.

Whereas, the Project approval actions listed in Attachment A ("Actions") are part of a series of considerations in connection with the adoption of the San Francisco General Hospital Seismic Compliance, Hospital Replacement Program and various implementation actions, as more particularly described in Attachment A.

Whereas, the Planning Department determined that an Environmental Impact Report ("EIR") was required for the proposed San Francisco General Hospital Seismic Compliance, Hospital Replacement Program, and provided public notice of that determination by publication in a newspaper of general circulation on August 2, 2007.

Whereas, the Planning Department held a public scoping meeting on August 28, 2007, to receive public input and testimony regarding the Environmental Review of the proposed project;

Whereas, the Planning Department on March 8, 2008, published the Draft Environmental Impact Report ("Draft EIR"). The Draft EIR was circulated for public review in accordance with the California Environmental Quality Act, California Public Resources Code section 21000 *et seq.*, ("CEQA Guidelines"), and Chapter 31 of the San Francisco Administrative Code ("Chapter 31"). The Planning Commission held a public hearing on the Draft EIR on April 10, 2008 and received comments and questions through April 22, 2008;

Whereas, the Planning Department prepared responses to comments on the Draft EIR and published the Comments and Responses document on June 4, 2008, which together with the Draft EIR and additional information that became available, constitute the Final Environmental Impact Report ("Final EIR");

Whereas, the Planning Commission, on June 19, 2008, by Motion No. 17623 reviewed and considered the Final EIR and found that the contents of said report and the procedures through which the Final EIR was prepared, publicized, and reviewed complied with the provisions of CEQA, the CEQA Guidelines, and Chapter 31.

Whereas, the Planning Commission by Motion No. 17623 found that the Final EIR was adequate, accurate, and objective, reflected the independent judgment of the Planning Commission and that the Comments and Responses document contains no significant revisions to the Draft EIR, and adopted findings of significant impacts associated with the Project and certified the completion of the Final EIR for the Project in compliance with CEQA and the CEQA Guidelines;

Whereas, the Planning Department prepared proposed Findings, as required by CEQA, regarding the alternatives, mitigation measures, and significant environmental impacts analyzed in the Final EIR and overriding considerations for approving the Project, including all the Actions listed in Attachment A hereto, and a proposed mitigation monitoring and reporting program, attached as Exhibit 1 to Attachment A, which material was made available to the public and this Planning Commission for the Planning Commission's review, considerations and actions; now,

Motion No. 17624
Hearing Date: June 19, 2008

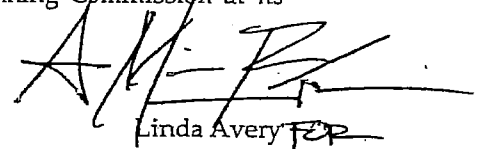
CASE NO. 2007.0603E
1001 Potrero Avenue

THEREFORE BE IT RESOLVED, that the Planning Commission certified the Final EIR as adequate, accurate, and objective, and reflecting the independent judgment of the Planning Commission in Motion No. 17623.

AND BE IT FURTHER RESOLVED, that the Planning Commission has reviewed and considered the Final EIR and hereby adopts the Project Findings attached hereto as Attachment A including a statement of overriding considerations, and including as Exhibit 1 the Mitigation Monitoring and Reporting Program.

AND BE IT FURTHER RESOLVED, That the Planning Commission finds, based on substantial evidence in light of the whole record, that: (1) approval of the actions before it related to implementation of the Project will not require important revisions to the Final EIR as there are no new significant environmental effects or substantial increases in the severity of previously identified significant effects; (2) no new information of substantial importance to the Project has become available that would indicate (a) the Project or the approval actions will have significant effects not discussed in the Final EIR, (b) significant environmental effects will be substantially more severe; (c) mitigation measures or alternatives found not feasible that would reduce one or more significant effects have become feasible; or (d) mitigation measures or alternatives that are considerably different from those in the Final EIR would substantially reduce one or more significant effects on the environment.

I hereby certify that the foregoing Motion was ADOPTED by the Planning Commission at its regular meeting of June 19, 2008.



Linda Avery

Commission Secretary

AYES: Commissioners Lee, Sugaya, Moore, Antonini, Miguel, and Olague

NAYS: None

ABSENT: None

ADOPTED: June 19, 2008



SAN FRANCISCO PLANNING DEPARTMENT

Planning Commission Resolution No. 17625

Hearing Date: June 19, 2008
Case No.: 2007.0603R
Project Name: San Francisco General Hospital (SFGH) Seismic Compliance and Hospital Replacement Program
Project Address: 1001 Potrero Avenue
Zoning: P (Public) Use District
105-E Height and Bulk District
Block/Lot: 4154-001
Project Sponsor: Dr. Mitchell Katz, Director of Health
San Francisco Health Department
101 Grove Street San Francisco, CA 94102-4593
Staff Contact: Tina Tam – (415) 558-6325
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ADOPTING A RESOLUTION FINDING THE SAN FRANCISCO GENERAL HOSPITAL SEISMIC COMPLIANCE REPLACEMENT PROJECT IN CONFORMITY WITH THE GENERAL PLAN. THE PROPOSED NEW HOSPITAL IS APPROXIMATELY 422,000 SQUARE FEET IN SIZE AND 124 FEET IN HEIGHT, AS MEASURED FROM POTRERO AVENUE. THE PROPERTY IS IN A P (PUBLIC) DISTRICT AND 105-E HEIGHT AND BULK DISTRICT.

PREAMBLE

Whereas, on May 14, 2008, Mitchell Katz, MD, Director of Public Health (hereinafter "Project Sponsor") on behalf of the San Francisco Health Department, (hereinafter "Property Owner") made an application for a General Plan Referral for construction of a new acute-care hospital at 1001 Potrero Avenue, on Lot 1 in Assessor's Block 4154; and

Whereas, on June 19, 2008, the San Francisco Planning Commission (hereinafter "Commission") conducted a duly noticed public hearing at a regularly scheduled meeting on General Plan Application No. 2007.0603R at which the Commission reviewed and discussed the findings prepared for its review; and

Whereas, in consideration of environmental effects of the proposed replacement project, the Commission, prior to considering action on consistency findings of the proposed replacement project, determined that on June 19, 2008 under Planning Case 2007.0603E, the Commission, by Motion No. 17623 certified the Final Environmental Impact Report ("FEIR") for the San Francisco General Hospital Seismic Compliance Hospital Replacement Program as complete and in compliance with the California Environmental Quality Act ("CEQA") and the State of California CEQA Guidelines; and

Whereas, the Commission has reviewed and considered the information contained in the FEIR; and

Whereas, the Commission, by Motion No. 17624 approved on June 19, 2008, adopted findings pursuant to the California Environmental Quality Act ("CEQA") related to this proposed replacement project; and

Whereas, the Commission has heard and considered the testimony presented to it at the public hearing and has further considered written materials and oral testimony presented on behalf of the applicant, Department staff, and other interested parties; and

Whereas, the General Plan Referral application and all pertinent documents may be found in the files of the Department, as the custodian of records, at 1650 Mission Street, Suite 400, San Francisco; and

Whereas, the Commission has reviewed the analysis of the proposed new hospital's consistency to the General Plan; and

MOVED, that the Commission hereby adopts findings that the proposed San Francisco General Hospital Replacement Project is, on balance, consistent with the General Plan of the City and County of San Francisco and is consistent with the eight Priority Policies in City Planning Code Section 101.1, attached hereto and incorporated herein by reference thereto, based on the following findings.

FINDINGS

Having reviewed the materials identified in the preamble above, and having heard all testimony and arguments, this Commission finds, concludes, and determines as follows:

1. The above recitals are accurate and constitute findings of this Commission.
2. **Site Description and Present Use.** The site is generally bounded on the north by 20th Street, on the south by 23rd and 24th Streets, on the west by Potrero Avenue, and on the east by Vermont Street and US-101. Since 1854, the site has been used for San Francisco General Hospital (hereinafter "SFGH"), formerly known as San Francisco County Hospital. SFGH is a general acute care hospital within the Community Health Network, which is owned and operated by the City's Department of Public Health. SFGH is also the only hospital in the City to operate a Level 1 Trauma Center; it serves the 1.5 million residents of San Francisco and northern San Mateo.
3. **Surrounding Properties and Neighborhood.** West and east of the site are the predominantly residential districts of the Mission and Potrero Hill, respectively. Both areas include two and three-family house districts (RH-2 and RH-3), low-density mixed residential districts (RM-1), along with scattered nonconforming commercial uses. It should be noted that the Potrero

Hill neighborhood is distanced from the SFGH campus by the 200-foot-plus wide US-101 right-of-way and elevated freeway. The only vehicular connection between SFGH and Potrero Hill is an overpass at 23rd Street, while pedestrian bridges exist near 22nd and 23rd Streets. The 'hospital curve' segment of US-101 and associated landscape buffers are immediately adjacent to the site's northern tip. The southern tip of the site is the eastern terminus of the 24th Street-Mission Neighborhood Commercial District, which provides neighborhood-serving and city-serving goods and services.

4. **Project Description.** This application is to determine whether the proposed replacement project is in conformity with the General Plan. The Department of Public Health is seeking a General Plan Referral at this time in support of a bond ordinance introduced at the Board of Supervisors on May 13, 2008 and now pending at the Board of Supervisors, that would authorize submittal to the voters of a proposition to incur bonded debt for construction of the hospital replacement project. The Department of Public Health is not seeking the Planning Commission's approval of the project construction at this time. The approval of the replacement project requires a Conditional Use authorization. That will occur at a later time, likely in the Fall of 2008.

The replacement project as described in the EIR is to construct a new acute care hospital in the west lawn area along Potrero Avenue. The proposed hospital, part of which would be below grade, would comprise a total of 9 stories, and would consist of a generally circular tower above a rectangular podium. Once completed, all acute care services in the existing hospital would be relocated to the new hospital; vacated space in the old hospital would be backfilled by non-acute care purpose functions, such as clinical and office spaces. Construction of the replacement project would begin in the summer of 2011 and occupancy would commence in 2015.

Environmental Review. Major Environmental Analysis has determined that an EIR is required for the hospital replacement project. The Commission's June 19th agenda includes a hearing on the certification of the EIR for SFGH's proposed replacement project. The EIR identifies bond financing approval as one of the approval actions required for project implementation. The General Plan Referral is requested in support of the bond financing ordinance and, therefore, is an approval action under CEQA. Also on the Commission's June 19th agenda is the approval of CEQA Findings, including adoption of a statement of overriding considerations and a mitigation monitoring and reporting program.

