

File No. 130884

Committee Item No. 7

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS
AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee

Date: 10/02/2013

Board of Supervisors Meeting

Date: _____

Cmte Board

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Completed by: Victor Young Date September 27, 2013
Completed by: Victor Young Date _____

1 [Cooperative Agreement Modification - United States Navy - Treasure Island Development
2 Authority]

3 **Resolution approving and authorizing the Treasure Island Development Authority to**
4 **enter into a Modification of the Cooperative Agreement with the United States Navy to**
5 **extend the Cooperative Agreement from October 1, 2013, to September 30, 2014.**

6
7 WHEREAS, Former Naval Station Treasure Island is a military base located on
8 Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by
9 the United States of America (the "Navy"); and

10 WHEREAS, The Base was selected for closure and disposition by the Base
11 Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its
12 subsequent amendments; and

13 WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97,
14 authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit
15 corporation known as the Treasure Island Development Authority (the "Authority") to act as a
16 single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and
17 conversion of the Base for the public interest, convenience, welfare and common benefit of
18 the inhabitants of the City and County of San Francisco; and

19 WHEREAS, On September 3, 1997, the Board of Supervisors passed Resolution No.
20 806-97, authorizing the City to enter into a Cooperative Agreement with the Navy under
21 which the City (initially) and the Authority (subsequently) agreed to assume certain
22 responsibilities for (i) operation and maintenance for the water, waste water, storm water,
23 electric and gas utility systems on the Base, (ii) security and public health and safety services,
24 (iii) grounds and street maintenance and repair, and (iv) property management and caretaker
25 services; and

Mayor Lee
BOARD OF SUPERVISORS

1 WHEREAS, The Cooperative Agreement has been amended numerous times and the
2 current term of the Cooperative Agreement expires on September 30, 2013; and

3 WHEREAS, The Authority and the Navy wish to extend the term of the Cooperative
4 Agreement to September 30, 2014, by entering into a Modification to the Cooperative
5 Agreement in substantially the form of the Cooperative Agreement Modification filed with the
6 Clerk of the Board of Supervisors in File No. 130884 (the "Modification"); and

7 WHEREAS, The Authority Board of Directors approved this Modification at its May 8th,
8 2013 meeting; and

9 WHEREAS, The Board of Supervisors Resolution establishing the Authority, AB 699
10 and TIDA's Bylaws require that the Authority obtain Board of Supervisors approval of any
11 agreements having a term in excess of ten (10) years or anticipated revenues of \$1,000,000
12 or more; and

13 WHEREAS, The Cooperative Agreement, as amended, is a contract with a term in
14 excess of 10 years; now, therefore, be it

15 RESOLVED, That the Board of Supervisors hereby approves the Modification and
16 authorizes the Director of Island Operations of the Authority or her designee to execute and
17 enter into the Modification in substantially the form of the Cooperative Agreement Modification
18 filed with the Clerk of the Board of Supervisors in File No. 130884 and any additions,
19 amendments or other modifications to such Modification (including, without limitation, its
20 exhibits) that the Director of Island Operations of the Authority or her designee determines, in
21 consultation with the City Attorney, are in the best interests of the Authority and do not
22 otherwise materially increase the obligations or liabilities of the Authority, and are necessary
23 or advisable to effectuate the purpose and intent of this resolution; and, be it

1 FURTHER RESOLVED, That within thirty (30) days of the agreement being fully
2 executed by all parties, the Director of Island Operations of the Authority shall provide the final
3 agreement to the Clerk of the Board for inclusion into the official file.
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Items 6, 7, 8 and 9 Files 13-0883, 13-0884, 13-0885 and 13-0086	Departments: Treasure Island Development Authority (TIDA) Public Utilities Commission (PUC)
EXECUTIVE SUMMARY	
Legislative Objective	
<p><u>File 13-0884</u> is a resolution approving a one-year extension of the Cooperative Agreement between the U.S. Navy and the Treasure Island Development Authority (TIDA) from October 1, 2013 through September 30, 2014.</p>	
<p><u>File 13-0886</u> is a resolution approving a Memorandum of Understanding (MOU) between TIDA and the San Francisco Public Utilities Commission (PUC) for PUC to provide utilities services and maintain and operate utility infrastructure on Treasure Island and Yerba Buena Island.</p>	
<p><u>File 13-0885</u> is a resolution authorizing the City's Director of Public Finance to issue \$13,500,000 in Certificates of Participation (COPS) to pay for utility infrastructure improvements.</p>	
<p><u>File 13-0883</u> is an ordinance appropriating \$13,500,000 in COPS proceeds to finance utility infrastructure improvement projects on Treasure Island and Yerba Buena Island.</p>	
Key Points	
<ul style="list-style-type: none"> • TIDA has a Cooperative Agreement with the Navy, in which TIDA provides caretaker services for former naval base properties on Treasure Island and Yerba Buena Island pending transfer of these properties to TIDA. File 13-0884 would extend the existing Cooperative Agreement by one-year from October 1, 2013 through September 30, 2014. • The PUC maintains and operates electricity, gas, water, wastewater and stormwater utilities on Treasure Island and Yerba Buena Island but has not previously entered into an MOU with TIDA for these services. File 13-0886 would approve the proposed MOU between TIDA and the PUC for one year from October 1, 2013 through September 30, 2014, which establishes the terms for the PUC to provide these services. • The PUC has identified costs for improvements to the utility infrastructure on Treasure Island and Yerba Buena Island of up to \$47 million over ten years. Because the utility infrastructure is currently owned by the Navy, and is not a PUC asset, PUC cannot fund these improvements with ratepayer revenues. • Under the Development and Disposition Agreement between TIDA and the master developer, Treasure Island Community Development, LLC, the master developer is responsible for all utility infrastructure improvements over 20 years of the development project, but because the Navy has not yet conveyed the Treasure Island and Yerba Buena Island properties to TIDA, the development project has not yet begun. • The City's Capital Planning Committee has approved a \$10 million TIDA Utility Infrastructure Project to maintain the reliability and safety of utility services until new systems are constructed through the development project. TIDA proposes to finance the cost, because neither the PUC nor the master developer is responsible for this project. The proposed resolution (File 13-0885) would authorize the Director of Public Finance to issue \$13,500,000 in COPS to finance the utilities infrastructure projects, and TIDA would pay debt service on the COPS from TIDA's future revenues. 	

- File 13-0883 is an ordinance appropriating \$13,500,000 in COPS proceeds, including \$10,000,000 for utility infrastructure projects; \$2,095,000 for financing, and related costs; and \$1,405,000 for a reserve pending sale.

Fiscal Impact

- COPS proceeds are estimated to be \$12,095,000, including \$10,000,000 for utility infrastructure projects and \$2,095,000 for financing and related costs. Total debt service is estimated to be \$15,036,684 over ten years, of which \$12,095,000 is principal and \$2,941,684 is interest.
- Average annual debt service of approximately \$1,500,000 would come from residential, commercial and government utility user charges. Rates charged to utility users would increase by an average of 33 percent to generate an additional \$1,500,000 in revenues to pay annual debt service.

Policy Consideration

- According to Mr. Robert Beck, TIDA Project Director, TIDA anticipates requesting an annual General Fund appropriation to pay a share of the annual debt service that would otherwise be borne by residents of supportive housing, below market rate housing and other low-income housing under the Treasure Island Homeless Development Initiative (TIHDI). Mr. Beck estimates that the annual General Fund share for TIHDI residents is \$275,000, which would be subject to annual appropriation by the Board of Supervisors.
- The City's commercial paper program and issuance of COPS are an obligation of the City, and if Treasure Island and Yerba Buena Island utility user charges and other TIDA operating revenues are insufficient to pay annual debt service, the City's General Fund would pay the difference. As shown in Table 4 below, TIDA estimates that utility user charges are sufficient to cover the cost of annual debt service.

Recommendations

- Approve File 13-0883, which is an ordinance appropriating \$13,500,000 in Certificates of Participation (COPS) proceeds to finance utility infrastructure improvements on Treasure Island and Yerba Buena Island.
- Amend File 13-0884, which is a resolution approving the one-year extension of the Cooperative Agreement between the U.S. Navy and TIDA from October 1, 2013 through September 30, 2014, to be retroactive to October 1, 2013; and approve as amended.
- Amend File 13-0885, which is a resolution authorizing the Director of Public Finance to issue not-to-exceed \$13,500,000 of COPS, to require TIDA to (a) report to the Budget and Finance Committee during the annual budget review each year that details the General Fund share of annual debt service for TIHDI residents; (b) submit a 10-year financial plan to the Board of Supervisors that coincides with the debt service on the subject COPS; and (c) enter into an MOU with the City to reimburse the General Fund in the event that a General Fund subsidy, other than the appropriation for TIHDI residents, is required to meet annual debt service on the COPS; and approve as amended.
- Amend File 13-0886, which is a resolution approving a MOU between TIDA and PUC for PUC to maintain and operate Treasure Island and Yerba Buena Island utilities, to be retroactive to October 1, 2013; and approve as amended.

MANDATE STATEMENT

Charter Section 9.118 requires Board of Supervisors approval for (1) contracts exceeding ten years or expenditures of \$10,000,000; and (2) leases with a term of over ten years or expenditures of over \$10,000,000. The proposed not-to-exceed issuance of \$13,500,000 of Certificates of Participation requires the City to enter into a lease which exceeds ten years and \$10,000,000.

Charter Section 9.105 requires Board of Supervisors approval for amendments to the annual appropriation ordinance.

California Assembly Bill (AB 699) and the Treasure Island Development Authority's Bylaws require Board of Supervisors' approval for agreements that have a term exceeding ten years or anticipated revenues of \$1,000,000 or more.

BACKGROUND

Treasure Island Cooperative Agreement

The former Treasure Island Naval Base, located on Treasure Island and Yerba Buena Island, is currently owned by the U.S. Navy, pending full conveyance to the City. The City originally entered into a Cooperative Agreement with the U.S. Navy in 1997, in which the Treasure Island Development Authority (TIDA) provides services to the U.S. Navy for the former naval base. These services include:

- (i) Operation and maintenance of the water, waste water, storm water, electric and gas utility systems;
- (ii) Security, public health and safety services;
- (iii) Grounds and street maintenance and repair; and
- (iv) Property management and caretaker services.

Under the original Cooperative Agreement, TIDA and the Navy negotiated annually on the reimbursements paid by the Navy to TIDA for these services, but in FY 2001-02 the Navy determined that TIDA earned sufficient revenues from the former naval base to cover the costs of services. Since FY 2002-03, revenues generated from leasing of existing residential and commercial facilities, special events and film and photo productions have offset the costs associated with the Cooperative Agreement.

Conveyance and Development of Treasure Island and Yerba Buena Island

Development and Disposition Agreement

In July 2011, the Board of Supervisors approved the Development and Disposition Agreement between TIDA and Treasure Island Community Development, LLC (File 11-0291) in which Treasure Island Community Development will:

- Construct infrastructure, including utilities and roads, to support housing development on Treasure Island;
- Construct public parks and open spaces;
- Remediate certain hazardous and unstable geologic conditions; and
- Sell ground leases to developers to construct housing and commercial and public facilities.

The Development and Disposition Agreement provides for the utility infrastructure on Treasure Island and Yerba Buena Island to be replaced over 20 years. The costs of the utility infrastructure and other improvements are to be paid by Treasure Island Community Development, LLC.

Memorandum of Agreement

When the Board of Supervisors approved the Development and Disposition Agreement in July 2011, they also approved the Memorandum of Agreement between TIDA and the Navy (File 11-0290), which defined the terms under which the Navy will convey Treasure Island to TIDA in several phases. The resolution approving the Memorandum of Agreement authorized the Treasure Island Project Director, prior to final execution, to make changes in consultation with the City Attorney that do not materially decrease the benefits or materially increase the obligations of the City or TIDA.

According to Mr. Robert Beck, TIDA Project Director, TIDA and the Navy are in negotiations over the final terms of the Memorandum of Agreement pertaining to the schedule for transfer of Treasure Island and Yerba Buena Island properties and utilities to TIDA and other issues. Mr. Beck states that TIDA will submit the revised Memorandum of Agreement to the Board of Supervisors for approval when negotiations are completed and the agreement is finalized.

Mr. Beck states that the first conveyance of Navy property to TIDA is expected in 2014, and Treasure Island Community Development, LLC, hopes to begin work on the development project in the third quarter of 2014. TIDA will continue to manage all Treasure Island properties under the Cooperative Agreement until full conveyance in approximately 2019.

DETAILS OF PROPOSED LEGISLATION

File 13-0884 is a resolution approving a one-year extension of the existing Cooperative Agreement between the U.S. Navy and TIDA from October 1, 2013 through September 30, 2014.

File 13-0886 is a resolution approving a Memorandum of Understanding (MOU) between TIDA and the San Francisco Public Utilities Commission (PUC) for PUC to provide utilities services and maintain and operate utility infrastructure on Treasure Island and Yerba Buena Island.

File 13-0885 is a resolution:

- (i) Authorizing the execution and delivery of not-to-exceed \$13,500,000 of COPS or other forms of indebtedness to finance the costs of additions and improvements to the utility infrastructure of Treasure Island;
- (ii) Authorizing the Director of Public Finance to cause the preparation of documents necessary for the execution and delivery of the certificates or other forms of indebtedness, including a Trust Agreement, a Property Lease, a Project Lease, Notice of Sale, Official Notice of Sale, an Official Statement, and if required, a Purchase Contract and such other necessary documents;
- (iii) Authorizing the Director of Public Finance to issue commercial paper in an amount not to exceed \$13,500,000 in anticipation of the issuance of the COPS or other forms of indebtedness;
- (iv) Granting general authority to City officials to take necessary actions in connection with the authorization, issuance, sale and delivery of the commercial paper and COPS;
- (v) Approving modifications to documents and agreements;
- (vi) Making findings under the California Environmental Quality Act (CEQA) and determination of consistency with the General Plan; and
- (vii) Ratifying previous actions taken.

File 13-0883 is an ordinance appropriating \$13,500,000 in Certificates of Participation (COPS) proceeds to finance utility infrastructure improvements on Treasure Island and Yerba Buena Island.

Cooperative Agreement (File 13-0884)

The Board of Supervisors has approved one-year extensions of the existing Cooperative Agreement between TIDA and the U.S. Navy numerous times, most recently in September 2012 (File 12-0740), which extended the agreement from October 1, 2012 through September 30, 2013. The proposed resolution would amend the existing Cooperative Agreement to extend the agreement by one year from October 1, 2013 through September 30, 2014. The proposed amendment to the existing Cooperative Agreement retains the existing major terms and conditions.¹

Memorandum of Understanding (File 13-0886)

PUC has maintained and operated electricity, gas, water, wastewater and stormwater utilities on Treasure Island and Yerba Buena Island since 1997, receiving reimbursement from TIDA for its

¹ The proposed amendment only revises contact information for TIDA and the Navy, and certain procedures for emergency and other calls.

maintenance and operating costs². TIDA and the PUC have not previously had an MOU setting the terms and conditions for PUC to maintain and operate the electricity, gas, water, wastewater and stormwater utility services. The proposed MOU between the PUC and TIDA documents their respective roles in providing these utility services under the existing Cooperative Agreement, including:

- The term is for one year from October 1, 2013 through September 30, 2014, concurrent with the Cooperative Agreement;
- The PUC will continue to provide electricity, gas, water, wastewater and stormwater utility services, subject to full reimbursement from TIDA;
- The PUC is not responsible for permit or regulatory violations from the utility facilities, which were built by the Navy and do not conform to PUC standards; and
- TIDA is responsible under the Cooperative Agreement for communications with the Navy and other third parties regarding the conditions of the utility systems or interruptions in services.

The PUC's budgeted maintenance and operating costs for these utilities in FY 2013-14 are \$4,559,572, which will be fully reimbursed by TIDA.

Certificates of Participation Issuance and Appropriation (Files 13-0885 and 13-0883)

The proposed resolution (File 13-0885) would authorize the issuance of \$13,500,000 in COPS to fund utility infrastructure projects on Treasure Island and Yerba Buena Island. The proposed ordinance (File 13-0883) would appropriate the COPS proceeds of \$13,500,000 to pay financing, and utility infrastructure project costs.

Status of Treasure Island and Yerba Buena Island Utilities Infrastructure

San Francisco Public Utilities Commission

The gas, electricity, wastewater and stormwater, and water utilities on Treasure Island and Yerba Buena Island were constructed by and are currently owned by the Navy, pending conveyance of Treasure Island and Yerba Buena Island to TIDA. Under the Cooperative Agreement with the Navy, TIDA has caretaker responsibilities for the utility system; and the PUC maintains and operates these utilities as a contractor to TIDA but the utilities, which do not conform to PUC standards, are not a PUC asset.

Utility Infrastructure Improvements

According to the September 6, 2012 memorandum from the PUC to the City Administrator, the estimated costs of utility infrastructure improvements on Treasure Island and Yerba Buena Island over the next 10 years range from \$43 million to \$47 million. Because the Navy owns these

² Because TIDA's reimbursements were insufficient to cover PUC's costs for maintaining and operating the utilities prior to 2009, TIDA and PUC entered into an agreement in 2009, in which TIDA would pay PUC for these insufficient reimbursements over a ten-year period from 2009 through 2019.

utilities, the PUC cannot pay for these costs with ratepayer revenues, and current reimbursements to the PUC for maintenance and operation of Treasure Island and Yerba Buena Island utilities are insufficient to cover utility infrastructure improvement costs.

Although the Development and Disposition Agreement between TIDA and Treasure Island Community Development, LLC provides for the developer to replace the utility infrastructure over the next 20 years as part of the development project, the development work has not begun because the Navy has not yet conveyed Treasure Island and Yerba Buena Island properties to TIDA. However, the PUC has determined that improvements to some existing utility infrastructure are immediately necessary in order to maintain the reliability and safety of utility services until new systems are constructed through the development project. The PUC has recommended a list of priority projects, totaling \$10,000,000, shown in Table 2 below.

Table 2: Priority Utility Infrastructure Improvements Identified by the PUC

	Year One	Year Two	Year Three	Year Four	Total
Wastewater and Stormwater	\$4,000,000	\$1,600,000	\$1,300,000	\$0	\$6,900,000
Natural Gas and Electricity	0	400,000	350,000	0	750,000
Water	0	0	350,000	2,000,000	2,350,000
Total	\$4,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$10,000,000

According to Mr. Beck, final selection of the specific projects will be determined after further evaluation of the utilities infrastructure conditions by the PUC. At their September 9, 2013 meeting, the Capital Planning Committee approved the proposed \$10,000,000 for priority utility infrastructure improvements.

Financing the Utility Infrastructure Improvements

TIDA proposes to finance the cost of the utility infrastructure projects, noted in Table 2 above, because neither the PUC nor the developer is responsible for these projects. Under the proposed resolution (File 13-0885), the Director of Public Finance would issue COPS to finance the utility infrastructure projects, and TIDA would pay debt service on the COPS from TIDA revenues.

Commercial Paper and Certificates of Participation Issuance

The proposed resolution (File 13-0885) authorizes the City's Director of Public Finance to issue COPS in an amount not to exceed \$13,500,000 to finance the TIDA utility infrastructure projects.

In accordance with the resolution, initial financing of the projects will come from the City's \$250 million commercial paper program³, previously authorized by the Board of Supervisors.

³ Commercial paper is short term debt with maturity from one to 270 days, which can be refinanced by issuing subsequent commercial paper or by other debt, such as bonds or COPS.

According to Ms. Nadia Sesay, Director of Public Finance, the City has previously issued \$55.2 million in commercial paper, resulting in unused authorization of \$194.8 million; and will issue \$10 million in commercial paper to initially fund TIDA's utility projects.

The COPS to refinance the commercial paper will be issued in approximately 2018 after completion of construction of the utility infrastructure projects. According to Ms. Sesay, the timing of the sale of the COPS is anticipated at the completion of the projects to achieve the lowest cost of borrowing.

Prior to the sale of the COPS, the Director of Public Finance will submit the final financing documents to the Board of Supervisors for approval.

Interest Rates and Maturity

The proposed resolution provides for a true interest cost⁴ of 12 percent per year with a maturity date of 25 years. According to Ms. Sesay, the estimated true interest cost on the proposed COPS ranges from 2.56 percent to 4.68 percent, and the actual maturity date is 10 years to conform to the useful life of the proposed utilities infrastructure projects.

In order to reduce interest payments on the proposed COPS, the proposed resolution authorizes the Director of Public Finance to obtain bond insurance or other form of surety.

Sale of COPS

The proposed resolution authorizes the Director of Public Finance to sell the COPS either by competitive or negotiated sale. If the Director of Public Finance determines to sell the COPS by negotiated sale, the resolution authorizes her to appoint one or more financial institutions to act as underwriter in accordance with City policies.

California Environmental Quality Act and General Plan Conformance

The Board of Supervisors has previously approved a resolution (File 11-0328), making findings under the California Environmental Quality Act (CEQA), including a mitigation monitoring and reporting program and statement of overriding considerations for the proposed development on Treasure Island and Yerba Buena Island, including the utility infrastructure projects. Approval of the proposed resolution includes findings by the Board of Supervisors that:

- Since the original Environmental Impact Report (EIR) was made final, there have been no substantial project changes or circumstance that affect the EIR; and
- The previous finding that the proposed development on Treasure Island and Yerba Buena Island is consistent with the General Plan (File 11-0228) also applies to the proposed utility project.

⁴ The true interest cost includes all ancillary fees and costs such as finance charges, discount points and prepaid interest.

According to Mr. Beck, the development project contemplated and the EIR considered the ongoing use, maintenance and repair of the utility infrastructure to the date of replacement. The proposed work is therefore consistent with what has been analyzed under the EIR, and does not change the development project, the land uses, the intensity of uses, or other matters that could result in the need for additional environmental review.

FISCAL IMPACT

The proposed ordinance appropriates \$13,500,000 in COPS proceeds as shown in Table 3 below (File 13-0883).

Table 3: Sources and Uses of Funds

Sources	
Par Amount	\$12,095,000
Total Sources	12,095,000
Uses	
Utilities Infrastructure Projects	10,000,000
Controller's Audit Fund (0.2% of Project Costs)	20,000
Repayment Commercial Paper Interest	323,255
Debt Service Reserve Fund (12% of Project Costs)	1,209,500
Cost of Issuance (4.8% of Project Costs)	481,770
Underwriter's Discount (0.6% of Project Costs)	60,475
Total Uses	12,095,000
Reserve Pending Sale (for Market Uncertainty)	1,405,000
Total Not-to-Exceed Amount	\$13,500,000

Total debt service on the \$12,095,000 in COPS proceeds is estimated to be \$15,036,684 over ten years, of which \$12,095,000 is principal and \$2,941,684 is interest, as shown in the Attachment. Average annual debt service payments would be approximately \$1,503,000.

Revenues to meet the debt service obligation are intended to be generated from the residential, commercial and government utility users on Treasure Island and Yerba Buena Island through a combination of utility charges, common area charges and other TIDA operating revenues, as shown in Table 4 below.

Table 4: Sources of Revenues to Pay Annual Debt Service¹

Source of Revenues	Amount
Residential Utility User Charges	\$818,000
Commercial Utility User Charges	450,000
Government Utility User Charges	235,000
Common Area Charges ²	n/a
Other TIDA Operating Revenues ³	n/a
Total	\$1,503,000

¹ The allocation of utility user charges shown in Table 4 is an estimate based on (a) PUC records of electric, gas, water and wastewater utility use by customer class and (b) the proposed projects shown in Table 2. The final allocation may differ based on the actual projects selected.

² TIDA is evaluating but has not yet implemented common area charges to commercial tenants to assess debt service expense in lieu of adjustments to commercial utility user charges.

³ TIDA intends that sufficient revenues for debt service will be generated from residential, commercial and government utility charges to meet the annual debt service obligation; TIDA would allocate operating revenues to pay debt service in the event of a shortfall in utility user charges.

Based on PUC's FY 2013-14 budgeted maintenance and operating costs for these utilities of \$4,559,572, rates charged to residential, commercial and government utility users would increase by an average of 33 percent to generate an additional \$1,503,000 in revenues to pay annual debt service.⁵

POLICY CONSIDERATION

Issuance of the COPS Would Have a General Fund Impact

General Fund Share of Debt Service for Low-Income Housing Utilities Users

According to Mr. Beck, TIDA anticipates requesting an annual General Fund appropriation to pay a share of annual debt service that would otherwise be borne by residents of supportive housing, below market rate housing and other low-income housing under the Treasure Island Homeless Development Initiative (TIHDI). Mr. Beck estimates that the annual General Fund share for TIHDI residents is \$275,000, which would be subject to annual appropriation by the Board of Supervisors.

Issuance of Commercial Paper and COPS Obligate the City

The City's commercial paper program and issuance of COPS are an obligation of the City, and if Treasure Island and Yerba Buena Island utility user charges, common area charges, and other TIDA operating revenues are insufficient to pay annual debt service, the City's General Fund

⁵ The actual impact of annual debt service on specific utility rates by customer (residential, commercial, or government) will vary based on the final selection of utility infrastructure projects shown in Table 2 above.

would pay the difference. As shown in Table 4 above, TIDA estimates that utility user charges are sufficient to cover the cost of annual debt service.

Recommendations

The Budget and Legislative Analyst recommends approval of the issuance of up to \$13,500,000 in COPS and appropriation of COPS proceeds because the utility infrastructure projects funded by the COPS are necessary and TIDA estimates that utility user charges are sufficient to pay future annual debt service.

Although TIDA anticipates requesting an annual General Fund appropriation to pay a share of annual debt service for TIHDI residents, any General Fund appropriation would be subject to future Board of Supervisors approval. The Board of Supervisors should amend the proposed resolution (File 13-0885) to require a report to the Budget and Finance Committee during the annual budget review each year that details the General Fund share of annual debt service for TIHDI residents.

In the event that utility user charges, common area charges, and TIDA operating revenues are insufficient to pay annual debt service, resulting in a General Fund subsidy to pay the annual debt service, the Board of Supervisors should amend the proposed resolution (File 13-0885) to require TIDA to:

- (a) Submit a 10-year financial plan to the Board of Supervisors to coincide with the projected debt service on the subject COPS at the same time that the Director of Public Finance submits the financial documents prior to the issuance of the COPS; and
- (b) Enter into a separate MOU with the City to reimburse the General Fund for the potential future General Fund subsidies, other than the subsidy for the TIHDI residents, that may be required to meet TIDA's future annual debt service on the COPS.

RECOMMENDATIONS

1. Approve File 13-0883, which is an ordinance appropriating \$13,500,000 in Certificates of Participation (COPS) proceeds to finance utility infrastructure improvements on Treasure Island and Yerba Buena Island.
2. Amend File 13-0884, which is a resolution approving the one-year extension of the Cooperative Agreement between the U.S. Navy and TIDA from October 1, 2013 through September 30, 2014, to be retroactive to October 1, 2013; and approve as amended.
3. Amend File 13-0885, which is a resolution authorizing the Director of Public Finance to issue not-to-exceed \$13,500,000 of COPS to require TIDA to:
 - (a) Provide a report to the Budget and Finance Committee during the annual budget review each year that details the General Fund share of annual debt service for TIHDI residents;

- (b) Submit a 10-year financial plan to the Board of Supervisors to coincide with the projected debt service on the subject COPS at the same time that the Director of Public Finance submits the financial documents prior to the issuance of the COPS;
 - (c) Enter into a separate MOU with the City to reimburse the General Fund for the potential future General Fund subsidies, other than the subsidy for TIHDI residents, that may be required to meet TIDA's future annual debt service on the COPS.
4. Amend File 13-0886, which is a resolution approving a MOU between TIDA and PUC for PUC to maintain and operate Treasure Island and Yerba Buena Island utilities, to be retroactive to October 1, 2013; and approve as amended.

\$12,095,000**City & County of San Francisco****Certificates of Participation - Treasure Island Utility Improvements****Debt Service Schedule**

Date	Principal	Interest	Total P+I
06/30/2017	-	-	-
06/30/2018	1,035,000.00	468,095.50	1,503,095.50
06/30/2019	1,060,000.00	441,599.50	1,501,599.50
06/30/2020	1,095,000.00	410,541.50	1,505,541.50
06/30/2021	1,130,000.00	374,625.50	1,504,625.50
06/30/2022	1,170,000.00	333,832.50	1,503,832.50
06/30/2023	1,215,000.00	289,021.50	1,504,021.50
06/30/2024	1,265,000.00	240,178.50	1,505,178.50
06/30/2025	1,315,000.00	187,048.50	1,502,048.50
06/30/2026	1,375,000.00	129,583.00	1,504,583.00
06/30/2027	1,435,000.00	67,158.00	1,502,158.00
Total	\$12,095,000.00	\$2,941,684.00	\$15,036,684.00

OFFICE OF THE MAYOR
SAN FRANCISCO



EDWIN M. LEE
MAYOR
RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
SEP 17 PM 3:11

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: *W* Mayor Edwin M. Lee *gc*
RE: Modification of the Cooperative Agreement with the United States Navy
DATE: September 17, 2013

Attached for introduction to the Board of Supervisors is the resolution Approving and Authorizing the Treasure Island Development Authority to Enter into a Modification of the Cooperative Agreement with the United States Navy to Extend the Cooperative Agreement from October 1, 2013 to September 30, 2014.

I request that this item be calendared in Budget and Finance Committee.

Should you have any questions, please contact Jason Elliott (415) 554-5105.

**Treasure Island Development Authority
City and County of San Francisco**

Resolution Approving and Authorizing the Treasure Island Development Authority to Enter into a Modification of the Cooperative Agreement with the United States Navy to Extend the Cooperative Agreement from October 1, 2013 to September 30, 2014.

SUMMARY OF PROPOSED ACTION:

This item seeks Board of Supervisors approval and authorization to extend the term of the Cooperative Agreement between the Treasure Island Development Authority (the "Authority") and the U.S. Navy (the "Navy") from October 1, 2013 to September 30, 2014.

BACKGROUND:

In 1993, Naval Station Treasure Island ("NSTI"), consisting of both Treasure Island and portions of Yerba Buena Island, was designated for closure and disposition by the Base Realignment and Closure Commission acting under Public Law 101-510 and its subsequent amendments. The Department of Defense subsequently designated the City and County of San Francisco ("City"), and later the Authority, as the Local Reuse Authority ("LRA") responsible for the conversion of NSTI under the federal disposition process.

With the approval of the Board of Supervisors, the City and the Authority entered into a Cooperative Agreement with the United States Navy, and numerous modifications to the Cooperative Agreement, under which the City (initially) and the Authority (subsequently) agreed to assume certain responsibilities for (i) operation and maintenance for the water, waste water, storm water, electric and gas utility systems on the Base, (ii) security and public health and safety services, (iii) grounds and street maintenance and repair, and (iv) property management and caretaker services.

The current term of the Cooperative Agreement, as amended, expires on September 30, 2013. The Authority and the Navy wish to extend the term of the Cooperative Agreement from October 1, 2013 to September 30, 2014 under the same terms and conditions that exist prior to the expiration of the current term of the Cooperative Agreement.

The Authority's Board of Directors approved this Cooperative Agreement Modification at its May 8th, 2013, meeting. Pursuant to the Board of Supervisors Resolution establishing the Authority, AB 699 and the Authority's Bylaws, Board of Supervisors approval is required of any contract or agreement entered into by the Authority with a term longer than ten years. Because the term of the Cooperative Agreement has exceeded ten years, the Treasure Island Director requests approval of the Cooperative Agreement modification from the Board of Supervisors to extend the term to September 30, 2014.

The proposed renewal of the Cooperative Agreement extends, but does not alter, the existing relationship between the Authority and the Navy relative to the operation and management of Treasure Island.

ACCOMPANYING LEGISLATION:

In conjunction with the renewal of the Cooperative Agreement, the Authority is proposing additional legislation related to its responsibilities for the maintenance and operation of utilities under the Cooperative Agreement.

The first is a resolution approving a Memorandum of Understanding between the Treasure Island Development Authority and the San Francisco Public Utilities Commission for the continued provision of utilities services, including the maintenance and operation of utility infrastructure, on Treasure Island and Yerba Buena Island.

The Cooperative Agreement between the Authority and the Navy includes Function Annexes that describe in detail the caretaker duties for which the Authority is responsible under the Cooperative Agreement. Functional Annex 6 – Utilities Services – describes the Caretaker responsibilities for the operation and maintenance of utilities systems at NSTI that the Authority is responsible to provide. The SFPUC has provided these utility services on NSTI on behalf of the Authority, including the operation and maintenance of the active NSTI utility systems and the delivery of utilities to the occupants and users of NSTI.

SFPUC activities include delivery of electricity, gas, water, stormwater and the operation and maintenance of the existing wastewater treatment plant and related facilities and pipe network on NSTI. The SFPUC has performed these utility services for the Authority since 1997 without a written agreement with the Authority. The SFPUC has been paid by the Authority for these services, including under a 2009 MOU where certain escaped costs are being reimbursed by the Authority over the course of 10 years (from 2009 to 2019). The SFPUC payments come from utility revenues collected by the SFPUC or the Authority, as well as other Authority revenues.

SFPUC and Authority staff have prepared an MOU to memorialize the terms and conditions of the SFPUC's continued performance of certain defined utility services, including the Authority's reimbursement obligation. On September 10, 2013, the SFPUC Commission approved Resolution 13-0139, authorizing execution of the MOU subject to Board of Supervisors Approval and on September 11, 2013, the Authority Board approved Resolution 13-27-09/11 similarly authorizing the MOU. A resolution authorizing execution of the MOU between the Authority and SFPUC is being introduced to the Board of Supervisors concurrent with the resolution renewing the Cooperative Agreement with the Navy.

Also being introduced with the resolution renewing the Cooperative Agreement are two companion measures authorizing the execution and delivery of Certificates of Participation (COPs) or other forms of indebtedness and making a supplemental appropriation of the proceeds of that debt issuance to allow the SFPUC and the Authority to address the most

vulnerable components of the existing utility systems on Treasure Island and Yerba Buena Island to increase system resiliency and reliability.

The Authority has entered into a Disposition and Development Agreement with Treasure Island Community Development (TICD) which provides for the Utility Infrastructure to be replaced over the next twenty years in connection with the Development Project. However, the majority of the existing utility infrastructure on NSTI is fifty or more years of age and has not benefitted from capital improvement or renewal. As a result, the accumulation of deferred maintenance and renewal capital needs has diminished the utility systems' reliability. Pending construction, dedication and acceptances of new utility systems, the Authority desires to finance the cost of constructing and installing certain additions and improvements to address the most critical maintenance, repair and renewal needs of the existing utility infrastructure, increasing system resiliency and reliability, and decreasing the likelihood of future utility service disruptions.

The Public Finance Director, working with the Mayors' Office, the Authority and the SFPUC, has developed a proposal for financing up to \$13.5 Million through COPs or other debt to fund interim improvements to the utility systems. A resolution authorizing the debt issuance and a supplemental appropriation ordinance appropriating the proceeds are being introduced concurrent with the resolution authorizing extension of the Cooperative Agreement.

RECOMMENDATION:

Approve the modification to the Cooperative Agreement between the Authority and the United States Navy to extend the term to September 30, 2014.

Robert Beck, Treasure Island Director

UNITED STATES NAVY
NAVAL FACILITIES ENGINEERING COMMAND
WASHINGTON NAVY YARD
1322 PATTERSON AVENUE SE, SUITE 1000
WASHINGTON, DC 20374-5065

COOPERATIVE AGREEMENT
NO. N62474-97-2-0003
MODIFICATION P00028

COOPERATIVE AGREEMENT

GRANTEE: CITY AND COUNTY OF SAN FRANCISCO
TREASURE ISLAND DEVELOPMENT AUTHORITY ONE
AVENUE OF THE PALMS, BUILDING 1, ROOM 241
TREASURE ISLAND, SAN FRANCISCO, CA 94130

AUTHORITY: 31 U.S.C. Section 6305 & 10 U.S.C. Section 2687 note, section 204 (a) (2) of
Defense Base Closure Act of 1988 (P. L. 100-526)

COOPERATIVE AGREEMENT MODIFICATION

The purpose of this modification, in accordance with Section 701 of the General Provisions, is to extend the current Cooperative Agreement from 01 October 2013 to 30 September 2014.

As mutually agreed herein by both parties, the costs of extended caretaker services shall be borne exclusively of and by the Caretaker as an offset of existing revenue generating sources, present and future, through the extended period of the Cooperative Agreement ending 30 September 2014. The Caretaker shall not be obligated under this Cooperative Agreement to perform caretaker services when the cost of such services exceeds the amount of income received from subleasing activities on the property. In no event shall the Government be liable for providing funding or reimbursing the Caretaker for such caretaker services.

The general provisions, terms and conditions of the basic Cooperative Agreement, and all previous modifications remain the same as previously adopted, subject to the following revisions:

UNITED STATES NAVY
NAVAL FACILITIES ENGINEERING
COMMAND WASHINGTON NAVY YARD 1322
PATTERSON AVENUE SE, SUITE 1000
WASHINGTON, DC 20374-5065

COOPERATIVE AGREEMENT
NO. N62474-97-2-0003
MODIFICATION P00028

1. Technical Execution Plan Utilities Management, an attachment to Annex 6 of the Agreement, is modified as follows:
 - a. Section 4.1.1 is modified to read
“The Caretaker’s Representative is:
Robert Beck
Treasure Island, Building 1
Phone: (415) 274-0662”
 - b. Section 4.1.2 is modified to read
“The Navy Representative is:
Patricia McFadden
Treasure Island, Building 1
Phone: (415) 743-4720”
 - c. Section 6.1 is modified to read as follows:
“Origin and Reception of Trouble Calls: Trouble calls may be initiated by any customer by calling 311. The 311 Operator will, in turn, direct calls requiring response that falls within the scope of the CA to the appropriate Caretaker department or subcontractor.”
 - d. Section 6.2 is modified to read as follows:
“Caretaker Points of Contact: In addition to the 311 telephone number, the Caretaker shall provide to the Navy Caretaker Site Office an up to date list of telephone numbers for primary Caretaker managers responsible for utilities operations at NAVSTA TI/YBI. This list includes the responsible utility group and will be used by the Navy in cases of emergency and when responses to trouble calls do not occur within a reasonable time period (see response targets of Table 6-2). Note: Appendix ‘A’ provides operational procedures for Trouble Calls and Emergency Response in addition to key points of contact – both Caretaker and Navy.”
 - e. Table 6-1, Caretaker CONTACTS For Trouble Call and Emergency Response, is deleted in its entirety.

UNITED STATES NAVY
NAVAL FACILITIES ENGINEERING
COMMAND WASHINGTON NAVY YARD 1322
PATTERSON AVENUE SE, SUITE 1000
WASHINGTON, DC 20374-5065

COOPERATIVE AGREEMENT
NO. N62474-97-2-0003
MODIFICATION P00028

- f. Section 7.1.1 is modified to read as follows:
"Definition: 911 should be called where it has been determined or is suspected that immediate action is required to eliminate a threat to human health, the environment, to protect property or to avoid disruption of essential operations."
- g. Appendix A is replaced in its entirety with the revised Appendix A attached.

As a result of this Modification, the total funded amount of the Cooperative Agreement remains the same at \$12,848,213.00.

IN WITNESS WHEREOF, The parties to this Agreement by their authorized representatives hereby cause this Agreement to be executed.

For the CITY AND COUNTY
OF SAN FRANCISCO
TREASURE ISLAND DEVELOPMENT
AUTHORITY as Caretaker:

For the United States Navy:

By: _____
Mr. Robert Beck
Treasure Island Director

By: _____
Mr. Robert M. Griffin
Grants Officer

Date: _____

Date: _____

Attachment: Appendix A, UTILITIES TROUBLE/EMERGENCY CALL REPORTING
PROCEDURES AND IMPORTANT CARETAKER/NAVY CALL LIST,
dated August 30, 2013

Appendix A

UTILITIES TROUBLE/EMERGENCY CALL REPORTING PROCEDURES
AND IMPORTANT CARETAKER/NAVY CALL LIST

August 30, 2013

GENERAL EMERGENCY NUMBER: **311 OR 911 (as appropriate)**
San Francisco City Distribution Division (CDD): (415) 550-4956

Call 911, as appropriate, where it has been determined or is suspected that immediate action is required to eliminate a threat to human health, the environment, to protect property, to avoid disruption of essential operations, or for specific problems including civil disturbance, traffic and fire and safety. All other utility trouble calls should be placed to 311.

1. 311 will receive a utility trouble call and contact CDD Dispatch at (415) 550-4956. The CDD Dispatch will assign a Trouble Call Number (TC#) and record information in TI book.
2. CDD will dispatch trouble call to the appropriate unit:
 - a. Water Problems – to on call team
 - b. Sewer Problems – (415) 648-6882
 - c. Electrical Problems – (209) 989-2099
 - d. Natural Gas Problems (415) 760-5179 for SFPUC and DPW “natural gas” plumbers, NOT PG&E
3. CDD will notify in the order below the following individuals for emergencies involving environmental issues*, broken water mains, downed electrical lines, loss of electric power to an area, any sewer overflow/spill, fire, or other emergency involving personal injury or significant property damage:
 - a. Joseph Carlevaris (TI Buildings & Grounds Supervisor)
(415) 554-1572 (office) |
(415) 238-8549 (cell)
If unavailable, notify:
 - b. Sam Larano (SFPUC Project Manager)
(415) 554-0724 (office)
(415) 370-2549 (cell)
 - c. Richard Stephens (Utility Services Manager)
(415) 227-8501 (office)
(415) 238-5600 (cell)

* - Navy contacts listed in 4(d) and 4(e) should be notified in the event of any emergency involving environmental issues

4. If directed, CDD dispatch shall notify:
 - a. SFPUC Communications
Tyrone Jue (Manager, Communications)
(415) 554-3247 (office)
(415) 290-0163 (cell)
 - b. Treasure Island Development Authority
Robert Beck
(415) 274-0662 (office)
(415) 794-1129 (cell)
 - c. Treasure Island Development Authority
Peter Summerville
(415) 274-0665 (office)
(415) 740-8488 (cell)
 - d. Doug De Long (Environmental Compliance Safety & Security Manager, Navy CSO)
(415) 743-4713 (office)
(510) 772-8832 (cell)
If unavailable, notify:
 - e. Patricia McFadden (BRAC Leader, Navy CSO)
(415) 743-4720 (office)
(415) 559-9961 (cell)

UNITED STATES NAVY
NAVAL FACILITIES ENGINEERING COMMAND
WASHINGTON NAVY YARD
1322 PATTERSON AVENUE SE, SUITE 1000
WASHINGTON, DC 20374-5065

COOPERATIVE AGREEMENT
NO. N62474-97-2-0003
MODIFICATION P00028

COOPERATIVE AGREEMENT

GRANTEE: CITY OF COUNTY OF SAN FRANCISCO
TREASURE ISLAND DEVELOPMENT AUTHORITY
ONE AVENUE OF THE PALMS, BUILDING 1, ROOM 237
TREASURE ISLAND, SAN FRANCISCO, CA 94130

AUTHORITY: 31 U.S.C. Section 6305 & 10 U.S.C. Section 2687 note, section 204 (a) (2) of
Defense Base Closure Act of 1988 (P. L. 100-526)

COOPERATIVE AGREEMENT MODIFICATION

The purpose of this modification, in accordance with Section 701 of the General Provisions, is to extend the current Cooperative Agreement from 01 October 2013 to 30 September 2014.

As mutually agreed herein by both parties, the costs of extended caretaker services shall be borne exclusively of and by the caretaker as an offset of existing revenue generating sources, present and future, through the extended period of the Cooperative Agreement ending 30 September 2014.

The general provisions, terms and conditions of the basic Cooperative, and all previous modifications remain the same as previously adopted.

As a result of this Modification, the total funded amount of the Cooperative Agreement remains the same at \$12,848,213.00.

UNITED STATES NAVY
NAVAL FACILITIES ENGINEERING COMMAND
WASHINGTON NAVY YARD
1322 PATTERSON AVENUE SE, SUITE 1000
WASHINGTON, DC 20374-5065

COOPERATIVE AGREEMENT
NO. N62474-97-2-0003
MODIFICATION P00028

IN WITNESS WHEREOF, The parties to this Agreement by their authorized representatives hereby cause this Agreement to be executed.

For the CITY AND COUNTY
OF SAN FRANCISCO
TREASURE ISLAND DEVELOPMENT
AUTHORITY as Caretaker:

For the United States Navy:

By: _____
Ms. Mirian Saez
Treasure Island Development Authority
Director of Island Operation

By: _____
Mr. Robert M. Griffin
Grants Officer

Date: _____

Date: _____

UNITED STATES NAVY
NAVAL FACILITIES ENGINEERING COMMAND
WASHINGTON NAVY YARD
1322 PATTERSON AVENUE SE, SUITE 1000
WASHINGTON, DC 20374-5065

COOPERATIVE AGREEMENT
NO. N62474-97-2-0003
MODIFICATION P00027

COOPERATIVE AGREEMENT

GRANTEE: CITY AND COUNTY OF SAN FRANCISCO
TREASURE ISLAND DEVELOPMENT AUTHORITY
ONE AVENUE OF THE PALMS, BUILDING 1, ROOM 237
TREASURE ISLAND, SAN FRANCISCO, CA 94130

AUTHORITY: 31 U.S.C. Section 6305 & 10 U.S.C. Section 2687 note, section 204 (a) (2) of
Defense Base Closure Act of 1988 (P. L. 100-526)

COOPERATIVE AGREEMENT MODIFICATION

The purpose of this modification, in accordance with Section 701 of the General Provisions, is to extend the current Cooperative Agreement from 01 October 2012 to 30 September 2013.

As mutually agreed herein by both parties, the costs of extended caretaker services shall be borne exclusively of and by the caretaker as an offset of existing revenue generating sources, present and future, through the extended period of the Cooperative Agreement ending 30 September 2013.

The general provisions, terms and conditions of the basic Cooperative Agreement, and all previous modifications remain the same as previously adopted.

As a result of this Modification, the total funded amount of the Cooperative Agreement remains the same at \$12,848,213.00.

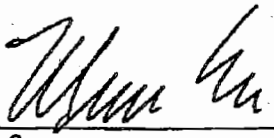
UNITED STATES NAVY
NAVAL FACILITIES ENGINEERING COMMAND
WASHINGTON NAVY YARD
1322 PATTERSON AVENUE SE, SUITE 1000
WASHINGTON, DC 20374-5065

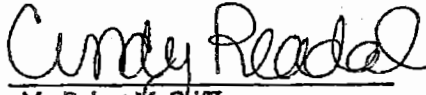
COOPERATIVE AGREEMENT
NO. N62474-97-2-0003
MODIFICATION P00027

IN WITNESS WHEREOF, The parties to this Agreement by their authorized representatives hereby cause this Agreement to be executed.

For the CITY AND COUNTY
OF SAN FRANCISCO
TREASURE ISLAND DEVELOPMENT
AUTHORITY as Caretaker:

For the United States Navy:

By: 
Ms. Mirian Saez
Treasure Island Development Authority
Director of Island Operation

By: 
Mr. Robert M. Griffin
Grants Officer

Date: 9-12-12

Date: 9-24-12

UNITED STATES NAVY
NAVAL FACILITIES ENGINEERING COMMAND
WASHINGTON NAVY YARD
1322 PATTERSON AVENUE SE, SUITE 1000
WASHINGTON, DC 20374-5065

COOPERATIVE AGREEMENT
NO. N62474-97-2-0003
MODIFICATION P00026

COOPERATIVE AGREEMENT

GRANTEE: CITY OF COUNTY OF SAN FRANCISCO
TREASURE ISLAND DEVELOPMENT AUTHORITY
ONE AVENUE OF THE PALMS, BUILDING 1, ROOM 237
TREASURE ISLAND, SAN FRANCISCO, CA 94130

AUTHORITY: 31 U.S.C. Section 6305 & 10 U.S.C. Section 2687 note, section 204 (a) (2) of
Defense Base Closure Act of 1988 (P. L. 100-526)

COOPERATIVE AGREEMENT MODIFICATION

The purpose of this modification, in accordance with Section 701 of the General Provisions, is to extend the current Cooperative Agreement from 01 October 2011 to 30 September 2012.

As mutually agreed herein by both parties, the costs of extended caretaker services shall be borne exclusively of and by the caretaker as an offset of existing revenue generating sources, present and future, through the extended period of the Cooperative Agreement ending 30 September 2012.

The general provisions, terms and conditions of the basic Cooperative, and all previous modifications remain the same as previously adopted.

As a result of this Modification, the total funded amount of the Cooperative Agreement remains the same at \$12,848,213.00.


UNITED STATES NAVY
NAVAL FACILITIES ENGINEERING COMMAND
WASHINGTON NAVY YARD
1322 PATTERSON AVENUE SE, SUITE 1000
WASHINGTON, DC 20374-5065

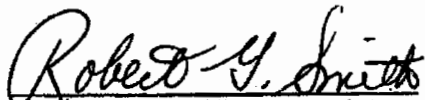
COOPERATIVE AGREEMENT
NO. N62474-97-2-0003
MODIFICATION P00026

IN WITNESS WHEREOF, The parties to this Agreement by their authorized representatives hereby cause this Agreement to be executed.

For the CITY AND COUNTY
OF SAN FRANCISCO
TREASURE ISLAND DEVELOPMENT
AUTHORITY as Caretaker:

For the United States Navy:

By: 
Ms. Mirian Saez
Treasure Island Development Authority
Director of Island Operati~~on~~

By: 
~~Mr. Robert M. Griffin~~ Robert G. Smith
Grants Officer

Date: 9/29/11

Date: 9/29/11

UNITED STATES NAVY
NAVAL FACILITIES ENGINEERING COMMAND
WASHINGTON NAVY YARD
1322 PATTERSON AVENUE SE, SUITE 1000
WASHINGTON, DC 20374-5065

COOPERATIVE AGREEMENT
NO. N62474-97-2-0003
MODIFICATION P00025

COOPERATIVE AGREEMENT

GRANTEE: CITY OF COUNTY OF SAN FRANCISCO
TREASURE ISLAND DEVELOPMENT AUTHORITY
ONE AVENUE OF THE PALMS, BUILDING 1, ROOM 237
TREASURE ISLAND, SAN FRANCISCO, CA 94130

AUTHORITY: 31 U.S.C. Section 6305 & 10 U.S.C. Section 2687 note, section 204 (a) (2) of
Defense Base Closure Act of 1988 (P. L. 100-526)

COOPERATIVE AGREEMENT MODIFICATION

The purpose of this modification, in accordance with Section 701 of the General Provisions, is to extend the current Cooperative Agreement from 01 October 2010 to 30 September 2011.

As mutually agreed herein by both parties, the costs of extended caretaker services shall be borne exclusively of and by the caretaker as an offset of existing revenue generating sources, present and future, through the extended period of the Cooperative Agreement ending 30 September 2011.

The general provisions, terms and conditions of the basic Cooperative, and all previous modifications remain the same as previously adopted.

As a result of this Modification, the total funded amount of the Cooperative Agreement remains the same at \$12,848,213.00.

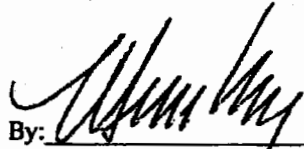
UNITED STATES NAVY
NAVAL FACILITIES ENGINEERING COMMAND
WASHINGTON NAVY YARD
1322 PATTERSON AVENUE SE, SUITE 1000
WASHINGTON, DC 20374-5065

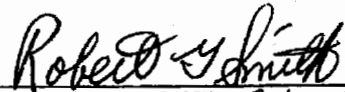
COOPERATIVE AGREEMENT
NO. N62474-97-2-0003
MODIFICATION P00025

IN WITNESS WHEREOF, The parties to this Agreement by their authorized representatives hereby cause this Agreement to be executed.

For the CITY AND COUNTY
OF SAN FRANCISCO
TREASURE ISLAND DEVELOPMENT
AUTHORITY as Caretaker:

For the United States Navy:

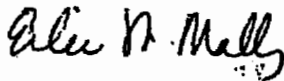
By: 
Ms. Mirian Saez
Treasure Island Development Authority
Director of Island Operation

By: 
~~Mr. Robert M. Griffin~~ Robert G. Smith
Grants Officer

Date: 8/20/10

Date: 9/7/10

APPROVED



UNITED STATES NAVY
NAVAL FACILITIES ENGINEERING COMMAND
WASHINGTON NAVY YARD
1322 PATTERSON AVENUE SE, SUITE 1000
WASHINGTON, DC 20374-5065

COOPERATIVE AGREEMENT
NO. N62474-97-2-0003
MODIFICATION P00024

COOPERATIVE AGREEMENT

GRANTEE: CITY OF COUNTY OF SAN FRANCISCO
TREASURE ISLAND DEVELOPMENT AUTHORITY
410 PALM AVENUE, BUILDING 1, ROOM 237
TREASURE ISLAND, SAN FRANCISCO, CA 94130

AUTHORITY: 31 U.S.C. Section 6305 & 10 U.S.C. Section 2687 note, section 204 (a) (2) of
Defense Base Closure Act of 1988 (P. L. 100-526)

COOPERATIVE AGREEMENT MODIFICATION

The purpose of this modification, in accordance with Section 701 of the General Provisions, is to extend the current Cooperative Agreement from 01 October 2009 to 30 September 2010.

As mutually agreed herein by both parties, the costs of extended caretaker services shall be borne exclusively of and by the caretaker as an offset of existing revenue generating sources, present and future, through the extended period of the Cooperative Agreement ending 30 September 2010.

The general provisions, terms and conditions of the basic Cooperative Agreement, and all previous modifications remain the same as previously adopted.

As a result of this Modification, the total funded amount of the Cooperative Agreement remains the same at \$12,848,213.00.

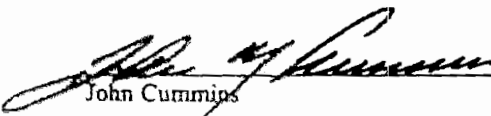
AWARD NO: N62474-97-2-0003

Prepared By:
Naval Facilities Engineering Command SW
Cooperative Agreement Administrator:



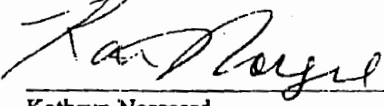
Charles W. DePew Date 11 Sep 2009

Reviewed for Legal Sufficiency:
Naval Facilities Engineering Command SW
Associate Counsel



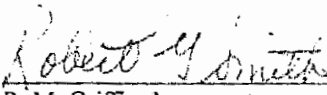
John Cummins Date 11-Sept-2009

Approval:
Naval Facilities Engineering Command SW
Chief of Contracts Office

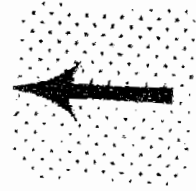


Kathryn Norgaard Date 15 Sep 09

Concur:
Naval Facilities Engineering Command
Assistant Commander for Acquisition



R. M. Griffin, Jr. Date 9/17/09
Robert G. Smith



**SIGN
HERE**

UNITED STATES NAVY
NAVAL FACILITIES ENGINEERING COMMAND
WASHINGTON NAVY YARD
1322 PATTERSON AVENUE SE, SUITE 1000
WASHINGTON, DC 20374-5065

COOPERATIVE AGREEMENT
NO. N62474-97-2-0003
MODIFICATION P00022

COOPERATIVE AGREEMENT

GRANTEE: CITY OF COUNTY OF SAN FRANCISCO
TREASURE ISLAND DEVELOPMENT AUTHORITY
410 PALM AVENUE, BUILDING 1, ROOM 237
TREASURE ISLAND, SAN FRANCISCO, CA 94130

AUTHORITY: 31 U.S.C. Section 6305 & 10 U.S.C. Section 2687 note, section 204 (a) (2) of
Defense Base Closure Act of 1988 (P. L. 100-526)

COOPERATIVE AGREEMENT MODIFICATION

The purpose of this modification, in accordance with Section 701 of the General Provisions, is to extend the current Cooperative Agreement from 01 October 2007 to 30 September 2008.

As mutually agreed herein by both parties, the costs of extended caretaker services shall be borne exclusively of and by the caretaker as an offset of existing revenue generating sources, present and future, through the extended period of the Cooperative Agreement ending 30 September 2008.

The general provisions, terms and conditions of the basic Cooperative, and all previous modifications remain the same as previously adopted.

As a result of this Modification, the total funded amount of the Cooperative Agreement remains the same at \$12,848,213.00.


UNITED STATES NAVY
NAVAL FACILITIES ENGINEERING COMMAND
WASHINGTON NAVY YARD
1322 PATTERSON AVENUE SE, SUITE 1000
WASHINGTON, DC 20374-5065


COOPERATIVE AGREEMENT
NO. N62474-97-2-0003
MODIFICATION P00022

IN WITNESS WHEREOF, The parties to this Agreement by their authorized representatives hereby cause this Agreement to be executed.

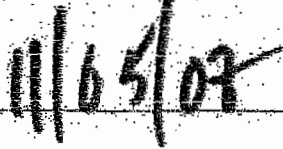
For the CITY AND COUNTY
OF SAN FRANCISCO
TREASURE ISLAND DEVELOPMENT
AUTHORITY as Caretaker:

For the United States Navy:

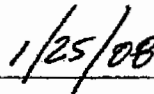
By: 
Ms. Miriam Saez
Treasure Island Development Authority
Director of Island Operation

By: 
Mr. Robert M. Griffin
Grants Officer

Date:



Date:



UNITED STATES NAVY
NAVAL FACILITIES ENGINEERING COMMAND
WASHINGTON NAVY YARD
1322 PATTERSON AVENUE SE, SUITE 1000
WASHINGTON, DC 20374-5065

COOPERATIVE AGREEMENT
NO. N62474-97-2-0003
MODIFICATION P00021

COOPERATIVE AGREEMENT

GRANTEE: CITY OF COUNTY OF SAN FRANCISCO
TREASURE ISLAND REDEVELOPMENT AUTHORITY
410 PALM AVENUE, BUILDING 1, ROOM 237
TREASURE ISLAND, SAN FRANCISCO, CA 94130

AUTHORITY: 31 U.S.C. Section 6305 & 10 U.S.C. Section 2687 note, section 204 (a) (2) of
Defense Base Closure Act of 1988 (P. L. 100-526)

COOPERATIVE AGREEMENT MODIFICATION

The purpose of this modification, in accordance with Section 701 of the General Provisions, is to extend the current Cooperative Agreement from 30 September 2006 to 01 October 2007.

As mutually agreed herein by both parties, the costs of extended caretaker services shall be borne exclusively of and by the caretaker as an offset of existing revenue generating sources, present and future, through the extended period of the Cooperative Agreement ending October 01, 2007.

The general provisions, terms and conditions of the basic Cooperative, and all previous modifications remain the same as previously adopted.

As a result of this Modification, the total funded amount of the Cooperative Agreement remains the same at \$12,848,213.00.

UNITED STATES NAVY
NAVAL FACILITIES ENGINEERING COMMAND
WASHINGTON NAVY YARD
1322 PATTERSON AVENUE SE, SUITE 1000
WASHINGTON, DC 20374-5065

COOPERATIVE AGREEMENT
NO. N62474-97-2-0003
MODIFICATION P00021

IN WITNESS WHEREOF, The parties to this Agreement by their authorized representatives hereby cause this Agreement to be executed.

For the CITY AND COUNTY
OF SAN FRANCISCO
TREASURE ISLAND DEVELOPMENT
AUTHORITY as Caretaker:

For the United States Navy:

By: 
Miriam Saez

Treasure Island Development Authority
Director of Island Operation

By: 
Mr. Robert M. Griffin
Grants Officer

Date: 5/23/07

Date: 1/25/08

UNITED STATES NAVY
NAVAL FACILITIES ENGINEERING COMMAND
WASHINGTON NAVY YARD
1322 PATTERSON AVENUE SE, SUITE 1000
WASHINGTON, DC 20374-5065

COOPERATIVE AGREEMENT
NO. N62474-97-2-0003
MODIFICATION P00020
Effective date: 11 September 2005

COOPERATIVE AGREEMENT

GRANTEE: CITY OF COUNTY OF SAN FRANCISCO
TREASURE ISLAND REDEVELOPMENT AUTHORITY
410 PALM AVENUE, BUILDING 1, ROOM 237
TREASURE ISLAND, SAN FRANCISCO, CA 94130

AUTHORITY: Section 2905 (a) (1) (B) of Public Law 101-510 & 31 U. S. C Section 6305

COOPERATIVE AGREEMENT MODIFICATION

The purpose of this modification, in accordance with Section 701 of the General Provisions, is to extend the current Cooperative Agreement from 30 September 2005 to 01 October 2006.

As mutually agreed herein by both parties, the costs of extended caretaker services shall be borne exclusively of and by the caretaker as an offset of existing revenue generating sources, present and future, through the extended period of the Cooperative Agreement ending October 01, 2006.

The general provisions, terms and conditions of the basic Cooperative, and all previous ~~modifications~~ remain the same as previously adopted.

As a result of this Modification, the total funded amount of the Cooperative Agreement remains the same at \$12,848,213.00.

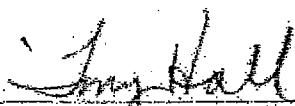
UNITED STATES NAVY
NAVAL FACILITIES ENGINEERING COMMAND
WASHINGTON NAVY YARD
1322 PATTERSON AVENUE SE, SUITE 1000
WASHINGTON, DC 20374-5065


COOPERATIVE AGREEMENT
NO. N62474-97-2-0003
MODIFICATION P00020
Effective Date: 09 September 2005

IN WITNESS WHEREOF, The parties to this Agreement by their authorized representatives hereby cause this Agreement to be executed.

For the CITY AND COUNTY
OF SAN FRANCISCO
TREASURE ISLAND DEVELOPMENT
AUTHORITY as Caretaker:

For the United States Navy:

By: 
Tony Hall
Treasure Island Development Authority
Executive Director

By: 
C. W. DEPEW
Grants Administrator

Date: 9/9/05

Date: 9/9/05

UNITED STATES NAVY
NAVAL FACILITIES ENGINEERING COMMAND
WASHINGTON NAVY YARD
1322 PATTERSON AVENUE SE, SUITE 1000
WASHINGTON, DC 20374-5065

COOPERATIVE AGREEMENT
NO. N62474-97-2-0003
MODIFICATION P00019

COOPERATIVE AGREEMENT

GRANTEE: CITY OF COUNTY OF SAN FRANCISCO
TREASURE ISLAND REDEVELOPMENT AUTHORITY
410 PALM AVENUE, BUILDING 1, ROOM 237
TREASURE ISLAND, SAN FRANCISCO, CA 94130

AUTHORITY: Section 2905 (a) (1) (B) of Public Law 101-510

COOPERATIVE AGREEMENT MODIFICATION

The purpose of this modification, in accordance with Section 701 of the General Provisions, is to extend the current Cooperative Agreement from 01 December 2004 to 30 September 2005.

As mutually agreed herein by both parties, the costs of extended caretaker services shall be borne exclusively of and by the caretaker as an offset of existing revenue generating sources, present and future, through the extended period of the Cooperative Agreement ending September 30, 2005.

The general provisions, terms and conditions of the basic Cooperative, and all previous modifications remain the same as previously adopted.

As a result of this Modification, the total funded amount of the Cooperative Agreement remains the same at \$12,848,213.00.

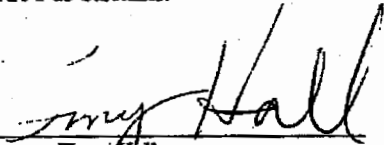
UNITED STATES NAVY
NAVAL FACILITIES ENGINEERING COMMAND
WASHINGTON NAVY YARD
1322 PATTERSON AVENUE SE, SUITE 1000
WASHINGTON, DC 20374-5065

COOPERATIVE AGREEMENT
NO. N62474-97-2-0003
MODIFICATION P00019

IN WITNESS WHEREOF, The parties to this Agreement by their authorized representatives hereby cause this Agreement to be executed.

For the CITY AND COUNTY
OF SAN FRANCISCO
TREASURE ISLAND DEVELOPMENT
AUTHORITY as Caretaker:

For the United States Navy:

By: 
Tony Hall
Treasure Island Development Authority
Executive Director

By: 
C. W. DEPEW
Grants Administrator

Date: 12-01-2004

Date: 01 Dec 2004

UNITED STATES NAVY
NAVAL FACILITIES ENGINEERING COMMAND
WASHINGTON NAVY YARD
1322 PATTERSON AVENUE SE, SUITE 1000
WASHINGTON, DC 20374-5065

COOPERATIVE AGREEMENT
NO. N62474-97-2-0003
MODIFICATION P00018

COOPERATIVE AGREEMENT

GRANTEE: CITY OF COUNTY OF SAN FRANCISCO
TREASURE ISLAND REDEVELOPMENT AUTHORITY
410 PALM AVENUE, BUILDING 1, ROOM 237
TREASURE ISLAND, SAN FRANCISCO, CA 94130

AUTHORITY: Section 2905 (a) (1) (B) of Public Law 101-510

COOPERATIVE AGREEMENT MODIFICATION

The purpose of this modification, in accordance with Section 701 of the General Provisions, is to extend the current Cooperative Agreement from 31 October 2004 to 30 November 2004.

As mutually agreed herein by both parties, the costs of extended caretaker services shall be borne exclusively of and by the caretaker as an offset of existing revenue generating sources, present and future, through the extended period of the Cooperative Agreement ending November 30, 2004.

The general provisions, terms and conditions of the basic Cooperative, and all previous modifications remain the same as previously adopted.

As a result of this Modification, the total funded amount of the Cooperative Agreement remains the same at \$12,848,213.00.

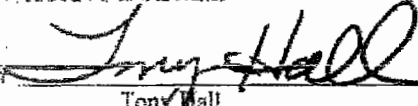
UNITED STATES NAVY
NAVAL FACILITIES ENGINEERING COMMAND
WASHINGTON NAVY YARD
1322 PATTERSON AVENUE SE, SUITE 1000
WASHINGTON, DC 20374-5065

COOPERATIVE AGREEMENT
NO. N62474-97-2-0003
MODIFICATION P00018

IN WITNESS WHEREOF, The parties to this Agreement by their authorized representatives hereby cause this Agreement to be executed.

For the CITY AND COUNTY
OF SAN FRANCISCO
TREASURE ISLAND DEVELOPMENT
AUTHORITY as Caretaker:

For the United States Navy

BY: 
Tony Hall
Treasure Island Development Authority
Executive Director

BY: 
C. W. DEPEW
Grants Administrator

Date: 10-31-04

Date: 31 Oct 2004

UNITED STATES NAVY
NAVAL FACILITIES ENGINEERING COMMAND
WASHINGTON NAVY YARD
1322 PATTERSON AVENUE SE, SUITE 1000
WASHINGTON, DC 20374-5065

COOPERATIVE AGREEMENT
NO. N62474-97-2-0003
MODIFICATION P00017

COOPERATIVE AGREEMENT

GRANTEE: CITY OF COUNTY OF SAN FRANCISCO
TREASURE ISLAND DEVELOPMENT AUTHORITY
410 PALM AVENUE, BUILDING 1, ROOM 237
TREASURE ISLAND, SAN FRANCISCO, CA 94130

AUTHORITY: Section 2905 (a) (1) (B) of Public Law 101-510

COOPERATIVE AGREEMENT MODIFICATION

The purpose of this modification, in accordance with Section 701 of the General Provisions, is to extend the current Cooperative Agreement from 01 October 2004 to 31 October 2004.

As mutually agreed herein by both parties, the costs of extended caretaker services shall be borne exclusively of and by the caretaker as an offset of existing revenue generating sources, present and future, through the extended period of the Cooperative Agreement ending October 31, 2004.

The general provisions, terms and conditions of the basic Cooperative, and all previous modifications remain the same as previously adopted.

As a result of this Modification, the total funded amount of the Cooperative Agreement remains the same at \$12,848,213.00.

UNITED STATES NAVY
NAVAL FACILITIES ENGINEERING COMMAND
WASHINGTON NAVY YARD
1322 PATTERSON AVENUE SE, SUITE 1000
WASHINGTON, DC 20374-5065

COOPERATIVE AGREEMENT
NO. N62474-97-2-0003
MODIFICATION P00017

IN WITNESS WHEREOF, The parties to this Agreement by their authorized representatives hereby cause this Agreement to be executed.

For the CITY AND COUNTY
OF SAN FRANCISCO
TREASURE ISLAND DEVELOPMENT
AUTHORITY as Caretaker:

BY: Tony Hall
TONY HALL
Treasure Island Development Authority
Executive Director

For the United States Navy

BY: C. W. DEPEW
C. W. DEPEW
Grants Administrator

UNITED STATES NAVY
NAVAL FACILITIES ENGINEERING COMMAND
WASHINGTON NAVY YARD
1322 PATTERSON AVENUE SE, SUITE 1000
WASHINGTON, DC 20374-5065

COOPERATIVE AGREEMENT
NO. N62474-97-2-0003
MODIFICATION P00016

COOPERATIVE AGREEMENT

GRANTEE: CITY AND COUNTY OF SAN FRANCISCO
TREASURE ISLAND REDEVELOPMENT AUTHORITY
410 PALM AVENUE, BUILDING 1, ROOM 237
TREASURE ISLAND, SAN FRANCISCO, CA 94130

AUTHORITY: Section 2905(a)(1)(B) of Public Law 101-510

COOPERATIVE AGREEMENT MODIFICATION

The purpose of this modification, in accordance with Section 701 of the General Provisions, is to extend the current Cooperative Agreement for Fiscal Year (FY) 2004 from 01 October 2003 through 30 September 2004.

As mutually agreed herein by both parties, the costs of extended caretaker services shall be borne exclusively of and by the caretaker as an offset of existing revenue generating sources, present and future, through the extended period of the Cooperative Agreement ending September 30, 2004.

The general provisions, terms and conditions of the basic Cooperative Agreement, and all previous modifications remain the same as previously adopted.

As a result of this Modification, the total funded amount of the Cooperative Agreement remains the same at \$12,848,213.00.

For the CITY AND COUNTY
OF SAN FRANCISCO
TREASURE ISLAND
DEVELOPMENT
AUTHORITY as Caretaker:

By: _____
MAYOR

For the U.S. Navy:

By: C. W. DePew 30 Sep 03
C.W. DEPEW
GRANTS ADMINISTRATOR

CLERK OF BOARD OF SUPERVISORS



ANNEMARIE CONROY
Treasure Island Development Authority Executive Director

APPROVED AS TO FORM:
LOUISE H. RENNE, City Attorney

By: _____
DEPUTY CITY ATTORNEY

UNITED STATES NAVY
NAVAL FACILITIES ENGINEERING COMMAND
WASHINGTON NAVY YARD
1322 PATTERSON AVENUE SE, SUITE 1000
WASHINGTON, DC 20374-5065

COOPERATIVE AGREEMENT
NO. N62474-97-2-0003
MODIFICATION P00015

COOPERATIVE AGREEMENT

GRANTEE: CITY AND COUNTY OF SAN FRANCISCO
TREASURE ISLAND DEVELOPMENT AUTHORITY
410 PALM AVE., BLDG 1, ROOM 237
TREASURE ISLAND, SAN FRANCISCO, CA 94130

AUTHORITY: Section 2905(a)(1)(B) of Public Law 101-510

COOPERATIVE AGREEMENT MODIFICATION:

The purpose of this modification, is in accordance with Section 701 of the General Provisions and the caretakers letter dated 19 September 2002, the Cooperative Agreement is extended for FY2003 from 01 October 2002 through 30 September 2003 in accordance with Section 701 of the basic agreement.

As mutually agreed herein, by both parties, the costs of extended caretaker services shall be borne exclusively of and by the caretaker, as an offset of existing revenue generating sources, present and future through the extended period of the Cooperative Agreement, ending 30 September 2003.

The general provisions, terms and conditions of the basic Cooperative Agreement and all previous modifications remain the same as previously adopted.

As a result of this Modification, the total funded amount of the Cooperative Agreement remains the same at \$12,848,213.00.


For the CITY AND COUNTY
OF SAN FRANCISCO
TREASURE ISLAND
DEVELOPMENT
AUTHORITY as Caretaker:

By: _____
MAYOR

For the U.S. Navy

By: 
C. W. DEPEW 
Grants Administrator

CLERK OF BOARD OF SUPERVISORS


ANNEMARIE CONROY
Treasure Island Development Authority Executive Director

APPROVED AS TO FORM:
LOUISE H. RENNE, City Attorney

By: _____
DEPUTY CITY ATTORNEY

UNITED STATES NAVY
NAVAL FACILITIES ENGINEERING COMMAND
WASHINGTON NAVY YARD
1322 PATTERSON AVENUE SE, SUITE 1000
WASHINGTON, DC 20374-5065

COOPERATIVE AGREEMENT
NO. N62474-97-2-0003
MODIFICATION P00014

COOPERATIVE AGREEMENT

GRANTEE: CITY AND COUNTY OF SAN FRANCISCO
TREASURE ISLAND DEVELOPMENT AUTHORITY
410 PALM AVE., BLDG 1, ROOM 237
TREASURE ISLAND, SAN FRANCISCO, CA 94130

AUTHORITY: Section 2905(a)(1)(B) of Public Law 101-510

COOPERATIVE AGREEMENT MODIFICATION:

The purpose of this modification, in accordance with Section 701 of the General Provisions, is to extend the current FY 2001 Cooperative Agreement from 01 October 2001 to 30 September 2002 in accordance with Section 701 of the basic agreement.

As mutually agreed herein, by both parties, the costs of extended caretaker services shall be borne exclusively of and by the caretaker, as an offset of existing revenue generating sources, present and future through the extended period of the cooperative agreement, ending 30 September 2002.

The agreement will remain subject to the terms and conditions as follows:

1. The general provisions, terms and conditions of the basic cooperative agreement remain unchanged.
2. Sections 1, 2 and 3 of the Cooperative Agreement are changed to delete Functional Annexes (Annexes 3, 4 and 6), Table of Contents and Consolidated Cost Estimate, from Modification P00008 in their entirety.
3. Insert the Table of Contents, Functional Annexes (Annexes 3, 4 and 6) with their associated Technical Execution Plans, Consolidated Cost Estimate and Detailed Cost Summaries, as incorporated herein by Modification P00014 into the Cooperative Agreement.

As a result of this Modification, the total amount of the Cooperative Agreement is increased by \$145,000.00 from \$12,703,213.00 to \$12,848,213.00.

PAYMENT WILL BE MADE BY: DFAS San Diego.

ACCOUNTING AND APPROPRIATION DATA:

BT 1797XXX0510 K900 0252 38911 0 068711 2A 000000 BT7C15610000 BT \$145,000.00

UNITED STATES NAVY
NAVAL FACILITIES ENGINEERING COMMAND
WASHINGTON NAVY YARD
1322 PATTERSON AVENUE SE, SUITE 1000
WASHINGTON, DC 20374-5065

COOPERATIVE AGREEMENT
NO. N62474-97-2-0003
MODIFICATION P00013

COOPERATIVE AGREEMENT

GRANTEE: CITY AND COUNTY OF SAN FRANCISCO
TREASURE ISLAND DEVELOPMENT AUTHORITY
410 PALM AVE., BLDG 1, ROOM 237
TREASURE ISLAND, SAN FRANCISCO, CA 94130

AUTHORITY: Section 2905(a)(1)(B) of Public Law 101-510

COOPERATIVE AGREEMENT MODIFICATION:

The purpose of this modification, in accordance with Section 701 of the General Provisions, is to extend the current FY 2000 Cooperative Agreement from 01 October 2000 to 30 September 2001 in accordance with Section 701 of the basic agreement.

As mutually agreed herein, by both parties, the costs of extended caretaker services shall be borne exclusively of and by the caretaker, as an offset of existing revenue generating sources, present and future through the extended period of the cooperative agreement, ending 30 September 2001.

The agreement will remain subject to the terms and conditions as follows:

1. The general provisions, terms and conditions of the basic cooperative agreement and all previous modifications remain the same as previously adopted.
2. Sections 1, 2 and 3 of the Cooperative Agreement are changed to delete Functional Annexes (Annexes 3, 4 and 6), Table of Contents and Consolidated Cost Estimate, from Modification P00008 in their entirety.
3. Insert the Table of Contents, Functional Annexes (Annexes 3, 4 and 6) with their associated Technical Execution Plans, Consolidated Cost Estimate and Detailed Cost Summaries, as incorporated herein by Modification P00012 into the Cooperative Agreement.

As a result of this Modification, the total amount of the Cooperative Agreement is increased by \$145,000.00 from \$12,558,213.00 to \$12,703,213.00.

PAYMENT WILL BE MADE BY: DFAS San Diego.

ACCOUNTING AND APPROPRIATION DATA:

BS 1797XXXX0510 KQ00 0252 38111 0 068732 2A 000000 BS000R025819 \$145,000.00

For the CITY AND COUNTY
OF SAN FRANCISCO
TREASURE ISLAND
DEVELOPMENT
AUTHORITY as Caretaker:

For the U.S. Navy

By: _____
MAYOR

By: _____
ROBERT BOYER
Grants Officer

CLERK OF BOARD OF SUPERVISORS



ANNEMARIE CONROY
Treasure Island Development Authority Executive Director

APPROVED AS TO FORM:
LOUISE H. RENNE, City Attorney

By: 

DEPUTY CITY ATTORNEY

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SECTION I

REQUIREMENTS STATEMENT

LOCATION

This agreement concerns the operations, maintenance and protection of the closed Naval Station (NS) Treasure Island. NS Treasure Island closed operationally at the end of September 1997. The term "closed Naval Station Treasure Island" refers to those areas and facilities that have not been transferred to the United States Department of Labor, United States Coast Guard, or leased to the Caretaker.

The operation and maintenance of Navy facilities that are licensed or leased to the City of San Francisco are excluded from this agreement.

GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND MATERIAL

Government Furnished Property, Equipment and Material (GFP/GFE/GFM) is property, equipment, or material that is provided to the Caretaker to reduce the cost of this agreement or to assist the Caretaker in start-up. GFP/GFE/GFM held by the Caretaker continues to be owned by the Navy until consumed or returned. The Caretaker is responsible to provide proper care, maintenance, and security of GFP/GFE/GFM. Property, equipment, and material purchased by the Caretaker and reimbursed by the Navy is considered GFP/GFE/GFM.

ORGANIZATION

The agreement is divided into six (6) functional annexes. For ease of reading, each annex follows a standard format that is briefly described below.

1. Description

This paragraph generally defines the scope of services to be provided under the agreement.

2. Concept of Operations

This paragraph provides additional descriptions of the services, and operations and maintenance functions that are included in the annex. Standards for the services and functions are those of the service provider.

3. Technical Execution Plans (TEPs)

There is a Technical Execution Plan (TEP) appended to each annex within this document. Prior to this modification, the TEP(s) were separate documents. The TEPs are being appended to each of the functional annexes so that the result will be a fully integrated and self-contained document that is an integral part of this agreement. The OIC, Caretaker Site Office, will use these plans when developing the Navy quality assurance program.

The TEPs are management tools for both the City and the Navy. The TEPs form the technical basis for reimbursement by the Navy to the City for the work performed by the City in the process of assuming the ownership and management of Treasure Island. The City's budgets in Section III will track to the objectives of the TEPs.

The TEPs identify the method by which the Caretaker will keep the CSO informed as to job status, progress, backlog, scheduled completion dates, and work execution plans. They include a methodology for tracking and documenting reductions in workload and allowable cooperative agreement expenditures associated with leasing, licensing, or transfer of properties to the City of San Francisco or other entity.

PART 1.A

SECURITY SERVICES

1.A.1. Description

1.A.1.1. Security services for the closed Naval Station (NS) Treasure Island includes management, supervision, and work execution required to protect government property (facilities and personal property) and control access to the Navy owned property.

1.A.2. Concept of Operations

1.A.2.1. The Caretaker, shall provide security services as described below.

1.A.2.2. The Caretaker shall establish 24-hour security patrols for the former NS Treasure Island to control access and deter unauthorized entry to or removal of Navy-owned property.

1.A.2.3. All security personnel shall wear uniforms distinguishing them as part of an official security workforce. Security vehicles shall also have distinguishing security markings.

1.A.2.4. Security personnel shall have full-time radio communication capability with each other and with the San Francisco Police Department. Security personnel shall immediately call for a Police response if they detect any indication of a crime being committed or committed previously.

1.A.2.5. Security personnel are not authorized to carry firearms.

1.A.2.6. The Caretaker shall provide all supplies and equipment necessary to perform the security service.

**TECHNICAL EXECUTION PLAN
FOR
ANNEX 1
PUBLIC SAFETY**

1. The missions of the San Francisco Police and Fire Departments, with regards to operations on Treasure Island and Yerba Buena Island (TI/YBI) are:

- a. To safeguard the well being of residents, employees and visitors to TI/YBI.
- b. To protect and insure the security of property and buildings located on TI/YBI.
- c. To interact and liaison with other local and federal government agencies located on the islands.
- d. To assist and coordinate efforts to maintain security and prevent fires on TI/YBI.
- e. To proactively meet with residents and employees of the Islands and to engage in partnership and dialogue which will form the basis of future community problem solving efforts.
- f. To protect the lives and property on TI/YBI from fire, natural disasters, hazardous materials incidents.
- g. To save lives by providing emergency medical services.
- h. To prevent fires through prevention and education programs.

Assignment of Responsibility:

Police Department: Overall, responsibility for staffing and policing of the Islands will remain with the San Francisco Police Department, Treasure Island Station. Overall, operational command of police services will be the responsibility of Captain Rich Cairns.

Fire Department: Overall, responsibility for staffing and policy in regards to the Islands will remain with the Chief of the Fire Department or their designee. Overall, operational command will be the responsibility of the Chief of the Fire Department or his designee.