5. **Administrative Code Compliance.** Section 4.105 of the Charter and Section 2A.53 of the Administrative Code of the City and County of San Francisco mandate that the Planning Department provide reports regarding the conformity with the General Plan for vacation, sale, or change in use or title of public property, and construction or demolition of public buildings or structures and for long-term financing proposals such as general obligation bonds. In most instances, General Plan Referrals are handled administratively by the Planning Department. However, some Referrals may be heard by the Planning Commission. This is required for proposals inconsistent with the General Plan, or proposals generating

public controversy, or for complex proposals. While the SFGH replacement project is not considered to be inconsistent with the General Plan, a public hearing was recommended by the Planning Department because the certification of the EIR for the project is before the Planning Commission.

6. **Senate Bill (SB) 1953.** In 1994, the California legislature passed Senate Bill 1953 (SB 1953) to require that all California hospitals be able to remain "life safe" following a major seismic event. SB 1953 is an amendment to the Alfred E. Alquist Hospital Seismic Safety Act of 1983 and the Hospital Facilities Seismic Safety Act (HFSSA) of 1973. SB 1953 was passed in response to the 1994 Northridge earthquake and extended the seismic requirement mandate of the earlier legislation to require that all California hospitals be able to survive an earthquake and remain operational in the aftermath of a seismic event. Under SB 1953, any California general acute care hospital at risk of collapsing during a strong earthquake has the following three options:

- (1) **Retrofit.** SB 1953 required hospitals to evaluate and rate their hospital buildings for seismic performance and to submit these ratings to the Office of Statewide Health Planning and Development (OSHPD). These structural performance category (SPC) ratings range from 1 to 5, 1 being the worst seismic rating and 5 being the best seismic rating. Facilities that pose a significant risk of collapse and a danger to the public after a strong earthquake must be retrofitted by 2008. Facilities which are retrofitted would generally need to be upgraded again, to even more stringent standards (at least a SPC-3), prior to 2030; or
- (2) **Rebuild.** A hospital that is considered a collapse hazard may elect to build a new facility in compliance with the strictest standards of SB 1953, which would extend the 2008 deadline by five years to 2013. Due to market factors and delays facing hospitals statewide, Senate Bill 1661 (SB 1661) was enacted to extend the retrofit deadlines by another two years to 2015; or
- (3) **Close.** A hospital not meeting the seismic provisions set forth in SB 1953 must cease to operate as an acute care facility.

SFGH is rated an SPC-1 facility, the worse rating, and has elected to build a new acute care hospital on campus to comply with SB 1953.

7. **General Plan Compliance.** The proposed replacement project is, on balance, consistent with the following Objectives and Policies of the General Plan:

I. AIR QUALITY ELEMENT

THE AIR QUALITY ELEMENT OF THE GENERAL PLAN SUPPORTS THE GOAL OF CLEAN AIR THROUGH AIR QUALITY REGULATIONS AND POLICIES ENCOURAGING THE LOCATION OF LAND USES ADJACENT TO TRANSIT SERVICES.

GOAL

GIVE HIGH PRIORITY TO AIR QUALITY IMPROVEMENT IN SAN FRANCISCO TO PROTECT ITS POPULATION FROM ADVERSE HEALTH AND OTHER IMPACTS OF AIR POLLUTANTS.

OBJECTIVE 3

DECREASE THE AIR QUALITY IMPACTS OF DEVELOPMENT BY COORDINATION OF LAND USE AND TRANSPORTATION DECISIONS.

POLICY 3.7

Exercise air quality modeling in building design for sensitive land uses such as residential developments that are located near the sources of pollution such as freeways and industries.

POLICY 3.9

Encourage and require planting of trees in conjunction with new development to enhance pedestrian environment and select species of trees that optimize achievement of air quality goals.

OBJECTIVE 4

IMPROVE AIR QUALITY BY INCREASING PUBLIC AWARENESS REGARDING THE NEGATIVE HEALTH EFFECTS OF POLLUANTS GENERATED BY STATIONARY AND MOBILE SOURCES.

POLICY 4.3

Minimize exposure of San Francisco's population, especially children and the elderly, to air pollutants.

OBJECTIVE 5

MINIMIZE PARTICULATE MATTER EMISSIONS FROM ROAD AND CONSTRUCTION SITES.

POLICY 5.1

Continue policies to minimize particulate matter emissions during road and building construction and demolition.

POLICY 5.2

Encourage the use of building and other construction materials and methods, which generate minimum amounts of particulate matter during construction as well as demolition.

OBJECTIVE 6

LINK THE POSITIVE EFFECTS OF ENERGY CONSERVATION AND WASTE MANAGEMENT TO EMISSION REDUCTIONS.

POLICY 6.1

Encourage emission reduction through energy conservation to improve air quality.

POLICY 6.2

Encourage recycling to reduce emissions from manufacturing of new materials in San Francisco and the region.

POLICY 6.3

Encourage energy conservation through retrofitting of existing facilities.

OBJECTIVE 12

ESTABLISH THE CITY AND COUNTY OF SAN FRANCISCO AS A MODEL FOR ENERGY MANAGEMENT.

POLICY 12.1

Incorporate energy management practices into building, facility, and fleet maintenance and operations.

POLICY 12.3

Investigate and implement techniques to reduce municipal energy requirements.

The development of the proposed acute-care facility on the existing SFGH campus which is already served by transit and is located along a transit corridor, represents an efficient location of the new land use and development on the campus would reduce the number of personal vehicle trips and related vehicle emissions when compared with other locations that are less well served. While the new acute-care facility would locate sensitive land uses near U.S. Highway 101, which is a source of air pollution, DPH has determined that the mechanical ventilation system required by State standards for hospital design would assure interior air quality is safe for sensitive hospital receptors. The proposed replacement project would also include the planting of trees and landscaping, which could help off-set potential air quality effects and would have a beneficial effect on air quality.

II. ARTS ELEMENT

THE ARTS ELEMENT OF THE GENERAL PLAN RECOGNIZES THE ARTS AS A MAJOR ECONOMIC FORCE IN SAN FRANCISCO, INTEGRAL TO THE HEALTH AND VITALITY OF THE CITY.

GOAL

SUPPORT AND NURTURE THE ARTS THROUGH CITY LEADERSHIP.

OBJECTIVE I-3

MAINTAIN AND STRENGTHEN THE ARTS COMMISSION SO THAT IT CAN BETTER SERVE THE PUBLIC AND CITY GOVERNMENT THROUGH ARTS POLICY COORDINATION, PLANNING AND PROGRAMMING.

POLICY I-3.3

Strive for the highest standards of design of public buildings and grounds and structures placed in the public right of way.

While the proposed replacement project would not directly relate to the arts, it would involve development of a publicly-owned building and therefore, be subject to high expectations for design. The new hospital would be owned and operated by the DPH and would be subject to the review of the Arts Commission during the project approval process. In addition to the various reviews of the project design by the Planning Department, the Arts Commission review would help ensure that the proposed replacement project is consistent with the Arts Element of the General Plan.

III. COMMERCE AND INDUSTRY ELEMENT

THE COMMERCE AND INDUSTRY ELEMENT OF THE GENERAL PLAN SETS FORTH OBJECTIVES AND POLICIES THAT ADDRESS THE BROAD RANGE OF ECONOMIC ACTIVITIES, FACILITIES, AND SUPPORT SYSTEMS THAT CONSTITUTE SAN FRANCISCO'S EMPLOYMENT AND SERVICE BASE.

GOALS

THE THREE GOALS OF THE COMMERCE AND INDUSTRY ELEMENT OF THE GENERAL PLAN RELATE TO CONTINUED ECONOMIC VITALITY, SOCIAL EQUITY, AND ENVIRONMENTAL QUALITY.

OBJECTIVE 1

MANAGE ECONOMIC GROWTH AND CHANGE TO ENSURE ENHANCEMENT OF THE TOTAL CITY LIVING AND WORKING ENVIRONMENT.

POLICY 1.1

Encourage development which provides substantial net benefits and minimizes undesirable consequences. Discourage development which has substantial undesirable consequences that cannot be mitigated.

OBJECTIVE 7

ENHANCE SAN FRANCISCO'S POSITION AS A NATIONAL AND REGIONAL CENTER FOR GOVERNMENTAL, HEALTH, AND EDUCATIONAL SERVICES.

POLICY 7.2

Encourage the extension of needed health and educational services, but manage expansion to avoid or minimize disruption of adjacent residential uses.

POLICY 7.3

Promote the provision of adequate health and educational services to all geographical districts and cultural groups in the City.

SFGH is the only Level I Trauma Center and provides the only Psychiatric Emergency Service in San Francisco. As a Level I Trauma Center, SFGH offers a full range of specialists and equipment available 24 hours a day and admits a high volume of severely injured patients. SFGH also provides health care services to the most vulnerable populations in San Francisco, including the uninsured, homeless, children, elderly, low-income, and racial and ethnic minorities. SFGH is one of the two acute-care hospitals serving the southeast section of San Francisco; the other is Saint Luke's Hospital, located at 3555 Cesar Chavez Street, which also serves the southeast quadrant of the City. Saint Luke's Hospital is one of California Pacific Medical Center's four medical campuses.

The proposed replacement project will allow SFGH to continue to provide services to local residents (48 percent of the patients treated at the SFGH reside in the area), and to serve as a safety net for the uninsured (less than 2 percent of SFGH's patients have commercial insurance coverage) and the homeless population. Approximately 85 percent of SFGH's patient population either receives health care services subsidized by government programs such as Medicare or MediCal or are uninsured.

SFGH proposes to build a new acute-care facility on the west lawn area along Potrero Avenue with minimal disruption to the community and existing hospital operations. Once completed, the acute-care functions will relocate from the existing main hospital building leaving the vacated space for non-acute care activities.

IV. COMMUNITY FACILITIES ELEMENT

THE COMMUNITY FACILITIES ELEMENT OF THE GENERAL PLAN ESTABLISHES POLICIES RELATED TO COMMUNITY FACILITIES, EDUCATION, POLICE, FIRE, AND WASTE MANAGEMENT AND GOVERNS THEIR LOCATION, DISTRIBUTION AND DESIGN.

GOAL

THE GOALS OF THE PUBLIC HEALTH PROGRAM ARE TO CREATE AND MAINTAIN A HEALTHY ENVIRONMENT IN WHICH PEOPLE MAY LIVE AND WORK, TO HELP EACH INDIVIDUAL IN A COMMUNITY REACH AND SUSTAIN HIS MAXIMUM CAPACITY FOR HEALTH, AND TO PROMOTE PHYSICAL AND MENTAL EFFICIENCY THROUGH ORGANIZED COMMUNITY EFFORT. IN A CITY SUCH AS SAN FRANCISCO, DISTRICT HEALTH CENTERS PROPERLY LOCATED TO SUIT THE PUBLIC NEED AND CONVENIENCE, ARE IMPORTANT IN ACHIEVING THESE GOALS.

OBJECTIVE 7

DISTRIBUTION THROUGHOUT THE CITY OF DISTRICT PUBLIC HEALTH CENTERS TO MAKE THE EDUCATIONAL AND PREVENTIVE SERVICES OF THE DEPARTMENT OF PUBLIC HEALTH CONVENIENT TO THE PEOPLE, THEREBY HELPING TO ACHIEVE THE GOALS OF THE PUBLIC HEALTH PROGRAM IN SAN FRANCISCO.

OBJECTIVE 9

ASSURE THAT INSTITUTIONAL USES ARE LOCATED IN A MANNER THAT WILL ENHANCE THEIR EFFICIENT AND EFFECTIVE USE.

POLICY 9.1

Locate institutional uses according to the Institutional Facilities Plan.

The proposed replacement project would make the services of the DPH convenient to the people and would help support the goals of the public health program in San Francisco by ensuring the continued provision of acute-care services at the SFGH campus.

V. COMMUNITY SAFETY ELEMENT

THE COMMUNITY SAFETY ELEMENT PROVIDES POLICIES TO ENSURE THAT THE COMMUNITY IS RESILIENT TO NATURAL DISASTERS.

GOAL

IT IS THE GOAL OF THE CITY AND COUNTY OF SAN FRANCISCO TO THE EXTENT FEASIBLE, TO AVOID THE LOSS OF LIFE AND PROPERTY AS A RESULT NATURAL AND TECHNOLOGICAL DISASTERS, TO REDUCE THE SOCIAL, CULTURAL AND ECONOMIC DISLOCATIONS OF DISACTERS, AND TO ASSIST AND ENCOURAGE THE RAPID RECOVERY FROM DISASTERS.

OBJECTIVE 2

REDUCE STRUCTURAL AND NON-STRUCTURAL HAZARDS TO LIFE SAFETY, MINIMIZE PROPERTY DAMAGE AND RESULTING SOCIAL, CULTURAL AND ECONOMIC DISLOCATIONS RESULTING FROM FUTURE DISASTERS.

POLICY 2.1

Assure that new construction meets current structural and life safety standards.

SFGH proposes to construct a seismically compliant hospital that would meet State standards for acute care facilities and would reduce the hazards to acute care patients that exist now with the present hospital.

VI. ENVIRONMENTAL PROTECTION ELEMENT

THE ENVIRONMENTAL PROTECTION ELEMENT ADDRESSES THE IMPACT OF URBANIZATION INCLUDING THE USE OF OIL AND GAS RESOURCES AND HAZARDOUS WASTER ON THE NATURAL ENVIRONMENT.

GOAL

MINIMIZE THE CONSUMPTION OF RESOURCES, PRODUCTION OF HAZARDOUS WASTES, AND TRANSPORTATION NOISE AND ENERGY USE.

OBJECTIVE 4

ASSURE THAT THE AMBIENT AIR OF SAN FRANCISCO AND THE BAY REGION IS CLEAN, PROVIDES MAXIMUM VISIBILITY, AND MEETS AIR QUALITY STANDARDS.

POLICY 4.1

Support and comply with objectives, policies, and air quality standards of the Bay Area Air Quality Management District.

OBJECTIVE 10

MINIMIZE THE IMPACT OF NOISE ON AFFECTED AREAS.

POLICY 10.1

Promote site planning, building orientation and design, and interior layout that will lessen noise intrusion.

POLICY 10.2

Promote the incorporation of noise insulation materials in new construction.

OBJECTIVE 11

PROMOTE LAND USES THAT ARE COMPATIBLE WITH VARIOUS TRANSPORTATION NOISE LEVELS.

POLICY 11.1

Discourage new uses in areas in which the noise level exceeds the noise compatibility guidelines for that use.

POLICY 11.3

Locate new noise-generating development so that the noise impact is reduced.

OBJECTIVE 12

ESTABLISH THE CITY AND COUNTY OF SAN FRANCISCO AS A MODEL FOR ENERGY MANAGEMENT.

POLICY 12.1

Incorporate energy management practices into building, facility, and fleet maintenance and operations.

The proposed hospital building would comply with the City's Green Building Ordinance and is required to achieve a LEED Silver rating. Energy management practices would be integrated into the building design to help achieve this rating. The proposed replacement project would also comply with the standards of the Bay Area Quality District and the transportation noise policies as described in the EIR by incorporating mitigation measures into the project construction and design to control construction dust and to protect sensitive receptors from noise sources.

VII. HOUSING ELEMENT

THE HOUSING ELEMENT OF THE GENERAL PLAN PROVIDES POLICIES THAT PROMOTE AND DIRECT THE DEVELOPMENT OF HOUSING IN APPROPRIATE LOCATIONS IN A MANNER THAT ENHANCES EXISTING NEIGHBORHOOD CHARACTER.

OBJECTIVE 11

IN INCREASING THE SUPPLY OF HOUSING, PURSUE PLACE MAKING AND NEIGHBORHOOD BUILDING PRINCIPLES AND PRACTICES TO MAINTAIN SAN FRANCISCO'S DESIRABLE URBAN FABRIC AND ENHANCE LIVABILITY IN ALL NEIGHBORHOODS.

POLICY 11.4

Avoid or minimize disruption caused by expansion of institutions, large-scale uses and auto-oriented development into residential areas.

While housing is not part of the proposed replacement project, this policy requires that institutional expansion avoid disrupting residential areas. The proposed replacement project would not expand into the surrounding residential area, as the proposed hospital site is located on the existing SFGH campus.

VIII. RECREATION AND OPEN SPACE ELEMENT

THE RECREATION AND OPEN SPACE ELEMENT OF THE GENERAL PLAN IS COMPOSED OF SEVERAL SECTIONS, EACH DEALING WITH A CERTAIN ASPECT OF THE CITY'S RECREATION AND OPEN SPACE SYSTEM.

OBJECTIVE 2

DEVELOP AND MAINTAIN A DIVERSIFIED AND BALANCED CITYWIDE SYSTEM OF HIGH QUALITY PUBLIC OPEN SPACE.

POLICY 2.2

Preserve existing public open space.

While the west lawn area is technically not considered to be public open space owned and managed by the San Francisco Recreation and Park Department, it is considered to be open space from both a visual and physical standpoint. The proposed new hospital would be located on the largest single open space area on the SFGH campus, approximately 45,000 square feet in size. While development of the proposed replacement project would result in the loss of the west lawn, the replacement project would provide new landscaped areas adjacent to the new hospital as well as create a publicly accessible rooftop garden. The Department of Public Health has gone through an eight-year planning effort to determine the best option to comply with the State's seismic safety requirements for hospitals. For the reasons set forth in the EIR and CEQA Findings, construction of a new hospital of the west lawn area is the most viable option.

IX. TRANSPORTATION ELEMENT

THE TRANSPORTATION ELEMENT OF THE GENERAL PLAN PROVIDES POLICIES AND OBJECTIVES RELATED TO TRANSPORTATION, CONGESTION MANAGEMENT, CIRCULATION, TRANSIT, ALTERNATIVE MODES OF TRANSIT (BICYCLES AND WALKING), PARKING AND MOVEMENT OF GOODS.

OBJECTIVE 10

DEVELOP AND EMPLOY METHODS OF MEASURING THE PERFORMANCE OF THE CITY'S TRANSPORTATION SYSTEM THAT RESPOND TO ITS MULTI-MODAL NATURE.

POLICY 10.4

Consider the transportation system performance measurements in all decisions for projects that affect the transportation system.

OBJECTIVE 12

DEVELOP AND IMPLEMENT PROGRAMS IN THE PUBLIC AND PRIVATE SECTORS, WHICH WILL SUPPORT CONGESTION MANAGEMENT AND AIR QUALITY OBJECTIVES, MAINTAIN MOBILITY AND ENHANCE BUSINESS VITALITY AT MINIMUM COST.

POLICY 12.1

Develop and implement strategies which provide incentives for individuals to use public transit, ridesharing, bicycling and walking to the best advantage, thereby reducing the number of single occupant auto trips.

POLICY 12.3

Implement private and public sector Transportation Demand Management programs which support each other and explore opportunities for private-public responsibility in program implementation.

POLICY 12.7

Promote coordination between providers of transportation management services, where possible, to enhance the quality of individual programs.

OBJECTIVE 16

DEVELOP AND IMPLEMENT PROGRAMS THAT WILL EFFICIENTLY MANAGE THE SUPPLY OF PARKING AT EMPLOYMENT CENTERS THROUGHOUT THE CITY SO AS TO DISCOURAGE SINGLE-OCCUPANT RIDERSHIP AND ENCOURAGE RIDESHARING, TRANSIT AND OTHER ALTERNATIVES TO THE SINGLE-OCCUPANT AUTOMOBILE.

POLICY 16.1

Reduce parking demand through the provision of comprehensive information that encourages the use of alternative modes of transportation.

POLICY 16.2

Reduce parking demand where parking is subsidized by employers with "cash-out" programs in which the equivalency of the cost of subsidized parking is offered to those employees who do not use the parking facilities.

POLICY 16.3

Reduce parking demand through the provision of incentives for the use of carpools and vanpools at new and existing parking facilities throughout the City.

POLICY 16.4

Manage parking demand through appropriate pricing policies including the use of premium rates near employment centers well-served by transit, walking and bicycling, and progressive rate structures to encourage turnover and the efficient use of parking.

POLICY 16.5

Reduce parking demand through limiting the absolute amount of spaces and prioritizing the spaces for short-term and ride-share uses.

POLICY 16.6

Encourage alternatives to the private automobile by locating public transit access and ride-share vehicle and bicycle parking at more close-in and convenient locations on-site, and by locating parking facilities for single-occupant vehicles more remotely.

OBJECTIVE 24

IMPROVE THE AMBIENCE OF THE PEDESTRIAN ENVIRONMENT.

POLICY 24.1

Preserve existing historic features such as streetlights and encourage the incorporation of such historic elements in all future streetscape projects.

POLICY 24.2

Maintain and expand the planting of street trees and the infrastructure to support them.

OBJECTIVE 26

CONSIDER THE SIDEWALK AREA AS AN IMPORTANT ELEMENT IN THE CITYWIDE OPEN SPACE SYSTEM.

OBJECTIVE 28

PROVIDE SECURE AND CONVENIENT PARKING FACILITIES FOR BICYCLES.

POLICY 28.2

Provide secure bicycle parking at existing city buildings and facilities and encourage it in existing commercial and residential buildings.

OBJECTIVE 31

ESTABLISH PARKING RATES AND OFF-STREET PARKING FARE STRUCTURES TO REFLECT THE FULL COSTS, MONETARY AND ENVIRONMENTAL, OF PARKING IN THE CITY.

POLICY 31.1

Set rates to encourage short-term over long term automobile parking.

POLICY 31.2

Where off-street parking near institutions and in commercial areas outside downtown is in short supply, set parking rates to encourage higher turnover and more efficient use of the parking supply.