Staffing and Tours of Duty:

Police Department: Police staffing of the Islands will be on a continual 24-hour, seven-day a week basis. Deployment will be as follows:

Day Watch (0600-1600): One Captain, One Sergeant, Two Patrol Officers, and One Light Duty Station Officer.

Swing Watch (1400-2400): Two Patrol Officers.

Midnight Watch (2100-0700): Two Patrol Officers.

Supervision: Units assigned to the Islands shall be under the supervision of their respective unit supervisors. Supervisors shall remain available to respond to TI and YBI as needed. Supervisors will make periodic visits to their personnel on the Islands as part of their regular supervisory responsibilities.

Fire Department: Fire Department staffing of the Islands will be on a continual 24-hour, seven-day a week basis.

Deployment is as follows: Total Fire Department personnel assigned to the Islands currently consists of One Captain, six Lieutenants and 20 Fire Fighters. In addition, the Battalion Chief of District 03 and his aide have temporarily relocated their headquarters to Treasure Island Fire Station until further orders from the Chief of the Department. Their staffing consists of 3 Battalion Chiefs and 3 Chief's Aides. Current

daily staffing consists of 2 Officers and 4 Firefighters. They work on a 24-hour shift from 0800 to 0800. Additionally, Basic Life Support (BLS) Ambulance service has been established during 1999. Although a Battalion Chief and Chief's Aide are currently quartered at Treasure Island, they are not exclusively dedicated to the Islands. They are still responsible for their district in San Francisco that includes the Bay Bridge, Treasure Island and Yerba Buena Island. The above cited staffing levels shall be maintained, subject to the continued provision of necessary funding to support the staffing. However, minimum levels required for any San Francisco community will be maintained.

In addition to the current Fire Department staff on TI, in the case of an incident, the incident commander will have available to them any and all units of the San Francisco Fire Department including: the Fire Boat, Hazardous Materials Unit, Pollution Control Unit, Heavy Rescue Squads, Cliff Rescue, Water Rescue, Emergency Medical Service, etc. The department anticipates the assignment of one paramedic to the Islands on each watch in exchange for one firefighter on each watch in early to mid 2000.

Duties of Department:

Police Department: Upon arrival at TI/YBI, officers will meet with the off-going watch to exchange any pertinent information. Officers shall check the incident/information clipboard at the station prior to commencing patrol. Officers are responsible for the security of Island property, residents, and visitors. This entails the diligent investigation and documentation of any suspicious incidents, persons, vehicles, etc. that they encounter during their tour of duty. All incidents will be documented on incident reports, memoranda, or field interrogation cards, as appropriate. Officers will be responsible for conducting diligent patrol of the Islands unless they are engaged in investigations or report preparation at the Station. Officers will maintain a cooperative liaison with Treasure Island gate security, and respond promptly to any of their calls for assistance or back up. Officers will coordinate with the San Francisco Department of Animal Care and Control as required. Copies of all incident reports and memoranda will be maintained at the TI Station for informational purposes. Police personnel will maintain their presence on the Islands at all times. During the midnight watch, units may leave the Islands only for exigent circumstances, and with the permission of the supervisor.

Fire Department: The duties of the Fire Department will be to respond to structural fires, auto fires, trash fires, grass fires, vessel fires, medical emergencies, hazardous materials incidents, cliff rescues, water rescues, investigation of building alarms, and other emergencies on TI/YBI and the San Francisco Bay Bridge. Inspection and fire prevention programs will be administered by the Department's Bureau of Fire Prevention.

Points of Contact:

Police Department:
Commander Portoni 553-1527
Captain Cairns 984-0642 pager: 998-8487
Sergeant McCloskey 984-0645 pager: 804-5349
Officer Clyburn 984-0645
Officer Achim
Officer Schlink
Officer Gaan
Officer Kosevic
Officer Marchand
Officer Barker
Officer Fox
Officer Frenkel

FUNCTIONAL ANNEX 2

TELEPHONE CABLE MAINTENANCE SERVICES

2.1. Description

2.1.1. The telephone cable system for the closed Naval Station (NS) Treasure Island consists of all existing cables, conduits, connections, and terminals located throughout the base with the exception of cable plant, conduit and related infrastructure which is owned by the local service provider (providing service to housing and lodging facilities). The system is located primarily underground running through utility ducts accessible through manholes. Termination boards are located in building structures. The main termination board is located in Building 1.

2.2. Concept of Operations

2.2.1. Lease of the Telephone Cable System to the Treasure Island Development Authority: The Navy owned utility infrastructure serving former Naval Station Treasure Island, including the telephone cable system, may, subject to the prior approval of the Authority and the San Francisco Board of Supervisors, be leased to the Authority. In that event, the continued operation of the telephone cable system by the Caretaker would be subject to the provisions of that lease. Accordingly, provision of this Agreement pertaining to maintenance of the telephone cable system would be void upon execution of such a lease.

2.2.2 Operations Under This Agreement Prior to Leasing

2.2.2.1 The Caretaker, will maintain the telephone cable system in an operable condition.

2.2.2.2 The Caretaker and the Navy will work cooperatively to minimize/eliminate maintenance costs for the system that serves those areas of the closed NS with limited or no reuse potential.

2.2.2.3 The Caretaker shall conduct system maintenance and repairs necessary to provide a safe, operational telephone cable system. The Caretaker and the Navy will work cooperatively, using sound engineering judgment, to identify optimum corrective solutions for system deficiencies.

2.2.2.4 The Navy will provide a full set of maps and drawings related to the telephone system to the Caretaker. Subsequently, the Caretaker will maintain such maps and drawings and will make them available to the Navy, upon request, to provide documentation in support of system conveyance.

2.2.2.5 The Caretaker will normally provide the Navy Caretaker Site Office with a minimum of 1-week notification of scheduled service outages.

FUNCTIONAL ANNEX 3

GROUNDS MAINTENANCE SERVICES

3.1. Description

3.1.1. Grounds maintenance services for the closed Naval Station (NS) Treasure Island includes management, supervision, and work execution required to provide caretaker level maintenance and repair to improved grounds. The grounds maintenance function includes grass cutting, irrigation, weed control, tree trimming and removal, litter control, perimeter fence repairs, roadways, and culvert cleaning.

3.1.2. Grounds maintenance services include coverage of the entire closed NS. Grounds maintenance services shall not be provided for areas under control of the USCG, DOL, and leased or licensed property to the Caretaker.

3.2. Concept of Operations

The Caretaker shall perform grounds maintenance work to all areas on closed Naval Station Treasure Island that have not been transferred to the Department of Labor or the United States Coast Guard, and have not been leased to the Caretaker. Grounds maintenance shall be performed to two standards:

Level 2 Services

Turf Grass Mowing and Associated Cleanup: Turf areas shall be mowed an average of two times per month. Turf grass height shall be maintained between 2 inches and 4 inches at all times. Prior to mowing, all trash, papers, and other debris shall be removed from turf areas. Surface imperfections such as gopher mounds shall be leveled out. All edges along curbs, sidewalks, roadways, and other paved areas, and around light poles, hydrants, light guards, and signs shall be trimmed once per month. Tree wells shall be maintained around all trees and large shrubs growing in lawn and turf areas. All clippings shall be cleared from walkways, roadways, and other paved areas.

Trees and Shrubs: All trees and shrubs shall be pruned to provide safe passage, maintain a healthy and pleasing appearance, and prevent interference with pedestrians and vehicular traffic. Trees and shrubs shall be treated as necessary to prevent disease, fungus, and insect damage. Shrub beds shall be kept free of weeds, debris, sucker growth, and dead plant material.

Irrigation: Minimum irrigation shall be performed in a manner that promotes good appearance of landscaped areas. Irrigation shall include the watering of lawns, shrubs, trees, ground cover and containerized plants. Caretaker shall provide back-flow prevention devices approved by the San Francisco Department of Public Works on all hoses that are used for watering and all connections made to fire hydrants.

Weed control in Paved Areas: Weeds shall be removed from all asphalt and other paved areas. Herbicides shall be applied to prevent re-growth.

**TECHICAL EXECUTION PLAN
FOR
ANNEX 3
GROUNDS MAINTENANCE**

1. Per the contract between TIDA and Rubicon Enterprises, dated March 1999, the grounds maintenance of the Islands will be maintained in an appropriate manner. The monthly invoice for these services, under the requirements of the Cooperative Agreement, will be per Annex 5, Financial Management.
2. The Caretaker Site Office Treasure Island holds a copy of the contract, for historical and quality assurance purposes.

4.2.7. The Caretaker shall maintain buildings in a manner that is safe to the general public, including those occupied by the Navy (portion of Building 1 and Building 570). The Caretaker will provide all supplies and equipment necessary to perform building maintenance services.

4.2.8. The Caretaker shall pickup, store and dispose of any abandoned waste on the closed NS Treasure Island, including YBI, per applicable regulations. This does not include waste generated by Navy environmental remediation work.

The Caretaker shall properly store all Hazardous Materials and Hazardous Waste it handles, other than such materials and waste generated by Navy operations. The Caretaker shall not use the Navy's Hazardous Waste Generator Identification number for disposal of Hazardous Materials and Hazardous Waste not generated by Navy operations.

4.A.2.8. The Caretaker execution workforce shall occupy and use the City Department of Public Works spaces in Public Works Department spaces in Building 225 as a local shop and storage space.

Street and Grounds Maintenance: The Bureau of Building Repair will maintain liaison with those DPW entities responsible for street and grounds maintenance at the Treasure Island/Yerba Buena site. The Bureaus of Street Environmental Services and Street Repair will report to Building Repair on conditions, regular schedules of work, and problems that arise from these areas. The Bureaus will report, through appropriate channels, on a regularly basis to the Navy. Both Street Environmental Services and Street Repair will maintain complete records of all work, repairs and costs. Regular street cleaning undertaken by the Bureau of Street Environmental Services will be confined and specifically limited to regular mechanical sweeping of paved streets covered by the Cooperative Agreement but not those covered by a lease or license agreement. Repair and maintenance of streets by the Bureau of Street Repair will be confined to those paved streets covered by the Cooperative Agreement but not those covered by a lease or license. Actual repairs will be confined to reasonable repairs or emergency backfill after notification of a problem or circumstance. Resurfacing of streets by the Bureau of Street Repair will be done with prior approval by the Navy.

2B. Work Execution for Professional Engineering and Plan Room Services

DPW will provide engineering support as required for the proper maintenance and repairs of the roads and facility structures on TI and YBI. Engineering support will include DPW coordination efforts with other City agencies, and technical expertise involving the civil, electrical, mechanical, structural, architectural, and landscape architectural fields.

Plan Room management will be established to facilitate retrieving plans previously organized by the Navy. DPW does not intend to have full-time staff stationed at TI to provide Plan Room related services. However, DPW through its Bureau of Engineering will dispatch personnel to TI to provide Plan Room related services on an as-needed basis. Procedures will be implemented to provide documents to requesters timely.

Reproduction equipment turned over by the Navy is limited to small-scale reproductions only. Reproduction equipment does not have reducing or enlarging capabilities. DPW will implement procedures to use reproduction services provided by an outside vendor. To recoup reproduction costs which are not charged to the Navy, DPW intends to charge a flat fee of \$5.00 per sheet (irrespective of drawing size) when such outside reproduction services are utilized. Payment shall be by check made payable to DPW, and shall be due at the time of document pickup.

To properly manage control of the Plan Room, access will be limited to only DPW personnel. All requests for plans and reports shall be directed to (415)558-4061 or (415)558-4067.

3. Reporting Procedures

The Mayor's Office and the Navy will schedule regular meetings on site. The purpose of the these meetings will be to:

- report on the previous work and events
- report on special work scheduled for the next period of time
- report on grounds and streets as appropriate
- advise the Navy and Mayor's Office of possible future problems

Records of all inspections, deficiencies noted, and corrections made will be recorded and available for review by the Navy upon request and sufficient notice. A log of all Plan Room requests received will be provided to the Navy on a monthly basis.

The Navy assigned vehicles to the Department of Public Works, Bureau of Building Repair. These are used by on-site personnel and shops located within the City to transport personnel and materials to, from and around Treasure Island. In order to utilize, maintain, and fuel these vehicles, however, it is necessary to park the vehicles at various San Francisco Public Works locations for periods of time up to several days depending on servicing requirements and staffing availability. The vehicles not assigned to a specific shop serving Treasure Island will be stored inside the locked enclosure surrounding Building 225 (Auto Hobby Shop).

3. Department of Public Works Responsibilities

DPW assumes primary responsibility for performing regular vehicle maintenance and repairs. All service and fueling will be accomplished through the City Purchaser's Central Shops, funded through the Mayor's Office to DPW for the Treasure Island Project. In addition, vehicles assigned to DPW will have a number assigned and placed on vehicle front doors along with a City Seal. Navy identifying numbers and lettering will be retained through the course of this agreement.

4. General Conditions of Use

Vehicles will in general be reserved for service of the closed Naval Station facilities. The Department reserves the right to substitute City owned vehicles for servicing Treasure Island if maintenance, equipment, or scheduling requirements so indicate.

FUNCTIONAL ANNEX 5.A

COOPERATIVE AGREEMENT MANAGEMENT

5.A. Cooperative Agreement Management

5.A.1. Description

5.A.1.1. The Cooperative Agreement Management function has six primary purposes:

provide dedicated, over-arching execution management of the entire agreement, coordinating execution among Police, Fire, Public Works, City support staff, and City contractors (including utility companies) providing support to this agreement.

- a. coordinate directly as one component of a three-part management team with both the local Navy Engineering Field Activity West (EFA West) representatives and City of San Francisco staff.
- b. provide resources for City general and administrative (G&A) costs incurred by the City in support of this agreement, including senior City management support, personnel administration, legal counsel, information systems support, contracting support, and financial management support.
- c. provide dedicated information system capability to construct and maintain a bridge from Navy controlled information to City controlled information.
- d. provide dedicated financial management capability to ensure all Caretaker costs that are allowable and allocable to this agreement are captured.
- e. provide dedicated management of plan and blueprint inventory, distribution, and copying of repository located in room 14A of Building 1.

5.A.2. Concept of Operations

5.A.2.1. The Caretaker shall provide a Cooperative Agreement (CA) Manager to lead and manage the City's efforts under this agreement. This CA manager shall coordinate directly with the Director of City of San Francisco Treasure Island Project Staff, the Director of Public Works, the Chief of Police, the Chief of Fire Department, and other City staff members. The CA Manager shall be the City's primary point of contact to the Navy on all matters related to this agreement.

5.A.2.2. The CA Manager shall participate in the development of the full range of functional management plans. The CA Manager shall ensure the functional management plans are carefully developed and submitted for Navy approval by the dates required.

5.A.2.3. The CA Manager shall maintain important data, records, maps, and drawings related to the closed Naval Station.

5.A.2.4. The Caretaker shall establish and maintain appropriate accounting records required to satisfy applicable Federal audit requirements and as backup information for invoices provided to the Navy for payment.

5.A.2.5. The CA Manager and staff shall work cooperatively with the Navy and City of San Francisco staff to develop integrated management processes to ensure effective and efficient use of resources.

5.A.3.2.6. Immediately upon resubmittal of the corrected copy of the Monthly Expenditure Report, the CSO OIC shall submit the invoice (Standard Form 1034 and Standard Form 1035A) to the Grants Administrator for payment.

5.A.3.2.7. Where Agreement cannot be reached between the parties with regards to the contents of the invoice, the disagreement will be noted and dispute remedied as stipulated under Article X of the Cooperative Agreement.

Copies of all documentation referenced above shall be filed in the CSO invoice verification file.

Functional Annex	Description	Index Code 210011 Budget
1	Public Safety (Police, Fire, Security, Emergency Medical)	\$0
2	Telephone Cable Maintenance	\$0
3	Grounds Maintenance	\$55,000.00
4	Building and Roads Maintenance Services	\$25,000.00
5	CA & Personal Property Management	\$0
6	Utility Services & Maintenance	\$65,000
	TOTAL	\$145,000

Index Code	Description	Budget
210009	Treasure Island Administration	\$
210016	Treasure Island Special Events	\$
210017	Yerba Buena Island Special Events	\$
210018	TI Film Studio & Commercials Rentals	-\$
210019	TI Film Permits	\$0
210020	YBI Film Permits	\$0
210021	TI Marina	\$
210022	TI Housing	\$0
210023	YBI Housing	\$0
210010	Federal OEA & EDA Grants	\$0
210011	TIDA/Navy Cooperative Agreement	\$145,000.00
210012	State of California Grants	\$0
	TOTAL	\$

Functional Annex	Annual Budget	Monthly Invoice
1-Public Safety	\$0.00	\$0.00
2-Telephone Cable Maintenance	\$0.00	\$0.00
3-Grounds Maintenance	\$55,000.00	\$4,583.33
4- Building and Roads Maintenance Services	\$25,000.00	\$2,083.33
5-CA & Personal Property Management	\$0.00	\$0.00
6-Utility Services	\$65,000.00	\$5,416.67
TOTAL	\$145,000.00	\$12,083.33

Technical Exhibit 1-1
Public Safety (Fire Protection and Emergency Services)
Documentation
RECORD KEEPING SERVICES

Records, documentation, recorded or documented instructions and record keeping systems: Fire department recorders, documentation, instructions, reference, training materials, and their systems will include but not be limited to:

- a) Fire prevention records, documentation, instructions, reference and training materials.
- b) Fire suppression records, documentation, instructions, reference and training materials.
- c) Hazardous materials records, documentation, instructions, reference and training materials.
- d) Emergency/Medical services records, documentation, instructions, reference and training materials.
- e) Fire alarm maintenance records, documentation, instructions, and reference materials.
- f) Fire Department communications equipment maintenance records, documentation, instructions, and reference materials.
- g) Water system maintenance records, instructions and reference materials.
- h) Vehicle maintenance records, instructions, and reference materials.
- i) Fire fighting equipment maintenance records, instructions, reference and training materials.
- j) Disaster preparedness records, documentation, instructions, reference and training materials.
- k) Training records and documentation.
- l) Response records and documentation.
- m) Utility back-up systems records, documentation, instructions, reference and training materials.
- n) Records, and documentation relating to construction, utilities, seismic studies, hazardous material abatement, remodeling and/or retrofitting, and layout.

Technical Exhibit 1-2
Public Safety (Police and Security Services)
Government Furnished Property

The following property of the Government shall be used by the Caretaker in the implementation of this function:

Provided under separate cover to TIDA, due to database size and format.

Technical Exhibit 1-3
Public Safety (Fire Department)
Government Furnished Property

The following property of the Government shall be used by the Caretaker in the implementation of this function:

Provided under separate cover to TIDA, due to database size and format.

Technical Exhibit 6-1
Utilities Services
Government Furnished Property/Equipment

The following property of the Government shall be used by the Caretaker in the implementation of this function:

Provided under separate cover to TIDA, due to database size and format.

Technical Exhibit 6-2
Electrical Power Services
List of Government Facilities

Provided under separate cover to TIDA, due to database size and format.

Technical Exhibit 6-2
Water Services
List of Government Facilities

Provided under separate cover to TIDA, due to database size and format.

Technical Exhibit 6-2
Sanitary Sewer Services
List of Government Facilities

Provided under separate cover to TIDA, due to database size and format.

Technical Exhibit 6-2
Natural Gas Services
Government Furnished Property and Equipment

Provided under separate cover to TIDA, due to database size and format.

Technical Exhibit 6-2
Storm Water Control Services
List of Government Facilities

Provided under separate cover to TIDA, due to database size and format.

natural gas, water, sanitary sewer, storm sewer and sewage treatment systems. The Caretaker will defray associated costs through revenue generated by charging uniform rates established by the Caretaker.

6.2.3.2 All storage and handling of materials and equipment necessary for utility maintenance shall be done in accordance with the Treasure Island Storm Water Pollution Prevention Plan.

6.2.3.3 The Technical Execution Plan (TEP) for this annex is attached and made part of this agreement. The Caretaker agrees to conform to the requirements and guidelines of the TEP that defines the extent of Caretaker responsibility for utilities operations as well as specific operating procedures.

6.2.4 **Purchase of Utility Commodities:** The Caretaker will be responsible for purchase of all electricity, natural gas and water consumed on TI and YBI and for purchase of electric power provided to the east water pump station serving the base. The Caretaker remains responsible per modification P00009 of this agreement, and agrees to make payment for back-up electrical power delivered to Treasure Island under Navy contract during fiscal year 1999. Payment will be made by the Caretaker directly to the Pacific Gas and Electric Co. upon submission of invoices by that company to the Navy.

6.2.5 **Recovering Funds for Consumption by the Navy:** Consumption for which the Navy is responsible have been determined through estimates mutually agreed upon by the Navy and the Caretaker. Estimated Navy consumption is itemized in figure 6-1. Total annual charges will not exceed \$48,139.92 annually or \$4,011.66 per month.

6.2.5. System Extension and Provision of New Service

6.2.5.1. **New Services Requested by the Navy and other Federal Users:** Subject to the availability of funds for such purpose, the Caretaker will provide any extension or alteration of systems along with any metering or service connections requested by the Navy or as concurred to by the Navy for other Federal users on the base. The Caretaker will recover costs for such work for other Federal users directly from the *benefiting* agency. Costs incurred for any such work requested by and executed for the Navy will be reimbursed via the provisions of this agreement or by amendment of this agreement as may be required.

6.2.5.2. **New Services Required by Lessees or Licensees:** The Caretaker may also provide system extensions and alterations along with metering and service connections required to fully and exclusively meter use of water, electricity and natural gas within any premises which may be under license or lease from the Navy during the term of this agreement. Costs for any such work will be recovered by the Caretaker directly from the benefiting Lessee or Licensee and will not be charged to the Navy.

TECHNICAL EXECUTION PLAN UTILITIES MANAGEMENT

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3.2 Sanitary Sewer System: Facilities which are operated and maintained by the Caretaker consist of the existing sanitary sewer collection and pumping facilities at NAVSTA TI/YBI, including:

3.2.1 Waste water treatment plant including all facilities within the perimeter fence of the plant and including all piping and appurtenant facilities to the point of discharge to San Francisco Bay.

3.2.2 Waste water-pumping stations

3.2.3 Mainline sewers

3.2.4 Forced mains

3.2.5 Collection and service sewers to the limit of lease holding for leased facilities.

3.2.6 For buildings and facilities which are not leased or otherwise occupied, or which are in use by the Navy or Navy Customers; Collection and service sewers to either [a] the last cleanout upstream of the mainline sewer along the service to the building or facility, or [b] a point five (5) feet from the foundation of the building or facility.

3.3 Storm Water System: Facilities which are operated and maintained by the Caretaker consist of the existing storm water collection and discharge facilities at NAVSTA TI/YBI, including:

3.3.1 Storm water collections system from the transition structure of surface flow entering the below surface piping (including drop inlets and other collection structures). Surface and street flows are not included.

3.3.2 Storm water-pumping stations

3.3.3 Storm water outfalls

3.4 Natural Gas System: Natural gas is delivered to NAVSTA TI/YBI by a supply line owned by the Pacific Gas and Electric Co. (PG&E). PG&E also owns and operates the main meters and pressure reducing stations at the point of delivery. The responsibility of the Caretaker is for all facilities downstream of PG&E facilities including:

3.4.1 Supply and delivery pipeline downstream of the main meter and pressure reduction station located on NAVSTA TI/YBI.

3.4.2 Supply lines to and including that last valve or corporation stop leading to all leased, non-leased, occupied or non-occupied buildings and facilities.

3.5 Electrical Distribution System: Facilities that are operated and maintained by the Caretaker consist of the existing transformation and distribution facilities at NAVSTA TI/YBI, including:

3.5.1 The entire high voltage transmission line serving Treasure Island originating at the point of connection to the breakers at the Port of Oakland's Davis Substation at Point Arnold including overhead and underground elements of the line located on the Fleet and Industrial Supply Center and the Oakland Army Base, the underground element extending from the Oakland Army Base including the junction with

6.1 Origin and Reception of Trouble Calls: Trouble calls may be initiated by any customer. The operator at the Caretaker reception desk will, in turn, direct calls requiring response that falls within the scope of the CA to the appropriate Caretaker department or subcontractor. Those requests that do not fall within the responsibility of the CA shall be returned to the initiator with appropriate reason.

6.2 Caretaker Points of Contact: In addition to the telephone number of the Caretaker trouble reception desk, the Caretaker shall provide to the Navy Caretaker Site Office an up to date list of telephone numbers for primary Caretaker managers responsible for utilities operations at NAVSTA TI/YBI. This list (see Caretaker Contacts, Table 6-1) includes persons at each level of Caretaker management and will be used by the Navy in the circumstances listed below. Individuals on the list will be called in the order listed until contact is made and the requisite responsibility accepted. The Caretaker Contact List will be used when:

- [1] Contact cannot be made with the Caretaker trouble reception desk
- [2] In cases of emergency
- [3] In cases in which responses to trouble calls do not occur within a reasonable time (see response targets of Table 6-2).

Note: Appendix "A" provides operational procedures for Trouble Calls and Emergency response in addition to key points of contact - both Caretaker and Navy.

Table 6-1 Caretaker CONTACTS For Trouble Call and Emergency Response			
	Name	Title	Number
1	Charles Swanson	Utilities Manager	(W) 415-274-0333 (H) 510-235-7509 (Pager) 415-201-8452
2	Bob Mahoney	Facilities Manager	(W) 415-274-0662 (H) 415-982-4520 Nextel: 850-9696
3	Mario Cuaresma	Senior Stationary Engineer	(W) 415-274-0387 Pager 415-303-0183
AFTER HOURS			
GENERAL EMERGENCY NUMBER: (San Francisco City Distribution Division)			415-550-4956

TABLE 6-2
Labor Hour and Response Targets

Type of action	TEP paragraph	Urgency and response targets	
		Routine, note [1] RegHours / AfterHours	Emergency, note [2] RegHours / AfterHours
minor, unscheduled repairs	5.0	8hr / NA	4hr / 4hr
major repair work	5.0	8hr / NA	4hr / 4hr

NOTES: [1] Response required during normal working hours only
 [2] Response required 24 hrs / day, seven days / week
 [3] N/A - No After Hour

7.0 Emergency Response

7.1 Emergency Requirements

7.1.1 Definition: Trouble calls to the Caretaker will be designated as EMERGENCY requirements where it has been determined or is suspected that immediate action is required to eliminate a threat to human health, the environment, to protect property or to avoid disruption of essential operations. Situations satisfying these criteria may also be observed directly by Caretaker personnel or may be reported to the Caretaker by means other than the normal trouble reception protocol described here. Emergency calls shall be directed to the Caretaker trouble call reception desk at 415-274-0333 or after hours San Francisco City Distribution Division 415-550-4956.

7.1.2 Reporting: Direct reporting to the Navy is not required during an event, however, the Caretaker will provide the Navy with a written summary of any "significant event" (major personal injury or death, major property damage, "large" fires for example) that has occurred at TI/YBI.

8.0 System Extension, Provision of New Service

8.1 New Services Requested by the Navy and other Federal Users: Subject to the availability of funds for such purpose, the Caretaker will provide any extension or alteration of systems along with any metering or service connections requested by the Navy or as concurred to by the Navy for other Federal users on the base. The Caretaker will recover costs for such work for other Federal users directly from the other Federal users. Costs incurred for any such work requested by and executed for the Navy will be reimbursed via the provisions of this agreement or by amendment of this agreement as may be required

- Proposed start and completion dates and times.

11.1.2 Coordination by Navy: Navy representative will coordinate the outage request for Navy managed facilities. The Caretaker will coordinate the outage all non-Navy and any affected utilities customers.

11.1.3 Planned Outages: The Caretaker will execute the outage at the agreed upon time. Authorization from the Navy is not required

11.1.4 Disapproved or Cancelled Outages: In cases in which the outage cannot be executed, the Caretaker will revisit all impacted customers and advise them of cancellation or revised outage schedule and why it was necessary.

11.2 Unscheduled Outages: The Caretaker will take immediate action to restore service. Authority from the Navy is not required. An "information-only" notice to the Navy representative is required after the event (verbal or written ok).

12.0 Excavation Management

12.1 Scheduled Excavations: The Caretaker will serve as the initial point of contact for all parties seeking to perform excavations at TI/YBI and will implement procedures to assure that no excavation is permitted without advance clearance with regard to underground utilities (see Annex 6, TEP paragraph 13.0) and from the designated Navy representative for environmental conditions. The following procedure will be used by the Caretaker to obtain Navy concurrence for any excavation not resulting from an emergency or unplanned system failure:

12.1.1 Excavation Process: The Caretaker shall retain established Underground Service Alert (USA) membership for the area encompassing TI/YBI and shall be the initial point of contact for all excavation activities within said region. The Caretaker will locate and, within 48 hours of notification, clearly mark all utilities in the vicinity of proposed excavation prior to start.

12.1.2 Excavation Coordination/Navy Concurrence: Where necessary, the Caretaker will refer excavation requests to the designated Navy representative to ensure environmental conditions of soil in and around the area of the planned excavation site can be conveyed to all parties so that they may plan accordingly.

12.1.3 "Approved" Excavation Requests: In cases in which the excavation plan is acceptable as proposed, the Navy will immediately inform the Caretaker of its concurrence and will provide the Caretaker with any special requirements which may be imposed by the Navy. The Caretaker will then perform the excavation or permit the excavation to be performed by the original requestor at the agreed upon time and in accordance with any special requirements which may be imposed by the Navy.

12.1.4 "Disapproved" Excavation Requests: In cases in which the excavation notification or request cannot be concurred to for environmentally related reason(s), the Navy will propose alternatives in writing to the Caretaker for coordination.

13.0 Marking Utilities Locations:

Table 15-1

ENVIRONMENTAL PERMITS FOR WHICH THE CARETAKER WILL PERFORM
MONITORING AND REPORTING

<u>Item</u>	<u>Permit Type</u>	<u>Issuing Agency</u>	<u>Permit Number</u>	<u>Monitoring Required</u>	<u>Reporting Required</u>
001	NPDES permit for waste water treatment plant	California Regional Water Quality Control Board	CA0110116	Yes	Yes
002	Domestic Water Supply Permit	California Health and Welfare Agency	System No. 3810702	Yes	Yes
003	Permit to Operate all Air Emissions Sources	Bay Area Air Quality Management District	Plant #479	Yes	Yes
004	NPDES permit for storm water discharge	California Regional Water Quality Control Board	CAS000001 Order No.97-03-DWQ Facility WDID No. 238S012140	Yes	Yes

16.0 Responding to Environmental Hazards

16.1 Definition: Environmental hazards, for the purpose of this discussion, are defined as spills or releases of hazardous substances to the soil which pose potential hazards to Caretaker personnel attempting to perform utility systems maintenance or repair or which may pose a threat to human health in general or to the environment. This definition does not include hazardous materials that may be part of utility system equipment or facilities near utility system equipment such as lead or asbestos insulation or lead based paint.

Appendix A

**UTILITIES TROUBLE/EMERGENCY CALL REPORTING PROCEDURES
AND
IMPORTANT CARETAKER/NAVY CALL LIST**

GENERAL EMERGENCY NUMBER: (415)-550-4956, San Francisco City Distribution Division (CDD).

Normal Work Day: Routine service calls will be directed to the Caretakers Service Desk for Utility Services @ (415)-274-0333, or page at (415)-201-8452.

1. CDD will receive call, assign a Trouble Call Number (TC#) and record information in TI book.
2. CDD will dispatch trouble call to appropriate unit:
 - a. Water Problems – to on call team
 - b. Sewer Problems – (415)-648-6882
 - c. Electrical Problems – (209)-989-2099
 - d. Natural Gas Problems – call PUC “natural gas” plumbers, NOT PG&E
3. CDD will notify, in the order below, the following individuals for emergencies involving environmental issues, broken water mains, downed electric lines, loss of electric power to an area, any sewer overflow/spill, fire, or other emergency involving personal injury or significant property damage:
 - a. Charles Swanson (SF TI Utilities Manager) home: (510)-235-7509; pager (415)-201-8452; Nextel:
 - b. Robert Mahoney (SF Facilities Manager) home: (415)-274-0662; Nextel: (415)-850-9696
 - c. LCDR Mike Gough (US Navy) home: (415)-845-4392; pager: (415)-313-8194; Nextel: (650)-333-4020
 - d. If directed, or unable to contact those above, additional notifications for specific problems are (contact the following):
 - (1) Civil Disturbance, Traffic or Fire – SF Police @ 911

Glossary of Terms and Abbreviations

Term/abbreviation	Full term	Definition
	Francisco Bay	and operator of utility systems on BRAC bases. The command was disestablished under the BRAC initiative on 26 Sept 1997.
PG&E	Pacific Gas and Electric Company	Local for-profit gas and electric utility provider.
Utilities PM	Utilities Project Manager	Individual assigned to utilities project management.
sublessee, sublicensee		Holder of a sublease or sublicense for use of facilities at NAVSTA TI/YBI.

UNITED STATES NAVY
NAVAL FACILITIES ENGINEERING COMMAND
WASHINGTON NAVY YARD
1322 PATTERSON AVENUE SE, SUITE 1000
WASHINGTON, DC 20374-5065

COOPERATIVE AGREEMENT
NO. N62474-97-2-0003
MODIFICATION P00011

COOPERATIVE AGREEMENT

GRANTEE: CITY AND COUNTY OF SAN FRANCISCO
TREASURE ISLAND DEVELOPMENT AUTHORITY
410 PALM AVE., BLDG 1, ROOM 237
TREASURE ISLAND, SAN FRANCISCO, CA 94130

AUTHORITY: Section 2905(a)(1)(B) of Public Law 101-510

COOPERATIVE AGREEMENT MODIFICATION:

The purpose of this modification, in accordance with Section 701 of the General Provisions, is to extend the Cooperative Agreement for FY2001 from 01 January 2001 to 30 September 2001 in accordance with Section 701 of the basic agreement.

As mutually agreed herein, by both parties, the costs of extended caretaker services shall be borne exclusively of and by the caretaker, maintaining the closed Naval Station Treasure Island in accordance with minimal caretaker levels meeting health and safety standards.

The agreement will remain subject to the terms and conditions as follows:

1. The general provisions, terms and conditions of the basic cooperative agreement remain unchanged.
2. Delete Functional Annexes (Annexes 3, 4 and 6), Table of Contents and Consolidated Cost Estimate, from Modification P00008 in their entirety.
3. Insert the Table of Contents, Functional Annexes (Annexes 3, 4 and 6) with their associated Technical Execution Plans, Consolidated Cost Estimate and Detailed Cost Summaries, as incorporated herein into the Cooperative Agreement.
4. Correct previously issued Modification P0009 to read P00010.

As a result of this Modification, the total amount of the Cooperative Agreement is increased by \$145,000.00 from \$12,558,213.00 to \$12,703,213.00.

PAYMENT WILL BE MADE BY: DFAS San Diego.

BS 1797XXXX0510 KQ00 0252 38111 0 068732 2A 000000 BS000R025819 \$145,000.00

For the CITY AND COUNTY
OF SAN FRANCISCO
TREASURE ISLAND
DEVELOPMENT
AUTHORITY as Caretaker:

By: _____
MAYOR

For the U.S. Navy

By: _____
ROBERT BOYER
Grants Officer

CLERK OF BOARD OF SUPERVISORS

ANNEMARIE CONROY
Treasure Island Development Authority Executive Director

APPROVED AS TO FORM:
LOUISE H. RENNE, City Attorney

By: _____
DEPUTY CITY ATTORNEY

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SECTION I

REQUIREMENTS STATEMENT

LOCATION

This agreement concerns the operations, maintenance and protection of the closed Naval Station (NS) Treasure Island. NS Treasure Island closed operationally at the end of September 1997. The term "closed Naval Station Treasure Island" refers to those areas and facilities that have not been transferred to the United States Department of Labor, United States Coast Guard, or leased to the Caretaker.

The operation and maintenance of Navy facilities that are licensed or leased to the City of San Francisco are excluded from this agreement.

GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND MATERIAL

Government Furnished Property, Equipment and Material (GFP/GFE/GFM) is property, equipment, or material that is provided to the Caretaker to reduce the cost of this agreement or to assist the Caretaker in start-up. GFP/GFE/GFM held by the Caretaker continues to be owned by the Navy until consumed or returned. The Caretaker is responsible to provide proper care, maintenance, and security of GF P/GFE/GFM. Property, equipment, and material purchased by the Caretaker and reimbursed by the Navy is considered GFP/GFE/GFM.

ORGANIZATION

The agreement is divided into six (6) functional annexes. For ease of reading, each annex follows a standard format that is briefly described below.

1. Description

This paragraph generally defines the scope of services to be provided under the agreement.

2. Concept of Operations

This paragraph provides additional descriptions of the services, and operations and maintenance functions that are included in the annex. Standards for the services and functions are those of the service provider.

3. Technical Execution Plans (TEPs)

There is a Technical Execution Plan (TEP) appended to each annex within this document. Prior to this modification, the TEP(s) were separate documents. The TEPs are being appended to each of the functional annexes so that the result will be a fully integrated and self-contained document that is an integral part of this agreement. The OIC, Caretaker Site Office, will use these plans when developing the Navy quality assurance program.

The TEPs are management tools for both the City and the Navy. The TEPs form the technical basis for reimbursement by the Navy to the City for the work performed by the City in the process of assuming the ownership and management of Treasure Island. The City's budgets in Section III will track to the objectives of the TEPs.

The TEPs identify the method by which the Caretaker will keep the CSO informed as to job status, progress, backlog, scheduled completion dates, and work execution plans. They include a methodology for tracking and documenting reductions in workload and allowable cooperative agreement expenditures associated with leasing, licensing, or transfer of properties to the City of San Francisco or other entity.

The Caretaker will advise the Grants Administrator and the OIC, Caretaker Site Office, of significant changes to the plan.

4. Government Furnished Property/Equipment

This section, located in Functional Annex 5, refers to a list of government property and equipment that the Navy shall provide to the Caretaker for performing CA services and functions.

5. Section III, Consolidated Cost Estimate and Detailed Budget Summaries

This section contains consolidated cost estimates for the full term of the Cooperative Agreement. Costs may be reallocated among annexes with prior approval of the Navy Grants Administrator. Reallocations must occur within the term of the agreement, be within the original Cooperative Agreement scope, and not exceed the total estimated cost agreed upon in this modification for the total of all the annexes.

6. Allowability of Indirect Expenses

Article V Costs, Section 502, Advance Agreements on the Allowability of Costs, Part B of the basic cooperative agreement states "indirect costs, as such costs are defined in OMB Circular A-87, shall be unallowable". This does not mean that all indirect expenses are unallowable but that the allowability of indirect expenses will be governed by OMB Circular A-87.

TERMS AND ACRONYMS

Several terms and acronyms frequently appear in the text of the functional annexes. A list brief of these terms and acronyms follows:

Caretaker	The City of San Francisco
CA	Cooperative Agreement
CSO	The Navy Caretaker Site Office located at the closed Naval Station Treasure Island.
GFP/GFE	Government Furnished Property/Government Furnished Equipment
NS	Naval Station
SOP	Standard Operating Procedure
TIDA	Treasure Island Development Authority or Authority.
TI	Treasure Island
YBI	Yerba Buena Island

The term "closed Naval Station Treasure Island" refers to those areas and facilities that have not been transferred to the United States Department of Labor, United States Coast Guard, or leased to the Caretaker.

SECTION II

FUNCTIONAL ANNEXES

FUNCTIONAL ANNEX 1

POLICE, SECURITY, FIRE, AND EMERGENCY MEDICAL SERVICES

PART 1

LAW ENFORCEMENT SERVICES

1.1. Description

1.1.1. The Law Enforcement Services in this agreement is the same or similar to services provided by the City of San Francisco Police Department for public protection and handling of criminal offenses. Services apply to the closed Naval Station. These services include law enforcement under the jurisdiction of the court system of the County of San Francisco and the State of California. They also include police services and animal control services, as currently practiced by the City of San Francisco.

1.2. Concept of Operations

The Caretaker shall provide police services to the closed Naval Station Treasure Island in accordance with established standards of the City of San Francisco.

The Caretaker shall provide a response to all emergency and non-emergency calls for service, traffic enforcement, animal control services and other services normally provided by the San Francisco Police Department to the population of the City of San Francisco.

PART 1.A

SECURITY SERVICES

1.A.1. Description

1.A.1.1. Security services for the closed Naval Station (NS) Treasure Island includes management, supervision, and work execution required to protect government property (facilities and personal property) and control access to the Navy owned property.

1.A.2. Concept of Operations

1.A.2.1. The Caretaker, shall provide security services as described below.

1.A.2.2. The Caretaker shall establish 24-hour security patrols ~~to~~ for the former NS Treasure Island to control access and deter unauthorized entry to or removal of Navy-owned property.

1.A.2.3. All security personnel shall wear uniforms distinguishing them as part of an official security workforce. Security vehicles shall also have distinguishing security markings.

1.A.2.4. Security personnel shall have full-time radio communication capability with each other and with the San Francisco Police Department. Security personnel shall immediately call for a Police response if they detect any indication of a crime being committed or committed previously.

1.A.2.5. Security personnel are not authorized to carry firearms.

1.A.2.6. The Caretaker shall provide all supplies and equipment necessary to perform the security service.

PART 1.B

FIRE PROTECTION/SUPPRESSION AND EMERGENCY RESPONSE SERVICES

1.B.1. Description

The Fire Protection/Suppression and Emergency Response Services, hereinafter called the "Fire Protection", includes services which involve the operation of a fire reporting communications center, fire operations, fire prevention inspections, rescue, hazardous materials first responder, emergency medical first responder, and ambulance service. Maintenance of the fire protection facilities shall be accomplished under the Building Maintenance Services Annex (Annex 4) to this agreement.

1.B.2. Concept of Operations

The Caretaker shall provide Fire Protection services to the closed Naval Station Treasure Island in accordance with established standards of the City of San Francisco.

The Caretaker and the Navy shall work cooperatively to minimize/eliminate operations and maintenance costs for Fire Protection services for those areas of the closed NS that have limited or no reuse potential.

The Caretaker shall conduct fire inspections in all Caretaker Facility Maintenance Level I, II, III, and IV facilities. The term "Levels" refers to standards established by the Navy for Caretaker Levels as described in CNO letter Ser N444B dated 6 Oct 1994 located in the CSO's office.

The Caretaker shall conduct periodic visual inspections of fire alarm systems and fire protection systems (which include automatic sprinkler systems, standpipe systems, and other extinguishing systems). Routine inspections shall be performed on operational systems. Systems that have not been certified or are presently out-of-service or lacking proper maintenance or repair shall remain out of service or shall be placed in an out-of-service status by the Caretaker. Engineered fixed extinguishing systems shall be placed in an out-of-service status in all vacant buildings.

The Caretaker shall respond to release of hazardous materials for Naval Station property, and provide initial clean-up of such releases, except for releases due to Navy operations. Hazardous materials response shall include a response to spills which affect the surrounding bay waters directly or via the storm drain system.

The Caretaker shall incorporate the closed NS into the City of San Francisco's disaster preparedness and emergency management programs.

The Caretaker shall maintain maps, records, and drawings related to the Fire Protection function as listed in Technical Exhibit 1-1. All records and maps shall be available to the Navy upon request.

The Caretaker shall attend meetings involving all major changes to the infrastructure, building occupancy and use, demolition of structures, and planned public events that impact safe occupancy limits.

**TECHNICAL EXECUTION PLAN
FOR
ANNEX 1
PUBLIC SAFETY**

1. The missions of the San Francisco Police and Fire Departments, with regards to operations on Treasure Island and Yerba Buena Island (TI/YBI) are:

- a. To safeguard the well being of residents, employees and visitors to TI/YBI.
- b. To protect and insure the security of property and buildings located on TI/YBI.
- c. To interact and liaison with other local and federal government agencies located on the islands.
- d. To assist and coordinate efforts to maintain front gate security and prevent fires on TI/YBI.
- e. To proactively meet with residents and employees of the Islands and to engage in partnership and dialogue which will form the basis of future community problem solving efforts.
- f. To protect the lives and property on TI/YBI from fire, natural disasters, hazardous materials incidents.
- g. To save lives by providing emergency medical services.
- h. To prevent fires through prevention and education programs.

Assignment of Responsibility:

Police Department: Overall, responsibility for staffing and policing of the Islands will remain with the San Francisco Police Department, Treasure Island Station. Overall, operational command of police services will be the responsibility of Captain Rich Cairns.

Fire Department: Overall, responsibility for staffing and policy in regards to the Islands will remain with the Chief of the Fire Department or their designee. Overall, operational command will be the responsibility of the Chief of the Fire Department or his designee.

Staffing and Tours of Duty:

Police Department: Police staffing of the Islands will be on a continual 24-hour, seven-day a week basis. Deployment will be as follows:

Day Watch (0600-1600): One Captain, One Sergeant, Two Patrol Officers, and One Light Duty Station Officer.

Swing Watch (1400-2400): Two Patrol Officers.

Midnight Watch (2100-0700): Two Patrol Officers.

Supervision: Units assigned to the Islands shall be under the supervision of their respective unit supervisors. Supervisors shall remain available to respond to TI and YBI as needed. Supervisors will make periodic visits to their personnel on the Islands as part of their regular supervisory responsibilities.

Fire Department: Fire Department staffing of the Islands will be on a continual 24-hour, seven-day a week basis.

Deployment is as follows: Total Fire Department personnel assigned to the Islands currently consists of One Captain, six Lieutenants and 20 Fire Fighters. In addition, the Battalion Chief of District 03 and his aide have temporarily relocated their headquarters to Treasure Island Fire Station until further orders from

the Chief of the Department. Their staffing consists of 3 Battalion Chiefs and 3 Chief's Aides. Current daily staffing consists of 2 Officers and 4 Firefighters. They work on a 24-hour shift from 0800 to 0800. Additionally, Basic Life Support (BLS) Ambulance service has been established during 1999. Although a Battalion Chief and Chief's Aide are currently quartered at Treasure Island, they are not exclusively dedicated to the Islands. They are still responsible for their district in San Francisco that includes the Bay Bridge, Treasure Island and Yerba Buena Island. The above cited staffing levels shall be maintained, subject to the continued provision of necessary funding to support the staffing. However, minimum levels required for any San Francisco community will be maintained.

In addition to the current Fire Department staff on TI, in the case of an incident, the incident commander will have available to them any and all units of the San Francisco Fire Department including: the Fire Boat, Hazardous Materials Unit, Pollution Control Unit, Heavy Rescue Squads, Cliff Rescue, Water Rescue, Emergency Medical Service, etc. The department anticipates the assignment of one paramedic to the Islands on each watch in exchange for one firefighter on each watch in early to mid 2000.

Duties of Department:

Police Department: Upon arrival at TI/YBI, officers will meet with the off-going watch to exchange any pertinent information. Officers shall check the incident/information clipboard at the station prior to commencing patrol. Officers are responsible for the security of Island property, residents, and visitors. This entails the diligent investigation and documentation of any suspicious incidents, persons, vehicles, etc. that they encounter during their tour of duty. All incidents will be documented on incident reports, memoranda, or field interrogation cards, as appropriate. Officers will be responsible for conducting diligent patrol of the Islands unless they are engaged in investigations or report preparation at the Station. Officers will maintain a cooperative liaison with Treasure Island gate security, and respond promptly to any of their calls for assistance or back up. Officers will coordinate with the San Francisco Department of Animal Care and Control as required. Copies of all incident reports and memoranda will be maintained at the TI Station for informational purposes. Police personnel will maintain their presence on the Islands at all times. During the midnight watch, units may leave the Islands only for exigent circumstances, and with the permission of the supervisor.

Fire Department: The duties of the Fire Department will be to respond to structural fires, auto fires, trash fires, grass fires, vessel fires, medical emergencies, hazardous materials incidents, cliff rescues, water rescues, investigation of building alarms, and other emergencies on TI/YBI and the San Francisco Bay Bridge. Inspection and fire prevention programs will be administered by the Department's Bureau of Fire Prevention.

Points of Contact:

Police Department:

Commander Portoni	553-1527
Captain Cairns	984-0642 pager: 998-8487
Sergeant McCloskey	984-0645 pager: 804-5349
Officer Clyburn	984-0645
Officer Achim	
Officer Schlink	
Officer Gaan	
Officer Kosewic	
Officer Marchand	
Officer Barker	
Officer Fox	

**Officer Frenkel
Points of Contact:**

**Fire Department:
Emergency Number
Division 1
Firehouse Business**

**911
558-3501 or 558-3213
558-3248**

FUNCTIONAL ANNEX 2

TELEPHONE CABLE MAINTENANCE SERVICES

2.1. Description

2.1.1. The telephone cable system for the closed Naval Station (NS) Treasure Island consists of all existing cables, conduits, connections, and terminals located throughout the base with the exception of cable plant, conduit and related infrastructure which is owned by the local service provider (providing service to housing and lodging facilities). The system is located primarily underground running through utility ducts accessible through manholes. Termination boards are located in building structures. The main termination board is located in Building 1.

2.2. Concept of Operations

2.2.1. Lease of the Telephone Cable System to the Treasure Island Development Authority: The Navy owned utility infrastructure serving former Naval Station Treasure Island, including the telephone cable system, may, subject to the prior approval of the Authority and the San Francisco Board of Supervisors, be leased to the Authority. In that event, the continued operation of the telephone cable system by the Caretaker would be subject to the provisions of that lease. Accordingly, provision of this Agreement pertaining to maintenance of the telephone cable system would be void upon execution of such a lease.

2.2.2 Operations Under This Agreement Prior to Leasing

2.2.2.1 The Caretaker, will maintain the telephone cable system in an operable condition.

2.2.2.2 The Caretaker and the Navy will work cooperatively to minimize/eliminate maintenance costs for the system that serves those areas of the closed NS with limited or no reuse potential.

2.2.2.3 The Caretaker shall conduct system maintenance and repairs necessary to provide a safe, operational telephone cable system. The Caretaker and the Navy will work cooperatively, using sound engineering judgment, to identify optimum corrective solutions for system deficiencies.

2.2.2.4 The Navy will provide a full set of maps and drawings related to the telephone system to the Caretaker. Subsequently, the Caretaker will maintain such maps and drawings and will make them available to the Navy, upon request, to provide documentation in support of system conveyance.

2.2.2.5 The Caretaker will normally provide the Navy Caretaker Site Office with a minimum of 1-week notification of scheduled service outages.

**TECHICAL EXECUTION PLAN
FOR
ANNEX 2
TELEPHONE SERVICES**

1. The following procedure is to be used by City Departments on Treasure Island/Yerba Buena Island (TI/YBI) when reporting trouble with telephone services:

- a. The Department will call (415) 550-2747 Department of Telecommunications and Information Services (DTIS) Dispatcher and report the trouble, giving as much detail as possible.
- b. DTIS Dispatcher will open a trouble ticket with Pacific Bell or dispatch a DTIS Technician to the site.
- c. Pacific Bell will close the ticket with the DTIS Dispatcher or report that the service is good to the Main Point of Entry (MPOE).
- d. Lucent Technologies will clear the trouble with the Dispatcher.

2. The following procedures will be used by non-City Entities on TI/YBI when reporting trouble with their telephone services:

- a. Client will follow their internal trouble reporting procedures.
- b. If Pacific Bell determines that the service is good to the MPOE, and a problem still exists, then Pacific Bell will contact the DTIS Dispatcher at (415)550-2747.
- c. DTIS Dispatcher will contact Lucent Technologies and open a trouble ticket for cable troubleshooting.
- d. Lucent Technologies will clear the trouble with the Dispatcher. Any charges for repairs will be passed along to the client.

3. Preventative Maintenance of cable trunks and switch gear shall be per the Cooperative Agreement. Any outstanding repairs shall be reported weekly during the Navy/City meeting.

FUNCTIONAL ANNEX 3

GROUNDS MAINTENANCE SERVICES

3.1. Description

3.1.1. Grounds maintenance services for the closed Naval Station (NS) Treasure Island includes management, supervision, and work execution required to provide caretaker level maintenance and repair to improved grounds. The grounds maintenance function includes grass cutting, irrigation, weed control, tree trimming and removal, litter control, perimeter fence repairs, roadways, and culvert cleaning.

3.1.2. Grounds maintenance services include coverage of the entire closed NS. Grounds maintenance services shall not be provided for areas under control of the USCG, DOL, and leased or licensed property to the Caretaker.

3.2. Concept of Operations

The Caretaker shall perform grounds maintenance work to all areas on closed Naval Station Treasure Island that have not been transferred to the Department of Labor or the United States Coast Guard, and have not been leased to the Caretaker. Grounds maintenance shall be performed to two standards:

Level 2 Services

Turf Grass Mowing and Associated Cleanup: Turf areas shall be mowed an average of two times per month. Turf grass height shall be maintained between 2 inches and 4 inches at all times. Prior to mowing, all trash, papers, and other debris shall be removed from turf areas. Surface imperfections such as gopher mounds shall be leveled out. All edges along curbs, sidewalks, roadways, and other paved areas, and around light poles, hydrants, light guards, and signs shall be trimmed once per month. Tree wells shall be maintained around all trees and large shrubs growing in lawn and turf areas. All clippings shall be cleared from walkways, roadways, and other paved areas.

Trees and Shrubs: All trees and shrubs shall be pruned to provide safe passage, maintain a healthy and pleasing appearance, and prevent interference with pedestrians and vehicular traffic. Trees and shrubs shall be treated as necessary to prevent disease, fungus, and insect damage. Shrub beds shall be kept free of weeds, debris, sucker growth, and dead plant material.

Irrigation: Minimum irrigation shall be performed in a manner that promotes good appearance of landscaped areas. Irrigation shall include the watering of lawns, shrubs, trees, ground cover and containerized plants. Caretaker shall provide back-flow prevention devices approved by the San Francisco Department of Public Works on all hoses that are used for watering and all connections made to fire hydrants.

Weed control in Paved Areas: Weeds shall be removed from all asphalt and other paved areas. Herbicides shall be applied to prevent re-growth.

Policing, Debris Removal, and Storm Damage Cleanup: All maintenance areas shall be policed at least twice per month to remove debris, leaves, paper, dead limbs, bark, pine needles, etc. Debris, silt, and vegetation shall be removed from gutters, curb inlets, and gratings. Debris from storms shall be removed as soon as possible.

Playground, Sandboxes, Ball Fields, and Tennis Courts: Playgrounds, sandboxes, ball fields, and tennis courts shall be kept free of weeds and debris. Sandboxes shall be raked once a week to remove foreign objects.

Level 3 Services

Mowing and Associated Cleanup: Grass and weeds shall be cut 12 times per year. Prior to mowing, all trash and debris, including leaves, paper and other objects within the maintenance area shall be removed. Grass/weeds shall be maintained at a uniform height of not less than 2 inches and not more than 5 inches.

Trees and Shrubs: All trees and shrubs shall be pruned as required to encourage proper health and to maintain a pleasing appearance. Any extensive pruning or "cut back" shall be accomplished in the winter or during the dormant season. Ivy and ground cover shall be kept a minimum of eight inches (8") from shrubs and trees. Shrub beds shall be kept free of weeds, debris, sucker growth, and dead plant material.

Weed Control in Paved Areas: Weed shall be removed from all asphalt and other paved areas four times per year. Herbicides shall be applied to prevent re-growth.

Policing, Debris Removal, and Storm Damage Cleanup: All maintenance areas shall be policed at least twice per month to remove debris, leaves, paper, dead limbs, bark, pine needles, etc. Debris, silt, and vegetation shall be removed from gutters, curb inlets, and gratings. Debris from storms shall be removed as soon as possible.

Playground, Sandboxes, Ball Fields, and Tennis Courts: Playgrounds, sandboxes, ball fields, and tennis courts shall be kept free of weeds and debris. Sandboxes shall be raked once a week to remove foreign objects.

Irrigation: Level 3 areas shall not include any irrigation.

3.2.2. The Caretaker shall provide a Facility Manager who shall manage all functions related to Grounds Maintenance.

3.2.3. The Caretaker shall provide Facility Inspectors who shall execute the facility inspection program in conjunction with the Navy CSO staff. The Facility Inspectors shall work directly for the Facility Manager.

3.2.4. The Caretaker and the Navy shall work cooperatively to minimize/eliminate operations and maintenance costs for grounds which have limited or no reuse potential.

3.2.5. The Caretaker shall provide all supplies and equipment necessary to perform the grounds maintenance service, except as indicated in 3.4 below.

3.2.6. The Caretaker execution workforce shall occupy and use the City Department of Public Works spaces in Public Works Department spaces in Building 325 as a local shop and storage space.

**TECHICAL EXECUTION PLAN
FOR
ANNEX 3
GROUNDS MAINTENANCE**

1. Per the contract between TIDA and Rubicon Enterprises, dated March 1999, the grounds maintenance of the Islands will be maintained in an appropriate manner. The monthly invoice for these services, under the requirements of the Cooperative Agreement, will be per Annex 5, Financial Management.
2. The Caretaker Site Office Treasure Island holds a copy of the contract, for historical and quality assurance purposes.

FUNCTIONAL ANNEX 4

BUILDING AND ROADS MAINTENANCE SERVICES

PART 1: BUILDING MAINTENANCE

4.1. Description

4.1.1. Building Maintenance Services for the closed Naval Station (NS) Treasure Island includes management, supervision, and work execution required to provide caretaker level maintenance and repair to Navy owned buildings and structures which are vacant and laid-away pending reuse. The number of facilities covered by this agreement shall decrease as buildings and land parcels are leased to the City of San Francisco for reuse. All building systems are covered by this annex, including structural systems, electrical systems, mechanical systems, roofing systems, fire suppression/alarm systems, and installed related equipment, such as elevators and hoists. Pest control within buildings is also included in this annex. The level of maintenance effort for any particular building shall be in accordance with Navy policy on facilities in layaway status (provided separately from this agreement) and the designated "caretaker level" assigned by the Navy CSO in coordination with the City of San Francisco related to reuse potential. In general, maintenance work shall be performed to a level that limits deterioration by providing a weather-tight facility secure from entry. "Improvements" to buildings in a layaway status are not allowable under this agreement.

4.1.2. This functional applies to the areas on the "Closed Naval Station Treasure Island".

4.1.3. The Caretaker shall use a portion of Building 1 and Building 225 for performance of the Building Maintenance Services function.

4.2. Concept of Operations

4.2.1. The Caretaker shall perform building maintenance work on structures in accordance with Caretaker standards and special requirements for "Historical" buildings, which will be finalized in a separate document.

4.2.2. The Caretaker shall provide a Facility Manager, who shall manage all functions related to Building Maintenance Services and Roads/Grounds Maintenance covered in Annex 5.

4.2.3. The Caretaker shall provide Facility Inspectors who will execute the facility inspection program in-conjunction with the Navy CSO staff. The Facility Inspectors shall work directly for the Facility Manager.

4.2.4. The Caretaker shall perform the majority of the work effort of this function using in-house City of San Francisco Public Works Department personnel and supervision, including both field and technical engineering support. The Caretaker may obtain specialty functional support via contract.

4.2.5. The Caretaker shall provide 24 hour, on-call, emergency response and repair capability to secure situations that threaten the property, such as broken water pipes, secondary electrical failures, significant roof leaks, etc.

4.2.6. The Caretaker shall inspect buildings according to established schedules to identify required building maintenance work. The Caretaker shall order required work for accomplishment by in-house personnel or contract.

4.2.7. The Caretaker shall also maintain active buildings under this agreement used by the Navy and City of San Francisco Caretaker staffs including those used by the CSO, CA Manager, Facility Manager, Fire Department, Security and Public Works. The maintenance work for these buildings includes emergency/service calls and boiler maintenance. The Caretaker will provide all supplies and equipment necessary to perform the building maintenance service.

4.2.8. The Caretaker shall pickup, store and dispose of any abandoned waste on the closed NS Treasure Island, including YBI, per applicable regulations. This does not include waste generated by Navy environmental remediation work.

The Caretaker shall properly store all Hazardous Materials and Hazardous Waste it handles, other than such materials and waste generated by Navy operations. The Caretaker shall not use the Navy's Hazardous Waste Generator Identification number for disposal of Hazardous Materials and Hazardous Waste not generated by Navy operations.

PART 2: ROADS MAINTENANCE

4.A.1. Description

4.A.1.1. Road services includes management, supervision, and work execution required to provide maintenance and repair to paved roadways at a level not less than Caretaker's standards for the City. The roads maintenance function includes asphalt repair, concrete repair, street striping, street sweeping, roadway above ground culvert cleaning, traffic signage repair, and sidewalk repairs.

4.A.1.2. Roads maintenance services include coverage of the entire closed NS. Roads maintenance services shall not be provided for areas under control of the USCG, DOL, and leased or licensed property under this agreement.

4.A.2. Concept of Operation

4.A.2.1. The Caretaker shall perform roads maintenance work on the entire closed base in accordance with City standards in two levels:

Level A is the standard level of maintenance used for areas with public access and active interim reuse in the local area.

Level B is the level of maintenance used in areas of little to no public access with no interim reuse in the local area.

4.A.2.2. The Caretaker shall provide a Facility Manager who shall manage all functions related to Roads Maintenance and Building Maintenance.

4.A.2.3. The Caretaker shall provide Facility Inspectors who shall execute the facility inspection program in conjunction with the Navy CSO staff. The Facility Inspectors shall work directly for the Facility Manager.

4.A.2.4. The Caretaker shall work cooperatively with the Navy CSO staff in the execution of work associated with this functional.

4.A.2.5. The Caretaker shall perform the majority of the work effort of this functional using contracted support through the City Public Works Department.

4.A.2.6. The Caretaker and the Navy shall work cooperatively to minimize/eliminate operations and maintenance costs for roads which serves those areas of the closed NS that have limited or no reuse potential.

4.A.2.7. The Caretaker shall pickup, store and dispose of any abandoned waste on the closed NS Treasure Island, including YBI, per applicable regulations. This does not include waste generated by Navy environmental remediation work.

The Caretaker shall properly store all Hazardous Materials and Hazardous Waste it handles, other than such materials and waste generated by Navy operations. The Caretaker shall not use the Navy's Hazardous Waste Generator Identification number for disposal of Hazardous Materials and Hazardous Waste not generated by Navy operations.

The Caretaker shall provide all supplies and equipment necessary to perform the building maintenance and roads maintenance service.

4.A.2.8. The Caretaker execution workforce shall occupy and use the City Department of Public Works spaces in Public Works Department spaces in Building 225 as a local shop and storage space.

**TECHICAL EXECUTION PLAN
FOR
ANNEX 4
BUILDING AND ROADS MAINTENANCE**

1. Purpose

This document provides operational procedures for the management of maintenance and repairs to roads and facility structures on Treasure Island (TI) and Yerba Buena Island (YBI). Included are responsibilities for furnishing professional engineering support services, and the management of the Plan Room located in Building one. This plan is a working document and may be changed, altered, amended or revised due to actual field conditions, circumstances or mutual agreement.

2. Work Execution for Buildings and Roads Maintenance

Offices and Work Spaces: Office space in Building 1 is the Department of Public Works (DPW) base of operations, office space and contact point with other agencies, departments and civilians. The fenced, lockable and paved area surrounding building 225 (auto/hobby shop) is currently being used by DPW to store vehicles and equipment. Building 225 itself is used for storage, repair, and a staging area and as auxiliary offices.

Employee Assignment: Line and or staff personnel are assigned to fulfill the DPW duties and responsibilities at Treasure Island in the most economical and efficient way possible. Therefore, the on site DPW personnel will confine their role to Cooperative Agreement responsibilities except as specifically requested and funded by the Office of the Mayor's Treasure Island Project.

On site personnel will be assigned from but not limited to Stationary Engineers or other crafts and personnel. All assigned or dispatched personnel will be journey level craft persons, construction laborers, custodial personnel, or an appropriate level manager or supervisor.

Regular Inspection and Maintenance of Facilities Covered by the Cooperative Agreement: Regular inspections will be conducted along with routine maintenance by on-site staff or assigned craft personnel as required to maintain those structures mutually agreed upon by the U. S. Navy and the City under the Cooperative Agreement. Major repairs when and if authorized will be assigned to the Bureau of Building Repair, DPW Craft Shops or contracted out. Maintenance and repair of alarm systems, fire suppression systems, roofing, elevators, hoists and other specialized systems will be contracted out to private vendors as deemed appropriate by DPW.

Levels of inspection and maintenance undertaken and performed will be determined by the lay up levels [lay up levels are synonymous with maintenance levels as used here] as specified in CNO letter Ser N444B dated 6 Oct 1994. Inspection and repairs performed will follow guidelines in the referenced Building Repair caretaker Maintenance Schedule. Any disagreements on interpretation by DPW of actual levels or condition encountered or recorded should be reduced to writing and presented to the City and County by the Navy for discussion, interpretation and mutual decision. City and DPW interpretations will prevail and be undertaken unless specific disagreement are brought to their attention and agreed to by the City.

Tenant Occupied and Non-Cooperative Agreement Facility Maintenance and Repair: Tenants (private or public) of facilities and other departments may contract with the Bureau of Building Repair, DPW for facility management or repair services through Interdepartmental Work Orders. All work order services will be completed expeditiously and according to prevailing industry standards. Scheduling of regular or one-time repair will be at the availability of materials and personnel. Emergencies involving life, health or safety issues will receive priority status.

Street and Grounds Maintenance: The Bureau of Building Repair will maintain liaison with those DPW entities responsible for street and grounds maintenance at the Treasure Island/Yerba Buena site. The Bureaus of Street Environmental Services and Street Repair will report to Building Repair on conditions, regular schedules of work, and problems that arise from these areas. The Bureaus will report, through appropriate channels, on a regularly basis to the Navy. Both Street Environmental Services and Street Repair will maintain complete records of all work, repairs and costs. Regular street cleaning undertaken by the Bureau of Street Environmental Services will be confined and specifically limited to regular mechanical sweeping of paved streets covered by the Cooperative Agreement but not those covered by a lease or license agreement. Repair and maintenance of streets by the Bureau of Street Repair will be confined to those paved streets covered by the Cooperative Agreement but not those covered by a lease or license. Actual repairs will be confined to reasonable repairs or emergency backfill after notification of a problem or circumstance. Resurfacing of streets by the Bureau of Street Repair will be done with prior approval by the Navy.

2B. Work Execution for Professional Engineering and Plan Room Services

DPW will provide engineering support as required for the proper maintenance and repairs of the roads and facility structures on TI and YBI. Engineering support will include DPW coordination efforts with other City agencies, and technical expertise involving the civil, electrical, mechanical, structural, architectural, and landscape architectural fields.

Plan Room management will be established to facilitate retrieving plans previously organized by the Navy. DPW does not intend to have full-time staff stationed at TI to provide Plan Room related services. However, DPW through its Bureau of Engineering will dispatch personnel to TI to provide Plan Room related services on an as-needed basis. Procedures will be implemented to provide documents to requesters timely.

Reproduction equipment turned over by the Navy is limited to small-scale reproductions only. Reproduction equipment does not have reducing or enlarging capabilities. DPW will implement procedures to use reproduction services provided by an outside vendor. To recoup reproduction costs which are not charged to the Navy, DPW intends to charge a flat fee of \$5.00 per sheet (irrespective of drawing size) when such outside reproduction services are utilized. Payment shall be by check made payable to DPW, and shall be due at the time of document pickup.

To properly manage control of the Plan Room, access will be limited to only DPW personnel. All requests for plans and reports shall be directed to (415)558-4061 or (415)558-4067.

3. Reporting Procedures

The Mayor's Office and the Navy will schedule regular meetings on site. The purpose of the these meetings will be to:

- report on the previous work and events
- report on special work scheduled for the next period of time
- report on grounds and streets as appropriate
- advise the Navy and Mayor's Office of possible future problems

Records of all inspections, deficiencies noted, and corrections made will be recorded and available for review by the Navy upon request and sufficient notice. A log of all Plan Room requests received will be provided to the Navy on a monthly basis.

Around the clock emergency response will be available through the Department of Public Works. During normal business hours, calls should be placed to the Bureau of Building Repair personnel stationed at Treasure Island either at their offices or pager numbers. If Building Repair personnel are not immediately available at the Naval Station, a Project Coordinator at our Bureau offices at Telephone (415) 695-2030 can be contacted for assistance. Emergency calls after hours, on weekends and holidays should be placed to the Department of Public Works Emergency Hotline at (415) 695-2020. Requests for assistance through the Department's Hotline will be directed 7-days a week to the appropriate Operations bureau or other entity.

4. Allocability and Voucher Preparation

An existing computerized system will be utilized to track costs for both labor and materials. Costs for work covered under the Cooperative Agreement will be encumbered and charged against Mayor's Office funds that have been work ordered to the Department of Public Works through the City Work Order system. Those Navy funds allocated to the Department of Public Works for work undertaken under the Cooperative Agreement will have a single identifying Job Order Number. All work performed under the Cooperative Agreement will be charged to and identified by this number. Non-Cooperative Agreement work requested by the Mayor's Office Treasure Island Project will be charged and identified by a different and separate Job Order Number provided by the Mayor's Office. The Department of Public Works will, in general, defer the interpretation of, direction to perform and responsibility for deciding whether any particular work, job or project should be charged against funds encumbered for Cooperative Agreement work to the Mayor's Office Treasure Island. Work requested by and performed for other City departments or other entities at the closed Naval Station will be charged to and identified by separate Job Order Numbers.

In cases of life, health or safety, only remedial repairs or procedures to alleviate an immediate threat will be undertaken without prior approval.

5. Animal and Pest Control

Any animal or pest control problem mutually considered by the Navy and the City to be covered by the Cooperative Agreement will be referred to private vendors as approved by the City or deemed appropriate by the Department of Public Works. Pest Control services will be conducted in accordance with the Integrated Pest Management Policy adopted by the City and attached.

6. Recall List

A limited, current and updated telephone list will be provided to the U. S. Navy and the Mayor's Office Treasure Island Project staff. The Mayor's Office, Navy and tenants are directed to use the Department of Public Works Emergency Hotline at Telephone (415)695-2020 to obtain assistance or request off hour response of DPW personnel.

Vehicle Logistics

1. Purpose

The purpose of this section is to delineate the conditions, locations, and maintenance of Navy vehicles assigned to the Department of Public Works.

2. Vehicle Use and Assignment

The Navy assigned vehicles to the Department of Public Works, Bureau of Building Repair. These are used by on-site personnel and shops located within the City to transport personnel and materials to, from and around Treasure Island. In order to utilize, maintain, and fuel these vehicles, however, it is necessary to park the vehicles at various San Francisco Public Works locations for periods of time up to several days depending on servicing requirements and staffing availability.

The vehicles not assigned to a specific shop serving Treasure Island will be stored inside the locked enclosure surrounding Building 225 (Auto Hobby Shop).

3. Department of Public Works Responsibilities

DPW assumes primary responsibility for performing regular vehicle maintenance and repairs. All service and fueling will be accomplished through the City Purchaser's Central Shops, funded through the Mayor's Office to DPW for the Treasure Island Project. In addition, vehicles assigned to DPW will have a number assigned and placed on vehicle front doors along with a City Seal. Navy identifying numbers and lettering will be retained through the course of this agreement.

4. General Conditions of Use

Vehicles will in general be reserved for service of the closed Naval Station facilities. The Department reserves the right to substitute City owned vehicles for servicing Treasure Island if maintenance, equipment, or scheduling requirements so indicate.

FUNCTIONAL ANNEX 5

PERSONAL PROPERTY MANAGEMENT AND COOPERATIVE AGREEMENT SERVICES

5.0 Personal Property Management

5.1 Description

5.1.1. The Personal Property Management Service for the closed NS Treasure Island includes the management and work execution resources necessary to maintain accountability for government owned personal property remaining at the closed base. The personal property is grouped into several broad categories, including property staged for reuse, property issued for reuse, property issued to the Caretaker to support the cooperative agreement, and property retained by the Navy to support CSO operations.

5.1.2. The personal property is stored in various locations throughout the closed NS. Items with a value of greater than \$5,000 are inventoried and listed individually in a personal property database developed by the Navy. Items of less than \$5,000 are in bulk inventory and listed by bulk line item in the database.

5.2 Concept of Operations

5.2.1. The Caretaker will provide a Personal Property Manager who will manage all functions related to the control and accountability of all remaining government owned personal property, including storage, security, inventory, issue/receipt, and data base maintenance.

5.2.2. The Caretaker will cooperate with the Navy CSO staff in the execution of work associated with this function.

5.3 Government Furnished Property/Equipment (see the Technical Exhibits section to this annex)

5.3.1. The Caretaker shall manage and update changes to the GFP/GFE Technical Exhibits and submit updated copies to the Navy for review.

FUNCTIONAL ANNEX 5.A

COOPERATIVE AGREEMENT MANAGEMENT

5.A. Cooperative Agreement Management

5.A.1. Description

5.A.1.1. The Cooperative Agreement Management function has six primary purposes:

provide dedicated, over-arching execution management of the entire agreement, coordinating execution among Police, Fire, Public Works, City support staff, and City contractors (including utility companies) providing support to this agreement.

- a. coordinate directly as one component of a three-part management team with both the local Navy Engineering Field Activity West (EFA West) representatives and City of San Francisco staff.
- b. provide resources for City general and administrative (G&A) costs incurred by the City in support of this agreement, including senior City management support, personnel administration, legal counsel, information systems support, contracting support, and financial management support.
- c. provide dedicated information system capability to construct and maintain a bridge from Navy controlled information to City controlled information.
- d. provide dedicated financial management capability to ensure all Caretaker costs that are allowable and allocable to this agreement are captured.
- e. provide dedicated management of plan and blueprint inventory, distribution, and copying of repository located in room 14A of Building 1.

5.A.2. Concept of Operations

5.A.2.1. The Caretaker shall provide a Cooperative Agreement (CA) Manager to lead and manage the City's efforts under this agreement. This CA manager shall coordinate directly with the Director of City of San Francisco Treasure Island Project Staff, the Director of Public Works, the Chief of Police, the Chief of Fire Department, and other City staff members. The CA Manager shall be the City's primary point of contact to the Navy on all matters related to this agreement.

5.A.2.2. The CA Manager shall participate in the development of the full range of functional management plans. The CA Manager shall ensure the functional management plans are carefully developed and submitted for Navy approval by the dates required.

5.A.2.3. The CA Manager shall maintain important data, records, maps, and drawings related to the closed Naval Station.

5.A.2.4. The Caretaker shall establish and maintain appropriate accounting records required to satisfy applicable Federal audit requirements and as backup information for invoices provided to the Navy for payment.

5.A.2.5. The CA Manager and staff shall work cooperatively with the Navy and City of San Francisco staff to develop integrated management processes to ensure effective and efficient use of resources.

5.A.2.6. The CA Management staff shall collocate with the Navy CSO in Building 1 on the closed NS.

5.A.3. Invoice Verification Procedures

5.A.3.1. Quality Assurance Inspections

5.A.3.1.1 The Caretaker shall provide a copy, upon request, of the Caretaker work order listing for all work ordered under the Cooperative Agreement to the CSO OIC.

5.A.3.1.2 The CSO OIC or his designated representative will annotate the work order listing showing the projects, scheduled for completion during the current month, that will be inspected. The listing will then be returned to Caretaker.

5.A.3.1.3. The CSO OIC or his designated representative shall conduct inspections documenting findings using an Inspection Form, and file this form in the monthly invoice verification file for the current month located in the CSO Cooperative Agreement files.

5.A.3.2. Invoice Verification

5.A.3.2.1. The Caretaker shall provide copies of both the *Monthly Expenditure Summary Report* and the detailed *Cooperative Agreement Monthly Reports* to the CSO OIC as soon after their publication as possible (generally the second week of month following the report period). *The Monthly Expenditure Summary Report* is a report prepared by the Caretaker that provides a summary of the current FY budget, direct and indirect costs expended during the month, total monthly costs, cumulative annual costs, FY balance, percent of budget expended and previous month cumulative costs for each budget line item. The detailed *Cooperative Agreement Monthly Report* is a report prepared by the Caretaker which summarizes costs by Work Order No., function charged (or type work accomplished), employee no., date charged, and labor, material, equipment, contract costs, and total costs.

5.A.3.2.2. The CSO OIC or his designated representative will review these reports, applicable Work Request Authorizations, and all inspection reports.

5.A.3.2.3. If no questioned or disallowed costs are noted, the CSO OIC or his designated representative shall forward the invoice (Standard Form 1034 and Standard Form 1035A) to the Grants Administrator for processing of payment. The CSO OIC shall also complete a copy of the Invoice Verification Memorandum and forward this memorandum to the Grants Administrator.

5.A.3.2.4. For any questioned or disallowed costs, the CSO OIC will schedule a meeting with Caretaker to review and reconcile the disputed costs. The meeting will be scheduled to occur within five working days of receipt of Monthly Expenditure Summary Report and the detailed Cooperative Agreement Monthly Report.

5.A.3.2.5. During the meeting outlined above, the CSO OIC, and/or his designated representative, and Caretaker will reconcile all problem areas found by the CSO OIC during the review. The Caretaker will take informal meeting minutes indicating agreed upon changes and disputes and provide a copy to the CSO OIC. The Caretaker will make any agreed upon corrections and resubmit a corrected copy of the monthly expenditure summary to the CSO OIC within two working days of the meeting.

5.A.3.2.6. Immediately upon resubmittal of the corrected copy of the Monthly Expenditure Report, the CSO OIC shall submit the invoice (Standard Form 1034 and Standard Form 1035A) to the Grants Administrator for payment.

5.A.3.2.7. Where Agreement cannot be reached between the parties with regards to the contents of the invoice, the disagreement will be noted and dispute remedied as stipulated under Article X of the Cooperative Agreement.

Copies of all documentation referenced above shall be filed in the CSO invoice verification file.

**TECHICAL EXECUTION PLAN
FOR
ANNEX 5
FINANCIAL & PERSONAL PROPERTY MANAGEMENT PLAN**

FINANCIAL MANAGEMENT PLAN

This Technical Execution Plan (TEP) for Financial Management will guide the allocation of expenses reimbursable under the Cooperative Agreement between the Treasure Island Development Authority (Authority) and the U.S. Navy and expenses that are not reimbursable under the Cooperative Agreement.

The Authority and the Navy entered a Cooperative Agreement (CA) to assist the Authority with the maintenance of the facilities and infrastructure of the former Naval Base Treasure Island (which includes the portions of both Treasure Island and Yerba Buena Island owned by the Navy) on behalf of the Navy; while the Authority and the Navy negotiate the conveyance of the former Navy base TI. The CA establishes six categories of activities or functions, the Authority will perform for the Navy, as well as a budget for each, as summarized in Table 1, "Cooperative Agreement Services". Additionally, the Authority has leased from the Navy various TI buildings and facilities for interim uses during the negotiation period. The expenses the Authority incurs to maintain and operate buildings and facilities it leases are excluded from reimbursement under the CA.

The Authority established Index Code 210029 to account for the services it performs which are potentially reimbursable for the period October 1, 2000 through December 31, 2000. The Authority may incur expenses which are greater than the amounts shown in Table 3, CA Invoice Schedule, however, the Navy will not reimburse the Authority for amounts greater than shown in Table 3.

Expenses not reimbursable under the CA will be charged to other Index Codes based on the location and activities the Authority is authorized to undertake through its leases with the Navy. These Index Codes are summarized in Table 2, "Treasure Island Development Authority Budget Summary by Index Code". Note that the expenses the Authority incurs to maintain and operate buildings and facilities it leases are excluded from reimbursement under the CA.

The Authority will bill the Navy monthly for expenses incurred under the Cooperative Agreement. For all functions the Authority will bill at the rate of 1/12 of the agreed maximum annual expense and summarized in Table 3.

Functional Annex	Description	Index Code 210011 Budget
1	Public Safety (Police, Fire, Security, Emergency Medical)	\$0
2	Telephone Cable Maintenance	\$0
3	Grounds Maintenance	\$55,000.00
4	Building and Roads Maintenance Services	\$25,000.00
5	CA & Personal Property Management	\$0
6	Utility Services & Maintenance	\$65,000.00
	TOTAL	\$145,000.00

Index Code	Description	Budget
210009	Treasure Island Administration	\$
210016	Treasure Island Special Events	\$
210017	Yerba Buena Island Special Events	\$
210018	TI Film Studio & Commercials Rentals	\$
210019	TI Film Permits	\$0
210020	YBI Film Permits	\$0
210021	TI Marina	\$
210022	TI Housing	\$0
210023	YBI Housing	\$0
210010	Federal OEA & EDA Grants	\$0
210011	TIDA/Navy Cooperative Agreement	\$
210012	State of California Grants	\$0
	TOTAL	\$

Functional Annex	Annual Budget	Monthly Invoice
1-Public Safety	\$0.00	\$0.00
2-Telephone Cable Maintenance	\$0.00	\$0.00
3-Grounds Maintenance	\$55,500.00	\$5,500.00
4- Building and Roads Maintenance Services	\$25,000.00	\$2,500.00
5-CA & Personal Property Management	\$0.00	\$0.00
6-Utility Services	\$65,000.00	\$6,500.00
TOTAL	\$145,000.00	\$14,500.00

PERSONAL PROPERTY MANAGEMENT PLAN

The Treasure Island Development Authority (TIDA) Project office will provide property management services in a cooperative effort with the CSO until the ultimate conveyance of all property to the City.

A master list of all property issued for re-use and property issued to the caretaker for support of the Cooperative Agreement shall be maintained by the TIDA Project Office in both hard copy and electronic form. The TIDA Project Office will make weekly backups of its data bases.

Property will be requested on a standard form from a City department. The request will flow through the Facilities Manager, the TIDA Executive Director, and the CSO. The Facilities Manager will distribute the property if the request is approved at each level.