POLICY 31.3

Encourage equity between drivers and non-drivers by offering transit fare validations and/or cash-out parking programs where off-street parking is validated or subsidized.

OBJECTIVE 33

CONTAIN AND LESSEN THE TRAFFIC AND PARKING IMPACT OF INSTITUTIONS ON SURROUNDING RESIDENTIAL AREAS.

POLICY 33.1

Limit the provision of long-term automobile parking facilities at institutions and encourage such institutions to regulate existing facilities to assure use by short-term clients and visitors.

POLICY 33.2

Protect residential neighborhoods from the parking impacts of nearby traffic generators.

OBJECTIVE 40

ENFORCE A PARKING AND LOADING STRATEGY FOR FREIGHT DISTRIBUTION TO REDUCE CONGESTION AFFECTING OTHER VEHICULAR TRAFFIC AND ADVERSE IMPACTS ON PEDESTRIAN CIRCULATION.

POLICY 40.1

Provide off-street facilities for freight loading and service vehicles on the site of new buildings sufficient to meet the demands generated by the intended uses. Seek opportunities to create new off-street loading facilities for existing buildings. One way to address deficiencies in freight-loading facilities for existing buildings is to make short-term parking for loading and deliveries a high priority use of adjacent curb space.

POLICY 40.5

Loading docks and freight elevators should be located conveniently and sized sufficiently to maximize the efficiency of loading and unloading activity and to discourage deliveries into lobbies or ground floor locations except at freight-loading facilities.

POLICY 40.9

Where possible, mitigate the undesirable effects of noise, vibration and emission by limiting late evening and early hour loading and unloading in retail, institutional, and industrial facilities abutting residential neighborhoods.

Although there are some trips to institutions which are appropriately made by automobile, especially for medical appointments and hospital visits, work trips would be made by transit wherever possible. As part of the long-term improvement measures to reduce the amount of traffic and parking generated to the extent possible, long-term parking of any kind would not be permitted on campus.

As part of the mitigation measure identified in the EIR, SFGH would implement a working Transportation Demand Management program. Because SFGH would not add any additional parking for the proposed replacement project, it is estimated that, by 2021, there would be a need for additional 400 parking spaces. In order to avoid parking spillover into the adjacent neighborhoods, existing single-occupant auto share (59 percent drive alone) must be reduced to 45 percent of drivers. This would require aggressive marketing and financial incentives to shift employees away from driving alone to transit, carpool, and vanpools, and would include the following elements, - information dissemination and campus-wide coordination of all services promoting transit, ridesharing and parking management, annual travel behavior survey, shuttle service to Caltrain, BART and Transbay terminal and other transportation improvement measures as outlined in the EIR.

In collaboration with SFMTA and the Sheriff's Office (which currently enforces the parking regulations on campus and have parking ticket-writing and towing authority), SFGH would develop an overall parking arrangement and enforcement plan to ensure strict enforcement of tow-away at this location, as well as other parking enforcement including the residential parking permit zone W to ensure residents be given preference in the use of residential neighborhood on-street parking spaces.

Bicycle parking facilities would be expanded on the SFGH campus and walkways and pedestrian linkages as well as loading and service areas would be designed to be consistent with the policies of the Transportation Element. Showers for bicyclist would be required as part of the Transportation Demand Management program.

The proposed replacement project would include planting of new street trees to provide shade, create a human scale on the street, soften the edge between the building and the street, and serve as a buffer between pedestrian space and the street. Moreover, street trees are an important environmental consideration as they contribute to cleaner air.

The west lawn area along Potrero Avenue has historically functioned as the symbolic main entrance to the SFGH campus and currently functions as a pedestrian entrance. The design of the proposed hospital would be oriented towards Potrero Avenue through the introduction of architectural features at the pedestrian level and above. Architectural features along the Potrero Avenue elevation shall direct any foot traffic to continue to use the Potrero Avenue side of the campus as a primary pedestrian entry, helping to make the pedestrian environment more agreeable and safe.

As described in the EIR, the proposed replacement project would include restoration or rehabilitation of the 1915 perimeter fence of the SFGH Historic District, as well as the repair of the damaged portions of the fence to prevent further deterioration. Additionally, the proposed replacement project would restore or rehabilitate the historic light standards and flagpoles, historic landscape, trees, planting beds,

shrubs, walkways, and other landscape features along Potrero Avenue to their historic condition based upon physical or photographic evidence dating from the 1920s until 1976.

X. URBAN DESIGN

THE URBAN DESIGN ELEMENT CONCERNS THE PHYSICAL CHARACTER AND ORDER OF THE CITY, AND THE RELATIONSHIP BETWEEN PEOPLE AND THEIR ENVIRONMENT.

OBJECTIVE 1

EMPHASIS OF THE CHARACTERISTIC PATTERN WHICH GIVES TO THE CITY AND ITS NEIGHBORHOODS AN IMAGE, A SENSE OF PURPOSE, AND A MEANS OF ORIENTATION.

POLICY 1.3

Recognize that buildings, when seen together, produce a total effect that characterizes the city and its districts.

POLICY 1.7

Recognize the natural boundaries of districts, and promote connections between districts.

OBJECTIVE 2

IMPROVEMENT OF THE NEIGHBORHOOD ENVIRONMENT TO INCREASE PERSONAL SAFETY, COMFORT, PRIDE AND OPPORTUNITY.

POLICY 2.4

Preserve notable landmarks and areas of historic, architectural or aesthetic value, and promote the preservation of other buildings and features that provide continuity with past development.

POLICY 2.6

Respect the character of older development nearby in the design of new buildings.

POLICY 2.7

Recognize and protect outstanding and unique areas that contribute in an extraordinary degree to San Francisco's visual form and character.

OBJECTIVE 3

MODERATION OF MAJOR NEW DEVELOPMENT TO COMPLEMENT THE CITY PATTERN, THE RESOURCES TO BE CONSERVED, AND THE NEIGHBORHOOD ENVIRONMENT.

POLICY 3.1

Promote harmony in the visual relationships and transitions between new and older buildings.

POLICY 3.5

Relate the height of buildings to important attributes of the city pattern and to the height and character of existing development.

POLICY 3.6

Relate the bulk of buildings to the prevailing scale of development to avoid an overwhelming or dominating appearance in new construction.

OBJECTIVE 4

IMPROVEMENT OF THE NEIGHBORHOOD ENVIRONMENT TO INCREASE PERSONAL SAFETY, COMFORT, PRIDE AND OPPORTUNITY

POLICY 4.12

Install, promote and maintain landscaping in public and private areas.

POLICY 4.13

Improve pedestrian areas by providing human scale and interest.

The proposed replacement project would be generally consistent with applicable urban design policies, which are particularly relevant to the proposed new hospital building because buildings on the SFGH campus appear to be eligible for listing on the National Historic Register as a district, although they are currently not listed. The setbacks between the proposed new building and Buildings 20 and 30 would try to respect the character and design of the SFGH campus and provide continuity with elements of the older buildings.

While the proposed design exceeds the bulk limits of the 105-E zoning district, the additional bulk would allow the circular tower element of the building to be stepped back from the podium façade, thus maintaining the spacing and character of the adjacent finger wards and allowing for a design that would be more consistent with the character of the SFGH campus.

The proposed building material (brick and glass) would help to integrate the proposed new building into the existing fabric of the campus and help create a unified campus character. In addition, the proposed new building design of the podium and setting back of the circular tower would help to create a more human scale for the pedestrian area along Potrero Avenue.

Landscape on the building terrace (floors two and seven) would help soften the building façade and publicly usable open space would be provided on the seventh floor rooftop garden.

The proposed replacement project would preserve all of the existing historic buildings on campus (i.e. Building 1, 9, 10/20, 30/40, 80/90, and 100). In fact, the mitigation measure described in the EIR would include conducting a conditions assessment of historic buildings and recommending a maintenance program to ensure the continued preservation of these historic resources.

8. The proposed replacement project is consistent with the eight General Plan priority policies set forth in Section 101.1 in that:

- A) The existing neighborhood-serving retail uses will be preserved and enhanced and future opportunities for resident employment in and ownership of such businesses will be enhanced:

The proposed replacement project would not adversely affect existing neighborhood-serving retail uses or opportunities for employment in or ownership of such businesses.

- B) The existing housing and neighborhood character will be conserved and protected in order to preserve the cultural and economic diversity of our neighborhoods:

The proposed replacement project would have no adverse effect on existing housing and neighborhood character.

- C) The City's supply of affordable housing will be preserved and enhanced:

The proposed replacement project would have no adverse effect on the City's supply of affordable housing.

- D) The commuter traffic will not impede MUNI transit service or overburden our streets or neighborhood parking:

The proposed replacement project would, on balance, not result in commuter traffic impeding MUNI transit service or overburdening the streets or neighborhood parking. As part of the mitigation measure identified in the EIR, SFGH would implement a working Transportation Demand Management program. Because SFGH would not add any additional parking for the proposed replacement project, it is estimated that, by 2021, there would be a need for additional 400 parking spaces. In order to avoid parking spillover into the adjacent neighborhoods, existing single-occupant auto share (59 percent drive alone) must be reduced to 45 percent drive. This would require aggressive marketing and financial incentives to shift employees away from driving alone to transit, carpool, and vanpools, and would include the following elements, - information dissemination and campus-wide coordination of all services promoting transit, ridesharing and parking management, annual travel behavior survey, enhanced shuttle services and other transportation improvement measures as outlined in the EIR.

- E) A diverse economic base will be maintained by protecting our industrial and service sectors from displacement due to commercial office development. And future opportunities for resident employment and ownership in these sectors will be enhanced:

The proposed replacement would not adversely affect the industrial or service sectors or future opportunities for resident employment or ownership in these sectors.

- F) The City will achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake.

The proposed replacement project is in direct response to SB 1953 mandating that all acute-care facilities in the State of California meet established seismic requirements by 2008 or be forced to shut down. Needless to say, the proposed replacement project is designed and will be constructed to conform to the structural and seismic safety requirements of the City Building Code.

- G) That landmark and historic buildings will be preserved:

The proposed replacement project would, on balance, have no adverse effect on landmark and historic buildings. The project would preserve many all of the existing historic buildings on campus (i.e. Building 1, 9, 10/20, 30/40, 80/90, and 100) and the proposed building material (brick and glass) would help to integrate the proposed new building into the existing fabric of the campus and help create a unified campus character. Although the project would impact the integrity of the potential historic SFGH District, mitigation measures would assure that the SFGH District retains its historic significance.

Additionally, the mitigation measure described in the EIR would include conducting a conditions assessment and recommending a maintenance program for these structures to ensure the continued preservation of these historic resources.

- H) Parks and open space and their access to sunlight and vistas will be protected from development:

The proposed replacement project would, on balance, have no adverse effect on parks or open space or their access to sunlight and vistas. The proposed replacement project would remove approximately 45,000 square feet of open space, which is part of SFGH's campus and owned by the San Francisco Public Health Department. The replacement project would provide new landscaped areas adjacent to the new hospital as well as create a publicly accessible rooftop garden. Further, the project would be required to restore perimeter fencing, and historic landscape, trees, planting beds, shrubs, walkways and other landscape features along Potrero Avenue to their historic condition, along with removing non-historic trailers and restoring and relocating historic light standards and flagpole.

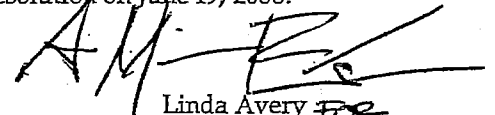
9. The proposed replacement project is consistent with and would promote the general and specific purposes of the Code provided under Section 101.1(b) in that, as designed, the proposed replacement project would contribute to the character and stability of the neighborhood and would constitute a beneficial development.

Resolution No. 17625
Hearing Date: June 19, 2008

CASE NO. 2007.0603R
1001 Potrero Avenue

10. The Commission hereby adopts consistency findings of the San Francisco General Hospital Seismic Compliance Hospital Replacement Program with the General Plan.

I hereby certify that the Planning Commission ADOPTED the foregoing Resolution on June 19, 2008.


Linda Avery *for*
Commission Secretary

AYES: Commissioners Lee, Sugaya, Moore, Antonini, Miguel, and Olague

NAYS: None

ABSENT: None

ADOPTED: June 19, 2008

1 [San Francisco General Hospital and Trauma Center General Obligation Bonds].

2
3 **Resolution determining and declaring that the public interest and necessity demand**
4 **the building and/or rebuilding and improving of the earthquake safety of the San**
5 **Francisco General Hospital and Trauma Center and related costs necessary or**
6 **convenient for the foregoing purposes; finding that the estimated cost of \$887,400,000**
7 **for such improvements is and will be too great to be paid out of the ordinary annual**
8 **income and revenue of the City and County and will require incurring bonded**
9 **indebtedness; adopting findings under the California Environmental Quality Act,**
10 **("CEQA"), CEQA Guidelines and San Francisco Administrative Code Chapter 31,**
11 **including the adoption of a mitigation monitoring and reporting program and a**
12 **statement of overriding considerations; finding the proposed project is in conformity**
13 **with the priority policies of Planning Code Section 101.1(b) and with the General Plan**
14 **consistency requirement of Charter Section 4.105 and Administrative Code Section**
15 **2A.53; and waiving the time limits set forth in Administrative Code section 2.34.**

16
17 WHEREAS, In 1994 the California legislature approved Senate Bill 1953 ("SB 1953"),
18 which required hospitals to meet progressively higher levels of seismic safety beginning in
19 January 2002; and,

20 WHEREAS, In 2000, the City and County of San Francisco (the "City") commissioned a
21 seismic evaluation study (the "Study") that concluded that the San Francisco General Hospital
22 and Trauma Center ("SFGH") has seismic deficiencies as described under SB 1953; and

23 WHEREAS, the Study also concluded that SFGH may not be capable of providing
24 health care services to the public after a major seismic event and should be replaced; and,

1 WHEREAS, In 2001, the Health Commission of the City adopted a resolution
2 supporting the construction of a new acute care hospital; and,

3 WHEREAS, The Board of Supervisors of the City (the "Board") recognizes the need to
4 build a new, seismically safe acute care hospital at SFGH in order to avoid closure in 2013
5 under SB 1953; and

6 WHEREAS, The Board recognizes the need to implement the San Francisco General
7 Hospital Seismic Compliance Hospital Replacement Program (the "Project"), as more
8 particularly described in the Final Environmental Impact Report ("FEIR") for the Project; now,
9 therefore, be it

10 RESOLVED, By the Board:

11 Section 1. The Board determines and declares that the public interest and necessity
12 demand the building and/or rebuilding and improving of the earthquake safety of SFGH, and
13 related costs necessary or convenient for the foregoing purposes, consistent with the Project.

14 Section 2. The estimated cost of \$887,400,000 of the Project is and will be too great to
15 be paid out of the ordinary annual income and revenue of the City, will require an expenditure
16 greater than the amount allowed by the annual tax levy, and will require the incurrence of
17 bonded indebtedness in an amount not to exceed \$887,400,000.

18 Section 3. The Board, having reviewed the proposed legislation, makes the following
19 findings in compliance with the California Environmental Quality Act ("CEQA"), California
20 Public Resources Code Sections 21000 et seq, the CEQA Guidelines, 15 Cal. Administrative
21 Code Sections 15000 et seq, ("CEQA Guidelines"), and San Francisco Administrative Code
22 Chapter 31 ("Chapter 31"):

23 (i) The Planning Department issued the Project FEIR, San Francisco Planning
24 Department Case No. 2007.0603E, on _____, 2008, a copy of which is on file with the
25

1 Clerk of the Board in File No. _____ and which is incorporated into this resolution by
2 this reference.

3 (ii) The Planning Commission reviewed and considered the Project FEIR by Motion
4 No. _____, and found that the contents of the report and procedures through which
5 the FEIR was prepared, publicized and reviewed complied with the provisions of CEQA, the
6 CEQA Guidelines and Chapter 31; a copy of the motion is on file with the Clerk of the Board in
7 File No. _____ and is incorporated into this resolution by this reference.

8 (iii) By the same motion, the Planning Commission, on _____, 2008, certified
9 the FEIR in compliance with CEQA, the CEQA Guidelines and Chapter 31, finding that the
10 FEIR was adequate, accurate and objective and reflected the independent judgment of the
11 Planning Commission; the Planning Commission further found that the Comments and
12 Responses to the Draft Environmental Impact Report ("DEIR") contained no significant
13 revisions to the DEIR and the Project as described in the FEIR will have significant and
14 unavoidable impacts on (a) the historical integrity of the potential SFGH District, a historical
15 resource under CEQA, and (b) contribute to future 2021 cumulative traffic conditions on the
16 southbound U.S. Highway 101 off-ramp to Potrero Avenue and Cesar Chavez Boulevard;.

17 (iv) Under the requirements of CEQA, the CEQA Guidelines and Chapter 31, the
18 Planning Department prepared proposed findings for the Project regarding the alternatives to
19 the Project, mitigation measures and significant environmental impacts analyzed in the FEIR,
20 a statement of overriding considerations, approval actions needed to implement the Project
21 and a proposed mitigation monitoring and reporting program ("CEQA Findings"), which are
22 attached to this resolution as Attachment A, including Exhibit 1 (SFGH Seismic Compliance
23 Hospital Replacement Program Mitigation Monitoring and Reporting Program), and have been
24 made available to the public and this Board for the Board's review, consideration and action.
25

1 (v) Approval of funding for the new, seismically safe SFGH is one of the approval
2 actions listed in the CEQA Findings as a discretionary action that will be taken to implement
3 the project described in the FEIR.

4 (vi) The FEIR and files related to the FEIR have been made available for review by
5 the Board and the public and these files are part of the record before the Board.

6 (vii) The Board has reviewed and considered the information contained in the FEIR
7 and adopts the CEQA Findings attached hereto as Attachment A, including a statement of
8 overriding considerations, and Exhibit 1 and incorporates the CEQA Findings into this
9 resolution by this reference.

10 Section 4. The Board finds and declares that the proposed Project is (i) in conformity
11 with the priority policies of Section 101.1(b) of the City Planning Code, (ii) in accordance with
12 Section 4.105 of the San Francisco Charter and Section 2A.53(f) of the City Administrative
13 Code, and (iii) consistent with the City's General Plan, and adopts the findings of the City
14 Planning Department, as set forth in the General Plan Referral Report dated June _____,
15 2008, a copy of which is on file with the Clerk of the Board in File No. _____ and
16 incorporates such findings by reference.

17 Section 5. The time limit for approval of this resolution specified in Section 2.34 of the
18 San Francisco Administrative Code is waived.

19 Section 6. Under Section 2.40 of the San Francisco Administrative Code, the
20 ordinance submitting this proposal to the voters shall contain a provision authorizing landlords
21 to pass-through fifty percent (50%) of the resulting property tax increases to residential
22 tenants in accordance with Chapter 37 of the San Francisco Administrative Code.
23
24
25

1 Section 7. Documents referenced in this resolution are on file with the Clerk of the
2 Board of Supervisors in File No. , which is hereby declared to be a part of this resolution as
3 if set forth fully herein.
4

5
6 APPROVED AS TO FORM:
7 DENNIS J. HERRERA
8 City Attorney

9 By: Kenneth David Roux
10 KENNETH DAVID ROUX
11 Deputy City Attorney
12
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City and County of San Francisco

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

Tails Resolution

File Number: 080664

Date Passed:

Resolution determining and declaring that the public interest and necessity demand the building and/or rebuilding and improving of the earthquake safety of the San Francisco General Hospital and Trauma Center and related costs necessary or convenient for the foregoing purposes; finding that the estimated cost of \$887,400,000 for such improvements is and will be too great to be paid out of the ordinary annual income and revenue of the City and County and will require incurring bonded indebtedness; adopting findings under the California Environmental Quality Act, ("CEQA"), CEQA Guidelines and San Francisco Administrative Code Chapter 31, including the adoption of a mitigation monitoring and reporting program and a statement of overriding considerations; finding the proposed project is in conformity with the priority policies of Planning Code Section 101.1(b) and with the General Plan consistency requirement of Charter Section 4.105 and Administrative Code Section 2A.53; and waiving the time limits set forth in Administrative Code section 2.34.

July 16, 2008 Board of Supervisors — ADOPTED

Ayes: 10 - Alioto-Pier, Chu, Daly, Duffy, Elsbernd, Maxwell, McGoldrick,
Mirkarimi, Peskin, Sandoval

Absent: 1 - Ammiano

File No. 080664

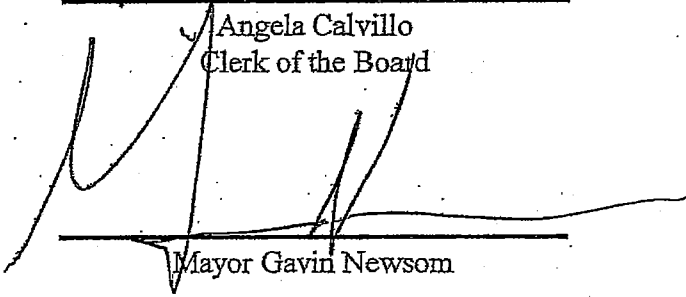
I hereby certify that the foregoing Resolution was ADOPTED on July 16, 2008 by the Board of Supervisors of the City and County of San Francisco.