The control, inventory, accountability and responsibility to maintain the assigned property shall be the responsibility of the department receiving the property. The receiving department shall be responsible for maintaining the property to City department standards. All City departments that receive property shall maintain it in proper working order for its expected life. All vehicles and equipment received will be surveyed annually and their condition report forwarded to the Facilities Manager and CSO. All surplus property will be disposed of in timely fashion in a way that meets with the CSO's approval. The City Departments shall be responsible for the disposal of property assigned to them.

Technical Exhibit 1-1.
Public Safety (Fire Protection and Emergency Services)
Documentation
RECORD KEEPING SERVICES

Records, documentation, recorded or documented instructions and record keeping systems: Fire department recorders, documentation, instructions, reference, training materials, and their systems will include but not be limited to:

- a) Fire prevention records, documentation, instructions, reference and training materials.
- b) Fire suppression records, documentation, instructions, reference and training materials.
- c) Hazardous materials records, documentation, instructions, reference and training materials.
- d) Emergency/Medical services records, documentation, instructions, reference and training materials.
- e) Fire alarm maintenance records, documentation, instructions, and reference materials.
- f) Fire Department communications equipment maintenance records, documentation, instructions, and reference materials.
- g) Water system maintenance records, instructions and reference materials.
- h) Vehicle maintenance records, instructions, and reference materials.
- i) Fire fighting equipment maintenance records, instructions, reference and training materials.
- j) Disaster preparedness records, documentation, instructions, reference and training materials.
- k) Training records and documentation.
- l) Response records and documentation.
- m) Utility back-up systems records, documentation, instructions, reference and training materials.
- n) Records, and documentation relating to construction, utilities, seismic studies, hazardous material abatement, remodeling and/or retrofitting, and layout.

Technical Exhibit 1-2
Public Safety (Police and Security Services)
Government Furnished Property

The following property of the Government shall be used by the Caretaker in the implementation of this function:

Provided under separate cover to TIDA, due to database size and format.

Technical Exhibit 1-3
Public Safety (Fire Department)
Government Furnished Property

The following property of the Government shall be used by the Caretaker in the implementation of this function:

Provided under separate cover to TIDA, due to database size and format.

Technical Exhibit 2-1
Telephone Cable Maintenance Services
List of Government Facilities

Provided under separate cover to TIDA, due to database size and format.

Technical Exhibit 3-1
Grounds Maintenance Services
Government Furnished Property

The following property of the Government shall be used by the Caretaker in the implementation of this function:

Provided under separate cover to TIDA, due to database size and format.

Technical Exhibit 4-1
Building Maintenance Services
List of Government Facilities

Provided under separate cover to TIDA, due to database size and format.

Technical Exhibit 4-2
Roads Maintenance Services
Government Furnished Property

The following property of the Government shall be used by the Caretaker in the implementation of this function:

Provided under separate cover to TIDA, due to database size and format.

Technical Exhibit 5-1
Personal Property Management Services
Government Furnished Property

The following property of the Government shall be used by the Caretaker in the implementation of this function:

Provided under separate cover to TIDA, due to database size and format.

Technical Exhibit 5-2
Cooperative Agreement Management Services
Government Furnished Property

Provided under separate cover to TIDA, due to database size and format.

Technical Exhibit 6-1
Utilities Services
Government Furnished Property/Equipment

The following property of the Government shall be used by the Caretaker in the implementation of this function:

Provided under separate cover to TIDA, due to database size and format.

Technical Exhibit 6-2
Electrical Power Services
List of Government Facilities

Provided under separate cover to TIDA, due to database size and format.

Technical Exhibit 6-2
Water Services
List of Government Facilities

Provided under separate cover to TIDA, due to database size and format.

Technical Exhibit 6-2
Sanitary Sewer Services
List of Government Facilities

Provided under separate cover to TIDA, due to database size and format.

Technical Exhibit 6-2
Natural Gas Services
Government Furnished Property and Equipment

Provided under separate cover to TIDA, due to database size and format.

Technical Exhibit 6-2
Storm Water Control Services
List of Government Facilities

Provided under separate cover to TIDA, due to database size and format.

FUNCTIONAL ANNEX 6

UTILITIES SERVICES

6.1. Description

6.1.1. The Utilities Services function provides for maintenance and operation of electric, natural gas, sanitary sewer, sewage treatment and storm sewer systems by the Caretaker as well as for establishment of rates and collection of revenue to offset operating costs.

6.1.2 The Caretaker may use, through a (no-cost) license or lease to the Treasure Island Development Authority, with a subsequent exclusive sub-license or lease with SFPUC, Buildings 216, 264, 292 and the east lot of Building 69.

6.2 Concept of Operations

6.2.1. Lease of Utility Systems to the Treasure Island Development Authority: It is the intent of the Caretaker to enter into a lease for Navy owned utility systems serving Naval Station Treasure by 1 January 2001 or not later than signing of EDC/LIFOC for the property. Prior to execution of the planned lease, and within the term of this agreement, the Caretaker will operate utility systems in accordance with requirements of this Annex and of the Technical Execution Plan for Utilities Management which is attached to and made part of this agreement. After execution of the lease, provisions of this agreement pertaining to utilities operations will be extinguished and requirements of the lease will prevail.

6.2.2 Assumption of Environmental and Operating Permits by the Caretaker: It is the intent of the Navy to issue notices by 1 January, 2001 terminating permits listed below effective 1 April, 2001. The Caretaker agrees to work with the Navy and regulators to assume any permit required for the continuing operations of the Caretaker by this date.

- State of Calif. – Health and Welfare Agency, Water Supply Permit No. 02-04-96P-3810702
- BAAQMD Permit to Operate Air Emissions Sources for Plant # 479
- RWQCB NPDES General Storm Water Permit No. CAS000001 for Facility WDID No. 238S012140
- RWQCB NPDES Waste Water Treatment Plant Permit No. CA0110116 Operations Under This Agreement Prior to Leasing
- California Department of Public Works Permit S.F.O.B.B. #16 of 22 November 1944

6.2.3 Operations

6.2.3.1 The Caretaker will operate and maintain utility systems at Treasure Island and Yerba Buena Island, as described in the applicable Technical Execution Plan (see paragraph 6.2.3.3), including electric, natural gas, water, sanitary sewer, storm sewer and sewage treatment systems. The Caretaker will defray associated costs through revenue generated by charging Navy authorized rates to all users of utility services. Rates established by the Navy may be supplanted at any time by rates established and applied in accordance with applicable ordinances of the City and County of San Francisco.

6.2.3.2 All storage and handling of materials and equipment necessary for utility maintenance shall be done in accordance with the Treasure Island Storm Water Pollution Prevention Plan.

6.2.3.3 The Technical Execution Plan (TEP) for this annex is attached and made part of this agreement. The Caretaker agrees to conform to the requirements and guidelines of the TEP that defines the extent of Caretaker responsibility for utilities operations as well as specific operating procedures.

6.2.4 **Purchase of Utility Commodities:** The Caretaker will be responsible for purchase of all electricity, natural gas and water consumed on TI and YBI and for purchase of electric power provided to the east water pump station serving the base. The Caretaker remains responsible per modification P00009 of this agreement, and agrees to make payment for back-up electrical power delivered to Treasure Island under Navy contract during fiscal year 1999. Payment will be made by the Caretaker directly to the Pacific Gas and Electric Co. upon submission of invoices by that company to the Navy.

6.2.5 **Recovering Funds for Consumption by the Navy:** Consumption for which the Navy is responsible have been determined through estimates mutually agreed upon by the Navy and the Caretaker. Estimated Navy consumption is itemized in figure 6-1. Total annual charges will not exceed \$48,139.92 annually or \$4,011.66 per month.

6.2.5. System Extension and Provision of New Service

6.2.5.1. **New Services Requested by the Navy and other Federal Users:** Subject to the availability of funds for such purpose, the Caretaker will provide any extension or alteration of systems along with any metering or service connections requested by the Navy or as concurred to by the Navy for other Federal users on the base. The Caretaker will recover costs for such work for other Federal users directly from the *benefiting* agency. Costs incurred for any such work requested by and executed for the Navy will be reimbursed via the provisions of this agreement or by amendment of this agreement as may be required.

6.2.5.2. **New Services Required by Lessees or Licensees:** The Caretaker may also provide system extensions and alterations along with metering and service connections required to fully and exclusively meter use of water, electricity and natural gas within any premises which may be under license or lease from the Navy during the term of this agreement. Costs for any such work will be recovered by the Caretaker directly from the benefiting Lessee or Licensee and will not be charged to the Navy.

**Annex 6, Figure 6-1
Navy Liability for Utilities Consumption
September 01**

notes	use	Consumption chargeable monthly	rate	monthly cost	annual cost
[1]	Electricity for CSO (B's 1 and 570)	24 MWH	\$121.34	\$ 2,912.16	\$ 34,945.92
[2]	Natural gas for CSO (B's 1 and 570)	197 MCF	\$ 5.10	\$ 1,004.70	\$ 12,056.40
[3]	Water for CSO	10 KGAL	\$ 4.59	\$ 45.90	\$ 550.80
[4]	Sewer for CSO	10 KGAL	\$ 4.89	\$ 4890	\$ 586.80
[5]	Environmental (Permit Fees)				\$15,000.00
Totals				\$4,011.66	

\$63,139.92

Notes:

- [1] B's 1 & 570 = 10w / sq ft x 9,000 sq ft, 12 hrs per day, 22 days per month = 24 MWH / month.
- [2] 30 btu's / sq ft / hr x 9,000 sq ft, 24 hrs per day 365 days per year
- [3] 30 GPD / person, 22 days per month assuming average staff including contractors of 15.
- [4] equal to domestic water consumption by CSO
- [5] utilities (permit fees)

**TECHNICAL EXECUTION PLAN
UTILITIES MANAGEMENT**

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TECHNICAL EXECUTION PLAN UTILITIES MANAGEMENT

Ref : (a) Cooperative Agreement between the City and County of San Francisco and the U.S. Navy, N62474-97-2-0003, Mod P00011 (period of 1 January 2001 through 30 September 2001)

1.0 Purpose

This document provides general operational procedures for the management of the electric, water, natural gas, and sewer systems on Treasure Island (TI) and Yerba Buena Island (YBI).

2.0 Background (Not used)

3.0 Systems Definitions, Extent of Caretaker Responsibility for Utilities Distribution

The physical extent of each utility system that will be maintained by the Caretaker is as described below. These descriptions apply to all elements of systems on Treasure Island and Yerba Buena Island and water and electric systems deriving in Emeryville and Oakland respectively with the exception of elements of systems serving the U.S. Coast Guard on Yerba Buena island which are beyond designated service points and within the boundaries of Coast Guard owned property. The Caretaker will establish responsibilities within the Coast Guard boundaries through direct negotiations with the Coast Guard.

3.1 Water System: Facilities that are operated and maintained by the Caretaker under the Cooperative agreement consist of the existing water delivery facilities at NAVSTA TI/YBI including:

3.1.1 Supply and delivery pipelines, originating at the supply points for NAVSTA TI/YBI from San Francisco City Distribution System and from the East Bay Municipal Utility District (EBMUD). The Caretaker agrees to conform to all requirements of California Department of Transportation S.F.O.B.B. Permit No. 16 Dated 22 November 1944 as it pertains to operation of the pipeline originating at the East Bay Municipal Utility District service point in Emeryville to the last (upstream) point of attachment of the Bay Bridge on YBI.

3.1.2 Water storage facilities

3.1.3 Water pumping and chlorinating stations

3.1.4 The water pumping station located in pier E23 of the east span of the San Francisco Bay Bridge.

3.1.5 All supply lines that cross through or under any leased or non-leased building or facility that do not serve that building or facility.

3.1.6 For metered buildings and facilities, the Caretaker responsibility ends at the first valve or meter upstream of the building or facility.

3.1.5 For buildings and Facilities that are not metered, the Caretaker responsibility will include all supply lines and water system facilities up to five (5) feet from any building or facility.

3.2 Sanitary Sewer System: Facilities which are operated and maintained by the Caretaker consist of the existing sanitary sewer collection and pumping facilities at NAVSTA TI/YBI, including:

3.2.1 Waste water treatment plant including all facilities within the perimeter fence of the plant and including all piping and appurtenant facilities to the point of discharge to San Francisco Bay.

3.2.2 Waste water-pumping stations

3.2.3 Mainline sewers

3.2.4 Forced mains

3.2.5 Collection and service sewers to the limit of lease holding for leased facilities.

3.2.6 For buildings and facilities which are not leased or otherwise occupied, or which are in use by the Navy or Navy Customers; Collection and service sewers to either [a] the last cleanout upstream of the mainline sewer along the service to the building or facility, or [b] a point five (5) feet from the foundation of the building or facility.

3.3 Storm Water System: Facilities which are operated and maintained by the Caretaker consist of the existing storm water collection and discharge facilities at NAVSTA TI/YBI, including:

3.3.1 Storm water collections system from the transition structure of surface flow entering the below surface piping (including drop inlets and other collection structures). Surface and street flows are not included.

3.3.2 Storm water-pumping stations

3.3.3 Storm water outfalls

3.4 Natural Gas System: Natural gas is delivered to NAVSTA TI/YBI by a supply line owned by the Pacific Gas and Electric Co. (PG&E). PG&E also owns and operates the main meters and pressure reducing stations at the point of delivery. The responsibility of the Caretaker is for all facilities downstream of PG&E facilities including:

3.4.1 Supply and delivery pipeline downstream of the main meter and pressure reduction station located on NAVSTA TI/YBI.

3.4.2 Supply lines to and including that last valve or corporation stop leading to all leased, non-leased, occupied or non-occupied buildings and facilities.

3.5 Electrical Distribution System: Facilities that are operated and maintained by the Caretaker consist of the existing transformation and distribution facilities at NAVSTA TI/YBI, including:

3.5.1 The entire high voltage transmission line serving Treasure Island originating at the point of connection to the breakers at the Port of Oakland's Davis Substation at Point Arnold including overhead and underground elements of the line located on the Fleet and Industrial Supply Center and the Oakland Army Base, the underground element extending from the Oakland Army Base including the junction with

the submarine section of the line and the submarine section including the junction and the underground section of line at Treasure Island to the point of connection at the main Treasure Island substation.

3.5.2 Main substation at NAVSTA TI/YBI.

3.5.3 Distribution system and related equipment between the substations and the end-users.

3.5.4 For metered buildings and facilities, service up to and including the meter.

3.5.5 For buildings and facilities which are not metered or which have dedicated switch-gear or transformers at the building or facility, service to the low side of the dedicated switch-gear or transformer and shall include the dedicated switch gear or transformer.

3.5.6 For buildings and facilities which are not metered and which do not have dedicated switch-gear or transformers at buildings or facilities, service to the weatherhead, building perimeter, or equipment connection.

3.5.7 The Davis Substation at the Fleet and Industrial Supply Center, Oakland, CA.

4.0 Organization and Communication

4.1 Caretaker and Navy: Although there is no requirement for regular meetings between the Caretaker and the Navy, all essential communications (status of environmental clean-up projects, etc.) with the Navy shall be conducted with the appropriate Navy SWDIV ("Southwest Division," the Navy's Facilities Management Headquarters located in San Diego) representative. Notification of planned outages or any other pertinent utilities information shall be forwarded to the Navy Caretaker Site Office with the same consideration and priority as extended to any other utility customer served by the Caretaker.

4.1.1 The Caretaker's Utilities Manager is:

Charles (Chuck) Swanson
Office: TI Bldg 264
Phone: (415) 274-0333 (Home)
Pager: (415) 201-8452

4.1.2 The Navy Representative is: .

LCDR M. J. Gough
Office: TI Bldg 1
Phone: (415) 743-4720
Pager: (415) 313-8194

5.0 Preventative Maintenance & Repair Work: Regularly scheduled preventive maintenance and all non-emergency repair work will be executed as determined necessary by the Caretaker. Financial reporting to the appropriate Navy representative is required by provisions of the Cooperative Agreement.

6.0 Trouble Call Response and Reporting

6.1 Origin and Reception of Trouble Calls: Trouble calls may be initiated by any customer. The operator at the Caretaker reception desk will, in turn, direct calls requiring response that falls within the scope of the CA to the appropriate Caretaker department or subcontractor. Those requests that do not fall within the responsibility of the CA shall be returned to the initiator with appropriate reason.

6.2 Caretaker Points of Contact: In addition to the telephone number of the Caretaker trouble reception desk, the Caretaker shall provide to the Navy Caretaker Site Office an up to date list of telephone numbers for primary Caretaker managers responsible for utilities operations at NAVSTA TI/YBI. This list (see Caretaker Contacts, Table 6-1) includes persons at each level of Caretaker management and will be used by the Navy in the circumstances listed below. Individuals on the list will be called in the order listed until contact is made and the requisite responsibility accepted. The Caretaker Contact List will be used when:

- [1] Contact cannot be made with the Caretaker trouble reception desk
- [2] In cases of emergency
- [3] In cases in which responses to trouble calls do not occur within a reasonable time (see response targets of Table 6-2).

Note: Appendix "A" provides operational procedures for Trouble Calls and Emergency response in addition to key points of contact - both Caretaker and Navy.

Table 6-1 Caretaker CONTACTS For Trouble Call and Emergency Response			
	Name	Title	Number
1	Charles Swanson	Utilities Manager	(W) 415-274-0333 (Pager) 415-201-8452
2	Bob Mahoney	Facilities Manager	(W) 415-274-0662- (H) 415-982-4520 Nextel: 850-9696
3	Renee Bura	Senior Stationary Engineer	(W) 415-274-0387 Pager 415-303-0183
AFTER HOURS			
GENERAL EMERGENCY NUMBER: (San Francisco City Distribution Division)			415-550-4956

6.3 Caretaker Trouble Call Reception, Response Targets and Reporting: Upon receiving a request from the CSO or other authorized party for trouble call, the Caretaker reception desk will issue a

Trouble Call (TC) number which will serve as a key identifier for the call and will be used to track and report on response. The Caretaker will maintain records of all TC#'s issued along with pertinent details on response and resolution and will provide summaries of this information to the Navy Utilities PM as requested.

TABLE 6-2
Labor Hour and Response Targets

Type of action	TEP paragraph	Urgency and response targets	
		Routine, note [1]	Emergency, note [2]
		RegHours / AfterHours	RegHours / AfterHours
minor, unscheduled repairs	5.0	8hr / NA	4hr / 4hr
major repair work	5.0	8hr / NA	4hr / 4hr

NOTES: [1] Response required during normal working hours only
 [2] Response required 24 hrs / day, seven days / week
 [3] N/A - No After Hour

7.0 Emergency Response

7.1 Emergency Requirements

7.1.1 Definition: Trouble calls to the Caretaker will be designated as EMERGENCY requirements where it has been determined or is suspected that immediate action is required to eliminate a threat to human health, the environment, to protect property or to avoid disruption of essential operations. Situations satisfying these criteria may also be observed directly by Caretaker personnel or may be reported to the Caretaker by means other than the normal trouble reception protocol described here. Emergency calls shall be directed to the Caretaker trouble call reception desk at 415-274-0333 or after hours San Francisco City Distribution Division 415-550-4956.

7.1.2 Reporting: Direct reporting to the Navy is not required during an event, however, the Caretaker will provide the Navy with a written summary of any "significant event" (major personal injury or death, major property damage, "large" fires for example) that has occurred at TI/YBI.

8.0 System Extension, Provision of New Service

8.1 New Services Requested by the Navy and other Federal Users: Subject to the availability of funds for such purpose, the Caretaker will provide any extension or alteration of systems along with any metering or service connections requested by the Navy or as concurred to by the Navy for other Federal users on the base. The Caretaker will recover costs for such work for other Federal users directly from the other Federal users. Costs incurred for any such work requested by and executed for the Navy will be reimbursed via the provisions of this agreement or by amendment of this agreement as may be required

8.2 New Services Required by the Lessees or Licenses: The Caretaker may also provide system extensions and alterations along with metering and service connections required to fully and exclusively meter use of water, electricity and natural gas within any premises which may be under license or lease. Costs for any such work will be borne by the Lessee or Licensee. The Cooperative Agreement (paragraph 6.2.5) forbids delivery of any utility commodity to a premise under lease or license that is not fully and exclusively metered (exceptions may be granted if plans are in place for the installation of subject meter.)

9.0 Purchase of Utility Commodities: The Caretaker will be responsible for purchase of all electricity, natural gas and water consumed on TI and YBI and for purchase of electric power provided to the east water pump station serving the base

10.0 Billing and Payment for Utilities Consumption: The Caretaker will defray *costs of utility commodities purchased* and costs of the operation and maintenance of the utility systems through revenues generated by charging rates established by the Navy. Rates established by the Navy may be supplanted at any time by rates established and applied under applicable ordinances of the City and County of San Francisco. The Caretaker will enter into Utility Service Contracts (USC's) with all Federal users including the Navy or the Navy's contractors as required. The USC shall contain pertinent information regarding the utilities agreement between the Caretaker and the specific Federal user including rates. The Caretaker will purchase electricity, natural gas and water including electric power for the east water pump station serving TI and YBI.

10.1 Billing Non-Navy Tenants: The Caretaker will be responsible for billing and obtaining payment from all Lessees, Licensees and non-Navy Federal activities the Navy may permit to receive utilities services on the base. Charges to these tenants for use of electricity, natural gas, water and sewer service will be determined by the Caretaker by applying rates established by the Navy to consumption attributed to each tenant. In general, consumption will be read from meters which fully and exclusively measure permitted consumption. Where determined to be more economic, consumption may be determined through engineered estimates prepared by the Caretaker

10.2 Recovering Funds for Consumption by the Navy: Units of consumption for which the Navy is responsible have been determined through estimates mutually agreed upon by the Navy and the Caretaker. The Cooperative Agreement lists estimated uses and the annual/monthly charges to be billed by the Caretaker.

10.3-Charging for Sanitary Sewer Service: The Caretaker shall bill non-Navy users for sewer service based on established rates and on water consumption. The Caretaker may make adjustments for consumers that have large irrigation needs. In general, billing will be based on 100% domestic water consumption

11.0 Outage Management

11.1 Scheduled Outages: The following procedure will be used by the Caretaker for any utility outage not resulting from an emergency or unplanned failure:

11.1.1 Caretaker Action: The Caretaker shall coordinate all outages directly with the applicable parties including the Navy and its contractors. Prior to a scheduled outage, the Caretaker shall contact

all customers (including those who may be impacted) that will be impacted and provide the following information:

- Purpose of the outage
- Utilities commodities affected
- Buildings and facilities affected
- Proposed start and completion dates and times.

11.1.2 Coordination by Navy: Navy representative will coordinate the outage request for Navy managed facilities. The Caretaker will coordinate the outage all non-Navy and any affected utilities customers.

11.1.3 Planned Outages: The Caretaker will execute the outage at the agreed upon time. Authorization from the Navy is not required

11.1.4 Disapproved or Cancelled Outages: In cases in which the outage cannot be executed, the Caretaker will revisit all impacted customers and advise them of cancellation or revised outage schedule and why it was necessary.

11.2 Unscheduled Outages: The Caretaker will take immediate action to restore service. Authority from the Navy is not required. An "information-only" notice to the Navy representative is required after the event (verbal or written ok).

12.0 Excavation Management

12.1 Scheduled Excavations: The Caretaker will serve as the initial point of contact for all parties seeking to perform excavations at TI/YBI and will implement procedures to assure that no excavation is permitted without advance clearance with regard to underground utilities (see Annex 6, TEP paragraph 13.0) and from the designated Navy representative for environmental conditions. The following procedure will be used by the Caretaker to obtain Navy concurrence for any excavation not resulting from an emergency or unplanned system failure:

12.1.1 Excavation Process: The Caretaker shall retain established Underground Service Alert (USA) membership for the area encompassing TI/YBI and shall be the initial point of contact for all excavation activities within said region. The Caretaker will locate and, within 48 hours of notification, clearly mark all utilities in the vicinity of proposed excavation prior to start.

12.1.2 Excavation Coordination/Navy Concurrence: Where necessary, the Caretaker will refer excavation requests to the designated Navy representative to ensure environmental conditions of soil in and around the area of the planned excavation site can be conveyed to all parties so that they may plan accordingly.

12.1.3 "Approved" Excavation Requests: In cases in which the excavation plan is acceptable as proposed, the Navy will immediately inform the Caretaker of its concurrence and will provide the Caretaker with any special requirements which may be imposed by the Navy. The Caretaker will then perform the excavation or permit the excavation to be performed by the original requestor at the agreed upon time and in accordance with any special requirements which may be imposed by the Navy.

12.1.4 "Disapproved" Excavation Requests: In cases in which the excavation notification or request cannot be concurred to for environmentally related reason(s), the Navy will propose alternatives in writing to the Caretaker for coordination.

13.0 Marking Utilities Locations:

13.1. Electric, Gas, Water, and Sewer: The Caretaker Utilities Manager will locate and clearly mark all electric, natural gas, water, and sewer utilities. Requests for marking and response handled through the trouble call procedure described in paragraph 6.0, above will conform to the response targets of Table 6-2. In addition, the Caretaker will locate and clearly mark all electric, natural gas, water, and sewer utilities in any area in which the Caretaker proposes performing an excavation (see Excavation Management, paragraph 12.0). Marking shall be made based on the Navy provided base maps and the best available local knowledge. The Caretaker will take best efforts to mark abandoned lines to include steam distribution based on available drawings.

13.2 Telephone and abandoned lines: For telephone and other lines that are not Navy owned, the USA Dig will be notified. Caretaker Utilities Manager will provide San Francisco Telecommunications with copy of approved Dig Permit (primary 415-550-2725, sec 415-550-2747). The Utilities Manager will coordinate marking of these lines. Abandoned lines will be marked if known based on Navy maps.

14.0 Maintenance of Government Furnished Vehicles: The Caretaker has full responsibility for maintenance and repair of Navy-provided vehicles, tools and equipment. The Navy may provide additional equipment, as it becomes available, to support the operation and maintenance at TI and YBI.

15.0 Environmental and Operating Permit Management: The Navy will remain permit holder for environmental and operating permits associated with utility systems at TI/YBI including any necessary administrative action to amend or extend permits that may be required until 1 April 2001 at which time permits will be terminated. The Caretaker will take necessary action to assume any permits required for the Caretaker's continuing operations prior to that date. Prior to termination of Navy held permits, and within the term of this agreement, the Caretaker will operate utilities in conformance with applicable permits and will perform regular monitoring and reporting required by these permits.

15.1 Storm Water Permit: The Caretaker will completely oversee all monitoring and reporting requirements of the Storm Water General Discharge Permit (issued by RWQCB) and the TI Storm Water Pollution Prevention Plan (sampling, laboratory analysis, and annual report preparation). For the entire duration of the Cooperative Agreement, the Caretaker will support the Navy in the enforcement of permit requirements and the abatement of non-compliance violations noted during tenant/lessee inspections.

Table 15-1

ENVIRONMENTAL PERMITS FOR WHICH THE CARETAKER WILL PERFORM
MONITORING AND REPORTING

<u>Item</u>	<u>Permit Type</u>	<u>Issuing Agency</u>	<u>Permit Number</u>	<u>Monitoring Required</u>	<u>Reporting Required</u>
001	NPDES permit for waste water treatment plant	California Regional Water Quality Control Board	CA0110116	Yes	Yes
002	Domestic Water Supply Permit	California Health and Welfare Agency	System No. 3810702	Yes	Yes
003	Permit to Operate all Air Emissions Sources	Bay Area Air Quality Management District	Plant #479	Yes	Yes
004	NPDES permit for storm water discharge	California Regional Water Quality Control Board	CAS000001 Order No.97-03-DWQ Facility WDID No. 238S012140	Yes	Yes

16.0 Responding to Environmental Hazards

16.1 Definition: Environmental hazards, for the purpose of this discussion, are defined as spills or releases of hazardous substances to the soil which pose potential hazards to Caretaker personnel attempting to perform utility systems maintenance or repair or which may pose a threat to human health in general or to the environment. This definition does not include hazardous materials that may be part of utility system equipment or facilities near utility system equipment such as lead or asbestos insulation or lead based paint.

16.2 Awareness: The Navy has undertaken an extensive program under its Installation Restoration Program (IRP) to document and remedy environmental hazards as defined above. Environmental conditions on the base are documented by the *BASEWIDE ENVIRONMENTAL BASELINE SURVEY (1995)*, *SITE SPECIFIC ENVIRONMENTAL BASE LINE SURVEYS (SSEBS)*, and by the *BRAC CLEAN-UP PLAN (BCP)*. Caretaker personnel engaged in utilities operations should be aware of these sources which show locations and types of contamination at NAVSTA TI/YBI in order to avoid unnecessary contact with contaminated soil. The Caretaker will coordinate with the Navy to obtain the most current maps and characterization of the hazards.

16.3 Procedures: Safety procedures normally observed by the Caretaker should be observed at all times in order to minimize contact with contaminated soil. The following procedures should be followed by Caretaker personnel in the event work is required in an area documented to contain contamination or if undocumented contamination is encountered or suspected.

16.3.1 Planned Excavations

16.3.1.1 In conformance with excavation permit request procedures provided under paragraph 12.0, above, the Caretaker will inform the Navy of the location and planned schedule for any excavation (see 12.1.1).

16.3.1.2 The Navy will provide disclosure of environmental conditions in or adjacent to the excavation area. Disclosure will be communicated to the Caretaker in writing in accordance with excavation request/permit procedures (see 12.1.3).

16.3.1.3 The Caretaker will perform the excavation in accordance with Caretaker health and safety practices, and any applicable Federal, State, or local regulations. The Caretaker will perform the excavation using any required protective equipment.

16.3.2 Unplanned Excavations

16.3.2.1 When soil contamination is encountered or suspected in the course of unplanned excavations, the Caretaker will cease work and immediately contact its Environmental oversight office. The Caretaker and the Navy may then evaluate conditions and determine a course of action.

16.3.3 Disposal

16.3.3.1 In any case in which contaminated excavation spoils are produced (either through an approved planned excavation or through an unplanned excavation) determination of proper management and disposition of the spoils will be the responsibility of the Caretaker.

16.3.3.2 The Caretaker shall be responsible for disposal of soil, water, and other contaminated materials generated as a result of Caretakers excavations.

Appendix A

UTILITIES TROUBLE/EMERGENCY CALL REPORTING PROCEDURES AND IMPORTANT CARETAKER/NAVY CALL LIST

GENERAL EMERGENCY NUMBER: (415)-550-4956, San Francisco City Distribution Division (CDD).

Normal Work Day: Routine service calls will be directed to the Caretakers Service Desk for Utility Services @ (415)-274-0333, or page at (415)-201-8452.

1. CDD will receive call, assign a Trouble Call Number (TC#) and record information in TI book.
2. CDD will dispatch trouble call to appropriate unit:
 - a. Water Problems – to on call team
 - b. Sewer Problems – (415)-648-6882
 - c. Electrical Problems – (209)-989-2099
 - d. Natural Gas Problems – call PUC “natural gas” plumbers, NOT PG&E
3. CDD will notify, in the order below, the following individuals for emergencies involving environmental issues, broken water mains, downed electric lines, loss of electric power to an area, any sewer overflow/spill, fire, or other emergency involving personal injury or significant property damage:
 - a. Charles Swanson (SF TI Utilities Manager) pager (415)-201-8452
 - b. Robert Mahoney (SF Facilities Manager) office: (415)-274-0662; Nextel: (415)-850-9696
 - c. LCDR Mike Gough (US Navy) pager: (415)-313-8194; Nextel: (415)-559-9939
 - d. If directed, or unable to contact those above, additional notifications for specific problems are (contact one of the following):
 - (1) Environmental Issues – LCDR Gough
 - (2) Civil Disturbance, Traffic or Fire – SF Police @ 911
 - (3) Facilities: LCDR Gough

APPENDIX B

Glossary of Terms and Abbreviations		
Term/abbreviation	Full term	Definition
BRAC	Base Realignment and Closure	Department of Defense initiative to "right size" the inventory of U.S. military installations. BRAC also refers to a set of laws passed with the FY93 and 94 defense appropriations acts which establish processes for promoting interim reuse of closed bases and for accelerating transfer of base property to the affected communities.
CA	Cooperative Agreement	A quasi-contractual instrument under which DOD components, such as the U.S. Navy can financially reimburse reuse authorities or affected communities for performing caretaking functions on closed bases.
Caretaker		The term used to refer to the reuse authority or community agency that takes over base caretaker functions under a cooperative agreement. In the case of NAVSTA TI/YBI, the Caretaker is the City and County of San Francisco.
EBMUD	East Bay Municipal Utility District	Local not-for-profit water company providing water to the east end of the Bay Bridge.
EFA West	Engineering Field Activity West	Field activity of the Naval Facilities Engineering Command which has responsibility for closure and disposal of Navy bases in the San Francisco Bay Area. All CSO's are organizational components of EFA West Code 60.
lessee / licensee		Holder of a lease or license issued by EFA West for use of facilities aboard a closed or closing BRAC installation. In general the lessee is the local reuse authority such as ARRA in the case of NAVSTA TI/YBI, Alameda.
NAVSTA TI/YBI	Naval Station Treasure Island	For the purposes of this SOP, NAVSTA TI/YBI is defined as Treasure Island and Yerba Buena Island.
CSO	Caretaker Site Office (Navy)	The Navy office established at a closed base to oversee the caretaker mission. This duty includes coordination of any Cooperative Agreement which may be established.
Navy Public Works	Navy, Public Works Center, San	The Navy's public works organization in the San Francisco Bay Area. PWCSFB has been the owner

Glossary of Terms and Abbreviations

Term/abbreviation	Full term	Definition
	Francisco Bay	and operator of utility systems on BRAC bases. The command was disestablished under the BRAC initiative on 26 Sept 1997.
PG&E	Pacific Gas and Electric Company	Local for-profit gas and electric utility provider.
Utilities PM	Utilities Project Manager	Individual assigned to utilities project management.
sublessee, sublicensee		Holder of a sublease or sublicense for use of facilities at NAVSTA TI/YBI.

SECTION III

CONSOLIDATED COST ESTIMATE AND DETAILED BUDGET SUMMARIES

9-27-2000 5:32PM

FROM "SO*TI" 4157434700

P. 3

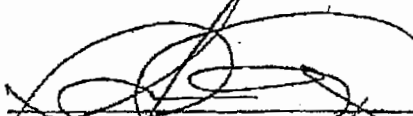
For the CITY AND COUNTY
OF SAN FRANCISCO
TREASURE ISLAND
DEVELOPMENT
AUTHORITY as Caretaker:

By: _____
MAYOR

For the U.S. Navy

By: Robert Boyer 9/28/02
ROBERT BOYER
Grants Officer

CLERK OF BOARD OF SUPERVISORS



ANNEMARIE CONROY
Treasure Island Development Authority Executive Director

APPROVED AS TO FORM:
LOUISE H. RENNE, City Attorney

By: _____
DEPUTY CITY ATTORNEY

9-27-2000 5:32PM

FROM "SO*TI" 4157434700

P. 2

UNITED STATES NAVY
 NAVAL FACILITIES ENGINEERING COMMAND
 WASHINGTON NAVY YARD
 1322 PATTERSON AVENUE SE, SUITE 1000
 WASHINGTON, DC 20374-5065

COOPERATIVE AGREEMENT
 NO. N62474-97-2-0003
 MODIFICATION P00008/10

COOPERATIVE AGREEMENT

GRANTEE: CITY AND COUNTY OF SAN FRANCISCO
 TREASURE ISLAND DEVELOPMENT AUTHORITY
 410 PALM AVE., BLDG 1, ROOM 237
 TREASURE ISLAND, SAN FRANCISCO, CA 94130

AUTHORITY: Section 2905(a)(1)(B) of Public Law 101-510

COOPERATIVE AGREEMENT MODIFICATION:

The purpose of this modification, in accordance with Section 701 of the General Provisions, is to extend the current FY 2000 Cooperative Agreement from 01 October 2000 to 31 December 2000 in accordance with Section 701 of the basic agreement.

As mutually agreed herein, by both parties, the costs of extended caretaker services shall be borne exclusively of and by the caretaker, maintaining the closed Naval Station Treasure Island in accordance with minimal caretaker levels meeting health and safety standards.

The agreement will remain subject to the terms and conditions as follows:

1. The general provisions, terms and conditions of the basic cooperative agreement remain unchanged.
2. Delete Functional Annexes (Annexes 3, 4 and 6), Table of Contents and Consolidated Cost Estimate, from Modification P00008 in their entirety.
3. Insert the Table of Contents, Functional Annexes (Annexes 3, 4 and 6) with their associated Technical Execution Plans, Consolidated Cost Estimate and Detailed Cost Summaries, as incorporated herein into the Cooperative Agreement.

As a result of this Modification, the total amount of the Cooperative Agreement remains the same at \$12,558,213.00.

PAYMENT WILL BE MADE BY: DFA\$ San Diego.

UNITED STATES NAVY
NAVAL FACILITIES ENGINEERING COMMAND
WASHINGTON NAVY YARD
1322 PATTERSON AVENUE SE, SUITE 1000
WASHINGTON, DC 20374-5065

COOPERATIVE AGREEMENT
NO. N62474-97-2-0003
MODIFICATION P00009

COOPERATIVE AGREEMENT

GRANTEE: CITY AND COUNTY OF SAN FRANCISCO
TREASURE ISLAND DEVELOPMENT AUTHORITY
410 PALM AVE., BLDG 1, ROOM 237
TREASURE ISLAND, SAN FRANCISCO, CA 94130

AUTHORITY: Section 2905(a)(1)(B) of Public Law 101-510

COOPERATIVE AGREEMENT MODIFICATION:

The purpose of this modification, in accordance with Section 701 of the General Provisions, is to extend the current FY 2000 Cooperative Agreement from 01 October 2000 to 31 December 2000 in accordance with Section 701 of the basic agreement.

As mutually agreed herein, by both parties, the costs of extended caretaker services shall be borne exclusively of and by the caretaker, maintaining the closed Naval Station Treasure Island in accordance with minimal caretaker levels meeting health and safety standards.

The agreement will remain subject to the terms and conditions as follows:

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As a result of this Modification, the total amount of the Cooperative Agreement remains the same at \$12,558,213.00.

PAYMENT WILL BE MADE BY: DFAS San Diego.

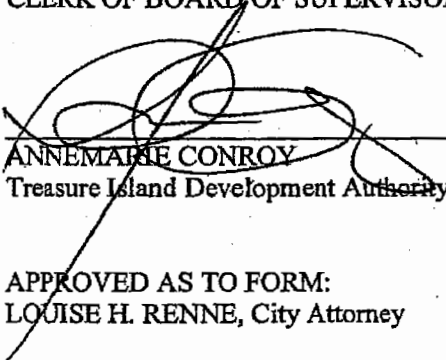
For the CITY AND COUNTY
OF SAN FRANCISCO
TREASURE ISLAND
DEVELOPMENT
AUTHORITY as Caretaker:

For the U.S. Navy

By: _____
MAYOR

By: _____
ROBERT BOYER
Grants Officer

CLERK OF BOARD OF SUPERVISORS



ANNEMARIE CONROY
Treasure Island Development Authority Executive Director

APPROVED AS TO FORM:
LOUISE H. RENNE, City Attorney

By: _____
DEPUTY CITY ATTORNEY

UNITED STATES NAVY
NAVAL FACILITIES ENGINEERING COMMAND
WASHINGTON NAVY YARD
1322 PATTERSON AVENUE, SUITE 2000
WASHINGTON, D.C. 20374-5065

COOPERATIVE AGREEMENT NO.
N62474-97-2-0003
MODIFICATION NO.: P00009

COOPERATIVE AGREEMENT

GRANTEE: CITY AND COUNT OF SAN FRANCISCO
TREASURE ISLAND DEVELOPMENT AUTHORITY
410 PALM AVENUE, BLDG 1, ROOM 237
TREASURE ISLAND, SAN FRANCISCO, CA 94130

AUTHORITY: Section 2905(a)(1)(B) of Public Law 101-510

COOPERATIVE AGREEMENT CHANGE

A. Delete the Accounting and Appropriation Data on P00008 and insert the following:

BL 1797XXXX0510 1634 0252 38411 0 068711 2A 000000 BBL000R033603	\$1,328,000.00
BM 1797XXXX0510 K500 0252 38511 0 068711 2A 000000 BM000R033603	\$ 512,000.00
BN 1797XXXX0510 K500 0252 38511 0 068711 2A 000000 BN000R033604	\$ 154,000.00
BO 1797XXXX0510 K500 0252 38511 0 068711 2A 000000 BO000R033605	\$ 89,333.34
	\$2,083,333.34

B. Modify Cooperative Agreement N62474-97-2-0002 to change the Grants Administration Office from Engineering Field Activity, West, to Southwest Division, Naval Facilities Engineering Command, effective 1 February 2000.

1. Modify Section 707 as follows:

Delete

Commanding Officer (Code 0224)
Engineering Field Activity West
Naval Facilities Engineering Command
900 Commodore Drive
San Bruno, CA 94066-5006
TEL: (415) 244-2409
FAX: (415) 244-2440

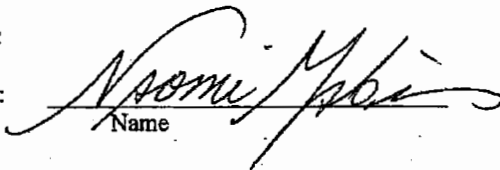
Insert

Commander (BRAC Contracts)
Southwest Division
Naval Facilities Engineering Command
1220 Pacific Highway
San Diego, CA 92132
TEL: (619) 532-4161
FAX: (619) 532-4160

2. All other provisions remain the same.

U. S. NAVY:

Approved by:


Name

Grants Administrator
Title

12 January 2000
Date



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SECTION I

REQUIREMENTS STATEMENT

LOCATION

This agreement concerns the operations, maintenance and protection of the closed Naval Station (NS) Treasure Island. NS Treasure Island closed operationally at the end of September 1997. The term "closed Naval Station Treasure Island" refers to those areas and facilities that have not been transferred to the United States Department of Labor, United States Coast Guard, or leased to the Caretaker.

The operation and maintenance of Navy facilities that are licensed or leased to the City of San Francisco are excluded from this agreement.

GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND MATERIAL

Government Furnished Property, Equipment and Material (GFP/GFE/GFM) is property, equipment, or material that is provided to the Caretaker to reduce the cost of this agreement or to assist the Caretaker in start-up. GFP/GFE/GFM held by the Caretaker continues to be owned by the Navy until consumed or returned. The Caretaker is responsible to provide proper care, maintenance, and security of GFP/GFE/GFM. Property, equipment, and material purchased by the Caretaker and reimbursed by the Navy is considered GFP/GFE/GFM.

ORGANIZATION

The agreement is divided into six (6) functional annexes. For ease of reading, each annex follows a standard format that is briefly described below.

1. Description

This paragraph generally defines the scope of services to be provided under the agreement.

2. Concept of Operations

This paragraph provides additional descriptions of the services, and operations and maintenance functions that are included in the annex. Standards for the services and functions are those of the service provider.

3. Technical Execution Plans (TEPs)

There is a Technical Execution Plan (TEP) appended to each annex within this document. Prior to this modification, the TEP(s) were separate documents. The TEPs are being appended to each of the functional annexes so that the result will be a fully integrated and self-contained document that is an integral part of this agreement. The OIC, Caretaker Site Office, will use these plans when developing the Navy quality assurance program.

The TEPs are management tools for both the City and the Navy. The TEPs form the technical basis for reimbursement by the Navy to the City for the work performed by the City in the process of assuming the ownership and management of Treasure Island. The City's budgets in Section III will track to the objectives of the TEPs.

The TEPs identify the method by which the Caretaker will keep the CSO informed as to job status, progress, backlog, scheduled completion dates, and work execution plans. They include a methodology for tracking and documenting reductions in workload and allowable cooperative agreement expenditures associated with leasing, licensing, or transfer of properties to the City of San Francisco or other entity.

The Caretaker will advise the Grants Administrator and the OIC, Caretaker Site Office, of significant changes to the plan.

4. Government Furnished Property/Equipment

This section, located in Functional Annex 5, refers to a list of government property and equipment that the Navy shall provide to the Caretaker for performing CA services and functions.

5. Section III, Consolidated Cost Estimate and Detailed Budget Summaries

This section contains consolidated cost estimates for the full term of the Cooperative Agreement. Costs may be reallocated among annexes with prior approval of the Navy Grants Administrator. Reallocations must occur within the term of the agreement, be within the original Cooperative Agreement scope, and not exceed the total estimated cost agreed upon in this modification for the total of all the annexes.

6. Allowability of Indirect Expenses

Article V Costs, Section 502, Advance Agreements on the Allowability of Costs, Part B of the basic cooperative agreement states "indirect costs, as such costs are defined in OMB Circular A-87, shall be unallowable". This does not mean that all indirect expenses are unallowable but that the allowability of indirect expenses will be governed by OMB Circular A-87.

TERMS AND ACRONYMS

Several terms and acronyms frequently appear in the text of the functional annexes. A list brief of these terms and acronyms follows:

Caretaker	The City of San Francisco
CA	Cooperative Agreement
CSO	The Navy Caretaker Site Office located at the closed Naval Station Treasure Island.
GFP/GFE	Government Furnished Property/Government Furnished Equipment
NS	Naval Station
SOP	Standard Operating Procedure
TIDA	Treasure Island Development Authority or Authority.
TI	Treasure Island
YBI	Yerba Buena Island

The term "closed Naval Station Treasure Island" refers to those areas and facilities that have not been transferred to the United States Department of Labor, United States Coast Guard, or leased to the Caretaker.

SECTION II

FUNCTIONAL ANNEXES

FUNCTIONAL ANNEX 1

POLICE, SECURITY, FIRE, AND EMERGENCY MEDICAL SERVICES

PART 1

LAW ENFORCEMENT SERVICES

1.1. Description

1.1.1. The Law Enforcement Services in this agreement is the same or similar to services provided by the City of San Francisco Police Department for public protection and handling of criminal offenses. Services apply to the closed Naval Station. These services include law enforcement under the jurisdiction of the court system of the County of San Francisco and the State of California. They also include police services and animal control services, as currently practiced by the City of San Francisco.

1.2. Concept of Operations

The Caretaker shall provide police services to the closed Naval Station Treasure Island in accordance with established standards of the City of San Francisco.

The Caretaker shall provide a response to all emergency and non-emergency calls for service, traffic enforcement, animal control services and other services normally provided by the San Francisco Police Department to the population of the City of San Francisco.

PART 1.A

SECURITY SERVICES

1.A.1. Description

1.A.1.1. Security services for the closed Naval Station (NS) Treasure Island includes management, supervision, and work execution required to protect government property (facilities and personal property) and control access to the Navy owned property.

1.A.2. Concept of Operations

1.A.2.1. The Caretaker, shall provide security services as described below.

1.A.2.2. The Caretaker shall establish 24-hour security patrols ~~to~~ for the former NS Treasure Island to control access and deter unauthorized entry to or removal of Navy-owned property.

1.A.2.3. All security personnel shall wear uniforms distinguishing them as part of an official security workforce. Security vehicles shall also have distinguishing security markings.

1.A.2.4. Security personnel shall have full-time radio communication capability with each other and with the San Francisco Police Department. Security personnel shall immediately call for a Police response if they detect any indication of a crime being committed or committed previously.

1.A.2.5. Security personnel are not authorized to carry firearms.

1.A.2.6. The Caretaker shall provide all supplies and equipment necessary to perform the security service.

PART 1.B

FIRE PROTECTION/SUPPRESSION AND EMERGENCY RESPONSE SERVICES

1.B.1. Description

The Fire Protection/Suppression and Emergency Response Services, hereinafter called the "Fire Protection", includes services which involve the operation of a fire reporting communications center, fire operations, fire prevention inspections, rescue, hazardous materials first responder, emergency medical first responder, and ambulance service. Maintenance of the fire protection facilities shall be accomplished under the Building Maintenance Services Annex (Annex 4) to this agreement.

1.B.2. Concept of Operations

The Caretaker shall provide Fire Protection services to the closed Naval Station Treasure Island in accordance with established standards of the City of San Francisco.

The Caretaker and the Navy shall work cooperatively to minimize/eliminate operations and maintenance costs for Fire Protection services for those areas of the closed NS that have limited or no reuse potential.

The Caretaker shall conduct fire inspections in all Caretaker Facility Maintenance Level I, II, III, and IV facilities. The term "Levels" refers to standards established by the Navy for Caretaker Levels as described in CNO letter Ser N444B dated 6 Oct 1994 located in the CSO's office.

The Caretaker shall conduct periodic visual inspections of fire alarm systems and fire protection systems (which include automatic sprinkler systems, standpipe systems, and other extinguishing systems). Routine inspections shall be performed on operational systems. Systems that have not been certified or are presently out-of-service or lacking proper maintenance or repair shall remain out of service or shall be placed in an out-of-service status by the Caretaker. Engineered fixed extinguishing systems shall be placed in an out-of-service status in all vacant buildings.

The Caretaker shall respond to release of hazardous materials for Naval Station property, and provide initial clean-up of such releases, except for releases due to Navy operations. Hazardous materials response shall include a response to spills which affect the surrounding bay waters directly or via the storm drain system.

The Caretaker shall incorporate the closed NS into the City of San Francisco's disaster preparedness and emergency management programs.

The Caretaker shall maintain maps, records, and drawings related to the Fire Protection function as listed in Technical Exhibit 1-1. All records and maps shall be available to the Navy upon request.

The Caretaker shall attend meetings involving all major changes to the infrastructure, building occupancy and use, demolition of structures, and planned public events that impact safe occupancy limits.

**TECHNICAL EXECUTION PLAN
FOR
ANNEX 1
PUBLIC SAFETY**

1. The missions of the San Francisco Police and Fire Departments, with regards to operations on Treasure Island and Yerba Buena Island (TI/YBI) are:

- a. To safeguard the well being of residents, employees and visitors to TI/YBI.
- b. To protect and insure the security of property and buildings located on TI/YBI.
- c. To interact and liaison with other local and federal government agencies located on the islands.
- d. To assist and coordinate efforts to maintain front gate security and prevent fires on TI/YBI.
- e. To proactively meet with residents and employees of the Islands and to engage in partnership and dialogue which will form the basis of future community problem solving efforts.
- f. To protect the lives and property on TI/YBI from fire, natural disasters, hazardous materials incidents.
- g. To save lives by providing emergency medical services.
- h. To prevent fires through prevention and education programs.

Assignment of Responsibility:

Police Department: Overall, responsibility for staffing and policing of the Islands will remain with the San Francisco Police Department, Treasure Island Station. Overall, operational command of police services will be the responsibility of Captain Rich Cairns.

Fire Department: Overall, responsibility for staffing and policy in regards to the Islands will remain with the Chief of the Fire Department or their designee. Overall, operational command will be the responsibility of the Chief of the Fire Department or his designee.

Staffing and Tours of Duty:

Police Department: Police staffing of the Islands will be on a continual 24-hour, seven-day a week basis. Deployment will be as follows:

Day Watch (0600-1600): One Captain, One Sergeant, Two Patrol Officers, and One Light Duty Station Officer.

Swing Watch (1400-2400): Two Patrol Officers.

Midnight Watch (2100-0700): Two Patrol Officers.

Supervision: Units assigned to the Islands shall be under the supervision of their respective unit supervisors. Supervisors shall remain available to respond to TI and YBI as needed. Supervisors will make periodic visits to their personnel on the Islands as part of their regular supervisory responsibilities.

Fire Department: Fire Department staffing of the Islands will be on a continual 24-hour, seven-day a week basis.

Deployment is as follows: Total Fire Department personnel assigned to the Islands currently consists of One Captain, six Lieutenants and 20 Fire Fighters. In addition, the Battalion Chief of District 03 and his aide have temporarily relocated their headquarters to Treasure Island Fire Station until further orders from

the Chief of the Department. Their staffing consists of 3 Battalion Chiefs and 3 Chief's Aides. Current daily staffing consists of 2 Officers and 4 Firefighters. They work on a 24-hour shift from 0800 to 0800. Additionally, Basic Life Support (BLS) Ambulance service has been established during 1999. Although a Battalion Chief and Chief's Aide are currently quartered at Treasure Island, they are not exclusively dedicated to the Islands. They are still responsible for their district in San Francisco that includes the Bay Bridge, Treasure Island and Yerba Buena Island. The above cited staffing levels shall be maintained, subject to the continued provision of necessary funding to support the staffing. However, minimum levels required for any San Francisco community will be maintained.

In addition to the current Fire Department staff on TI, in the case of an incident, the incident commander will have available to them any and all units of the San Francisco Fire Department including: the Fire Boat, Hazardous Materials Unit, Pollution Control Unit, Heavy Rescue Squads, Cliff Rescue, Water Rescue, Emergency Medical Service, etc. The department anticipates the assignment of one paramedic to the Islands on each watch in exchange for one firefighter on each watch in early to mid 2000.

Duties of Department:

Police Department: Upon arrival at TI/YBI, officers will meet with the off-going watch to exchange any pertinent information. Officers shall check the incident/information clipboard at the station prior to commencing patrol. Officers are responsible for the security of Island property, residents, and visitors. This entails the diligent investigation and documentation of any suspicious incidents, persons, vehicles, etc. that they encounter during their tour of duty. All incidents will be documented on incident reports, memoranda, or field interrogation cards, as appropriate. Officers will be responsible for conducting diligent patrol of the Islands unless they are engaged in investigations or report preparation at the Station. Officers will maintain a cooperative liaison with Treasure Island gate security, and respond promptly to any of their calls for assistance or back up. Officers will coordinate with the San Francisco Department of Animal Care and Control as required. Copies of all incident reports and memoranda will be maintained at the TI Station for informational purposes. Police personnel will maintain their presence on the Islands at all times. During the midnight watch, units may leave the Islands only for exigent circumstances, and with the permission of the supervisor.

Fire Department: The duties of the Fire Department will be to respond to structural fires, auto fires, trash fires, grass fires, vessel fires, medical emergencies, hazardous materials incidents, cliff rescues, water rescues, investigation of building alarms, and other emergencies on TI/YBI and the San Francisco Bay Bridge. Inspection and fire prevention programs will be administered by the Department's Bureau of Fire Prevention.

Points of Contact:

Police Department:
Commander Portoni 553-1527
Captain Cairns 984-0642 pager: 998-8487
Sergeant McCloskey 984-0645 pager: 804-5349
Officer Clyburn 984-0645
Officer Achim
Officer Schlink
Officer Gaan
Officer Kosewic
Officer Marchand
Officer Barker
Officer Fox

**Officer Frenkel
Points of Contact:**

Fire Department:	
Emergency Number	911
Division 1	558-3501 or 558-3213
Firehouse Business	558-3248

FUNCTIONAL ANNEX 2

TELEPHONE CABLE MAINTENANCE SERVICES

2.1. Description

2.1.1. The telephone cable system for the closed Naval Station (NS) Treasure Island consists of all existing cables, conduits, connections, and terminals located throughout the base with the exception of cable plant, conduit and related infrastructure which is owned by the local service provider (providing service to housing and lodging facilities). The system is located primarily underground running through utility ducts accessible through manholes. Termination boards are located in building structures. The main termination board is located in Building 1.

2.2. Concept of Operations

2.2.1. Lease of the Telephone Cable System to the Treasure Island Development Authority: The Navy owned utility infrastructure serving former Naval Station Treasure Island, including the telephone cable system, may, subject to the prior approval of the Authority and the San Francisco Board of Supervisors, be leased to the Authority. In that event, the continued operation of the telephone cable system by the Caretaker would be subject to the provisions of that lease. Accordingly, provision of this Agreement pertaining to maintenance of the telephone cable system would be void upon execution of such a lease.

2.2.2 Operations Under This Agreement Prior to Leasing

2.2.2.1 The Caretaker, will maintain the telephone cable system in an operable condition.

2.2.2.2 The Caretaker and the Navy will work cooperatively to minimize/eliminate maintenance costs for the system that serves those areas of the closed NS with limited or no reuse potential.

2.2.2.3 The Caretaker shall conduct system maintenance and repairs necessary to provide a safe, operational telephone cable system. The Caretaker and the Navy will work cooperatively, using sound engineering judgment, to identify optimum corrective solutions for system deficiencies.

2.2.2.4 The Navy will provide a full set of maps and drawings related to the telephone system to the Caretaker. Subsequently, the Caretaker will maintain such maps and drawings and will make them available to the Navy, upon request, to provide documentation in support of system conveyance.

2.2.2.5 The Caretaker will normally provide the Navy Caretaker Site Office with a minimum of 1-week notification of scheduled service outages.

**TECHICAL EXECUTION PLAN
FOR
ANNEX 2
TELEPHONE SERVICES**

1. The following procedure is to be used by City Departments on Treasure Island/Yerba Buena Island (TI/YBI) when reporting trouble with telephone services:
 - a. The Department will call (415) 550-2747 Department of Telecommunications and Information Services (DTIS) Dispatcher and report the trouble, giving as much detail as possible.
 - b. DTIS Dispatcher will open a trouble ticket with Pacific Bell or dispatch a DTIS Technician to the site.
 - c. Pacific Bell will close the ticket with the DTIS Dispatcher or report that the service is good to the Main Point of Entry (MPOE).
 - d. Lucent Technologies will clear the trouble with the Dispatcher.

2. The following procedures will be used by non-City Entities on TI/YBI when reporting trouble with their telephone services:
 - a. Client will follow their internal trouble reporting procedures.
 - b. If Pacific Bell determines that the service is good to the MPOE, and a problem still exists, then Pacific Bell will contact the DTIS Dispatcher at (415)550-2747.
 - c. DTIS Dispatcher will contact Lucent Technologies and open a trouble ticket for cable troubleshooting.
 - d. Lucent Technologies will clear the trouble with the Dispatcher. Any charges for repairs will be passed along to the client.

3. Preventative Maintenance of cable trunks and switch gear shall be per the Cooperative Agreement. Any outstanding repairs shall be reported weekly during the Navy/City meeting.

FUNCTIONAL ANNEX 3

GROUNDS MAINTENANCE SERVICES

3.1. Description

3.1.1. Grounds maintenance services for the closed Naval Station (NS) Treasure Island includes management, supervision, and work execution required to provide caretaker level maintenance and repair to improved grounds. The grounds maintenance function includes grass cutting, irrigation, weed control, tree trimming and removal, litter control, perimeter fence repairs, roadways, and culvert cleaning.

3.1.2. Grounds maintenance services include coverage of the entire closed NS. Grounds maintenance services shall not be provided for areas under control of the USCG, DOL, and leased or licensed property to the Caretaker.

3.2. Concept of Operations

The Caretaker shall perform grounds maintenance work to all areas on closed Naval Station Treasure Island that have not been transferred to the Department of Labor or the United States Coast Guard, and have not been leased to the Caretaker. Grounds maintenance shall be performed to two standards:

Level 2 Services

Turf Grass Mowing and Associated Cleanup: Turf areas shall be mowed an average of two times per month. Turf grass height shall be maintained between 2 inches and 4 inches at all times. Prior to mowing, all trash, papers, and other debris shall be removed from turf areas. Surface imperfections such as gopher mounds shall be leveled out. All edges along curbs, sidewalks, roadways, and other paved areas, and around light poles, hydrants, light guards, and signs shall be trimmed once per month. Tree wells shall be maintained around all trees and large shrubs growing in lawn and turf areas. All clippings shall be cleared from walkways, roadways, and other paved areas.

Trees and Shrubs: All trees and shrubs shall be pruned to provide safe passage, maintain a healthy and pleasing appearance, and prevent interference with pedestrians and vehicular traffic. Trees and shrubs shall be treated as necessary to prevent disease, fungus, and insect damage. Shrub beds shall be kept free of weeds, debris, sucker growth, and dead plant material.

Irrigation: Minimum irrigation shall be performed in a manner that promotes good appearance of landscaped areas. Irrigation shall include the watering of lawns, shrubs, trees, ground cover and containerized plants. Caretaker shall provide back-flow prevention devices approved by the San Francisco Department of Public Works on all hoses that are used for watering and all connections made to fire hydrants.

Weed control in Paved Areas: Weeds shall be removed from all asphalt and other paved areas. Herbicides shall be applied to prevent re-growth.

Policing, Debris Removal, and Storm Damage Cleanup: All maintenance areas shall be policed at least twice per month to remove debris, leaves, paper, dead limbs, bark, pine needles, etc. Debris, silt, and vegetation shall be removed from gutters, curb inlets, and gratings. Debris from storms shall be removed as soon as possible.

Playground, Sandboxes, Ball Fields, and Tennis Courts: Playgrounds, sandboxes, ball fields, and tennis courts shall be kept free of weeds and debris. Sandboxes shall be raked once a week to remove foreign objects.

Level 3 Services

Mowing and Associated Cleanup: Grass and weeds shall be cut 12 times per year. Prior to mowing, all trash and debris, including leaves, paper and other objects within the maintenance area shall be removed. Grass/weeds shall be maintained at a uniform height of not less than 2 inches and not more than 5 inches.

Trees and Shrubs: All trees and shrubs shall be pruned as required to encourage proper health and to maintain a pleasing appearance. Any extensive pruning or "cut back" shall be accomplished in the winter or during the dormant season. Ivy and ground cover shall be kept a minimum of eight inches (8") from shrubs and trees. Shrub beds shall be kept free of weeds, debris, sucker growth, and dead plant material.

Weed Control in Paved Areas: Weed shall be removed from all asphalt and other paved areas four times per year. Herbicides shall be applied to prevent re-growth.

Policing, Debris Removal, and Storm Damage Cleanup: All maintenance areas shall be policed at least twice per month to remove debris, leaves, paper, dead limbs, bark, pine needles, etc. Debris, silt, and vegetation shall be removed from gutters, curb inlets, and gratings. Debris from storms shall be removed as soon as possible.

Playground, Sandboxes, Ball Fields, and Tennis Courts: Playgrounds, sandboxes, ball fields, and tennis courts shall be kept free of weeds and debris. Sandboxes shall be raked once a week to remove foreign objects.

Irrigation: Level 3 areas shall not include any irrigation.

3.2.2. The Caretaker shall provide a Facility Manager who shall manage all functions related to Grounds Maintenance.

3.2.3. The Caretaker shall provide Facility Inspectors who shall execute the facility inspection program in conjunction with the Navy CSO staff. The Facility Inspectors shall work directly for the Facility Manager.

3.2.4. The Caretaker and the Navy shall work cooperatively to minimize/eliminate operations and maintenance costs for grounds which have limited or no reuse potential.

3.2.5. The Caretaker shall provide all supplies and equipment necessary to perform the grounds maintenance service, except as indicated in 3.4 below.

3.2.6. The Caretaker execution workforce shall occupy and use the City Department of Public Works spaces in Public Works Department spaces in Building 325 as a local shop and storage space.

**TECHICAL EXECUTION PLAN
FOR
ANNEX 3
GROUNDS MAINTENANCE**

1. Per the contract between TIDA and Rubicon Enterprises, dated March 1999, the grounds maintenance of the Islands will be maintained in an appropriate manner. The monthly invoice for these services, under the requirements of the Cooperative Agreement, will be per Annex 5, Financial Management.
2. The Caretaker Site Office Treasure Island holds a copy of the contract, for historical and quality assurance purposes.

FUNCTIONAL ANNEX 4

BUILDING AND ROADS MAINTENANCE SERVICES

PART 1: BUILDING MAINTENANCE

4.1. Description

4.1.1. Building Maintenance Services for the closed Naval Station (NS) Treasure Island includes management, supervision, and work execution required to provide caretaker level maintenance and repair to Navy owned buildings and structures which are vacant and laid-away pending reuse. The number of facilities covered by this agreement shall decrease as buildings and land parcels are leased to the City of San Francisco for reuse. All building systems are covered by this annex, including structural systems, electrical systems, mechanical systems, roofing systems, fire suppression/alarm systems, and installed related equipment, such as elevators and hoists. Pest control within buildings is also included in this annex. The level of maintenance effort for any particular building shall be in accordance with Navy policy on facilities in layaway status (provided separately from this agreement) and the designated "caretaker level" assigned by the Navy CSO in coordination with the City of San Francisco related to reuse potential. In general, maintenance work shall be performed to a level that limits deterioration by providing a weather-tight facility secure from entry. "Improvements" to buildings in a layaway status are not allowable under this agreement.

4.1.2. This functional applies to the areas on the "Closed Naval Station Treasure Island".

4.1.3. The Caretaker shall use a portion of Building 1 and Building 225 for performance of the Building Maintenance Services function.

4.2. Concept of Operations

4.2.1. The Caretaker shall perform building maintenance work on structures in accordance with Caretaker standards and special requirements for "Historical" buildings, which will be finalized in a separate document.

4.2.2. The Caretaker shall provide a Facility Manager, who shall manage all functions related to Building Maintenance Services and Roads/Grounds Maintenance covered in Annex 5.

4.2.3. The Caretaker shall provide Facility Inspectors who will execute the facility inspection program in-conjunction with the Navy CSO staff. The Facility Inspectors shall work directly for the Facility Manager.

4.2.4. The Caretaker shall perform the majority of the work effort of this function using in-house City of San Francisco Public Works Department personnel and supervision, including both field and technical engineering support. The Caretaker may obtain specialty functional support via contract.

4.2.5. The Caretaker shall provide 24 hour, on-call, emergency response and repair capability to secure situations that threaten the property, such as broken water pipes, secondary electrical failures, significant roof leaks, etc.

4.2.6. The Caretaker shall inspect buildings according to established schedules to identify required building maintenance work. The Caretaker shall order required work for accomplishment by in-house personnel or contract.

4.2.7. The Caretaker shall also maintain active buildings under this agreement used by the Navy and City of San Francisco Caretaker staffs including those used by the CSO, CA Manager, Facility Manager, Fire Department, Security and Public Works. The maintenance work for these buildings includes emergency/service calls and boiler maintenance. The Caretaker will provide all supplies and equipment necessary to perform the building maintenance service.

4.2.8. The Caretaker shall pickup, store and dispose of any abandoned waste on the closed NS Treasure Island, including YBI, per applicable regulations. This does not include waste generated by Navy environmental remediation work.

The Caretaker shall properly store all Hazardous Materials and Hazardous Waste it handles, other than such materials and waste generated by Navy operations. The Caretaker shall not use the Navy's Hazardous Waste Generator Identification number for disposal of Hazardous Materials and Hazardous Waste not generated by Navy operations.

PART 2: ROADS MAINTENANCE

4.A.1. Description

4.A.1.1. Road services includes management, supervision, and work execution required to provide maintenance and repair to paved roadways at a level not less than Caretaker's standards for the City. The roads maintenance function includes asphalt repair, concrete repair, street striping, street sweeping, roadway above ground culvert cleaning, traffic signage repair, and sidewalk repairs.

4.A.1.2. Roads maintenance services include coverage of the entire closed NS. Roads maintenance services shall not be provided for areas under control of the USCG, DOL, and leased or licensed property under this agreement.

4.A.2. Concept of Operation

4.A.2.1. The Caretaker shall perform roads maintenance work on the entire closed base in accordance with City standards in two levels:

Level A is the standard level of maintenance used for areas with public access and active interim reuse in the local area.

Level B is the level of maintenance used in areas of little to no public access with no interim reuse in the local area.

4.A.2.2. The Caretaker shall provide a Facility Manager who shall manage all functions related to Roads Maintenance and Building Maintenance.

4.A.2.3. The Caretaker shall provide Facility Inspectors who shall execute the facility inspection program in conjunction with the Navy CSO staff. The Facility Inspectors shall work directly for the Facility Manager.

4.A.2.4. The Caretaker shall work cooperatively with the Navy CSO staff in the execution of work associated with this functional.

4.A.2.5. The Caretaker shall perform the majority of the work effort of this functional using contracted support through the City Public Works Department.

4.A.2.6. The Caretaker and the Navy shall work cooperatively to minimize/eliminate operations and maintenance costs for roads which serves those areas of the closed NS that have limited or no reuse potential.

4.A.2.7. The Caretaker shall pickup, store and dispose of any abandoned waste on the closed NS Treasure Island, including YBI, per applicable regulations. This does not include waste generated by Navy environmental remediation work.

The Caretaker shall properly store all Hazardous Materials and Hazardous Waste it handles, other than such materials and waste generated by Navy operations. The Caretaker shall not use the Navy's Hazardous Waste Generator Identification number for disposal of Hazardous Materials and Hazardous Waste not generated by Navy operations.

The Caretaker shall provide all supplies and equipment necessary to perform the building maintenance and roads maintenance service.

4.A.2.8. The Caretaker execution workforce shall occupy and use the City Department of Public Works spaces in Public Works Department spaces in Building 225 as a local shop and storage space.

**TECHICAL EXECUTION PLAN
FOR
ANNEX 4
BUILDING AND ROADS MAINTENANCE**

1. Purpose

This document provides operational procedures for the management of maintenance and repairs to roads and facility structures on Treasure Island (TI) and Yerba Buena Island (YBI). Included are responsibilities for furnishing professional engineering support services, and the management of the Plan Room located in Building one. This plan is a working document and may be changed, altered, amended or revised due to actual field conditions, circumstances or mutual agreement.

2. Work Execution for Buildings and Roads Maintenance

Offices and Work Spaces: Office space in Building 1 is the Department of Public Works (DPW) base of operations, office space and contact point with other agencies, departments and civilians. The fenced, lockable and paved area surrounding building 225 (auto/hobby shop) is currently being used by DPW to store vehicles and equipment. Building 225 itself is used for storage, repair, and a staging area and as auxiliary offices.

Employee Assignment: Line and or staff personnel are assigned to fulfill the DPW duties and responsibilities at Treasure Island in the most economical and efficient way possible. Therefore, the on site DPW personnel will confine their role to Cooperative Agreement responsibilities except as specifically requested and funded by the Office of the Mayor's Treasure Island Project.

On site personnel will be assigned from but not limited to Stationary Engineers or other crafts and personnel. All assigned or dispatched personnel will be journey level craft persons, construction laborers, custodial personnel, or an appropriate level manager or supervisor.

Regular Inspection and Maintenance of Facilities Covered by the Cooperative Agreement: Regular inspections will be conducted along with routine maintenance by on-site staff or assigned craft personnel as required to maintain those structures mutually agreed upon by the U. S. Navy and the City under the Cooperative Agreement. Major repairs when and if authorized will be assigned to the Bureau of Building Repair, DPW Craft Shops or contracted out. Maintenance and repair of alarm systems, fire suppression systems, roofing, elevators, hoists and other specialized systems will be contracted out to private vendors as deemed appropriate by DPW.

Levels of inspection and maintenance undertaken and performed will be determined by the lay up levels [lay up levels are synonymous with maintenance levels as used here] as specified in CNO letter Ser N444B dated 6 Oct 1994. Inspection and repairs performed will follow guidelines in the referenced Building Repair caretaker Maintenance Schedule. Any disagreements on interpretation by DPW of actual levels or condition encountered or recorded should be reduced to writing and presented to the City and County by the Navy for discussion, interpretation and mutual decision. City and DPW interpretations will prevail and be undertaken unless specific disagreement are brought to their attention and agreed to by the City.

Tenant Occupied and Non-Cooperative Agreement Facility Maintenance and Repair: Tenants (private or public) of facilities and other departments may contract with the Bureau of Building Repair, DPW for facility management or repair services through Interdepartmental Work Orders. All work order services will be completed expeditiously and according to prevailing industry standards. Scheduling of regular or one-time repair will be at the availability of materials and personnel. Emergencies involving life, health or safety issues will receive priority status.

Street and Grounds Maintenance: The Bureau of Building Repair will maintain liaison with those DPW entities responsible for street and grounds maintenance at the Treasure Island/Yerba Buena site. The Bureaus of Street Environmental Services and Street Repair will report to Building Repair on conditions, regular schedules of work, and problems that arise from these areas. The Bureaus will report, through appropriate channels, on a regularly basis to the Navy. Both Street Environmental Services and Street Repair will maintain complete records of all work, repairs and costs. Regular street cleaning undertaken by the Bureau of Street Environmental Services will be confined and specifically limited to regular mechanical sweeping of paved streets covered by the Cooperative Agreement but not those covered by a lease or license agreement. Repair and maintenance of streets by the Bureau of Street Repair will be confined to those paved streets covered by the Cooperative Agreement but not those covered by a lease or license. Actual repairs will be confined to reasonable repairs or emergency backfill after notification of a problem or circumstance. Resurfacing of streets by the Bureau of Street Repair will be done with prior approval by the Navy.

2B. Work Execution for Professional Engineering and Plan Room Services

DPW will provide engineering support as required for the proper maintenance and repairs of the roads and facility structures on TI and YBI. Engineering support will include DPW coordination efforts with other City agencies, and technical expertise involving the civil, electrical, mechanical, structural, architectural, and landscape architectural fields.

Plan Room management will be established to facilitate retrieving plans previously organized by the Navy. DPW does not intend to have full-time staff stationed at TI to provide Plan Room related services. However, DPW through its Bureau of Engineering will dispatch personnel to TI to provide Plan Room related services on an as-needed basis. Procedures will be implemented to provide documents to requesters timely.

Reproduction equipment turned over by the Navy is limited to small-scale reproductions only. Reproduction equipment does not have reducing or enlarging capabilities. DPW will implement procedures to use reproduction services provided by an outside vendor. To recoup reproduction costs which are not charged to the Navy, DPW intends to charge a flat fee of \$5.00 per sheet (irrespective of drawing size) when such outside reproduction services are utilized. Payment shall be by check made payable to DPW, and shall be due at the time of document pickup.

To properly manage control of the Plan Room, access will be limited to only DPW personnel. All requests for plans and reports shall be directed to (415)558-4061 or (415)558-4067.

3. Reporting Procedures

The Mayor's Office and the Navy will schedule regular meetings on site. The purpose of the these meetings will be to:

- report on the previous work and events
- report on special work scheduled for the next period of time
- report on grounds and streets as appropriate
- advise the Navy and Mayor's Office of possible future problems

Records of all inspections, deficiencies noted, and corrections made will be recorded and available for review by the Navy upon request and sufficient notice. A log of all Plan Room requests received will be provided to the Navy on a monthly basis.

Around the clock emergency response will be available through the Department of Public Works. During normal business hours, calls should be placed to the Bureau of Building Repair personnel stationed at Treasure Island either at their offices or pager numbers. If Building Repair personnel are not immediately available at the Naval Station, a Project Coordinator at our Bureau offices at Telephone (415) 695-2030 can be contacted for assistance. Emergency calls after hours, on weekends and holidays should be placed to the Department of Public Works Emergency Hotline at (415) 695-2020. Requests for assistance through the Department's Hotline will be directed 7-days a week to the appropriate Operations bureau or other entity.

4. Allocability and Voucher Preparation

An existing computerized system will be utilized to track costs for both labor and materials. Costs for work covered under the Cooperative Agreement will be encumbered and charged against Mayor's Office funds that have been work ordered to the Department of Public Works through the City Work Order system. Those Navy funds allocated to the Department of Public Works for work undertaken under the Cooperative Agreement will have a single identifying Job Order Number. All work performed under the Cooperative Agreement will be charged to and identified by this number. Non-Cooperative Agreement work requested by the Mayor's Office Treasure Island Project will be charged and identified by a different and separate Job Order Number provided by the Mayor's Office. The Department of Public Works will, in general, defer the interpretation of, direction to perform and responsibility for deciding whether any particular work, job or project should be charged against funds encumbered for Cooperative Agreement work to the Mayor's Office Treasure Island. Work requested by and performed for other City departments or other entities at the closed Naval Station will be charged to and identified by separate Job Order Numbers.

In cases of life, health or safety, only remedial repairs or procedures to alleviate an immediate threat will be undertaken without prior approval.

5. Animal and Pest Control

Any animal or pest control problem mutually considered by the Navy and the City to be covered by the Cooperative Agreement will be referred to private vendors as approved by the City or deemed appropriate by the Department of Public Works. Pest Control services will be conducted in accordance with the Integrated Pest Management Policy adopted by the City and attached.

6. Recall List

A limited, current and updated telephone list will be provided to the U. S. Navy and the Mayor's Office Treasure Island Project staff. The Mayor's Office, Navy and tenants are directed to use the Department of Public Works Emergency Hotline at Telephone (415)695-2020 to obtain assistance or request off hour response of DPW personnel.

Vehicle Logistics

1. Purpose

The purpose of this section is to delineate the conditions, locations, and maintenance of Navy vehicles assigned to the Department of Public Works.

2. Vehicle Use and Assignment

The Navy assigned vehicles to the Department of Public Works, Bureau of Building Repair. These are used by on-site personnel and shops located within the City to transport personnel and materials to, from and around Treasure Island. In order to utilize, maintain, and fuel these vehicles, however, it is necessary to park the vehicles at various San Francisco Public Works locations for periods of time up to several days depending on servicing requirements and staffing availability. The vehicles not assigned to a specific shop serving Treasure Island will be stored inside the locked enclosure surrounding Building 225 (Auto Hobby Shop).

3. Department of Public Works Responsibilities

DPW assumes primary responsibility for performing regular vehicle maintenance and repairs. All service and fueling will be accomplished through the City Purchaser's Central Shops, funded through the Mayor's Office to DPW for the Treasure Island Project. In addition, vehicles assigned to DPW will have a number assigned and placed on vehicle front doors along with a City Seal. Navy identifying numbers and lettering will be retained through the course of this agreement.

4. General Conditions of Use

Vehicles will in general be reserved for service of the closed Naval Station facilities. The Department reserves the right to substitute City owned vehicles for servicing Treasure Island if maintenance, equipment, or scheduling requirements so indicate.

FUNCTIONAL ANNEX 5

PERSONAL PROPERTY MANAGEMENT AND COOPERATIVE AGREEMENT SERVICES

5.0 Personal Property Management

5.1 Description

5.1.1. The Personal Property Management Service for the closed NS Treasure Island includes the management and work execution resources necessary to maintain accountability for government owned personal property remaining at the closed base. The personal property is grouped into several broad categories, including property staged for reuse, property issued for reuse, property issued to the Caretaker to support the cooperative agreement, and property retained by the Navy to support CSO operations.

5.1.2. The personal property is stored in various locations throughout the closed NS. Items with a value of greater than \$5,000 are inventoried and listed individually in a personal property database developed by the Navy. Items of less than \$5,000 are in bulk inventory and listed by bulk line item in the database.

5.2 Concept of Operations

5.2.1. The Caretaker will provide a Personal Property Manager who will manage all functions related to the control and accountability of all remaining government owned personal property, including storage, security, inventory, issue/receipt, and data base maintenance.

5.2.2. The Caretaker will cooperate with the Navy CSO staff in the execution of work associated with this function.

5.3 Government Furnished Property/Equipment (see the Technical Exhibits section to this annex)

5.3.1. The Caretaker shall manage and update changes to the GFP/GFE Technical Exhibits and submit updated copies to the Navy for review.

FUNCTIONAL ANNEX 5.A

COOPERATIVE AGREEMENT MANAGEMENT

5.A. Cooperative Agreement Management

5.A.1. Description

5.A.1.1. The Cooperative Agreement Management function has six primary purposes: provide dedicated, over-arching execution management of the entire agreement, coordinating execution among Police, Fire, Public Works, City support staff, and City contractors (including utility companies) providing support to this agreement.

- a. coordinate directly as one component of a three-part management team with both the local Navy Engineering Field Activity West (EFA West) representatives and City of San Francisco staff.
- b. provide resources for City general and administrative (G&A) costs incurred by the City in support of this agreement, including senior City management support, personnel administration, legal counsel, information systems support, contracting support, and financial management support.
- c. provide dedicated information system capability to construct and maintain a bridge from Navy controlled information to City controlled information.
- d. provide dedicated financial management capability to ensure all Caretaker costs that are allowable and allocable to this agreement are captured.
- e. provide dedicated management of plan and blueprint inventory, distribution, and copying of repository located in room 14A of Building 1.

5.A.2. Concept of Operations

5.A.2.1. The Caretaker shall provide a Cooperative Agreement (CA) Manager to lead and manage the City's efforts under this agreement. This CA manager shall coordinate directly with the Director of City of San Francisco Treasure Island Project Staff, the Director of Public Works, the Chief of Police, the Chief of Fire Department, and other City staff members. The CA Manager shall be the City's primary point of contact to the Navy on all matters related to this agreement.

5.A.2.2. The CA Manager shall participate in the development of the full range of functional management plans. The CA Manager shall ensure the functional management plans are carefully developed and submitted for Navy approval by the dates required.

5.A.2.3. The CA Manager shall maintain important data, records, maps, and drawings related to the closed Naval Station.

5.A.2.4. The Caretaker shall establish and maintain appropriate accounting records required to satisfy applicable Federal audit requirements and as backup information for invoices provided to the Navy for payment.

5.A.2.5. The CA Manager and staff shall work cooperatively with the Navy and City of San Francisco staff to develop integrated management processes to ensure effective and efficient use of resources.

5.A.2.6. The CA Management staff shall collocate with the Navy CSO in Building 1 on the closed NS.

5.A.3. Invoice Verification Procedures

5.A.3.1. Quality Assurance Inspections

5.A.3.1.1 The Caretaker shall provide a copy, upon request, of the Caretaker work order listing for all work ordered under the Cooperative Agreement to the CSO OIC.

5.A.3.1.2 The CSO OIC or his designated representative will annotate the work order listing showing the projects, scheduled for completion during the current month, that will be inspected. The listing will then be returned to Caretaker.

5.A.3.1.3. The CSO OIC or his designated representative shall conduct inspections documenting findings using an Inspection Form, and file this form in the monthly invoice verification file for the current month located in the CSO Cooperative Agreement files.