Angela Calvillo
Clerk of the Board

7-21-08

Date Approved



Mayor Gavin Newsom



SAN FRANCISCO PLANNING DEPARTMENT

Addendum to Environmental Impact Report

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Suite 400
San Francisco,
CA 94103-2479

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Information:
415.558.6377

Addendum Date: January 2, 2014
Case No.: 2007.0603E
Project Title: San Francisco General Hospital Seismic Compliance Hospital Replacement Program
EIR: 2007.0603E, certified June 19, 2008
Project Sponsors: Diane Kay, UCSF Campus Planning (415) 502-5311
Mark Primeau, SF Department of Public Health, (415) 554-2789
Lead Agency: San Francisco Planning Department
Staff Contact: Jeanie Poling – (415) 575-9072
jeanie.poling@sfgov.org

REMARKS

Background

The San Francisco General Hospital Seismic Compliance Hospital Replacement Program Environment Impact Report (SFGH EIR) was certified by the Planning Commission on June 19, 2008.¹ The project analyzed in the EIR is the construction of a new approximately 422,144 gross-square-foot, seven-story acute care hospital to comply with seismic safety requirements of Senate Bill 1953; the relocation of acute care services from the existing Main Hospital to the new hospital; the phasing out of certain non-acute care services on the SFGH campus; and landscape improvements bordering the new hospital.

The project received Conditional Use Authorization for a Planned Unit Development addressing height measurement modification, bulk, and parking, among other approvals.² The new acute care hospital is currently being constructed on the former west lawn area of the SFGH campus, located along Potrero Avenue, between Buildings 20 and 30 (see Figure 1). Acute care services currently located in the existing Main Hospital (Building 5) will be relocated to the new hospital, and the vacated space in the existing Main Hospital will be reused for non-acute care medical and administrative uses. The SFGH campus is in a P (Public) Use District and a 105-E Height and Bulk District.

Construction of the new acute care hospital is anticipated to be completed in 2015. The San Francisco Department of Public Health (SFDPH) and the University of California San Francisco (UCSF)³ are also in the early planning stages of a project that would build a new research building on an existing parking lot on the southeast portion of the SFGH campus (the B/C Lot), and expand the City-owned parking

¹ Planning Commission Motion No. 17623, June 19, 2008. Project files are available for review at 1650 Mission Street, 4th Floor, as part of Case No. 2007.0603E.

² Planning Commission Motion No. 17766, November 20, 2008. Project files available for review at 1650 Mission Street, 4th Floor, as part of Case No. 2007.0603C.

³ UCSF and SFDPH staff work together at the SFGH campus to provide trauma, psychiatric and emergency care, outpatient treatment and other medical services.

structure across 23rd Street from the campus to accommodate parking that would be displaced by the development of the new research building. The proposed research building/parking structure expansion project will undergo its own environmental review and is not the subject of this EIR Addendum. Figure I provides a site plan of the SFGH campus.

Project Description

The revised project entails the following elements:

- Construction of a 10-foot "fall-zone" around the perimeter of Buildings 10, 20, 30, 40 and 100 using fencing and landscaping, including:
 - Three new fences and gates on the south and north facades of Building 100;
 - New vegetation and paving (measuring approximately 10 feet in width) along the west façade of Building 10;
 - New vegetation and paving near the northwest corner of Building 20 on either side of the non-historic exit stairway;
 - New vegetation and paving at the southwest corner of Building 30 on either side of the non-historic exit stairway;
 - New vegetation and paving (measuring approximately 10 feet in width) along the west façade of Building 40.
- Construction of one new self-supporting steel canopy facing an inner courtyard currently occupied by mechanical equipment along the north façade of Building 40; and,
- Re-anchoring/repairing historic clay tile roof on Building 30.

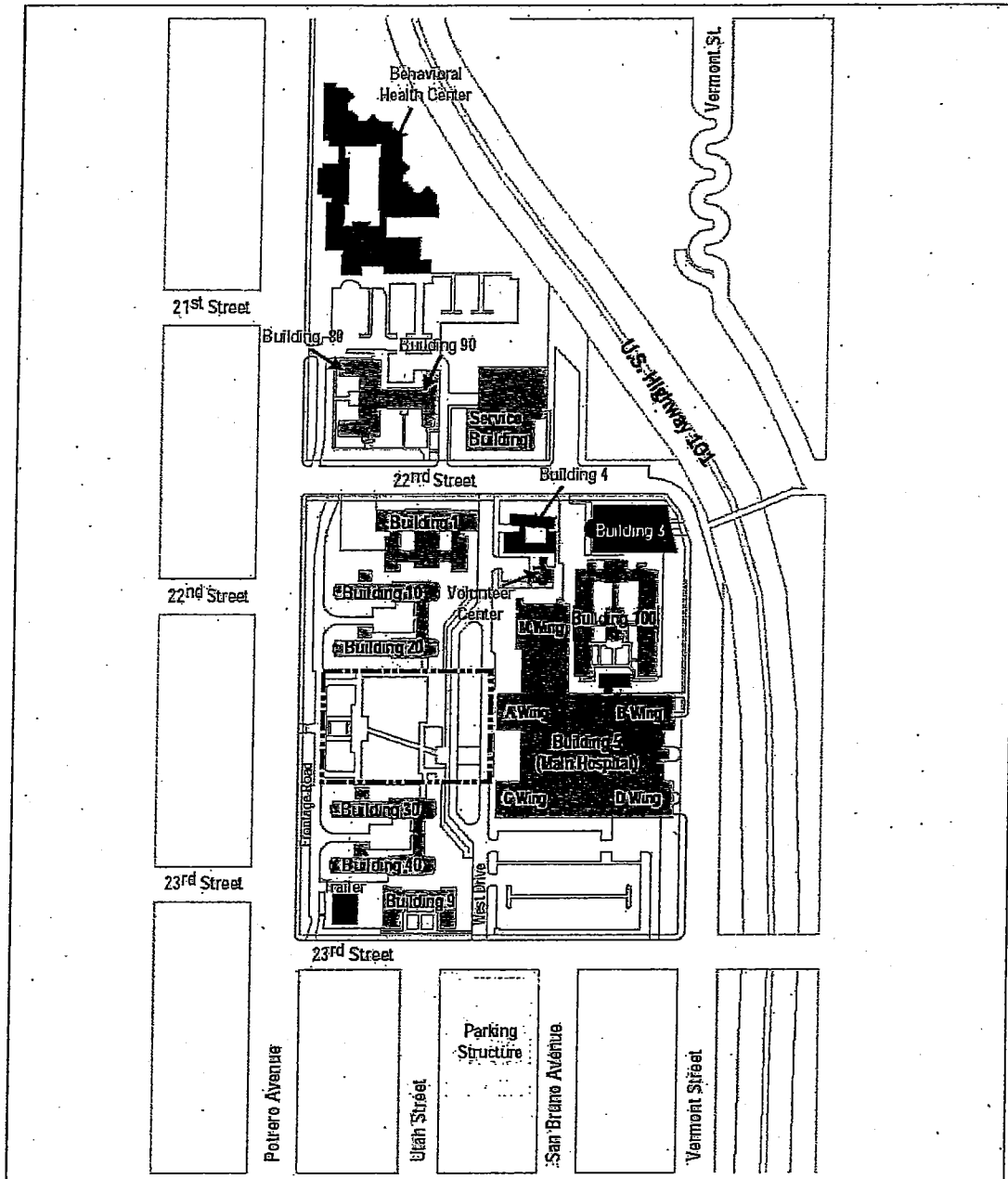
These landscape alterations and steel canopy are anticipated to be in place for approximately five to seven years.

The Final SFGH EIR noted that the seismic retrofit of Buildings 1, 10/20, 30/40, 80/90, and 100 would occur after the completion and operation of the new acute care hospital. The landscaping, fencing, canopy and tire repair that are currently proposed are interim measures until those permanent repairs/stabilizations can occur. Thus, the revised project is a minor technical change or addition to the SFGH project analyzed in the SFGH EIR.

Approvals Required

The project requires approval by the San Francisco Health Commission and a building permit from the San Francisco Department of Building Inspection.

Figure 1 – San Francisco General Hospital Campus



Source: San Francisco General Hospital Seismic Compliance Hospital Replacement Program EIR, Case No. 2007.0603E, Figure III-2.

Note: The replacement acute care hospital that is currently under construction is within the dotted lines. The proposed research building that is currently in the early planning stages would be located on the existing parking lot south of Building 5 and east of West Drive.

Analysis of Potential Environmental Effects

Section 31.19(c)(1) of the San Francisco Administrative Code states that a modified project must be reevaluated and that, "If, on the basis of such reevaluation, the Environmental Review Officer determines, based on the requirements of CEQA, that no additional environmental review is necessary, this determination and the reasons therefor shall be noted in writing in the case record, and no further evaluation shall be required by this Chapter."

CEQA Guidelines Section 15164 provides for the use of an addendum to document the basis of a lead agency's decision not to require a Subsequent or Supplemental EIR for a project that is already adequately covered in an existing certified EIR. The lead agency's decision to use an addendum must be supported by substantial evidence that the conditions that would trigger the preparation of a Subsequent EIR, as provided in CEQA Guidelines Section 15162, are not present.

The SFGH EIR determined that implementation of the project would not result in any significant and unavoidable physical environmental impacts related to plans and policies; land use and planning; population, housing and employment; aesthetics (visual quality and urban design); shadow and wind; utilities, service systems, and energy; public services; biological, agricultural, and mineral resources; and growth inducement.

The EIR furthermore determined that the project would result in potentially significant impacts that could be reduced to less-than-significant levels with implementation of mitigation measures for impacts related to noise; air quality; geology, soils and seismicity; hydrology and water quality; and hazards and hazardous materials.

The EIR concluded that the project would result in significant and unavoidable impacts related to the historical integrity of the eligible SFGH District, a historical resource under CEQA. Mitigation measures were identified in the EIR to reduce this significant impact, but would not be sufficient to reduce these impacts to less-than-significant levels. The EIR also found that the project would result in significant and unavoidable transportation impacts in that it would contribute considerably to adverse cumulative traffic conditions on southbound US Highway 101 off-ramp to Potrero Avenue and Cesar Chavez Boulevard under future (2021) cumulative conditions. Mitigation measures were identified in the EIR to reduce this significant impact, but would not be sufficient to reduce these impacts to less-than-significant levels.

Historical Resources

Preservation Planning staff reviewed the revised project.⁴ The SFGH campus comprises an eligible historic district (the SFGH District), and the SFGH EIR identifies character-defining landscape features of the District:

⁴ Rich Sucre, Preservation Planner, San Francisco General Hospital (SFGH) Seismic Compliance Hospital Replacement Program, Case No. 2007.0603E, EIR Addendum: Interim Seismic Measures, Buildings 10, 20, 30, 40 and 100. This memo is attached.