5.A.3.2. Invoice Verification

5.A.3.2.1. The Caretaker shall provide copies of both the *Monthly Expenditure Summary Report* and the detailed *Cooperative Agreement Monthly Reports* to the CSO OIC as soon after their publication as possible (generally the second week of month following the report period). *The Monthly Expenditure Summary Report* is a report prepared by the Caretaker that provides a summary of the current FY budget, direct and indirect costs expended during the month, total monthly costs, cumulative annual costs, FY balance, percent of budget expended and previous month cumulative costs for each budget line item. The detailed *Cooperative Agreement Monthly Report* is a report prepared by the Caretaker which summarizes costs by Work Order No., function charged (or type work accomplished), employee no., date charged, and labor, material, equipment, contract costs, and total costs.

5.A.3.2.2. The CSO OIC or his designated representative will review these reports, applicable Work Request Authorizations, and all inspection reports.

5.A.3.2.3. If no questioned or disallowed costs are noted, the CSO OIC or his designated representative shall forward the invoice (Standard Form 1034 and Standard Form 1035A) to the Grants Administrator for processing of payment. The CSO OIC shall also complete a copy of the Invoice Verification Memorandum and forward this memorandum to the Grants Administrator.

5.A.3.2.4. For any questioned or disallowed costs, the CSO OIC will schedule a meeting with Caretaker to review and reconcile the disputed costs. The meeting will be scheduled to occur within five working days of receipt of Monthly Expenditure Summary Report and the detailed Cooperative Agreement Monthly Report.

5.A.3.2.5. During the meeting outlined above, the CSO OIC, and/or his designated representative, and Caretaker will reconcile all problem areas found by the CSO OIC during the review. The Caretaker will take informal meeting minutes indicating agreed upon changes and disputes and provide a copy to the CSO OIC. The Caretaker will make any agreed upon corrections and resubmit a corrected copy of the monthly expenditure summary to the CSO OIC within two working days of the meeting.

5.A.3.2.6. Immediately upon resubmittal of the corrected copy of the Monthly Expenditure Report, the CSO OIC shall submit the invoice (Standard Form 1034 and Standard Form 1035A) to the Grants Administrator for payment.

5.A.3.2.7. Where Agreement cannot be reached between the parties with regards to the contents of the invoice, the disagreement will be noted and dispute remedied as stipulated under Article X of the Cooperative Agreement.

Copies of all documentation referenced above shall be filed in the CSO invoice verification file.

**TECHICAL EXECUTION PLAN
FOR
ANNEX 5
FINANCIAL & PERSONAL PROPERTY MANAGEMENT PLAN**

FINANCIAL MANAGEMENT PLAN

This Technical Execution Plan (TEP) for Financial Management will guide the allocation of expenses reimbursable under the Cooperative Agreement between the Treasure Island Development Authority (Authority) and the U.S. Navy and expenses that are not reimbursable under the Cooperative Agreement.

The Authority and the Navy entered a Cooperative Agreement (CA) to assist the Authority with the maintenance of the facilities and infrastructure of the former Naval Base Treasure Island (which includes the portions of both Treasure Island and Yerba Buena Island owned by the Navy) on behalf of the Navy; while the Authority and the Navy negotiate the conveyance of the former Navy base TI. The CA establishes six categories of activities or functions, the Authority will perform for the Navy, as well as a budget for each, as summarized in Table 1, "Cooperative Agreement Services". Additionally, the Authority has leased from the Navy various TI buildings and facilities for interim uses during the negotiation period. The expenses the Authority incurs to maintain and operate buildings and facilities it leases are excluded from reimbursement under the CA.

The Authority established Index Code 210029 to account for the services it performs which are potentially reimbursable for the period October 1, 2000 through December 31, 2000. The Authority may incur expenses which are greater than the amounts shown in Table 3, CA Invoice Schedule, however, the Navy will not reimburse the Authority for amounts greater than shown in Table 3.

Expenses not reimbursable under the CA will be charged to other Index Codes based on the location and activities the Authority is authorized to undertake through its leases with the Navy. These Index Codes are summarized in Table 2, "Treasure Island Development Authority Budget Summary by Index Code". Note that the expenses the Authority incurs to maintain and operate buildings and facilities it leases are excluded from reimbursement under the CA.

The Authority will bill the Navy monthly for expenses incurred under the Cooperative Agreement. For all functions the Authority will bill at the rate of 1/12 of the agreed maximum annual expense and summarized in Table 3.

Functional Annex	Description	Index Code 210011 Budget
1	Public Safety (Police, Fire, Security, Emergency Medical)	\$0
2	Telephone Cable Maintenance	\$0
3	Grounds Maintenance	\$55,000.00
4	Building and Roads Maintenance Services	\$25,000.00
5	CA & Personal Property Management	\$0
6	Utility Services & Maintenance	\$63,140.00
	TOTAL	\$143,140.00

Index Code	Description	Budget
210009	Treasure Island Administration	\$
210016	Treasure Island Special Events	\$
210017	Yerba Buena Island Special Events	\$
210018	TI Film Studio & Commercials Rentals	\$
210019	TI Film Permits	\$0
210020	YBI Film Permits	\$0
210021	TI Marina	\$
210022	TI Housing	\$0
210023	YBI Housing	\$0
210010	Federal OEA & EDA Grants	\$0
210011	TIDA/Navy Cooperative Agreement	\$
210012	State of California Grants	\$0
	TOTAL	\$

Functional Annex	Annual Budget	Monthly Invoice
1-Public Safety	\$	\$
2-Telephone Cable Maintenance	\$	\$
3-Grounds Maintenance	240k	\$
4- Building and Roads Maintenance Services	799k	\$
5-CA & Personal Property Management	150k	\$
6-Utility Services	\$	\$
TOTAL	\$	\$

PERSONAL PROPERTY MANAGEMENT PLAN

The Treasure Island Development Authority (TIDA) Project office will provide property management services in a cooperative effort with the CSO until the ultimate conveyance of all property to the City.

A master list of all property issued for re-use and property issued to the caretaker for support of the Cooperative Agreement shall be maintained by the TIDA Project Office in both hard copy and electronic form. The TIDA Project Office will make weekly backups of its data bases.

Property will be requested on a standard form from a City department. The request will flow through the Facilities Manager, the TIDA Executive Director, and the CSO. The Facilities Manager will distribute the property if the request is approved at each level.

The control, inventory, accountability and responsibility to maintain the assigned property shall be the responsibility of the department receiving the property. The receiving department shall be responsible for maintaining the property to City department standards. All City departments that receive property shall maintain it in proper working order for its expected life. All vehicles and equipment received will be surveyed annually and their condition report forwarded to the Facilities Manager and CSO. All surplus property will be disposed of in timely fashion in a way that meets with the CSO's approval. The City Departments shall be responsible for the disposal of property assigned to them.

Technical Exhibit 1-1
Public Safety (Fire Protection and Emergency Services)
Documentation
RECORD KEEPING SERVICES

Records, documentation, recorded or documented instructions and record keeping systems: Fire department recorders, documentation, instructions, reference, training materials, and their systems will include but not be limited to:

- a) Fire prevention records, documentation, instructions, reference and training materials.
- b) Fire suppression records, documentation, instructions, reference and training materials.
- c) Hazardous materials records, documentation, instructions, reference and training materials.
- d) Emergency/Medical services records, documentation, instructions, reference and training materials.
- e) Fire alarm maintenance records, documentation, instructions, and reference materials.
- f) Fire Department communications equipment maintenance records, documentation, instructions, and reference materials.
- g) Water system maintenance records, instructions and reference materials.
- h) Vehicle maintenance records, instructions, and reference materials.
- i) Fire fighting equipment maintenance records, instructions, reference and training materials.
- j) Disaster preparedness records, documentation, instructions, reference and training materials.
- k) Training records and documentation.
- l) Response records and documentation.
- m) Utility back-up systems records, documentation, instructions, reference and training materials.
- n) Records, and documentation relating to construction, utilities, seismic studies, hazardous material abatement, remodeling and/or retrofitting, and layout.

Technical Exhibit 1-2
Public Safety (Police and Security Services)
Government Furnished Property

The following property of the Government shall be used by the Caretaker in the implementation of this function:

Provided under separate cover to TIDA, due to database size and format.

Technical Exhibit 1-3
Public Safety (Fire Department)
Government Furnished Property

The following property of the Government shall be used by the Caretaker in the implementation of this function:

Provided under separate cover to TIDA, due to database size and format.

Technical Exhibit 2-1
Telephone Cable Maintenance Services
List of Government Facilities

Provided under separate cover to TIDA, due to database size and format.

Technical Exhibit 3-1
Grounds Maintenance Services
Government Furnished Property

The following property of the Government shall be used by the Caretaker in the implementation of this function:

Provided under separate cover to TIDA, due to database size and format.

Technical Exhibit 4-1
Building Maintenance Services
List of Government Facilities

Provided under separate cover to TIDA, due to database size and format.

Technical Exhibit 4-2
Roads Maintenance Services
Government Furnished Property

The following property of the Government shall be used by the Caretaker in the implementation of this function:

Provided under separate cover to TIDA, due to database size and format.

Technical Exhibit 5-1
Personal Property Management Services
Government Furnished Property

The following property of the Government shall be used by the Caretaker in the implementation of this function:

Provided under separate cover to TIDA, due to database size and format.

Technical Exhibit 5-2
Cooperative Agreement Management Services
Government Furnished Property

Provided under separate cover to TIDA, due to database size and format.

Technical Exhibit 6-1
Utilities Services
Government Furnished Property/Equipment

The following property of the Government shall be used by the Caretaker in the implementation of this function:

Provided under separate cover to TIDA, due to database size and format.

Technical Exhibit 6-2
Electrical Power Services
List of Government Facilities

Provided under separate cover to TIDA, due to database size and format.

Technical Exhibit 6-2
Water Services
List of Government Facilities

Provided under separate cover to TIDA, due to database size and format.

Technical Exhibit 6-2
Sanitary Sewer Services
List of Government Facilities

Provided under separate cover to TIDA, due to database size and format.

Technical Exhibit 6-2
Natural Gas Services
Government Furnished Property and Equipment

Provided under separate cover to TIDA, due to database size and format.

Technical Exhibit 6-2
Storm Water Control Services
List of Government Facilities

Provided under separate cover to TIDA, due to database size and format.

FUNCTIONAL ANNEX 6

UTILITIES SERVICES

6.1. Description

6.1.1. The Utilities Services function provides for maintenance and operation of electric, natural gas, sanitary sewer, sewage treatment and storm sewer systems by the Caretaker as well as for establishment of rates and collection of revenue to offset operating costs.

6.1.2 The Caretaker may use Building 264 and storage lot 292 at Treasure Island for performance of the Utilities Services function.

6.2 Concept of Operations

6.2.1. Lease of Utility Systems to the Treasure Island Development Authority: It is the intent of the Caretaker to enter into a lease for Navy owned utility systems serving Naval Station Treasure by 1 January 2001 or not later than signing of EDC/LIFOC for the property. Prior to execution of the planned lease, and within the term of this agreement, the Caretaker will operate utility systems in accordance with requirements of this Annex and of the Technical Execution Plan for Utilities Management which is attached to and made part of this agreement. After execution of the lease, provisions of this agreement pertaining to utilities operations will be extinguished and requirements of the lease will prevail.

6.2.2 Assumption of Environmental and Operating Permits by the Caretaker: It is the intent of the Navy to issue notices by 1 January, 2001 terminating permits listed below effective 1 April, 2001. The Caretaker agrees to work with the Navy and regulators to assume any permit required for the continuing operations of the Caretaker by this date.

- **State of Calif. – Health and Welfare Agency, Water Supply Permit No. 02-04-96P-3810702**
- **BAAQMD Permit to Operate Air Emissions Sources for Plant # 479**
- **RWQCB NPDES General Storm Water Permit No. CAS000001 for Facility WDID No. 238S012140**
- **RWQCB NPDES Waste Water Treatment Plant Permit No. CA0110116 Operations Under This Agreement Prior to Leasing**
- **California Department of Public Works Permit S.F.O.B.B. #16 of 22 November 1944**

6.2.3 Operations

6.2.3:1 The Caretaker will operate and maintain utility systems at Treasure Island and Yerba Buena Island, as described in the applicable Technical Execution Plan (see paragraph 6.2.3.3), including electric, natural gas, water, sanitary sewer, storm sewer and sewage treatment systems. The Caretaker will defray associated costs through revenue generated by charging Navy authorized rates to all users of utility services. Rates established by the Navy may be supplanted at any time by rates established and applied in accordance with applicable ordinances of the City and County of San Francisco.

6.2.3.2 All storage and handling of materials and equipment necessary for utility maintenance shall be done in accordance with the Treasure Island Storm Water Pollution Prevention Plan.

6.2.3.3 The Technical Execution Plan (TEP) for this annex is attached and made part of this agreement. The Caretaker agrees to conform to the requirements and guidelines of the TEP that defines the extent of Caretaker responsibility for utilities operations as well as specific operating procedures.

6.2.4 **Purchase of Utility Commodities:** The Caretaker will be responsible for purchase of all electricity, natural gas and water consumed on TI and YBI and for purchase of electric power provided to the east water pump station serving the base. The Caretaker remains responsible per modification P00009 of this agreement, and agrees to make payment for back-up electrical power delivered to Treasure Island under Navy contract during fiscal year 1999. Payment will be made by the Caretaker directly to the Pacific Gas and Electric Co. upon submission of invoices by that company to the Navy.

6.2.5 **Recovering Funds for Consumption by the Navy:** Consumption for which the Navy is responsible have been determined through estimates mutually agreed upon by the Navy and the Caretaker. Estimated Navy consumption is itemized in figure 6-1. Total annual charges will not exceed \$48,139.92 annually or \$4,011.66 per month.

6.2.5. System Extension and Provision of New Service

6.2.5.1. **New Services Requested by the Navy and other Federal Users:** Subject to the availability of funds for such purpose, the Caretaker will provide any extension or alteration of systems along with any metering or service connections requested by the Navy or as concurred to by the Navy for other Federal users on the base. The Caretaker will recover costs for such work for other Federal users directly from the *benefiting* agency. Costs incurred for any such work requested by and executed for the Navy will be reimbursed via the provisions of this agreement or by amendment of this agreement as may be required.

6.2.5.2. **New Services Required by Lessees or Licensees:** The Caretaker may also provide system extensions and alterations along with metering and service connections required to fully and exclusively meter use of water, electricity and natural gas within any premises which may be under license or lease from the Navy during the term of this agreement. Costs for any such work will be recovered by the Caretaker directly from the benefiting Lessee or Licensee and will not be charged to the Navy.

**Annex 6, Figure 6-1
Navy Liability for Utilities Consumption
September 99**

notes	use	Consumption chargeable monthly	rate	monthly cost	annual cost
[1]	Electricity for CSO (B's 1 and 570)	24 MWH	\$121.34	\$ 2,912.16	\$ 34,945.92
[2]	Natural gas for CSO (B's 1 and 570)	197 MCF	\$ 5.10	\$ 1,004.70	\$ 12,056.40
[3]	Water for CSO	10 KGAL	\$ 4.59	\$ 45.90	\$ 550.80
[4]	Sewer for CSO	10 KGAL	\$ 4.89	\$ 48.90	\$ 586.80
Totals				\$4,011.66	\$48,139.92

Notes:

- [1] B's 1 & 570 = 10w / sq ft x 9,000 sq ft, 12 hrs per day, 22 days per month = 24 MWH / month.
- [2] 30 btu's / sq ft / hr x 9,000 sq ft, 24 hrs per day 365 days per year
- [3] 30 GPD / person, 22 days per month assuming average staff including contractors of 15.
- [4] equal to domestic water consumption by CSO

**TECHNICAL EXECUTION PLAN
UTILITIES MANAGEMENT**

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TECHNICAL EXECUTION PLAN UTILITIES MANAGEMENT

Ref : (a) Cooperative Agreement between the City and County of San Francisco and the U.S. Navy, N62474-97-2-0003, Mod P00009 (period of 1 October 2000 through 31 December 2000)

1.0 Purpose

This document provides general operational procedures for the management of the electric, water, natural gas, and sewer systems on Treasure Island (TI) and Yerba Buena Island (YBI).

2.0 Background (Not used)

3.0 Systems Definitions, Extent of Caretaker Responsibility for Utilities Distribution

The physical extent of each utility system that will be maintained by the Caretaker is as described below. These descriptions apply to all elements of systems on Treasure Island and Yerba Buena Island and water and electric systems deriving in Emeryville and Oakland respectively with the exception of elements of systems serving the U.S. Coast Guard on Yerba Buena island which are beyond designated service points and within the boundaries of Coast Guard owned property. The Caretaker will establish responsibilities within the Coast Guard boundaries through direct negotiations with the Coast Guard.

3.1 Water System: Facilities that are operated and maintained by the Caretaker under the Cooperative agreement consist of the existing water delivery facilities at NAVSTA TI/YBI including:

3.1.1 Supply and delivery pipelines, originating at the supply points for NAVSTA TI/YBI from San Francisco City Distribution System and from the East Bay Municipal Utility District (EBMUD). The Caretaker agrees to conform to all requirements of California Department of Transportation S.F.O.B.B. Permit No. 16 Dated 22 November 1944 as it pertains to operation of the pipeline originating at the East Bay Municipal Utility District service point in Emeryville to the last (upstream) point of attachment of the Bay Bridge on YBI.

3.1.2 Water storage facilities

3.1.3 Water pumping and chlorinating stations

3.1.4 The water pumping station located in pier E23 of the east span of the San Francisco Bay Bridge.

3.1.5 All supply lines that cross through or under any leased or non-leased building for facility that do not serve that building or facility.

3.1.6 For metered buildings and facilities, the Caretaker responsibility ends at the first valve or meter upstream of the building or facility.

3.1.5 For buildings and Facilities that are not metered, the Caretaker responsibility will include all supply lines and water system facilities up to five (5) feet from any building or facility.

3.2 Sanitary Sewer System: Facilities which are operated and maintained by the Caretaker consist of the existing sanitary sewer collection and pumping facilities at NAVSTA TI/YBI, including:

3.2.1 Waste water treatment plant including all facilities within the perimeter fence of the plant and including all piping and appurtenant facilities to the point of discharge to San Francisco Bay.

3.2.2 Waste water-pumping stations

3.2.3 Mainline sewers

3.2.4 Forced mains

3.2.5 Collection and service sewers to the limit of lease holding for leased facilities.

3.2.6 For buildings and facilities which are not leased or otherwise occupied, or which are in use by the Navy or Navy Customers; Collection and service sewers to either [a] the last cleanout upstream of the mainline sewer along the service to the building or facility, or [b] a point five (5) feet from the foundation of the building or facility.

3.3 Storm Water System: Facilities which are operated and maintained by the Caretaker consist of the existing storm water collection and discharge facilities at NAVSTA TI/YBI, including:

3.3.1 Storm water collections system from the transition structure of surface flow entering the below surface piping (including drop inlets and other collection structures). Surface and street flows are not included.

3.3.2 Storm water-pumping stations

3.3.3 Storm water outfalls

3.4 Natural Gas System: Natural gas is delivered to NAVSTA TI/YBI by a supply line owned by the Pacific Gas and Electric Co. (PG&E). PG&E also owns and operates the main meters and pressure reducing stations at the point of delivery. The responsibility of the Caretaker is for all facilities downstream of PG&E facilities including:

3.4.1 Supply and delivery pipeline downstream of the main meter and pressure reduction station located on NAVSTA TI/YBI.

3.4.2 Supply lines to and including that last valve or corporation stop leading to all leased, non-leased, occupied or non-occupied buildings and facilities.

3.5 Electrical Distribution System: Facilities that are operated and maintained by the Caretaker consist of the existing transformation and distribution facilities at NAVSTA TI/YBI, including:

3.5.1 The entire high voltage transmission line serving Treasure Island originating at the point of connection to the breakers at the Port of Oakland's Davis Substation at Point Arnold including overhead and underground elements of the line located on the Fleet and Industrial Supply Center and the Oakland Army Base, the underground element extending from the Oakland Army Base including the junction with

the submarine section of the line and the submarine section including the junction and the underground section of line at Treasure Island to the point of connection at the main Treasure Island substation.

3.5.2 Main substation at NAVSTA TI/YBI.

3.5.3 Distribution system and related equipment between the substations and the end-users.

3.5.4 For metered buildings and facilities, service up to and including the meter.

3.5.5 For buildings and facilities which are not metered or which have dedicated switch-gear or transformers at the building or facility, service to the low side of the dedicated switch-gear or transformer and shall include the dedicated switch gear or transformer.

3.5.6 For buildings and facilities which are not metered and which do not have dedicated switch-gear or transformers at buildings or facilities, service to the weatherhead, building perimeter, or equipment connection.

3.5.7 The Davis Substation at the Fleet and Industrial Supply Center, Oakland, CA.

4.0 Organization and Communication

4.1 Caretaker and Navy: Although there is no requirement for regular meetings between the Caretaker and the Navy, all essential communications (status of environmental clean-up projects, etc.) with the Navy shall be conducted with the appropriate Navy SWDIV ("Southwest Division," the Navy's Facilities Management Headquarters located in San Diego) representative. Notification of planned outages or any other pertinent utilities information shall be forwarded to the Navy Caretaker Site Office with the same consideration and priority as extended to any other utility customer served by the Caretaker.

4.1.1 The Caretaker's Utilities Manager is:

Charles (Chuck) Swanson
Office: TI Bldg 264
Phone: (415) 274-0333 (Home)
Pager: (415) 201-8452

4.1.2 The Navy Representative is:

LCDR M. J. Gough
Office: TI Bldg 1
Phone: (415) 743-4720
Pager: (415) 313-8194

5.0 Preventative Maintenance & Repair Work: Regularly scheduled preventive maintenance and all non-emergency repair work will be executed as determined necessary by the Caretaker. Financial reporting to the appropriate Navy representative is required by provisions of the Cooperative Agreement.

6.0 Trouble Call Response and Reporting

6.1 Origin and Reception of Trouble Calls: Trouble calls may be initiated by any customer. The operator at the Caretaker reception desk will, in turn, direct calls requiring response that falls within the scope of the CA to the appropriate Caretaker department or subcontractor. Those requests that do not fall within the responsibility of the CA shall be returned to the initiator with appropriate reason.

6.2 Caretaker Points of Contact: In addition to the telephone number of the Caretaker trouble reception desk, the Caretaker shall provide to the Navy Caretaker Site Office an up to date list of telephone numbers for primary Caretaker managers responsible for utilities operations at NAVSTA TI/YBI. This list (see **Caretaker Contacts, Table 6-1**) includes persons at each level of Caretaker management and will be used by the Navy in the circumstances listed below. Individuals on the list will be called in the order listed until contact is made and the requisite responsibility accepted. The Caretaker Contact List will be used when:

- [1] Contact cannot be made with the Caretaker trouble reception desk
- [2] In cases of emergency
- [3] In cases in which responses to trouble calls do not occur within a reasonable time (see response targets of **Table 6-2**).

Note: Appendix "A" provides operational procedures for Trouble Calls and Emergency response in addition to key points of contact - both Caretaker and Navy.

Table 6-1 Caretaker CONTACTS For Trouble Call and Emergency Response			
	Name	Title	Number
1	Charles Swanson	Utilities Manager	(W) 415-274-0333 (Pager) 415-201-8452
2	Bob Mahoney	Facilities Manager	(W) 415-274-0662 (H) 415-982-4520 Nextel: 850-9696
3	Renee Bura	Senior Stationary Engineer	(W) 415-274-0387 Pager 415-303-0183
AFTER HOURS			
GENERAL EMERGENCY NUMBER: (San Francisco City Distribution Division)			415-550-4956

6.3 Caretaker Trouble Call Reception, Response Targets and Reporting: Upon receiving a request from the CSO or other authorized party for trouble call, the Caretaker reception desk will issue a

Trouble Call (TC) number which will serve as a key identifier for the call and will be used to track and report on response. The Caretaker will maintain records of all TC#'s issued along with pertinent details on response and resolution and will provide summaries of this information to the Navy Utilities PM as requested.

**TABLE 6-2
Labor Hour and Response Targets**

Type of action	TEP paragraph	Urgency and response targets	
		Routine, note [1] RegHours / AfterHours	Emergency, note [2] RegHours / AfterHours
minor, unscheduled repairs	5.0	8hr / NA	4hr / 4hr
major repair work	5.0	8hr / NA	4hr / 4hr

NOTES: [1] Response required during normal working hours only
 [2] Response required 24 hrs / day, seven days / week
 [3] N/A - No After Hour

7.0 Emergency Response

7.1 Emergency Requirements

7.1.1 Definition: Trouble calls to the Caretaker will be designated as **EMERGENCY** requirements where it has been determined or is suspected that immediate action is required to eliminate a threat to human health, the environment, to protect property or to avoid disruption of essential operations. Situations satisfying these criteria may also be observed directly by Caretaker personnel or may be reported to the Caretaker by means other than the normal trouble reception protocol described here. Emergency calls shall be directed to the Caretaker trouble call reception desk at 415-274-0333 or after hours San Francisco City Distribution Division 415-550-4956.

7.1.2 Reporting: Direct reporting to the Navy is not required during an event, however, the Caretaker will provide the Navy with a written summary of any "significant event" (major personal injury or death, major property damage, "large" fires for example) that has occurred at TI/YBI.

8.0 System Extension, Provision of New Service

8.1 New Services Requested by the Navy and other Federal Users: Subject to the availability of funds for such purpose, the Caretaker will provide any extension or alteration of systems along with any metering or service connections requested by the Navy or as concurred to by the Navy for other Federal users on the base. The Caretaker will recover costs for such work for other Federal users directly from the other Federal users. Costs incurred for any such work requested by and executed for the Navy will be reimbursed via the provisions of this agreement or by amendment of this agreement as may be required

8.2 New Services Required by the Lessees or Licenses: The Caretaker may also provide system extensions and alterations along with metering and service connections required to fully and exclusively meter use of water, electricity and natural gas within any premises which may be under license or lease. Costs for any such work will be borne by the Lessee or Licensee. The Cooperative Agreement (paragraph 6.2.5) forbids delivery of any utility commodity to a premise under lease or license that is not fully and exclusively metered (exceptions may be granted if plans are in place for the installation of subject meter.)

9.0 Purchase of Utility Commodities: The Caretaker will be responsible for purchase of all electricity, natural gas and water consumed on TI and YBI and for purchase of electric power provided to the east water pump station serving the base

10.0 Billing and Payment for Utilities Consumption: The Caretaker will defray *costs of utility commodities purchased* and costs of the operation and maintenance of the utility systems through revenues generated by charging rates established by the Navy. Rates established by the Navy may be supplanted at any time by rates established and applied under applicable ordinances of the City and County of San Francisco. The Caretaker will enter into Utility Service Contracts (USC's) with all Federal users including the Navy or the Navy's contractors as required. The USC shall contain pertinent information regarding the utilities agreement between the Caretaker and the specific Federal user including rates. The Caretaker will purchase electricity, natural gas and water including electric power for the east water pump station serving TI and YBI.

10.1 Billing Non-Navy Tenants: The Caretaker will be responsible for billing and obtaining payment from all Lessees, Licensees and non-Navy Federal activities the Navy may permit to receive utilities services on the base. Charges to these tenants for use of electricity, natural gas, water and sewer service will be determined by the Caretaker by applying rates established by the Navy to consumption attributed to each tenant. In general, consumption will be read from meters which fully and exclusively measure permitted consumption. Where determined to be more economic, consumption may be determined through engineered estimates prepared by the Caretaker

10.2 Recovering Funds for Consumption by the Navy: Units of consumption for which the Navy is responsible have been determined through estimates mutually agreed upon by the Navy and the Caretaker. The Cooperative Agreement lists estimated uses and the annual/monthly charges to be billed by the Caretaker.

10.3 Charging for Sanitary Sewer Service: The Caretaker shall bill non-Navy users for sewer service based on established rates and on water consumption. The Caretaker may make adjustments for consumers that have large irrigation needs. In general, billing will be based on 100% domestic water consumption

11.0 Outage Management

11.1 Scheduled Outages: The following procedure will be used by the Caretaker for any utility outage not resulting from an emergency or unplanned failure:

11.1.1 Caretaker Action: The Caretaker shall coordinate all outages directly with the applicable parties including the Navy and its contractors. Prior to a scheduled outage, the Caretaker shall contact

all customers (including those who may be impacted) that will be impacted and provide the following information:

- Purpose of the outage
- Utilities commodities affected
- Buildings and facilities affected
- Proposed start and completion dates and times.

11.1.2 Coordination by Navy: Navy representative will coordinate the outage request for Navy managed facilities. The Caretaker will coordinate the outage all non-Navy and any affected utilities customers.

11.1.3 Planned Outages: The Caretaker will execute the outage at the agreed upon time. Authorization from the Navy is not required

11.1.4 Disapproved or Cancelled Outages: In cases in which the outage cannot be executed, the Caretaker will revisit all impacted customers and advise them of cancellation or revised outage schedule and why it was necessary.

11.2 Unscheduled Outages: The Caretaker will take immediate action to restore service. Authority from the Navy is not required. An "information-only" notice to the Navy representative is required after the event (verbal or written ok).

12.0 Excavation Management

12.1 Scheduled Excavations: The Caretaker will serve as the initial point of contact for all parties seeking to perform excavations at TI/YBI and will implement procedures to assure that no excavation is permitted without advance clearance with regard to underground utilities (see Annex 6, TEP paragraph 13.0) and from the designated Navy representative for environmental conditions. The following procedure will be used by the Caretaker to obtain Navy concurrence for any excavation not resulting from an emergency or unplanned system failure:

12.1.1 Excavation Process: The Caretaker shall retain established Underground Service Alert (USA) membership for the area encompassing TI/YBI and shall be the initial point of contact for all excavation activities within said region. The Caretaker will locate and, within 48 hours of notification, clearly mark all utilities in the vicinity of proposed excavation prior to start.

12.1.2 Excavation Coordination/Navy Concurrence: Where necessary, the Caretaker will refer excavation requests to the designated Navy representative to ensure environmental conditions of soil in and around the area of the planned excavation site can be conveyed to all parties so that they may plan accordingly.

12.1.3 "Approved" Excavation Requests: In cases in which the excavation plan is acceptable as proposed, the Navy will immediately inform the Caretaker of its concurrence and will provide the Caretaker with any special requirements which may be imposed by the Navy. The Caretaker will then perform the excavation or permit the excavation to be performed by the original requestor at the agreed upon time and in accordance with any special requirements which may be imposed by the Navy.

12.1.4 "Disapproved" Excavation Requests: In cases in which the excavation notification or request cannot be concurred to for environmentally related reason(s), the Navy will propose alternatives in writing to the Caretaker for coordination.

13.0 Marking Utilities Locations:

13.1. Electric, Gas, Water, and Sewer: The Caretaker Utilities Manager will locate and clearly mark all electric, natural gas, water, and sewer utilities. Requests for marking and response handled through the trouble call procedure described in paragraph 6.0, above will conform to the response targets of **Table 6-2**. In addition, the Caretaker will locate and clearly mark all electric, natural gas, water, and sewer utilities in any area in which the Caretaker proposes performing an excavation (see **Excavation Management**, paragraph 12.0). Marking shall be made based on the Navy provided base maps and the best available local knowledge. The Caretaker will take best efforts to mark abandoned lines to include steam distribution based on available drawings.

13.2 Telephone and abandoned lines: For telephone and other lines that are not Navy owned, the USA Dig will be notified. Caretaker Utilities Manager will provide San Francisco Telecommunications with copy of approved Dig Permit (primary 415-550-2725, sec 415-550-2747). The Utilities Manager will coordinate marking of these lines. Abandoned lines will be marked if known based on Navy maps.

14.0 Maintenance of Government Furnished Vehicles: The Caretaker has full responsibility for maintenance and repair of Navy-provided vehicles, tools and equipment. The Navy may provide additional equipment, as it becomes available, to support the operation and maintenance at TI and YBI.

15.0 Environmental and Operating Permit Management: The Navy will remain permit holder for environmental and operating permits associated with utility systems at TI/YBI including any necessary administrative action to amend or extend permits that may be required until 1 April 2001 at which time permits will be terminated. The Caretaker will take necessary action to assume any permits required for the Caretaker's continuing operations prior to that date. Prior to termination of Navy held permits, and within the term of this agreement, the Caretaker will operate utilities in conformance with applicable permits and will perform regular monitoring and reporting required by these permits.

15.1 Storm Water Permit: The Caretaker will completely oversee all monitoring and reporting requirements of the Storm Water General Discharge Permit (issued by RWQCB) and the TI Storm Water Pollution Prevention Plan (sampling, laboratory analysis, and annual report preparation). For the entire duration of the Cooperative Agreement, the Caretaker will support the Navy in the enforcement of permit requirements and the abatement of non-compliance violations noted during tenant/lessee inspections.

Table 15-1

ENVIRONMENTAL PERMITS FOR WHICH THE CARETAKER WILL PERFORM
MONITORING AND REPORTING

<u>Item</u>	<u>Permit Type</u>	<u>Issuing Agency</u>	<u>Permit Number</u>	<u>Monitoring Required</u>	<u>Reporting Required</u>
001	NPDES permit for waste water treatment plant	California Regional Water Quality Control Board	CA0110116	Yes	Yes
002	Domestic Water Supply Permit	California Health and Welfare Agency	System No. 3810702	Yes	Yes
003	Permit to Operate all Air Emissions Sources	Bay Area Air Quality Management District	Plant #479	Yes	Yes
004	NPDES permit for storm water discharge	California Regional Water Quality Control Board	CAS000001 Order No.97-03-DWQ Facility W DID No. 238S012140	Yes	Yes

16.0 Responding to Environmental Hazards

16.1 Definition: Environmental hazards, for the purpose of this discussion, are defined as spills or releases of hazardous substances to the soil which pose potential hazards to Caretaker personnel attempting to perform utility systems maintenance or repair or which may pose a threat to human health in general or to the environment. This definition does not include hazardous materials that may be part of utility system equipment or facilities near utility system equipment such as lead or asbestos insulation or lead based paint.

16.2 Awareness: The Navy has undertaken an extensive program under its Installation Restoration Program (IRP) to document and remedy environmental hazards as defined above. Environmental conditions on the base are documented by the *BASEWIDE ENVIRONMENTAL BASELINE SURVEY (1995)*, *SITE SPECIFIC ENVIRONMENTAL BASE LINE SURVEYS (SSEBS)*, and by the *BRAC CLEAN-UP PLAN (BCP)*. Caretaker personnel engaged in utilities operations should be aware of these sources which show locations and types of contamination at NAVSTA TI/YBI in order to avoid unnecessary contact with contaminated soil. The Caretaker will coordinate with the Navy to obtain the most current maps and characterization of the hazards.

16.3 Procedures: Safety procedures normally observed by the Caretaker should be observed at all times in order to minimize contact with contaminated soil. The following procedures should be followed by Caretaker personnel in the event work is required in an area documented to contain contamination or if undocumented contamination is encountered or suspected.

16.3.1 Planned Excavations

16.3.1.1 In conformance with excavation permit request procedures provided under paragraph 12.0, above, the Caretaker will inform the Navy of the location and planned schedule for any excavation (see 12.1.1).

16.3.1.2 The Navy will provide disclosure of environmental conditions in or adjacent to the excavation area. Disclosure will be communicated to the Caretaker in writing in accordance with excavation request/permit procedures (see 12.1.3).

16.3.1.3 The Caretaker will perform the excavation in accordance with Caretaker health and safety practices, and any applicable Federal, State, or local regulations. The Caretaker will perform the excavation using any required protective equipment.

16.3.2 Unplanned Excavations

16.3.2.1 When soil contamination is encountered or suspected in the course of unplanned excavations, the Caretaker will cease work and immediately contact its Environmental oversight office. The Caretaker and the Navy may then evaluate conditions and determine a course of action.

16.3.3 Disposal

16.3.3.1 In any case in which contaminated excavation spoils are produced (either through an approved planned excavation or through an unplanned excavation) determination of proper management and disposition of the spoils will be the responsibility of the Caretaker.

16.3.3.2 The Caretaker shall be responsible for disposal of soil, water, and other contaminated materials generated as a result of Caretakers excavations.

Appendix A

UTILITIES TROUBLE/EMERGENCY CALL REPORTING PROCEDURES AND IMPORTANT CARETAKER/NAVY CALL LIST

GENERAL EMERGENCY NUMBER: (415)-550-4956, San Francisco City Distribution Division (CDD).

Normal Work Day: Routine service calls will be directed to the Caretakers Service Desk for Utility Services @ (415)-274-0333, or page at (415)-201-8452.

1. CDD will receive call, assign a Trouble Call Number (TC#) and record information in TI book.
2. CDD will dispatch trouble call to appropriate unit:
 - a. Water Problems – to on call team
 - b. Sewer Problems – (415)-648-6882
 - c. Electrical Problems – (209)-989-2099
 - d. Natural Gas Problems – call PUC “natural gas” plumbers, NOT PG&E
3. CDD will notify, in the order below, the following individuals for emergencies involving environmental issues, broken water mains, downed electric lines, loss of electric power to an area, any sewer overflow/spill, fire, or other emergency involving personal injury or significant property damage:
 - a. Charles Swanson (SF TI Utilities Manager) pager (415)-201-8452
 - b. Robert Mahoney (SF Facilities Manager) office: (415)-274-0662; Nextel: (415)-850-9696
 - c. LCDR Mike Gough (US Navy) pager: (415)-313-8194; Nextel: (415)-559-9939
 - d. If directed, or unable to contact those above, additional notifications for specific problems are (contact one of the following):
 - (1) Environmental Issues – LCDR Gough
 - (2) Civil Disturbance, Traffic or Fire – SF Police @ 911
 - (3) Facilities: LCDR Gough

APPENDIX B

Glossary of Terms and Abbreviations		
Term/abbreviation	Full term	Definition
BRAC	Base Realignment and Closure	Department of Defense initiative to "right size" the inventory of U.S. military installations. BRAC also refers to a set of laws passed with the FY93 and 94 defense appropriations acts which establish processes for promoting interim reuse of closed bases and for accelerating transfer of base property to the affected communities.
CA	Cooperative Agreement	A quasi-contractual instrument under which DOD components, such as the U.S. Navy can financially reimburse reuse authorities or affected communities for performing caretaking functions on closed bases.
Caretaker		The term used to refer to the reuse authority or community agency that takes over base caretaker functions under a cooperative agreement. In the case of NAVSTA TI/YBI, the Caretaker is the City and County of San Francisco.
EBMUD	East Bay Municipal Utility District	Local not-for-profit water company providing water to the east end of the Bay Bridge.
EFA West	Engineering Field Activity West	Field activity of the Naval Facilities Engineering Command which has responsibility for closure and disposal of Navy bases in the San Francisco Bay Area. All CSO's are organizational components of EFA West Code 60.
lessee / licensee		Holder of a lease or license issued by EFA West for use of facilities aboard a closed or closing BRAC installation. In general the lessee is the local reuse authority such as ARRA in the case of NAVSTA TI/YBI, Alameda.
NAVSTA TI/YBI	Naval Station Treasure Island	For the purposes of this SOP, NAVSTA TI/YBI is defined as Treasure Island and Yerba Buena Island.
CSO	Caretaker Site Office (Navy)	The Navy office established at a closed base to oversee the caretaker mission. This duty includes coordination of any Cooperative Agreement which may be established.
Navy Public Works	Navy, Public Works Center, San	The Navy's public works organization in the San Francisco Bay Area. PWCSFB has been the owner

Glossary of Terms and Abbreviations

Term/abbreviation	Full term	Definition
	Francisco Bay	and operator of utility systems on BRAC bases. The command was disestablished under the BRAC initiative on 26 Sept 1997.
PG&E	Pacific Gas and Electric Company	Local for-profit gas and electric utility provider.
Utilities PM	Utilities Project Manager	Individual assigned to utilities project management.
sublessee, sublicensee		Holder of a sublease or sublicense for use of facilities at NAVSTA TI/YBI.

SECTION III

CONSOLIDATED COST ESTIMATE AND DETAILED BUDGET SUMMARIES

UNITED STATES NAVY
NAVAL FACILITIES ENGINEERING COMMAND
WASHINGTON NAVY YARD
1322 PATTERSON AVENUE SE, SUITE 1000
WASHINGTON, DC 20374-5065

COOPERATIVE AGREEMENT
NO. N62474-97-2-0003
MODIFICATION P00008

COOPERATIVE AGREEMENT

GRANTEE: CITY AND COUNTY OF SAN FRANCISCO
TREASURE ISLAND DEVELOPMENT AUTHORITY
410 PALM AVE., BLDG 1, ROOM 237
TREASURE ISLAND, SAN FRANCISCO, CA 94130

AUTHORITY: Section 2905(a)(1)(B) of Public Law 101-510

COOPERATIVE AGREEMENT MODIFICATION:

The purpose of this modification, in accordance with Section 701 of the General Provisions, is exercise the option to extend the Cooperative Agreement from 1 December 1999 through 30 September 2000 and to revise the Cooperative Agreement as follows:

1. The general provisions of the basic agreement remain unchanged.
2. Delete Appendix I, Requirements Statement, all Function Annexes (Annexes 1-6), and Appendix II, Consolidated Cost Estimate, from Modification P00004.
3. Insert the Table of Contents, Requirements Statement, Functional Annexes 1-6 with their associated Technical Execution Plans, Consolidated Cost Estimate and Detailed Cost Summaries. These are attached and will become part of the Cooperative Agreement.

As a result of this Modification, the total amount of the Cooperative Agreement is increased by \$2,083,333.34 from \$10,474,879.66 to a new not-to-exceed price of \$12,558,213.00.

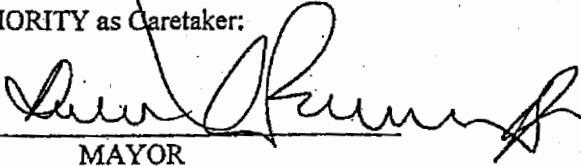
PAYMENT WILL BE MADE BY: DFAS San Diego.

ACCOUNTING AND APPROPRIATION DATA:

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BL 1797XXXX0510	1634	0252	38411	0	068711	2A	000000	BL000R033603	\$	1,328,000.00
BM 1797XXXX0510	K500	0252	38511	0	068711	2A	000000	BM000R033603	\$	512,000.00
BN 1797XXXX0510	K500	0252	38511	0	068711	2A	000000	BN000R033604	\$	154,000.00
BO 1797XXXX0510	K500	0252	38511	0	068711	2A	000000	B0000R033605	\$	88,666.67
									\$	<u>2,083,333.34</u>


For the CITY AND COUNTY
OF SAN FRANCISCO
TREASURE ISLAND
DEVELOPMENT
AUTHORITY as Caretaker:

For the U.S. Navy

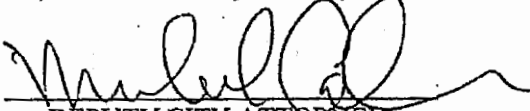
By: 
MAYOR

By: _____
ROBERT BOYER
Grants Officer

CLERK OF BOARD OF SUPERVISORS


ANNEMARIE CONROY
Treasure Island Development Authority Executive Director

APPROVED AS TO FORM:
LOUISE H. RENNE, City Attorney

By: 
DEPUTY CITY ATTORNEY

UNITED STATES NAVY
NAVAL FACILITIES ENGINEERING COMMAND
WASHINGTON NAVY YARD
1322 PATTERSON AVENUE SE, SUITE 1000
WASHINGTON, DC 20374-5065

COOPERATIVE AGREEMENT
NO. N62474-97-2-0003
MODIFICATION P00007

COOPERATIVE AGREEMENT

GRANTEE: CITY AND COUNTY OF SAN FRANCISCO
TREASURE ISLAND DEVELOPMENT AUTHORITY
410 PALM AVE., BLDG 1, ROOM 237
TREASURE ISLAND, SAN FRANCISCO, CA 94130

TOTAL AMOUNT OF COOPERATIVE AGREEMENT MODIFICATION FOR THE PERIOD
OF 1 NOVEMBER 1999 THROUGH 30 NOVEMBER 1999 IS: \$208,333.33

AUTHORITY: Section 2905(a)(1)(B) of Public Law 101-510

COOPERATIVE AGREEMENT MODIFICATION:

This modification extends the current FY 1999 Cooperative Agreement from 1 November 1999 through 30 November 1999 in accordance with Section 701 of the basic agreement. The agreement will remain subject to the terms and conditions set forth in Modification P0004 and its appendices. Funding for this extension will be obtained from the amount set aside for the anticipated FY2000 cooperative agreement modification at one twelfth the total for the year.

As a result of this Modification, the total amount of the Cooperative Agreement is increased by \$208,333.33 from \$10,266,546.33 to a new not-to-exceed price of \$10,474,879.66.

PAYMENT WILL BE MADE BY: DFAS San Diego.

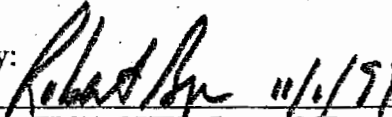
ACCOUNTING AND APPROPRIATION DATA:

AZ 1797XXXX0510 K900 0252 38911 0 068711 2A 000000 AZ000R033607	\$ 9,000.00
AZ 1797XXXX0510 K900 0252 38911 0 068711 2A 000000 AZ000R033607	\$168,000.00
AZ 1797XXXX0510 K900 0252 38911 0 068711 2A 000000 AZ000R033607	\$ 9,000.00
AZ 1797XXXX0510 K900 0252 38911 0 068711 2A 000000 AZ000R033607	\$ 9,000.00
AZ 1797XXXX0510 K900 0252 38911 0 068711 2A 000000 AZ000R033607	\$ 13,333.33
	<u>\$208,333.33</u>

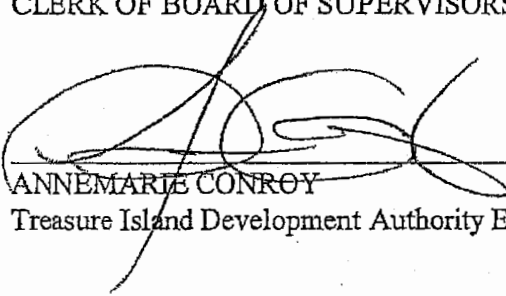
For the CITY AND COUNTY
OF SAN FRANCISCO
TREASURE ISLAND
DEVELOPMENT
AUTHORITY as Caretaker;

For the U.S. Navy

By:


ROBERT BOYER Grants Officer, (Date)

CLERK OF BOARD OF SUPERVISORS

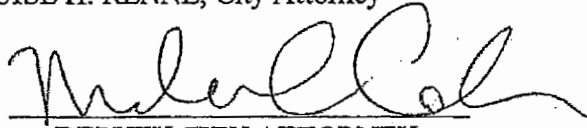

ANNEMARIE CONROY

Treasure Island Development Authority Executive Director

APPROVED AS TO FORM:

LOUISE H. RENNE, City Attorney

By:


DEPUTY CITY ATTORNEY

UNITED STATES NAVY
NAVAL FACILITIES ENGINEERING COMMAND
WASHINGTON NAVY YARD
1322 PATTERSON AVENUE SE, SUITE 1000
WASHINGTON, DC 20374-5065

COOPERATIVE AGREEMENT
NO. N62474-97-2-0003
MODIFICATION NO 06

COOPERATIVE AGREEMENT

GRANTEE: CITY AND COUNTY OF SAN FRANCISCO
TREASURE ISLAND DEVELOPMENT AUTHORITY
410 PALM AVE., BLDG 1, ROOM 237
TREASURE ISLAND, SAN FRANCISCO, CA 94130

TOTAL AMOUNT OF COOPERATIVE AGREEMENT MODIFICATION FOR THE PERIOD
OF 1 OCTOBER 1999 THROUGH 31 OCTOBER 1999 IS: \$208,333.33

AUTHORITY: Section 2905(a)(1)(B) of Public Law 101-510

COOPERATIVE AGREEMENT MODIFICATION:

This modification extends the current FY 1999 Cooperative Agreement from 1 October 1999 through 31 October 1999 in accordance with Section 701 of the basic agreement. The agreement will remain subject to the terms and conditions set forth in Modification P0004 and its appendices. Funding for this extension will be obtained from the amount set aside for the anticipated FY2000 cooperative agreement modification at one twelfth the total for the year.

As a result of this Modification, the total amount of the Cooperative Agreement is increased by \$208,333.33 from \$10,058,213.00 to a new not-to-exceed price of \$10,266,546.33.

PAYMENT WILL BE MADE BY: DFAS San Diego.

ACCOUNTING AND APPROPRIATION DATA:

BE 1797XXXX0510 K900 0252 38911 0 068711 2A 000000 BE000R033603	\$118,000.00
BF 1797XXXX0510 K500 0252 38511 0 068711 2A 000000 BF000R033603	\$ 7,000.00
BG 1797XXXX0510 K800 0252 38811 0 068711 2A 000000 BG000R033603	\$ 43,000.00
BH 1797XXXX0510 K800 0252 38811 0 068711 2A 000000 BH000R033604	\$ 14,000.00
BI 1797XXXX0510 K800 0252 38811 0 068711 2A 000000 BI000R033605	\$ 9,000.00
BJ 1797XXXX0510 K600 0252 38611 0 068711 2A 000000 BJ000R033606	\$ 9,000.00
BK 1797XXXX0510 K600 0252 38611 0 068711 2A 000000 BK000R033607	\$ 8,333.33
Total	\$208,333.33

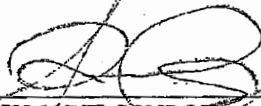
FOR THE CITY AND COUNTY
OF SAN FRANCISCO
TREASURE ISLAND
DEVELOPMENT
AUTHORITY as Caretaker:

For the U.S. Navy

By:

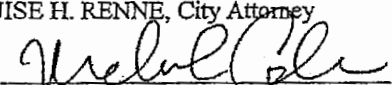
Robert Boyer - 9/30/81
ROBERT BOYER Grants Officer, (Date)

CLERK OF BOARD OF SUPERVISORS


ANNEMARIE CONROY
Treasure Island Development Authority Executive Director

APPROVED AS TO FORM:
LOUISE H. RENNE, City Attorney

By:


DEPUTY CITY ATTORNEY

UNITED STATES NAVY
NAVAL FACILITIES ENGINEERING COMMAND
WASHINGTON NAVY YARD
1322 PATTERSON AVENUE SE, SUITE 1000
WASHINGTON, DC 20374-5065

COOPERATIVE AGREEMENT
N62474-97-2-0003
MOD NO.: P00005
PAGE 1 OF 1

COOPERATIVE AGREEMENT

GRANTEE: CITY AND COUNTY OF SAN FRANCISCO
TREASURE ISLAND DEVELOPMENT
AUTHORITY
410 PALM AVE., BLDG. 1, ROOM 237
TREASURE ISLAND
SAN FRANCISCO, CA 94130

The purpose of this modification is to fully fund the cooperative agreement for the period 1 December 1998 through 30 September 1999. Modification P00004 previously funded the incremental amount of \$2,700,000.00 out of the total price of \$3,333,333.00. In accordance with Section 403. Limitation of Government Obligations, this modification obligates the remaining previously unfunded balance of \$633,333.00.

The total amount of the Cooperative Agreement remains at the not-to-exceed price of \$10,058,213.00.

PAYMENT WILL BE MADE BY: DFAS San Diego

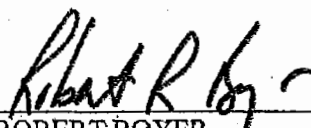
ACCOUNTING AND APPROPRIATION DATA:

A0 1797XXXX0510 K900 0252 38911 0 068711 2A 000000 A0000R033603
\$460,333.00

A4 1797XXXX0510 K600 0252 38611 0 068711 2A 000000 A4000R033603
\$173,000.00

US NAVY:

APPROVED BY


ROBERT BOYER
GRANTS OFFICER

2/2/99
DATE

UNITED STATES NAVY
AGREEMENT
NAVAL FACILITIES ENGINEERING COMMAND
WASHINGTON NAVY YARD
1322 PATTERSON AVENUE SE, SUITE 1000
WASHINGTON, DC 20374-5065

COOPERATIVE
NO. N62474-97-2-0003
MODIFICATION P00004

COOPERATIVE AGREEMENT

GRANTEE: CITY AND COUNTY OF SAN FRANCISCO
TREASURE ISLAND DEVELOPMENT AUTHORITY
410 PALM AVE., BLDG 1, ROOM 237
TREASURE ISLAND, SAN FRANCISCO, CA 94130

TOTAL AMOUNT OF COOPERATIVE AGREEMENT FOR THE PERIOD
OF 1 OCTOBER 1998 THROUGH 30 SEPTEMBER 1999 IS: \$4,000,000.00

AUTHORITY: Section 2905(a)(1)(B) of Public Law 101-510

COOPERATIVE AGREEMENT MODIFICATION:

The purpose of this modification is to extend the Cooperative Agreement from 1 December 1998 through 30 September 1999 in accordance with Section 701 and to revise the Cooperative Agreement as follows:

The general provisions remain unchanged except for Section 403: Replace the previous Modification P00001 first paragraph with the following: "All Caretaker services required by this Agreement are incrementally funded. The sum of \$(TBD) of the total amount of the Cooperative Agreement for the period 1 October 1998 through 30 September 1999 is presently available for payment and allotted to this Agreement."

Delete Appendix I Requirements Statement and Appendix II Consolidated Cost Estimate from Modification P00003 and insert Appendix I Requirement Statement and Appendix II Consolidated Cost Estimate, attached to and made a part of.

As a result of this Modification, the total amount of the Cooperative Agreement is increased by \$3,333,333.00 from \$6,724,880.00 to a new not-to-exceed price of \$10,058,213.00.

PAYMENT WILL BE MADE BY: DFAS San Diego.

ACCOUNTING AND APPROPRIATION DATA:

(INSERT ACCOUNTING DATA UPON AWARD OF CA MODIFICATION)

CITY AND COUNTY OF SAN FRANCISCO
TREASURE ISLAND DEVELOPMENT AUTHORITY
as Caretaker:

U. S. NAVY:

By: _____
Mayor

By: _____
ROBERT BOYER
Grants Officer

Clerk of Board of Supervisors

Annemarie Conroy
Treasure Island Development Authority Executive Director

APPROVED AS TO FORM:
LOUISE H. RENNE, City Attorney

By: _____
Deputy City Attorney

REQUIREMENTS STATEMENT INTRODUCTION

LOCATION

This agreement concerns the operations, maintenance and protection of the closed Naval Station (NS) Treasure Island. NS Treasure Island closed operationally at the end of September 1997.

The operation and maintenance of Navy facilities that are licensed or leased to tenants by the City of San Francisco are excluded from this agreement.

GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND MATERIAL

Government Furnished Property, Equipment and Material (GFP/GFE/GFM) is property, equipment, or material that is provided to the Caretaker to reduce the cost of this agreement or to assist the Caretaker in start-up. GFP/GFE/GFM held by the Caretaker continues to be owned by the Navy until consumed or returned. The Caretaker is responsible to provide proper care, maintenance, and security of GFP/GFE/GFM. Property, equipment, and material purchased by the Caretaker and reimbursed by the Navy is considered GFP/GFE/GFM.

ORGANIZATION

The technical section of this agreement is divided into six (6) function annexes. For ease of reading, each annex follows a standard format which is briefly described below.

1. Description

These paragraphs generally define the scope of the functions and services to be provided under the agreement.

2. Concept of Operations

These paragraphs provide more specific descriptions of the services, operations and maintenance functions that are included in the annex. Service, operations, and maintenance standards are those of the service/function provider.

3. Plan for Future Conveyance

This paragraph outlines the requirement of the Caretaker and the Navy to cooperatively develop a plan of action with milestones for conveyance of the facilities required for this function to the future owner.

4. Government Furnished Property/Equipment

This section refers to a list of government property and equipment which shall be used by the Caretaker in the performance of the services and functions.

Appendix A Cost Reimbursement

Appendix A contains consolidated cost estimates for the 2nd full term of the Cooperative Agreement from October 1998 through September 1999. Costs may be reallocated with prior Navy approval between function areas during the term of the agreement within the original Cooperative Agreement scope not to exceed the total estimated cost.

TERMS AND ACRONYMS

Several terms and acronyms frequently appear in the text of the function annexes. A list brief of these terms and acronyms follows:

Caretaker	The City of San Francisco
CA	Cooperative Agreement
CSO	The Navy Caretaker Site Office located at the closed Naval Station Treasure Island.
GFP/GFE	Government Furnished Property/Government Furnished Equipment
NS	Naval Station
SOP	Standard Operating Procedure
TIDA	Treasure Island Development Authority
TI	Treasure Island
YBI	Yerba Buena Island

**FUNCTION ANNEX 1
POLICE, SECURITY, FIRE, AND EMERGENCY MEDICAL SERVICES**

FUNCTION ANNEX 1, PART 1: LAW ENFORCEMENT SERVICES

1.1. Description

1.1.1. The Law Enforcement Services function in this agreement is the same or similar to services provided by the City of San Francisco Police Department for public protection and handling of criminal offenses committed on the closed Naval Station and nearby Navy-owned property. This function includes law enforcement under the jurisdiction of the court system of the County of San Francisco and the State of California. It also includes police services and animal control services, as currently practiced by the City of San Francisco.

1.2. Concept of Operations

The Caretaker shall provide police services to the closed Naval Station Treasure Island in accordance with established standards of the City of San Francisco.

The Caretaker shall provide response to all emergency and non-emergency calls for service, traffic enforcement, animal control services and all other services normally provided by the San Francisco Police Department to the population of the City of San Francisco.

1.2.3. Technical Execution Plan (TEP). The TEP is a required pre-award submission, and is the basis for all phase-in, turnover operations and Caretaker work execution. The TEP is the Caretaker's plan of operation for complying with the Cooperative Agreement requirements. The TEP submitted to the CSO by the Caretaker must identify the method by which the Caretaker will keep the CSO informed as to job status, progress, backlog and scheduled completion dates and work execution plans. The OIC, Caretaker Site Office will use this plan when developing the Navy quality assurance program. The Caretaker should advise the Grants Administrator if there are significant changes to this plan.

1.2.4. The CARETAKER will submit a TEP to the Caretaker for approval for each functional work area where called out for in the technical provisions. This TEP will become part of this agreement when approved by the CSO. The TEP for each functional work area shall include a methodology for tracking and documenting reductions in workload and allowable cooperative agreement expenditures associated with the leasing/licensing, or transfer of properties to the City of San Francisco or other entity.

The Caretaker shall develop a detailed Technical Execution Plan addressing all issues relating to law enforcement and security services delivery, including accounting methods to properly allocate costs for work allowed under this agreement, and to properly prepare vouchers. The Caretaker shall submit the plan for approval to the Navy by 15 September 1998.

1.3. Plan for Future Conveyance

(not applicable.)

1.4. Government Furnished Property/Equipment

(not applicable.)

FUNCTION ANNEX 1, PART 1.A: SECURITY SERVICES

1.A.1. Description

1.A.1.1. Security services for the closed Naval Station (NS) Treasure Island includes management, supervision, and work execution required to protect government property (facilities and personal property) and control access to the Navy owned property.

1.A.1.2. Security services begin under this agreement on 1 October 98.

1.A.2. Concept of Operations

1.A.2.1. The Caretaker, shall provide security services as described below.

1.A.2.2. The Caretaker shall establish 24-hour, security posts at the main gate to the former NS Treasure Island and provide roving security patrols. The main duties of the security posts include visitor access control and deterrence of unauthorized removal of property. Roving security patrol duties include full-time surveillance and deterrence of unauthorized entry to the property and its facilities.

1.A.2.3. All security personnel shall wear uniforms distinguishing them as part of an official security workforce. Security vehicles shall also have distinguishing security markings.

1.A.2.4. Security personnel shall have full-time radio communication capability with each other and with the San Francisco Police Department. Security personnel shall immediately call for Police response if they detect any indication of a crime being committed or previously committed.

1.A.2.5. Security personnel are not required or authorized to carry firearms.

1.A.2.6. The Caretaker shall provide all supplies and equipment necessary to perform the security service, except as indicated in 1.A.4 below.

1.A.3. Plan for Future Conveyance

(not applicable)

1.A.4. Government-Furnished Property/Equipment

Technical Exhibit 1-1 is a list of government-furnished property and equipment (GFE) that the Navy shall provide to the Caretaker for performing this function. These exhibits will become a part of the Technical Execution Plan for Personal Property Management.

The Caretaker shall manage and update changes to GFP/GFE Technical Exhibits, and submit updated copies, as modifications to the Personal Property Management TEP, to the Navy for review.

FUNCTION ANNEX I, PART I.B: FIRE PROTECTION/SUPPRESSION AND EMERGENCY RESPONSE SERVICES

I.B.1. Description

The Fire Protection/Suppression and Emergency Response Services, hereinafter called the "Fire Protection" function, includes services which involve the operation of fire reporting communications center, fire operations, fire prevention inspections, rescue, hazardous materials first responder, emergency medical first responder, and ambulance service. Maintenance of the fire protection facilities shall be accomplished under the Building Maintenance Services Annex (Annex 4) to this agreement.

I.B.2. Concept of Operations

The Caretaker shall provide the Fire Protection function and services to the closed Naval Station Treasure Island in accordance with established standards of the City of San Francisco.

The Caretaker and the Navy shall work cooperatively to minimize/eliminate operations and maintenance costs for the Fire Protection function that serves those areas of the closed NS which have limited or no reuse potential

The Caretaker shall conduct fire inspections in all Caretaker Facility Maintenance Level I, II, III, and IV facilities. The term "Levels" refers to standard Navy Caretaker Levels as described in Annex 4 of this agreement.

The Caretaker shall conduct periodic visual inspections of fire alarm systems and fire protection systems (which include automatic sprinkler systems, standpipe systems, and other extinguishing systems). Routine inspections shall be performed on operational systems. Systems that have not been certified or are presently out-of-service or lacking proper maintenance or repair, shall remain out of service, or shall be placed out-of-service by the Caretaker. Engineered fixed extinguishing systems shall be placed out-of-service in all vacant buildings.

The Caretaker shall provide hazardous materials response and limited cleanup. Hazardous materials response shall include response to spills which impact the surrounding bay waters directly or via the storm drain system. Operations shall be conducted in a manner consistent with the normal procedures of the City of San Francisco Fire Department.

The Caretaker shall incorporate the closed NS into the City of San Francisco's disaster preparedness and emergency management programs.

The Caretaker shall maintain maps, records, and drawings related to the Fire Protection functions as listed in Technical Exhibit 2-1. All records and maps shall be available to the Navy upon request.

The Caretaker shall attend meetings involving all major changes to the infrastructure, building occupancy and use, demolition of structures, and planned public events that impact safe occupancy limits.

I.B.3. Technical Execution Plan (TEP). The TEP is a required pre-award submission, and is the basis for all phase-in, turnover operations and Caretaker work execution. The TEP is the Caretakers plan of operation for complying with the Cooperative Agreement requirements. The TEP submitted to the CSO by the Caretaker must identify the method by which the Caretaker will keep the CSO informed as to job status, progress, backlog and scheduled completion dates and work execution plans. The OIC, Caretaker

Site Office will use this plan when developing the Navy quality assurance program. The Caretaker should advise the Grants Administrator if there are significant changes to this plan.

1.B.4. The CARETAKER will submit a TEP to the Caretaker for approval for each functional work area where called out for in the technical provisions. This TEP will become part of this agreement when approved by the CSO. The TEP for each functional work area shall include, a methodology for tracking and documenting reductions in work load and allowable cooperative agreement expenditures associated with the leasing/licensing, or transfer of properties to the City of San Francisco or other entity.

The Caretaker shall develop a detailed Technical Execution Plan addressing all issues related to fire protection and emergency response services delivery, including accounting methods to properly allocate costs for work allowed under this agreement, and to properly prepare vouchers. The Caretaker shall submit the plan for approval to the Navy by 15 September 1998.

1.B.5. Plan for Future Conveyance

(not applicable)

1.B.6. Government-Furnished Property/Equipment

Technical Exhibit 2-1 is a list of fire protection/suppression and emergency response services documentation that the Caretaker shall maintain.

Technical Exhibit 2-2 is a list of government-furnished property (GFP) that the Navy shall provide to the Caretaker for performing this function. This exhibit will become a part of the Technical Execution Plan for Personal Property Management.

Technical Exhibit 2-3 is a list of government-furnished vehicles that the Navy shall provide to the Caretaker for performing this function. This exhibit will become a part of the Technical Execution Plan for Personal Property Management.

The Caretaker shall manage and update changes to GFP/GFE Technical Exhibits, and submit updated copies, as modifications to the Personal Property Management TEP, to the Navy for review.

Technical Exhibit 2-1
Fire Protection/Suppression and Emergency Response Services
Documentation
RECORD KEEPING SYSTEMS

Records, documentation, recorded or documented instructions and record keeping systems: Fire department recorders, documentation, instructions, reference, training materials, and their systems will include but not be limited to:

- a) Fire Prevention records, documentation, instructional reference and training materials.
- b) Fire Suppression records, documentation, instructional reference and training materials.
- c) Hazardous Materials records, documentation, instructions, reference and training materials.
Emergency Medical Services records, documentation, instructions, reference and training materials.
- e) Fire Alarm maintenance, test, operation instructions, and reference materials.
- f) Fire Department communications equipment maintenance, test, operation instructions, and reference materials.
- g) Water System maintenance, test, operation, and reference materials.
- h) Vehicle maintenance, test, operation, reference and training materials.
- i) Fire Fighting Equipment maintenance, test, operation, reference and training materials.
Disaster Preparedness records, documentation, instructional, reference and training materials.
Training records and documentation.
- l) Response records and documentation.
Utility back up systems tests, records, documentation, operation instructions, reference and training materials.
- n) Records, and documentation relating to construction, utilities, seismic studies, hazardous material abatement, remodeling and/or retrofitting, and layout.

FUNCTION ANNEX 2
TELEPHONE CABLE MAINTENANCE SERVICES

2.1. Description

2.1.1. The telephone cable system for the closed Naval Station (NS) Treasure Island consists of all existing cables, connections, and terminals located throughout the base. The system is located primarily underground running through utility ducts accessible through manholes. Termination boards are located in building structures. The main termination board is located in Building 1.

2.2. Concept of Operations

2.2.1. The Caretaker, will maintain the telephone cable system in an operable condition.

2.2.2. The Caretaker and the Navy will work cooperatively to minimize/eliminate maintenance costs for the system that serves those areas of the closed NS with limited or no reuse potential.

2.2.3. The Caretaker shall conduct system maintenance and repairs necessary to provide a safe, operational telephone cable system. The Caretaker and the Navy will work cooperatively, using sound engineering judgment, to identify optimum corrective solutions for system deficiencies.

2.2.4. The Caretaker will maintain maps and record drawings related to the telephone cable system. All records and maps will be available to the Navy upon request to be used as documentation for system conveyance.

2.2.5. The Caretaker will normally provide the Navy Caretaker Site Office with a minimum of 1 week notification of scheduled service outages.

2.2.6. The Caretaker shall request and receive advance approval, from the Navy Caretaker Site Office, for any planned repairs estimated to be in excess of \$5,000.

2.2.7. "Technical Execution Plan (TEP). The TEP is a required pre-award submission, and is the basis for all phase-in, turnover operations and Caretaker work execution. The TEP is the Caretakers plan of operation for complying with the Cooperative Agreement requirements. The TEP submitted to the CSO by the Caretaker must identify the method by which the Caretaker will keep the CSO informed as to job status, progress, backlog and scheduled completion dates and work execution plans. The OIC, Caretaker Site Office will use this plan when developing the Navy quality assurance program. The Caretaker should advise the Grants Administrator if there are significant changes to this plan.

2.2.8. "The CARETAKER will submit a TEP to the Caretaker for approval for each functional work area where called out for in the technical provisions. This TEP will become part of this agreement when approved by the CSO. The TEP for each functional work area shall include, a methodology for tracking and documenting reductions in work load and allowable cooperative agreement expenditures associated with the leasing/licensing, or transfer of properties to the City of San Francisco or other entity.

The Caretaker shall develop a Technical Execution Plan addressing all issues related to operations, maintenance and service delivery, the work ordering process, and emergency response process, including accounting methods to properly allocate costs for work allowed under this agreement, and to properly prepare vouchers. The Caretaker shall submit the plan for approval to the Navy by 15 September 1998

2.3. Plan for Future Conveyance

The Caretaker and the Navy shall jointly develop an executable plan to convey the telephone cable system from the Navy directly to the future owner. The plan shall target conveyance of the telephone cable system no later than September 1999. This "Telephone Cable System Conveyance Plan" shall be developed by 31 December 1998. The Navy shall also request that the City of San Francisco participate in the development of this plan. The plan shall be of sufficient detail, and have interim milestones, to allow the Navy and the Caretaker to effectively monitor progress.

2.4. Government-Furnished Property/Equipment

Technical Exhibit 8-1 is a list of government-furnished property and/or equipment (GFP/GFE) that the Navy will provide to the Caretaker for performing this function. The Technical Exhibit will become a part of the Technical Execution Plan for Personal Property Management.

The Caretaker shall manage and update changes to GFP/GFE Technical Exhibits, and submit updated copies, as modifications to the Personal Property TEP, to the Navy for review.

**FUNCTION ANNEX 3
GROUNDS MAINTENANCE SERVICES**

3.1. Description

3.1.1. Grounds maintenance services for the closed Naval Station (NS) Treasure Island includes management, supervision, and work execution required to provide caretaker level maintenance and repair to improved grounds. The grounds maintenance function includes grass cutting, irrigation, weed control, tree trimming and removal, litter control, perimeter fence repairs, roadways, and culvert cleaning.

3.1.2. - Grounds maintenance services include coverage of the entire closed NS. Grounds maintenance services shall not be provided for areas under control of the USCG, DOL, and leased or licensed property under this agreement.

3.1.3. Grounds maintenance services begin under this agreement on 1 October 1998.

3.2. Concept of Operations

The Caretaker shall perform grounds maintenance work on the entire closed base in accordance with City standards in two levels:

Level A is the standard level of maintenance used for areas with public access and active interim reuse in the local area.

Level B is the level of maintenance used in areas of little to no public access with no interim reuse in the local area.

3.2.2. The Caretaker shall provide a Facility Manager who shall manage all functions related to Grounds Maintenance.

3.2.3. The Caretaker shall provide Facility Inspectors who shall execute the facility inspection program in conjunction with the Navy CSO staff. The Facility Inspectors shall work directly for the Facility Manager.

3.2.4. The Caretaker and the Navy shall work cooperatively to minimize/eliminate operations and maintenance costs for grounds which serves those areas of the closed NS that have limited or no reuse potential.

3.2.5. The Caretaker shall request and obtain advance approval from the Navy Caretaker Site Office for any planned repairs estimated to be in excess of \$5,000. If an emergency repair is required, the Caretaker may proceed to secure the emergency without prior approval.

3.2.6. The Caretaker shall provide all supplies and equipment necessary to perform the grounds maintenance service, except as indicated in 3.4 below.

3.2.7. The Caretaker execution workforce shall occupy and use the City Department of Public Works spaces in Public Works Department spaces in Building 335 as a local shop and storage space.

3.2.8. Technical Execution Plan (TEP). The TEP is a required pre-award submission, and is the basis for all phase-in, turnover operations and Caretaker work execution. The TEP is the Caretakers plan of operation for complying with the Cooperative Agreement requirements. The TEP submitted to the CSO by the Caretaker must identify the method by which the Caretaker will keep the CSO informed as to job status, progress, backlog and scheduled completion dates and work execution plans. The OIC, Caretaker

Site Office will use this plan when developing the Navy quality assurance program. The Caretaker should advise the Grants Administrator if there are significant changes to this plan.

3.2.9. The CARETAKER will submit a TEP to the Caretaker for approval for each functional work area where called out for in the technical provisions. This TEP will become part of this agreement when approved by the CSO. The TEP for each functional work area shall include a methodology for tracking and documenting reductions in workload and allowable cooperative agreement expenditures associated with the leasing/licensing, or transfer of properties to the City of San Francisco or other entity.

3.2.10. The Caretaker shall develop a detailed Technical Execution Plan addressing the grounds inspection process, the work ordering process, the quality control process, and the safety plan for grounds maintenance services, including accounting methods to properly allocate costs for work allowed under this agreement, and to properly prepare vouchers. The plan shall include a section on pest management and a list of pesticides and herbicides used in weed and pest control on the closed NS. The Caretaker shall submit the plan for approval to the Navy by 15 September 1998.

3.3. Plan for Future Conveyance

(not applicable)

3.4. Government-Furnished Property/Equipment

3.4.1. Technical Exhibit 5-1 is a list of government furnished property (GFP) that the Navy shall provide to the caretaker for performing this function. This technical exhibit shall be maintained and updated by the Caretaker as modifications to the Personal Property Management TEP.

**FUNCTION ANNEX 4
BUILDING AND ROADS MAINTENANCE SERVICES**

FUNCTION ANNEX 4, PART 1: BUILDING MAINTENANCE

4.1. Description

4.1.1. Building Maintenance Services for the closed Naval Station (NS) Treasure Island includes management, supervision, and work execution required to provide caretaker level maintenance and repair to Navy owned buildings and structures which are vacant and laid-away pending reuse. The number of facilities covered by this agreement shall decrease as buildings and land parcels are leased to the City of San Francisco for reuse. All building systems are covered by this annex, including structural systems, electrical systems, mechanical systems, roofing systems, fire suppression/alarm systems, and installed related equipment, such as elevators and hoists. Pest control within buildings is also included in this annex. The level of maintenance effort for any particular building is in accordance with Navy policy on facilities in layaway status (provided separately from this agreement) and the designated "caretaker level" assigned by the Navy CSO in coordination with the City of San Francisco related to reuse potential. In general, maintenance work shall be performed to a level that limits deterioration by providing a weather-tight facility secure from entry. "Improvements" to buildings in a layaway status are not allowable under this agreement.

4.1.2. This function applies to the areas on the "Closed Naval Station Treasure Island".

4.1.3. The Caretaker shall use a portion of Building 1 and Building 225 at the closed NS for performance of Building Maintenance Services function.

4.1.4. Building maintenance services begin under this agreement on 1 October 1998.

4.2. Concept of Operations

4.2.1. The Caretaker shall perform building maintenance work on the structures located on the closed NS Treasure Island, in accordance Navy building caretaker standards, and special requirements for "Historical" buildings (provided separately from this agreement).

4.2.2. The Caretaker shall provide a Facility Manager, who shall manage all functions related to Building Maintenance Services and Roads/Grounds Maintenance covered in Annex 5.

4.2.3. The Caretaker shall provide Facility Inspectors who will execute the facility inspection program in-conjunction with the Navy CSO staff. The Facility Inspectors shall work directly for the Facility Manager.

4.2.4. The Caretaker shall perform the majority of the work effort of this function using in-house City of San Francisco Public Works Department personnel and supervision, including both field and technical engineering support. Some specialty function support may be obtained via contract by the Caretaker.

4.2.5. The Caretaker shall provide 24 hour, on-call, emergency response and repair capability to secure situations that threaten the property, such as broken water pipes, secondary electrical failures, significant roof leaks, etc.

4.2.6. The Caretaker shall inspect buildings according to established schedules to identify required building maintenance work. The Caretaker shall order required work for accomplishment by in-house personnel or contract. The Caretaker shall request and obtain advance approval from the Navy CSO for

any planned repairs estimated to be in excess of \$5,000.

4.2.7. The Caretaker shall also maintain active buildings under this agreement used by the Navy and City of San Francisco Caretaker staffs including those used by the CSO, CA Manager, Facility Manager, Fire Department, Security and Public Works. The maintenance work for these buildings includes emergency/service calls and boiler maintenance.

4.2.8. The Caretaker shall provide all supplies and equipment necessary to perform the building maintenance service, except as indicated in 4.A.4. below.

4.2.9. Technical Execution Plan (TEP). The TEP is a required pre-award submission, and is the basis for all phase-in, turnover operations and Caretaker work execution. The TEP is the Caretakers plan of operation for complying with the Cooperative Agreement requirements. The TEP submitted to the CSO by the Caretaker must identify the method by which the Caretaker will keep the CSO informed as to job status, progress, backlog and scheduled completion dates and work execution plans. The OIC, Caretaker Site Office will use this plan when developing the Navy quality assurance program. The Caretaker should advise the Grants Administrator if there are significant changes to this plan.

4.2.10. "The CARETAKER will submit a TEP to the Caretaker for approval for each functional work area where called out for in the technical provisions. This TEP will become part of this agreement when approved by the CSO. The TEP for each functional work area shall include, a methodology for tracking and documenting reductions in work load and allowable cooperative agreement expenditures associated with the leasing/licensing, or transfer of properties to the City of San Francisco or other entity.

The Caretaker shall develop a detailed Technical Execution Plan addressing the emergency response process, the building inspection process, the work ordering process, the quality control process, and the safety plan for building maintenance services, including accounting methods to properly allocate costs for work allowed under this agreement, and to properly prepare vouchers. The Caretaker shall submit the plan for approval to the Navy by 15 September 1998.

4.3. Plan for Future Conveyance

(not applicable)

FUNCTION ANNEX 4, PART 4.A.: ROADS MAINTENANCE

4.A.1. Description

4.A.1.1. Roads services for the closed Naval Station (NS) Treasure Island includes management, supervision, and work execution required to provide caretaker level maintenance and repair to paved roadways. The roads maintenance function includes asphalt repair, concrete repair, street striping, street sweeping, roadway above ground culvert cleaning, traffic signage repair, and sidewalk repairs.

4.A.1.2. Roads maintenance services include coverage of the entire closed NS. Roads maintenance services shall not be provided for areas under control of the USCG, DOL, and leased or licensed property under this agreement.

4.A.1.3. Roads maintenance services begin under this agreement on 1 October 1998.

4.A.2. Concept of Operation

4.A.2.1. The Caretaker shall perform roads maintenance work on the entire closed base in accordance with City standards in two levels:

Level A is the standard level of maintenance used for areas with public access and active interim reuse in the local area.

Level B is the level of maintenance used in areas of little to no public access with no interim reuse in the local area.

4.A.2.2. The Caretaker shall provide a Facility Manager who shall manage all functions related to Roads Maintenance and Building Maintenance.

4.A.2.3. The Caretaker shall provide Facility Inspectors who shall execute the facility inspection program in conjunction with the Navy CSO staff. The Facility Inspectors shall work directly for the Facility Manager.

4.A.2.4. The Caretaker shall work cooperatively with the Navy CSO staff in the execution of work associated with this function.

4.A.2.5. The Caretaker shall perform the majority of the work effort of this function using contracted support through the City Public Works Department.

4.A.2.6. The Caretaker and the Navy shall work cooperatively to minimize/eliminate operations and maintenance costs for roads which serves those areas of the closed NS that have limited or no reuse potential.

4.A.2.7. The Caretaker shall request and obtain advance approval from the Navy Caretaker Site Office for any planned repairs estimated to be in excess of \$5,000. If an emergency repair is required, the Caretaker may proceed to secure the emergency without prior approval.

4.A.2.8. The Caretaker shall provide all supplies and equipment necessary to perform the building maintenance and roads maintenance service, except as indicated in 5.4 below.

4.A.2.9. The Caretaker execution workforce shall occupy and use the City Department of Public Works spaces in Public Works Department spaces in Building 225 as a local shop and storage space.

4.A.2.10. Technical Execution Plan (TEP). The TEP is a required pre-award submission, and is the basis

for all phase-in, turnover operations and Caretaker work execution. The TEP is the Caretakers plan of operation for complying with the Cooperative Agreement requirements. The TEP submitted to the CSO by the Caretaker must identify the method by which the Caretaker will keep the CSO informed as to job status, progress, backlog and scheduled completion dates and work execution plans. The OIC, Caretaker Site Office will use this plan when developing the Navy quality assurance program. The Caretaker should advise the Grants Administrator if there are significant changes to this plan.

4.A.2.11. The CARETAKER will submit a TEP to the Caretaker for approval for each functional work area where called out for in the technical provisions. This TEP will become part of this agreement when approved by the CSO. The TEP for each functional work area shall include, a methodology for tracking and documenting reductions in work load and allowable cooperative agreement expenditures associated with the leasing/licensing, or transfer of properties to the City of San Francisco or other entity..

The Caretaker shall develop a detailed Technical Execution Plan addressing the road inspection process, the work ordering process, the quality control process, and the safety plan for road maintenance services, including accounting methods to properly allocate costs for work allowed under this agreement, and to properly prepare vouchers. The Caretaker shall submit the plan for approval to the Navy by 15 September 1998.

4.A.3. Plan for Future Conveyance

(not applicable)

4.A.4. Government-Furnished Property/Equipment

4.A.4.1. Technical Exhibit 4-1 and 4-2 is a list of government-furnished property (GFP) that the Navy shall provide to the caretaker for performing this function.

4.A.4.2. Technical Exhibit 4-3 is a list of government-furnished property and equipment (GFP/GFE) that the Navy shall provide to the Caretaker for performing this function.

4.A.4.3. The Caretaker shall manage and update changes to the GFP/GFE Technical Exhibits and submit updated copies, as modifications to the Personal Property Management TEP to the Navy for review.

FUNCTION ANNEX 5
PERSONAL PROPERTY MANAGEMENT AND COOPERATIVE AGREEMENT SERVICES

5.1. Description

5.1.1. The Personal Property Management Service for the closed NS Treasure Island includes the management and work execution resources necessary to maintain accountability for government owned personal property remaining at the closed base. The personal property is grouped into several broad categories, including property staged for reuse, property issued for reuse, property issued to the Caretaker to support the cooperative agreement, and property retained by the Navy to support CSO operations.

5.1.2. This personal property is stored in various locations throughout the closed NS. Items with a value of greater than \$5,000 are inventoried and listed individually in a personal property database developed by the Navy. Items of less than \$5,000 are in bulk inventory and listed by bulk line item in the database.

5.2. Concept of Operations

5.2.1. The Caretaker will provide a Personal Property Manager who will manage all functions related to the control and accountability of all remaining government owned personal property, including storage, security, inventory, issue/receipt, and data base maintenance.

5.2.2. The Caretaker will work cooperatively with the Navy CSO staff in the execution of work associated with this function. The CSO will contribute approximately one work year of effort in the execution of this function.

5.2.3. "Technical Execution Plan (TEP). The TEP is a required pre-award submission, and is the basis for all phase-in, turnover operations and Caretaker work execution. The TEP is the Caretakers plan of operation for complying with the Cooperative Agreement requirements. The TEP submitted to the CSO by the Caretaker must identify the method by which the Caretaker will keep the CSO informed as to job status, progress, backlog and scheduled completion dates and work execution plans. The OIC, Caretaker Site Office will use this plan when developing the Navy quality assurance program. The Caretaker should advise the Grants Administrator if there are significant changes to this plan.

5.2.4. "The CARETAKER will submit a TEP to the Caretaker for approval for each functional work area where called out for in the technical provisions. This TEP will become part of this agreement when approved by the CSO. The TEP for each functional work area shall include, a methodology for tracking and documenting reductions in work load and allowable cooperative agreement expenditures associated with the leasing/licensing, or transfer of properties to the City of San Francisco or other entity.

The Caretaker shall develop a detailed Technical Execution Plan addressing the control and accountability of personal property, storage, security, inventory, issue/receipt, and data base management processes, including accounting methods to properly allocate costs for work allowed under this agreement, and to properly prepare vouchers. The Caretaker shall submit the plan for approval to the Navy by 1 September 1998.

5.3. Plan for Future Conveyance

5.3.1. The Caretaker and the Navy shall jointly develop an executable plan to convey all remaining government owned personal property from the Navy directly to the future owner. This Plan shall target conveyance by no later than September 1999. This "Personal Property Conveyance Plan" shall be developed by 31 December 1998. The Navy shall also request that City of San Francisco participate in the development of this plan. The plan shall be of sufficient detail, and have interim milestones, to allow the

Navy and the Caretaker to effectively monitor progress.

5.4. Government Furnished Property/Equipment

5.4.1. (not applicable)

FUNCTION ANNEX PART 5.A.
COOPERATIVE AGREEMENT MANAGEMENT

5.A.1. Description

5.A.1.1. The Cooperative Agreement Management function has six primary purposes:

- a. provide dedicated, over-arching execution management of the entire agreement, coordinating execution among Police, Fire, Public Works, City support staff, and City contractors (including utility companies) providing support to this agreement.
- b. coordinate directly as one component of a three-part management team with both the local Navy Engineering Field Activity West (EFA West) representatives and City of San Francisco staff.
- c. provide resources for City general and administrative (G&A) costs incurred by the City in support of this agreement, including senior City management support, personnel administration, legal counsel, information systems support, contracting support, and financial management support.
- d. provide dedicated information system capability to construct and maintain a bridge from Navy controlled information to City controlled information.
- e. provide dedicated financial management capability to ensure all Caretaker costs that are allowable and allocable to this agreement are captured.
- f. provide dedicate management of plan and blueprint inventory, distribution, and copying of repository located in room 14A of Building 1.

5.A.2. Concept of Operations

5.A.2.1. The Caretaker shall provide a Cooperative Agreement (CA) Manager to lead and manage the City's efforts under this agreement. This CA manager shall coordinate directly with the Director of City of San Francisco Treasure Island Project Staff, the Director of Public Works, the Chief of Police, the Chief of Fire Department, and other City staff members. The CA Manager shall be the City's primary point of contact to the Navy on all matters related to this agreement.

5.A.2.2. The CA Manager shall participate in the development of the full range of function management plans. The CA Manager shall ensure the function management plans are carefully developed and submitted for Navy approval by the dates required.

5.A.2.3. The CA Manager shall have a Information Systems Assistant who shall collect and maintain important data, records, maps, and drawings related to the closed base. This position shall act as a database manager for centralized statistical information. The position shall provide system administration and security for all Caretaker computer systems related to this agreement.

5.A.2.4. Technical Execution Plan (TEP). The TEP is a required pre-award submission, and is the basis for all phase-in, turnover operations and Caretaker work execution. The TEP is the Caretakers plan of operation for complying with the Cooperative Agreement requirements. The TEP submitted to the CSO by the Caretaker must identify the method by which the Caretaker will keep the CSO informed as to job status, progress, backlog and scheduled completion dates and work execution plans. The OIC, Caretaker Site Office will use this plan when developing the Navy quality assurance program. The Caretaker should advise the Grants Administrator if there are significant changes to this plan.

5.A.2.5. The CARETAKER will submit a TEP to the Caretaker for approval for each functional work area where called out for in the technical provisions. This TEP will become part of this agreement when approved by the CSO. The TEP for each functional work area shall include, a methodology for tracking and documenting reductions in work load and allowable cooperative agreement expenditures associated with the leasing/licensing, or transfer of properties to the City of San Francisco or other entity.

5.A.2.6. The Caretaker shall develop a detailed Technical Execution Plan addressing all issues related to information systems management operations, including accounting methods to properly allocate costs for work allowed under this agreement, and to properly prepare vouchers. The Caretaker shall submit the plan for approval to the Navy by 15 September 1998.

5.A.2.7. The CA Manager shall have a full-time Financial Management Assistant who shall establish and maintain a accounting system that shall capture all Caretaker costs related to this agreement and satisfy audit requirements. This position shall administer the process of requesting and receiving reimbursement from the Navy for executing this agreement. This position shall also provide administrative support to the CA Manager.

5.A.2.8. Technical Execution Plan (TEP). The TEP is a required pre-award submission, and is the basis for all phase-in, turnover operations and Caretaker work execution. The TEP is the Caretakers plan of operation for complying with the Cooperative Agreement requirements. The TEP submitted to the CSO by the Caretaker must identify the method by which the Caretaker will keep the CSO informed as to job status, progress, backlog and scheduled completion dates and work execution plans. The OIC, Caretaker Site Office will use this plan when developing the Navy quality assurance program. The Caretaker should advise the Grants Administrator if there are significant changes to this plan.

5.A.2.9. The CARETAKER will submit a TEP to the Caretaker for approval for each functional work area where called out for in the technical provisions. This TEP will become part of this agreement when approved by the CSO. The TEP for each functional work area shall include, a methodology for tracking and documenting reductions in work load and allowable cooperative agreement expenditures associated with the leasing/licensing, or transfer of properties to the City of San Francisco or other entity.

The Caretaker shall develop a detailed Technical Execution Plan addressing all issues related to financial accounting and auditing operations, including accounting methods to properly allocate costs for work allowed under this agreement, and to properly prepare vouchers. The Caretaker shall submit the plan for approval to the Navy by 15 September 1998.

5.A.2.10. The CA Manager and staff shall work cooperatively with the Navy and City of San Francisco staff to develop integrated management processes to ensure effective and efficient use of resources.

5.A.2.11. The CA Management staff shall collocate with the Navy CSO in Building 1 on the closed NS.

5.A.3. Plan for Future Conveyance

This function shall end with the completion of this agreement.

5.A.4. Government Furnished Property/Equipment

(not applicable)

5.A.5. Invoice Verification Procedures

5.A.5.1 Quality Assurance Inspections

- A. The Caretaker shall provide a copy of the Caretaker work order listing for all work ordered under the Cooperative Agreement to the CSO OIC on the 1st and 15th of each month.
- B. The CSO OIC or his designated representative will annotate which projects scheduled for completion during the current month he would like to inspect, and return the listing to the Caretaker within two days of receipt.
- C. The Caretaker or his designated representative will notify the CSO OIC 24 hours in advance of when the annotated jobs are ready for inspection and set a time, date, and meeting location for this inspection.
- D. The CSO OIC or his designated representative shall conduct the required inspection documenting findings using an Inspection Form, and file this form in the monthly invoice verification file for the current month located in the CSO Cooperative Agreement files.

5.A.5.2 Invoice Verification

- A. The Caretaker shall provide copies of both the Monthly Expenditure Summary Report (A report prepared by the Caretaker which provides a summary of the current FY budget, direct and indirect costs expended during the month, total monthly costs, cumulative annual costs, FY balance, percent of budget expended and previous month cumulative costs for each budget line item of this Agreement) and the detailed Cooperative Agreement Monthly Reports (A report prepared by the Caretaker which summarizes by Work Order No., function charged to (or type work accomplished), employee no., date charged, and labor, material, equipment, and contract costs and total costs) to the CSO OIC as soon after their publication as possible (generally the second week of month following the report period).
- B. The CSO OIC or his designated representative will review these reports, applicable Work Request Authorizations and all inspection reports for the invoice period.
- C. If no questioned or disallowed costs are noted, the CSO OIC or his designated representative shall advise the Caretaker to forward the invoice (Standard Form 1034 and Standard Form 1035A) to the Grants Administrator at EFA West for processing for payment. The CSO OIC shall also complete a copy of the Invoice Verification Memorandum and forward this memorandum to the EFA West Grants Administrator.
- D. For any questioned or disallowed costs, the CSO OIC will schedule a meeting with Caretaker to review and reconcile the disputed costs. The meeting will be scheduled to occur within five working days of receipt of expenditure summary and detailed Cooperative Agreement Monthly Reports.
- E. During the meeting outlined above, the CSO OIC and/or his designated representative and Caretaker will reconcile all problem areas found by the CSO OIC during the reports review. The Caretaker will take informal meeting minutes indicating agreed upon changes and disputes and provide a copy to the CSO OIC. The Caretaker will make any agreed upon corrections and resubmit a corrected copy of the monthly expenditure summary to the CSO OIC within two working days of the meeting.
- F. Immediately upon resubmittal of the corrected copy of the monthly expenditure report the Caretaker shall submit by letter, an invoice (Standard Form 1034 and Standard Form 1035A) to the EFA West Grants Administrator for payment, with a copy to the CSO OIC.
- G. Immediately upon receipt of the copy of the invoice, the CSO OIC shall verify that all corrections

agreed upon during the paragraph 5.A.5.2.D. meeting have been incorporated into the invoice, complete a copy of the Invoice verification Memorandum and forward this memorandum to the EFA West Grants Administrator.

- H. Where Agreement cannot be reached between the parties with regards to the contents of the invoice, the disagreement will be noted and dispute remedied as stipulated under Article X of the Cooperative Agreement.

Copies of all documentation referenced above shall be filed in the CSO monthly invoice verification file for the invoice month.

**FUNCTION ANNEX 6
UTILITIES SERVICES**

6.1. Description

6.1.1. The Utilities Services function provides electric, natural gas, sanitary sewer, sewage treatment and storm sewer operation and maintenance services to the closed NS. A detailed breakdown of components of these systems are provided below.

6.1.2 The Caretaker may use Building 264 and storage lot 292 at Treasure Island for performance of the Utilities Services function.

6.2. Concept of Operations

6.2.1. **General:** The Caretaker will operate and maintain utility systems at Treasure Island and Yerba Buena Island, as described in paragraph 6.3, below, including electric, natural gas, water, sanitary sewer, storm sewer and sewage treatment systems. The Caretaker will defray associated costs through revenue generated by charging Navy authorized rates to all users of utilities services. All storage and handling of materials and equipment necessary for utilities maintenance shall be done in accordance with the Treasure Island Storm Water Pollution Prevention Plan.

6.2.2. **Utilities Purchase:** The Caretaker will be responsible for purchase of all electricity, natural gas and water consumed on TI and YBI and for purchase of electric power provided to the east water pump station serving the base.

6.2.3. Recovering Funds for Consumption by the Navy

Units of consumption for which the Navy is responsible have been determined through estimates mutually agreed upon by the Navy and the Caretaker. Estimated Navy uses are itemized by figure 6.1 below. Total annual charges will not exceed \$504,980.40 and can be billed monthly by the Caretaker at the rate of \$42,081.70 per month.

6.2.4. System Extension and Provision of New Service

6.2.4.1. **New Services Requested by the Navy and other Federal Users:** The Caretaker will provide any extension or alteration of systems along with any metering or service connections requested by the Navy or as approved by the Navy for other Federal users on the base. Costs for such work will be recovered by the Caretaker directly from any Non-Navy Federal user and will not be charged to the Navy. Costs incurred for any such work requested by and executed for the Navy will be reimbursed under this agreement.

6.2.4.2. **New Services Required by Lessees or Licensees:** The Caretaker may also provide system extensions and alterations along with metering and service connections required to fully and exclusively meter use of water, electricity and natural gas within any premises which may be under license or lease from the Navy during the term of this agreement. Costs for any such work will be recovered by the Caretaker directly from the benefiting Lessee or Licensee and will not be charged to the Navy.

6.3. Technical Execution Plan (TEP).

6.3.1. The TEP is a required pre-award submission, and is the basis for all phase-in, turnover operations and Caretaker work execution. The TEP is the Caretaker's plan of operation for complying with the Cooperative Agreement requirements. The TEP submitted to the CSO by the Caretaker must identify the method by which the Caretaker will keep the CSO informed as to job status, progress, backlog and

scheduled completion dates and work execution plans. The OIC, Caretaker Site Office will use this plan when developing the Navy quality assurance program. The Caretaker should advise the Grants Administrator if there are significant changes to this plan.

6.3.2. The CARETAKER will submit a TEP to the Caretaker for approval for each functional work area where called out for in the technical provisions. This TEP will become part of this agreement when approved by the CSO. The TEP for each functional work area shall include, a methodology for tracking and documenting reductions in workload and allowable cooperative agreement expenditures associated with the leasing/licensing, or transfer of properties to the City of San Francisco or other entity. The methodology tracking and documenting reductions in utility maintenance and commodity costs associated with transfers of specific zones may be predicated upon an equitable allocation plan predicated upon square feet of building space included within the zone or some other equitable breakdown.

6.3.3. The Caretaker shall develop a detailed Technical Execution Plan addressing the specific utilities procedures utilized by the Caretaker for execution of work under this agreement, including accounting methods to properly allocate costs for work allowed under this agreement, and to properly prepare vouchers. The Caretaker shall submit the plan for approval to the Navy by 15 September 1998.

6.4. Systems Definitions, Extent of Caretaker Responsibility

6.4.1. **Water System:** Facilities to be operated and maintained by the Caretaker under this agreement consist of the existing water delivery facilities at Treasure Island and Yerba Buena Island (TI/YBI) including:

- * Supply and delivery pipelines, initiating at the supply points for TI/YBI from the City of San Francisco to the west and the East Bay Municipal Utility District (EBMUD) to the east.
- * Water storage and chlorination facilities.
- * Water pumping stations on TI/YBI.
- * The water pumping station on the east side of the Bay Bridge specifically dedicated to the supply pipeline to TI/YBI.
- * All supply lines that cross through or under any leased or non-leased building or facility that do not serve that building or facility.
- * For metered buildings and facilities; Caretaker responsibility ends at the first valve or meter upstream of the building or facility.
- * For buildings and Facilities which are not metered; Caretaker responsibility will include all supply lines and water system facilities up to five (5) feet of any building or facility.

6.4.2. **Sanitary Sewer System:** Facilities to be operated and maintained by the Caretaker consist of the existing sanitary sewer collection and treatment facilities at TI/YBI, including:

- * Waste water treatment plant, including all facilities within the perimeter fence of the plant and including the outfall.
- * Waste water pumping stations
- * Mainline sewers

- * Forced mains
- * Collection and service sewers to the limit of leaseholding for leased facilities.
- * For buildings and facilities which are not leased or otherwise occupied, or which are in use by the Navy or Navy Customers; Collection and service sewers to either [a] the last cleanout upstream of the mainline sewer along the service to the building or facility, or [b] to a point five (5) feet from the foundation of the building or facility.

6.4.3. **Storm Water System:** Facilities to be operated, maintained, and cleaned by the Caretaker consist of the existing storm water collection and discharge facilities at TI/YBI, including:

- * Storm water collections system
- * Storm water pumping stations
- * Storm water outfalls
- * Storm Drain System

6.4.4. **Natural Gas System:** Natural gas is delivered to TI by a supply line owned by the Pacific Gas and Electric Co. (PG&E). PG&E also owns and operates the main meters and pressure reducing stations at the point of delivery of the island. Under this agreement the Caretaker will be responsible for operations and maintenance of all facilities downstream of PG&E facilities including:

- * Supply and delivery pipeline downstream of the main meter and pressure reduction station located on TI.
- * Supply lines to and including that last valve or corporation stop leading to all leased, non-leased, occupied or non, occupied buildings and facilities.

6.4.5. **Electrical Distribution System:** Facilities to be operated and maintained by the Caretaker consist of the existing transformation and distribution facilities at TI/YBI, including:

- * The entire high voltage transmission line serving Treasure Island, originating at the point of connection to the breakers at the Davis Substation (located at the Fleet and Industrial Supply Center in Oakland), including overhead and underground elements of the line located on the Fleet and Industrial Supply Center and the Oakland Army Base, the underground element extending from the Oakland Army Base, including the junction with the submarine section of the line and the submarine section including the junction and underground section of line at Treasure Island, to the point of connection at the main Treasure Island substation.
- * The main substation on TI.
- * The distribution system and related equipment between the main substation on TI and the end-users on TI/YBI
- * For metered buildings and facilities; The Caretaker provides operations and maintenance up to and including the meter.
- * For buildings and facilities which are not metered or which have dedicated switchgear or transformers at the building or facility, the Caretaker provides operations and maintenance to the low side

of the dedicated switchgear or transformer and shall include the dedicated switchgear or transformer.

* For buildings and facilities which are not metered and which do not have dedicated switchgear or transformers at the building or facility, the Caretaker provides operations and maintenance to the weatherhead, building perimeter, or equipment connection.

* The Davis Substation at the Fleet and Industrial Supply Center, Oakland, CA

6.5. Organization and Communication

6.5.1. **Caretaker and Navy Representatives:** The primary interface between the Caretaker and the Navy for the purpose of coordinating respective day-to-day actions and responsibilities for utilities operations will take place at regular meetings between the Caretaker's Utilities Project Manager (PM) and the designated representative of the Navy Caretaker Site Office (CSO). Meetings will be held among PM and CSO representatives to assure a mutual understanding of the overall utilities operation as well as to request and provide authority as required by this procedure for such actions as scheduled outages and excavations.

6.5.2. Outage Management

6.5.2.1. **Scheduled Outages:** The following procedure will be used by the Caretaker and Navy to obtain authority for any utility outage not resulting from an emergency or unplanned failure:

6.5.2.2. **Caretaker Request:** The Caretaker will submit a written request to the CSO for any planned system outage. As a minimum, outage requests will include the following information:

- * Purpose of the outage
- * Utilities commodities affected
- * Buildings and facilities affected
- * Proposed start and completion dates and times.
- * Verification that the proposed outage is properly coordinated with non-Navy tenants per paragraph 6.5.2.3., below.

6.5.2.3. **Coordination with non-Navy Tenants:** The Caretaker will coordinate any planned outage with non-Navy tenants to assure the outage can proceed as planned and scheduled without undue disruption of Tenant's operations.

6.5.2.4. **Coordination by the CSO:** The CSO will coordinate the outage request with Navy activities and contractors which may be operating on the base and will determine whether the outage can be approved as described on the schedule requested.

6.5.2.5. **Approved Outages:** In cases in which the outage is acceptable as requested, the CSO will immediately inform the Caretaker. The Caretaker will then notify all tenants and affected Navy users and will execute on the outage at the agreed upon time.

6.5.2.6. **Disapproved Outages:** In cases in which the outage cannot be approved, the CSO will request acceptable alternatives from those affected and will report this information in writing to the Caretaker. The Caretaker will then revise the outage request accordingly and resubmit per paragraph 6.5.2.2

6.5.2.7. Unscheduled Outages: The Caretaker will immediately report unplanned system outages to the CSO using an established list of contacts for this purpose.

6.5.3. Excavation Management

6.5.3.1. Scheduled Excavations: The following procedure will be used by the Caretaker and Navy to coordinate any excavation not resulting from an emergency or unplanned system failure:

6.5.3.2. Caretaker Request: The Caretaker will submit a written request to the CSO for the proposed excavation. As a minimum excavation requests will include the following information:

- * Purpose of the excavation
- * Streets / traffic affected
- * Buildings and facilities affected
- * Proposed start and completion dates and times
- * Verification that all utilities in the vicinity of the proposed excavation have been located and clearly marked.
- * Verification that the requested excavation is properly coordinated with non-Navy Tenants per paragraph 6.5.3.3, below.

6.5.3.3. Coordination with non-Navy Tenants: The Caretaker will coordinate any planned excavation with non-Navy tenants to assure the outage can proceed as planned and scheduled without undue disruption of Tenant's operations.

6.5.3.4. Coordination by CSO: The CSO will coordinate the excavation request with Navy activities and contractors which may be operating on the base and will determine whether the excavation can proceed as described and on the schedule requested.

6.5.3.5. Approved Excavation Requests: In cases in which the excavation plan is acceptable as proposed the CSO will immediately inform the Caretaker of approval and will provide the Caretaker with any special requirements which may be imposed by the Navy in providing approval. Special considerations may address environmental or other factors. Upon receiving approval, the Caretaker will notify all affected Navy and non-Navy tenants and then perform the excavation and related work at the agreed upon time and in accordance with any special requirements which may be imposed by the CSO.

6.5.3.6. Disapproved Excavation Requests: In cases in which the excavation request cannot be approved, the CSO will request acceptable alternatives from affected Navy activities and will report this information in writing to the Caretaker. The Caretaker will then revise the outage request accordingly and resubmit per paragraph 6.5.3.2

6.6. Preventive Maintenance

Regularly scheduled preventive maintenance will be executed accordance with standard practices of the Caretaker and in accordance with applicable local, state and Federal regulations. No reporting is required to the Navy on preventive maintenance schedules or execution except general reporting on utilities maintenance status to the CSO as described in paragraph 6.4, Organization and Communication.

6.7. Unscheduled Repairs: In addition to preventive maintenance, the Caretaker will perform repairs

which may be determined to be necessary. Repairs will be performed in accordance with the Caretaker's standard practices and will be in compliance with all applicable local, State and Federal regulations. No reporting is required to the Navy on repair requirements or execution except general reporting on utilities maintenance status to the CSO described in paragraph 6.5 Organization and Communication or where response involves an emergency as defined in 6.9.

6.8. Trouble Call Response and Reporting

6.8.1. Origin and Reception of Trouble Calls: Trouble calls may derive from Navy or non-Navy tenants on TI or YBI who observe or are affected by a system problem or failure. Calls will be directed to the telephone number established by the Caretaker for this purpose. The Caretaker will assure a receptionist is available at this number 24 hours per day, 365 days per year. Upon receiving a call, the Caretaker will record information provided by the caller and will assure actions is taken to correct the situation described if within the sphere of responsibility of the Caretaker as defined in this agreement. If the problem described by the caller is clearly outside the responsibility of the Caretaker, the receptionist will so inform the caller. In addition, the receptionist will provide the caller with a unique number which will serve to identify the call and which will be used in making any future inquiries or reports regarding the call.

6.8.2. Caretaker Points of Contact: In addition to the telephone number of the Caretaker trouble reception desk, the CSO will maintain a "CALLBACK" list of telephone numbers for Caretaker managers responsible for utilities operations at TI/YBI. This list will includes persons at each level of Caretaker management and will be used by the CSO in the circumstances listed below. Individuals on the list will be contacted in the order listed until contact is made and the requisite responsibility accepted:

- [1] Contact cannot be made with the Caretaker trouble reception desk
- [2] In cases of emergency
- [3] In cases in which responses to trouble calls do not occur within a reasonable time.

6.8.3 Caretaker Trouble Call Reporting: Upon receiving a request for trouble response, the Caretaker reception desk will issue a Trouble Call (TC) number which will serve as a key identifier for the call and will be used to track and report on response. Both the Caretaker trouble desk and CSO will maintain records of all TC#'s issued along with pertinent details on response and resolution

It is the responsibility of the Caretaker to report status of trouble calls to affected Navy and non-Navy Tenants as required

It is the responsibility of the Caretaker to report on response, key developments, and resolution of each trouble call to the CSO.

6.9. Emergency Response

6.9.1. Emergency requirements

6.9.1.1. Definition: Trouble calls from the CSO or other Navy activities to the Caretaker will be designated as EMERGENCY requirements where it has been determined or is suspected that immediate action is required to eliminate a threat to human health, the environment, to protect property or to avoid disruption of essential operations. Situations satisfying these criteria may also be observed directly by Caretaker personnel or may be reported to the Caretaker by means other than the normal trouble reception protocol.

6.9.1.2. Stabilization: However an emergency is reported, the Caretaker will immediately apply personnel and resources at the level needed to stabilize the situation at any time, 24 hours per day, seven

days per week.

6.9.1.3. Reporting: It is the responsibility to the Caretaker PM or any authorized delegate of the PM to report emergencies and steps taken to accomplish stabilization to the CSO as early as possible and as significant new information becomes available.

6.9.1.4. Follow-up Work: After the emergency is stabilized, additional work needed to finalize repairs will be scheduled and proceed in accordance with the Caretaker's normal operating procedures.

6.10. Marking Utilities Locations

The Caretaker will locate and clearly mark all electric, natural gas, water, sewer, telephone and steam utilities in any area as may be requested by the CSO or through the established trouble call process to facilitate work by the Navy or others. Requests for marking and response will be handled through the trouble call procedure described in paragraph 6.7, above. In addition, the Caretaker will locate and clearly mark all electric, natural gas, water, sewer, telephone and steam utilities in any area in which the Caretaker proposes performing an excavation (see Excavation Management, paragraph 6.4.3).

6.11. Maintenance of Government Furnished Vehicles

Technical Exhibit 6-1 provides a list of trucks and other wheeled equipment furnished by the Navy for use by the Caretaker in executing the requirements of the Cooperative Agreement. The Caretaker will have full responsibility for operation and maintenance of this equipment in accordance with all applicable local, State and Federal laws and regulations. Use of this equipment by the Caretaker will generally be restricted to work on TI and YBI. The Caretaker may operate the equipment at other locations only to facilitate fueling, maintenance and repair or to execute work which directly supports utilities operations and maintenance on the islands. Vehicles may not be used for work by the Caretaker which is unrelated to requirements at TI and YBI and may not be used by Caretaker employees for personal business or means of traveling from home to work.

6.12. Environmental Permit Management

For the term of the Cooperative Agreement, the Navy will remain permit holder for air quality and water quality permits associated with utility systems at TI/YBI. The Caretaker will operate utilities in conformance with applicable permits and will perform regular monitoring and reporting required by the permits listed by Technical Exhibit 6-2. The Caretaker will perform monitoring and reporting required by the Storm Water General Discharge Permit and the Treasure Island Storm Water Pollution Prevention Plan beginning in July 1999. The Caretaker will develop and submit for approval a Storm Water Pollution Prevention Plan to the Navy by 15 June 1999. The Caretaker will pay the permit fees for maintenance of all environmental permits. The Navy will also take any necessary administrative action to amend or extend permits which may be required during the term of the Cooperative Agreement.

6.13. Plan for Future Conveyance

The Caretaker and the Navy shall jointly develop an executable plan to convey the utilities system from the Navy directly to the future owner. The plan shall target conveyance by no later than September 1999. This "Utilities System Conveyance Plan" shall be developed by 31 December 1998. The Navy shall also request that the City of San Francisco participate in the development of this plan. The plan shall be of sufficient detail, and have interim milestones, to allow the Navy and the Caretaker to effectively monitor progress.

6.14. Government-Furnished Property/Equipment

6.14.1. Technical Exhibit 6-1 is a list of government-furnished property and/or equipment (GFP/GFE) that the Navy will provide to the Caretaker for performing this function.

6.14.2. Technical Exhibit 6-2 is a list of required environmental permits for which the Caretaker will perform monitoring and reporting.

6.14.3. Technical Exhibit 6-3 is a list of government-furnished property (GFE) that the Navy shall provide to the Caretaker for performing this function.

6.14.4. The Caretaker shall manage and update changes to GFP/GFE Technical Exhibits, and submit updated copies, as modifications to the Personal Property Management TEP, to the Navy for review.

The following table shows estimated FY99 utilities usage for which the Navy agrees to reimburse the Caretaker at agreed upon rates. Monthly figures are prorations of annual estimates.

Annex 6, Figure 6.1				
Navy Liability for Utilities Consumption				
September 98				
notes	Use	consumption chargeable monthly	Rate	monthly
[1]	electricity for street lights (303 lights)	64 MWH	\$142.75	\$ 9,13
[2]	electrical distribution system losses	80 MWH	\$142.75	\$11,42
[3]	electricity for CSO (B's 1, 260 570)	38 MWH	\$142.75	\$ 5,42
[4]	natural gas for CSO (B's 1, 570)	197 MBTU	\$ 6.00	\$ 1,18
[5]	water for irrigation	1,955 KGAL	\$ 5.40	\$10,55
[6]	water system losses	750 KGAL	\$ 5.40	\$ 4,05
[7]	water for CSO	28 KGAL	\$ 5.40	\$ 15
	sewer for CSO	28 KGAL	\$ 5.75	\$ 16
Totals				\$42,08

Notes:

- [1] 350 street lights @ 500w / light, 12 hours per day
- [2] 50% of total system distribution losses estimated at 10% assuming 2.2 MW average load during FY99
- [3] B's 1 & 570 = 10w / sq ft x 9,000 sq ft, 12 hrs per day, 22 days per month = 24 MWH / month. B270 = 2 w / sq ft x 78,000 sq ft 8 hrs per day, 11 days per month = 14 MWH
- [4] 30 btu's / sq ft / hr x 9,000 sq ft, 24 hrs per day 365 days per year
- [5] 1.5 in / sq ft on an average of 18 acres for 32 weeks per year
- [6] 50% of total system losses estimated at 20% of 90,000 KGAL annual use
- [7] 64 GPD / person, 22 days per month assuming average staff including contractors of 20.
- [8] equal to domestic water consumption by CSO

APPENDIX A - CONSOLIDATED COST ESTIMATE
12/1/98-9/30/99

<u>ANNEX</u>	<u>FUNCTION</u>	<u>BUDGET AMOUNT</u>
1	Public Safety (Police, Security, and Fire)	\$1,250,000.00
2	Telephone Cable Maintenance	\$ 41,667.00
3	Grounds Maintenance	\$ 416,667.00
4	Building & Street Maintenance	\$1,000,000.00
5	CA and Personal Property Management	\$ 208,333.00
6	Utility Services & Maintenance	\$ 416,666.00
	TOTAL	\$3,333,333.00

UNITED STATES NAVY
NAVAL FACILITIES ENGINEERING COMMAND
WASHINGTON NAVY YARD
1322 PATTERSON AVENUE SE, SUITE 1000
WASHINGTON, DC 20374-5065

COOPERATIVE AGREEMENT
NO. N62474-97-2-0003
MODIFICATION P00003

COOPERATIVE AGREEMENT

GRANTEE:

CITY AND COUNTY OF SAN FRANCISCO
TREASURE ISLAND DEVELOPMENT AUTHORITY
410 PALM AVE., BLDG I, ROOM 237
TREASURE ISLAND, SAN FRANCISCO, CA 94130

COOPERATIVE AGREEMENT MODIFICATION

The purpose of this modification, in accordance with Section 701 of the General Provisions, is exercise the option to extend the Cooperative Agreement two months from 1 October 1998 through 30 November 1998.

The General Provisions remain unchanged. Delete Appendix I Requirements Statement and Appendix II Consolidated Cost Estimate and insert Appendix I Requirements Statement and Appendix II Consolidated Cost Estimate, attached to and made a part hereof.

As a result of this Modification, the total amount of the Cooperative Agreement is increased by \$666,667.00 from \$6,058,213.00 to a new not-to-exceed price of \$6,724,880.00.

PAYMENT WILL BE MADE BY: DFAS San Diego.

ACCOUNTING AND APPROPRIATION DATA:

AH 1797XXXX0510 K800 0250 38811 0 068711 2A 000000 AH000R030053	\$83,333.00
AI 1797XXXX0510 K800 0250 38811 0 068711 2A 000000 AI000R030052	\$83,334.00
AK 1797XXXX0510 K800 0250 38811 0 068711 2A 000000 AK000R030050	\$91,667.00
AM 1797XXXX0510 K800 0250 38811 0 068711 2A 000000 AM000R030051	\$83,333.00
AN 1797XXXX0510 K800 0250 38811 0 068711 2A 000000 AN000R30049	\$325,000.00

7 5 2 4 6 7

SEP-30-98 (WED) 11:58 NAVFAC EPA WEST TF 450 244 2341 P.003
SEP-30-1998 11:57 FR L & CNTY TRSE ISLAND 415 274 0299 TO 16502442341 P.02/02
SEP-30-1998 11:12 CITY ATTY (415) 554-3808 P.02/04
SEP-30-98 (WED) 09:53 NAVFAC EPA WEST TEL: 650 444 4341 P.002

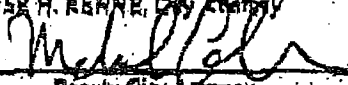
CITY AND COUNTY OF SAN FRANCISCO
TREASURE ISLAND DEVELOPMENT AUTHORITY
16 Chestnut

U.S. NAVY:


ROBERT BOYEN
Naval Officer


Andrew Conroy, Treasure Island Development Authority Executive Director

APPROVED AS TO FORM:
LOUISE H. KENNE, City Attorney

By: 
Deputy City Attorney

**APPENDIX I
REQUIREMENTS STATEMENT
INTRODUCTION**

LOCATION

This agreement concerns the operations, maintenance and protection of the closed Naval Station (NS) Treasure Island. NS Treasure Island closed operationally at the end of September 1997.

The operation and maintenance of Navy facilities that are licensed or leased to tenants by the City of San Francisco are excluded from this agreement.

GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND MATERIAL

Government Furnished Property, Equipment and Material (GFP/GFE/GFM) is property, equipment, or material that is provided to the Caretaker to reduce the cost of this agreement or to assist the Caretaker in start-up. GFP/GFE/GFM held by the Caretaker continues to be owned by the Navy until consumed or returned. The Caretaker is responsible to provide proper care, maintenance, and security of GFP/GFE/GFM. Property, equipment, and material purchased by the Caretaker and reimbursed by the Navy is considered GFP/GFE/GFM.

ORGANIZATION

The technical section of this agreement is divided into six (6) function annexes. For ease of reading, each annex follows a standard format which is briefly described below.

1. Description

These paragraphs generally define the scope of the functions and services to be provided under the agreement.

2. Concept of Operations

These paragraphs provide more specific descriptions of the services, operations and maintenance functions that are included in the annex. Service, operations, and maintenance standards are those of the service/function provider.

3. Plan for Future Conveyance

This paragraph outlines the requirement of the Caretaker and the Navy to cooperatively develop a plan of action with milestones for conveyance of the facilities required for this function to the future owner.

4. Government Furnished Property/Equipment

This section refers to a list of government property and equipment which shall be used by the Caretaker in the performance of the services and functions.

Appendix A Cost Reimbursement

Appendix A contains consolidated cost estimates for the 2nd full term of the Cooperative Agreement from October 1998 through September 1999. Costs may be reallocated with prior Navy approval between function areas during the term of the agreement within the original Cooperative Agreement scope not to exceed the total estimated cost.

TERMS AND ACRONYMS

Several terms and acronyms frequently appear in the text of the function annexes. A list brief of these terms and acronyms follows:

Caretaker	The City of San Francisco
CA	Cooperative Agreement
CSO	The Navy Caretaker Site Office located at the closed Naval Station Treasure Island.
GFP/GFE	Government Furnished Property/Government Furnished Equipment
NS	Naval Station
SOP	Standard Operating Procedure
TIDA	Treasure Island Development Authority
TI	Treasure Island
YBI	Yerba Buena Island

**FUNCTION ANNEX 1
POLICE, SECURITY, FIRE, AND EMERGENCY MEDICAL SERVICES**

FUNCTION ANNEX 1, PART 1: LAW ENFORCEMENT SERVICES

1.1. Description

1.1.1. The Law Enforcement Services function in this agreement is the same or similar to services provided by the City of San Francisco Police Department for public protection and handling of criminal offenses committed on the closed Naval Station and nearby Navy-owned property. This function includes law enforcement under the jurisdiction of the court system of the County of San Francisco and the State of California. It also includes police services and animal control services, as currently practiced by the City of San Francisco.

1.2. Concept of Operations

The Caretaker shall provide police services to the closed Naval Station Treasure Island in accordance with established standards of the City of San Francisco.

The Caretaker shall provide response to all emergency and non-emergency calls for service, traffic enforcement, animal control services and all other services normally provided by the San Francisco Police Department to the population of the City of San Francisco.

1.2.3. Technical Execution Plan (TEP). The TEP is a required pre-award submission, and is the basis for all phase-in, turnover operations and Caretaker work execution. The TEP is the Caretaker's plan of operation for complying with the Cooperative Agreement requirements. The TEP submitted to the CSO by the Caretaker must identify the method by which the Caretaker will keep the CSO informed as to job status, progress, backlog and scheduled completion dates and work execution plans. The OIC, Caretaker Site Office will use this plan when developing the Navy quality assurance program. The Caretaker should advise the Grants Administrator if there are significant changes to this plan.

1.2.4. The CARETAKER will submit a TEP to the Caretaker for approval for each functional work area where called out for in the technical provisions. This TEP will become part of this agreement when approved by the CSO. The TEP for each functional work area shall include a methodology for tracking and documenting reductions in workload and allowable cooperative agreement expenditures associated with the leasing/licensing, or transfer of properties to the City of San Francisco or other entity.

The Caretaker shall develop a detailed Technical Execution Plan addressing all issues relating to law enforcement and security services delivery, including accounting methods to properly allocate costs for work allowed under this agreement, and to properly prepare vouchers. The Caretaker shall submit the plan for approval to the Navy by 15 September 1998.

1.3. Plan for Future Conveyance

(not applicable.)

1.4. Government Furnished Property/Equipment

(not applicable.)

FUNCTION ANNEX 1, PART I.A: SECURITY SERVICES

1.A.1. Description

1.A.1.1. Security services for the closed Naval Station (NS) Treasure Island includes management, supervision, and work execution required to protect government property (facilities and personal property) and control access to the Navy owned property.

1.A.1.2. Security services begin under this agreement on 1 October 98.

1.A.2. Concept of Operations

1.A.2.1. The Caretaker, shall provide security services as described below.

1.A.2.2. The Caretaker shall establish 24-hour, security posts at the main gate to the former NS Treasure Island and provide roving security patrols. The main duties of the security posts include visitor access control and deterrence of unauthorized removal of property. Roving security patrol duties include full-time surveillance and deterrence of unauthorized entry to the property and its facilities.

1.A.2.3. All security personnel shall wear uniforms distinguishing them as part of an official security workforce. Security vehicles shall also have distinguishing security markings.

1.A.2.4. Security personnel shall have full-time radio communication capability with each other and with the San Francisco Police Department. Security personnel shall immediately call for Police response if they detect any indication of a crime being committed or previously committed.

1.A.2.5. Security personnel are not required or authorized to carry firearms.

1.A.2.6. The Caretaker shall provide all supplies and equipment necessary to perform the security service, except as indicated in 1.A.4 below.

1.A.3. Plan for Future Conveyance

(not applicable)

1.A.4. Government-Furnished Property/Equipment

Technical Exhibit 1-1 is a list of government-furnished property and equipment (GFE) that the Navy shall provide to the Caretaker for performing this function. These exhibits will become a part of the Technical Execution Plan for Personal Property Management.

The Caretaker shall manage and update changes to GFP/GFE Technical Exhibits, and submit updated copies, as modifications to the Personal Property Management TEP, to the Navy for review.

FUNCTION ANNEX 1, PART 1.B: FIRE PROTECTION/SUPPRESSION AND EMERGENCY RESPONSE SERVICES

1.B.1. Description

The Fire Protection/Suppression and Emergency Response Services, hereinafter called the "Fire Protection" function, includes services which involve the operation of fire reporting communications center, fire operations, fire prevention inspections, rescue, hazardous materials first responder, emergency medical first responder, and ambulance service. Maintenance of the fire protection facilities shall be accomplished under the Building Maintenance Services Annex (Annex 4) to this agreement.

1.B.2. Concept of Operations

The Caretaker shall provide the Fire Protection function and services to the closed Naval Station Treasure Island in accordance with established standards of the City of San Francisco.

The Caretaker and the Navy shall work cooperatively to minimize/eliminate operations and maintenance costs for the Fire Protection function that serves those areas of the closed NS which have limited or no reuse potential

The Caretaker shall conduct fire inspections in all Caretaker Facility Maintenance Level I, II, III, and IV facilities. The term "Levels" refers to standard Navy Caretaker Levels as described in Annex 4 of this agreement.

The Caretaker shall conduct periodic visual inspections of fire alarm systems and fire protection systems (which include automatic sprinkler systems, standpipe systems, and other extinguishing systems). Routine inspections shall be performed on operational systems. Systems that have not been certified or are presently out-of-service or lacking proper maintenance or repair, shall remain out of service, or shall be placed out-of-service by the Caretaker. Engineered fixed extinguishing systems shall be placed out-of-service in all vacant buildings.

The Caretaker shall provide hazardous materials response and limited cleanup. Hazardous materials response shall include response to spills which impact the surrounding bay waters directly or via the storm drain system. Operations shall be conducted in a manner consistent with the normal procedures of the City of San Francisco Fire Department.

The Caretaker shall incorporate the closed NS into the City of San Francisco's disaster preparedness and emergency management programs.

The Caretaker shall maintain maps, records, and drawings related to the Fire Protection functions as listed in Technical Exhibit 2-1. All records and maps shall be available to the Navy upon request.

The Caretaker shall attend meetings involving all major changes to the infrastructure, building occupancy and use, demolition of structures, and planned public events that impact safe occupancy limits.

1.B.3. Technical Execution Plan (TEP). The TEP is a required pre-award submission, and is the basis for all phase-in, turnover operations and Caretaker work execution. The TEP is the Caretakers plan of operation for complying with the Cooperative Agreement requirements. The TEP submitted to the CSO by the Caretaker must identify the method by which the Caretaker will keep the CSO informed as to job status, progress, backlog and scheduled completion dates and work execution plans. The OIC, Caretaker

Technical Exhibit 7-1
Personal Property Management Services
Government Furnished Property

MAYOR'S OFFICE:

001	Ford Tempo Sedan, 1990	92-26020
002	Plymouth Sedan, 1988	92-25589
003	Ford Mini-Van, 1990	93-25773
004	Ford Mini-Van, 1990	93-25817
005	Chevy Astro-Van, 1986	93-23796
006	Dodge 250 PassVan	93-24537
007	Ford Ranger Pick-up, 1990	94-41767
008	Ford Ranger Pick-up, 1990	94-41799
009	Chevy S-10 Pick-up, 1988	94-32749
010	Chevy 1/2T Utility Bed, 1988	94-31180
011	GMC 2T Stake Bed, 1985	95-25741
012	GMC 2T Panel Truck, 1987	95-26768

PUC:

001	Chevy 1/2T Fire Dept U.B., 1990	94-23344
002	Loader, Detachable Scoop, 1980	45-02916
003	AMG 5T 6x6 Tractor, 1975	96-34862
004	International 10T DmpTrk, 1986	96-40018
005	Kubota Tractor/Loader, 1989	48-18116
006	Trailer, Cable Reel,	97-37251
007	Trailer, 40 Ft., 1966	97-22516
008	Ford Vactor Truck, 1991	54-07961
009	John Deere Front Loader, 1984	45-03221
010	Dodge Van, 1985	94-22742
011	Chevy Utility, 1988	94-38641
012	Chevy Utility, 1988	94-21110
013	Dodge Pick-up, 1985	94-21917
014	Chevy Pick-up, 1988	94-32054
015	Dodge Pick-up, 1989	94-36535
016	Dodge Pick-up, 1989	94-36531
017	Chevy Utility, 1988	94-24031
018	Dodge Pick-up, 1989	94-36533
019	GMC Dump Truck, 1986	96-40024
020	John Deere Backhoe/loader, 1985	48-17220
021	Trailer, Cable Reel, 1971	97-34192
022	Trailer, Air Compressor, 1989	31-07230
023	International Pole/Line Truck, 1989	96-42612
024	Freightliner Vactor Truck, 1993	94-9333

DPW:

001	Chevy S-10 Pick-up, 1988	94-36831
002	Chevy S-10 Pick-up, 1988	94-36810
003	Chevy S-10 Pick-up, 1988	94-36816
004	Chevy Astro-Van,	93-23777
005	Chevy Astro-Van, 1986	93-23795
006	Chevy Astro-Van, 1988	94-30185
007	Ford Mini-Van, 1990	93-26785
008	Ford F350 CrewCab FlatBed, 1987	94-33072
009	Dodge 1/2T Pick-up, 1990	94-39605
010	Dodge 250 Cargo Van, 1985	93-24536
011	Dodge Cargo Van, 1990	94-41262
012	Chevy 1/2T Flat-Bed, 1988	94-37505
013	Chevy 1/2T w/crane, 1988	94-38647
014	Chevy Utility Van, 1988	94-37863
015	Chevy 1/2T Utility Bed, 1988	94-38646
016	Chevy 1/2T Utility Bed, 1986	94-24046
017	GMC 2T Stake Bed, 1985	95-25743
018	International 2T Stake Bed, 1985	95-25984

SAN FRANCISCO FIRE DEPARTMENT:

001	Chevy 1Ton U.B., 1990	94-41480
002	Chevy S-10 P.U., 1988	94-32748
003	Chevy Diesel 1/2 Ton U.B.	94-38640
004	Chevy AstroVan, 1986	93-23785
005	Ford E-350 Ambulance, 1991	94-48442
006	Ford E-350 Ambulance	94-42346
007	Ford E-350 Ambulance	94-42347
008	Pierce Triple Pumper	73-02833
009	Ward 79 Limited Triple Pumper	73-02695
010	Seagrave, Triple Pumper	73-02533
011	GMC 8500 Fire Truck	73-02243

SAN FRANCISCO SHERIFF'S DEPARTMENT:

001	Chevy 1/2T Utility Bed, 1988	94-31187
002	Dodge 1/2T Lift-gate, 1990	94-41146
003	Dodge 250 PassVan, 1988	93-24531

SAN FRANCISCO POLICE DEPARTMENT:

001	Chevy Crew-Cab Diesel, 1988	94-37404
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Technical Exhibit 7-2
Personal Property Management Services
Government Furnished Property

The following property of the Government shall be used by the Caretaker in the implementation of this function:

Item	Description	Model/ID	Property #
001	Genie Personnel Lift	PLC36/148611	001067
002	Moisture meter detector	8009	4449
003	Ground fault interrupter	N/A	502177
004	Electric heat gun	N/A	505009
005	Bosch router	1604A	MO00074
006	Bosch router	1604A	MO00075
007	Drill motor, 3/8-inch	N/A	MO00082
008	Vacuum cleaner, upright	N/A	MO00083
009	Vacuum cleaner, upright	N/A	MO00084
010	Paint sprayer, airless	N/A	MO00086
011	Skill saw	N/A	MO00087
012	Paint spray gun, airless	N/A	MO00088
013	Sewer machine	Ridgid K-38	MO00090
014	Sewer machine	Ridgid K-38	MO00091
015	Sewer machine	Ridgid K-38	MO00092
016	Heavy duty sander	N/A	MO00095
017	Sewer machine	N/A	MO00097
018	Skill saw	N/A	MO00104
019	Skill saw	N/A	MO00107
020	Drill motor, 3/8-inch	Milwaukee	MO00111
021	Drill motor, 3/8-inch	Milwaukee	MO00114
022	Drill motor, 3/8-inch	Milwaukee	MO00117
023	Drill motor, 3/8-inch	Milwaukee	MO00118
024	Bosch router	N/A	MO00119
025	Heavy duty sander	N/A	MO00121
026	Heavy duty sander	N/A	MO00123
027	Heavy duty sander	N/A	MO00125
028	Heavy duty sander	N/A	MO00126
029	Heavy duty sander	N/A	MO00127
030	Heavy duty sander	N/A	MO00128
031	Heavy duty sander	N/A	MO00129
032	Drill motor, 3/8-inch	Milwaukee	MO00132
033	Drill motor, 3/8-inch	Milwaukee	MO00135
034	Drill motor, 3/8-inch	Milwaukee	MO00137
035	Aluminum refrigeration dolly	N/A	MO00139
036	Jig saw	N/A	MO00143
037	Jig saw	N/A	MO00144
038	Belt sander	Bosch	MO00145

Technical Exhibit 7-2 (continued)
Personal Property Management Services
Government Furnished Property

039	Portable air compressor, 1-1/2 HP	N/A	MO00147
040	Electric worm-drive saw	Skill 7-1/4	MO00155
041	Sewer machine	Ridgid K-750	MO00159
042	Drill motor, 3/8-inch	Milwaukee	MO00162
043	Portable chartless recorder	DM-I	MO00251
044	Hoist puller, 3/4 ton lever	N/A	MO00255
045	Sander	Black&Decker	MO00256
046	Router	Bosch	MO00263
047	Sump pump	N/A	MO00265
048	Desk dolly	N/A	MO00267
049	Conduit bender, hand	N/A	MO00269
050	Bench grinder	Black&Decker	MO00270
051	Wet-dry vacuum cleaner, 15 Gal.	Hako	MO00281
052	Sewer machine	Ridgid K-37	MO00283
053	Portable acet-oxy carry case	N/A	MO00284
054	Portable acet-oxy carry case	N/A	MO00285
055	Drill motor, 3/8-inch	Milwaukee	MO00300
056	Sawz-all, heavy duty	N/A	MO00305
057	Electric 10-inch table saw	N/A	MO00308
058	Compressor	Hilti	MO00317
059	Grinder, 4-1/2-inch, angle head	Milwaukee	MO00544
060	Heat gun	N/A	MO00560
061	Heat gun	N/A	MO00563
062	Ladder, fibreglass, 10 ft.	N/A	MO00635
063	Laminate trimmer	N/A	MO00756
064	Sewer machine	Ridgid K-38	MO00849
065	Pipe cutter	N/A	MO01696
066	Vacuum cleaner, 6 Gal.	N/A	MO01766
067	Electric planer	N/A	MO01831
068	Electric chop saw, 14-inch	Milwaukee	MO02126
069	Stud shooter	Hilti/D36M	MO02176
070	Amp meter, clamp-on	N/A	MO02189
071	Belt sander	N/A	MO02214
072	Ceramic tile cutter	N/A	MO02319
073	Multi-purpose saw	Homelite/XL88	MA0275
074	Wet-dry vacuum cleaner, 2.5 Gal.	N/A	MA0280
075	Chain saw, 14-inch, gas	Homelite	MA0309
076	Multi-purpose saw	Homelite	MA0312
077	Gas Generator	N/A	MA0414
078	Oxy-acet welding torch set	N/A	MA0539
079	Electric soldering gun	N/A	MA0792
080	Electric soldering gun	N/A	MA0793
081	Electric soldering gun	N/A	MA0794
082	Halogen gas leak detector	TIF-500	MA0798
083	Concrete saw, 12-inch	Mini-target	MA0890

Technical Exhibit 7-2(continued)
Personal Property Management Services
Government Furnished Property

084	Gas operated blower	Homelite	MA0927
085	Electric blower	Vano	MA0948
086	Oxy-acet gauge, set	N/A	MA0998
087	Gas operated back-pack blower	N/A	MA1022
088	Refrigeration dolly	N/A	MA1034
089	Concrete vibrator	Whacker	MA1094
090	Asphalt tile cutter	N/A	MA1253
091	Torch kit, shop tips	N/A	MA1295
092	Kinitic water ram	N/A	MA1507
093	Vacuum cleaner, 55 Gal.	N/A	MA1752
094	Mechanical gear puller	N/A	MA1759
095	Hammer drill	Hilti TE10A	MA1768
096	Sealant filler/dispenser	Hilti	MA1770
097	Sealant filler/dispenser	Hilti	MA1771
098	Electric 6-inch hand grinder	N/A	MA1773
099	Trash pump, 3-inch	Homelite	MA1774
100	Hydraulic knockout set	Enerpac	MA1776
101	Hydraulic floor jack, 1-1/2 ton	N/A	MA1778
102	Hammer drill	Hilti/TE10A	MA1788
103	Hammer drill	Hilti/TE10A	MA1789
104	Sealant filler/dispenser	Hilti	MA1790
105	Sealant filler/dispenser	Hilti	MA1791
106	Hammer drill	Hilti/TE17	MA1799
107	Trash pump, gas, 3-inch	Honda	MA1800
108	Generator, 1500 watts	Homelite	MA1801
109	Jackhammer	Thor 90.Lb.	MA1811
110	Chain saw, 24-inch (parts only)	Solo	MA1813
111	Electric hand grinder, 7 to 9 inch	N/A	MA1817
112	Electric metal hand nipper	N/A	MA1818
113	Laminate trimmer	Stanley	MA1822
114	Electric combination plane	Rockwell	MA1825
115	Angle drill motor, 1/2-inch	Milwaukee	MA1827
116	Hammer drill	Bosch	MA1828
117	Hammer drill, 3/8-inch	Black & Decker	MA1829
118	Digital multi-meter	Simpson	MA1861
119	Hammer drill	Bosch	MA1869
120	Electric hand plane, 3-1/2-inch (parts)	Craft	MA1871
121	Electric hand plane, 3-1/2-inch (parts)	Craft	MA1872
122	Electric hand plane, 3-1/2-inch	Craft	MA1873
123	Halogen gas leak detector	N/A	MA1877
124	Oxygen-acetylene cutting set	N/A	MA1879
125	Hydraulic floor jack, 2-ton	Warner	MA1887
126	Water blaster, gas	Sprak	MA1888
127	Combustible gas leak detector	N/A	MA1890
128	Gas leak detector, PPM/L	Gastechtor	MA1891

Technical Exhibit 7-2(continued)
Personal Property Management Services
Government Furnished Property

129	Drill motor, 3/4-inch, magnetic base	N/A	MA1892
130	Portable pipe threader	Toledo	MA1893
131	Refrigeration vacuum gauge set	N/A	MA1902
132	Resitivity meter	N/A	MA1903
133	Paint striping machine.	N/A	MA1905
134	Hydraulic grease gun	Super Gun	MA1906
135	Voltmeter	N/A	MA1909
136	Trash pump, 3-inch, gas	Wisconsin	MA1910
137	Basin cleaner, 14 foot	Handi-Clam	MA1914
138	Basin catch cleaner, 14 foot	Handi-Clam	MA1915
139	Paint spray gun, airless	N/A	MA1917
140	Pneumatic nail gun	Hilti	MA1918
141	Multi-meter	Simpson260	MA1925
142	Trash pump, 3-inch, gas	Wisconsin	MA2423
143	Trash pump, 3-inch, gas	Wisconsin	MA2428
144	Ground fault interrupter	Hubbel	MA2496
145	Multi-meter	Mura	MA2687
146	Door lock	Schlage	MA2695
147	Impedence meter, loop	N/A	MET3002
148	Metal detector	N/A	MP2030
149	Pump	N/A	MP2039
150	Jig saw (parts)	N/A	MP2180
151	Electric portable welder	Miller	MP2547
152	Chain saw, Super XL	Homelite	TOO1423
153	Circular saw, 7-1/4-inch (parts)	N/A	TOO1956
154	Circular saw, 7-1/4-inch	N/A	TOO1958
155	Dust vacuum	Dirt Devil 8130	TOO2710
156	Router	Black & Decker	MA1821
157	Workmate	N/A	MO02439
158	Chop saw	Makita	MO00167
159	Portable snake	N/A	MO00299
160	Air compressor	N/A	MO00097
161	Hand dolly	N/A	MA1953
162	Oxygen-acetylene gauges	N/A	MA2373
163	Drill	N/A	MA0932
164	Pipe cutter	N/A	MA1600
165	Light stand	N/A	MO00153
166	Tamper compactor	N/A	2325
167	Electric welder	N/A	MO01041
168	Tile cutter, asphalt	N/A	001
169	Vacuum, dry	N/A	MO00152
170	Vacuum, shop	N/A	00261
171	Sewer cleaner	N/A	MO00149
172	Vacuum cleaner	N/A	MA1271
173	Vacuum cleaner	N/A	MA1760
174	Man-lift, air	N/A	039586

Site Office will use this plan when developing the Navy quality assurance program. The Caretaker should advise the Grants Administrator if there are significant changes to this plan.

1.B.4. The CARETAKER will submit a TEP to the Caretaker for approval for each functional work area where called out for in the technical provisions. This TEP will become part of this agreement when approved by the CSO. The TEP for each functional work area shall include, a methodology for tracking and documenting reductions in work load and allowable cooperative agreement expenditures associated with the leasing/licensing, or transfer of properties to the City of San Francisco or other entity.

The Caretaker shall develop a detailed Technical Execution Plan addressing all issues related to fire protection and emergency response services delivery, including accounting methods to properly allocate costs for work allowed under this agreement, and to properly prepare vouchers. The Caretaker shall submit the plan for approval to the Navy by 15 September 1998.

1.B.5. Plan for Future Conveyance

(not applicable)

1.B.6. Government-Furnished Property/Equipment

Technical Exhibit 2-1 is a list of fire protection/suppression and emergency response services documentation that the Caretaker shall maintain.

Technical Exhibit 2-2 is a list of government-furnished property (GFP) that the Navy shall provide to the Caretaker for performing this function. This exhibit will become a part of the Technical Execution Plan for Personal Property Management.

Technical Exhibit 2-3 is a list of government-furnished vehicles that the Navy shall provide to the Caretaker for performing this function. This exhibit will become a part of the Technical Execution Plan for Personal Property Management.

The Caretaker shall manage and update changes to GFP/GFE Technical Exhibits, and submit updated copies, as modifications to the Personal Property Management TEP, to the Navy for review.

Technical Exhibit 2-1
Fire Protection/Suppression and Emergency Response Services
Documentation
RECORD KEEPING SYSTEMS

Records, documentation, recorded or documented instructions and record keeping systems: Fire department recorders, documentation, instructions, reference, training materials, and their systems will include but not be limited to:

- a) Fire Prevention records, documentation, instructional reference and training materials.
- b) Fire Suppression records, documentation, instructional reference and training materials.
- c) Hazardous Materials records, documentation, instructions, reference and training materials.
- Emergency Medical Services records, documentation, instructions, reference and training materials.
- e) Fire Alarm maintenance, test, operation instructions, and reference materials.
- f) Fire Department communications equipment maintenance, test, operation instructions, and reference materials.
- g) Water System maintenance, test, operation, and reference materials.
- h) Vehicle maintenance, test, operation, reference and training materials.
- i) Fire Fighting Equipment maintenance, test, operation, reference and training materials.
- Disaster Preparedness records, documentation, instructional, reference and training materials.
- Training records and documentation.
- l) Response records and documentation.
- Utility back up systems tests, records, documentation, operation instructions, reference and training materials.
- n) Records, and documentation relating to construction, utilities, seismic studies, hazardous material abatement, remodeling and/or retrofitting, and layout.

**FUNCTION ANNEX 2
TELEPHONE CABLE MAINTENANCE SERVICES**

2.1. Description

2.1.1. The telephone cable system for the closed Naval Station (NS) Treasure Island consists of all existing cables, connections, and terminals located throughout the base. The system is located primarily underground running through utility ducts accessible through manholes. Termination boards are located in building structures. The main termination board is located in Building 1.

2.2. Concept of Operations

2.2.1. The Caretaker, will maintain the telephone cable system in an operable condition.

2.2.2. The Caretaker and the Navy will work cooperatively to minimize/eliminate maintenance costs for the system that serves those areas of the closed NS with limited or no reuse potential.

2.2.3. The Caretaker shall conduct system maintenance and repairs necessary to provide a safe, operational telephone cable system. The Caretaker and the Navy will work cooperatively, using sound engineering judgment, to identify optimum corrective solutions for system deficiencies.

2.2.4. The Caretaker will maintain maps and record drawings related to the telephone cable system. All records and maps will be available to the Navy upon request to be used as documentation for system conveyance.

2.2.5. The Caretaker will normally provide the Navy Caretaker Site Office with a minimum of 1 week notification of scheduled service outages.

2.2.6. The Caretaker shall request and receive advance approval, from the Navy Caretaker Site Office, for any planned repairs estimated to be in excess of \$5,000.

2.2.7. "Technical Execution Plan (TEP). The TEP is a required pre-award submission, and is the basis for all phase-in, turnover operations and Caretaker work execution. The TEP is the Caretakers plan of operation for complying with the Cooperative Agreement requirements. The TEP submitted to the CSO by the Caretaker must identify the method by which the Caretaker will keep the CSO informed as to job status, progress, backlog and scheduled completion dates and work execution plans. The OIC, Caretaker Site Office will use this plan when developing the Navy quality assurance program. The Caretaker should advise the Grants Administrator if there are significant changes to this plan.

2.2.8. "The CARETAKER will submit a TEP to the Caretaker for approval for each functional work area where called out for in the technical provisions. This TEP will become part of this agreement when approved by the CSO. The TEP for each functional work area shall include, a methodology for tracking and documenting reductions in work load and allowable cooperative agreement expenditures associated with the leasing/licensing, or transfer of properties to the City of San Francisco or other entity.

The Caretaker shall develop a Technical Execution Plan addressing all issues related to operations, maintenance and service delivery, the work ordering process, and emergency response process, including accounting methods to properly allocate costs for work allowed under this agreement, and to properly prepare vouchers. The Caretaker shall submit the plan for approval to the Navy by 15 September 1998

2.3. Plan for Future Conveyance

The Caretaker and the Navy shall jointly develop an executable plan to convey the telephone cable system from the Navy directly to the future owner. The plan shall target conveyance of the telephone cable system no later than September 1999. This "Telephone Cable System Conveyance Plan" shall be developed by 31 December 1998. The Navy shall also request that the City of San Francisco participate in the development of this plan. The plan shall be of sufficient detail, and have interim milestones, to allow the Navy and the Caretaker to effectively monitor progress.

2.4. Government-Furnished Property/Equipment

Technical Exhibit 8-1 is a list of government-furnished property and/or equipment (GFP/GFE) that the Navy will provide to the Caretaker for performing this function. The Technical Exhibit will become a part of the Technical Execution Plan for Personal Property Management.

The Caretaker shall manage and update changes to GFP/GFE Technical Exhibits, and submit updated copies, as modifications to the Personal Property TEP, to the Navy for review.

**FUNCTION ANNEX 3
GROUNDS MAINTENANCE SERVICES**

3.1. Description

3.1.1. Grounds maintenance services for the closed Naval Station (NS) Treasure Island includes management, supervision, and work execution required to provide caretaker level maintenance and repair to improved grounds. The grounds maintenance function includes grass cutting, irrigation, weed control, tree trimming and removal, litter control, perimeter fence repairs, roadways, and culvert cleaning.

3.1.2. Grounds maintenance services include coverage of the entire closed NS. Grounds maintenance services shall not be provided for areas under control of the USCG, DOL, and leased or licensed property under this agreement.

3.1.3. Grounds maintenance services begin under this agreement on 1 October 1998.

3.2. Concept of Operations

The Caretaker shall perform grounds maintenance work on the entire closed base in accordance with City standards in two levels:

Level A is the standard level of maintenance used for areas with public access and active interim reuse in the local area.

Level B is the level of maintenance used in areas of little to no public access with no interim reuse in the local area.

3.2.2. The Caretaker shall provide a Facility Manager who shall manage all functions related to Grounds Maintenance.

3.2.3. The Caretaker shall provide Facility Inspectors who shall execute the facility inspection program in conjunction with the Navy CSO staff. The Facility Inspectors shall work directly for the Facility Manager.

3.2.4. The Caretaker and the Navy shall work cooperatively to minimize/eliminate operations and maintenance costs for grounds which serves those areas of the closed NS that have limited or no reuse potential.

3.2.5. The Caretaker shall request and obtain advance approval from the Navy Caretaker Site Office for any planned repairs estimated to be in excess of \$5,000. If an emergency repair is required, the Caretaker may proceed to secure the emergency without prior approval.

3.2.6. The Caretaker shall provide all supplies and equipment necessary to perform the grounds maintenance service, except as indicated in 3.4 below.

3.2.7. The Caretaker execution workforce shall occupy and use the City Department of Public Works spaces in Public Works Department spaces in Building 335 as a local shop and storage space.

3.2.8. Technical Execution Plan (TEP). The TEP is a required pre-award submission, and is the basis for all phase-in, turnover operations and Caretaker work execution. The TEP is the Caretakers plan of operation for complying with the Cooperative Agreement requirements. The TEP submitted to the CSO by the Caretaker must identify the method by which the Caretaker will keep the CSO informed as to job status, progress, backlog and scheduled completion dates and work execution plans. The OIC, Caretaker

Site Office will use this plan when developing the Navy quality assurance program. The Caretaker should advise the Grants Administrator if there are significant changes to this plan.

3.2.9. The CARETAKER will submit a TEP to the Caretaker for approval for each functional work area where called out for in the technical provisions. This TEP will become part of this agreement when approved by the CSO. The TEP for each functional work area shall include a methodology for tracking and documenting reductions in workload and allowable cooperative agreement expenditures associated with the leasing/licensing, or transfer of properties to the City of San Francisco or other entity.

3.2.10. The Caretaker shall develop a detailed Technical Execution Plan addressing the grounds inspection process, the work ordering process, the quality control process, and the safety plan for grounds maintenance services, including accounting methods to properly allocate costs for work allowed under this agreement, and to properly prepare vouchers. The plan shall include a section on pest management and a list of pesticides and herbicides used in weed and pest control on the closed NS. The Caretaker shall submit the plan for approval to the Navy by 15 September 1998.

3.3. Plan for Future Conveyance

(not applicable)

3.4. Government-Furnished Property/Equipment

3.4.1. Technical Exhibit 5-1 is a list of government furnished property (GFP) that the Navy shall provide to the caretaker for performing this function. This technical exhibit shall be maintained and updated by the Caretaker as modifications to the Personal Property Management TEP.

**FUNCTION ANNEX 4
BUILDING AND ROADS MAINTENANCE SERVICES**

FUNCTION ANNEX 4, PART 1: BUILDING MAINTENANCE

4.1. Description

4.1.1. Building Maintenance Services for the closed Naval Station (NS) Treasure Island includes management, supervision, and work execution required to provide caretaker level maintenance and repair to Navy owned buildings and structures which are vacant and laid-away pending reuse. The number of facilities covered by this agreement shall decrease as buildings and land parcels are leased to the City of San Francisco for reuse. All building systems are covered by this annex, including structural systems, electrical systems, mechanical systems, roofing systems, fire suppression/alarm systems, and installed related equipment, such as elevators and hoists. Pest control within buildings is also included in this annex. The level of maintenance effort for any particular building is in accordance with Navy policy on facilities in layaway status (provided separately from this agreement) and the designated "caretaker level" assigned by the Navy CSO in coordination with the City of San Francisco related to reuse potential. In general, maintenance work shall be performed to a level that limits deterioration by providing a weather-tight facility secure from entry. "Improvements" to buildings in a layaway status are not allowable under this agreement.

4.1.2. This function applies to the areas on the "Closed Naval Station Treasure Island".

4.1.3. The Caretaker shall use a portion of Building 1 and Building 225 at the closed NS for performance of Building Maintenance Services function.

4.1.4. Building maintenance services begin under this agreement on 1 October 1998.

4.2. Concept of Operations

4.2.1. The Caretaker shall perform building maintenance work on the structures located on the closed NS Treasure Island, in accordance Navy building caretaker standards, and special requirements for "Historical" buildings (provided separately from this agreement).

4.2.2. The Caretaker shall provide a Facility Manager, who shall manage all functions related to Building Maintenance Services and Roads/Grounds Maintenance covered in Annex 5.

4.2.3. The Caretaker shall provide Facility Inspectors who will execute the facility inspection program in-conjunction with the Navy CSO staff. The Facility Inspectors shall work directly for the Facility Manager.

4.2.4. The Caretaker shall perform the majority of the work effort of this function using in-house City of San Francisco Public Works Department personnel and supervision, including both field and technical engineering support. Some specialty function support may be obtained via contract by the Caretaker.

4.2.5. The Caretaker shall provide 24 hour, on-call, emergency response and repair capability to secure situations that threaten the property, such as broken water pipes, secondary electrical failures, significant roof leaks, etc.

4.2.6. The Caretaker shall inspect buildings according to established schedules to identify required building maintenance work. The Caretaker shall order required work for accomplishment by in-house

personnel or contract. The Caretaker shall request and obtain advance approval from the Navy CSO for any planned repairs estimated to be in excess of \$5,000.

4.2.7. The Caretaker shall also maintain active buildings under this agreement used by the Navy and City of San Francisco Caretaker staffs including those used by the CSO, CA Manager, Facility Manager, Fire Department, Security and Public Works. The maintenance work for these buildings includes emergency/service calls and boiler maintenance.

4.2.8. The Caretaker shall provide all supplies and equipment necessary to perform the building maintenance service, except as indicated in 4.A.4. below.

4.2.9. Technical Execution Plan (TEP). The TEP is a required pre-award submission, and is the basis for all phase-in, turnover operations and Caretaker work execution. The TEP is the Caretakers plan of operation for complying with the Cooperative Agreement requirements. The TEP submitted to the CSO by the Caretaker must identify the method by which the Caretaker will keep the CSO informed as to job status, progress, backlog and scheduled completion dates and work execution plans. The OIC, Caretaker Site Office will use this plan when developing the Navy quality assurance program. The Caretaker should advise the Grants Administrator if there are significant changes to this plan.

4.2.10. "The CARETAKER will submit a TEP to the Caretaker for approval for each functional work area where called out for in the technical provisions. This TEP will become part of this agreement when approved by the CSO. The TEP for each functional work area shall include, a methodology for tracking and documenting reductions in work load and allowable cooperative agreement expenditures associated with the leasing/licensing, or transfer of properties to the City of San Francisco or other entity.

The Caretaker shall develop a detailed Technical Execution Plan addressing the emergency response process, the building inspection process, the work ordering process, the quality control process, and the safety plan for building maintenance services, including accounting methods to properly allocate costs for work allowed under this agreement, and to properly prepare vouchers. The Caretaker shall submit the plan for approval to the Navy by 15 September 1998.

4.3. Plan for Future Conveyance

(not applicable)

FUNCTION ANNEX 4, PART 4.A.: ROADS MAINTENANCE

4.A.1. Description

4.A.1.1. Roads services for the closed Naval Station (NS) Treasure Island includes management, supervision, and work execution required to provide caretaker level maintenance and repair to paved roadways. The roads maintenance function includes asphalt repair, concrete repair, street striping, street sweeping, roadway above ground culvert cleaning, traffic signage repair, and sidewalk repairs.

4.A.1.2. Roads maintenance services include coverage of the entire closed NS. Roads maintenance services shall not be provided for areas under control of the USCG, DOL, and leased or licensed property under this agreement.

4.A.1.3. Roads maintenance services begin under this agreement on 1 October 1998.

4.A.2. Concept of Operation

4.A.2.1. The Caretaker shall perform roads maintenance work on the entire closed base in accordance with City standards in two levels:

Level A is the standard level of maintenance used for areas with public access and active interim reuse in the local area.

Level B is the level of maintenance used in areas of little to no public access with no interim reuse in the local area.

4.A.2.2. The Caretaker shall provide a Facility Manager who shall manage all functions related to Roads Maintenance and Building Maintenance.

4.A.2.3. The Caretaker shall provide Facility Inspectors who shall execute the facility inspection program in conjunction with the Navy CSO staff. The Facility Inspectors shall work directly for the Facility Manager.

4.A.2.4. The Caretaker shall work cooperatively with the Navy CSO staff in the execution of work associated with this function.

4.A.2.5. The Caretaker shall perform the majority of the work effort of this function using contracted support through the City Public Works Department.

4.A.2.6. The Caretaker and the Navy shall work cooperatively to minimize/eliminate operations and maintenance costs for roads which serves those areas of the closed NS that have limited or no reuse potential.

4.A.2.7. The Caretaker shall request and obtain advance approval from the Navy Caretaker Site Office for any planned repairs estimated to be in excess of \$5,000. If an emergency repair is required, the Caretaker may proceed to secure the emergency without prior approval.

4.A.2.8. The Caretaker shall provide all supplies and equipment necessary to perform the building maintenance and roads maintenance service, except as indicated in 5.4 below.

4.A.2.9. The Caretaker execution workforce shall occupy and use the City Department of Public Works spaces in Public Works Department spaces in Building 225 as a local shop and storage space.

4.A.2.10. Technical Execution Plan (TEP). The TEP is a required pre-award submission, and is the basis for all phase-in, turnover operations and Caretaker work execution. The TEP is the Caretakers plan of operation for complying with the Cooperative Agreement requirements. The TEP submitted to the CSO by the Caretaker must identify the method by which the Caretaker will keep the CSO informed as to job status, progress, backlog and scheduled completion dates and work execution plans. The OIC, Caretaker Site Office will use this plan when developing the Navy quality assurance program. The Caretaker should advise the Grants Administrator if there are significant changes to this plan.

4.A.2.11. The CARETAKER will submit a TEP to the Caretaker for approval for each functional work area where called out for in the technical provisions. This TEP will become part of this agreement when approved by the CSO. The TEP for each functional work area shall include, a methodology for tracking and documenting reductions in work load and allowable cooperative agreement expenditures associated with the leasing/licensing, or transfer of properties to the City of San Francisco or other entity..

The Caretaker shall develop a detailed Technical Execution Plan addressing the road inspection process, the work ordering process, the quality control process, and the safety plan for road maintenance services, including accounting methods to properly allocate costs for work allowed under this agreement, and to properly prepare vouchers. The Caretaker shall submit the plan for approval to the Navy by 15 September 1998.

4.A.3. Plan for Future Conveyance

(not applicable)

4.A.4. Government-Furnished Property/Equipment

4.A.4.1. Technical Exhibit 4-1 and 4-2 is a list of government-furnished property (GFP) that the Navy shall provide to the caretaker for performing this function.

4.A.4.2. Technical Exhibit 4-3 is a list of government-furnished property and equipment (GFP/GFE) that the Navy shall provide to the Caretaker for performing this function.

4.A.4.3. The Caretaker shall manage and update changes to the GFP/GFE Technical Exhibits and submit updated copies, as modifications to the Personal Property Management TEP to the Navy for review.

FUNCTION ANNEX 5
PERSONAL PROPERTY MANAGEMENT AND COOPERATIVE AGREEMENT SERVICES

5.1. Description

5.1.1. The Personal Property Management Service for the closed NS Treasure Island includes the management and work execution resources necessary to maintain accountability for government owned personal property remaining at the closed base. The personal property is grouped into several broad categories, including property staged for reuse, property issued for reuse, property issued to the Caretaker to support the cooperative agreement, and property retained by the Navy to support CSO operations.

5.1.2. This personal property is stored in various locations throughout the closed NS. Items with a value of greater than \$5,000 are inventoried and listed individually in a personal property database developed by the Navy. Items of less than \$5,000 are in bulk inventory and listed by bulk line item in the database.

5.2. Concept of Operations

5.2.1. The Caretaker will provide a Personal Property Manager who will manage all functions related to the control and accountability of all remaining government owned personal property, including storage, security, inventory, issue/receipt, and data base maintenance.

5.2.2. The Caretaker will work cooperatively with the Navy CSO staff in the execution of work associated with this function. The CSO will contribute approximately one work year of effort in the execution of this function.

5.2.3. "Technical Execution Plan (TEP). The TEP is a required pre-award submission, and is the basis for all phase-in, turnover operations and Caretaker work execution. The TEP is the Caretakers plan of operation for complying with the Cooperative Agreement requirements. The TEP submitted to the CSO by the Caretaker must identify the method by which the Caretaker will keep the CSO informed as to job status, progress, backlog and scheduled completion dates and work execution plans. The OIC, Caretaker Site Office will use this plan when developing the Navy quality assurance program. The Caretaker should advise the Grants Administrator if there are significant changes to this plan.

5.2.4. "The CARETAKER will submit a TEP to the Caretaker for approval for each functional work area where called out for in the technical provisions. This TEP will become part of this agreement when approved by the CSO. The TEP for each functional work area shall include, a methodology for tracking and documenting reductions in work load and allowable cooperative agreement expenditures associated with the leasing/licensing, or transfer of properties to the City of San Francisco or other entity.

The Caretaker shall develop a detailed Technical Execution Plan addressing the control and accountability of personal property, storage, security, inventory, issue/receipt, and data base management processes, including accounting methods to properly allocate costs for work allowed under this agreement, and to properly prepare vouchers. The Caretaker shall submit the plan for approval to the Navy by 1 September 1998.

5.3. Plan for Future Conveyance

5.3.1. The Caretaker and the Navy shall jointly develop an executable plan to convey all remaining government owned personal property from the Navy directly to the future owner. This Plan shall target conveyance by no later than September 1999. This "Personal Property Conveyance Plan" shall be developed by 31 December 1998. The Navy shall also request that City of San Francisco participate in the development of this plan. The plan shall be of sufficient detail, and have interim milestones, to allow the Navy and the Caretaker to effectively monitor progress.

5.4. Government Furnished Property/Equipment

5.4.1. (not applicable)

FUNCTION ANNEX PART 5.A.
COOPERATIVE AGREEMENT MANAGEMENT

5.A.1. Description

5.A.1.1. The Cooperative Agreement Management function has six primary purposes:

- a. provide dedicated, over-arching execution management of the entire agreement, coordinating execution among Police, Fire, Public Works, City support staff, and City contractors (including utility companies) providing support to this agreement.
- b. coordinate directly as one component of a three-part management team with both the local Navy Engineering Field Activity West (EFA West) representatives and City of San Francisco staff.
- c. provide resources for City general and administrative (G&A) costs incurred by the City in support of this agreement, including senior City management support, personnel administration, legal counsel, information systems support, contracting support, and financial management support.
- d. provide dedicated information system capability to construct and maintain a bridge from Navy controlled information to City controlled information.
- e. provide dedicated financial management capability to ensure all Caretaker costs that are allowable and allocable to this agreement are captured.
- f. provide dedicate management of plan and blueprint inventory, distribution, and copying of repository located in room 14A of Building 1.

5.A.2. Concept of Operations

5.A.2.1. The Caretaker shall provide a Cooperative Agreement (CA) Manager to lead and manage the City's efforts under this agreement. This CA manager shall coordinate directly with the Director of City of San Francisco Treasure Island Project Staff, the Director of Public Works, the Chief of Police, the Chief of Fire Department, and other City staff members. The CA Manager shall be the City's primary point of contact to the Navy on all matters related to this agreement.

5.A.2.2. The CA Manager shall participate in the development of the full range of function management plans. The CA Manager shall ensure the function management plans are carefully developed and submitted for Navy approval by the dates required.

5.A.2.3. The CA Manager shall have a Information Systems Assistant who shall collect and maintain important data, records, maps, and drawings related to the closed base. This position shall act as a database manager for centralized statistical information. The position shall provide system administration and security for all Caretaker computer systems related to this agreement.

5.A.2.4. Technical Execution Plan (TEP). The TEP is a required pre-award submission, and is the basis for all phase-in, turnover operations and Caretaker work execution. The TEP is the Caretakers plan of operation for complying with the Cooperative Agreement requirements. The TEP submitted to the CSO by the Caretaker must identify the method by which the Caretaker will keep the CSO informed as to job status, progress, backlog and scheduled completion dates and work execution plans. The OIC, Caretaker Site Office will use this plan when developing the Navy quality assurance program. The Caretaker should advise the Grants Administrator if there are significant changes to this plan.

5.A.2.5. The CARETAKER will submit a TEP to the Caretaker for approval for each functional work area where called out for in the technical provisions. This TEP will become part of this agreement when approved by the CSO. The TEP for each functional work area shall include, a methodology for tracking and documenting reductions in work load and allowable cooperative agreement expenditures associated with the leasing/licensing, or transfer of properties to the City of San Francisco or other entity.

5.A.2.6. The Caretaker shall develop a detailed Technical Execution Plan addressing all issues related to information systems management operations, including accounting methods to properly allocate costs for work allowed under this agreement, and to properly prepare vouchers. The Caretaker shall submit the plan for approval to the Navy by 15 September 1998.

5.A.2.7. The CA Manager shall have a full-time Financial Management Assistant who shall establish and maintain an accounting system that shall capture all Caretaker costs related to this agreement and satisfy audit requirements. This position shall administer the process of requesting and receiving reimbursement from the Navy for executing this agreement. This position shall also provide administrative support to the CA Manager.

5.A.2.8. Technical Execution Plan (TEP). The TEP is a required pre-award submission, and is the basis for all phase-in, turnover operations and Caretaker work execution. The TEP is the Caretakers plan of operation for complying with the Cooperative Agreement requirements. The TEP submitted to the CSO by the Caretaker must identify the method by which the Caretaker will keep the CSO informed as to job status, progress, backlog and scheduled completion dates and work execution plans. The OIC, Caretaker Site Office will use this plan when developing the Navy quality assurance program. The Caretaker should advise the Grants Administrator if there are significant changes to this plan.

5.A.2.9. The CARETAKER will submit a TEP to the Caretaker for approval for each functional work area where called out for in the technical provisions. This TEP will become part of this agreement when approved by the CSO. The TEP for each functional work area shall include, a methodology for tracking and documenting reductions in work load and allowable cooperative agreement expenditures associated with the leasing/licensing, or transfer of properties to the City of San Francisco or other entity.

The Caretaker shall develop a detailed Technical Execution Plan addressing all issues related to financial accounting and auditing operations, including accounting methods to properly allocate costs for work allowed under this agreement, and to properly prepare vouchers. The Caretaker shall submit the plan for approval to the Navy by 15 September 1998.