The SFGH District is bounded by brick and steel perimeter fencing, constructed of brick posts with terra cotta capitals and medallions, interspersed with vertical metal railings. The primary entries are characterized by double-arched decorative metal gates. Brick gatehouses, located at each primary entry to the south campus (one each on Potrero Avenue and 23rd Street, as well as one at the entry to the north campus on 22nd Street), feature gable and parapet Mission tile roofs, Craftsman brackets, doors, and windows with metal grilles. The brick bus shelter, with Mission tile gable roof, arched bays, and Palladian windows, is also an important feature. The wide concrete stairway from Potrero Avenue, flanked by brick windowpane casings with terra cotta details and formal gardens, is an important element of the 1915 design and appears to retain its integrity of design. Lighted by period metal electroliers, the stairway and gardens provide a human scale entry and a sense of arrival. Although not all dating to the 1915 period, concrete pathways, lawns, and ornamental plantings provide open spaces and contrasting greenery in the midst of the red and terra cotta colors.

The SFGH EIR identified significant adverse and unavoidable impacts of the project to historic architectural resources, specifically caused by the construction of a new acute care hospital on the SFGH campus. The EIR stated that while the project would not alter any historic fabric of adjacent Buildings 10/20 and 30/40, project construction would result in direct impacts to the SFGH District by removing the concrete entry stairway to the main campus along Potrero Avenue and the formal rectangular gardens and lawns. Most of these landscape elements are from the period of significance for the SFGH District. The EIR determined that these landscape features contributed to the eligibility of the SFGH District.

Planning Department preservation technical specialist staff reviewed the revised project and found that there would be no substantial change in the scope of work and that the revised project would cause no greater impact to historic resources on the SFGH campus than originally reviewed in the SFGH EIR. The revised project would be consistent with the *Secretary of the Interior's Standards for Rehabilitation*, and would not cause a substantial adverse impact to Buildings 10, 20, 30, 40, and 100. Specifically, the revised project would repair failing elements of the existing terra cotta roof of the historic Building 30. The revised project is additive in nature, and does not damage or remove any historic features. Further, the self-supporting steel canopy designed for Building 40 would be located in a discrete location, would be minimally visible from public rights-of-way, and would not be attached to the historic building, thus would not impact any existing historic fabric on the SFGH campus. Finally, the new landscaping and fencing around the perimeter of Building 100 would not detract from the overall historic character of the surrounding eligible historic district. These new landscape elements would be designed to be consistent with the district's historic landscaping and would feature a mix of vegetation and hardscape.

The revised project would not significantly impact the landscape elements that are character-defining features of the eligible historic district and would be designed in a manner that would be compatible with the existing historic landscape features of the SFGH District — for example, the decorative metal rails and planting palette would be consistent with existing historic features. The revised project would not result in a greater impact to the setting of the eligible historic district compared to what was analyzed in the SFGH EIR, since the new interim work would be designed to be compatible with the district's overall historic character.

As the revised project would not cause additional significant impacts to historic resources on the SFGH campus, the EIR mitigation measures for historic architectural resources would remain in place. Relative to Historic Architecture Resources, the EIR identified the following mitigation measures:

- Architectural Resources Mitigation Measure – Documentation
- Architectural Resources Mitigation Measure – Interpretation
 - ❖ Placard
 - ❖ Interior Display and Video
 - ❖ Brochures
- Architectural Resources Mitigation Measure – Historic Integrity
 - ❖ Removal of Incompatible Building Modifications
 - ❖ Perimeter Fence Improvements
 - ❖ Restoration of Landscape Feature
 - ❖ Conditions Assessment and Maintenance Program for Historic Structures
 - ❖ Design Mitigation

Since the EIR was published, SFGH has undertaken and will continue implementation of these mitigation measures. As per the identified mitigation, UCSF and SFDPH will ensure that future work is restorative in nature and will assist in maintaining the integrity of the SFGH District.

In conclusion, the revised project would not result in a substantial increase in the severity of the previously identified significant impact on historic resources and would not require any new mitigation measures.

Other Impacts

The EIR noted that the project would change the existing visual relationships between buildings on campus and would alter the existing visual quality and character of the campus. The EIR noted that, when viewed from Potrero Avenue, the campus buildings contribute to the unique character of the campus. The revised project would change the project site's visual character via the use of fencing and landscaping around the perimeter of Buildings 10, 20, 30, 40 and 100 and the addition of a canopy along the north façade of Building 40. While these changes would be noticeable, they would be consistent with the architectural style and visual character of the campus and thus would not cause significant adverse impacts to the existing visual character of the site.

The EIR concluded that although the adopted project could alter existing views from public viewpoints, because of the proposed development onsite, it would not have a substantial adverse effect on scenic views or vistas. The revised project is similar to the previously approved project in height, bulk, and building square footage and open space placement, and would result in similar changes to existing views immediately surrounding the project site boundaries. Similar to the adopted project and the project analyzed in the EIR, the revised project would not substantially or adversely degrade public views or

scenic vistas, result in a degradation of the visual quality or character of the site or surroundings or create substantial new sources of light or glare. Project and cumulative aesthetic effects would be less than significant.

Other than historic resources and visual character, all other topics that were addressed in the SFGH EIR⁵ would not be affected by the proposed change, and impacts identified in the EIR, as described above, would remain the same.

Conclusion

Based on the foregoing, it is concluded that the analyses conducted and the conclusions reached in the SFGH EIR certified on June 19, 2008, remain valid. The proposed revisions to the previously approved project would not cause new significant impacts not identified in the SFGH EIR, and no new mitigation measures would be necessary to reduce significant impacts related to the revised project. The proposed new research building on the existing B/C Lot on campus that is in the early stages of planning and is not covered by this SFGH EIR Addendum would not affect or be affected by the proposed interim seismic improvements. No changes have occurred with respect to circumstances surrounding the revised project that would cause significant environmental impacts to which the project would contribute considerably, and no new information has become available that shows that the project would cause significant environmental impacts. Therefore, no supplemental environmental review is required beyond this addendum.

Date of Determination:

January 2nd, 2014

I do hereby certify that the above determination has been made pursuant to State and Local requirements.

Victoria Wise for
Sarah B. Jones
Environmental Review Officer

cc: Diane Kay, UCSF Campus Planning
Mark Primeau, SF Department of Public Health
Rich Sucre, San Francisco Planning Dept.

Bulletin Board / Master Decision File
Distribution List

⁵ Plans and policies; land use; population, housing, and employment; shadow and wind; archeological and paleontological resources; transportation, circulation, and parking; noise; air quality; utilities, service systems, and energy; public services; geology, soils, and seismicity; hydrology and water quality, hazardous materials; and biological, agricultural, and mineral resources.



SAN FRANCISCO PLANNING DEPARTMENT

MEMO

DATE: December 27, 2013

TO: File

FROM: Richard Sucre, Preservation Technical Specialist/Planner,
Southeast (SE) Quadrant

RE: San Francisco General Hospital (SFGH) Seismic Compliance,
Hospital Replacement Program
Case No. 2007.0603E
EIR Addendum: Interim Seismic Measures, Buildings 10, 20, 30, 40 and 100

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The San Francisco General Hospital (SFGH) Seismic Compliance, Hospital Replacement Program Environment Impact Report (EIR) was certified by the Planning Commission on June 19, 2008.

On December 19, 2013, the University of California San Francisco (UCSF), on behalf of the SFGH and the Department of Public Health (DPH), submitted a revised project for interim seismic safety measures for Buildings 10, 20, 30, 40 and 100. In brief, the revised project entails:

- Construction of a 10-ft "fall-zone" around the perimeter of Buildings 10, 20, 30, 40 and 100 using fencing and landscaping;
- Construction of one new self-supporting steel canopy facing an inner courtyard currently occupied by mechanical equipment along the north façade of Building 40; and,
- Re-anchoring/repairing historic clay tile roof on Building 30.

These landscape alterations are anticipated to be in place for approximately five to seven years.

In detail, the revised project would construct new landscape features and fences consisting of: three new fences and gates on the south and north facades of Building 100; installation of new vegetation and paving (measuring approximately 10-ft) along the west façade of Building 10; installation of new vegetation and paving near the northwest corner of Building 20, on either side of the non-historic exit stairway; installation of new vegetation and paving at the southwest corner of Building 30, on either side of the non-historic exit stairway; and, installation of new vegetation and paving (measuring approximately 10-ft) along the west façade of Building 40.

As noted in the EIR, significant adverse and unavoidable impacts were identified to historic architectural resources, specifically caused by the construction of a new acute care hospital. The EIR stated that while the project would not alter any historic fabric of adjacent Buildings 10/20 and 30/40, project construction would result in direct impacts to the SFGH District by removing the concrete entry stairway, flanking brick windowpane casing walls with terra cotta escutcheons, and formal rectangular gardens and lawns. Most of these landscape elements persist from the period of significance for the SFGH District. The EIR determined that these landscape features contributed to the eligibility of the SFGH District.

Department Preservation staff reviewed the revised project and found that there is no substantial change in the scope of work and that the project would cause no greater impact to historic resources than originally reviewed in the EIR (Case No. 2007.0603E). The revised project would be consistent with the Secretary of the Interior's Standards for Rehabilitation, and would not cause a substantial adverse impact to Buildings 10, 20, 30, 40 and 100. Specifically, the revised project would repair failing elements of the

existing terracotta roof, as evidenced by the work at Building 30. The revised project is additive in nature, and does not damage or remove any historic features. Further, the self-supporting steel canopy designed for Building 40 would be located in a discrete location, would be minimally visible from public rights-of-way, and would not be attached to the historic building, thus would not impact any existing historic fabric. Finally, the new landscaping and fencing around the perimeter of the subject buildings would not detract from the overall historic character of the surrounding historic district. These new landscape elements would be designed to be consistent with the district's historic landscaping and would feature a mix of vegetation and hardscape.

As noted in the EIR, the character-defining landscape features of the SFGH Historic District include:

The SFGH District is bounded by brick and steel perimeter fencing, constructed of brick posts with terra cotta capitals and medallions, interspersed with vertical metal railings. The primary entries are characterized by double-arched decorative metal gates. Brick gatehouses, located at each primary entry to the south campus (one each on Potrero Avenue and 23rd Street, as well as one at the entry to the north campus on 22nd Street), feature gable and parapet Mission tile roofs, Craftsman brackets, doors, and windows with metal grilles. The brick bus shelter, with Mission tile gable roof, arched bays, and Palladian windows, is also an important feature. The wide concrete stairway from Potrero Avenue, flanked by brick windowpane casings with terra cotta details and formal gardens, is an important element of the 1915 design and appears to retain its integrity of design. Lighted by period metal electroliers, the stairway and gardens provide a human scale entry and a sense of arrival. Although not all dating to the 1915 period, concrete pathways, lawns, and ornamental plantings provide open spaces and contrasting greenery in the midst of the red and terra cotta colors.

The revised project would not impact these landscape elements, and would be designed in a manner to be compatible with the existing historic landscape features, as evidenced by the decorative metal rails and planting palette. The revised project does not result in a greater impact to the setting to the historic district, since the new work is designed to be compatible with the district's overall historic character.