5.A.2.10. The CA Manager and staff shall work cooperatively with the Navy and City of San Francisco staff to develop integrated management processes to ensure effective and efficient use of resources.

5.A.2.11. The CA Management staff shall collocate with the Navy CSO in Building 1 on the closed NS.

5.A.3. Plan for Future Conveyance

This function shall end with the completion of this agreement.

5.A.4. Government Furnished Property/Equipment

(not applicable)

5.A.5. Invoice Verification Procedures

5.A.5.1 Quality Assurance Inspections

- A. The Caretaker shall provide a copy of the Caretaker work order listing for all work ordered under the Cooperative Agreement to the CSO OIC on the 1st and 15th of each month.
- B. The CSO OIC or his designated representative will annotate which projects scheduled for completion during the current month he would like to inspect, and return the listing to the Caretaker within two days of receipt.
- C. The Caretaker or his designated representative will notify the CSO OIC 24 hours in advance of when the annotated jobs are ready for inspection and set a time, date, and meeting location for this inspection.
- D. The CSO OIC or his designated representative shall conduct the required inspection documenting findings using an Inspection Form, and file this form in the monthly invoice verification file for the current month located in the CSO Cooperative Agreement files.

5.A.5.2. Invoice Verification

- A. The Caretaker shall provide copies of both the Monthly Expenditure Summary Report (A report prepared by the Caretaker which provides a summary of the current FY budget, direct and indirect costs expended during the month, total monthly costs, cumulative annual costs, FY balance, percent of budget expended and previous month cumulative costs for each budget line item of this Agreement) and the detailed Cooperative Agreement Monthly Reports (A report prepared by the Caretaker which summarizes by Work Order No., function charged to (or type work accomplished), employee no., date charged, and labor, material, equipment, and contract costs and total costs) to the CSO OIC as soon after their publication as possible (generally the second week of month following the report period).
- B. The CSO OIC or his designated representative will review these reports, applicable Work Request Authorizations and all inspection reports for the invoice period.
- C. If no questioned or disallowed costs are noted, the CSO OIC or his designated representative shall advise the Caretaker to forward the invoice (Standard Form 1034 and Standard Form 1035A) to the Grants Administrator at EFA West for processing for payment. The CSO OIC shall also complete a copy of the Invoice Verification Memorandum and forward this memorandum to the EFA West Grants Administrator.
- D. For any questioned or disallowed costs, the CSO OIC will schedule a meeting with Caretaker to review and reconcile the disputed costs. The meeting will be scheduled to occur within five working days of receipt of expenditure summary and detailed Cooperative Agreement Monthly Reports.
- E. During the meeting outlined above, the CSO OIC and/or his designated representative and Caretaker will reconcile all problem areas found by the CSO OIC during the reports review. The Caretaker will take informal meeting minutes indicating agreed upon changes and disputes and provide a copy to the CSO OIC. The Caretaker will make any agreed upon corrections and resubmit a corrected copy of the monthly expenditure summary to the CSO OIC within two working days of the meeting.
- F. Immediately upon resubmittal of the corrected copy of the monthly expenditure report the Caretaker shall submit by letter, an invoice (Standard Form 1034 and Standard Form 1035A) to the EFA West Grants Administrator for payment, with a copy to the CSO OIC.
- G. Immediately upon receipt of the copy of the invoice, the CSO OIC shall verify that all corrections agreed upon during the paragraph 5.A.5.2.D. meeting have been incorporated into the invoice, complete a copy of the Invoice verification Memorandum and forward this memorandum to the EFA West Grants Administrator.

H. Where Agreement cannot be reached between the parties with regards to the contents of the invoice, the disagreement will be noted and dispute remedied as stipulated under Article X of the Cooperative Agreement.

Copies of all documentation referenced above shall be filed in the CSO monthly invoice verification file for the invoice month.

FUNCTION ANNEX 6 UTILITIES SERVICES

6.1. Description

6.1.1. The Utilities Services function provides electric, natural gas, sanitary sewer, sewage treatment and storm sewer operation and maintenance services to the closed NS. A detailed breakdown of components of these systems are provided below.

6.1.2. The Caretaker may use Building 264 and storage lot 292 at Treasure Island for performance of the Utilities Services function.

6.2. Concept of Operations

6.2.1. **General:** The Caretaker will operate and maintain utility systems at Treasure Island and Yerba Buena Island, as described in paragraph 6.3, below, including electric, natural gas, water, sanitary sewer, storm sewer and sewage treatment systems. The Caretaker will defray associated costs through revenue generated by charging Navy authorized rates to all users of utilities services. All storage and handling of materials and equipment necessary for utilities maintenance shall be done in accordance with the Treasure Island Storm Water Pollution Prevention Plan.

6.2.2. **Utilities Purchase:** The Caretaker will be responsible for purchase of all electricity, natural gas and water consumed on TI and YBI and for purchase of electric power provided to the east water pump station serving the base.

6.2.3. Recovering Funds for Consumption by the Navy

Units of consumption for which the Navy is responsible have been determined through estimates mutually agreed upon by the Navy and the Caretaker. Estimated Navy uses are itemized by figure 6.1 below. Total annual charges will not exceed \$504,980.40 and can be billed monthly by the Caretaker at the rate of \$42,081.70 per month.

6.2.4. System Extension and Provision of New Service

6.2.4.1. **New Services Requested by the Navy and other Federal Users:** The Caretaker will provide any extension or alteration of systems along with any metering or service connections requested by the Navy or as approved by the Navy for other Federal users on the base. Costs for such work will be recovered by the Caretaker directly from any Non-Navy Federal user and will not be charged to the Navy. Costs incurred for any such work requested by and executed for the Navy will be reimbursed under this agreement.

6.2.4.2. **New Services Required by Lessees or Licensees:** The Caretaker may also provide system extensions and alterations along with metering and service connections required to fully and exclusively meter use of water, electricity and natural gas within any premises which may be under license or lease from the Navy during the term of this agreement. Costs for any such work will be recovered by the Caretaker directly from the benefiting Lessee or Licensee and will not be charged to the Navy.

6.3. Technical Execution Plan (TEP).

6.3.1. The TEP is a required pre-award submission, and is the basis for all phase-in, turnover operations and Caretaker work execution. The TEP is the Caretakers plan of operation for complying with the Cooperative Agreement requirements. The TEP submitted to the CSO by the Caretaker must identify the method by which the Caretaker will keep the CSO informed as to job status, progress, backlog and scheduled completion dates and work execution plans. The OIC, Caretaker Site Office will use this plan

when developing the Navy quality assurance program. The Caretaker should advise the Grants Administrator if there are significant changes to this plan.

6.3.2. The CARETAKER will submit a TEP to the Caretaker for approval for each functional work area where called out for in the technical provisions. This TEP will become part of this agreement when approved by the CSO. The TEP for each functional work area shall include, a methodology for tracking and documenting reductions in workload and allowable cooperative agreement expenditures associated with the leasing/licensing, or transfer of properties to the City of San Francisco or other entity. The methodology tracking and documenting reductions in utility maintenance and commodity costs associated with transfers of specific zones may be predicated upon an equitable allocation plan predicated upon square feet of building space included within the zone or some other equitable breakdown.

6.3.3. The Caretaker shall develop a detailed Technical Execution Plan addressing the specific utilities procedures utilized by the Caretaker for execution of work under this agreement, including accounting methods to properly allocate costs for work allowed under this agreement, and to properly prepare vouchers. The Caretaker shall submit the plan for approval to the Navy by 15 September 1998.

6.4. Systems Definitions, Extent of Caretaker Responsibility

6.4.1. **Water System:** Facilities to be operated and maintained by the Caretaker under this agreement consist of the existing water delivery facilities at Treasure Island and Yerba Buena Island (TI/YBI) including:

- Supply and delivery pipelines, initiating at the supply points for TI/YBI from the City of San Francisco to the west and the East Bay Municipal Utility District (EBMUD) to the east.
- Water storage and chlorination facilities.
- Water pumping stations on TI/YBI.
- The water pumping station on the east side of the Bay Bridge specifically dedicated to the supply pipeline to TI/YBI.
- All supply lines that cross through or under any leased or non-leased building or facility that do not serve that building or facility.
- For metered buildings and facilities; Caretaker responsibility ends at the first valve or meter upstream of the building or facility.
- For buildings and Facilities which are not metered: Caretaker responsibility will include all supply lines and water system facilities up to five (5) feet of any building or facility.

6.4.2. **Sanitary Sewer System:** Facilities to be operated and maintained by the Caretaker consist of the existing sanitary sewer collection and treatment facilities at TI/YBI, including:

- Waste water treatment plant, including all facilities within the perimeter fence of the plant and including the outfall.
- Waste water pumping stations
- Mainline sewers
- Forced mains

- Collection and service sewers to the limit of leaseholding for leased facilities.
- For buildings and facilities which are not leased or otherwise occupied, or which are in use by the Navy or Navy Customers; Collection and service sewers to either [a] the last cleanout upstream of the mainline sewer along the service to the building or facility, or [b] to a point five (5) feet from the foundation of the building or facility.

6.4.3. **Storm Water System:** Facilities to be operated, maintained, and cleaned by the Caretaker consist of the existing storm water collection and discharge facilities at TI/YBI, including:

- Storm water collections system
- Storm water pumping stations
- Storm water outfalls
- Storm Drain System

6.4.4. **Natural Gas System:** Natural gas is delivered to TI by a supply line owned by the Pacific Gas and Electric Co. (PG&E). PG&E also owns and operates the main meters and pressure reducing stations at the point of delivery of the island. Under this agreement the Caretaker will be responsible for operations and maintenance of all facilities downstream of PG&E facilities including:

- Supply and delivery pipeline downstream of the main meter and pressure reduction station located on TI.
- Supply lines to and including that last valve or corporation stop leading to all leased, non-leased, occupied or non, occupied buildings and facilities.

6.4.5. **Electrical Distribution System:** Facilities to be operated and maintained by the Caretaker consist of the existing transformation and distribution facilities at TI/YBI, including:

- The entire high voltage transmission line serving Treasure Island, originating at the point of connection to the breakers at the Davis Substation (located at the Fleet and Industrial Supply Center in Oakland), including overhead and underground elements of the line located on the Fleet and Industrial Supply Center and the Oakland Army Base, the underground element extending from the Oakland Army Base, including the junction with the submarine section of the line and the submarine section including the junction and underground section of line at Treasure Island, to the point of connection at the main Treasure Island substation.
- The main substation on TI.
- The distribution system and related equipment between the main substation on TI and the end-users on TI/YBI
- For metered buildings and facilities; The Caretaker provides operations and maintenance up to and including the meter.
- For buildings and facilities which are not metered or which have dedicated switchgear or transformers at the building or facility, the Caretaker provides operations and maintenance to the low side of the dedicated switchgear or transformer and shall include the dedicated switchgear or transformer.

- For buildings and facilities which are not metered and which do not have dedicated switchgear or transformers at the building or facility, the Caretaker provides operations and maintenance to the weatherhead, building perimeter, or equipment connection.
- The Davis Substation at the Fleet and Industrial Supply Center, Oakland, CA

6.5. Organization and Communication

6.5.1. **Caretaker and Navy Representatives:** The primary interface between the Caretaker and the Navy for the purpose of coordinating respective day-to-day actions and responsibilities for utilities operations will take place at regular meetings between the Caretaker's Utilities Project Manager (PM) and the designated representative of the Navy Caretaker Site Office (CSO). Meetings will be held among PM and CSO representatives to assure a mutual understanding of the overall utilities operation as well as to request and provide authority as required by this procedure for such actions as scheduled outages and excavations.

6.5.2. Outage Management

6.5.2.1. **Scheduled Outages:** The following procedure will be used by the Caretaker and Navy to obtain authority for any utility outage not resulting from an emergency or unplanned failure:

6.5.2.2. **Caretaker Request:** The Caretaker will submit a written request to the CSO for any planned system outage. As a minimum, outage requests will include the following information:

- Purpose of the outage
- Utilities commodities affected
- Buildings and facilities affected
- Proposed start and completion dates and times.
- Verification that the proposed outage is properly coordinated with non-Navy tenants per paragraph 6.5.2.3., below.

6.5.2.3. **Coordination with non-Navy Tenants:** The Caretaker will coordinate any planned outage with non-Navy tenants to assure the outage can proceed as planned and scheduled without undue disruption of Tenant's operations.

6.5.2.4. **Coordination by the CSO:** The CSO will coordinate the outage request with Navy activities and contractors which may be operating on the base and will determine whether the outage can be approved as described on the schedule requested.

6.5.2.5. **Approved Outages:** In cases in which the outage is acceptable as requested, the CSO will immediately inform the Caretaker. The Caretaker will then notify all tenants and affected Navy users and will execute on the outage at the agreed upon time.

6.5.2.6. **Disapproved Outages:** In cases in which the outage cannot be approved, the CSO will request acceptable alternatives from those affected and will report this information in writing to the Caretaker. The Caretaker will then revise the outage request accordingly and resubmit per paragraph 6.5.2.2

6.5.2.7. **Unscheduled Outages:** The Caretaker will immediately report unplanned system outages to the CSO using an established list of contacts for this purpose.

6.5.3: Excavation Management

6.5.3.1. Scheduled Excavations: The following procedure will be used by the Caretaker and Navy to coordinate any excavation not resulting from an emergency or unplanned system failure:

6.5.3.2. Caretaker Request: The Caretaker will submit a written request to the CSO for the proposed excavation. As a minimum excavation requests will include the following information:

- Purpose of the excavation
- Streets / traffic affected
- Buildings and facilities affected
- Proposed start and completion dates and times
- Verification that all utilities in the vicinity of the proposed excavation have been located and clearly marked.
- Verification that the requested excavation is properly coordinated with non-Navy Tenants per paragraph 6.5.3.3, below.

6.5.3.3. Coordination with non-Navy Tenants: The Caretaker will coordinate any planned excavation with non-Navy tenants to assure the outage can proceed as planned and scheduled without undue disruption of Tenant's operations.

6.5.3.4. Coordination by CSO: The CSO will coordinate the excavation request with Navy activities and contractors which may be operating on the base and will determine whether the excavation can proceed as described and on the schedule requested.

6.5.3.5. Approved Excavation Requests: In cases in which the excavation plan is acceptable as proposed the CSO will immediately inform the Caretaker of approval and will provide the Caretaker with any special requirements which may be imposed by the Navy in providing approval. Special considerations may address environmental or other factors. Upon receiving approval, the Caretaker will notify all affected Navy and non-Navy tenants and then perform the excavation and related work at the agreed upon time and in accordance with any special requirements which may be imposed by the CSO.

6.5.3.6. Disapproved Excavation Requests: In cases in which the excavation request cannot be approved, the CSO will request acceptable alternatives from affected Navy activities and will report this information in writing to the Caretaker. The Caretaker will then revise the outage request accordingly and resubmit per paragraph 6.5.3.2

6.6. Preventive Maintenance

Regularly scheduled preventive maintenance will be executed accordance with standard practices of the Caretaker and in accordance with applicable local, state and Federal regulations. No reporting is required to the Navy on preventive maintenance schedules or execution except general reporting on utilities maintenance status to the CSO as described in paragraph 6.4, Organization and Communication.

6.7. Unscheduled Repairs: In addition to preventive maintenance, the Caretaker will perform repairs which may be determined to be necessary. Repairs will be performed in accordance with the Caretaker's standard practices and will be in compliance with all applicable local, State and Federal regulations. No reporting is required to the Navy on repair requirements or execution except general reporting on utilities maintenance status to the CSO described in paragraph 6.5 Organization and Communication or where response involves an emergency as defined in 6.9.

6.8. Trouble Call Response and Reporting

6.8.1. **Origin and Reception of Trouble Calls:** Trouble calls may derive from Navy or non-Navy tenants on TI or YBI who observe or are affected by a system problem or failure. Calls will be directed to the telephone number established by the Caretaker for this purpose. The Caretaker will assure a receptionist is available at this number 24 hours per day, 365 days per year. Upon receiving a call, the Caretaker will record information provided by the caller and will assure actions is taken to correct the situation described if within the sphere of responsibility of the Caretaker as defined in this agreement. If the problem described by the caller is clearly outside the responsibility of the Caretaker, the receptionist will so inform the caller. In addition, the receptionist will provide the caller with a unique number which will serve to identify the call and which will be used in making any future inquiries or reports regarding the call.

6.8.2. **Caretaker Points of Contact:** In addition to the telephone number of the Caretaker trouble reception desk, the CSO will maintain a "CALLBACK" list of telephone numbers for Caretaker managers responsible for utilities operations at TI/YBI. This list will includes persons at each level of Caretaker management and will be used by the CSO in the circumstances listed below. Individuals on the list will be contacted in the order listed until contact is made and the requisite responsibility accepted:

- [1] Contact cannot be made with the Caretaker trouble reception desk
- [2] In cases of emergency
- [3] In cases in which responses to trouble calls do not occur within a reasonable time.

6.8.3 **Caretaker Trouble Call Reporting:** Upon receiving a request for trouble response, the Caretaker reception desk will issue a Trouble Call (TC) number which will serve as a key identifier for the call and will be used to track and report on response. Both the Caretaker trouble desk and CSO will maintain records of all TC#'s issued along with pertinent details on response and resolution

It is the responsibility of the Caretaker to report status of trouble calls to affected Navy and non-Navy Tenants as required

It is the responsibility of the Caretaker to report on response, key developments, and resolution of each trouble call to the CSO.

6.9. Emergency Response

6.9.1. Emergency requirements

6.9.1.1. **Definition:** Trouble calls from the CSO or other Navy activities to the Caretaker will be designated as EMERGENCY requirements where it has been determined or is suspected that immediate action is required to eliminate a threat to human health, the environment, to protect property or to avoid disruption of essential operations. Situations satisfying these criteria may also be observed directly by Caretaker personnel or may be reported to the Caretaker by means other than the normal trouble reception protocol.

6.9.1.2. **Stabilization:** However an emergency is reported, the Caretaker will immediately apply personnel and resources at the level needed to stabilize the situation at any time, 24 hours per day, seven days per week.

6.9.1.3. **Reporting:** It is the responsibility to the Caretaker PM or any authorized delegate of the PM to report emergencies and steps taken to accomplish stabilization to the CSO as early as possible and as significant new information becomes available.

6.9.1.4. **Follow-up Work:** After the emergency is stabilized, additional work needed to finalize repairs will be scheduled and proceed in accordance with the Caretaker's normal operating procedures.

6.10. **Marking Utilities Locations**

The Caretaker will locate and clearly mark all electric, natural gas, water, sewer, telephone and steam utilities in any area as may be requested by the CSO or through the established trouble call process to facilitate work by the Navy or others. Requests for marking and response will be handled through the trouble call procedure described in paragraph 6.7, above. In addition, the Caretaker will locate and clearly mark all electric, natural gas, water, sewer, telephone and steam utilities in any area in which the Caretaker proposes performing an excavation (see Excavation Management, paragraph 6.4.3).

6.11. **Maintenance of Government Furnished Vehicles**

Technical Exhibit 6-1 provides a list of trucks and other wheeled equipment furnished by the Navy for use by the Caretaker in executing the requirements of the Cooperative Agreement. The Caretaker will have full responsibility for operation and maintenance of this equipment in accordance with all applicable local, State and Federal laws and regulations. Use of this equipment by the Caretaker will generally be restricted to work on TI and YBI. The Caretaker may operate the equipment at other locations only to facilitate fueling, maintenance and repair or to execute work which directly supports utilities operations and maintenance on the islands. Vehicles may not be used for work by the Caretaker which is unrelated to requirements at TI and YBI and may not be used by Caretaker employees for personal business or means of traveling from home to work.

6.12. **Environmental Permit Management**

For the term of the Cooperative Agreement, the Navy will remain permit holder for air quality and water quality permits associated with utility systems at TI/YBI. The Caretaker will operate utilities in conformance with applicable permits and will perform regular monitoring and reporting required by the permits listed by Technical Exhibit 6-2. The Caretaker will perform monitoring and reporting required by the Storm Water General Discharge Permit and the Treasure Island Storm Water Pollution Prevention Plan beginning in July 1999. The Caretaker will develop and submit for approval a Storm Water Pollution Prevention Plan to the Navy by 15 June 1999. The Caretaker will pay the permit fees for maintenance of all environmental permits. The Navy will also take any necessary administrative action to amend or extend permits which may be required during the term of the Cooperative Agreement.

6.13. **Plan for Future Conveyance**

The Caretaker and the Navy shall jointly develop an executable plan to convey the utilities system from the Navy directly to the future owner. The plan shall target conveyance by no later than September 1999. This "Utilities System Conveyance Plan" shall be developed by 31 December 1998. The Navy shall also request that the City of San Francisco participate in the development of this plan. The plan shall be of sufficient detail, and have interim milestones, to allow the Navy and the Caretaker to effectively monitor progress.

6.14. **Government-Furnished Property/Equipment**

6.14.1. Technical Exhibit 6-1 is a list of government-furnished property and/or equipment (GFP/GFE) that the Navy will provide to the Caretaker for performing this function.

6.14.2. Technical Exhibit 6-2 is a list of required environmental permits for which the Caretaker will perform monitoring and reporting.

6.14.3. Technical Exhibit 6-3 is a list of government-furnished property (GFE) that the Navy shall provide to the Caretaker for performing this function.

6.14.4. The Caretaker shall manage and update changes to GFP/GFE Technical Exhibits, and submit updated copies, as modifications to the Personal Property Management TEP, to the Navy for review.

14 Sep 1998
JP-140A

The following table shows estimated FY99 utilities uses for which the Navy agrees to reimburse the Caretaker at agreed upon rates. Monthly figures are prorations of annual estimates.

Annex 6, Figure 6.1					
Navy Liability for Utilities Consumption					
September 98					
notes	use	consumption chargeable monthly	rate	monthly cost	annual cost
[1]	electricity for street lights (303 lights)	64 MWH	\$142.75	\$ 9,136.00	\$109,632.00
[2]	electrical distribution system losses	80 MWH	\$142.75	\$11,420.00	\$137,040.00
[3]	electricity for CSO (B's 1, 260 570)	38 MWH	\$142.75	\$ 5,424.50	\$ 65,094.00
[4]	natural gas for CSO (B's 1, 570)	197 MCF	\$ 6.00	\$ 1,182.00	\$ 14,184.00
[5]	water for irrigation	1,955 KGAL	\$ 5.40	\$10,557.00	\$126,684.00
[6]	water system losses	750 KGAL	\$ 5.40	\$ 4,050.00	\$ 48,600.00
[7]	water for CSO	28 KGAL	\$ 5.40	\$ 151.20	\$ 1,814.40
[8]	sewer for CSO	28 KGAL	\$ 5.75	\$ 161.00	\$ 1,932.00
Totals				\$42,081.70	\$504,980.40

Notes:

- [1] 350 street lights @ 500w / light, 12 hours per day
- [2] 50% of total system distribution losses estimated at 10% assuming 2.2 MW average load during FY99
- [3] B's 1 & 570 = 10w / sq ft x 9,000 sq ft, 12 hrs per day, 22 days per month = 24 MWH / month. B270 = 2 w / sq ft x 78,000 sq ft 8 hrs per day, 11 days per month = 14 MWH
- [4] 30 btu's / sq ft / hr x 9,000 sq ft, 24 hrs per day 365 days per year
- [5] 1.5 in / sq ft on an average of 18 acres for 32 weeks per year
- [6] 50% of total system losses estimated at 20% of 90,000 KGAL annual use
- [7] 64 GPD / person, 22 days per month assuming average staff including contractors of 20.
- [8] equal to domestic water consumption by CSO

APPENDIX II - CONSOLIDATED COST ESTIMATE

<u>ANNEX</u>	<u>FUNCTION</u>	<u>BUDGET AMOUNT</u>
1	Public Safety (Police, Security, and Fire)	\$ 250,000.00
2	Telephone Cable Maintenance	\$ 8,333.00
3	Grounds Maintenance	\$ 83,333.00
4	Building&Street Maintenance	\$ 200,000.00
5	CA and Personal Property Management	\$ 41,667.00
6	Utility Services & Maintenance	<u>\$ 83,334.00</u>
	TOTAL	\$ 666,667.00

UNITED STATES NAVY
NAVAL FACILITIES ENGINEERING COMMAND
WASHINGTON NAVY YARD
1322 PATTERSON AVENUE SE, SUITE 1000
WASHINGTON, DC 20374-5065

COOPERATIVE AGREEMENT
NO. N62474-97-2-0003
MODIFICATION P00003

COOPERATIVE AGREEMENT

GRANTEE:

CITY AND COUNTY OF SAN FRANCISCO
TREASURE ISLAND DEVELOPMENT AUTHORITY
410 PALM AVE., BLDG I, ROOM 237
TREASURE ISLAND, SAN FRANCISCO, CA 94130

COOPERATIVE AGREEMENT MODIFICATION

The purpose of this modification, in accordance with Section 701 of the General Provisions, is exercise the option to extend the Cooperative Agreement two months from 1 October 1998 through 30 November 1998.

The General Provisions remain unchanged. Delete Appendix I Requirements Statement and Appendix II Consolidated Cost Estimate and insert Appendix I Requirements Statement and Appendix II Consolidated Cost Estimate, attached to and made a part hereof.

As a result of this Modification, the total amount of the Cooperative Agreement is increased by \$666,667.00 from \$6,058,213.00 to a new not-to-exceed price of \$6,724,880.00.

PAYMENT WILL BE MADE BY: DFAS San Diego.

ACCOUNTING AND APPROPRIATION DATA:

AH 1797XXXX0510 K800 0250 38811 0 068711 2A 000000 AH000R030053	\$83,333.00
AI 1797XXXX0510 K800 0250 38811 0 068711 2A 000000 AI000R030052	\$83,334.00
AK 1797XXXX0510 K800 0250 38811 0 068711 2A 000000 AK000R030050	\$91,667.00
AM 1797XXXX0510 K800 0250 38811 0 068711 2A 000000 AM000R030051	\$83,333.00
AN 1797XXXX0510 K800 0250 38811 0 068711 2A 000000 AN000R30049	\$325,000.00
	<u>\$666,667.00</u>

SEP -30 98 (WED) 11:58 NAVFAC EPA WEST TF 550 244 2341 P.003
SEP-30-1998 11:57 FR L 7 & CNTY TRSE ISLAND 415 274 0299 TO 16502442341 P.02/02
SEP-30-1998 11:12 CITY ATTY (415) 554-3808 H.02/04
SEP -30 98 (WED) 09:53 NAVFAC EPA WEST TEL: 650 444 2341 F.VV2

CITY AND COUNTY OF SAN FRANCISCO
TREASURE ISLAND DEVELOPMENT AUTHORITY
as created

U. S. NAVY:
Robert Boyen
ROBERT BOYEN
Grants Officer


Annetta Conroy, Treasure Island Development Authority Executive Director

APPROVED AS TO FORM:
LOUISE H. RENNE, City Attorney
By: *Louise H. Renne*
Deputy City Attorney

**APPENDIX I
REQUIREMENTS STATEMENT
INTRODUCTION**

LOCATION

This agreement concerns the operations, maintenance and protection of the closed Naval Station (NS) Treasure Island. NS Treasure Island closed operationally at the end of September 1997.

The operation and maintenance of Navy facilities that are licensed or leased to tenants by the City of San Francisco are excluded from this agreement.

GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND MATERIAL

Government Furnished Property, Equipment and Material (GFP/GFE/GFM) is property, equipment, or material that is provided to the Caretaker to reduce the cost of this agreement or to assist the Caretaker in start-up. GFP/GFE/GFM held by the Caretaker continues to be owned by the Navy until consumed or returned. The Caretaker is responsible to provide proper care, maintenance, and security of GFP/GFE/GFM. Property, equipment, and material purchased by the Caretaker and reimbursed by the Navy is considered GFP/GFE/GFM.

ORGANIZATION

The technical section of this agreement is divided into six (6) function annexes. For ease of reading, each annex follows a standard format which is briefly described below.

1. Description

These paragraphs generally define the scope of the functions and services to be provided under the agreement.

2. Concept of Operations

These paragraphs provide more specific descriptions of the services, operations and maintenance functions that are included in the annex. Service, operations, and maintenance standards are those of the service/function provider.

3. Plan for Future Conveyance

This paragraph outlines the requirement of the Caretaker and the Navy to cooperatively develop a plan of action with milestones for conveyance of the facilities required for this function to the future owner.

4. Government Furnished Property/Equipment

This section refers to a list of government property and equipment which shall be used by the Caretaker in the performance of the services and functions.

Appendix A Cost Reimbursement

Appendix A contains consolidated cost estimates for the 2nd full term of the Cooperative Agreement from October 1998 through September 1999. Costs may be reallocated with prior Navy approval between function areas during the term of the agreement within the original Cooperative Agreement scope not to exceed the total estimated cost.

TERMS AND ACRONYMS

Several terms and acronyms frequently appear in the text of the function annexes. A list brief of these terms and acronyms follows:

Caretaker	The City of San Francisco
CA	Cooperative Agreement
CSO	The Navy Caretaker Site Office located at the closed Naval Station Treasure Island.
GFP/GFE	Government Furnished Property/Government Furnished Equipment
NS	Naval Station
SOP	Standard Operating Procedure
TIDA	Treasure Island Development Authority
TI	Treasure Island
YBI	Yerba Buena Island

**FUNCTION ANNEX 1
POLICE, SECURITY, FIRE, AND EMERGENCY MEDICAL SERVICES**

FUNCTION ANNEX 1, PART 1: LAW ENFORCEMENT SERVICES

1.1. Description

1.1.1. The Law Enforcement Services function in this agreement is the same or similar to services provided by the City of San Francisco Police Department for public protection and handling of criminal offenses committed on the closed Naval Station and nearby Navy-owned property. This function includes law enforcement under the jurisdiction of the court system of the County of San Francisco and the State of California. It also includes police services and animal control services, as currently practiced by the City of San Francisco.

1.2. Concept of Operations

The Caretaker shall provide police services to the closed Naval Station Treasure Island in accordance with established standards of the City of San Francisco.

The Caretaker shall provide response to all emergency and non-emergency calls for service, traffic enforcement, animal control services and all other services normally provided by the San Francisco Police Department to the population of the City of San Francisco.

1.2.3. Technical Execution Plan (TEP). The TEP is a required pre-award submission, and is the basis for all phase-in, turnover operations and Caretaker work execution. The TEP is the Caretaker's plan of operation for complying with the Cooperative Agreement requirements. The TEP submitted to the CSO by the Caretaker must identify the method by which the Caretaker will keep the CSO informed as to job status, progress, backlog and scheduled completion dates and work execution plans. The OIC, Caretaker Site Office will use this plan when developing the Navy quality assurance program. The Caretaker should advise the Grants Administrator if there are significant changes to this plan.

1.2.4. The CARETAKER will submit a TEP to the Caretaker for approval for each functional work area where called out for in the technical provisions. This TEP will become part of this agreement when approved by the CSO. The TEP for each functional work area shall include a methodology for tracking and documenting reductions in workload and allowable cooperative agreement expenditures associated with the leasing/licensing, or transfer of properties to the City of San Francisco or other entity.

The Caretaker shall develop a detailed Technical Execution Plan addressing all issues relating to law enforcement and security services delivery, including accounting methods to properly allocate costs for work allowed under this agreement, and to properly prepare vouchers. The Caretaker shall submit the plan for approval to the Navy by 15 September 1998.

1.3. Plan for Future Conveyance

(not applicable.)

1.4. Government Furnished Property/Equipment

(not applicable.)

FUNCTION ANNEX I, PART I.A: SECURITY SERVICES

1.A.1. Description

1.A.1.1. Security services for the closed Naval Station (NS) Treasure Island includes management, supervision, and work execution required to protect government property (facilities and personal property) and control access to the Navy owned property.

1.A.1.2. Security services begin under this agreement on 1 October 98.

1.A.2. Concept of Operations

1.A.2.1. The Caretaker, shall provide security services as described below.

1.A.2.2. The Caretaker shall establish 24-hour, security posts at the main gate to the former NS Treasure Island and provide roving security patrols. The main duties of the security posts include visitor access control and deterrence of unauthorized removal of property. Roving security patrol duties include full-time surveillance and deterrence of unauthorized entry to the property and its facilities.

1.A.2.3. All security personnel shall wear uniforms distinguishing them as part of an official security workforce. Security vehicles shall also have distinguishing security markings.

1.A.2.4. Security personnel shall have full-time radio communication capability with each other and with the San Francisco Police Department. Security personnel shall immediately call for Police response if they detect any indication of a crime being committed or previously committed.

1.A.2.5. Security personnel are not required or authorized to carry firearms.

1.A.2.6. The Caretaker shall provide all supplies and equipment necessary to perform the security service, except as indicated in 1.A.4 below.

1.A.3. Plan for Future Conveyance

(not applicable)

1.A.4. Government-Furnished Property/Equipment

Technical Exhibit 1-1 is a list of government-furnished property and equipment (GFE) that the Navy shall provide to the Caretaker for performing this function. These exhibits will become a part of the Technical Execution Plan for Personal Property Management.

The Caretaker shall manage and update changes to GFP/GFE Technical Exhibits, and submit updated copies, as modifications to the Personal Property Management TEP, to the Navy for review.

FUNCTION ANNEX 1, PART 1.B: FIRE PROTECTION/SUPPRESSION AND EMERGENCY RESPONSE SERVICES

1.B.1. Description

The Fire Protection/Suppression and Emergency Response Services, hereinafter called the "Fire Protection" function, includes services which involve the operation of fire reporting communications center, fire operations, fire prevention inspections, rescue, hazardous materials first responder, emergency medical first responder, and ambulance service. Maintenance of the fire protection facilities shall be accomplished under the Building Maintenance Services Annex (Annex 4) to this agreement.

1.B.2. Concept of Operations

The Caretaker shall provide the Fire Protection function and services to the closed Naval Station Treasure Island in accordance with established standards of the City of San Francisco.

The Caretaker and the Navy shall work cooperatively to minimize/eliminate operations and maintenance costs for the Fire Protection function that serves those areas of the closed NS which have limited or no reuse potential

The Caretaker shall conduct fire inspections in all Caretaker Facility Maintenance Level I, II, III, and IV facilities. The term "Levels" refers to standard Navy Caretaker Levels as described in Annex 4 of this agreement.

The Caretaker shall conduct periodic visual inspections of fire alarm systems and fire protection systems (which include automatic sprinkler systems, standpipe systems, and other extinguishing systems). Routine inspections shall be performed on operational systems. Systems that have not been certified or are presently out-of-service or lacking proper maintenance or repair, shall remain out of service, or shall be placed out-of-service by the Caretaker. Engineered fixed extinguishing systems shall be placed out-of-service in all vacant buildings.

The Caretaker shall provide hazardous materials response and limited cleanup. Hazardous materials response shall include response to spills which impact the surrounding bay waters directly or via the storm drain system. Operations shall be conducted in a manner consistent with the normal procedures of the City of San Francisco Fire Department.

The Caretaker shall incorporate the closed NS into the City of San Francisco's disaster preparedness and emergency management programs.

The Caretaker shall maintain maps, records, and drawings related to the Fire Protection functions as listed in Technical Exhibit 2-1. All records and maps shall be available to the Navy upon request.

The Caretaker shall attend meetings involving all major changes to the infrastructure, building occupancy and use, demolition of structures; and planned public events that impact safe occupancy limits.

1.B.3. Technical Execution Plan (TEP). The TEP is a required pre-award submission, and is the basis for all phase-in, turnover operations and Caretaker work execution. The TEP is the Caretakers plan of operation for complying with the Cooperative Agreement requirements. The TEP submitted to the CSO by the Caretaker must identify the method by which the Caretaker will keep the CSO informed as to job status, progress, backlog and scheduled completion dates and work execution plans. The OIC, Caretaker

Technical Exhibit 7-1
Personal Property Management Services
Government Furnished Property

MAYOR'S OFFICE:

001	Ford Tempo Sedan, 1990	92-26020
002	Plymouth Sedan, 1988	92-25589
003	Ford Mini-Van, 1990	93-25773
004	Ford Mini-Van, 1990	93-25817
005	Chevy Astro-Van, 1986	93-23796
006	Dodge 250 PassVan	93-24537
007	Ford Ranger Pick-up, 1990	94-41767
008	Ford Ranger Pick-up, 1990	94-41799
009	Chevy S-10 Pick-up, 1988	94-32749
010	Chevy 1/2T Utility Bed, 1988	94-31180
011	GMC 2T Stake Bed, 1985	95-25741
012	GMC 2T Panel Truck, 1987	95-26768

PUC:

001	Chevy 1/2T Fire Dept U.B., 1990	94-23344
002	Loader, Detachable Scoop, 1980	45-02916
003	AMG 5T 6x6 Tractor, 1975	96-34862
004	International 10T DmpTrk, 1986	96-40018
005	Kubota Tractor/Loader, 1989	48-18116
006	Trailer, Cable Reel,	97-37251
007	Trailer, 40 Ft., 1966	97-22516
008	Ford Vactor Truck, 1991	54-07961
009	John Deere Front Loader, 1984	45-03221
010	Dodge Van, 1985	94-22742
011	Chevy Utility, 1988	94-38641
012	Chevy Utility, 1988	94-21110
013	Dodge Pick-up, 1985	94-21917
014	Chevy Pick-up, 1988	94-32054
015	Dodge Pick-up, 1989	94-36535
016	Dodge Pick-up, 1989	94-36531
017	Chevy Utility, 1988	94-24031
018	Dodge Pick-up, 1989	94-36533
019	GMC Dump Truck, 1986	96-40024
020	John Deere Backhoe/loader, 1985	48-17220
021	Trailer, Cable Reel, 1971	97-34192
022	Trailer, Air Compressor, 1989	31-07230
023	International Pole/Line Truck, 1989	96-42612
024	Freightliner Vactor Truck, 1993	94-9333

DPW:

001	Chevy S-10 Pick-up, 1988	94-36831
002	Chevy S-10 Pick-up, 1988	94-36810
003	Chevy S-10 Pick-up, 1988	94-36816
004	Chevy Astro-Van,	93-23777
005	Chevy Astro-Van, 1986	93-23795
006	Chevy Astro-Van, 1988	94-30185
007	Ford Mini-Van, 1990	93-26785
008	Ford F350 CrewCab FlatBed, 1987	94-33072
009	Dodge 1/2T Pick-up, 1990	94-39605
010	Dodge 250 Cargo Van, 1985	93-24536
011	Dodge Cargo Van, 1990	94-41262
012	Chevy 1/2T Flat-Bed, 1988	94-37505
013	Chevy 1/2T w/crane, 1988	94-38647
014	Chevy Utility Van, 1988	94-37863
015	Chevy 1/2T Utility Bed, 1988	94-38646
016	Chevy 1/2T Utility Bed, 1986	94-24046
017	GMC 2T Stake Bed, 1985	95-25743
018	International 2T Stake Bed, 1985	95-25984

SAN FRANCISCO FIRE DEPARTMENT:

001	Chevy 1Ton U.B., 1990	94-41480
002	Chevy S-10 P.U., 1988	94-32748
003	Chevy Diesel 1/2 Ton U.B.	94-38640
004	Chevy AstroVan, 1986	93-23785
005	Ford E-350 Ambulance, 1991	94-48442
006	Ford E-350 Ambulance	94-42346
007	Ford E-350 Ambulance	94-42347
008	Pierce Triple Pumper	73-02833
009	Ward 79 Limited Triple Pumper	73-02695
010	Seagrave, Triple Pumper	73-02533
011	GMC 8500 Fire Truck	73-02243

SAN FRANCISCO SHERIFF'S DEPARTMENT:

001	Chevy 1/2T Utility Bed, 1988	94-31187
002	Dodge 1/2T Lift-gate, 1990	94-41146
003	Dodge 250 PassVan, 1988	93-24531

SAN FRANCISCO POLICE DEPARTMENT:

001	Chevy Crew-Cab Diesel, 1988	94-37404
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Technical Exhibit 7-2
Personal Property Management Services
Government Furnished Property

The following property of the Government shall be used by the Caretaker in the implementation of this function:

Item	Description	Model/ID	Property #
001	Genie Personnel Lift	PLC36/148611	001067
002	Moisture meter detector	8009	4449
003	Ground fault interrupter	N/A	502177
004	Electric heat gun	N/A	505009
005	Bosch router	1604A	MO00074
006	Bosch router	1604A	MO00075
007	Drill motor, 3/8-inch	N/A	MO00082
008	Vacuum cleaner, upright	N/A	MO00083
009	Vacuum cleaner, upright	N/A	MO00084
010	Paint sprayer, airless	N/A	MO00086
011	Skill saw	N/A	MO00087
012	Paint spray gun, airless	N/A	MO00088
013	Sewer machine	Ridgid K-38	MO00090
014	Sewer machine	Ridgid K-38	MO00091
015	Sewer machine	Ridgid K-38	MO00092
016	Heavy duty sander	N/A	MO00095
017	Sewer machine	N/A	MO00097
018	Skill saw	N/A	MO00104
019	Skill saw	N/A	MO00107
020	Drill motor, 3/8-inch	Milwaukee	MO00111
021	Drill motor, 3/8-inch	Milwaukee	MO00114
022	Drill motor, 3/8-inch	Milwaukee	MO00117
023	Drill motor, 3/8-inch	Milwaukee	MO00118
024	Bosch router	N/A	MO00119
025	Heavy duty sander	N/A	MO00121
026	Heavy duty sander	N/A	MO00123
027	Heavy duty sander	N/A	MO00125
028	Heavy duty sander	N/A	MO00126
029	Heavy duty sander	N/A	MO00127
030	Heavy duty sander	N/A	MO00128
031	Heavy duty sander	N/A	MO00129
032	Drill motor, 3/8-inch	Milwaukee	MO00132
033	Drill motor, 3/8-inch	Milwaukee	MO00135
034	Drill motor, 3/8-inch	Milwaukee	MO00137
035	Aluminum refrigeration dolly	N/A	MO00139
036	Jig saw	N/A	MO00143
037	Jig saw	N/A	MO00144
038	Belt sander	Bosch	MO00145

Technical Exhibit 7-2 (continued)
Personal Property Management Services
Government Furnished Property

039	Portable air compressor, 1-1/2 HP	N/A	MQ00147
040	Electric worm-drive saw	Skill 7-1/4	MO00155
041	Sewer machine	Ridgid K-750	MO00159
042	Drill motor, 3/8-inch	Milwaukee	MO00162
043	Portable chartless recorder	DM-I	MO00251
044	Hoist puller, 3/4 ton lever	N/A	MO00255
045	Sander	Black&Decker	MO00256
046	Router	Bosch	MO00263
047	Sump pump	N/A	MO00265
048	Desk dolly	N/A	MO00267
049	Conduit bender, hand	N/A	MO00269
050	Bench grinder	Black&Decker	MO00270
051	Wet-dry vacuum cleaner, 15 Gal.	Hako	MO00281
052	Sewer machine	Ridgid K-37	MO00283
053	Portable acet-oxy carry case	N/A	MO00284
054	Portable acet-oxy carry case	N/A	MO00285
055	Drill motor, 3/8-inch	Milwaukee	MO00300
056	Sawz-all, heavy duty	N/A	MO00305
057	Electric 10-inch table saw	N/A	MO00308
058	Compressor	Hilti	MO00317
059	Grinder, 4-1/2-inch, angle head	Milwaukee	MO00544
060	Heat gun	N/A	MO00560
061	Heat gun	N/A	MO00563
062	Ladder, fibreglass, 10 ft.	N/A	MO00635
063	Laminate trimmer	N/A	MO00756
064	Sewer machine	Ridgid K-38	MO00849
065	Pipe cutter	N/A	MO01696
066	Vacuum cleaner, 6 Gal.	N/A	MO01766
067	Electric planer	N/A	MO01831
068	Electric chop saw, 14-inch	Milwaukee	MO02126
069	Stud shooter	Hilti/D36M	MO02176
070	Amp meter, clamp-on	N/A	MO02189
071	Belt sander	N/A	MO02214
072	Ceramic tile cutter	N/A	MO02319
073	Multi-purpose saw	Homelite/XL88	MA0275
074	Wet-dry vacuum cleaner, 2.5 Gal.	N/A	MA0280
075	Chain saw, 14-inch, gas	Homelite	MA0309
076	Multi-purpose saw	Homelite	MA0312
077	Gas Generator	N/A	MA0414
078	Oxy-acet welding torch set	N/A	MA0539
079	Electric soldering gun	N/A	MA0792
080	Electric soldering gun	N/A	MA0793
081	Electric soldering gun	N/A	MA0794
082	Halogen gas leak detector	TIF-500	MA0798
083	Concrete saw, 12-inch	Mini-target	MA0890

Technical Exhibit 7-2(continued)
Personal Property Management Services
Government Furnished Property

084	Gas operated blower	Homelite	MA0927
085	Electric blower	Vano	MA0948
086	Oxy-acet gauge, set	N/A	MA0998
087	Gas operated back-pack blower	N/A	MA1022
088	Refrigeration dolly	N/A	MA1034
089	Concrete vibrator	Whacker	MA1094
090	Asphalt tile cutter	N/A	MA1253
091	Torch kit, shop tips	N/A	MA1295
092	Kinitic water ram	N/A	MA1507
093	Vacuum cleaner, 55 Gal.	N/A	MA1752
094	Mechanical gear puller	N/A	MA1759
095	Hammer drill	Hilti TE10A	MA1768
096	Sealant filler/dispenser	Hilti	MA1770
097	Sealant filler/dispenser	Hilti	MA1771
098	Electric 6-inch hand grinder	N/A	MA1773
099	Trash pump, 3-inch	Homelite	MA1774
100	Hydraulic knockout set	Enerpac	MA1776
101	Hydraulic floor jack, 1-1/2 ton	N/A	MA1778
102	Hammer drill	Hilti/TE10A	MA1788
103	Hammer drill	Hilti/TE10A	MA1789
104	Sealant filler/dispenser	Hilti	MA1790
105	Sealant filler/dispenser	Hilti	MA1791
106	Hammer drill	Hilti/TE17	MA1799
107	Trash pump, gas, 3-inch	Honda	MA1800
108	Generator, 1500 watts	Homelite	MA1801
109	Jackhammer	Thor 90.Lb.	MA1811
110	Chain saw, 24-inch (parts only)	Solo	MA1813
111	Electric hand grinder, 7 to 9 inch	N/A	MA1817
112	Electric metal hand nipper	N/A	MA1818
113	Laminate trimmer	Stanley	MA1822
114	Electric combination plane	Rockwell	MA1825
115	Angle drill motor, 1/2-inch	Milwaukee	MA1827
116	Hammer drill	Bosch	MA1828
117	Hammer drill, 3/8-inch	Black & Decker	MA1829
118	Digital multi-meter	Simpson	MA1861
119	Hammer drill	Bosch	MA1869
120	Electric hand plane, 3-1/2-inch (parts)	Craft	MA1871
121	Electric hand plane, 3-1/2-inch (parts)	Craft	MA1872
122	Electric hand plane, 3-1/2-inch	Craft	MA1873
123	Halogen gas leak detector	N/A	MA1877
124	Oxygen-acetylene cutting set	N/A	MA1879
125	Hydraulic floor jack, 2-ton	Warner	MA1887
126	Water blaster, gas	Sprak	MA1888
127	Combustible gas leak detector	N/A	MA1890
128	Gas leak detector, PPM/L	Gastector	MA1891

Technical Exhibit 7-2(continued)
Personal Property Management Services
Government Furnished Property

129	Drill motor, 3/4-inch, magnetic base	N/A	MA1892
130	Portable pipe threader	Toledo	MA1893
131	Refrigeration vacuum gauge set	N/A	MA1902
132	Resitivity meter	N/A	MA1903
133	Paint striping machine.	N/A	MA1905
134	Hydraulic grease gun	Super Gun	MA1906
135	Voltmeter	N/A	MA1909
136	Trash pump, 3-inch, gas	Wisconsin	MA1910
137	Basin cleaner, 14 foot	Handi-Clam	MA1914
138	Basin catch cleaner, 14 foot	Handi-Clam	MA1915
139	Paint spray gun, airless	N/A	MA1917
140	Pneumatic nail gun	Hilti	MA1918
141	Multi-meter	Simpson260	MA1925
142	Trash pump, 3-inch, gas	Wisconsin	MA2423
143	Trash pump, 3-inch, gas	Wisconsin	MA2428
144	Ground fault interupter	Hubbel	MA2496
145	Multi-meter	Mura	MA2687
146	Door lock	Schlage	MA2695
147	Impedence meter, loop	N/A	MET3002
148	Metal detector	N/A	MP2030
149	Pump	N/A	MP2039
150	Jig saw (parts)	N/A	MP2180
151	Electric portable welder	Miller	MP2547
152	Chain saw, Super XL	Homelite	TOO1423
153	Circular saw, 7-1/4-inch (parts)	N/A	TOO1956
154	Circular saw, 7-1/4-inch	N/A	TOO1958
155	Dust vacuum	Dirt Devil 8130	TOO2710
156	Router	Black & Decker	MA1821
157	Workmate	N/A	MO02439
158	Chop saw	Makita	MO00167
159	Portable snake	N/A	MO00299
160	Air compressor	N/A	MO00097
161	Hand dolly	N/A	MA1953
162	Oxygen-acetylene gauges	N/A	MA2373
163	Drill	N/A	MA0932
164	Pipe cutter	N/A	MA1600
165	Light stand	N/A	MO00153
166	Tamper compactor	N/A	2325
167	Electric welder	N/A	MO01041
168	Tile cutter, asphalt	N/A	001
169	Vacuum, dry	N/A	MO00152
170	Vacuum, shop	N/A	00261
171	Sewer cleaner	N/A	MO00149
172	Vacuum cleaner	N/A	MA1271
173	Vacuum cleaner	N/A	MA1760
174	Man-lift, air	N/A	039586

Site Office will use this plan when developing the Navy quality assurance program. The Caretaker should advise the Grants Administrator if there are significant changes to this plan.

1.B.4. The CARETAKER will submit a TEP to the Caretaker for approval for each functional work area where called out for in the technical provisions. This TEP will become part of this agreement when approved by the CSO. The TEP for each functional work area shall include, a methodology for tracking and documenting reductions in work load and allowable cooperative agreement expenditures associated with the leasing/licensing, or transfer of properties to the City of San Francisco or other entity.

The Caretaker shall develop a detailed Technical Execution Plan addressing all issues related to fire protection and emergency response services delivery, including accounting methods to properly allocate costs for work allowed under this agreement, and to properly prepare vouchers. The Caretaker shall submit the plan for approval to the Navy by 15 September 1998.

1.B.5. Plan for Future Conveyance

(not applicable)

1.B.6. Government-Furnished Property/Equipment

Technical Exhibit 2-1 is a list of fire protection/suppression and emergency response services documentation that the Caretaker shall maintain.

Technical Exhibit 2-2 is a list of government-furnished property (GFP) that the Navy shall provide to the Caretaker for performing this function. This exhibit will become a part of the Technical Execution Plan for Personal Property Management.

Technical Exhibit 2-3 is a list of government-furnished vehicles that the Navy shall provide to the Caretaker for performing this function. This exhibit will become a part of the Technical Execution Plan for Personal Property Management.

The Caretaker shall manage and update changes to GFP/GFE Technical Exhibits, and submit updated copies, as modifications to the Personal Property Management TEP, to the Navy for review.

Technical Exhibit 2-1
Fire Protection/Suppression and Emergency Response Services
Documentation
RECORD KEEPING SYSTEMS

Records, documentation, recorded or documented instructions and record keeping systems: Fire department recorders, documentation, instructions, reference, training materials, and their systems will include but not be limited to:

- a) Fire Prevention records, documentation, instructional reference and training materials.
- b) Fire Suppression records, documentation, instructional reference and training materials.
- c) Hazardous Materials records, documentation, instructions, reference and training materials.
- Emergency Medical Services records, documentation, instructions, reference and training materials.
- e) Fire Alarm maintenance, test, operation instructions, and reference materials.
- f) Fire Department communications equipment maintenance, test, operation instructions, and reference materials.
- g) Water System maintenance, test, operation, and reference materials.
- h) Vehicle maintenance, test, operation, reference and training materials.
- i) Fire Fighting Equipment maintenance, test, operation, reference and training materials.
- Disaster Preparedness records, documentation, instructional, reference and training materials.
- Training records and documentation.
- l) Response records and documentation.
- Utility back up systems tests, records, documentation, operation instructions, reference and training materials.
- n) Records, and documentation relating to construction, utilities, seismic studies, hazardous material abatement, remodeling and/or retrofitting, and layout.

**FUNCTION ANNEX 2
TELEPHONE CABLE MAINTENANCE SERVICES**

2.1. Description

2.1.1. The telephone cable system for the closed Naval Station (NS) Treasure Island consists of all existing cables, connections, and terminals located throughout the base. The system is located primarily underground running through utility ducts accessible through manholes. Termination boards are located in building structures. The main termination board is located in Building I.

2.2. Concept of Operations

2.2.1. The Caretaker will maintain the telephone cable system in an operable condition.

2.2.2. The Caretaker and the Navy will work cooperatively to minimize/eliminate maintenance costs for the system that serves those areas of the closed NS with limited or no reuse potential.

2.2.3. The Caretaker shall conduct system maintenance and repairs necessary to provide a safe, operational telephone cable system. The Caretaker and the Navy will work cooperatively, using sound engineering judgment, to identify optimum corrective solutions for system deficiencies.

2.2.4. The Caretaker will maintain maps and record drawings related to the telephone cable system. All records and maps will be available to the Navy upon request to be used as documentation for system conveyance.

2.2.5. The Caretaker will normally provide the Navy Caretaker Site Office with a minimum of 1 week notification of scheduled service outages.

2.2.6. The Caretaker shall request and receive advance approval, from the Navy Caretaker Site Office, for any planned repairs estimated to be in excess of \$5,000.

2.2.7. "Technical Execution Plan (TEP). The TEP is a required pre-award submission, and is the basis for all phase-in, turnover operations and Caretaker work execution. The TEP is the Caretakers plan of operation for complying with the Cooperative Agreement requirements. The TEP submitted to the CSO by the Caretaker must identify the method by which the Caretaker will keep the CSO informed as to job status, progress, backlog and scheduled completion dates and work execution plans. The OIC, Caretaker Site Office will use this plan when developing the Navy quality assurance program. The Caretaker should advise the Grants Administrator if there are significant changes to this plan.

2.2.8. "The CARETAKER will submit a TEP to the Caretaker for approval for each functional work area where called out for in the technical provisions. This TEP will become part of this agreement when approved by the CSO. The TEP for each functional work area shall include, a methodology for tracking and documenting reductions in work load and allowable cooperative agreement expenditures associated with the leasing/licensing, or transfer of properties to the City of San Francisco or other entity.

The Caretaker shall develop a Technical Execution Plan addressing all issues related to operations, maintenance and service delivery, the work ordering process, and emergency response process, including accounting methods to properly allocate costs for work allowed under this agreement, and to properly prepare vouchers. The Caretaker shall submit the plan for approval to the Navy by 15 September 1998

2.3. Plan for Future Conveyance

The Caretaker and the Navy shall jointly develop an executable plan to convey the telephone cable system from the Navy directly to the future owner. The plan shall target conveyance of the telephone cable system no later than September 1999. This "Telephone Cable System Conveyance Plan" shall be developed by 31 December 1998. The Navy shall also request that the City of San Francisco participate in the development of this plan. The plan shall be of sufficient detail, and have interim milestones, to allow the Navy and the Caretaker to effectively monitor progress.

2.4. Government-Furnished Property/Equipment

Technical Exhibit 8-1 is a list of government-furnished property and/or equipment (GFP/GFE) that the Navy will provide to the Caretaker for performing this function. The Technical Exhibit will become a part of the Technical Execution Plan for Personal Property Management.

The Caretaker shall manage and update changes to GFP/GFE Technical Exhibits, and submit updated copies, as modifications to the Personal Property TEP, to the Navy for review.

**FUNCTION ANNEX 3
GROUNDS MAINTENANCE SERVICES**

3.1. Description

3.1.1. Grounds maintenance services for the closed Naval Station (NS) Treasure Island includes management, supervision, and work execution required to provide caretaker level maintenance and repair to improved grounds. The grounds maintenance function includes grass cutting, irrigation, weed control, tree trimming and removal, litter control, perimeter fence repairs, roadways, and culvert cleaning.

3.1.2. Grounds maintenance services include coverage of the entire closed NS. Grounds maintenance services shall not be provided for areas under control of the USCG, DOL, and leased or licensed property under this agreement.

3.1.3. Grounds maintenance services begin under this agreement on 1 October 1998.

3.2. Concept of Operations

The Caretaker shall perform grounds maintenance work on the entire closed base in accordance with City standards in two levels:

Level A is the standard level of maintenance used for areas with public access and active interim reuse in the local area.

Level B is the level of maintenance used in areas of little to no public access with no interim reuse in the local area.

3.2.2. The Caretaker shall provide a Facility Manager who shall manage all functions related to Grounds Maintenance.

3.2.3. The Caretaker shall provide Facility Inspectors who shall execute the facility inspection program in conjunction with the Navy CSO staff. The Facility Inspectors shall work directly for the Facility Manager.

3.2.4. The Caretaker and the Navy shall work cooperatively to minimize/eliminate operations and maintenance costs for grounds which serves those areas of the closed NS that have limited or no reuse potential.

3.2.5. The Caretaker shall request and obtain advance approval from the Navy Caretaker Site Office for any planned repairs estimated to be in excess of \$5,000. If an emergency repair is required, the Caretaker may proceed to secure the emergency without prior approval.

3.2.6. The Caretaker shall provide all supplies and equipment necessary to perform the grounds maintenance service, except as indicated in 3.4 below.

3.2.7. The Caretaker execution workforce shall occupy and use the City Department of Public Works spaces in Public Works Department spaces in Building 335 as a local shop and storage space.

3.2.8. Technical Execution Plan (TEP). The TEP is a required pre-award submission, and is the basis for all phase-in, turnover operations and Caretaker work execution. The TEP is the Caretakers plan of operation for complying with the Cooperative Agreement requirements. The TEP submitted to the CSO by the Caretaker must identify the method by which the Caretaker will keep the CSO informed as to job status, progress, backlog and scheduled completion dates and work execution plans. The OIC, Caretaker

Site Office will use this plan when developing the Navy quality assurance program. The Caretaker should advise the Grants Administrator if there are significant changes to this plan.

3.2.9. The CARETAKER will submit a TEP to the Caretaker for approval for each functional work area where called out for in the technical provisions. This TEP will become part of this agreement when approved by the CSO. The TEP for each functional work area shall include a methodology for tracking and documenting reductions in workload and allowable cooperative agreement expenditures associated with the leasing/licensing, or transfer of properties to the City of San Francisco or other entity.

3.2.10. The Caretaker shall develop a detailed Technical Execution Plan addressing the grounds inspection process, the work ordering process, the quality control process, and the safety plan for grounds maintenance services, including accounting methods to properly allocate costs for work allowed under this agreement, and to properly prepare vouchers. The plan shall include a section on pest management and a list of pesticides and herbicides used in weed and pest control on the closed NS. The Caretaker shall submit the plan for approval to the Navy by 15 September 1998.

3.3. Plan for Future Conveyance

(not applicable)

3.4. Government-Furnished Property/Equipment

3.4.1. Technical Exhibit 5-1 is a list of government furnished property (GFP) that the Navy shall provide to the caretaker for performing this function. This technical exhibit shall be maintained and updated by the Caretaker as modifications to the Personal Property Management TEP.

**FUNCTION ANNEX 4
BUILDING AND ROADS MAINTENANCE SERVICES**

FUNCTION ANNEX 4, PART 1: BUILDING MAINTENANCE

4.1. Description

4.1.1. Building Maintenance Services for the closed Naval Station (NS) Treasure Island includes management, supervision, and work execution required to provide caretaker level maintenance and repair to Navy owned buildings and structures which are vacant and laid-away pending reuse. The number of facilities covered by this agreement shall decrease as buildings and land parcels are leased to the City of San Francisco for reuse. All building systems are covered by this annex, including structural systems, electrical systems, mechanical systems, roofing systems, fire suppression/alarm systems, and installed related equipment, such as elevators and hoists. Pest control within buildings is also included in this annex. The level of maintenance effort for any particular building is in accordance with Navy policy on facilities in layaway status (provided separately from this agreement) and the designated "caretaker level" assigned by the Navy CSO in coordination with the City of San Francisco related to reuse potential. In general, maintenance work shall be performed to a level that limits deterioration by providing a weather-tight facility secure from entry. "Improvements" to buildings in a layaway status are not allowable under this agreement.

4.1.2. This function applies to the areas on the "Closed Naval Station Treasure Island".

4.1.3. The Caretaker shall use a portion of Building 1 and Building 225 at the closed NS for performance of Building Maintenance Services function.

4.1.4. Building maintenance services begin under this agreement on 1 October 1998.

4.2. Concept of Operations

4.2.1. The Caretaker shall perform building maintenance work on the structures located on the closed NS Treasure Island, in accordance Navy building caretaker standards, and special requirements for "Historical" buildings (provided separately from this agreement).

4.2.2. The Caretaker shall provide a Facility Manager, who shall manage all functions related to Building Maintenance Services and Roads/Grounds Maintenance covered in Annex 5.

4.2.3. The Caretaker shall provide Facility Inspectors who will execute the facility inspection program in-conjunction with the Navy CSO staff. The Facility Inspectors shall work directly for the Facility Manager.

4.2.4. The Caretaker shall perform the majority of the work effort of this function using in-house City of San Francisco Public Works Department personnel and supervision, including both field and technical engineering support. Some specialty function support may be obtained via contract by the Caretaker.

4.2.5. The Caretaker shall provide 24 hour, on-call, emergency response and repair capability to secure situations that threaten the property, such as broken water pipes, secondary electrical failures, significant roof leaks, etc.

4.2.6. The Caretaker shall inspect buildings according to established schedules to identify required building maintenance work. The Caretaker shall order required work for accomplishment by in-house

personnel or contract. The Caretaker shall request and obtain advance approval from the Navy CSO for any planned repairs estimated to be in excess of \$5,000.

4.2.7. The Caretaker shall also maintain active buildings under this agreement used by the Navy and City of San Francisco Caretaker staffs including those used by the CSO, CA Manager, Facility Manager, Fire Department, Security and Public Works. The maintenance work for these buildings includes emergency/service calls and boiler maintenance.

4.2.8. The Caretaker shall provide all supplies and equipment necessary to perform the building maintenance service, except as indicated in 4.A.4. below.

4.2.9. Technical Execution Plan (TEP). The TEP is a required pre-award submission, and is the basis for all phase-in, turnover operations and Caretaker work execution. The TEP is the Caretakers plan of operation for complying with the Cooperative Agreement requirements. The TEP submitted to the CSO by the Caretaker must identify the method by which the Caretaker will keep the CSO informed as to job status, progress, backlog and scheduled completion dates and work execution plans. The OIC, Caretaker Site Office will use this plan when developing the Navy quality assurance program. The Caretaker should advise the Grants Administrator if there are significant changes to this plan.

4.2.10. "The CARETAKER will submit a TEP to the Caretaker for approval for each functional work area where called out for in the technical provisions. This TEP will become part of this agreement when approved by the CSO. The TEP for each functional work area shall include, a methodology for tracking and documenting reductions in work load and allowable cooperative agreement expenditures associated with the leasing/licensing, or transfer of properties to the City of San Francisco or other entity.

The Caretaker shall develop a detailed Technical Execution Plan addressing the emergency response process, the building inspection process, the work ordering process, the quality control process, and the safety plan for building maintenance services, including accounting methods to properly allocate costs for work allowed under this agreement, and to properly prepare vouchers. The Caretaker shall submit the plan for approval to the Navy by 15 September 1998.

4.3. Plan for Future Conveyance

(not applicable)

FUNCTION ANNEX 4, PART 4.A.: ROADS MAINTENANCE

4.A.1. Description

4.A.1.1. Roads services for the closed Naval Station (NS) Treasure Island includes management, supervision, and work execution required to provide caretaker level maintenance and repair to paved roadways. The roads maintenance function includes asphalt repair, concrete repair, street striping, street sweeping, roadway above ground culvert cleaning, traffic signage repair, and sidewalk repairs.

4.A.1.2. Roads maintenance services include coverage of the entire closed NS. Roads maintenance services shall not be provided for areas under control of the USCG, DOL, and leased or licensed property under this agreement.

4.A.1.3. Roads maintenance services begin under this agreement on 1 October 1998.

4.A.2. Concept of Operation

4.A.2.1. The Caretaker shall perform roads maintenance work on the entire closed base in accordance with City standards in two levels:

Level A is the standard level of maintenance used for areas with public access and active interim reuse in the local area.

Level B is the level of maintenance used in areas of little to no public access with no interim reuse in the local area.

4.A.2.2. The Caretaker shall provide a Facility Manager who shall manage all functions related to Roads Maintenance and Building Maintenance.

4.A.2.3. The Caretaker shall provide Facility Inspectors who shall execute the facility inspection program in conjunction with the Navy CSO staff. The Facility Inspectors shall work directly for the Facility Manager.

4.A.2.4. The Caretaker shall work cooperatively with the Navy CSO staff in the execution of work associated with this function.

4.A.2.5. The Caretaker shall perform the majority of the work effort of this function using contracted support through the City Public Works Department.

4.A.2.6. The Caretaker and the Navy shall work cooperatively to minimize/eliminate operations and maintenance costs for roads which serves those areas of the closed NS that have limited or no reuse potential.

4.A.2.7. The Caretaker shall request and obtain advance approval from the Navy Caretaker Site Office for any planned repairs estimated to be in excess of \$5,000. If an emergency repair is required, the Caretaker may proceed to secure the emergency without prior approval.

4.A.2.8. The Caretaker shall provide all supplies and equipment necessary to perform the building maintenance and roads maintenance service, except as indicated in 5.4 below.

4.A.2.9. The Caretaker execution workforce shall occupy and use the City Department of Public Works spaces in Public Works Department spaces in Building 225 as a local shop and storage space.

4.A.2.10. Technical Execution Plan (TEP). The TEP is a required pre-award submission, and is the basis for all phase-in, turnover operations and Caretaker work execution. The TEP is the Caretakers plan of operation for complying with the Cooperative Agreement requirements. The TEP submitted to the CSO by the Caretaker must identify the method by which the Caretaker will keep the CSO informed as to job status, progress, backlog and scheduled completion dates and work execution plans. The OIC, Caretaker Site Office will use this plan when developing the Navy quality assurance program. The Caretaker should advise the Grants Administrator if there are significant changes to this plan.

4.A.2.11. The CARETAKER will submit a TEP to the Caretaker for approval for each functional work area where called out for in the technical provisions. This TEP will become part of this agreement when approved by the CSO. The TEP for each functional work area shall include, a methodology for tracking and documenting reductions in work load and allowable cooperative agreement expenditures associated with the leasing/licensing, or transfer of properties to the City of San Francisco or other entity..

The Caretaker shall develop a detailed Technical Execution Plan addressing the road inspection process, the work ordering process, the quality control process, and the safety plan for road maintenance services, including accounting methods to properly allocate costs for work allowed under this agreement, and to properly prepare vouchers. The Caretaker shall submit the plan for approval to the Navy by 15 September 1998.

4.A.3. Plan for Future Conveyance

(not applicable)

4.A.4. Government-Furnished Property/Equipment

4.A.4.1. Technical Exhibit 4-1 and 4-2 is a list of government-furnished property (GFP) that the Navy shall provide to the caretaker for performing this function.

4.A.4.2. Technical Exhibit 4-3 is a list of government-furnished property and equipment (GFP/GFE) that the Navy shall provide to the Caretaker for performing this function.

4.A.4.3. The Caretaker shall manage and update changes to the GFP/GFE Technical Exhibits and submit updated copies, as modifications to the Personal Property Management TEP to the Navy for review.

FUNCTION ANNEX 5
PERSONAL PROPERTY MANAGEMENT AND COOPERATIVE AGREEMENT SERVICES

5.1. Description

5.1.1. The Personal Property Management Service for the closed NS Treasure Island includes the management and work execution resources necessary to maintain accountability for government owned personal property remaining at the closed base. The personal property is grouped into several broad categories, including property staged for reuse, property issued for reuse, property issued to the Caretaker to support the cooperative agreement, and property retained by the Navy to support CSO operations.

5.1.2. This personal property is stored in various locations throughout the closed NS. Items with a value of greater than \$5,000 are inventoried and listed individually in a personal property database developed by the Navy. Items of less than \$5,000 are in bulk inventory and listed by bulk line item in the database.

5.2. Concept of Operations

5.2.1. The Caretaker will provide a Personal Property Manager who will manage all functions related to the control and accountability of all remaining government owned personal property, including storage, security, inventory, issue/receipt, and data base maintenance.

5.2.2. The Caretaker will work cooperatively with the Navy CSO staff in the execution of work associated with this function. The CSO will contribute approximately one work year of effort in the execution of this function.

5.2.3. "Technical Execution Plan (TEP). The TEP is a required pre-award submission, and is the basis for all phase-in, turnover operations and Caretaker work execution. The TEP is the Caretakers plan of operation for complying with the Cooperative Agreement requirements. The TEP submitted to the CSO by the Caretaker must identify the method by which the Caretaker will keep the CSO informed as to job status, progress, backlog and scheduled completion dates and work execution plans. The OIC, Caretaker Site Office will use this plan when developing the Navy quality assurance program. The Caretaker should advise the Grants Administrator if there are significant changes to this plan.

5.2.4. "The CARETAKER will submit a TEP to the Caretaker for approval for each functional work area where called out for in the technical provisions. This TEP will become part of this agreement when approved by the CSO. The TEP for each functional work area shall include, a methodology for tracking and documenting reductions in work load and allowable cooperative agreement expenditures associated with the leasing/licensing, or transfer of properties to the City of San Francisco or other entity.

The Caretaker shall develop a detailed Technical Execution Plan addressing the control and accountability of personal property, storage, security, inventory, issue/receipt, and data base management processes, including accounting methods to properly allocate costs for work allowed under this agreement, and to properly prepare vouchers. The Caretaker shall submit the plan for approval to the Navy by 1 September 1998.

5.3. Plan for Future Conveyance

5.3.1. The Caretaker and the Navy shall jointly develop an executable plan to convey all remaining government owned personal property from the Navy directly to the future owner. This Plan shall target conveyance by no later than September 1999. This "Personal Property Conveyance Plan" shall be developed by 31 December 1998. The Navy shall also request that City of San Francisco participate in the development of this plan. The plan shall be of sufficient detail, and have interim milestones, to allow the Navy and the Caretaker to effectively monitor progress.

5.4. Government Furnished Property/Equipment

5.4.1. (not applicable)

FUNCTION ANNEX PART 5.A.
COOPERATIVE AGREEMENT MANAGEMENT

5.A.1. Description

5.A.1.1. The Cooperative Agreement Management function has six primary purposes:

- a. provide dedicated, over-arching execution management of the entire agreement, coordinating execution among Police, Fire, Public Works, City support staff, and City contractors (including utility companies) providing support to this agreement.
- b. coordinate directly as one component of a three-part management team with both the local Navy Engineering Field Activity West (EFA West) representatives and City of San Francisco staff.
- c. provide resources for City general and administrative (G&A) costs incurred by the City in support of this agreement, including senior City management support, personnel administration, legal counsel, information systems support, contracting support, and financial management support.
- d. provide dedicated information system capability to construct and maintain a bridge from Navy controlled information to City controlled information.
- e. provide dedicated financial management capability to ensure all Caretaker costs that are allowable and allocable to this agreement are captured.
- f. provide dedicate management of plan and blueprint inventory, distribution, and copying of repository located in room 14A of Building 1.

5.A.2. Concept of Operations

5.A.2.1. The Caretaker shall provide a Cooperative Agreement (CA) Manager to lead and manage the City's efforts under this agreement. This CA manager shall coordinate directly with the Director of City of San Francisco Treasure Island Project Staff, the Director of Public Works, the Chief of Police, the Chief of Fire Department, and other City staff members. The CA Manager shall be the City's primary point of contact to the Navy on all matters related to this agreement.

5.A.2.2. The CA Manager shall participate in the development of the full range of function management plans. The CA Manager shall ensure the function management plans are carefully developed and submitted for Navy approval by the dates required.

5.A.2.3. The CA Manager shall have a Information Systems Assistant who shall collect and maintain important data, records, maps, and drawings related to the closed base. This position shall act as a database manager for centralized statistical information. The position shall provide system administration and security for all Caretaker computer systems related to this agreement.

5.A.2.4. Technical Execution Plan (TEP). The TEP is a required pre-award submission, and is the basis for all phase-in, turnover operations and Caretaker work execution. The TEP is the Caretakers plan of operation for complying with the Cooperative Agreement requirements. The TEP submitted to the CSO by the Caretaker must identify the method by which the Caretaker will keep the CSO informed as to job status, progress, backlog and scheduled completion dates and work execution plans. The OIC, Caretaker Site Office will use this plan when developing the Navy quality assurance program. The Caretaker should advise the Grants Administrator if there are significant changes to this plan.

5.A.2.5. The CARETAKER will submit a TEP to the Caretaker for approval for each functional work area where called out for in the technical provisions. This TEP will become part of this agreement when approved by the CSO. The TEP for each functional work area shall include, a methodology for tracking and documenting reductions in work load and allowable cooperative agreement expenditures associated with the leasing/licensing, or transfer of properties to the City of San Francisco or other entity.

5.A.2.6. The Caretaker shall develop a detailed Technical Execution Plan addressing all issues related to information systems management operations, including accounting methods to properly allocate costs for work allowed under this agreement, and to properly prepare vouchers. The Caretaker shall submit the plan for approval to the Navy by 15 September 1998.

5.A.2.7. The CA Manager shall have a full-time Financial Management Assistant who shall establish and maintain a accounting system that shall capture all Caretaker costs related to this agreement and satisfy audit requirements. This position shall administer the process of requesting and receiving reimbursement from the Navy for executing this agreement. This position shall also provide administrative support to the CA Manager.

5.A.2.8. Technical Execution Plan (TEP). The TEP is a required pre-award submission, and is the basis for all phase-in, turnover operations and Caretaker work execution. The TEP is the Caretakers plan of operation for complying with the Cooperative Agreement requirements. The TEP submitted to the CSO by the Caretaker must identify the method by which the Caretaker will keep the CSO informed as to job status, progress, backlog and scheduled completion dates and work execution plans. The OIC, Caretaker Site Office will use this plan when developing the Navy quality assurance program. The Caretaker should advise the Grants Administrator if there are significant changes to this plan.

5.A.2.9. The CARETAKER will submit a TEP to the Caretaker for approval for each functional work area where called out for in the technical provisions. This TEP will become part of this agreement when approved by the CSO. The TEP for each functional work area shall include, a methodology for tracking and documenting reductions in work load and allowable cooperative agreement expenditures associated with the leasing/licensing, or transfer of properties to the City of San Francisco or other entity.

The Caretaker shall develop a detailed Technical Execution Plan addressing all issues related to financial accounting and auditing operations, including accounting methods to properly allocate costs for work allowed under this agreement, and to properly prepare vouchers. The Caretaker shall submit the plan for approval to the Navy by 15 September 1998.

5.A.2.10. The CA Manager and staff shall work cooperatively with the Navy and City of San Francisco staff to develop integrated management processes to ensure effective and efficient use of resources.

5.A.2.11. The CA Management staff shall collocate with the Navy CSO in Building 1 on the closed NS.

5.A.3. Plan for Future Conveyance

This function shall end with the completion of this agreement.

5.A.4. Government Furnished Property/Equipment

(not applicable)

5.A.5. Invoice Verification Procedures

5.A.5.1 Quality Assurance Inspections

- A. The Caretaker shall provide a copy of the Caretaker work order listing for all work ordered under the Cooperative Agreement to the CSO OIC on the 1st and 15th of each month.
- B. The CSO OIC or his designated representative will annotate which projects scheduled for completion during the current month he would like to inspect, and return the listing to the Caretaker within two days of receipt.
- C. The Caretaker or his designated representative will notify the CSO OIC 24 hours in advance of when the annotated jobs are ready for inspection and set a time, date, and meeting location for this inspection.
- D. The CSO OIC or his designated representative shall conduct the required inspection documenting findings using an Inspection Form, and file this form in the monthly invoice verification file for the current month located in the CSO Cooperative Agreement files.

5.A.5.2. Invoice Verification

- A. The Caretaker shall provide copies of both the Monthly Expenditure Summary Report (A report prepared by the Caretaker which provides a summary of the current FY budget, direct and indirect costs expended during the month, total monthly costs, cumulative annual costs, FY balance, percent of budget expended and previous month cumulative costs for each budget line item of this Agreement) and the detailed Cooperative Agreement Monthly Reports (A report prepared by the Caretaker which summarizes by Work Order No., function charged to (or type work accomplished), employee no., date charged, and labor, material, equipment, and contract costs and total costs) to the CSO OIC as soon after their publication as possible (generally the second week of month following the report period).
- B. The CSO OIC or his designated representative will review these reports, applicable Work Request Authorizations and all inspection reports for the invoice period.
- C. If no questioned or disallowed costs are noted, the CSO OIC or his designated representative shall advise the Caretaker to forward the invoice (Standard Form 1034 and Standard Form 1035A) to the Grants Administrator at EFA West for processing for payment. The CSO OIC shall also complete a copy of the Invoice Verification Memorandum and forward this memorandum to the EFA West Grants Administrator.
- D. For any questioned or disallowed costs, the CSO OIC will schedule a meeting with Caretaker to review and reconcile the disputed costs. The meeting will be scheduled to occur within five working days of receipt of expenditure summary and detailed Cooperative Agreement Monthly Reports.
- E. During the meeting outlined above, the CSO OIC and/or his designated representative and Caretaker will reconcile all problem areas found by the CSO OIC during the reports review. The Caretaker will take informal meeting minutes indicating agreed upon changes and disputes and provide a copy to the CSO OIC. The Caretaker will make any agreed upon corrections and resubmit a corrected copy of the monthly expenditure summary to the CSO OIC within two working days of the meeting.
- F. Immediately upon resubmittal of the corrected copy of the monthly expenditure report the Caretaker shall submit by letter, an invoice (Standard Form 1034 and Standard Form 1035A) to the EFA West Grants Administrator for payment, with a copy to the CSO OIC.
- G. Immediately upon receipt of the copy of the invoice, the CSO OIC shall verify that all corrections agreed upon during the paragraph 5.A.5.2.D. meeting have been incorporated into the invoice, complete a copy of the Invoice verification Memorandum and forward this memorandum to the EFA West Grants Administrator.

H. Where Agreement cannot be reached between the parties with regards to the contents of the invoice, the disagreement will be noted and dispute remedied as stipulated under Article X of the Cooperative Agreement.

Copies of all documentation referenced above shall be filed in the CSO monthly invoice verification file for the invoice month.

FUNCTION ANNEX 6 UTILITIES SERVICES

6.1. Description

6.1.1. The Utilities Services function provides electric, natural gas, sanitary sewer, sewage treatment and storm sewer operation and maintenance services to the closed NS. A detailed breakdown of components of these systems are provided below.

6.1.2 The Caretaker may use Building 264 and storage lot 292 at Treasure Island for performance of the Utilities Services function.

6.2. Concept of Operations

6.2.1. **General:** The Caretaker will operate and maintain utility systems at Treasure Island and Yerba Buena Island, as described in paragraph 6.3. below, including electric, natural gas, water, sanitary sewer, storm sewer and sewage treatment systems. The Caretaker will defray associated costs through revenue generated by charging Navy authorized rates to all users of utilities services. All storage and handling of materials and equipment necessary for utilities maintenance shall be done in accordance with the Treasure Island Storm Water Pollution Prevention Plan.

6.2.2. **Utilities Purchase:** The Caretaker will be responsible for purchase of all electricity, natural gas and water consumed on TI and YBI and for purchase of electric power provided to the east water pump station serving the base.

6.2.3. Recovering Funds for Consumption by the Navy

Units of consumption for which the Navy is responsible have been determined through estimates mutually agreed upon by the Navy and the Caretaker. Estimated Navy uses are itemized by figure 6.1 below. Total annual charges will not exceed \$504,980.40 and can be billed monthly by the Caretaker at the rate of \$42,081.70 per month.

6.2.4. System Extension and Provision of New Service

6.2.4.1. **New Services Requested by the Navy and other Federal Users:** The Caretaker will provide any extension or alteration of systems along with any metering or service connections requested by the Navy or as approved by the Navy for other Federal users on the base. Costs for such work will be recovered by the Caretaker directly from any Non-Navy Federal user and will not be charged to the Navy. Costs incurred for any such work requested by and executed for the Navy will be reimbursed under this agreement.

6.2.4.2. **New Services Required by Lessees or Licensees:** The Caretaker may also provide system extensions and alterations along with metering and service connections required to fully and exclusively meter use of water, electricity and natural gas within any premises which may be under license or lease from the Navy during the term of this agreement. Costs for any such work will be recovered by the Caretaker directly from the benefiting Lessee or Licensee and will not be charged to the Navy.

6.3. Technical Execution Plan (TEP).

6.3.1. The TEP is a required pre-award submission, and is the basis for all phase-in, turnover operations and Caretaker work execution. The TEP is the Caretakers plan of operation for complying with the Cooperative Agreement requirements. The TEP submitted to the CSO by the Caretaker must identify the method by which the Caretaker will keep the CSO informed as to job status, progress, backlog and scheduled completion dates and work execution plans. The OIC, Caretaker Site Office will use this plan

when developing the Navy quality assurance program. The Caretaker should advise the Grants Administrator if there are significant changes to this plan.

6.3.2. The CARETAKER will submit a TEP to the Caretaker for approval for each functional work area where called out for in the technical provisions. This TEP will become part of this agreement when approved by the CSO. The TEP for each functional work area shall include, a methodology for tracking and documenting reductions in workload and allowable cooperative agreement expenditures associated with the leasing/licensing, or transfer of properties to the City of San Francisco or other entity. The methodology tracking and documenting reductions in utility maintenance and commodity costs associated with transfers of specific zones may be predicated upon an equitable allocation plan predicated upon square feet of building space included within the zone or some other equitable breakdown.

6.3.3. The Caretaker shall develop a detailed Technical Execution Plan addressing the specific utilities procedures utilized by the Caretaker for execution of work under this agreement, including accounting methods to properly allocate costs for work allowed under this agreement, and to properly prepare vouchers. The Caretaker shall submit the plan for approval to the Navy by 15 September 1998.

6.4. Systems Definitions, Extent of Caretaker Responsibility

6.4.1. **Water System:** Facilities to be operated and maintained by the Caretaker under this agreement consist of the existing water delivery facilities at Treasure Island and Yerba Buena Island (TI/YBI) including:

- Supply and delivery pipelines, initiating at the supply points for TI/YBI from the City of San Francisco to the west and the East Bay Municipal Utility District (EBMUD) to the east.
- Water storage and chlorination facilities.
- Water pumping stations on TI/YBI.
- The water pumping station on the east side of the Bay Bridge specifically dedicated to the supply pipeline to TI/YBI.
- All supply lines that cross through or under any leased or non-leased building or facility that do not serve that building or facility.
- For metered buildings and facilities; Caretaker responsibility ends at the first valve or meter upstream of the building or facility.
- For buildings and Facilities which are not metered: Caretaker responsibility will include all supply lines and water system facilities up to five (5) feet of any building or facility.

6.4.2. **Sanitary Sewer System:** Facilities to be operated and maintained by the Caretaker consist of the existing sanitary sewer collection and treatment facilities at TI/YBI, including:

- Waste water treatment plant, including all facilities within the perimeter fence of the plant and including the outfall.
- Waste water pumping stations
- Mainline sewers
- Forced mains

- Collection and service sewers to the limit of leaseholding for leased facilities.
- For buildings and facilities which are not leased or otherwise occupied, or which are in use by the Navy or Navy Customers; Collection and service sewers to either [a] the last cleanout upstream of the mainline sewer along the service to the building or facility, or [b] to a point five (5) feet from the foundation of the building or facility.

6.4.3. **Storm Water System:** Facilities to be operated, maintained, and cleaned by the Caretaker consist of the existing storm water collection and discharge facilities at TI/YBI, including:

- Storm water collections system
- Storm water pumping stations
- Storm water outfalls
- Storm Drain System

6.4.4. **Natural Gas System:** Natural gas is delivered to TI by a supply line owned by the Pacific Gas and Electric Co. (PG&E). PG&E also owns and operates the main meters and pressure reducing stations at the point of delivery of the island. Under this agreement the Caretaker will be responsible for operations and maintenance of all facilities downstream of PG&E facilities including:

- Supply and delivery pipeline downstream of the main meter and pressure reduction station located on TI.
- Supply lines to and including that last valve or corporation stop leading to all leased, non-leased, occupied or non, occupied buildings and facilities.

6.4.5. **Electrical Distribution System:** Facilities to be operated and maintained by the Caretaker consist of the existing transformation and distribution facilities at TI/YBI, including:

- The entire high voltage transmission line serving Treasure Island, originating at the point of connection to the breakers at the Davis Substation (located at the Fleet and Industrial Supply Center in Oakland), including overhead and underground elements of the line located on the Fleet and Industrial Supply Center and the Oakland Army Base, the underground element extending from the Oakland Army Base, including the junction with the submarine section of the line and the submarine section including the junction and underground section of line at Treasure Island, to the point of connection at the main Treasure Island substation.
- The main substation on TI.
- The distribution system and related equipment between the main substation on TI and the end-users on TI/YBI
- For metered buildings and facilities; The Caretaker provides operations and maintenance up to and including the meter.
- For buildings and facilities which are not metered or which have dedicated switchgear or transformers at the building or facility, the Caretaker provides operations and maintenance to the low side of the dedicated switchgear or transformer and shall include the dedicated switchgear or transformer.

- For buildings and facilities which are not metered and which do not have dedicated switchgear or transformers at the building or facility, the Caretaker provides operations and maintenance to the weatherhead, building perimeter, or equipment connection.
- The Davis Substation at the Fleet and Industrial Supply Center, Oakland, CA

6.5. Organization and Communication

6.5.1. **Caretaker and Navy Representatives:** The primary interface between the Caretaker and the Navy for the purpose of coordinating respective day-to-day actions and responsibilities for utilities operations will take place at regular meetings between the Caretaker's Utilities Project Manager (PM) and the designated representative of the Navy Caretaker Site Office (CSO). Meetings will be held among PM and CSO representatives to assure a mutual understanding of the overall utilities operation as well as to request and provide authority as required by this procedure for such actions as scheduled outages and excavations.

6.5.2. Outage Management

6.5.2.1. **Scheduled Outages:** The following procedure will be used by the Caretaker and Navy to obtain authority for any utility outage not resulting from an emergency or unplanned failure:

6.5.2.2. **Caretaker Request:** The Caretaker will submit a written request to the CSO for any planned system outage. As a minimum, outage requests will include the following information:

- Purpose of the outage
- Utilities commodities affected
- Buildings and facilities affected
- Proposed start and completion dates and times.
- Verification that the proposed outage is properly coordinated with non-Navy tenants per paragraph 6.5.2.3., below.

6.5.2.3. **Coordination with non-Navy Tenants:** The Caretaker will coordinate any planned outage with non-Navy tenants to assure the outage can proceed as planned and scheduled without undue disruption of Tenant's operations.

6.5.2.4. **Coordination by the CSO:** The CSO will coordinate the outage request with Navy activities and contractors which may be operating on the base and will determine whether the outage can be approved as described on the schedule requested.

6.5.2.5. **Approved Outages:** In cases in which the outage is acceptable as requested, the CSO will immediately inform the Caretaker. The Caretaker will then notify all tenants and affected Navy users and will execute on the outage at the agreed upon time.

6.5.2.6. **Disapproved Outages:** In cases in which the outage cannot be approved, the CSO will request acceptable alternatives from those affected and will report this information in writing to the Caretaker. The Caretaker will then revise the outage request accordingly and resubmit per paragraph 6.5.2.2

6.5.2.7. **Unscheduled Outages:** The Caretaker will immediately report unplanned system outages to the CSO using an established list of contacts for this purpose.

6.5.3: Excavation Management

6.5.3.1. Scheduled Excavations: The following procedure will be used by the Caretaker and Navy to coordinate any excavation not resulting from an emergency or unplanned system failure:

6.5.3.2. Caretaker Request: The Caretaker will submit a written request to the CSO for the proposed excavation. As a minimum excavation requests will include the following information:

- Purpose of the excavation
- Streets / traffic affected
- Buildings and facilities affected
- Proposed start and completion dates and times
- Verification that all utilities in the vicinity of the proposed excavation have been located and clearly marked.
- Verification that the requested excavation is properly coordinated with non-Navy Tenants per paragraph 6.5.3.3, below.

6.5.3.3. Coordination with non-Navy Tenants: The Caretaker will coordinate any planned excavation with non-Navy tenants to assure the outage can proceed as planned and scheduled without undue disruption of Tenant's operations.

6.5.3.4. Coordination by CSO: The CSO will coordinate the excavation request with Navy activities and contractors which may be operating on the base and will determine whether the excavation can proceed as described and on the schedule requested.

6.5.3.5. Approved Excavation Requests: In cases in which the excavation plan is acceptable as proposed the CSO will immediately inform the Caretaker of approval and will provide the Caretaker with any special requirements which may be imposed by the Navy in providing approval. Special considerations may address environmental or other factors. Upon receiving approval, the Caretaker will notify all affected Navy and non-Navy tenants and then perform the excavation and related work at the agreed upon time and in accordance with any special requirements which may be imposed by the CSO.

6.5.3.6. Disapproved Excavation Requests: In cases in which the excavation request cannot be approved, the CSO will request acceptable alternatives from affected Navy activities and will report this information in writing to the Caretaker. The Caretaker will then revise the outage request accordingly and resubmit per paragraph 6.5.3.2

6.6. Preventive Maintenance

Regularly scheduled preventive maintenance will be executed accordance with standard practices of the Caretaker and in accordance with applicable local, state and Federal regulations. No reporting is required to the Navy on preventive maintenance schedules or execution except general reporting on utilities maintenance status to the CSO as described in paragraph 6.4, Organization and Communication.

6.7. Unscheduled Repairs: In addition to preventive maintenance, the Caretaker will perform repairs which may be determined to be necessary. Repairs will be performed in accordance with the Caretaker's standard practices and will be in compliance with all applicable local, State and Federal regulations. No reporting is required to the Navy on repair requirements or execution except general reporting on utilities maintenance status to the CSO described in paragraph 6.5 Organization and Communication or where response involves an emergency as defined in 6.9.

6.8. Trouble Call Response and Reporting

6.8.1. **Origin and Reception of Trouble Calls:** Trouble calls may derive from Navy or non-Navy tenants on TI or YBI who observe or are affected by a system problem or failure. Calls will be directed to the telephone number established by the Caretaker for this purpose. The Caretaker will assure a receptionist is available at this number 24 hours per day, 365 days per year. Upon receiving a call, the Caretaker will record information provided by the caller and will assure actions is taken to correct the situation described if within the sphere of responsibility of the Caretaker as defined in this agreement. If the problem described by the caller is clearly outside the responsibility of the Caretaker, the receptionist will so inform the caller. In addition, the receptionist will provide the caller with a unique number which will serve to identify the call and which will be used in making any future inquiries or reports regarding the call.

6.8.2. **Caretaker Points of Contact:** In addition to the telephone number of the Caretaker trouble reception desk, the CSO will maintain a "CALLBACK" list of telephone numbers for Caretaker managers responsible for utilities operations at TI/YBI. This list will include persons at each level of Caretaker management and will be used by the CSO in the circumstances listed below. Individuals on the list will be contacted in the order listed until contact is made and the requisite responsibility accepted:

- [1] Contact cannot be made with the Caretaker trouble reception desk
- [2] In cases of emergency
- [3] In cases in which responses to trouble calls do not occur within a reasonable time.

6.8.3 **Caretaker Trouble Call Reporting:** Upon receiving a request for trouble response, the Caretaker reception desk will issue a Trouble Call (TC) number which will serve as a key identifier for the call and will be used to track and report on response. Both the Caretaker trouble desk and CSO will maintain records of all TC#'s issued along with pertinent details on response and resolution

It is the responsibility of the Caretaker to report status of trouble calls to affected Navy and non-Navy Tenants as required

It is the responsibility of the Caretaker to report on response, key developments, and resolution of each trouble call to the CSO.

6.9. Emergency Response

6.9.1. Emergency requirements

6.9.1.1. **Definition:** Trouble calls from the CSO or other Navy activities to the Caretaker will be designated as EMERGENCY requirements where it has been determined or is suspected that immediate action is required to eliminate a threat to human health, the environment, to protect property or to avoid disruption of essential operations. Situations satisfying these criteria may also be observed directly by Caretaker personnel or may be reported to the Caretaker by means other than the normal trouble reception protocol.

6.9.1.2. **Stabilization:** However an emergency is reported, the Caretaker will immediately apply personnel and resources at the level needed to stabilize the situation at any time, 24 hours per day, seven days per week.

6.9.1.3. **Reporting:** It is the responsibility to the Caretaker PM or any authorized delegate of the PM to report emergencies and steps taken to accomplish stabilization to the CSO as early as possible and as significant new information becomes available.

6.9.1.4. **Follow-up Work:** After the emergency is stabilized, additional work needed to finalize repairs will be scheduled and proceed in accordance with the Caretaker's normal operating procedures.

6.10. **Marking Utilities Locations**

The Caretaker will locate and clearly mark all electric, natural gas, water, sewer, telephone and steam utilities in any area as may be requested by the CSO or through the established trouble call process to facilitate work by the Navy or others. Requests for marking and response will be handled through the trouble call procedure described in paragraph 6.7, above. In addition, the Caretaker will locate and clearly mark all electric, natural gas, water, sewer, telephone and steam utilities in any area in which the Caretaker proposes performing an excavation (see Excavation Management, paragraph 6.4.3).

6.11. **Maintenance of Government Furnished Vehicles**

Technical Exhibit 6-1 provides a list of trucks and other wheeled equipment furnished by the Navy for use by the Caretaker in executing the requirements of the Cooperative Agreement. The Caretaker will have full responsibility for operation and maintenance of this equipment in accordance with all applicable local, State and Federal laws and regulations. Use of this equipment by the Caretaker will generally be restricted to work on TI and YBI. The Caretaker may operate the equipment at other locations only to facilitate fueling, maintenance and repair or to execute work which directly supports utilities operations and maintenance on the islands. Vehicles may not be used for work by the Caretaker which is unrelated to requirements at TI and YBI and may not be used by Caretaker employees for personal business or means of traveling from home to work.

6.12. **Environmental Permit Management**

For the term of the Cooperative Agreement, the Navy will remain permit holder for air quality and water quality permits associated with utility systems at TI/YBI. The Caretaker will operate utilities in conformance with applicable permits and will perform regular monitoring and reporting required by the permits listed by Technical Exhibit 6-2. The Caretaker will perform monitoring and reporting required by the Storm Water General Discharge Permit and the Treasure Island Storm Water Pollution Prevention Plan beginning in July 1999. The Caretaker will develop and submit for approval a Storm Water Pollution Prevention Plan to the Navy by 15 June 1999. The Caretaker will pay the permit fees for maintenance of all environmental permits. The Navy will also take any necessary administrative action to amend or extend permits which may be required during the term of the Cooperative Agreement.

6.13. **Plan for Future Conveyance**

The Caretaker and the Navy shall jointly develop an executable plan to convey the utilities system from the Navy directly to the future owner. The plan shall target conveyance by no later than September 1999. This "Utilities System Conveyance Plan" shall be developed by 31 December 1998. The Navy shall also request that the City of San Francisco participate in the development of this plan. The plan shall be of sufficient detail, and have interim milestones, to allow the Navy and the Caretaker to effectively monitor progress.

6.14. **Government-Furnished Property/Equipment**

6.14.1. Technical Exhibit 6-1 is a list of government-furnished property and/or equipment (GFP/GFE) that the Navy will provide to the Caretaker for performing this function.

6.14.2. Technical Exhibit 6-2 is a list of required environmental permits for which the Caretaker will perform monitoring and reporting.

6.14.3. Technical Exhibit 6-3 is a list of government-furnished property (GFE) that the Navy shall provide to the Caretaker for performing this function.

6.14.4. The Caretaker shall manage and update changes to GFP/GFE Technical Exhibits, and submit updated copies, as modifications to the Personal Property Management TEP, to the Navy for review.

14 Sep 1998

JP-140A

The following table shows estimated FY99 utilities uses for which the Navy agrees to reimburse the Caretaker at agreed upon rates. Monthly figures are prorations of annual estimates.

Annex 6, Figure 6.1					
Navy Liability for Utilities Consumption					
September 98					
notes	use	consumption chargeable monthly	rate	monthly cost	annual cost
[1]	electricity for street lights (303 lights)	64 MWH	\$142.75	\$ 9,136.00	\$109,632.00
[2]	electrical distribution system losses	80 MWH	\$142.75	\$11,420.00	\$137,040.00
[3]	electricity for CSO (B's 1, 260 570)	38 MWH	\$142.75	\$ 5,424.50	\$ 65,094.00
[4]	natural gas for CSO (B's 1, 570)	197 MCF	\$ 6.00	\$ 1,182.00	\$ 14,184.00
[5]	water for irrigation	1,955 KGAL	\$ 5.40	\$10,557.00	\$126,684.00
[6]	water system losses	750 KGAL	\$ 5.40	\$ 4,050.00	\$ 48,600.00
[7]	water for CSO	28 KGAL	\$ 5.40	\$ 151.20	\$ 1,814.40
[8]	sewer for CSO	28 KGAL	\$ 5.75	\$ 161.00	\$ 1,932.00
Totals				\$42,081.70	\$504,980.40

Notes:

[1] 350 street lights @ 500w / light, 12 hours per day

[2] 50% of total system distribution losses estimated at 10% assuming 2.2 MW average load during FY99

[3] B's 1 & 570 = 10w / sq ft x 9,000 sq ft, 12 hrs per day, 22 days per month = 24 MWH / month. B270 = 2 w / sq ft x 78,000 sq ft 8 hrs per day, 11 days per month = 14 MWH

[4] 30 btu's / sq ft / hr x 9,000 sq ft, 24 hrs per day 365 days per year

[5] 1.5 in / sq ft on an average of 18 acres for 32 weeks per year

[6] 50% of total system losses estimated at 20% of 90,000 KGAL annual use

[7] 64 GPD / person, 22 days per month assuming average staff including contractors of 20.

[8] equal to domestic water consumption by CSO

APPENDIX II - CONSOLIDATED COST ESTIMATE

<u>ANNEX</u>	<u>FUNCTION</u>	<u>BUDGET AMOUNT</u>
1	Public Safety (Police, Security, and Fire)	\$ 250,000.00
2	Telephone Cable Maintenance	\$ 8,333.00
3	Grounds Maintenance	\$ 83,333.00
4	Building&Street Maintenance	\$ 200,000.00
5	CA and Personal Property Management	\$ 41,667.00
6	Utility Services & Maintenance	\$ 83,334.00
	TOTAL	\$ 666,667.00



DEPARTMENT OF THE NAVY
ENGINEERING FIELD ACTIVITY, WEST
NAVAL FACILITIES ENGINEERING COMMAND
900 COMMODORE DRIVE
SAN BRUNO, CALIFORNIA 94066-5008

IN REPLY REFER TO:

Copy

4280
615
N62474-97-2-0003/P00002
November 24, 1997

Mr. Larry Florin
City and County of San Francisco
Treasure Island Project Office
410 Palm Avenue, Bldg. I, Room 237
Treasure Island
San Francisco, CA 94130

Dear Mr. Florin:

Enclosed for the City of San Francisco's records is a fully executed original of modification P00002 to Cooperative Agreement N62474-97-2-0003. The modification fully funds the cooperative agreement for the period 1 October 1997 through 30 September 1998. The modification obligates the remaining previously unfunded balance of \$3,300,000.

Questions regarding the modification may be directed to the undersigned at (650) 244-2359.

Sincerely,

Albert Chan

ALBERT CHAN
Grants Administrator
West Bay BRAC Contracts

Encl:
(1) N62474-97-2-0003-P00002

N62474-97-2-0003-P00002

UNITED STATES NAVY
NAVAL FACILITIES ENGINEERING COMMAND
200 STOVALL STREET
ALEXANDRIA, VIRGINIA 22332-2300
CODE 112

COOPERATIVE AGREEMENT
N62474-97-2-0003
MODIFICATION NO.: P00002
PAGE 1 OF 1

COOPERATIVE AGREEMENT

GRANTEE: CITY OF AND COUNTY OF SAN FRANCISCO
TREASURE ISLAND PROJECT OFFICE
410 PALM AVE., BLDG. 1, ROOM 237
TREASURE ISLAND
SAN FRANCISCO, CA 94130

The purpose of this modification is to fully fund the cooperative agreement for the period 1 October 1997 through 30 September 1998. Modification P00001 previously funded the incremental amount of \$700,000 out of the total price of \$4,000,000. In accordance with Section 403. Limitation of Government Obligations this modification obligates the remaining previously unfunded balance of \$3,300,000.

The total amount of the Cooperative Agreement remains at the not-to-exceed price of \$6,058,213.00.

PAYMENT WILL BE MADE BY: DFAS San Diego

ACCOUNTING AND APPROPRIATION DATA:

AH	1797XXXXX0510	K800	0250	38811	0	068711	2A	000000	AH000R030053	\$	171,250.00
AI	1797XXXXX0510	K800	0250	38811	0	068711	2A	000000	AI000R030052	\$	422,500.00
AK	1797XXXXX0510	K800	0250	38811	0	068711	2A	000000	AK000R030050	\$	676,000.00
AL	1797XXXXX0510	K800	0250	38811	0	068711	2A	000000	AL000R030055	\$	84,500.00
AM	1797XXXXX0510	K800	0250	38811	0	068711	2A	000000	AM000R030051	\$	171,250.00
AN	1797XXXXX0510	K800	0250	38811	0	068711	2A	000000	AN000R030049	\$	1,774,500.00

U. S. NAVY:

APPROVED BY: Richard R. By
NAME

GRANTS OFFICER
TITLE

11/20/97
DATE

N62474-97-2-0003-P00001

DELIVERED 8/2
A. FRIEDMAN
CITY ADDRESS

UNITED STATES NAVY
NAVAL FACILITIES ENGINEERING COMMAND
200 STOVALL STREET
ALEXANDRIA, VIRGINIA 22332-2300
CODE 112

COOPERATIVE AGREEMENT
NO. N62474-97-2-0003
MODIFICATION NO.: P00001
PAGE 1 OF 3

COOPERATIVE AGREEMENT

GRANTEE: CITY AND COUNTY OF SAN FRANCISCO
TREASURE ISLAND PROJECT OFFICE
410 PALM AVE., BLDG 1, ROOM 237
TREASURE ISLAND
SAN FRANCISCO, CA 94130

TOTAL AMOUNT OF COOPERATIVE AGREEMENT FOR THE PERIOD
OF 1 OCTOBER 1997 THROUGH 30 SEPTEMBER 1998 IS: \$4,000,000.00

AUTHORITY: Section 2905(a)(1)(B) of Public Law 101-510

COOPERATIVE AGREEMENT CHANGE

The purpose of this modification is to extend the Cooperative Agreement from 1 October 1997 through 30 September 1998 in accordance with Section 701, and to revise the Cooperative Agreement as follows:

1. Delete pages 3, 4, 9, and 12 and insert pages 3, 4, 9, and 12 attached to and made a part hereof.
2. Insert Section 403 as follows:

Section 403. Limitation of Government Obligations.

All Caretaker services required by this Agreement are incrementally funded. The sum of \$700,000.00 of the total price is presently available for payment and allotted to this Agreement

The Caretaker agrees to perform caretaker services up to the point at which the total amount payable by the Government for Caretaker's cost of performance approximates the total amount currently allotted to the Agreement. The Caretaker will not be obligated to continue work beyond that point. The Government will not be obligated in any event to reimburse the Caretaker in excess of the amount allotted to the Agreement.

Notwithstanding the dates specified in the allotment schedule below, the Caretaker will notify the Grants Administrator in writing when, in the Caretaker's best judgment, the work will reach the point at which the total amount payable by the Government, will approximate 85 percent of the total amount then allotted to the agreement. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of the Agreement up to the next scheduled date for allotment of funds

UNITED STATES NAVY
NAVAL FACILITIES ENGINEERING COMMAND
200 STOVALL STREET
ALEXANDRIA, VIRGINIA 22332-2300
CODE 112

COOPERATIVE AGREEMENT
NO. N62474-97-2-0003
MODIFICATION NO.: P00001
PAGE 2 OF 3

identified below, or to a mutually agreed upon substitute date. The notification will also advise the Grants Administrator of the estimated amount of additional funds that will be required for the timely performance of the Agreement funded pursuant to this Section, for a subsequent period as may be specified in the allotment schedule below, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Caretaker's notification, or by an agreed substitute date, this Agreement will terminate.

When additional funds are allotted for continued performance of the Agreement, the parties will agree as to the period of performance which will be covered by the funds. The provisions of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the Agreement will be modified accordingly.

The parties contemplate that the Government will allot funds to this Agreement in accordance with the following schedule:

3. Delete the technical specifications and insert the Requirements Statements, attached to and made a part hereof.

All projects approved during the base period of this Cooperative Agreement, 12 March 1997 through 30 September 1997, that have not been completed by 30 September 1997 must be re-submitted to the Grants Administrator for approval before any costs are incurred.

The total amount of the Cooperative Agreement is increased by \$4,000,000.00 from \$2,058,213.00 to a new not-to-exceed price of \$6,058,213.00.

PAYMENT WILL BE MADE BY: DFAS San Diego

ACCOUNTING AND APPROPRIATION DATA:

AB	1797XXXX0510	K600	0250	38611	0	068711	2A	000000	AB000R025819	\$325,500.00
AC	1797XXXX0510	K600	0250	38611	0	068711	2A	000000	AC000R025823	\$78,750.00
AD	1797XXXX0510	K600	0250	38611	0	068711	2A	000000	AD000R025822	\$77,500.00
AE	1797XXXX0510	K600	0250	38611	0	068711	2A	000000	AE000R025820	\$124,000.00
AF	1797XXXX0510	K600	0250	38611	0	068711	2A	000000	AF000R025826	\$15,500.00
AG	1797XXXX0510	K600	0250	38611	0	068711	2A	000000	AG000R025821	\$78,750.00

N62474-97-2-0003-P00001

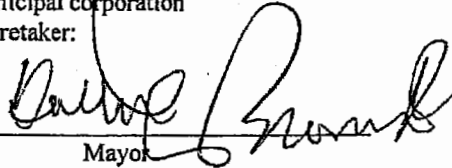
UNITED STATES NAVY
NAVAL FACILITIES ENGINEERING COMMAND
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ALEXANDRIA, VIRGINIA 22332-2300
CODE 112

COOPERATIVE AGREEMENT
NO. N62474-97-2-0003
MODIFICATION NO.: P00001
PAGE 3 OF 3

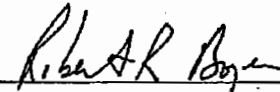
CITY AND COUNTY OF SAN FRANCISCO
a municipal corporation
as Caretaker:

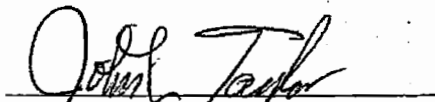
U. S. NAVY:

By:


Mayor

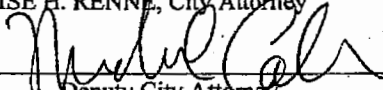
By:


5 Sept 97


Clerk of Board of Supervisors

APPROVED AS TO FORM:
LOUISE H. RENNE, City Attorney

By:


Deputy City Attorney

BASE CARETAKER
COOPERATIVE AGREEMENT
BETWEEN
UNITED STATES NAVY
AND
THE CITY AND COUNTY OF SAN FRANCISCO
A MUNICIPAL CORPORATION

COOPERATIVE AGREEMENT NUMBER

N62474-97-2-0003

(Date) _____

Engineering Field Activity West
Naval Facilities Engineering Command

BASE CARETAKER
 COOPERATIVE AGREEMENT
 BETWEEN
 UNITED STATES NAVY
 AND
 THE CITY AND COUNTY OF SAN FRANCISCO

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BASE CARETAKER
COOPERATIVE AGREEMENT
BETWEEN
UNITED STATES NAVY
AND
THE CITY AND COUNTY OF SAN FRANCISCO

General Provisions

This Base Caretaker Cooperative Agreement (hereinafter referred to as the Agreement), made by and between the United States of America, as represented by the Naval Facilities Engineering Command, (hereinafter referred to as the Navy) and the City and County of San Francisco, a municipal corporation (hereinafter referred to as the Caretaker) which possesses legal authority to enter into this Agreement.

Introduction

The Federal Government, for and on behalf of the citizens of the United States of America, acts as the steward of certain real property on which it operates and maintains military facilities necessary for the Defense of the United States of America. Certain military facilities are no longer required for that mission, therefore the Department of Defense (DoD) has been directed and authorized to dispose of real property and personal property on those military installations to be closed.

It is in the public interest, and will be of benefit for the Caretaker to participate in the operation, maintenance, and protection of the Naval Station (NAVSTA), Treasure Island pending its final disposition. Early experience with operation and maintenance of the base is of value to the community by serving to ease the transitional process from military use to civilian reuse. This arrangement will allow the Caretaker to participate in determining the nature and extent of services required to successfully operate and manage those types of facilities. Such an arrangement will accrue directly to the benefit of the Caretaker while allowing the United States to dispose, in an orderly manner, of adequately maintained base properties. This will save taxpayer dollars and assist the United States Navy in accomplishing its ongoing missions more effectively.

The Assistant Secretary of the Navy (Installations & Environment (ASN (I&E)), has determined that the financial resources available to the Caretaker for economic adjustment assistance are inadequate pursuant to Section 2905(a)(1)(B)(i) of Public Law 101-510.

This Agreement is a cooperative agreement within the meaning of 31 U.S.C. Section 6305.

The Navy and the Caretaker have entered into this Agreement for the purpose of establishing the terms and conditions necessary for the adequate operation,

protection, and maintenance of the base pending final disposition. The Navy agrees to provide funds to the Caretaker in accordance with the provisions of this Agreement. Subject to the availability of appropriations, it is the intent of the parties hereto that Caretaker services under the terms of this Agreement shall be from the date of execution until 30 September 1997. It is further agreed that this Agreement may be extended for one (1) year plus at least one (1) additional year in the event that the Government has a continuing need for caretaker services.

ARTICLE I
SCOPE AND PURPOSE

Section 101. Performance Specifications.

Specifications applicable to the Caretaker's performance of this Agreement are listed in Appendix 1. "Requirements Statement."

Section 102. Performance Method

The method of performing caretaker work statements under this Agreement are set forth in Appendix 2, "Scope of Services"

ARTICLE II
DEFINITIONS

Section 201. Cooperative Agreement.

The Cooperative Agreement means this Agreement. The execution of this Cooperative Agreement does not reflect that any decision has been made by the Navy regarding the means of disposal of the base or that the Caretaker will eventually be the recipient of any or all of the base real or personal property. This Agreement will not be construed to confer upon the Caretaker any right, title or benefit regarding final disposition of Navy real or personal property.

Section 202. Engineering Field Activity West (EFA WEST).

EFA WEST is responsible to the Naval Facilities Engineering Command, and to the Office of the Secretary of the Navy, for caretaker services of NAVSTA Treasure Island real and personal property.

Section 203. Caretaker.

Caretaker means the City and County of San Francisco, a municipal corporation, possessing the lawfully empowered authority to enter into this Cooperative Agreement.

Section 204. Caretaker Services

Caretaker services consist of the activities necessary to protect, secure, and maintain inactivated facilities described in the appendices attached hereto.

Section 205. Caretaker Site Office (CSO)

CSO is a detachment of EFA WEST established at NAVSTA Treasure Island to manage property until final disposition. The OIC of the CSO has authority to administer this Agreement and the appendices attached hereto.

ARTICLE III
OBLIGATIONS OF THE PARTIES

Section 301. Obligations of Caretaker

The Caretaker will supervise and manage all activities or projects which are its responsibilities under this Agreement according to the terms, conditions and specifications of this Agreement.

Section 302. Obligations of the Navy.

A. The Navy will pay the Caretaker the agreed cost to perform caretaker operations as described in Appendix 1. Where the Navy is not satisfied with the Caretaker's operations, the Navy shall provide the Caretaker with a written statement describing in detail the deficient performance. The Caretaker shall be given a reasonable time period after receipt of the written statement to cure the deficient performance. This period will normally be no less than thirty (30) days, however, the Navy reserves the right to impose a shorter cure period where it determines a shorter period is necessary due to health or safety risk. In the event that the Caretaker disagrees that a deficiency exists, and the Navy and the Caretaker are unable to agree among themselves as to the method by which to resolve their differences, the dispute shall be resolved in accordance with Article X, Section 1005 of this Agreement. In addition, nothing in this Section 302 will be construed to conflict with or alter any right or remedy by either party as contained in Article X of this Agreement.

B. Whenever the terms of this Agreement provide for approval by the Navy, the Navy will endeavor to act on all approval requests within thirty days of receipt, or shorter timeframe if so requested by the Caretaker. The Navy's approval will not be unnecessarily delayed or withheld. If approval is not granted within said time period, the Navy shall provide a written statement to the Caretaker with a projected date of final action.

C. It is understood and agreed by the Caretaker that the Navy may will convey title or leasehold interest to various parcels of base property during the Caretaker's tenure encompassed by this Agreement. As these parcels are conveyed or leased, it is understood that the caretaker service responsibilities for these parcels will be eliminated and associated common

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services may be reduced. To the extent that such services are reduced the Navy will not reimburse the Caretaker for caretaker or common area services performed on any parcels that have been leased or conveyed after the Navy has notified the Caretaker that such services are no longer required. Reduction of services under this Section will not be considered a whole or partial Termination for Convenience under Section 1003 of this Agreement.

ARTICLE IV
FUNDING LIMITATION AND BUDGETING

Section 401. Funding Limitation.

A. The maximum funding obligation of the Navy for the "phase-in" period of one time costs will be \$72,262.00 and the maximum funding obligation of the Navy, including "phase-in" costs, for the caretaker services will be \$2,058,213.00. The amount for each succeeding fiscal year will be adjusted by modification to this Agreement. Costs in excess of this amount will not be paid.

B. The Navy, within its discretion, may unilaterally increase or decrease any specific line item, or the maximum funding amount reflected in Section 401A, at any time, but only after having first consulted with the Caretaker whose concerns shall be considered. ~~and will promptly notify the Caretaker if it has done so.~~ Increases in any line item will, in most cases, result in decreases to other line item(s). Any increase or decrease in funding shall be accompanied by a corresponding increase or decrease in caretaker services.

C. The Navy's obligation to pay or reimburse any costs hereunder is subject to the availability of appropriated funds, and nothing in this Agreement will be interpreted to require obligations or payments by the Federal Government in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

Section 402. Budgets.

A. The Caretaker will submit to the Navy for approval each year a fiscal year budget for each activity listed in Appendix 1. Upon approval, the Budget will be incorporated into this Agreement at Appendix 3, "Budgetary Estimate." Each Budget will list by line item, the activities to be funded under this Agreement, and the amount of that line item for which the Caretaker expects reimbursement from the Navy.

B. The total amount of the budget, as approved by the Navy, will be the maximum amount for which the Navy is obligated to reimburse the Caretaker for the costs of performance of this Agreement.

services may be reduced. To the extent that such services are reduced the Navy will not reimburse the Caretaker for caretaker or common area services performed on any parcels that have been leased or conveyed after the Navy has notified the Caretaker that such services are no longer required. Reduction of services under this Section will not be considered a whole or partial Termination for Convenience under Section 1003 of this Agreement.

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B. The total amount of the budget, as approved by the Navy, will be the maximum amount for which the Navy is obligated to reimburse the Caretaker for the costs of performance of this Agreement.

C. The Caretaker may decrease any line item within the budget or decrease the total budget at any time by written notice of such amendment to the Navy. The Caretaker may not retain or otherwise use any excess funds resulting from a line item or total Budget decrease for any other purposes without express written approval from the Navy.

D. Budgetary changes to this Agreement will be made in accordance with 32 CFR ^s 33.30.

ARTICLE V
COSTS

Section 501. Allowability of Costs.

Except as otherwise stated in this Agreement, the Caretaker shall be paid its actual costs for performance of services tendered pursuant to the terms of this Agreement. The allowability of costs incurred by the Caretaker in performance of this Agreement will be determined in accordance with OMB Circular A-87, and as such circular may be amended or superseded, and 32 CFR Part 33, as such regulation may be amended or superseded.

Section 502. Advance Agreements on the Allowability of Cost.

A. No cost incurred by the Caretaker which is contrary to any restriction, limitation, or instruction contained in any Budget under this Agreement, or which otherwise has not been specifically approved in writing in advance by the Navy, will be allowable.

B. Indirect costs, as such costs are defined in OMB Circular A-87, shall be unallowable.

Section 503. Cost Sharing.

Wherever any item of cost for the performance of this Agreement, as listed in a Budget as required in this Agreement, is identified to be funded in part by the Caretaker and in part by the Navy, the Navy will be obligated to reimburse the Caretaker only for its percentage share of the total costs which would otherwise be allowable under this Agreement and as determined by Navy auditing procedures.

Section 504. Audit

The Caretaker shall obtain annual and final audits in accordance with the Single Audit Act of 1984 (31 U.S.C. § 7501-7), as implemented by OMB Circular A-128.

ARTICLE VI
PAYMENT

Section 601. General.

The Navy will pay the Caretaker according to the provisions of 32 CFR Part 33, OMB Circular A-87, and OMB Circular A-102.

Section 602. Relation to Prompt Payment Act.

This Agreement is not a contract as defined under OMB Circular A-125 which implements the Prompt Payment Act of 1982 (31 U.S.C. §§ 3901 et seq.) and that Act does not apply to this Agreement.

Section 603. Direct Navy Payment of Caretaker Obligations.

In no event will the Navy make direct payments to a Caretaker contractor, Caretaker employee, contractor employee, or Caretaker vendor for any costs incurred by the Caretaker under this Agreement. The Caretaker's contractual obligations are its own exclusively and are not shared in or guaranteed in any manner by the Navy. Neither does the Navy have any obligation hereunder to assume the Caretaker's contractual obligations in the event that the Caretaker might fail or refuse to carry out those obligations, and the Caretaker hereby agrees to defend and hold the Navy harmless from any such claims.

ARTICLE VII
GENERAL PROVISIONS

Section 701. Term of Agreement.

This Agreement shall be effective on the later of (i) the date the Agreement is signed by the Director, Contracts, Naval Facilities Engineering Command, (ii) the date the City's Board of Supervisors and Mayor, in the sole and absolute discretion, enact a resolution approving this Agreement, and (iii) the date on which the Parties hereto have duly executed and delivered this Agreement. Unless sooner terminated in accordance with its terms, this Agreement will terminate on 30 September 1997. However, it is agreed that this Agreement may be extended for one (1) year plus at least one (1) additional year.

Section 702. Amendment.

This Agreement may be amended only by an instrument in writing, signed by the parties hereto, except as otherwise specifically provided for in this Agreement.

Section 703. Successors and Assigns.

This Agreement or any part thereof may not be assigned by a party without the express written consent of the other party. All obligations and covenants made under this Agreement will bind and inure to the benefit of any successors and assigns of the respective parties, whether or not expressly assumed by such successors or assigns.

Section 704. Entire Agreement.

This Agreement constitutes the entire agreement between the parties. All prior discussions and understandings on this matter are superseded by this Agreement.

Section 705. Severability.

If any provision of this Agreement is held invalid, the remainder of the Agreement will continue in force and effect to the extent not inconsistent with such holding.

Section 706. Waiver of Breach.

If a party waives enforcement, or fails to act promptly to enforce any provisions of this Agreement upon any event of breach by the other party, such waiver will not automatically extend to any continuation of the breach or to any other or future events of breach.

Section 707. Notices.

Any notice, transmittal, approval, or other official communication made under this Agreement will be in writing and will be delivered by hand, facsimile transmission, or by mail to the other party at the address or facsimile transmission telephone number set forth below, or at such other address as may be later designated:

Navy
Commanding Officer (Code 0224)
Engineering field Activity West
Naval Facilities Engineering Command
900 Commodore Drive
San Bruno, CA 940665006
Tele: (415) 244-2429
Fax: (415) 244-2440

Caretaker
City and County of San Francisco
Treasure Island Project Office
410 Palm Ave, Bldg 1, Room 237
Treasure Island
San Francisco, CA 94130
Tele: (415) 274-0660
Fax: (415) 274-0299

Section 708. Conflict of Interest.

The Caretaker will ensure that its employees are prohibited from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

Section 709. Access to and Retention of Records.

The Caretaker will afford any authorized representative of the Navy, the Department of Defense, the Comptroller General, or other officially concerned Federal Government agency access to and the right to examine all records, books, papers, and documents, including records in automated forms ("Records") that are within the Caretaker's custody or control and that relate to its performance under this Agreement. The Caretaker will retain all such records intact in such form, if not original documents, as may be approved by the Navy for at least three (3) years following termination of this Agreement. Access to the Caretaker's records will be during normal business hours, and the Navy will give the Caretaker twenty-four (24) hours prior notice of its intention to examine the Caretaker's records, unless the Navy determines that more immediate entry is required by special circumstances. The Caretaker will have no claim due to such entries against the Navy or any officer, agent, employee, or contractor thereof.

Section 710. Change of Circumstances.

Each party will promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect such party's ability to carry out any of its obligations under this Agreement.

Section 711. Liability and Indemnity.

The Navy will not be responsible for, and the Caretaker will assume, all liability to persons which may be attributable or incident to the Caretaker's negligence or breach of this Agreement, or by the negligence or breach of the Agreement by any of the Caretaker's agents, employees, contractors, assigns, or the invitees of any of them. The Caretaker further agrees to indemnify, save, hold harmless, and defend the Government, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicted upon personal injury or death resulting from, related to, caused by or incident to the Caretaker's negligence in the carrying out of the terms of this Agreement, or breach thereof, or any and all other activities conducted by the Caretaker, its agents, employees, contractors or assigns, or any of their invitees, incident to this Agreement.

Section 712. Liability and Insurance.

A. The Caretaker will carry and maintain comprehensive general liability insurance, including but not limited to insurance against assumed contractual liability under this Agreement, or maintain a program of self-insurance, to afford protection with limits of liability in amounts approved from time to time by the Navy, but not less than five hundred thousand dollars in the event of bodily injury and death to any number of persons in any one accident.

B. If and to the extent required by applicable law, the Caretaker will carry and maintain workmen's compensation or similar insurance or a program of self-insurance in form and amounts required by law.

C. Policy Provisions: All insurance which this Agreement requires the Caretaker to carry or maintain or cause to be carried or maintained pursuant to this Section 713 will be in such form, for such amounts, for such periods of time and with such insurers as the Navy may require or approve. The Navy's approval shall not be unreasonably withheld. If the Caretaker elects to purchase commercial policies of insurance, all policies and certificates issued by the respective insurers for public liability insurance will name the Navy as an additional insured, provide that any losses will be payable notwithstanding any act or failure to act or negligence of the Caretaker; provide that no cancellation, reduction amount or material change in coverage thereof will be effective until at least thirty (30) days after receipt by the Navy of written notice thereof; provide that the insurer will have no right of subrogation against the Navy, its officers, agents, or employees; and be reasonably satisfactory to the Navy in all other respects. In no circumstances will Caretaker be entitled to assign to any third party rights of action which the Caretaker may have against the Navy.

D. Delivery of Policies: If the Caretaker elects to purchase commercial policies of insurance, the Caretaker will provide to the Navy a certificate of insurance evidencing the insurance required by the Caretaker and will also deliver, no later than thirty (30) days prior to the expiration of any such policy, a certificate of insurance evidencing each renewal policy covering the same risks. Upon the request of the Navy, the Caretaker shall provide the Navy documentation of the scope and nature of its program of self-insurance.

E. Self Insurance: Notwithstanding anything else contained in this Section 712, the Navy acknowledges and agrees that the Caretaker maintains a program of self-insurance and that such self-insurance shall satisfy all of the requirements of this Section 712.

Section 713. Reports.

The Navy may, in addition to any financial or other reports required by the terms of this Agreement, require the Caretaker to prepare reports or provide information relating to this Agreement. The Caretaker agrees to provide such reports within a reasonable time of request and in such detail as reasonably may be required. All reports, including but not limited to financial reports, will be prepared and retained by the Caretaker in accordance with 32 CFR Part 33.

Section 712. Liability and Insurance.

A. The Caretaker will carry and maintain comprehensive general liability insurance, including but not limited to insurance against assumed contractual liability under this Agreement, to afford protection with limits of liability in amounts approved from time to time by the Navy, but not less than five hundred thousand dollars in the event of bodily injury and death to any number of persons in any one accident.

B. If and to the extent required by applicable law, the Caretaker will carry and maintain workmen's compensation or similar insurance in form and amounts required by law.

C. Policy Provisions: All insurance which this Agreement requires the Caretaker to carry or maintain or cause to be carried or maintained pursuant to this Section 713 will be in such form, for such amounts, for such periods of time and with such insurers as the Navy may require or approve. The Navy's approval shall not be unreasonably withheld. All policies and certificates issued by the respective insurers for public liability insurance will name the Navy as an additional insured, provide that any losses will be payable notwithstanding any act or failure to act or negligence of the Caretaker; provide that no cancellation, reduction amount or material change in coverage thereof will be effective until at least thirty (30) days after receipt by the Navy of written notice thereof; provide that the insurer will have no right of subrogation against the Navy, its officers, agents, or employees; and be reasonably satisfactory to the Navy in all other respects. In no circumstances will Caretaker be entitled to assign to any third party rights of action which the Caretaker may have against the Navy.

D. Delivery of Policies: The Caretaker will provide to the Navy a certificate of insurance evidencing the insurance required by the Caretaker and will also deliver, no later than thirty (30) days prior to the expiration of any such policy, a certificate of insurance evidencing each renewal policy covering the same risks.

E. Self Insurance: Notwithstanding anything else contained in this Section 712, the Navy acknowledges and agrees that the Caretaker maintains a program of self-insurance and that such self-insurance shall satisfy all of the requirements of this Section 712.

Section 713. Reports.

The Navy may, in addition to any financial or other reports required by the terms of this Agreement, require the Caretaker to prepare reports or provide information relating to this Agreement. The Caretaker agrees to provide such reports within a reasonable time of request and in such detail as reasonably may be required. All reports, including but not limited to financial reports, will be prepared and retained by the Caretaker in accordance with 32 CFR Part 33.

Section 714. Services at Installations Being Closed.

Professional employees shall be used by the local government to provide services under this agreement to the extent that professionals are available under the jurisdiction of such government.

ARTICLE VIII
APPLICABLE LAWS AND REGULATIONS

Section 801. Applicable Law.

This Agreement is incident to the implementation of a Federal program. Accordingly, as it may affect the rights, remedies, and obligations of the United States, this Agreement will be governed by and construed in accordance with Federal law.

Section 802. Governing Regulations.

This Agreement shall be enforced and interpreted in accordance with the Federal laws and regulations, directives, circulars, or other guidance cited in this Agreement. This Agreement will be administered according to 32 CFR Part 33, Uniform Administrative Requirements for Grants and Cooperative Agreements, OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments, OMB Circular A-87, Cost Principles for State and Local Governments, and DoD 3210.6-R, DoD Grant and Agreement Regulations. In the event of a conflict between the provisions of this Agreement and the regulations, the regulations will govern.

Section 803. Nondiscrimination.

The Caretaker agrees that no person, on the grounds of race, religion, color, national origin, sex or handicap, will be denied benefits of, or otherwise be subjected to, discrimination in connection with the Caretaker's performance under this Agreement. Accordingly, the Caretaker covenants and agrees to comply with the following to the extent applicable:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d, et seq.) and DoD regulations (32 CFR Part 300) issued thereunder;
2. Executive Order 11246 and Department of Labor regulations issued thereunder (41 CFR Part 60);
3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and DoD regulations issued thereunder (32 CFR Part 56); and
4. The Age Discrimination Act of 1975 (42 U.S.C. §§ 6101, et seq.) and implementing regulations issued thereunder as incorporated in 45 CFR Part 90.

Section 804. Lobbying.

A. The Caretaker agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the entering into of any cooperative agreement; the making of any Federal loan; and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, cooperative agreement or loan.

B. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget (OMB) and the DoD (32 CFR Part 28) to implement the provisions of 31 U.S.C. § 1352, is hereby incorporated herein by reference, and the Caretaker agrees to comply with all the provisions thereof, including any amendments to the Final Rule which may hereafter be issued.

Section 805. Drug-Free Work Place.

A. The Caretaker agrees that it will comply with the provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §§ 701, et seq.) and maintain a drug-free workplace.

B. The Final Rule, Government-Wide Requirements for Drug-Free Workplace (Grants), issued by the OMB and the DoD (32 CFR Part 25, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988, is hereby incorporated by reference, and the Caretaker covenants and agrees to comply with all the provisions thereof, including amendments to the Final Rule which may hereafter be issued.

Section 806. Environmental Protection.

A. The Caretaker agrees that its performance under this Agreement will comply with all applicable Federal, State or local environmental laws and regulations, including but not limited to: the requirements of the Clean Air Act (42 U.S.C §§ 7401-7671q.) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. § 1318), which relate generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder; the Resource Conservation and Recovery Act ("RCRA," 42 U.S.C. §§ 6901, et seq.); the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA," 42 U.S.C. §§ 9601, et seq.); and the National Environmental Policy Act ("NEPA," 42 U.S.C. §§ 4321, et seq.).

B. The Caretaker will ensure that no facility used in its performance under this Agreement is an ineligible facility as set forth in 40 CFR Part 32. The Caretaker will notify the Navy of the receipt of any communication from EPA indicating that a facility to be or being used in its performance under this Agreement is under consideration for listing on the EPA list of violating facilities.

C. The Caretaker will comply with all existing environmental permits identified listed in Appendix 1f and will cooperate with the Navy in preparation of future environmental permits, as permitted by law, required for the Caretaker's compliance under this Agreement. Nothing in this Agreement shall require the Caretaker to become a secondary discharger or co-permittee on any existing environmental permit, license or authority without the consent of the Caretaker.

D. The Caretaker will indemnify and hold the Government harmless, ~~to the extent authorized by applicable law,~~ from any costs, expenses, liabilities, fines or penalties resulting from discharges, emissions, spills, storage, disposal by Caretaker, or any other action or inaction by the Caretaker giving rise to Government liability, civil or criminal, or responsibility under Federal, State or local environmental laws incident to this Agreement. Conditions or activities giving rise to the aforesaid liabilities which occurred prior to the onset of this Agreement ~~or are not a result of, or related to any action by the Caretaker,~~ are not subject to this indemnification, except to the extent that Caretaker's actions cause the exacerbation or worsening of such pre-existing conditions. This provision will survive the expiration or termination of this Agreement and the Caretaker's obligations hereunder will apply whenever the Navy incurs costs or liabilities for the Caretaker's actions of the type described in this subsection D.

E. The Navy's rights under this Agreement specifically include the right for Government officials to inspect NAVSTA Treasure Island for compliance with environmental, safety, and occupational health laws and regulations, whether or not the Navy is responsible for enforcing them. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections.

F. The Caretaker understands and agrees that there may be ongoing Installation Restoration Program (IRP) projects or other Navy activities in support of environmental cleanup or disposal operations at NAVSTA Treasure Island. The Caretaker agrees to cooperate to the extent necessary in support of these operations, and will not interfere with or hinder any such operations by the Navy.

G. If the Caretaker, its contractor, or subcontractor at any tier, during the performance of caretaker operations, or at any other time, encounters pre-existing conditions which require action in accordance with Federal, State or local law to test, remove, remediate, correct, or abate hazardous substances, pollutants or contaminants, the Caretaker shall promptly notify the CSO, cease performance or other activity in the vicinity of the site, and secure the

B. The Caretaker will ensure that no facility used in its performance under this Agreement is an ineligible facility as set forth in 40 CFR Part 32. The Caretaker will notify the Navy of the receipt of any communication from EPA indicating that a facility to be or being used in its performance under this Agreement is under consideration for listing on the EPA list of violating facilities.

C. The Caretaker will comply with all existing environmental permits listed in Appendix I and will cooperate with the Navy in preparation of future environmental permits, as permitted by law, required for the Caretaker's compliance under this Agreement.

D. The Caretaker will indemnify and hold the Government harmless, to the extent authorized by applicable law, from any costs, expenses, liabilities, fines or penalties resulting from discharges, emissions, spills, storage, disposal, or any other action by the Caretaker giving rise to Government liability, civil or criminal, or responsibility under Federal, State or local environmental laws incident to this Agreement. Conditions or activities giving rise to the aforesaid liabilities which occurred prior to the onset of this Agreement, or are not a result of, or related to any action by the Caretaker, are not subject to this indemnification. This provision will survive the expiration or termination of this Agreement and the Caretaker's obligations hereunder will apply whenever the Navy incurs costs or liabilities for the Caretaker's actions of the type described in this subsection D.

E. The Navy's rights under this Agreement specifically include the right for Government officials to inspect NAVSTA Treasure Island for compliance with environmental, safety, and occupational health laws and regulations, whether or not the Navy is responsible for enforcing them. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections.

F. The Caretaker understands and agrees that there may be ongoing Installation Restoration Program (IRP) projects or other Navy activities in support of environmental cleanup or disposal operations at NAVSTA Treasure Island. The Caretaker agrees to cooperate to the extent necessary in support of these operations, and will not interfere with or hinder any such operations by the Navy.

G. If the Caretaker, its contractor, or subcontractor at any tier, during the performance of caretaker operations, or at any other time, encounters pre-existing conditions which require action in accordance with Federal, State or local law to test, remove, remediate, correct, or abate hazardous substances, pollutants or contaminants, the Caretaker shall promptly notify the CSO, cease performance or other activity in the vicinity of the site, and secure the affected area against inadvertent intrusion. Any removal, remedial, corrective or abatement actions deemed necessary by the Government to address such pre-existing conditions shall be at the expense of the Government, subject to the availability of funds for such purpose.

ARTICLE IX
PROCUREMENT

Section 901. Caretaker Contracts.

The Caretaker's acquisition of goods and services in the performance of this Agreement will be in accordance with the instructions and procedures contained in 32 CFR § 33.36(b) - (i). The Caretaker must not contract with any party which is debarred or suspended or is otherwise excluded from, or ineligible for, participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" and DoD regulations (32 CFR Part 25) issued thereunder.

Section 902. Approvals.

All solicitations and contract awards for requirements under this Agreement with an estimated cost or amount of \$100,000 or more, and all modifications of contracts with any estimated cost or amount of \$25,000 or more, will be submitted to the Navy for prior written approval before issuance and prior to award. All requests for approval under this Section 902 will be in writing and will include a copy of the solicitation or the contract, a certification from the cognizant Caretaker contracting officer that the acquisition was conducted in accordance with the required standards and procedures in Section 901 of this Article, a copy of a legal sufficiency review by the cognizant Caretaker or State counsel, and such relevant information as may be necessary to permit the Navy informed review and approval of the proposed solicitation or contract. Approval by the Navy shall not be unreasonably withheld. Time frames for approval shall be as provided under Section 302.

ARTICLE X
TERMINATION, ENFORCEMENT, CLAIM AND DISPUTE RESOLUTION

Section 1001. Enforcement.

A. The Navy will allow the Caretaker 30 calendar days to correct any deficiency, unless immediate action must be taken for safety, environmental, operations or security purposes. However, the Navy retains the right to take such action as it deems necessary to protect the life and health of personnel and protect Navy property from loss, damage, or deterioration otherwise likely to occur as a result of any deficiency in caretaker operations.

B. The Navy may take such actions to enforce the terms of this Agreement as may be provided for in, and under the terms of, 32 CFR, §33.43, summarized hereafter. If the Caretaker materially fails to comply with any terms of this Agreement, whether stated in the Agreement, a Federal statute or regulation, an assurance, a State statute, plan, application, or elsewhere, the Navy may take one or more of the following actions, as appropriate, in the circumstances.

1. Temporarily withhold cash payments pending correction of the deficiency by the Caretaker, or more severe enforcement action by the Navy;
2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
3. Unilaterally suspend or terminate this Agreement partly or in its entirety;
4. Withhold further payments under this Agreement;
5. Receive immediate reimbursement and recoupment from the Caretaker of all funds which were used in contravention of this Agreement, Federal Statute or regulation, assurance, State statute, plan, application or elsewhere;
6. Take any and all other remedies that may be legally available.

Section 1002. Effects of Suspension and Termination.

Costs of the Caretaker resulting from obligations incurred by the Caretaker during a suspension, or after termination of payments, are not allowable unless the Navy expressly authorizes them in the notice of suspension or termination, or subsequently. Other Caretaker costs incurred during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

1. The costs result from obligations which were properly incurred by the Caretaker before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancelable; and,
2. The costs would be allowable if the Agreement were not suspended or expired normally at the end of the funding period in which the termination takes effect. The enforcement remedies identified in this section do not preclude the Caretaker from being subject to "Debarment and Suspension" under E.O. 12549 (see 32 CFR § 33.35).

Section 1003. Termination for Convenience.

Except as provided in 32 CFR § 33.43 and Section 1001 of this Agreement, this Agreement may be terminated in whole or in part only as follows:

1. By the Navy with the consent of the Caretaker, in which case the two parties will agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated; or
2. By the Caretaker upon written notification to the Navy, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in case of partial termination, the Navy determines that the remaining portion of the Agreement will not accomplish the purposes for which the Agreement was made, the Navy may terminate the Agreement in its entirety under 32 CFR § 33.43 or Section 1002 of this Agreement.

Section 1004. Effect of Protest Actions.

This Agreement is entered into in good faith by all parties therein. Should any clause or portion hereof be determined by a court or administrative body of competent jurisdiction to be invalid, that determination will not cause the entire Agreement to be rendered invalid. If a court or administrative body of competent jurisdiction will render the entire Agreement invalid, the Agreement will be considered null and void ab initio (from the beginning), and the Caretaker will promptly cease performing functions under this Agreement. There will be no claim for damages or reimbursement by the Caretaker against the Government as a result of this Agreement being rendered invalid, except for those valid expenses incurred by the Caretaker up to the date of the adverse ruling.

Section 1005. Claim and Dispute Resolution.

A. Any claim made by the Caretaker arising out of this Agreement will be presented in writing to the Navy. Such claim will include: the amount of monetary relief claimed or the nature of other relief requested; the basis for such relief; and documents or other evidence pertinent to the claim.

B. Upon receipt of a claim, the Navy will provide a written decision denying or sustaining the claim, in whole or part, which decision will include the reason for such action, within ninety (90) days of the date of the receipt of a claim which complies with the requirements of Paragraph A of this Section. Such determination will be final unless appealed by the Caretaker pursuant to the provisions of this Section 1005.

C. Within sixty (60) days of receipt of the decision of the Navy, the Caretaker may appeal the decision of the Navy to the Deputy Assistant Secretary of the Navy (Conversion and Redevelopment). Such appeal will be in writing and will contain all documents and arguments necessary for a decision on the appeal. All appeals will be decided on the written record unless the Deputy Assistant Secretary, in his or her sole discretion, determines to conduct a hearing on the appeal. Any such hearing will be conducted in such manner and under such procedures as the Deputy Assistant Secretary may proscribe.

D. Nothing in this Section 1105 will limit any other remedy under law available to the Caretaker or the Navy.

E. In the alternative, before proceeding under Section 1005 (A-D) above, either party may choose to submit the dispute to arbitration pursuant to the Administrative Disputes Resolution Act, 5 U.S.C. Section 581 et seq., or as amended ("the Act"), by giving written notice to the other party.

ARTICLE XI
LEGAL AUTHORITY

Section 1101. Legal Authority.

The parties hereby represent and warrant that they are under no existing or reasonably foreseeable legal disabilities that would prevent or hinder them from fulfilling the terms and conditions of this Agreement. The Caretaker will promptly notify the Navy of any legal impediment that arises during the term of this Agreement that may prevent or hinder the Caretaker's fulfillment of its obligations under this Agreement.

Section 1102. Opinion of Counsel.

Concurrent with its execution of this Agreement, the Caretaker will furnish an opinion of counsel by the highest legal officer of the Caretaker, or his or her designee, that:

1. The Caretaker has the requisite authority to enter into this Agreement;
2. The Caretaker can make the warranty set forth in Section 1101 above;
3. The Caretaker is empowered to assume the responsibilities and obligations the Caretaker proposes to undertake under this Agreement;
4. The provisions of the Agreement intended to secure the interests of the United States Navy are enforceable in accordance with their terms;
5. The execution of this Agreement has been duly authorized, and
6. That the individual signing this Agreement on behalf of the Caretaker has the requisite legal authority to bind and obligate the Caretaker.

N62474-97-2-0003

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties to this Base Caretaker Cooperative Agreement, by their authorized representatives, hereby cause this Agreement to be executed.

THE CARETAKER By:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

Mayor
Antonio Burch
JC Taylor
Clerk of Board of Supervisors

APPROVED AS TO FORM:
LOUISE H. RENNE, City Attorney

By: Michelle Cole
Deputy City Attorney

THE UNITED STATES OF AMERICA BY:

Robert R Boyer
NAME
Grant's Officer
TITLE
3/12/97
DATE

APPROPRIATION CHARGEABLE
AA 97 XXXX4930 NE1H 0000 77777 0 068378 2F 000000 6837897RC356 \$2,058,213.00

Function Annex 1: Sewer Services

Tab A: Request for Function Proposal:

1.1 Sanitary Sewer system

Operate and maintain the sanitary sewer collection system and treatment plant. Operate systems to meet all current health and clean water regulatory and permit requirements. Maintain systems to prevent deterioration of facilities and violations of regulatory requirements. Perform emergency repair services as required and requested. Cooperate in collecting and maintaining data necessary to meet regulatory requirements.

1.2 Storm Sewer Services

Operate and maintain the storm water collection systems. Maintain systems to prevent deterioration of facilities and perform emergency service to clear lines as required and requested. Cooperate in providing data and information to meet regulatory requirements.

1.3 Planning Assumptions

The services will be provided by the San Francisco Public Utilities Commission employees with support from other City departments supplemented if necessary by outside contractors.

1.4 Caretaker Operations

Use a Standard Operating Procedure (SOP) and conduct requirements in conformance with the SOP, regulatory requirements, industry standards and recommended practices.

Function Annex 2: Water Services

Tab A: Request for Function Proposal:

1.1 Water Services

Operate and maintain the water supply distribution system and storage facilities. The systems will be operated in accordance with all state local and federal rules and regulations and permit requirements including record keeping. The systems will be maintained to a level prevent deterioration of the equipment and at the current level of service. Perform such emergencies service as maybe required and requested to repair facilities.

1.2 Planning Assumptions

The services will be provided by the San Francisco Public Utilities Commission employees with support from other City departments supplemented if necessary by outside contractors.

1.3 Caretaker Operations

Use a Standard Operating Procedure (SOP) and conduct requirements in conformance with the SOP, regulatory requirements, industry standards and recommended practices.

Function Annex 3: Gas and Electric Services

Tab A: Request for Function Proposal:

1.1 Gas and Electric Services

Operate and maintain the gas and electric distribution systems. The systems will be operated in accordance with all state local and federal rules and regulations. The systems will be operated to meet industry standards for service reliability and safety. The systems will be maintained to a level prevent deterioration of the equipment and at the current level of service. Perform such emergencies service as maybe required and requested to repair facilities.

1.2 Planning Assumptions

The services will be provided by the San Francisco Public Utilities Commission employees with support from other City departments supplemented if necessary by outside contractors.

1.3 Caretaker Operations

Use a Standard Operating Procedure (SOP) and conduct requirements in conformance with the SOP, regulatory requirements, industry standards and recommended practices.

Function Annex 1: Sewer Services

Tab B: Proposed Function Concept of Operations

1.1 Sewer system

The City of San Francisco, via the San Francisco Public Utilities Commission Bureau of Water Pollution Control (BWPC), will provide sanitary sewer collection, treatment and disposal services to the Treasure Island/Yerba Buena Island complex commensurate with the level of service provided to the general population of the City of San Francisco. This service will be in conformance with the practices, policies, and procedures of the City's BWPC.

1.2 The City provided services will include:

1.2.1 On average, five full time equivalent (FTE) employees of the BWPC will operate the sewer treatment plant at Treasure Island. The BPWC employees will also operate and maintain lift stations, piping and other sanitary sewer collection facilities with either BPWC or other City forces.

1.2.2 Response to all emergency and non-emergency calls for service normally provided by the BWPC to the population of the City of San Francisco.

Function Annex 2: Water Services

Tab B: Proposed Function Concept of Operations

1.1 Water Services

The City of San Francisco, via the San Francisco Water Department (SFWD), will provide water distribution service to the Treasure Island/Yerba Buena Island complex commensurate with the level of service provided to the general population of the City of San Francisco. This service will be in conformance with the practices, policies, and procedures of the SFWD.

1.2 The City provided services will include:

1.2.1 On average, three full time equivalent (FTE) employees of the SFWD will operate the water pumping, storage and distribution facilities at Treasure Island. The SFWD employees will also operate and maintain piping, valving, backflow prevention and other water distribution facilities with either SFWD or other City forces.

1.2.2 Response to all emergency and non-emergency calls for service normally provided by the SFWD to the population of the City of San Francisco.

Function Annex 2: Gas and Electric Services

Tab B: Proposed Function Concept of Operations

1.1 Gas and Electric Service

The City of San Francisco, via the San Francisco Public Utilities Commission Hetch Hetchy Water and Power (HHWP), will provide gas and electric distribution service to the Treasure Island/Yerba Buena Island complex commensurate with the level of service provided to the general population of the City of San Francisco. This service will be in conformance with the practices, policies, and procedures of the Commission's HHWP.

1.2 The City provided services will include:

1.2.1 On average, three full time equivalent (FTE) employees of the HHWP will operate the gas and electric distribution facilities at Treasure Island. The HHWP employees will also operate and maintain with either HHWP or other City forces: transformer, switching and other and electric distribution facilities: piping valves and regulator and other gas distribution facilities.

1.2.2 Response to all emergency and non-emergency calls for service normally provided by the HHWP to the population of the City of San Francisco.

Function Annex 1: Sewer Services

Tab C: Proposed Function Cost Proposal

1 April 1997 through 30 September 1997

Training & Start up (3/1/97-3/31/97)

<u>Account</u>	<u>Item</u>	<u>Amount</u>
21	Training	\$29,368
Subtotal		\$29,368

Operational Period (3/31/97-9/30/97)

<u>Account</u>	<u>Item</u>	<u>Amount</u>
1	Salaries Stationary Engineers	\$140,967
Msc	Fringe and overhead	\$168,530
	Material/Services and Supplies	\$366,540
Subtotal		\$676,037

Non-recurring Repair Projects (3/1/97-9/30/97)

<u>Account</u>	<u>Item</u>	<u>Amount</u>
35	Repair projects	\$221,895
Subtotal		\$221,895

Total **\$927,300**

Function Annex 2: Water Services

Tab C: Proposed Function Cost Proposal

1 April 1997 through 30 September 1997

Training & Start up (3/1/97-3/31/97)

<u>Account</u>	<u>Item</u>	<u>Amount</u>
21	Training	\$16.979
Subtotal		\$16.979

Operational Period (3/31/97-9/30/97)

<u>Account</u>	<u>Item</u>	<u>Amount</u>
1	Salaries Stationary Engineer/Plumber	\$ 81.498
Msc.	Fringe and Overhead	\$113.206
Msc	Materials/Services and Supplies	\$127,420
Subtotal		\$322.124

Non-recurring Repair Projects (3/1/97-9/30/97)

<u>Account</u>	<u>Item</u>	<u>Amount</u>
35	Repair projects	\$235.000
Subtotal		\$235.000

Total \$574.103

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Function Annex 3: Gas and Electric Services

Tab C: Proposed Function Cost Proposal

1 April 1997 through 30 September 1997

Training & Start up (3/1/97-3/31/97)

<u>Account</u>	<u>Item</u>	<u>Amount</u>
21	Training	\$25,915
Subtotal		\$25,915

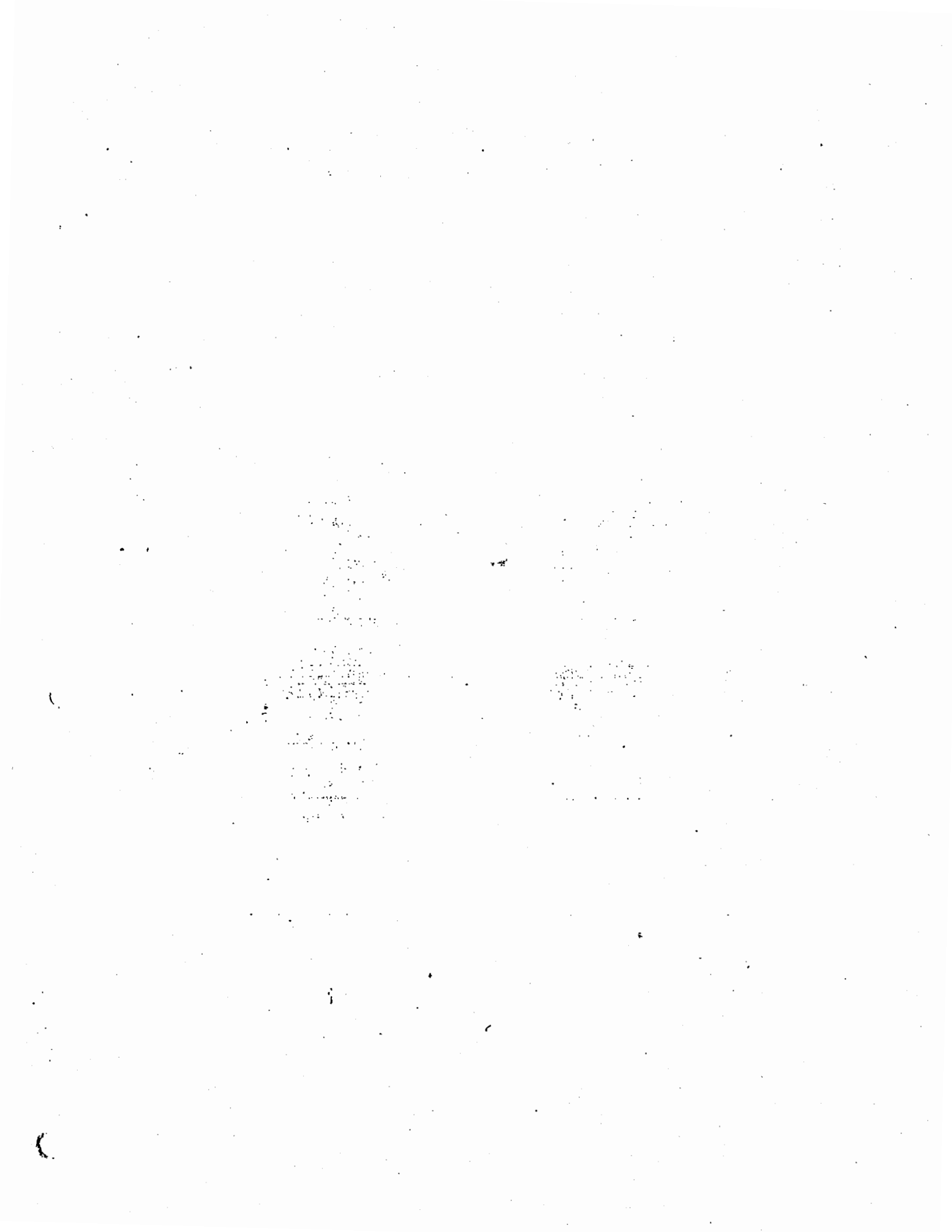
Operational Period (3/31/97-9/30/97)

<u>Account</u>	<u>Item</u>	<u>Amount</u>
1	Salaries Electrical/Transmission line worker	\$124,393
Msc	Fringe and Overhead	\$102,357
Msc	Material/Services and Supplies	\$110,000
Subtotal		\$336,750

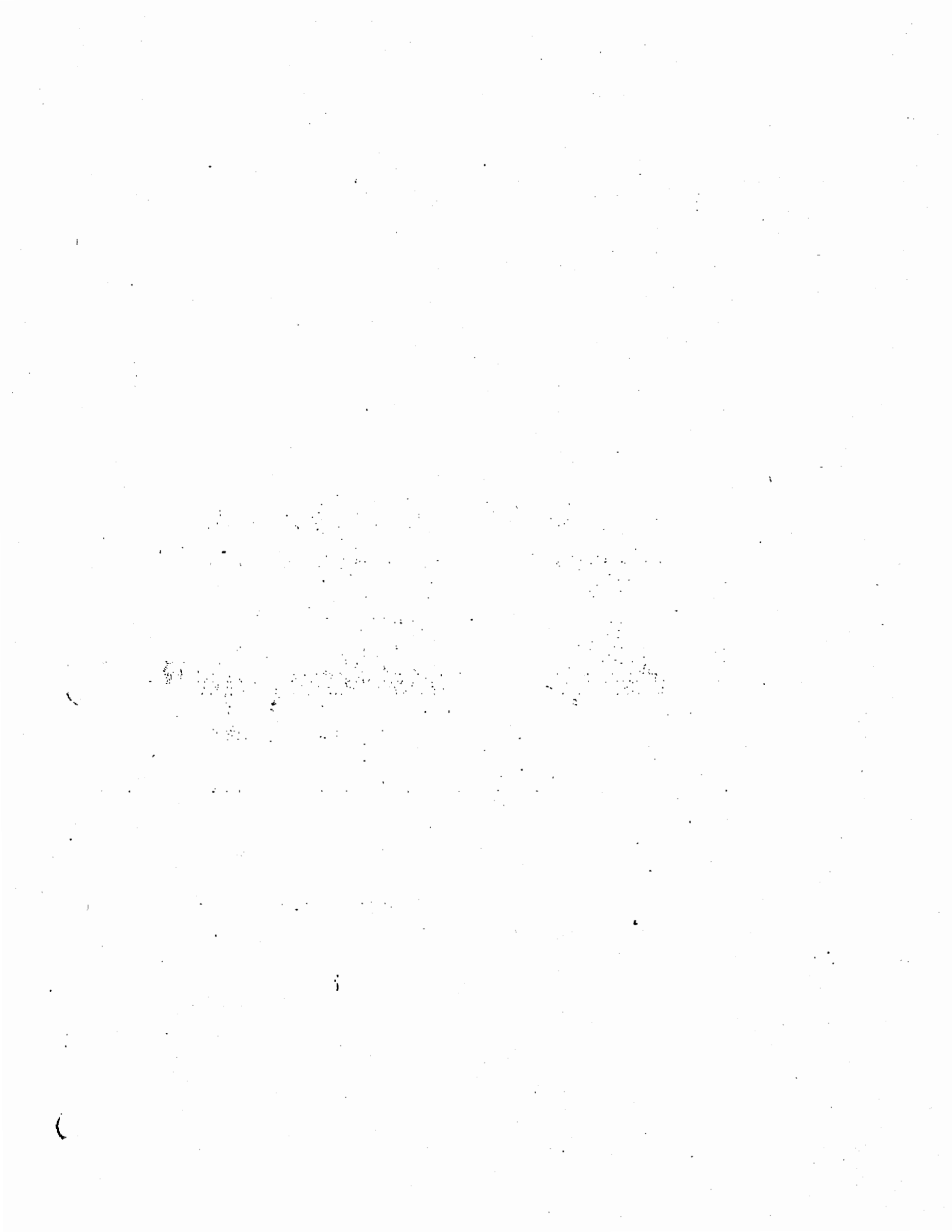
Non-recurring Repair Projects (3/1/97-9/30/97)

<u>Account</u>	<u>Item</u>	<u>Amount</u>
35	Repair projects	\$194,145
Subtotal		\$194,145

Total		\$556,810
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APPENDIX 1

REQUIREMENTS STATEMENT INTRODUCTION

LOCATION

This agreement concerns the operations, maintenance and protection of the closed Naval Station (NS) Treasure Island. NS Treasure Island is scheduled for operational closure at the end of September 1997.

The operation and maintenance of Navy facilities that are licensed or leased to tenants by the City of San Francisco are excluded from this agreement.

GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND MATERIAL

Government Furnished Property, Equipment and Material (GFP/GFE/GFM) is property, equipment, or material that is provided to the Caretaker to reduce the cost of this agreement or to assist the Caretaker in start-up. GFP/GFE/GFM held by the Caretaker continues to be owned by the Navy until consumed or returned. The Caretaker is responsible to provide proper care, maintenance, and security of GFP/GFE/GFM. Property, equipment, and material purchased by the Caretaker and reimbursed by the Navy is considered GFP/GFE/GFM.

ORGANIZATION

The technical section of this agreement is divided into nine (9) function annexes. For ease of reading, each annex follows a standard format which is briefly described below.

1. Description

These paragraphs generally define the scope of the functions and services to be provided under the agreement.

2. Concept of Operations

These paragraphs provide more specific descriptions of the services, operations and maintenance functions that are included in the annex. Service, operations, and maintenance standards are a combination of Navy standards and those of the service/function provider.

3. Plan for Future Conveyance

This paragraph outlines the requirement of the Caretaker and the Navy to cooperatively develop a plan of action with milestones for conveyance of the facilities required for this function to the future owner. The Navy will notify the Caretaker when to proceed with any Plans for Future Conveyance that are necessary.

4. Government Furnished Property/Equipment

This section refers to a list of government property and equipment which shall be used by the Caretaker in the performance of the services and functions.

Appendix A Cost Reimbursement

Appendix A contains a consolidated cost estimate for the initial term of the Cooperative Agreement from October 1997 through September 1998. Costs may be reallocated with prior Navy approval between function areas during the term of the agreement within the original Cooperative Agreement scope not to exceed the total estimated cost.

TERMS AND ACRONYMS

Several terms and acronyms frequently appear in the text of the function annexes. A brief list of these terms and acronyms follows:

Caretaker	The City of San Francisco
CA	Cooperative Agreement
CSO	The Navy Caretaker Site Office located at the closed Naval Station Treasure Island.
GFP/GFE	Government Furnished Property/Government Furnished Equipment
NS	Naval Station
SOP	Standard Operating Procedure
TIDA	Treasure Island Development Authority
TI	Treasure Island
YBI	Yerba Buena Island

Technical Exhibit I-1
Plan of Action and Milestones
CARETAKER TRANSITION

Transition Date	Milestone Action
5 July 1997	o City and Navy agreement in principal regarding Caretaker Agreement
15 July 1997	o City of San Francisco approves entering into Cooperative Agreement with Navy
1 August 1997	o Cooperative Agreement executed by City and Navy
2 August 1997	o City personnel recruitment commences
1 September 1997	o Caretaker office staff selected and on-board
1 September 1997	o Caretaker establishes site office
15 September 1997	o All related agreements with security and utility companies completed, and their staff are on-board
1 October 1997	o Caretaker begins full work execution under Cooperative Agreement

Function Annex 1
LAW ENFORCEMENT SERVICES

1.1 Description

- 1.1.1. The Law Enforcement Services function in this agreement is the same or similar to services provided by the City of San Francisco Police Department for public protection and handling of criminal offenses committed on the closed Naval Station and nearby Navy-owned property. This function includes law enforcement under the jurisdiction of the court system of the County of San Francisco and the State of California. It also includes police services and animal control services, as currently practiced by the City of San Francisco.

1.2 Concept of Operations

- 1.2.1. The Caretaker shall provide police services to the closed Naval Station Treasure Island in accordance with established standards of the City of San Francisco.
- 1.2.2. The Caretaker shall provide response to all emergency and non-emergency calls for service, traffic enforcement, animal control services and all other services normally provided by the San Francisco Police Department to the population of the City of San Francisco.
- 1.2.3. The Caretaker shall develop a Law Enforcement Services Implementation and shall submit the plan for approval to the Navy by 15 September 1997.

1.3 Plan for Future Conveyance

(not applicable.)

1.4 Government Furnished Property/Equipment

~~*(not applicable.)*~~

see following page, Technical Exhibit 1-1

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Technical Exhibit 1-1
Law Enforcement
Government Furnished Equipment

**Personal Property/Administrative Supplies located within Bldg 1, rooms,
129,129A, 131, 131A, 133, 133A, 133B, 135, 137, 137 A-G.**

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Function Annex 2
FIRE PROTECTION/ SUPPRESSION
AND EMERGENCY RESPONSE SERVICES

2.1 Description

2.1.1. The Fire Protection/Suppression and Emergency Response Services, hereinafter called the "Fire Protection" function, includes services which involve the operation of fire reporting communications center, fire operations, fire prevention inspections, rescue, hazardous materials first responder, emergency medical first responder, and ambulance service. Maintenance of the fire protection facilities shall be accomplished under the Building Maintenance Services Annex (Annex 4) to this agreement.

2.2 Concept of Operations

- 2.2.1. The Caretaker shall provide the Fire Protection function and services to the closed Naval Station Treasure Island in accordance with established standards of the City of San Francisco.
- 2.2.2. The Caretaker and the Navy shall work cooperatively to minimize/eliminate operations and maintenance costs for the Fire Protection function that serves those areas of the closed NS which have limited or no reuse potential
- 2.2.3. The Caretaker shall conduct fire inspections in all Caretaker Facility Maintenance Level I, II, III, and IV facilities. The term "Levels" refers to standard Navy Caretaker Levels as described in Annex 4 of this agreement.
- 2.2.4. The Caretaker shall conduct periodic visual inspections of fire alarm systems and fire protection systems (which include automatic sprinkler systems, standpipe systems, and other extinguishing systems). Routine inspections shall be performed on operational systems. Systems that have not been certified or are presently out-of-service or lacking proper maintenance or repair, shall remain out of service, or shall be placed out-of-service by the Caretaker. Engineered fixed extinguishing systems shall be placed out-of-service in all vacant buildings.
- 2.2.5. The Caretaker shall provide hazardous materials response and limited cleanup. Operations shall be conducted in a manner consistent with the normal procedures of the City of San Francisco Fire Department.

- 2.2.6. The Caretaker shall incorporate the closed NS into the City of San Francisco's disaster preparedness and emergency management programs.
- 2.2.7. The Caretaker shall maintain maps, records, and drawings related to the Fire Protection functions as listed in Technical Exhibit 2-1. All records and maps shall be available to the Navy upon request.
- 2.2.8. The Caretaker shall attend meetings involving all major changes to the infrastructure, building occupancy and use, demolition of structures, and planned public events that impact safe occupancy limits.
- 2.2.9. The Caretaker shall develop a detailed "Fire and Emergency Response Implementation Plan" addressing all issues related to service delivery. The Caretaker shall submit the plan for approval to the Navy by 15 September 1997.

2.3 Plan for Future Conveyance

The Caretaker and the Navy shall jointly develop an executable plan to convey the Fire Protection function from the Navy to the future owner by not later than the end of term of this agreement (September 1999). This plan shall be developed by 31 December 1997. The Navy shall also request that the City of San Francisco participate in the development of this plan. The plan shall be of sufficient detail, and have interim milestones, to allow the Navy and the Caretaker to effectively monitor progress.

2.4 Government Furnished Property/Equipment

Technical Exhibit 2-2 is a list of government furnished property (GFP) that the Navy shall provide to the Caretaker for performing this function.

Technical Exhibit 2-3 is a list of government furnished vehicles and equipment (GFE) that the Navy shall provide to the Caretaker for performing this function.

~~(Note: Technical Exhibit 2-3 is not yet available. This exhibit shall be developed and added to this agreement by 1 September 1997.)~~

following technical exhibit 2-1

Technical Exhibit 2-1

**Fire Protection/Suppression and Emergency Response Services
Documentation
RECORD KEEPING SYSTEMS**

Records, documentation, recorded or documented instructions and record keeping systems: Fire department recorders, documentation, instructions, reference, training materials, and their systems will include but not be limited to:

- a) Fire Prevention records, documentation, instructional reference and training materials.
- b) Fire Suppression records, documentation, instructional reference and training materials.
- c) Hazardous Materials records, documentation, instructions, reference and training materials.
- d) Emergency Medical Services records, documentation, instructions, reference and training materials.
- e) Fire Alarm maintenance, test, operation instructions, and reference materials.
- f) Fire Department communications equipment maintenance, test, operation instructions, and reference materials.
- g) Water System maintenance, test, operation, and reference materials.
- h) Vehicle maintenance, test, operation, reference and training materials.
- i) Fire Fighting Equipment maintenance, test, operation, reference and training materials.
- j) Disaster Preparedness records, documentation, instructional, reference and training materials.
- k) Training records and documentation.
- l) Response records and documentation.
- m) Utility back up systems tests, records, documentation, operation instructions, reference and training materials.
- n) Records, and documentation relating to construction, utilities, seismic studies, hazardous material abatement, remodeling and/or retrofitting, and layout.

Technical Exhibit 2-2
Fire Protection/Suppression and Emergency Response Services
Government Furnished Property

The following property of the Government shall be used by the Caretaker in the implementation of this function:

Furniture, fixtures and supplies which are unique to Fire Department operations.

Listed below are the furniture, fixtures and supplies that are in place and in storage, within the NS fire house spaces in Building 157 and adjacent storage buildings, and which are required to operate a fire station and carry out the mission of the Caretaker. These items include, but are not limited to, the following:

- a) All furniture, fixtures and office equipment
- b) All computer and electronic data processing systems and equipment
- c) Communication systems, equipment, spare parts and supplies:
to include:
 - c-1) Radios
 - c-2) Cellular phones
 - c-3) King Fisher and Gamewell alarm systems, if they are to be used by the Caretaker. Usability is to be determined by 1 September 1997.
 - c-4) Wired voice and data intra-building communications systems and equipment.
- d) All building maintenance tools, equipment, spare parts, and supplies, now within Building 157.
- e) All on-hand expendable janitorial and maintenance supplies, now within Building 157.
- f) All utility interruption back up systems and equipment.

Technical Exhibit 2-2
Fire Protection/Suppression and Emergency Response Services
Government Furnished Property

FACILITY NUMBER	FACILITY NAME	QUANTITY	UNIT	CARETAKER MAINTENANCE LEVEL
70	FIRE DEPARTMENT STORAGE LOCKER	132	SF	1
157	FIRE DEPARTMENT	10215	SF	1
213 YBI	FIRE DEPT	10247	SF	1
421	FIRE DEPT STORAGE	196	SF	1
	FIRE ALARM SYSTEM	376	BX	1
	FIRE PROTECTION PIPELINE	3600	GM	1
	FIRE PROTECTION PIPELINE	6580	LF	1
	PIPELINE NON-POTABLE WATER	2670	LF	1

Technical Exhibit 2-3
Government Furnished Equipment

The following property of the Government shall be used by the Caretaker in the implementation of this function:

Item	Description	Model/ID	Property #
001	Fire truck	Ward Limited 79	73-0269
002	Fire truck	Seagrave	73-02533
003	Fire truck	Pierce	73-02833
004	Fire truck	GMC 8500	73-02243
005	Truck, maintenance	N/A	94-23344
006	Truck, maintenance	N/A	94-38640
007	Truck, mini-van	N/A	93-23777

Function Annex 3
SECURITY SERVICES

3.1 Description

- 3.1.1. Security services for the closed Naval Station (NS) Treasure Island includes management, supervision, and work execution required to protect government property (facilities and personal property) and control access to the Navy owned property.
- 3.1.2. Security services begin under this agreement on 1 October 97. (Note: Military Security, outside of this agreement, shall perform the security services function until 30 September 97.)

3.2 Concept of Operations

- 3.2.1. The Caretaker, shall provide security services as described below.
- 3.2.2. The Caretaker shall establish 24-hour, security posts at the main gate to the former NS Treasure Island and provide roving security patrols. The main duties of the security posts include visitor access control and deterrence of unauthorized removal of property. Roving security patrol duties include full-time surveillance and deterrence of unauthorized entry to the property and its facilities.
- 3.2.4. The Caretaker shall develop a detailed "Security Service Implementation Plan" including "Post Standing Orders" for each post. The Caretaker shall submit the plan for approval to the Navy by 15 September 1997.
- 3.2.5. All security personnel shall wear uniforms distinguishing them as part of an official security workforce. Security vehicles shall also have distinguishing security markings.
- 3.2.6. Security personnel shall have full-time radio communication capability with each other and with the San Francisco Police Department. Security personnel shall immediately call for Police response if they detect any indication of a crime being committed or previously committed.
- 3.2.7. Security personnel are not required or authorized to carry firearms.

3.2.8. The Caretaker shall provide all supplies and equipment necessary to perform the security service, except as indicated in 3.4 below.

3.3 Plan for Future Conveyance

(not applicable)

3.4 Government Furnished Property/Equipment

Technical Exhibit 3-1, is a list of government furnished property and equipment (GFE) that the Navy shall provide to the Caretaker for performing this function.

~~(Note: Technical Exhibit 3-1 is not yet available. This exhibit shall be developed and added to this agreement by 1 September 1997.)~~

→ following page

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Technical Exhibit 3-1
Security Services
List of Government Furnished Equipment

**Personal Property/Administrative Supplies located within Bldg 1, rooms, 129,129A,
131, 131A, 133, 133A, 133B, 135, 137, 137 A-G.**

Function Annex 4
BUILDING MAINTENANCE SERVICES

4.1 Description

- 4.1.1. Building Maintenance Services for the closed Naval Station (NS) Treasure Island includes management, supervision, and work execution required to provide caretaker level maintenance and repair to Navy owned buildings and structures which are vacant and laid-away pending reuse. The number of facilities covered by this agreement shall decrease as buildings and land parcels are leased to the City of San Francisco for reuse. All building systems are covered by this annex, including structural systems, electrical systems, mechanical systems, roofing systems, fire suppression/alarm systems, and installed related equipment, such as elevators and hoists. Pest control within buildings is also included in this annex. The level of maintenance effort for any particular building is in accordance with Navy policy on facilities in layaway status (provided separately from this agreement) and the designated "caretaker level" assigned by the Navy CSO in coordination with the City of San Francisco related to reuse potential. In general, maintenance work shall be performed to a level that limits deterioration by providing a weather-tight facility secure from entry. "Improvements" to buildings in a layaway status are not allowable under this agreement.
- 4.1.2. This function applies to the areas on the "Closed Naval Station Treasure Island".
- 4.1.3. The Caretaker shall use a portion of Building 264 at the closed NS for performance of Building Maintenance Services function.
- 4.1.4. Building maintenance services begin under this agreement on 1 October 1997.

4.2 Concept of Operations

- 4.2.1. The Caretaker shall perform building maintenance work on the structures located on the closed NS Treasure Island, in accordance Navy building caretaker standards, and special requirements for "Historical" buildings (provided separately from this agreement).
- 4.2.2. The Caretaker shall provide a Facility Manager, who shall manage all functions related to Building Maintenance Services and Roads/Grounds Maintenance covered in Annex 5.

- 4.2.3 The Caretaker shall provide Facility Inspectors who will execute the facility inspection program in conjunction with the Navy CSO staff. The Facility Inspectors shall work directly for the Facility Manager, and shall primarily operate from an offices collocated with the Facility Manager.
- 4.2.4. The Caretaker shall perform the majority of the work effort of this function using in-house City of San Francisco Public Works Department personnel and supervision, including both field and technical engineering support. Some specialty function support may be obtained via contract by the Caretaker.
- 4.2.5. The Caretaker shall provide 24 hour, on-call, emergency response and repair capability to secure situations that threaten the property, such as broken water pipes, secondary electrical failures, significant roof leaks, etc.
- 4.2.6. The Caretaker shall inspect buildings according to established schedules to identify required building maintenance work. The Caretaker shall order required work for accomplishment by in-house personnel or contract. The Caretaker shall request and obtain advance approval from the Navy CSO for any planned repairs estimated to be in excess of \$5,000.
- 4.2.7. The Caretaker shall also maintain active buildings under this agreement used by the Navy and City of San Francisco Caretaker staffs including those used by the CSO, CA Manager, Facility Manager, Fire Department, Security and Public Works. The maintenance work for these buildings includes emergency/service calls and boiler maintenance.
- 4.2.8. The Caretaker shall provide all supplies and equipment necessary to perform the building maintenance service, except as indicated in 4.4 below.
- 4.2.9. The Caretaker shall develop a detailed "Building Maintenance Service Implementation Plan" including detailed and specific information on the emergency response process, the building inspection process, the work ordering process, the quality control process, and the safety plan. The Caretaker shall submit the Building Maintenance Service Management Plan for approval to the Navy by 15 September 97.

4.3 Plan for Future Conveyance

(not applicable)

4.4 Government Furnished Property/Equipment

Technical Exhibit 4-1 is a list of government furnished property and equipment (GFE) that the Navy shall provide to the Caretaker for performing this function.

~~(Note: Technical Exhibit 4-1 is not yet available. This exhibit shall be developed and added to this agreement by 1 September 1997.)~~

following pages.

Technical Exhibit 4-1
Building Maintenance Services
List of Government Facilities

FACILITY NUMBER	FACILITY NAME	QUANTITY	UNIT	CARETAKER MAINTENANCE LEVEL
1	ADMINISTRATION BLDG	149799	SF	1
2	HANGAR 2	138661	SF	5
3	HANGAR 3	144767	SF	5
6	VEHICLE FUELING STATION	N/A	SF	N
7	ADMINISTRATIVE OFFICES	68304	SF	6
29	TRAINING BLDG	42272	SF	6
34	COMMISSARY	19038	SF	2
40	INSTRUCTIONAL BUILDING	13696	SF	6
41	STORAGE	6650	SF	6
57	TEMPORARY LODGING	1449	SF	6
62	OPERATIONAL STORAGE & ADMINISTRATIVE OFFICES	35611	SF	6
64	ADMINISTRATIVE OFFICES	620	SF	6
69	HAZWASTE MANAGEMENT	2468	SF	1
85	PIPE SHELTER, POL	1032	SF	6
91	LAUNDROMAT	480	SF	2
92	FIRE DEPARTMENT	13696	SF	6
96	GENERAL WAREHOUSE	26083	SF	1
99	ADMINISTRATIVE OFFICES, GENERAL WAREHOUSE	42778	SF	3
107	POLICE STATION	11448	SF	6
107	GENERATOR	256	SF	6
111	STORAGE FACILITY	5459	SF	5
112	STORAGE FACILITY	512	SF	6
114	STORAGE	1280	SF	6
128	STORAGE	2880	SF	6
129	STORAGE	2880	SF	6
130	STORAGE	2880	SF	6
131	STORAGE	2880	SF	6
183	YACHT CLUB/MARINA	27360	SF	2
187	CHAPEL	9884	SF	2
180	HANGAR	77481	SF	5

Technical Exhibit 4-1(Continued)
Building Maintenance Services
List of Government Facilities

FACILITY NUMBER	FACILITY NAME	QUANTITY	UNIT	CARETAKER MAINTENANCE LEVEL
201	NAVY EXCHANGE	88354	SF	6
202	NAVY EXC. LAUNDRY / ATM	25878	SF	6
215	TRAINING BUILDING, COMMUNITY FACILITY	26237	SF	6
216	MISC STORAGE	58140	SF	6
217	CABLE VISION / TRAINING BUILDING	10233	SF	6
225	AUTO HOBBY SHOP	11250	SF	6
227	FOGWATCH/GALLEY	13200	SF	2
229	TEEN CENTER/NIZARIO'S PIZZA	27360	SF	6
229	TOWER CLUB/STORAGE	2116	SF	6
230	ELECTRONIC MAINTENANCE	8027	SF	6
233	ADMINISTRATIVE SPACES	18790	SF	6
257	ADMIN	73037	SF	6
258	POST OFFICE	50672	SF	6
260	GENERAL WAREHOUSE	78758	SF	1
261	SKATELAND/POOL	38830	SF	6
261A	BOWLING	20000	SF	2
262	STORAGE FACILITY	12150	SF	6
265	ADMIN/LIBRARY	8392	SF	2
270	HEATING PLANT	1190	SF	6
271	CASA DE LA VISTA	7788	SF	2
273	TENNIS COURT	N/A		N
274	FALLOUT SHELTER	2070	SF	6
277	REST ROOM FACILITIES	308	SF	6
289	STORAGE FACILITY	765	SF	6
290	STORAGE FACILITY	765	SF	6
293	FTC DAMAGE CONTROL SCHOOL	12706	SF	6
298	MARINA BOAT HOUSE	1188	SF	2
325	PORT OPERATIONS STORAGE	765	SF	6
330	GAS STATION / EXCHANGE	4030	SF	6
335	GROUNDS MAINTENANCE	4950	SF	6
341	FTC BUTTERCUP MOCK-UP	3200	SF	6
342	FTC TRAINING	8020	SF	6
343	FTC TRAINING	8020	SF	6

Technical Exhibit 4-1(Continued)
Building Maintenance Services
List of Government Facilities

FACILITY NUMBER	FACILITY NAME	QUANTITY	UNIT	CARETAKER MAINTENANCE LEVEL
344	STORAGE VAULT	244	SF	6
346	INSTRUCTIONAL RADIO TRANSMITTER	1188	SF	6
347	B2 GUN MOUNT	216	SF	6
355	PORT OPERATIONS STORAGE	980	SF	6
358	STORAGE	216	SF	6
361	OPERATIONAL STORAGE	100	SF	6
362	HANGAR 3 STORAGE BLDG	3280	SF	5
379	HAZMAT STORAGE	104	SF	6
381	STORAGE, PLAYING FIELD	174	SF	6
383	ANTENNA TOWER	N/A	SF	N
384	STORAGE	1755	SF	6
385	SKEET/TRAP BLDG	288	SF	6
397	TENNIS COURT	N/A	SF	N
398	TENNIS COURT	N/A	SF	N
401	THEATER	10824	SF	6
402	GYMNASIUM	30565	SF	1
405	FLAG POLE	N/A	SF	N
407	PLAYING FIELD	N/A	SF	N
413	STORAGE	190	SF	6
445	GARAGE WORKSHOP	4000	SF	6
446	FTC TRAINING STORAGE	400	SF	6
447	BUS STOP SHELTER	N/A	SF	N
448	STORAGE/TRAINING BLDG	672	SF	6
449	COMMUNICATIONS BLDG	12886	SF	6
450	ADMINISTRATIVE OFFICES	71414	SF	4
452	BEQ	180185	SF	3
453	BEQ	180185	SF	6
454	ARMORY STORAGE	1107	SF	6
458	PYROTECHNICS MAGAZINE	256	SF	6
459	SKEET RANGE	100	SF	6
461	FTC ADMINISTRATIVE OFFICES	42053	SF	5
462	FTC ADMINISTRATIVE OFFICES	2305	SF	5

Technical Exhibit 4-1(Continued)
Building Maintenance Services
List of Government Facilities

FACILITY NUMBER	FACILITY NAME	QUANTITY	UNIT	CARETAKER MAINTENANCE LEVEL
463	FTC GAS CHAMBER TRAINER	531	SF	5
469	GENERATOR BLDG.	1225	SF	4
470	SALUTING BATTERY GUN MOUNT	N/A		N
472	FLAG POLE	N/A		N
473	FLAG POLE BLDG 450	N/A		N
474	FLAG POLE	N/A		N
475	FLAG POLE BLDG 257	N/A		N
478	BASKETBALL CT (B363)	N/A		N
480	LITTLE LEAGUE TOILET	308	SF	6
481	INCINERATOR (B4490	361	SF	6
483	REFRESHMENT STAND	240	SF	6
485	LITTLE LEAGUE FIELD	N/A		N
492	PICNIC AREA.	N/A		N
496	MARINA HARBOR MAST	780	SF	2
497	FITNESS CENTER	5760	SF	1
498	ELECTRONIC COMMUNICATION STRUCTURE	N/A	SF	N
502	CHILDCARE	10123	SF	1
570	ENVIRONMENTAL OFFICE/STORAGE	3884	SF	1
572	ENVIRONMENTAL OFFICE/STORAGE	2002	SF	1
600	FTC FS ACADEMIC/ ADMINISTRATIVE OFFICE	7700	SF	5
605	FTC FS PUMP TRAINING FACILITY	6210	SF	5
606	FTC FS ADVANCE SHIPBOARD	8100	SF	5
607	SHOP STORAGE	150	SF	5
608	FTC FS SHIPBOARD BILGE 19F	6000	SF	5
609	FTC FS SHIPBOARD BERTHING	6000	SF	5

Technical Exhibit 4-1(Continued)
Building Maintenance Services
List of Government Facilities

FACILITY NUMBER	FACILITY NAME	QUANTITY	UNIT	CARETAKER MAINTENANCE LEVEL
610	FTC FS EQUALIZATION TANK	N/A	SF	5
611	FTC FS EQUALIZATION TANK		SF	5
612	FTC FS AVIATION FIRE FIGHTING 19F4	14784	SF	5
613	FTC FS GENERAL SHIPBOARD	6000	SF	5
614	FTC FS SHIPBOARD GALLEY	6000	SF	5
615	FTC FS UTILITY BLDG	600	SF	5
616	FTC FS AVIATION F/F 19F4	448	SF	5
617	FTC FS P-250 TRAINER	N/A		5
618	FTC FS PROPANE FARM	N/A		5
670	BRIG FACILITY	25110	SF	5
671	BRIG SHOP	1200	SF	5
690	ELECTRONIC BILLBOARD	45	SF	1
2162	RV STORAGE	58140	SF	6
261 A	BOWLING ALLEY	20000	SF	6
261 B	SKATELAND/POOL	38830	SF	6
P1	PIER	10832	SF	3
P12	SMALL CRAFT PIER	2000	SF	4
P2	MARINA PIER	7000	SF	2
P23	FISHING PIER	3675	SF	1
	MISC OPEN STORAGE	71645	SY	6
	SMALL CRAFT BERTH	200	FB	5

Technical Exhibit 4-1(Continued)
Building Maintenance Services
List of Government Facilities

FACILITY NUMBER	FACILITY NAME	QUANTITY	UNIT	CARETAKER MAINTENANCE LEVEL
	COMPRESSED AIR DISTRIBUTION	1380	LF	1
103	DISTILLED OIL STORAGE	221886	GA	6
104	DISTILLED OIL STORAGE	221886	GA	6
	DISTILLED OIL STORAGE	500	GA	6
	DISTILLED OIL STORAGE	1000	GA	6
	DISTILLED OIL STORAGE	2000	GA	6
	DISTILLED OIL STORAGE	1000	GA	6
105	SHELTER MISC PIPE BLDG	91	SF	6
264	MAINTENANCE SHOP/STORAGE/OFFICES	21107	SF	1
292	HAZ/MAT-GAP STORAGE PWC PEST CONTROL CHEMICAL STORAGE	7368	SF	6
455	STEAM HEAT BLDG	1620	SF	6
550	STEAM HEAT BLDG	900	SF	6
540	STEAM HEAT BLDG	1600	SF	6
530	MISC UTILITY PLANT BLDG	5280	SF	6
	POL PIPELINE	7	MI	6
	STEAM LINES	60923	LF	6
	STEAM LINES	940	LF	6
	STEAM LINES	360	LF	6
	STEAM LINES	110	LF	6
	STEAM LINES	140	LF	6
	CONDENSATE LINE	610	LF	6
	CONDENSATE LINES	58322	LF	6
	HEAT PLANT	0.74	MB	6
	HEAT PLANT	14	MB	6
	HEAT PLANT	150	MB	6
	HEAT PLANT	306	MB	6
	MOORING DOLPHIN	1	EA	N
	LANDING CRAFT RAMP	1	EA	N
	SEAWALLS	19050	LF	1
	BREAKWATER	460	LF	1

Technical Exhibit 4-1(Continued)
Building Maintenance Services
List of Government Facilities

FACILITY NUMBER	FACILITY NAME	QUANTITY	UNIT	CARETAKER MAINTENANCE LEVEL
1	WHITTING WAY	6786	SF	5
2	WHITTING WAY	4995	SF	5
3	WHITTING WAY	3901	SF	5
4	WHITTING WAY	3884	SF	3
5	WHITTING WAY	3899	SF	3
6	WHITTING WAY	3380	SF	3
7	WHITTING WAY	3396	SF	3
10	MCALLA ROAD	2398	SF	3
60	A-B YERBA BUENA ROAD	768	SF	3
60	A-B YERBA BUENA ROAD	1648	SF	3
61	A-B YERBA BUENA ROAD	2589	SF	3
62	MACALLA ROAD	4829	SF	3
66	A-H YERBA BUENA ROAD	9344	SF	3
66X	A-H YERBA BUENA ROAD DETACHED GARAGE	6160	SF	3
83	GARAGE/STEWARDS QUARTERS	1024	SF	3
83	GARAGE/STEWARDS QUARTERS	543	SF	3
105	A-B FOREST ROAD	2783	SF	3
106	A-B FOREST ROAD	2523	SF	3
103	A-B FOREST ROAD	2523	SF	3
111	A-B FOREST ROAD	2244	SF	3
113	A-B FOREST ROAD	2244	SF	3
115	A-B FOREST ROAD	2244	SF	3
205	GARAGE	1617	SF	3
206	GARAGE/SERVANTS QTRS	606	SF	3
206	GARAGE/SERVANTS QTRS	606	SF	3
207	GARAGE QTRS-9	299	SF	3
221	GARAGE	6482	SF	3
230	GARAGE/GUEST HOUSE/QTRS 1	782	SF	3
230	GARAGE/GUEST HOUSE/QTRS 1	782	SF	3
240	A-M MACALLA ROAD	11204	SF	3
240	A-M MACALLA ROAD	12962	SF	3
253	GARDENERS TOOL SHED	250	SF	3
254	GARDENERS TOOL SHED	187	SF	3
267	GARAGE	300	SF	3
276	WASH HOUSE/QTRS 60-61	140	SF	3

Technical Exhibit 4-1(Continued)
Building Maintenance Services
List of Government Facilities

FACILITY NUMBER	FACILITY NAME	QUANTITY	UNIT	CARETAKER MAINTENANCE LEVEL
300	A-H NIMITZ DRIVE	11392	SF	2
303	A-H NIMITZ DRIVE	5952	SF	2
304	A-H NIMITZ DRIVE	11904	SF	2
324	A-D YERBA BUENA ROAD	6388	SF	2
325	A-D YERBA BUENA ROAD	6696	SF	2
326	A-B YERBA BUENA ROAD	3348	SF	2
327	A-B YERBA BUENA ROAD	3194	SF	2
328	A-D YERBA BUENA ROAD	6696	SF	2
329	A-B YERBA BUENA ROAD	3194	SF	2
331	A-B YERBA BUENA ROAD	3194	SF	2
1100	A-F 13TH STREET	7680	SF	3
1101	A-H 13TH STREET	10240	SF	3
1105	A-H 13TH STREET	10112	SF	3
1106	A-D 13TH STREET	5160	SF	3
1107	A-F 13TH STREET	8070	SF	3
1108	A-D 13TH STREET	5160	SF	3
1109	A-F 13TH STREET	8070	SF	3
1110	A-D 13TH STREET	4992	SF	3
1117	A-D 13TH STREET	5160	SF	3
1116	A-F 13TH STREET	7680	SF	3
1115	A-H 13TH STREET	10240	SF	3
1114	A-D 13TH STREET	5160	SF	3
1113	A-H 13TH STREET	11020	SF	3
1112	A-D 13TH STREET	4992	SF	3
1111	A-D 13TH STREET	5160	SF	3
1118	A-D 13TH STREET	5160	SF	3
1119	A-H LESTER COURT	11020	SF	4

Technical Exhibit 4-1(Continued)
Building Maintenance Services
List of Government Facilities

FACILITY NUMBER	FACILITY NAME	QUANTITY	UNIT	CARETAKER MAINTENANCE LEVEL
1120	A-D REEVES COURT	5160	SF	4
1121	A-F LESTER COURT	7680	SF	4
1122	A-F REEVES COURT	76280	SF	4
1123	A-D LESTER COURT	5900	SF	4
1124	A-F REEVES COURT	7680	SF	4
1125	A-H LESTER COURT	11020	SF	4
1126	A-H REEVES COURT	11020	SF	4
1127	A-H LESTER COURT	10240	SF	4
1128	A-D REEVES COURT	4992	SF	4
1129	A-H MASON COURT	10630	SF	4
1131	A-F MASON COURT	7680	SF	4
1133	A-H MASON COURT	11020	SF	4
1135	A-H MASON COURT	10240	SF	4
1137	A-D MASON COURT	4992	SF	4
1139	A-F OZBOURN COURT	7680	SF	4
1141	A-F OZBOURN COURT	7680	SF	4
1143	A-F OZBOURN COURT	7680	SF	4
1145	A-F OZBOURN COURT	8460	SF	4
1147	A-H OZBOURN COURT	11020	SF	4
1149	A-D OZBOURN COURT	4992	SF	4

Technical Exhibit 4-1(Continued)
Building Maintenance Services
List of Government Facilities

FACILITY NUMBER	FACILITY NAME	QUANTITY	UNIT	CARETAKER MAINTENANCE LEVEL
1201	A-F BAYSIDE DRIVE	9240	SF	4
1202	A-F MARINER DRIVE	9240	SF	4
1203	A-D BAYSIDE DRIVE	5220	SF	4
1204	A-F MARINER DRIVE	9240	SF	4
1205	A-F BAYSIDE DRIVE	8704	SF	4
1207	A-F BAYSIDE DRIVE	9240	SF	4
1208	A-F MARINER DRIVE	9240	SF	4
1209	A-H BAYSIDE DRIVE	11880	SF	4
1210	A-D MARINER DRIVE	6720	SF	4
1211	A-F BAYSIDE DRIVE	9240	SF	4
1212	A-F MARINER DRIVE	9240	SF	4
1213	A-F BAYSIDE DRIVE	9240	SF	4
1214	A-F GATEVIEW AVE COURT	9240	SF	3
1215	A-F BAYSIDE DRIVE	9240	SF	4
1216	A-H GATEVIEW AVE COURT	11880	SF	3
1217	A-F MARINER DRIVE	9240	SF	4
1218	A-F GATEVIEW AVE COURT	9240	SF	3
1219	A-F MARINER DRIVE	9240	SF	4
1220	A-H BAYSIDE DRIVE	11880	SF	4
1221	A-F MARINER DRIVE	9240	SF	4
1222	A-F BAYSIDE DRIVE	9240	SF	4
1223	A-F MARINER DRIVE	9240	SF	4
1224	A-F BAYSIDE DRIVE	9240	SF	4
1225	A-F NORTH POINT DRIVE	9240	SF	4
1226	A-H BAYSIDE DRIVE	11880	SF	4

Technical Exhibit 4-1(Continued)
Building Maintenance Services
List of Government Facilities

FACILITY NUMBER	FACILITY NAME	QUANTITY	UNIT	CARETAKER MAINTENANCE LEVEL
1227	A-F NORTH POINT DRIVE	9240	SF	4
1228	A-F GATEVIEW AVE COURT	9240	SF	4
1229	A-F NORTH POINT DRIVE	8704	SF	4
1230	A-F GATEVIEW AVE COURT	9240	SF	4
1231	A-F NORTH POINT DRIVE	9240	SF	4
1232	A-F NORTH POINT DRIVE	9240	SF	4
1233	A-F NORTH POINT DRIVE	9240	SF	4
1234	A-F NORTH POINT DRIVE	9240	SF	4
1235	A-F NORTH POINT DRIVE	8704	SF	4
1236	A-H NORTH POINT DRIVE	11880	SF	4
1237	A-F NORTH POINT DRIVE	9240	SF	4
1238	A-F NORTH POINT DRIVE	9240	SF	4
1239	A-H NORTH POINT DRIVE	11880	SF	4
1240	A-F NORTH POINT DRIVE	9240	SF	4
1241	A-F NORTH POINT DRIVE	9240	SF	4
1242	A-F NORTH POINT DRIVE	9240	SF	4
1243	A-F NORTH POINT DRIVE	8704	SF	4
1244	A-H NORTH POINT DRIVE	11880	SF	4
1245	A-F NORTH POINT DRIVE	9240	SF	4
1246	A-H GATEVIEW AVE COURT	11880	SF	4
1247	A-F EXPOSITION DRIVE	9240	SF	3
1248	A-H GATEVIEW AVENUE	11880	SF	4
1249	A-F EXPOSITION DRIVE	9240	SF	3
1250	A-F EXPOSITION DRIVE	9240	SF	3
1251	A-H EXPOSITION DRIVE	11880	SF	3
1252	A-F EXPOSITION DRIVE	9240	SF	3
1253	A-F EXPOSITION DRIVE	9240	SF	3
1254	A-F EXPOSITION DRIVE	9240	SF	3

Technical Exhibit 4-1(Continued)
Building Maintenance Services
List of Government Facilities

FACILITY NUMBER	FACILITY NAME	QUANTITY	UNIT	CARETAKER MAINTENANCE LEVEL
1201-X	CARPORT/EM FAMILY HOUSING	1260	SF	4
1202-X	CARPORT/EM FAMILY HOUSING	460	SF	4
1202Y	CARPORT/EM FAMILY HOUSING	860	SF	4
1203X	CARPORT/EM FAMILY HOUSING	860	SF	4
1204X	CARPORT/EM FAMILY HOUSING	460	SF	4
1204Y	CARPORT/EM FAMILY HOUSING	860	SF	4
1205X	CARPORT/EM FAMILY HOUSING	460	SF	4
1205Y	CARPORT/EM FAMILY HOUSING	860	SF	4
1206X	CARPORT/EM FAMILY HOUSING	1260	SF	4
1207X	CARPORT/EM FAMILY HOUSING	460	SF	4
1207Y	CARPORT/EM FAMILY HOUSING	860	SF	4
1208X	CARPORT/EM FAMILY HOUSING	1260	SF	4
1209X	CARPORT/EM FAMILY HOUSING	860	SF	4
1209Y	CARPORT/EM FAMILY HOUSING	860	SF	4
1210X	CARPORT/EM FAMILY HOUSING	860	SF	4
1211X	CARPORT/EM FAMILY HOUSING	460	SF	4
1211Y	CARPORT/EM FAMILY HOUSING	860	SF	4
1212X	CARPORT/EM FAMILY HOUSING	460	SF	4
1212Y	CARPORT/EM FAMILY HOUSING	860	SF	4
1213X	CARPORT/EM FAMILY HOUSING	460	SF	4
1213Y	CARPORT/EM FAMILY HOUSING	860	SF	4
1214X	CARPORT/EM FAMILY HOUSING	460	SF	3

Technical Exhibit 4-1(Continued)
Building Maintenance Services
List of Government Facilities

FACILITY NUMBER	FACILITY NAME	QUANTITY	UNIT	CARETAKER MAINTENANCE LEVEL
1214Y	CARPORT/EM FAMILY HOUSING	860	SF	3
1215X	CARPORT/EM FAMILY HOUSING	1260	SF	4
1216X	CARPORT/EM FAMILY HOUSING	860	SF	3
1216Y	CARPORT/EM FAMILY HOUSING	860	SF	3
1217X	CARPORT/EM FAMILY HOUSING	860	SF	4
1217Y	CARPORT/EM FAMILY HOUSING	460	SF	4
1218X	CARPORT/EM FAMILY HOUSING	860	SF	3
1218Y	CARPORT/EM FAMILY HOUSING	460	SF	3
1219X	CARPORT/EM FAMILY HOUSING	1260	SF	4
1220X	CARPORT/EM FAMILY HOUSING	860	SF	4
1220Y	CARPORT/EM FAMILY HOUSING	860	SF	4
1221X	CARPORT/EM FAMILY HOUSING	1260	SF	4
1222X	CARPORT/EM FAMILY HOUSING	860	SF	4
1222Y	CARPORT/EM FAMILY HOUSING	460	SF	4
1223X	CARPORT/EM FAMILY HOUSING	460	SF	4
1223Y	CARPORT/EM FAMILY HOUSING	0	SF	4
1224X	CARPORT/EM FAMILY HOUSING	860	SF	4
1224Y	CARPORT/EM FAMILY HOUSING	460	SF	4

Technical Exhibit 4-1(Continued)
Building Maintenance Services
List of Government Facilities

FACILITY NUMBER	FACILITY NAME	QUANTITY	UNIT	CARETAKER MAINTENANCE LEVEL
1225X	CARPORT/EM FAMILY HOUSING	1260	SF	4
1226X	CARPORT/EM FAMILY HOUSING	860	SF	4
1226Y	CARPORT/EM FAMILY HOUSING	860	SF	4
1229X	CARPORT/EM FAMILY HOUSING	860	SF	4
1229Y	CARPORT/EM FAMILY HOUSING	460	SF	4
1230X	CARPORT/EM FAMILY HOUSING	1260	SF	4
1231X	CARPORT/EM FAMILY HOUSING	460	SF	4
1231Y	CARPORT/EM FAMILY HOUSING	860	SF	4
1232X	CARPORT/EM FAMILY HOUSING	1260	SF	4
1233X	CARPORT/EM FAMILY HOUSING	860	SF	4
1233Y	CARPORT/EM FAMILY HOUSING	460	SF	4
1234X	CARPORT/EM FAMILY HOUSING	1260	SF	4
1235X	CARPORT/EM FAMILY HOUSING	860	SF	4
1235Y	CARPORT/EM FAMILY HOUSING	460	SF	4
1236X	CARPORT/EM FAMILY HOUSING	860	SF	4
1236Y	CARPORT/EM FAMILY HOUSING	860	SF	4
1237X	CARPORT/EM FAMILY HOUSING	460	SF	4
1237Y	CARPORT/EM FAMILY HOUSING	860	SF	4
1238X	CARPORT/EM FAMILY HOUSING	860	SF	4

Technical Exhibit 4-1(Continued)
Building Maintenance Services
List of Government Facilities

FACILITY NUMBER	FACILITY NAME	QUANTITY	UNIT	CARETAKER MAINTENANCE LEVEL
1238Y	CARPORT/EM FAMILY HOUSING	460	SF	4
1239X	CARPORT/EM FAMILY HOUSING	860	SF	4
1239Y	CARPORT/EM FAMILY HOUSING	860	SF	4
1240X	CARPORT/EM FAMILY HOUSING	1260	SF	4
1241X	CARPORT/EM FAMILY HOUSING	460	SF	4
1241Y	CARPORT/EM FAMILY HOUSING	860	SF	4
1242X	CARPORT/EM FAMILY HOUSING	1260	SF	4
1243X	CARPORT/EM FAMILY HOUSING	460	SF	4
1243Y	CARPORT/EM FAMILY HOUSING	860	SF	4
1244X	CARPORT/EM FAMILY HOUSING	860	SF	4
1244Y	CARPORT/EM FAMILY HOUSING	860	SF	4
1245X	CARPORT/EM FAMILY HOUSING	1260	SF	4
1246Y	CARPORT/EM FAMILY HOUSING	860	SF	4
1247X	CARPORT/EM FAMILY HOUSING	1260	SF	3
1248X	CARPORT/EM FAMILY HOUSING	860	SF	4
1248Y	CARPORT/EM FAMILY HOUSING	860	SF	4
1249X	CARPORT/EM FAMILY HOUSING	460	SF	3
1249Y	CARPORT/EM FAMILY HOUSING	860	SF	3
1250X	CARPORT/EM FAMILY HOUSING	860	SF	3
1250Y	CARPORT/EM FAMILY HOUSING	460	SF	3

Technical Exhibit 4-1(Continued)
Building Maintenance Services
List of Government Facilities

FACILITY NUMBER	FACILITY NAME	QUANTITY	UNIT	CARETAKER MAINTENANCE LEVEL
1251X	CARPORT/EM FAMILY HOUSING	860	SF	3
1251Y	CARPORT/EM FAMILY HOUSING	860	SF	3
1252X	CARPORT/EM FAMILY HOUSING	1260	SF	3
1253X	CARPORT/EM FAMILY HOUSING	1260	SF	3
1254X	CARPORT/EM FAMILY HOUSING	1260	SF	3
1246X	CARPORT/EM FAMILY HOUSING	860	SF	4
1301	A-D GATEVIEW AVENUE	6936	SF	3
1302	A-F AVENUE B	10404	SF	3
1303	A-F GATEVIEW AVENUE	10404	SF	3
1304	A-F AVENUE B	10404	SF	3
1305	A-D GATEVIEW AVENUE	6936	SF	3
1306	A-F GATEVIEW AVENUE	10404	SF	3
1307	A-F GATEVIEW AVENUE	10404	SF	3
1308	A-F GATEVIEW AVENUE	10404	SF	3
1309	A-F GATEVIEW AVENUE	10404	SF	3
1310	A-F GATEVIEW AVENUE	10404	SF	3
1311	A-F GATEVIEW AVENUE	10404	SF	3
1312	A-F GATEVIEW AVENUE	10404	SF	3
1313	A-F GATEVIEW AVENUE	10404	SF	4
1314	A-D GATEVIEW AVENUE	6936	SF	3
1315	A-F GATEVIEW AVENUE	10404	SF	4
1316	A-F GATEVIEW AVENUE	10404	SF	3
1317	A-F GATEVIEW AVENUE	10404	SF	4
1318	A-F GATEVIEW AVENUE	10404	SF	3
1319	A-F WESTSIDE DRIVE	10404	SF	4
1321	A-F WESTSIDE DRIVE	10404	SF	4
1323	A-F WESTSIDE DRIVE	10404	SF	4
1325	A-D WESTSIDE DRIVE	6936	SF	4

Technical Exhibit 4-1(Continued)
Building Maintenance Services
List of Government Facilities

FACILITY NUMBER	FACILITY NAME	QUANTITY	UNIT	CARETAKER MAINTENANCE LEVEL
1400	A-F CHINOOK CT	9390	SF	3
1401	A-F CHINOOK CT	9390	SF	3
1402	A-F CHINOOK CT	9390	SF	3
1403	A-F CHINOOK CT	9390	SF	3
1404	A-F CHINOOK CT	9390	SF	3
1405	A-F CHINOOK CT	9390	SF	3
1406	A-F CHINOOK CT	9390	SF	3
1408	A-F CHINOOK CT	9390	SF	3
1409	A-F CHINOOK CT	9390	SF	3
1410	A-F CHINOOK CT	9390	SF	3
1411	A-F CHINOOK CT	9390	SF	3
1412	A-F CHINOOK CT	9390	SF	3
1413	A-F CHINOOK CT	9390	SF	3
1418	A-F CHINOOK CT	9390	SF	3
1419	A-F CHINOOK CT	9390	SF	3
1420	A-F CHINOOK CT	9390	SF	3
1430	A-F CHINOOK CT	9390	SF	2
1431	A-F CHINOOK CT	9390	SF	2
1432	A-F CHINOOK CT	9390	SF	2
1433	A-F CHINOOK CT	9390	SF	2
1434	A-F CHINOOK CT	9390	SF	2
1435	A-F CHINOOK CT	9390	SF	2
1436	A-F CHINOOK CT	9390	SF	2
1438	A-F CHINOOK CT	9390	SF	2
1439	A-F CHINOOK CT	9390	SF	2
1440	A-F CHINOOK CT	9390	SF	2
1441	A-F CHINOOK CT	9390	SF	2
1442	A-D CHINOOK CT	5644	SF	2
1443	A-F CHINOOK CT	9390	SF	2
1444	A-F CROAKER CT	9390	SF	2
1445	A-F CHINOOK CT	9390	SF	2
1447	A-D CHINOOK CT	5644	SF	2
1449	A-F CROAKER CT	9390	SF	2

Technical Exhibit 4-1(Continued)
Building Maintenance Services
Government Furnished Property/Equipment

The following property of the Government shall be used by the Caretaker in the implementation of this function:

Item	Description	Property #
001	Shop shear machine	M9900094
002	Roller, large	M9900102
003	Punch press	M9900095
004	Shear, punch	M9900105
005	Shop shear machine	M9900093
006	Crimper	MO01037
007	Roller, 24-inch	M9900100
008	Welder	M9900109
009	Grinder, 14-inch	M9900110
010	Lathe/threader	M9900111
011	Oven, weld rod	M011452
012	Saw, cutoff	M9900123
013	Drill	M9900099
014	Crimper	M9900101
015	Shop shear machine	M9900092
016	Pipe threader	M9900106
017	Pipe threader	M9900146
018	Sander	M9900121
019	Saw, radial arm	M9900116
020	Band saw	M9900120
021	Table saw	M9900114
022	Planer	M9900117
023	Cutter, mortiser	M9900118
024	Shaper	M9900113
025	Joiner	M9900119
026	Drill press	M9900115
027	Grinder, 10-inch	M9900085
028	Drill press	M9900087
029	Grinder, 6-inch	M9900088
030	Hacksaw, 15-inch	M9900079
031	Drill press	M9900082
032	Grinder, 6-inch	M9900081
033	Band saw	M9900078
034	Stryco welder	M001031

Technical Exhibit 4-1(Continued)
Building Maintenance Services
Government Furnished Property/Equipment

035	Lathe	M9900091
036	Hydraulic press	M9900090
037	Milling machine	USN 60028011982
038	Grinder	M9900080

Function Annex 5
ROADS AND GROUNDS MAINTENANCE SERVICES

5.1 Description

- 5.1.1. Roads and grounds maintenance services for the closed Naval Station (NS) Treasure Island includes management, supervision, and work execution required to provide caretaker level maintenance and repair to paved roadways and improved grounds. The roads maintenance function includes asphalt repair, concrete repair, street striping, street sweeping, traffic signage repair, and sidewalk repairs. The grounds function includes grass cutting, irrigation, weed control, tree trimming and removal, litter control, and perimeter fence repairs.
- 5.1.2. Roads and grounds maintenance services include coverage of the entire closed NS. Roads and grounds maintenance services shall not be provided for the USCG under this agreement.
- 5.1.3. Roads and grounds maintenance services begin under this agreement on 1 October 1997.

5.2 Concept of Operations

- 5.2.1. The Caretaker shall perform roads and grounds maintenance work on the entire closed base in accordance with City standards in two levels:
 - Level A is the standard level of maintenance used for areas with public access and active interim reuse in the local area.
 - Level B is the level of maintenance used in areas of little to no public access with no interim reuse in the local area.
- 5.2.2. As discussed in Annex 4, the Caretaker shall provide a Facility Manager who shall manage all functions related to Roads and Grounds Maintenance and Building Maintenance.
- 5.2.3. As discussed in Annex 4, the Caretaker shall provide Facility Inspectors who shall execute the facility inspection program in conjunction with the Navy CSO staff. The Facility Inspectors shall work directly for the Facility Manager. The Facility Inspectors shall work primarily from an office collocated with the Facility Manager.

- 5.2.4. As discussed in Annex 4, the Caretaker shall work cooperatively with the Navy CSO staff in the execution of work associated with this function. The CSO shall contribute approximately two work years of effort in the execution of the facility inspection function.
- 5.2.5. The Caretaker shall perform the majority of the work effort of this function using contracted support through the City Public Works Department.
- 5.2.6. The Caretaker and the Navy shall work cooperatively to minimize/eliminate operations and maintenance costs for roads and grounds which serves those areas of the closed NS that have limited or no reuse potential.
- 5.2.7. The Caretaker shall request and obtain advance approval from the Navy Caretaker Site Office for any planned repairs estimated to be in excess of \$5,000. If an emergency repair is required, the Caretaker may proceed to secure the emergency without prior approval.
- 5.2.8. The Caretaker shall provide all supplies and equipment necessary to perform the building maintenance service, except as indicated in 5.4 below.
- 5.2.9. The Caretaker execution workforce shall occupy and use the City Department of Public Works spaces in Public Works Department spaces in Building 264 as a local shop and storage space.
- 5.2.10. The Caretaker shall develop a detailed "Roads and Grounds Maintenance Implementation Plan" including information on the roads and grounds inspection process, the work ordering process, the quality control process, and the safety plan. The Caretaker shall submit the Roads and Grounds Implementation Plan for approval to the Navy by 15 September 1997.

5.3 Plan for Future Conveyance

(not applicable)

5.4 Government Furnished Property/Equipment

Technical Exhibit 5-1 is a list of government furnished property and/or equipment (GFP/GFE) that the Navy shall provide to the Caretaker for performing this function.

(Note: Technical Exhibit 5-1 is not yet available. This exhibit shall be developed and added to this agreement by 1 September 1997.

Technical Exhibit 5-1
Roads and Grounds Maintenance Services
List of Government Facilities

FACILITY NUMBER	FACILITY NAME	QUANTITY	UNIT	CARETAKER MAINTENANCE LEVEL
	ROADS	53.88	MI	1
	SECURITY FENCE/WALL	47900	LF	1
	SIDEWALK	76569	SY	1
	OTHER PAVED AREA	514337	SY	1

Technical Exhibit 5-1 (Continued)
Roads and Grounds Maintenance Services
Government Furnished Property

The following property of the Government shall be used by the Caretaker in the implementation of this function:

Item	Description	Model/ID	Property #
001	Signature riding mower	14.4HP	60028-10635
002	Signature riding mower	14.4HP	60028-10636
003	Kubota tractor-loader	B7100HST	10427
004	Kubota tractor bucket	N/A	10429
005	Gearmore box scraper	GBSE48-0	10580
006	Landpride grasscutter	FDR1548	10576
007	Kelley backhoe attachment	B10	10428
008	Gearmore scrapper blade	GB5	10426
009	Chipper/mulcher	Diadem12082951	13815
010	Trencher master	N/A	10644

Function Annex 6
UTILITIES SERVICES

6.1. Description

- 6.1.1. The Utilities Services function provides electric, natural gas, sanitary sewer and sewage treatment and storm sewer operation and maintenance services to the closed NS. A detailed breakdown of components of these systems are provided in the subsequent portions of this annex.

6.2. Concept of Operations

- 6.2.1. **General:** The Caretaker will operate and maintain utility systems at Treasure Island and Yerba Buena Island, as described in paragraph 6.3, below, including electric, natural gas, water, sanitary sewer, storm sewer and sewage treatment systems. The Caretaker will defray associated costs through revenues generated by charging Navy authorized rates to non-Navy users of utilities services. The Navy will reimburse the Caretaker for any shortfall generated due to failure of revenues to meet the costs of O&M up to the agreed upon budget amount

- 6.2.2. **Utilities Purchase:** The Caretaker will be responsible for purchase of all natural gas and water consumed on TI and YBI and for purchase of electric power provided to the east water pump station serving the base. Electric power delivered via the Navy owned Davis Substation in Oakland, or through PG&E owned facilities in San Francisco will be purchased by the Navy.

6.2.3. Billing and Payment for Utilities Consumption:

- 6.2.3.1. **Billing Non-Navy Tenants:** The Caretaker will be responsible for billing and obtaining payment from all Lessees, Licensees and non-Navy Federal activities the Navy may permit to receive utilities services on the base. Charges to these tenants for use of electricity, natural gas, water and sewer service will be determined by the Caretaker by applying rates established by the Navy to consumption attributed to each tenant. In general, consumption will be read from meters which fully and exclusively measure permitted consumption. Where determined to be more economic, consumption may be determined through engineered estimates prepared by the Caretaker. The volume of sewer discharge from each use by a tenant will be assumed to equal water consumption unless a specific exception is documented in the applicable lease, license or other agreement between the Navy and the tenant.

6.2.3.2. Recovering Funds for Consumption by the Navy

6.2.3.2.1.Natural Gas and Water: The cost of, natural gas and water consumption by the Navy will be a component of Costs for which the Caretaker can be reimbursed under this agreement. Consumption by the Navy will be determined by the Caretaker by subtracting consumption by all non-Navy tenants, as read from applicable meters or as estimated by the Caretaker, from total base consumption as read from suppliers (threshold) meters. Charges to the Navy will reflect actual costs experienced by the Caretaker for purchase from the suppliers.

6.2.3.2.2.Electricity: As noted in paragraph 6.2, the Navy will purchase all electricity consumed on the base. The cost of electricity consumed by Non-Navy users will be recovered by the Caretaker at established rates and used to offset the liability of the Navy for system operation and maintenance costs due under this agreement.

6.2.4. System Extension and Provision of New Service

6.2.4.1.New Services Requested by the Navy and other Federal Users: The Caretaker will provide any extension or alteration of systems along with any metering or service connections requested by the Navy or as approved by the Navy for other Federal users on the base. Costs for such work will be recovered by the Caretaker directly from any Non-Navy Federal user and will not be charged to the Navy. Costs incurred for any such work requested by and executed for the Navy will be reimbursed under this agreement.

6.2.4.2.New Services Required by Lessees or Licensees: The Caretaker may also provide system extensions and alterations along with metering and service connections required to fully and exclusively meter use of water, electricity and natural gas within any premises which may be under license or lease by the Navy during the term of this agreement. Costs for any such work will be recovered by the Caretaker directly from the benefiting Lessee or Licensee and will not be charged to the Navy.

6.3. Systems Definitions, Extent of Caretaker Responsibility

6.3.1. Water System: Facilities to be operated and maintained by the Caretaker under this agreement consist of the existing water delivery facilities at Treasure Island and Yerba Buena Island (TI/YBI) including:

Supply and delivery pipelines, initiating at the supply points for TI/YBI from the City of San Francisco to the west and the East Bay Municipal Utility District (EBMUD) to the east.

Water storage and chlorination facilities

Water pumping stations on TI/YBI

The water pumping station on the east side of the Bay Bridge specifically dedicated to the supply pipeline to TI/YBI

All supply lines that cross through or under any leased or non-leased building or facility that do not serve that building or facility.

For metered buildings and facilities; Caretaker responsibility ends at the first valve or meter upstream of the building or facility.

For buildings and Facilities which are not metered; Caretaker responsibility will include all supply lines and water system facilities up to five (5) feet of any building or facility.

6.3.2. Sanitary Sewer System: Facilities to be operated and maintained by the Caretaker consist of the existing sanitary sewer collection and treatment facilities at TI/YBI, including:

Waste water treatment plant, including all facilities within the perimeter fence of the plant and including the outfall.

Waster water pumping stations

Mainline sewers

Forced mains

Collection and service sewers to the limit of leaseholding for leased facilities.

For buildings and facilities which are not leased or otherwise occupied, or which are in use by the Navy or Navy Customers; Collection and service sewers to either [a] the last cleanout upstream of the mainline sewer along the service to the building or facility, or [b] to a point five (5) feet from the foundation of the building or facility.

6.3.3. Storm Water System: Facilities to be operated and maintained by the Caretaker consist of the existing storm water collection and discharge facilities at TI/YBI, including:

Storm water collections system

Storm water pumping stations

Storm water outfalls

- 6.3.4. **Natural Gas System:** Natural gas is delivered to TI by a supply line owned by the Pacific Gas and Electric Co. (PG&E). PG&E also owns and operates the main meters and pressure reducing stations at the point of delivery of the island. Under this agreement the Caretaker will be responsible for operations and maintenance of all facilities downstream of PG&E facilities including:

Supply and delivery pipeline downstream of the main meter and pressure reduction station located on TI.

Supply lines to and including that last valve or corporation stop leading to all leased, non-leased, occupied or non, occupied buildings and facilities.

- 6.3.5. **Electrical Distribution System:** Facilities to be operated and maintained by the Caretaker consist of the existing transformation and distribution facilities at TI/YBI, including:

Main underwater supply cable from the Oakland landfall of the cable near the abutment of the Bay Bridge to the main substation on TI.

The main substation on TI.

The distribution system and related equipment between the main substation on TI and the end-users on TI/YBI

For metered buildings and facilities; The Caretaker provides operations and maintenance up to and including the meter.

For buildings and facilities which are not metered or which have dedicated switch gear or transformers at the building or facility, the Caretaker provides operations and maintenance to the low side of the dedicated switch gear or transformer and shall include the dedicated switchgear or transformer.

For buildings and facilities which are not metered and which do not have dedicated switch gear or transformers at building or facility, the Caretaker provides operations and maintenance to the weatherhead, building perimeter, or equipment connection.

6.4. **Organization and Communication**

6.4.1. Caretaker and Navy Representatives: The primary interface between the Caretaker and the Navy for the purpose of coordinating respective day-to-day actions and responsibilities for utilities operations will take place at regular meetings between the Caretaker's Utilities Project Manager (PM) and the designated representative of the Navy Caretaker Site Office (CSO). Meetings will be held among PM and CSO representatives to assure a mutual understanding of the overall utilities operation as well as to request and provide authority as required by this procedure for such actions as scheduled outages and excavations.

6.4.2. Outage Management

6.4.2.1. Scheduled Outages: The following procedure will be used by the Caretaker and Navy to obtain authority for any utility outage not resulting from an emergency or unplanned failure:

6.4.2.2. Caretaker Request: The Caretaker will submit a written request to the CSO for any planned system outage. As a minimum, outage requests will include the following information:

Purpose of the outage

Utilities commodities affected

Buildings and facilities affected

Proposed start and completion dates and times.

Verification that the proposed outage is properly coordinated with non-Navy tenants per paragraph 6.4.2.3, below.

6.4.2.3. Coordination with non-Navy Tenants: The Caretaker will coordinate any planned outage with non-Navy tenants to assure the outage can proceed as planned and scheduled without undue disruption of Tenant's operations.

6.4.2.4. Coordination by the CSO: The CSO will coordinate the outage request with Navy activities and contractors which may be operating on the base and will determine whether the outage can be approved as described on the schedule requested.

6.4.2.5. Approved Outages: In cases in which the outage is acceptable as requested, the CSO will immediately inform the Caretaker. The Caretaker will then notify all tenants and affected Navy users and will execute on the outage at the agreed upon time.

6.4.2.6. Disapproved Outages: In cases in which the outage cannot be approved, the CSO will request acceptable alternatives from those affected and will report this information in writing to the Caretaker. The Caretaker will then revise the outage request accordingly and resubmit per paragraph 6.4.2.2

6.4.2.7. Unscheduled Outages: The Caretaker will immediately report unplanned system outages to the CSO using an established list of contacts for this purpose.

6.4.3. Excavation Management

6.4.3.1. Scheduled Excavations: The following procedure will be used by the Caretaker and Navy to coordinate any excavation not resulting from an emergency or unplanned system failure:

6.4.3.2. Caretaker Request: The Caretaker will submit a written request to the CSO for the proposed excavation. As a minimum excavation requests will include the following information:

Purpose of the excavation

Streets / traffic affected

Buildings and facilities affected

Proposed start and completion dates and times

Verification that all utilities in the vicinity of the proposed excavation have been located and clearly marked.

Verification that the requested excavation is properly coordinated with non-Navy Tenants per paragraph 6.4.3.3, below.

6.4.3.3. Coordination with non-Navy Tenants: The Caretaker will coordinate any planned excavation with non-Navy tenants to assure the outage can proceed as planned and scheduled without undue disruption of Tenant's operations.

6.4.3.4. Coordination by CSO: The CSO will coordinate the excavation request with Navy activities and contractors which may be operating on the base and will determine whether the excavation can proceed as described and on the schedule requested.

6.4.3.5. Approved Excavation Requests: In cases in which the excavation plan is acceptable as proposed the CSO will immediately inform the Caretaker of approval and will provide the Caretaker with any special requirements which may be imposed by the Navy in providing approval. Special considerations may address environmental or other factors. Upon receiving approval, the Caretaker will notify all affected Navy and non-Navy tenants and then perform the excavation and related work at the agreed upon time and in accordance with any special requirements which may be imposed by the CSO.

6.4.3.6. Disapproved Excavation Requests: In cases in which the excavation request cannot be approved, the CSO will request acceptable alternatives from affected Navy activities and will report this information in writing to the Caretaker. The Caretaker will then revise the outage request accordingly and resubmit per paragraph 3.3.1.1.

6.5. Preventive Maintenance

Regularly scheduled preventive maintenance will be executed accordance with standard practices of the Caretaker and in accordance with applicable local, state and Federal regulations. No reporting is required to the Navy on preventive maintenance schedules or execution except general reporting on utilities maintenance status to the CSO as described in paragraph 6.4, Organization and Communication.

6.6. Unscheduled Repairs: In addition to preventive maintenance, the Caretaker will perform repairs which may be determined to be necessary. Repairs will be performed in accordance with the Caretaker's standard practices and will be in compliance with all applicable local, State and Federal regulations. No reporting is required to the Navy on repair requirements or execution except general reporting on utilities maintenance status to the CSO described in paragraph 6.4, Organization and Communication or where

6.7. Trouble Call Response and Reporting

6.7.1. Origin and Reception of Trouble Calls: Trouble calls may derive from Navy or non-Navy tenants on TI or YBI who observe or are affected by a system problem or failure. Calls will be directed to the telephone number established by the Caretaker for this purpose. The Caretaker will assure a receptionist is available at this number 24 hours per day, 365 days per year. Upon receiving a call, the Caretaker will record information provided by the caller and will assure actions is taken to correct the situation described if within the sphere of responsibility of the Caretaker as defined in this agreement. If the problem described by the caller is clearly outside the

responsibility of the Caretaker, the receptionist will so inform the caller. In addition, the receptionist will provide the caller with a unique number which will serve to identify the call and which will be used in making any future inquiries or reports regarding the call.

6.7.2. **Caretaker Points of Contact:** In addition to the telephone number of the Caretaker trouble reception desk, the CSO will maintain a "CALLBACK" list of telephone numbers for Caretaker managers responsible for utilities operations at TI/YBI. This list will include persons at each level of Caretaker management and will be used by the CSO in the circumstances listed below. Individuals on the list will be contacted in the order listed until contact is made and the requisite responsibility accepted:

- 1) Contact cannot be made with the Caretaker trouble reception desk
- 2) In cases of emergency
- 3) In cases in which responses to trouble calls do not occur within a reasonable time.

6.7.3. **Caretaker Trouble Call Reporting:** Upon receiving a request for trouble response, the Caretaker reception desk will issue a Trouble Call (TC) number which will serve as a key identifier for the call and will be used to track and report on response. Both the Caretaker trouble desk and CSO will maintain records of all TC#'s issued along with pertinent details on response and resolution

It is the responsibility of the Caretaker to report status of trouble calls to affected Navy and non-Navy Tenants as required

It is the responsibility of the Caretaker to report on response, key developments, and resolution of each trouble call to the CSO.

6.8. Emergency Response

6.8.1. Emergency requirements

6.8.1.1. **Definition:** Trouble calls from the CSO or other Navy activities to the Caretaker will be designated as EMERGENCY requirements where it has been determined or is suspected that immediate action is required to eliminate a threat to human health, the environment, to protect property or to avoid disruption of essential operations. Situations satisfying these criteria may also be observed directly by Caretaker personnel or may be reported to the Caretaker by means other than the normal trouble reception protocol.

6.8.1.2. Stabilization: However an emergency is reported, the Caretaker will immediately apply personnel and resources at the level needed to stabilize the situation at any time, 24 hours per day, seven days per week.

6.8.1.3. Reporting: It is the responsibility to the Caretaker PM or any authorized delegate of the PM to report emergencies and steps taken to accomplish stabilization to the CSO as early as possible and as significant new information becomes available.

6.8.1.4. Follow-up Work: After the emergency is stabilized, additional work needed to finalize repairs will be scheduled and proceed in accordance with the Caretaker's normal operating procedures.

6.9. Marking Utilities Locations

The Caretaker will locate and clearly mark all electric, natural gas, water, sewer, telephone and steam utilities in any area as may be requested by the CSO or through the established trouble call process to facilitate work by the Navy or others. Requests for marking and response will be handled through the trouble call procedure described in paragraph 6.7, above. In addition, the Caretaker will locate and clearly mark all electric, natural gas, water, sewer, telephone and steam utilities in any area in which the Caretaker proposes performing an excavation (see Excavation Management, paragraph 6.4.3).

6.10. Maintenance of Government Furnished Vehicles

Technical Exhibit 6-1 provides a list of trucks and other wheeled equipment furnished by the Navy for use by the Caretaker in executing the requirements of the Cooperative Agreement. The Caretaker will have full responsibility for operation and maintenance of this equipment in accordance with all applicable local, State and Federal laws and regulations. Use of this equipment by the Caretaker will generally be restricted to work on TI and YBI. The Caretaker may operate the equipment at other locations only to facilitate fueling, maintenance and repair or to execute work which directly supports utilities operations and maintenance on the islands. Vehicles may not be used for work by the Caretaker which is unrelated to requirements at TI and YBI and may not be used by Caretaker employees for personal business or means of traveling from home to work.

6.11. Environmental Permit Management

For the term of the Cooperative Agreement, the Navy will remain permit holder for air quality and water quality permits associated with utility

systems at TI/YBI. The Caretaker will operate utilities in conformance with applicable permits and will perform regular monitoring and reporting required by the permits listed by Technical Exhibit 6-2. The Navy will retain monitoring and reporting responsibility for the storm water discharge permit issued by the California Regional Water Quality Control Board. The Navy will also take any necessary administrative action to amend or extend permits which may be required during the term of the Cooperative Agreement.

6.12. Plan for Future Conveyance

The Caretaker and the Navy shall jointly develop an executable plan to convey the utilities system from the Navy directly to the future owner by not later than the end of term of this agreement (September 1999). This "Utilities System Conveyance Plan" shall be developed by 31 December 1997. The Navy shall also request that the City of San Francisco participate in the development of this plan. The plan shall be of sufficient detail, and have interim milestones, to allow the Navy and the Caretaker to effectively monitor progress

6.13. Government Furnished Property/Equipment

- 6.13.1. Technical Exhibit 6-3 is a list of government furnished property and/or equipment (GFP/GFE) that the Navy will provide to the Caretaker for performing this function.

(Note: Technical Exhibit 6-3 is not yet available. This exhibit will be developed and added to this agreement by 1 September 1997.)

Technical Exhibit 6-1				
Government Owned Vehicles for Use by the Caretaker for Utilities Operations and Maintenance				
item	description	make	year	USN number
01	van, maintenance	Dodge	85	94-22742*
02	truck, maintenance, with utility body		85	94-38641*
03	truck, maintenance, with utility body	Chevrolet	86	94-24039*
04	truck, maintenance, with utility body		85	94-21110*
05	truck, maintenance, with utility body			
06	truck, pickup, 1/2 ton	Dodge	85	94-21917*
07	truck, pickup, 1/2 ton	Chevrolet	88	94-32054*
08	truck, pickup, 1/2 ton	Dodge	88	94-36533*
09	truck, pickup, 1/2 ton	Dodge	89	94-36535*
10	truck, pickup, 1/2 ton	Dodge	89	94-36531*
11	truck, dump, 15 ton	GMC	86	94-40024*
12	step van, maintenance		88	
13	vactor truck		91	54-07961
14	tractor, wheeled, industrial with backhoe and loader		85	48-17220*
15	air compressor, trailer mounted, 125 CFM		79	31-06733
16	electric arc welder, trailer mounted		88	51-76967
17	trailer, cable reel, five reels		71	97-32411

* in possession of the SFPUC as of 24 June 1997

Technical Exhibit 6-2 ENVIRONMENTAL PERMITS FOR WHICH THE CARETAKER WILL PERFORM MONITORING AND REPORTING					
	permit type	issuing agency	permit number	monitoring required?	reporting required ?
01	NPDES permit for waste water treatment plant	California Regional Water Quality Control Board	Order No. 95-126 Permit No. CA0110116	yes	yes
02	Domestic water supply permit	California Health and Welfare Agency Department of Health Services	System No. 3810702	yes	yes
03	Permit to operate natural gas boiler, 5,000K BTU max, Zone V boiler #1	Bay Area Air Quality Management District	Plant # 479, S# 26	yes	yes
04	Permit to operate multi-fuel boiler, 5,000K BTU max, Zone V, boiler #2	Bay Area Air Quality Management District	Plant # 479, S# 27	yes	yes
05	Municipal sewage preliminary treatment	Bay Area Air Quality Management District	Plant # 479, S# 100	yes	yes
06	Municipal sewage preliminary treatment	Bay Area Air Quality Management District	Plant # 479, S# 110	yes	yes
07	Municipal sewage primary treatment	Bay Area Air Quality Management District	Plant # 479, S# 120	yes	yes
08	Municipal sewage flow equalization	Bay Area Air Quality Management District	Plant # 479, S# 130	yes	yes
09	Municipal sewage secondary treatment	Bay Area Air Quality Management District	Plant # 479, S# 140	yes	yes
10	Municipal sewage secondary clarifiers	Bay Area Air Quality Management District	Plant # 479, S# 150	yes	yes
11	Municipal sewage disinfection	Bay Area Air Quality Management District	Plant # 479, S# 170	yes	yes
12	Municipal sewage sludge handling	Bay Area Air Quality Management District	Plant # 479, S# 180	yes	yes
13	Municipal sewage digester gas burners	Bay Area Air Quality Management District	Plant # 479, S# 190	yes	yes

Technical Exhibit 6-3
Electrical Power Services
List of Government Facilities

FACILITY NUMBER	FACILITY NAME	QUANTITY	UNIT	CARETAKER MAINTENANCE LEVEL
	PERIMETER SECURITY LIGHT	6	LF	1
118	TRANSMITTED/ELECTRICAL DISTRIBUTION BLDG	519	SF	1
200	ELECTRICAL DISTRIB/BLDG	225	SF	1
328	ELECTRICAL DISTRIB/BLDG	105	SF	1
424	ELECTRICAL DISTRIB/BLDG	180	SF	1
425	ELECTRICAL DISTRIB/BLDG	90	SF	1
	ELECTRICAL DISTRIB/LINES	28759	LF	1
	ELECTRICAL DISTRIB/ LINES	126203	LF	1
	STREET LIGHTING	30434	LF	1
	TRANSFORMER STATION	250	KV	1
	TRANSFORMER STATION	65071	KV	1
	ELECTRICAL SUBSTATION	1000	KV	1
	ELECTRICAL SUBSTATION	1500	KV	1
	ELECTRICAL SUBSTATION	2500	KV	1
	ELECTRICAL SUBSTATION	1000	KV	1
	ELECTRICAL SUBSTATION	500	KV	1
	TRANSFORMER STATION	250	KV	1
	TRANSFORMER STATION	250	KV	1
	TRANSFORMER STATION	250	KV	1
	TRANSFORMER STATION	250	KV	1
	TRANSFORMER STATION	250	KV	1
	TRANSFORMER STATION	250	KV	1
	TRANSFORMER STATION	250	KV	1
	TRANSFORMER STATION	167	KV	1
	TRANSFORMER STATION	167	KV	1
	TRANSFORMER STATION	167	KV	1
	TRANSFORMER STATION	167	KV	1
	TRANSFORMER STATION	167	KV	1
	TRANSFORMER STATION	167	KV	1
	TRANSFORMER STATION	167	KV	1
	TRANSFORMER STATION	167	KV	1
	TRANSFORMER STATION	167	KV	1
	TRANSFORMER STATION	75	KV	1
	TRANSFORMER STATION	225	KV	1
	TRANSFORMER STATION	225	KV	1
	STAND BY GENERATOR PLANT	450	KW	1
	STREET LIGHTING	2196	LF	1

Technical Exhibit 6-3(Continued)
Water Services
List of Government Facilities

FACILITY NUMBER	FACILITY NAME	QUANTITY	UNIT	CARETAKER MAINTENANCE LEVEL
162	STORAGE TANK/ELEVATED/ POTABLE	2	MG	1
168	STORAGE TANK/ELEVATED/ POTABLE	380310	GA	1
225	WATER DISTRIBUTION BLDG	176	SF	1
227	STORAGE TANK/ELEVATED/ POTABLE	3	MG	1
242	STORAGE TANK/ELEVATED/ POTABLE	1	MG	1
243	WATER DISTRIBUTION BLDG	264	SF	1
255	WATER TREATMENT FACILITY BLDG	234	SF	1
261	WATER TREATMENT FACILITY BLDG	190	SF	1
	WATER DISTRIBUTION/ POTABLE	234944	LF	1

Technical Exhibit 6-3(Continued)
Sanitary Sewer Services
List of Government Facilities

FACILITY NUMBER	FACILITY NAME	QUANTITY	UNIT	CARETAKER MAINTENANCE LEVEL
26	SEWAGE PUMP STATIONS	546	SF	1
271	SEWAGE TREATMENT	900	KG	1
374	SEWAGE PUMP STATIONS	56	SF	1
377	SEWAGE PUMP STATIONS	280	SF	1
378	SEWAGE PUMP STATIONS	63	SF	1
380	SEWAGE PUMP STATIONS	56	SF	1
382	SEWAGE PUMP STATIONS	30	SF	1
390	SEWAGE PUMP STATIONS	120	SF	1
393	SEWAGE PUMP STATIONS	56	SF	1
394	SEWAGE PUMP STATIONS	56	SF	1
395	SEWAGE PUMP STATIONS	48	SF	1
396	SEWAGE PUMP STATIONS	49	SF	1
415	SEWAGE TREATMENT	2025	SF	1
416	SEWAGE TREATMENT	500	KG	1
440	SEWAGE PUMP STATIONS	70	SF	1
443	SEWAGE PUMP	63	SF	1
444	SEWAGE PUMP STATION	70	SF	1
465	SEWAGE TREATMENT BLDG	2600	KG	1
466	SEWAGE TREATMENT BLDG	2600	KG	1
467	SEWAGE TREATMENT BLDG	1300	KG	1
468	SEWAGE TREATMENT BLDG	294	SF	1
520	STEAM HEAT BLDG	1600	SF	1
681	INDUST/WAST TREATMENT BLDG	1350	SF	1

Technical Exhibit 6-3 (Continued)**Sanitary Sewer Services
List of Government Facilities**

FACILITY NUMBER	FACILITY NAME	QUANTITY	UNIT	CARETAKER MAINTENANCE LEVEL
	SANITARY SEWER	142253	LF	1
	COMBINED SEWER	6405	LF	1
	SEWAGE PUMP STATION	50	GM	1
	SEWAGE PUMP STATION	100	GM	1
	SEWAGE PUMP STATION	100	GM	1
	SEWAGE PUMP STATION	100	GM	1
	SEWAGE PUMP STATION	625	GM	1
	SEWAGE PUMP STATION	2500	GM	1
	SEWAGE PUMP STATION	750	GM	1
	SEWAGE PUMP STATION	220	GM	1
	SEWAGE PUMP STATION	300	GM	1
	SEWAGE PUMP STATION	450	GM	1
	SEWAGE PUMP STATION	400	GM	1
	SEWAGE PUMP STATION	240	GM	1
	SEWAGE PUMP STATION	450	GM	1
	SEWAGE PUMP STATION	260	GM	1
	SEWAGE PUMP STATION	400	GM	1
	SEWAGE PUMP STATION	300	GM	1
	SEWAGE PUMP STATION	450	GM	1
	SEWAGE PUMP STATION	250	GM	1
	SEWAGE PUMP STATION	580	GM	1
	SEWAGE PUMP STATION	6000	GM	1
	SEWAGE PUMP STATION	30	GM	1
	OUTFALL SEWAGE LINE	563	KG	1
	OUTFALL SEWAGE LINE	1413	KG	1

Technical Exhibit 6-3(Continued)
Natural Gas Services
Government Furnished Property and Equipment

FACILITY NUMBER	FACILITY NAME	QUANTITY	UNIT	CARETAKER MAINTENANCE LEVEL
	GAS MAINS	55004	CF	1
	GAS STORAGE TANKS	2413	CF	1
	GAS STORAGE TANKS	1263	CF	1
	GAS STORAGE TANKS	2413	CF	1

Technical Exhibit 6-3(Continued)
Storm Water Control Services
List of Government Facilities

FACILITY NUMBER	FACILITY NAME	QUANTITY	UNIT	CARETAKER MAINTENANCE LEVEL
493	STORM WATER LIFT STATION	1	EA	1
	STORM DRAIN PUMPING STATION	2	EA	1
	STORM SEWER	104673	LF	1
	DRAINAGE DITCH	530	LF	1
	STORM WATER DRAIN	14365	LF	1

Technical Exhibit 6-3(Continued)
Utilities Services
Government Furnished Property

The following property of the Government shall be used by the Caretaker in the implementation of this function:

Item	Description	Model/ID	Property #
001	Pipe threader	N/A	BRAC70-7421
002	Air compressor	USN009172	BRAC13797
003	Arc welder	Miller 13854	BRAC230304
004	Diesel generator	60kw,75kva	USN000419
005	Welder, 3kv generator	Hobart	BRAC14007
006	Pallet cart	USN10673	BRAC13941
007	Vactor truck	N/A	54-07961
008	Air compressor, trailer mounted	N/A	31-06733
009	Arc welder, trailer mounted	N/A	51-76967
010	Auger truck	1989	USN9642612
011	Trailer, power cable	N/A	USN9732411
012	Trailer, three reel	N/A	N/A
013	Insulator washer/sewer cleaner	N/A	USN0452640
014	Pole trailer	Hogg & Davis	SN189371310J1011003
015	Trailer, 40 foot	N/A	USN9736140
016	Trailer, 40 foot	N/A	USN9736142

Function Annex 7
PERSONAL PROPERTY MANAGEMENT SERVICES

7.1 Description

- 7.1.1 The Personal Property Management Service for the closed NS Treasure Island includes the management and work execution resources necessary to maintain accountability for government owned personal property remaining at the closed base. The personal property is grouped into several broad categories, including property staged for reuse, property issued for reuse, property issued to the Caretaker to support the cooperative agreement, and property retained by the Navy to support CSO operations.
- 7.1.2 This personal property is stored in various locations throughout the closed NS. Items with a value of greater than \$5,000 are inventoried and listed individually in a personal property data base developed by the Navy. Items of less than \$5,000 are in bulk inventory and listed by bulk line item in the data base.

7.2 Concept of Operations

- 7.2.1 The Caretaker will provide a Personal Property Manager who will manage all functions related to the control and accountability of all remaining government owned personal property, including storage, security, inventory, issue/receipt, and data base maintenance.
- 7.2.2 The Caretaker will work cooperatively with the Navy CSO staff in the execution of work associated with this function. The CSO will contribute approximately one work year of effort in the execution of this function.
- 7.2.3 The Caretaker shall develop a detailed "Personal Property Management Plan" including detailed information on the control and accountability of personal property, addressing storage, security, inventory, issue/receipt, and data base maintenance processes. The Caretaker shall submit the Personal Property Management Plan for approval to the Navy by 1 September 1997.

7.3 Plan for Future Conveyance

- 7.3.1 The Caretaker and the Navy shall jointly develop an executable plan to convey all remaining government owned personal property from the Navy directly to the future owner by not later than the end of term of this agreement (September 1999). This "Personal Property Conveyance Plan" shall be

developed by 31 December 1997. The Navy shall also request that City of San Francisco participate in the development of this plan. The plan shall be of sufficient detail, and have interim milestones, to allow the Navy and the Caretaker to effectively monitor progress.

7.4 Government Furnished Property/Equipment

7.4.1 Technical Exhibit 7-1 is a list of government furnished property and/or equipment (GFP/GFE) that the Navy will provide to the Caretaker for performing this function.

(Note: Technical Exhibit 7-1 is not yet available. This exhibit will be developed and added to this agreement by 1 September 1997.)

Function Annex 8
TELEPHONE CABLE MAINTENANCE SERVICES

8.1 Not Used at this Time

Technical Exhibit 8-1
Telephone Cable Maintenance Services
List of Government Facilities

FACILITY NUMBER	FACILITY NAME	QUANTITY	UNIT	CARETAKER MAINTENANCE LEVEL
1	TELEPHONE LINES	1637	MI	1
	TELECOMMUNICATIONS ROOM	3972	SF	1
	TELEPHONE SWITCH	1	EA	1

Function Annex 9
COOPERATIVE AGREEMENT MANAGEMENT

9.1 Description

9.1.1. The Cooperative Agreement Management function has five primary purposes:

- a. provide dedicated, over-arching execution management of the entire agreement, coordinating execution among Police, Fire, Public Works, City support staff, and City contractors (including utility companies) providing support to this agreement.
- b. coordinate directly as one component of a three-part management team with both the local Navy Engineering Field Activity West (EFA West) representatives and City of San Francisco staff.
- c. provide resources for City general and administrative (G&A) costs incurred by the City in support of this agreement, including senior City management support, personnel administration, legal counsel, information systems support, contracting support, and financial management support.
- d. provide dedicated information system capability to construct and maintain a bridge from Navy controlled information to City controlled information.
- e. provide dedicated financial management capability to ensure all Caretaker costs that are allowable and allocable to this agreement are captured.

9.2 Concept of Operations

9.2.1. The Caretaker shall provide a Cooperative Agreement (CA) Manager to lead and manage the City's efforts under this agreement. This CA manager shall coordinate directly with the Director of City of San Francisco Treasure Island Project Staff, the Director of Public Works, the Chief of Police, the Chief of Fire Department, and other City staff members. The CA Manager shall be the City's primary point of contact to the Navy on all matters related to this agreement.

9.2.2. The CA Manager shall participate in the development of the full range of function management plans. The CA Manager shall ensure the function management plans are carefully developed and submitted for Navy approval by the dates required.

9.2.4. The CA Manager shall have a Information Systems Assistant who shall collect and maintain important data, records, maps, and drawings related to the closed base. This position shall act as a database manager for centralized statistical

information. The position shall provide system administration and security for all Caretaker computer systems related to this agreement.

- 9.2.5. The Caretaker shall develop a detailed "Information Systems Management Plan" and submit the plan for approval to the Navy by 15 September 1997.
- 9.2.6. The CA Manager shall have a full-time Financial Management Assistant who shall establish and maintain an accounting system that shall capture all Caretaker costs related to this agreement and satisfy audit requirements. This position shall administer the process of requesting and receiving reimbursement from the Navy for executing this agreement. This position shall also provide administrative support to the CA Manager.
- 9.2.7. The Caretaker shall develop a detailed "Financial Management and Audit Plan" and submit the plan for approval to the Navy by 15 September 1997.
- 9.2.8. The CA Manager and staff shall work cooperatively with the Navy and City of San Francisco staff to develop integrated management processes to ensure effective and efficient use of resources.
- 9.2.9. The CA Management staff shall collocate with the Navy CSO in Building 1 on the closed NS.

9.3 Plan for Future Conveyance

This function shall end with the completion of this agreement.

9.4 Government Furnished Property/Equipment

Technical Exhibit 9-1 is a list of government furnished property and/or equipment (GFP/GFE) that the Navy shall provide to the Caretaker for performing this function.

(Note: Technical Exhibit 9-1 is not yet available. This exhibit shall be developed and added to this agreement by 1 September 1997.)

Appendix A - Consolidated Cost Estimate

Annex	Function	Total Cost Estimate
1	Law Enforcement Services	250,000
2	Fire Protection & Emergency. Response. Services	500,000
3	Security Services	250,000
4	Building Maintenance Services	858,000
5	Roads and Grounds Maintenance. Services	1,242,000
6	Utilities Services	800,000
7	Personal Property Management Services	0
8	Telephone Cable Maintenance Services	0
9	Cooperative Agreement Management	100,000
Total Estimated Cost		4,000,000

- 5.2.4. As discussed in Annex 4, the Caretaker shall work cooperatively with the Navy CSO staff in the execution of work associated with this function. The CSO shall contribute approximately two work years of effort in the execution of the facility inspection function.
- 5.2.5. The Caretaker shall perform the majority of the work effort of this function using contracted support through the City Public Works Department.
- 5.2.6. The Caretaker and the Navy shall work cooperatively to minimize/eliminate operations and maintenance costs for roads and grounds which serves those areas of the closed NS that have limited or no reuse potential.
- 5.2.7. The Caretaker shall request and obtain advance approval from the Navy Caretaker Site Office for any planned repairs estimated to be in excess of \$5,000. If an emergency repair is required, the Caretaker may proceed to secure the emergency without prior approval.
- 5.2.8. The Caretaker shall provide all supplies and equipment necessary to perform the building maintenance service, except as indicated in 5.4 below.
- 5.2.9. The Caretaker execution workforce shall occupy and use the City Department of Public Works spaces in Public Works Department spaces in Building 264 as a local shop and storage space.
- 5.2.10. The Caretaker shall develop a detailed "Roads and Grounds Maintenance Implementation Plan" including information on the roads and grounds inspection process, the work ordering process, the quality control process, and the safety plan. The Caretaker shall submit the Roads and Grounds Implementation Plan for approval to the Navy by 15 September 1997.

5.3 Plan for Future Conveyance

(not applicable)

5.4 Government Furnished Property/Equipment

Technical Exhibit 5-1 is a list of government furnished property and/or equipment (GFP/GFE) that the Navy shall provide to the Caretaker for performing this function.

(Note: Technical Exhibit 5-1 is not yet available. This exhibit shall be developed and added to this agreement by 1 September 1997.