As the revised project would not cause additional impacts to historic resources, the EIR mitigation measures for historic architectural resources would remain in place. Relative to Historic Architecture Resources, the EIR identified the following mitigation measures:

- Architectural Resources Mitigation Measure – Documentation
- Architectural Resources Mitigation Measure – Interpretation
 - ❖ Placard
 - ❖ Interior Display and Video
 - ❖ Brochures
- Architectural Resources Mitigation Measure – Historic Integrity
 - ❖ Removal of Incompatible Building Modifications
 - ❖ Perimeter Fence Improvements

- ❖ Restoration of Landscape Feature

- ❖ Conditions Assessment and Maintenance Program for Historic Structures
- ❖ Design Mitigation

Since the EIR was published, SFGH has undertaken and will continue implementation of these mitigation measures. As per the identified mitigation, SFGH/DPH will ensure that future work is restorative in nature and will assist in maintaining the integrity of the historic district.

cc: Devyani Jain, Senior Environmental Planner
Tina Tam, Senior Preservation Planner
Jeanie Poling, Environmental Planner

(RS) G:\Documents\Environmental\SFGH Seismic\SFGH EIR Addendum Memo.doc



SAN FRANCISCO PLANNING DEPARTMENT

General Plan Referral NOTE TO FILE

Date: February 21, 2014
Case No.: 2007.0603R
Project Name: San Francisco General Hospital (SFGH) Seismic Compliance and Hospital Replacement Program
Project Address: 1001 Potrero Avenue
Zoning: P (Public) Zoning District
105-E Height and Bulk District
Block/Lot: 4154/001
Project Sponsor: San Francisco Department of Public Health (SFDPH)

1650 Mission St.
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On June 29, 2008, the Planning Department completed a General Plan Referral for the San Francisco Department of Public Health's San Francisco General Hospital Seismic Compliance and Hospital Replacement Program Project ("Project"). As noted within this document, the Project included:

Project Description. This application is to determine whether the proposed replacement project is in conformity with the General Plan. The Department of Public Health is seeking a General Plan Referral at this time in support of a bond ordinance introduced at the Board of Supervisors on May 13, 2008 and now pending at the Board of Supervisors, that would authorize submittal to the voters of a proposition to incur bonded debt for construction of the hospital replacement project. The Department of Public Health is not seeking the Planning Commission's approval of the project construction at this time. The approval of the replacement project requires a Conditional Use Authorization. That will occur at a later time, likely in the Fall of 2008.

The replacement project as described in the EIR is to construct a new acute care hospital in the west lawn area along Potrero Avenue. The proposed hospital, part of which would be below grade, would comprise a total of 9 stories; and would consist of a generally circular tower above a rectangular podium. Once completed, all acute care services in the existing hospital would be relocated to the new hospital; vacated space in the old hospital would be backfilled by non-acute care purpose functions, such as clinical and office spaces. Construction of the replacement project would begin in the summer of 2011 and occupancy would commence in 2015.

Environmental Review. Major Environmental Analysis has determined that an EIR is required for the hospital replacement project. The Commission's June 19th agenda includes a hearing on the certification of the EIR for SFGH's proposed replacement project. The EIR identifies bond financing approval as one of the

NOTE TO FILE

Case No. 2007.0603R

San Francisco General Hospital (SFGH) Seismic Compliance and Hospital Replacement Program

approval actions required for project implementation. The General Plan Referral is requested in support of the bond financing ordinance and, therefore, is an approval action under CEQA. Also on the Commission's June 19th agenda is the approval of CEQA Findings, including adoption of a statement of overriding considerations and a mitigation monitoring and reporting program.

In January 2013, the Planning Department received an application to revise the Project to include:

- Construction of a 10-foot "fall-zone" around the perimeter of Buildings 10, 20, 30, 40 and 100 using fencing and landscaping, including:
 - Three new fences and gates on the south and north facades of Building 100;
 - New vegetation and paving (measuring approximately 10 feet in width) along the west
façade of Building 10;
 - New vegetation and paving near the northwest corner of Building 20 on either side of the
non-historic exit stairway;
 - New vegetation and paving at the southwest corner of Building 30 on either side of the
non-historic exit stairway;
 - New vegetation and paving (measuring approximately 10 feet in width) along the west
façade of Building 40.
- Construction of one new self-supporting steel canopy facing an inner courtyard currently occupied by mechanical equipment along the north façade of Building 40; and,
- Re-anchoring/repairing historic clay tile roof on Building 30.

These landscape alterations and steel canopy are anticipated to be in place for approximately five to seven years.

The Final SFGH EIR noted that the seismic retrofit of Buildings 1, 10/20, 30/40, 80/90, and 100 would occur after the completion and operation of the new acute care hospital. The landscaping, fencing, canopy and tile repair are interim seismic measures, which would remain in place until permanent repairs/stabilizations is undertaken. Thus, the Revised Project is a minor technical change or addition to the SFGH Project analyzed in the SFGH EIR.

On January 2, 2014, the Environmental Planning Division of the Planning Department published an "Addendum to Environmental Impact Report" for the Revised Project associated with the San Francisco General Hospital Seismic Compliance and Hospital Replacement Program. This document determined that the SFGH EIR, certified by the Planning Commission on June 19, 2008, remains valid. The proposed revisions to the previously approved project would not cause new

NOTE TO FILE

Case No. 2007.0603R

San Francisco General Hospital (SFGH) Seismic Compliance and Hospital Replacement Program

significant impacts not identified in the SFGH EIR, and no new mitigation measures would be necessary to reduce significant impact related to the Revised Project.

This Note to File clarifies that Case No. 2007.0603R considers the Revised Project (as submitted in January 2013), and that its finding of conformance with the General Plan still stands in light of the Revised Project.



SAN FRANCISCO PLANNING DEPARTMENT

Notification of Project Receiving Environmental Review

Date: February 24, 2014
Case No.: 2013.0321E
Project Address: 901 Tennessee Street
Zoning: UMU (Urban Mixed-Use)
 40-X Height and Bulk District
Block/Lot: 4108/017
Lot Size: 10,000 square feet
Staff Contact: Kansai Uchida – (415) 575-9048
 kansai.uchida@sfgov.org

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 Suite 400
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 CA 94103-2479

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 Information:
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RECEIVED

FEB 26 2014

REAL ESTATE DIV.

PROJECT DESCRIPTION:

The project site is located on the southeast corner of 20th Street and Tennessee Street, on the block bounded by 20th Street to the north, 22nd Street to the south, 3rd Street to the east, and Tennessee Street to the west. The project site is located within the Central Waterfront neighborhood and has frontage on both 20th Street and Tennessee Street. The proposed project includes demolition of an existing 9,000 square foot (sf), one-story warehouse constructed in 1948 and construction of a new four-story-over-basement, 40,364 sf residential building. The proposed new building would include 44 dwelling units (26 one-bedroom units, 15 two-bedroom units, and 3 three-bedroom units), 33 underground parking spaces, 45 bicycle parking spaces, a 1,875 square foot internal courtyard, and a 1,776 square foot landscaped roof deck. Five of the ground floor residential units (3,777 sf in total) would be "flexible occupancy" units where up to 25 percent of the square footage of each unit could be used for non-retail business services, such as small businesses or consulting office space. Required approvals for this project include a Certificate of Appropriateness from the Historic Preservation Commission and a Large Project Authorization from the Planning Commission.

PURPOSE OF NOTICE:

The project is being studied by the Planning Department's Environmental Planning Division to determine its potential environmental effects. No environmental documents have been issued for this project. Public comments concerning the potential environmental effects of this project are welcomed. In order for your concerns to be fully considered or to ensure your receipt of future environmental review documents for this project, please contact the staff identified above by March 10, 2014. This notice is routinely sent to community organizations, tenants of the affected property and properties adjacent to the project site, and those persons who own property within 300 feet of the project site. Anyone receiving this notice is encouraged to pass on this information to others who may have an interest in the project.

Environmental review provides information on physical environmental effects and does not make recommendations on the project itself. Other review or approval actions may be required for the project. These actions may involve further public notification and public hearings. If you have comments on the proposed project that pertain to matters other than physical environmental effects, please note the file number and call the Planning Information Center at (415) 558-6377.

Members of the public are not required to provide personal identifying information when they communicate with the Commission or the Department. All written or oral communications, including submitted personal contact information, may be made available to the public for inspection and copying upon request and may appear on the Department's website or in other public documents.

BOARD of SUPERVISORS



City Hall
Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
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TDD/TTY No. 554-5227

MEMORANDUM

TO: John Rahaim, Director, Planning Department
Barbara Garcia, Director, Department of Public Health
Mark Morewitz, Commission Secretary, Health Commission

FROM: Andrea Ausberry, Clerk, Land Use and Economic Development Committee
Board of Supervisors

DATE: March 12, 2014

SUBJECT: LEGISLATION INTRODUCED

The Board of Supervisors' Land Use and Economic Development Committee has received the following proposed legislation, introduced by Supervisor Wiener on March 11, 2014:

File No. 140242

Resolution approving and authorizing a temporary, non-exclusive, non-possessory License Agreement for certain safety enhancement improvements over portions of San Francisco General Hospital Campus for a term of up to 10 years.

If you have any additional comments or reports to be included with the file, please forward them to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

c: AnMarie Rodgers, Planning Department
Sarah Jones, Planning Department
Scott Sanchez, Planning Department
Jeanie Polling, Planning Department
Nannie Turrell, Planning Department
Greg Wagner, Public Health Department
Colleen Chawla, Public Health Department

Introduction Form

By a Member of the Board of Supervisors or the Mayor

Time stamp
or meeting date

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

- 1. For reference to Committee.
An ordinance, resolution, motion, or charter amendment.
- 2. Request for next printed agenda without reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning "Supervisor [] inquires"
- 5. City Attorney request.
- 6. Call File No. [] from Committee.
- 7. Budget Analyst request (attach written motion).
- 8. Substitute Legislation File No. []
- 9. Request for Closed Session (attach written motion).
- 10. Board to Sit as A Committee of the Whole.
- 11. Question(s) submitted for Mayoral Appearance before the BOS on []

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission Youth Commission Ethics Commission
- Planning Commission Building Inspection Commission

Note: For the Imperative Agenda (a resolution not on the printed agenda), use a Imperative

Sponsor(s):

Supervisor Wiener

Subject:

Grant of a Temporary License over Portions of San Francisco General Hospital Campus to Enter and Install Certain Temporary Improvements

The text is listed below or attached:

Resolution approving and authorizing a temporary, non-exclusive, non-possessory License Agreement for certain safety enhancement improvements over portions of San Francisco General Hospital Campus for a term of up to 10 years.

Signature of Sponsoring Supervisor: _____

Scott Wiener

For Clerk's Use Only: