

File No. 110289

Committee Item No. 11

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Land Use and Economic Development Date May 2, 2011

Board of Supervisors Meeting Date _____

Cmte Board

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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Amended and Restated Base Closure Homeless Assistance Agmt</u> |
| * <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>TIHDI Transition Housing Plan</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>TIDA Resolution No. 11-21-04/21</u> |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |
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Completed by: Alisa Somera Date April 29, 2011

Completed by: _____ Date _____

An asterisked item represents the cover sheet to a document that exceeds 25 pages.
The complete document can be found in the file.

1 [Homeless Development Initiative Agreement - Treasure Island/Yerba Buena Island]

2
3 **Resolution approving the Amended and Restated Base Closure Homeless Assistance**
4 **Agreement with the Treasure Island Homeless Development Initiative; adopting**
5 **findings that the agreement is consistent with the City's General Plan and the Eight**
6 **Priority Policies of City Planning Code Section 101.1.**

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

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

14 WHEREAS, The United States Department of Defense designated the City and County
15 of San Francisco ("City") as the Local Redevelopment Authority ("LRA") responsible for the
16 conversion of the Base under the federal disposition process; and,

17 WHEREAS, The Board of Supervisors adopted Resolution No. 573-94 on July 2, 1994,
18 electing to be governed by a process prescribed by the Federal Government in the Base
19 Closure Community Redevelopment and Homeless Assistance Act of 1994 (the "Homeless
20 Assistance Act"), which requires the LRA to propose a plan for using Base resources to assist
21 homeless persons as part of its preparation of a strategic land use plan for the reuse and
22 development of the Base; and,

23 WHEREAS, The Homeless Assistance Act requires the LRA to prepare (i) a proposed
24 legally binding agreement that provides for the use of buildings, property and other resources
25 on and off the Base to assist homeless persons in the community, which will become effective

1 after completion of environmental review under the California Environmental Quality Act
2 ("CEQA") and the National Environmental Policy Act; (ii) information regarding how the draft
3 Reuse Plan for the Base addresses homelessness in the community; and (iii) a summary of
4 public comments regarding the above-mentioned documents (collectively, the "Homeless
5 Assistance Submission"); and,

6 WHEREAS, The Treasure Island Homeless Development Initiative ("TIHDI") is a
7 collaborative, consisting of non-profit organizations ("TIHDI Member Organizations"), that was
8 formed in June 1994 for the purpose of utilizing the structural and economic development
9 resources of the Base to fill gaps in the continuum of care for homeless individuals and
10 families in the City; and,

11 WHEREAS, TIHDI submitted a Notice of Interest to the LRA on November 1, 1995
12 requesting the use of certain buildings on the Base and proposing various programs on the
13 Base to serve homeless and economically disadvantaged persons; and,

14 WHEREAS, In 1996, the City and TIHDI negotiated a Base Closure Homeless
15 Assistance Agreement and Option to Lease Real Property (the "Homeless Assistance
16 Agreement") as part of the Homeless Assistance Submission, which describes the terms
17 under which TIHDI and TIHDI Member Organizations (i) could utilize up to 375 units of
18 existing former military housing on an interim basis, (ii) would be granted certain rights to new
19 housing opportunities as part of the reuse and development of the Base, (iii) would receive
20 certain rights to economic development opportunities, (iv) would participate in a permanent
21 employment program related to activities on the Base, and (v) could receive certain financial
22 support and facilities; and,

23 WHEREAS, The Board of Supervisors adopted Resolution No. 672-96 on July 25,
24 1996, endorsing a draft Reuse Plan for the Base and authorizing the submission of the draft
25 Reuse Plan and the Homeless Assistance Submission to the Department of Defense and the

1 United States Department of Housing and Urban Development ("HUD") as required under the
2 Homeless Assistance Act; and,

3 WHEREAS, HUD approved the draft Reuse Plan and the Homeless Assistance
4 Submission on November 26, 1996; and,

5 WHEREAS, On June 13, 1997, the Board of Supervisors adopted Resolution No. 566-
6 97 endorsing an amendment to the Homeless Assistance Agreement to allow for the transfer
7 of certain Navy personal property to TIHDI, and the Homeless Assistance Agreement, as
8 amended, is referred to in this Resolution as the "1996 TIHDI Agreement"; and,

9 WHEREAS, In 1997, the Base closed and the Treasure Island Development Authority
10 ("TIDA") was created to replace the City as the LRA and to serve as a single entity
11 responsible for the reuse and development of the Base; and,

12 WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended
13 Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter
14 1333 of the Statutes of 1968 (the "Conversion Act"), the California Legislature (i) granted to
15 the Board of Supervisors the authority to designate TIDA as a redevelopment agency under
16 California Community Redevelopment Law with authority over the Base; and (ii) with respect
17 to those portions of the Base that are subject to the public trust for commerce, navigation and
18 fisheries (the "Public Trust"), vested in TIDA the authority to administer the Public Trust as to
19 such property in accordance with the terms of the Conversion Act; and,

20 WHEREAS, Under the Conversion Act and TIDA's Articles of Incorporation and
21 Bylaws, TIDA, acting by and through its Board of Directors (the "TIDA Board"), has the power,
22 subject to applicable laws, to sell, lease, exchange, transfer, convey or otherwise grant
23 interests in or rights to use or occupy all or any portion of the Base; and,

24 WHEREAS, After a competitive bid process, the TIDA Board selected Treasure Island
25 Community Development, LLC ("TICD") as the proposed master developer of the Base and

1 entered into exclusive negotiations with TICD relating to a Disposition and Development
2 Agreement ("TICD DDA") and other transaction documents; and,

3 WHEREAS, Since endorsement of the Reuse Plan and selection of TICD as the
4 proposed master developer, TIDA has undertaken an extensive public process to further
5 refine the land use plan for the Base, which has included over 220 public meetings before the
6 TIDA Board, the Treasure Island/Yerba Buena Island Citizens Advisory Board ("CAB"), the
7 Board of Supervisors, the Planning Commission, and in other public forums; and,

8 WHEREAS, In 2006, a Development Plan and Term Sheet for the Redevelopment of
9 Naval Station Treasure Island (as amended from time to time, the "Updated Development
10 Plan") between TIDA and TICD was endorsed by the CAB, the TIDA Board and the Board of
11 Supervisors, which, among other things, (i) describes the updated land use plan for the Base,
12 (ii) describes the basic terms of the proposed TICD DDA, and (iii) addresses how the terms of
13 the 1996 TIHDI Agreement are intended to be incorporated into the proposed redevelopment
14 of the Base (the "Project"); and,

15 WHEREAS, TIDA has negotiated an Economic Development Conveyance
16 Memorandum of Agreement with the Navy for the transfer of the Base to TIDA as the
17 designated LRA; and,

18 WHEREAS, TIDA and TIHDI have implemented significant policies of the 1996 TIHDI
19 Agreement through (i) interim subleases between TIDA and TIHDI or TIHDI Member
20 Organizations for TIHDI administrative space, the childcare center and 250 existing housing
21 units on Treasure Island; (ii) contracts between TIDA and TIHDI Member Organizations for
22 landscaping, janitorial and other services; (iii) the creation of the TIHDI Job Broker Program;
23 and (iv) the formation of a joint venture among TIHDI, Toolworks (a TIHDI Member
24 Organization) and Wine Valley Catering to manage TIDA's special events venues at the Base;
25 and,

1 WHEREAS, In 2010, the Board of Supervisors unanimously endorsed a Term Sheet
2 between TIDA and TIHDI for the Amended and Restated Base Closure Homeless Assistance
3 Agreement (the "TIHDI Term Sheet"), a copy of which is on file with the Clerk of the Board of
4 Supervisors in File No. 100428 and incorporated herein by reference; and,

5 WHEREAS, The TIHDI Term Sheet was the basis for the parties' negotiation of an
6 amendment and restatement of the 1996 TIHDI Agreement (the "Amended and Restated
7 TIHDI Agreement" or "TIHDI Agreement") that outlines TIHDI's participation in the
8 development project via housing, economic development and support components and,
9 among other things, reflects the updated land use plan, development program, housing plan
10 and financing plan described in the TICD DDA and other terms negotiated between TIDA and
11 TIHDI, a copy of which is on file with the Clerk of the Board of Supervisors in File No.

12 110291, which is hereby declared to be a part of this Resolution as if set forth fully
13 herein; and,

14 WHEREAS, The proposed TIHDI Agreement is consistent with the TIHDI Term Sheet
15 as well as the proposed development program and economic assumptions included in the
16 TICD DDA and TIHDI's current interim uses and activities on the Base; and,

17 WHEREAS, The TIHDI Agreement was presented to the CAB at duly noticed public
18 meetings on March 22, 2011 and April 19, 2011, and on , 2011
19 the CAB voted to endorse the TIHDI Agreement; and,

20 WHEREAS, The TIHDI Agreement was presented to the TIDA Board at duly noticed
21 public meetings on March 22, 2011 and April 21, 2011, and on
22 , 2011 the TIDA Board voted to approve the TIHDI Agreement; and,

23 WHEREAS, TIDA's organizational documents require TIDA to obtain approval from the
24 Board of Supervisors prior to entering into contracts with a term of more than 10 years or \$1
25 million or more in anticipated revenue; and,

1 WHEREAS, The TIHDI Agreement is anticipated to have a term in excess of 10 years;
2 and,

3 WHEREAS, On April 21, 2011, the Planning Commission by Motion No.
4 10325 and the TIDA Board of Directors by Resolution No. 11-14-04/21, as
5 co-lead agencies, certified the completion of the Final Environmental Impact Report for the
6 Project, of which the TIHDI Agreement forms a part; and,

7 WHEREAS, On April 21, 2011, the TIDA Board of Directors, by Resolution
8 No. 11-15-04/21, adopted environmental findings pursuant to the California
9 Environmental Quality Act ("CEQA") with respect to approval of the Project, including a
10 mitigation monitoring and reporting program and a statement of overriding considerations;
11 and,

12 WHEREAS, On April 21, 2011, the Planning Commission, by Motion No.
13 10326, adopted environmental findings pursuant to CEQA with respect to
14 approval of the Project, including a mitigation monitoring and reporting program and a
15 statement of overriding considerations; and,

16 WHEREAS, The Planning Commission determined that the Project, and the various
17 actions being taken by the City and the TIDA Board of Directors to approve and implement the
18 Project, are consistent with the General Plan and with the Eight Priority Policies of City
19 Planning Code Section 101.1, and made findings in connection therewith (the "General Plan
20 Consistency Determination"), a copy of which is on file with the Clerk of the Board of
21 Supervisors in File No. 110220, and is incorporated into this Resolution by
22 reference; and,

23 WHEREAS, The Board of Supervisors has reviewed and considered the information
24 contained in the General Plan Consistency Determination, and concurrently with this
25 Resolution is adopting said findings as its own, and said findings are on file with the Clerk of

1 the Board of Supervisors in File No. 110220, and incorporated into this Resolution
2 by reference; and,

3 WHEREAS, Concurrently with this Resolution, the Board of Supervisors has adopted
4 Resolution No. _____, adopting findings under CEQA, including the adoption of a
5 mitigation monitoring and reporting program and a statement of overriding considerations in
6 connection with the development of the Project, which resolution is on file with the Clerk of the
7 Board of Supervisors in File No. 110320, and incorporated herein by reference;
8 now, therefore, be it

9 RESOLVED, That the Board of Supervisors finds that the TIHDI Agreement is
10 consistent with the General Plan and the Eight Priority Policies of City Planning Code Section
11 101.1 for the reasons set forth in the General Plan Consistency Determination; and, be it

12 FURTHER RESOLVED, That the Board of Supervisors hereby approves the TIHDI
13 Agreement and authorizes the Redevelopment Director for TIDA ("Director") to execute,
14 deliver and perform the TIHDI Agreement substantially in the form in the Board of
15 Supervisors' file; and, be it

16 FURTHER RESOLVED, That the Board of Supervisors authorizes and urges the
17 Director, prior to execution of the TIHDI Agreement, to make changes and take any and all
18 steps, including but not limited to, the attachment of exhibits and the making of corrections, as
19 the Director determines, in consultation with the City Attorney, are necessary or appropriate to
20 consummate the TIHDI Agreement in accordance with this Resolution; provided, however,
21 that such changes and steps do not materially decrease the benefits to or materially increase
22 the obligations or liabilities of TIDA or the City, and are in compliance with all applicable laws;
23 and, be it

1 FURTHER RESOLVED, That all actions heretofore taken by TIDA and the City and
2 their officers, employees, and agents with respect to the TIHDI Agreement are hereby
3 approved, confirmed and ratified; and, be it

4 FURTHER RESOLVED, That the Board of Supervisors authorizes and urges all
5 officers, employees, and agents of TIDA and the City to take any and all steps as they deem
6 necessary or appropriate, to the extent permitted by applicable law, in order to consummate
7 the TIHDI Agreement in accordance with this Resolution, including execution of subsequent
8 documents, or to otherwise effectuate the purpose and intent of this Resolution and TIDA's
9 performance under the TIHDI Agreement; and, be it

10 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director to enter
11 into any amendments or modifications to the TIHDI Agreement that the Director determines, in
12 consultation with the City Attorney, are in the best interest of TIDA and the City, do not
13 materially decrease the benefits to or materially increase the obligations or liabilities of TIDA
14 and the City, and are in compliance with all applicable laws.



**SAN FRANCISCO
PLANNING DEPARTMENT**

April 27, 2011

Ms. Angela Calvillo, Clerk
Board of Supervisors
City and County of San Francisco
City Hall, Room 244
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

Re: Transmittal of Planning Department Case Number 2007.0903BEMRTUWZ to the Board of Supervisors:
Treasure Island/Yerba Buena Island Project
Planning Commission Recommendation: Approval

Dear Ms. Calvillo,

On April 21, 2011, the San Francisco Planning Commission (hereinafter "Commission") conducted a duly noticed joint hearing with the Treasure Island Development Authority Board of Directors on the Treasure Island/Yerba Buena Island Project. At the hearing, the Commission considered the proposed General Plan, Planning Code, and Zoning Map Ordinances which the Commission initiated on March 3, 2011. The proposed Ordinances are as follows:

- Amendments to the General Plan which would amend the Transportation Element, the Recreation and Open Space Element, the Commerce and Industry Element, the Community Facilities Element, the Housing Element, the Urban Design Element, the Land Use Index along with other minor General Plan map amendments; establish the Treasure Island/Yerba Buena Island Area Plan (referred to you separately by Mayor Lee under File No. 110228).
- Amendments to the San Francisco Planning Code Sections 102.5 and 201 to include the Treasure Island/Yerba Buena Island Special Use District, Section 104 relating to height and bulk limits for Treasure Island and Yerba Buena Island, add Section 249.52 to establish the Treasure Island/Yerba Buena Island Special Use District, add Section 263.26 to establish the Treasure Island/Yerba Buena Island Height and Bulk District, and amend Table 270 to recognize this District (referred to you separately by Mayor Lee under File No. 110229).
- Amendments to the San Francisco Zoning Maps which would add new sectional map ZN14 to show the zoning designations of Treasure Island and Yerba Buena Island, add new sectional map HT14 to establish the Height and Bulk District for Treasure Island and Yerba Buena Island, add new sectional map SU14 to establish the Treasure Island/Yerba Buena Island Special Use District (referred to you separately by Mayor Lee under File No. 110227).

BY _____ AK

2011 APR 28 AM 11:33

1656 Mission St.
Suite 400
San Francisco, CA 94103-2479
RECEIVED
PLANNING DEPARTMENT
415.558.6378
415.558.6409
Planning Information: 415.558.6377

April 27, 2011

Transmittal of Planning Commission Actions
Treasure Island/Yerba Buena Island Project

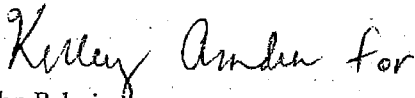
At the April 21, 2011 hearing, the Planning Commission, along with the Treasure Island Development Authority certified the Final Environmental Impact Report (FEIR) under Motion No. 18325 and Resolution No. 11-14-04/21, respectively.

Also at the April 21, 2011 hearing, the Planning Commission and the Treasure Island Development Authority Board of Directors made CEQA findings including the adoption of a Mitigation Monitoring Reporting Program (MMRP).

Finally, at the April 21, 2011 hearing, the Commission voted to recommend approval of the proposed Ordinances described above. The Planning Commission took other actions related to the project including finding the Treasure Island/Yerba Buena Island Project consistent with the General Plan and Planning Code Section 101.1 and finding the office component of the Project consistent with Planning Code Sections 320-325. Other actions included approving the Design for Development document for the Project as well as a Development Agreement for the Project.

The Motions and Resolution and related information referred to here are being transmitted to you along with actions by the Treasure Island Development Authority Board of Directors in a comprehensive packet from the Office of Economic and Workforce Development. If you have any questions or require further information please do not hesitate to contact me.

Sincerely,



John Rahaim
Director of Planning

File 110289

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO

2011 APR 28 AM 11:36

AK

AMENDED AND RESTATED BASE BY _____
CLOSURE HOMELESS ASSISTANCE AGREEMENT

THIS AMENDED AND RESTATED BASE CLOSURE HOMELESS ASSISTANCE AGREEMENT (this "**Agreement**") dated as of _____, 2011, is between the TREASURE ISLAND DEVELOPMENT AUTHORITY, a public body, corporate and politic of the State of California (the "**Authority**" or "**TIDA**"), and the TREASURE ISLAND HOMELESS DEVELOPMENT INITIATIVE, INC., a California non-profit corporation ("**TIHDI**"). For purposes of this Agreement, a "**Party**" shall mean the Authority or TIHDI as the context requires, and the "**Parties**" shall mean both the Authority and TIHDI.

RECITALS

A. The United States of America ("**Federal Government**"), acting by and through the Department of the Navy (the "**Navy**"), owns in fee that certain real property (the "**Project Site**") known as the former Naval Station Treasure Island ("**NSTI**"), located in the City and County of San Francisco (the "**City**"), and consisting of large portions of the following two islands connected by a causeway: (1) an approximately 367 acre portion of Treasure Island, and (2) an approximately 94 acre portion of Yerba Buena Island, but excluding portions of NSTI that were previously transferred to the United States Coast Guard, the United States Department of Labor and the Federal Highway Administration. The Project Site and the excluded portions of NSTI are depicted on the diagram attached as Exhibit A.

B. In 1993, Congress and the President selected NSTI for closure and disposition by the Base Realignment and Closure Commission acting under Public Law 101-510 and its subsequent amendments. The United States Department of Defense ("**DOD**") subsequently designated the City as the Local Reuse Authority ("**LRA**") responsible for the conversion of NSTI under the federal disposition process.

C. Under Board of Supervisors Resolution No. 573-94, adopted July 2, 1994, the City elected to be governed by a process prescribed by the Federal Government in the Base Closure Community Redevelopment and Homeless Assistance Act of 1994 (the "**Act**"). The Act requires the LRA to propose a plan for using NSTI resources to assist homeless persons as part of its preparation of a strategic land use plan for redevelopment of NSTI. Specifically, the Act requires the LRA to prepare (i) a proposed legally binding agreement (the "**Homeless Assistance Agreement**") that provides for the use of buildings, property and other resources on and off NSTI to assist homeless persons in the community, which will become effective after completion of environmental review under the California Environmental Quality Act ("**CEQA**") and the National Environmental Policy Act ("**NEPA**"); (ii) information regarding how the draft Reuse Plan for NSTI addresses homelessness in the community; and (iii) a summary of public comments regarding the above-mentioned documents (together, including the Homeless Assistance Agreement, the "**Homeless Assistance Submission**").

D. TIHDI is a collaborative of 9 non-profit organizations ("**TIHDI Member Organizations**") that was formed in June 1994 for the purpose of utilizing the structural and economic development resources of NSTI to fill gaps in the continuum of care for homeless individuals and families in the City. A list of the current TIHDI Member Organizations, which includes both service and housing providers, is attached as Exhibit B.

E. Under the Act, TIHDI submitted a Notice of Interest ("**NOI**") to the LRA on November 1, 1995 requesting the use of certain buildings on NSTI and proposing various programs on NSTI to serve homeless and economically disadvantaged persons. In 1996, the City concluded discussions with TIHDI regarding a program to effectuate the NOI, as described more specifically in the Homeless Assistance Submission.

F. The Board of Supervisors adopted Resolution No. 672-96 on July 25, 1996, endorsing a draft Reuse Plan and authorizing the submission of the draft Reuse Plan and the Homeless Assistance Submission to the DOD and the United States Department of Housing and Urban Development ("**HUD**") as required under the Act. HUD approved the draft Reuse Plan and the Homeless Assistance Submission on November 26, 1996.

G. On June 13, 1997, the Board of Supervisors adopted Resolution No. 566-97 endorsing an amendment to the Homeless Assistance Agreement to allow for the transfer of certain Navy personal property to TIHDI. The Homeless Assistance Agreement, as amended, is referred to in this Agreement as the "**1996 TIHDI Agreement**."

H. In 1997, NSTI closed and the Authority was created to replace the City as the LRA and to serve as a single entity responsible for the redevelopment of the Project Site. Under the Treasure Island Conversion Act of 1997, which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968 (the "**Conversion Act**"), the California Legislature (i) designated the Authority as a redevelopment agency under California Community Redevelopment Law (California Health and Safety Code §33000 et seq.) ("**CCRL**") with authority over the Project Site, and (ii) with respect to those portions of the Project Site that are subject to the public trust for commerce, navigation and fisheries (the "**Tidelands Trust**" or "**Trust**"), vested the authority to administer the Tidelands Trust as to such property in the Authority in accordance with the terms of the Conversion Act.

I. The Board of Supervisors approved the designation of the Authority as a redevelopment agency with powers over the Project Site under the Act in Resolution No. 43-98, dated February 6, 1998. Under the Act and the Authority's Articles of Incorporation and Bylaws, the Authority, acting by and through its Board of Directors (the "**Authority Board**"), has the power, subject to applicable laws, to sell, lease, exchange, transfer, convey or otherwise grant interests in or rights to use or occupy all or any portion of the Project Site.

J. After a competitive bid process, the Authority Board selected Treasure Island Community Development, LLC ("**TICD**" or "**Developer**") as the proposed master developer of the Project Site and entered into exclusive negotiations with TICD relating to a Disposition and Development Agreement (the "**TICD DDA**") and other transaction

documents. TIDA and TICD are entering into the TICD DDA concurrently with this Agreement, and any capitalized term used in this Agreement that is not defined in this Agreement shall have the meaning given to such term in the TICD DDA.

K. Since endorsement of the Reuse Plan, the Authority undertook an extensive public process to further refine the land use plan for the Project Site, which included over 250 public meetings before the Authority Board, the TICAB, the Board of Supervisors, the Planning Commission, and in other public forums.

L. In 2006, a Development Plan and Term Sheet for the Redevelopment of Naval Station Treasure Island (the "**2006 Development Plan**") between the Authority and TICD was endorsed by the Treasure Island/Yerba Buena Island Citizens Advisory Board ("**TICAB**"), the Authority Board and the Board of Supervisors. The Development Plan, among other things, described the updated land use plan for the Project Site and the basic terms of the proposed TICD DDA. The Development Plan also addresses how the terms of the 1996 TIHDI Agreement are intended to be incorporated into the proposed redevelopment of the Project Site.

M. The 2006 Development Plan was updated pursuant to the Update to Development Plan and Term Sheet (the "**Development Plan Update**") that (i) the TICAB voted 15 to 1, with one abstention, to endorse on April 6, 2010, (ii) the Authority Board voted 7 to 0 to endorse on April 7, 2010, and (iii) the Board of Supervisors voted 11 to 0 to endorse on May 18, 2010. The 2006 Development Plan and the Development Plan Update are collectively referred to in this Agreement as the "**Development Plan**."

N. The Development Plan contemplated that a Redevelopment Plan would be adopted under CCRL for NSTI and the Project Site would be included in a Redevelopment Project Area. The Development Plan also contemplated that tax increment financing as provided in CCRL would be available to finance certain costs related to the Project Site. As a result of potential changes to CCRL, the Parties have determined to proceed with development of the Project Site using the Infrastructure Financing District mechanism provided under the Infrastructure Financing District Act (California Government Code Section 53395 et seq.), as amended from time to time.

O. The Navy and the Authority have negotiated an Economic Conveyance Memorandum of Agreement (as amended and supplemented from time to time, the "**Conveyance Agreement**") that governs the terms and conditions for the transfer of NSTI from the Navy to the Authority. Under the Conveyance Agreement, the Navy will convey NSTI to the Authority in phases after the Navy has completed environmental remediation and issued a Finding of Suitability to Transfer for specified parcels of NSTI or portions thereof.

P. Under the terms of the endorsed 1996 TIHDI Agreement, TIHDI would (i) receive options to lease certain existing housing units or the equivalent thereof and receive conveyances of sites suitable for construction of affordable housing (the "**Housing Component**"); (ii) receive certain rights to participate in economic development opportunities on NSTI (the "**Economic Development and Support Component**"); (iii)

facilitate implementation of a permanent employment program related to activities occurring on NSTI (the "**Employment Component**"); and (iv) be entitled to certain financial support (the "**Support Component**").

Q. Because environmental review of the project described in the Development Plan under CEQA and NEPA was not yet complete, the 1996 TIHDI Agreement was not executed. However, the Authority and TIHDI implemented significant policies of the 1996 TIHDI Agreement through (i) interim subleases between the Authority and TIHDI or TIHDI Member Organizations for TIHDI administrative space, the childcare center and 250 existing housing units on Treasure Island, (ii) contracts between the Authority and TIHDI Member Organizations for landscaping, janitorial and other services, (iii) the creation of the TIHDI Job Broker Program, and (iv) the formation of a joint venture among TIHDI, Toolworks (a TIHDI Member Organization) and Wine Valley Catering to manage the Authority's special events venues at the Project Site.

R. For reasons mutually beneficial to TIHDI and the Authority, TIHDI and the Authority entered into a Revenue Sharing and Consent Agreement dated March 1, 1999 (as amended from time to time, the "**TIHDI Sharing Agreement**"), which allowed a portion of the existing housing units that were to be allocated to TIHDI under the 1996 TIHDI Agreement to be rented as market rate units and included in the Sublease, Development, Marketing and Property Management Agreement (the "**JSCo Sublease**") between the Authority and the John Stewart Company ("**JSCo**"). In return, TIHDI received the right to occupy units previously renovated by JSCo, as well as a percentage of the rent distributed to the Authority under the JSCo Sublease. In 2006, 54 renovated units that were originally subject to the TIHDI Sharing Agreement were turned over to TIHDI for use by formerly homeless individuals, which increased TIHDI's portfolio from 196 to 250 housing units.

S. Upon completion, the project will include (i) up to 8,000 new residential units, 25 percent of which will be made affordable to a broad range of very-low to moderate income households, including 435 new units to be developed by TIHDI Member Organizations, (ii) the adaptive reuse of 311,000 square feet of historic structures, (iii) up to 140,000 square feet of new retail uses and 100,000 square feet of commercial office space, (iv) approximately 300 acres of parks and open space, (v) new and or upgraded public facilities, including a joint police/fire station, a school, facilities for the Treasure Island sailing center and other community facilities, (vi) up to 500 new hotel rooms, (vii) a new 400 slip marina, and (viii) new and upgraded public utilities and transportation infrastructure, all as more particularly described in the TICD DDA (the "**Project**"). Construction of the Project is expected to result in the creation of thousands of construction job opportunities and thousands of permanent jobs.

T. The City and the Authority have analyzed potential environmental impacts of the Project and identified mitigation measures in the Environmental Impact Report for Treasure Island and Yerba Buena Island (the "**Project EIR**") and a Mitigation Monitoring and Reporting Program attached to the TICD DDA, in accordance with the requirements of CEQA. The Planning Commission certified the Project EIR and the Authority Board certified the Project EIR.

U. Concurrently with this Agreement, the Authority and TICD are entering into the TICD DDA to effectuate the Project by providing for the disposition and development of the Project Site after the Navy's transfer of NSTI to the Authority in accordance with the Conveyance Agreement. The TICD DDA provides for a mixed-use development that is in furtherance of the Reuse Plan, the Development Requirements, and this Agreement, and is consistent with the City's General Plan and the eight Priority Planning Policies. As part of the TICD DDA, the Authority and TICD agreed to a Housing Plan to govern the terms and conditions for the development of all of the housing on the Project Site (the "**Housing Plan**"). A copy of the Housing Plan is attached hereto as Exhibit C. The Housing Plan includes, as an exhibit, a housing map that identifies the parcels contemplated for the development of affordable housing.

V. The Project, as more particularly described in the TICD DDA, has been presented and reviewed by the Treasure Island community and other stakeholders in over 250 public meetings, including those held before the Authority Board, the TICAB, the Board of Supervisors, the Planning Commission and in other local forums.

W. The Parties wish to enter into this Agreement to amend and restate the 1996 TIHDI Agreement and the TIHDI Sharing Agreement consistent with the Redevelopment Plan and the DDA, including the Housing Plan. Accordingly, on the Effective Date, the 1996 TIHDI Sharing Agreement shall be automatically terminated and the 1996 TIHDI Agreement shall be deemed null and void.

AGREEMENT

NOW, THEREFORE, for good and valueable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

A. Term. This term of this Agreement (the "**Term**") shall commence on the later of: (i) the date that this Agreement is duly executed and delivered by the Authority and TIHDI (ii) the effective date of resolution adopted by the Authority Board approving this Agreement, and (iii) the effective date of a resolution adopted by the City's Board of Supervisors approving this Agreement. This Agreement shall terminate on the date that the DDA terminates or expires. If the DDA terminates before completion of the Project, the Parties will work in good faith to determine which of the components of this Agreement may be continued, with the intention to preserve as many components as possible.

I. HOUSING COMPONENT

A. Existing Subleases and Sharing Agreement. Under the 1996 TIHDI Agreement, TIDA was to grant to TIHDI certain rights to lease and operate 375 units of existing housing on NSTI. The Parties reiterate this commitment in this Agreement. To implement the policies of this provision during the interim period before conveyance of the Project Site to the Authority and redevelopment of NSTI, the Authority will sublease to TIHDI Member Organizations 250 existing residential units on Treasure Island consisting of (i) 74 transitional/residential treatment units and (ii) 176 permanent units (collectively, the "**Existing TIHDI Units**"). The Existing TIHDI Units are identified in Exhibit D, and shall continue to be subleased to TIHDI Member

Organizations in accordance with the existing subleases until the transition of the tenants in accordance with this Agreement. The Existing TIHDI Units include 54 housing units that JSCo renovated under the terms of the TIHDI Sharing Agreement. Under the TIHDI Sharing Agreement, the Authority pays to TIHDI eight and 49/100 percent (8.49%) of the Percentage Rent (as defined in section 15.3 of the JSCo Sublease) paid by JSCo to the Authority under the JSCo Sublease (the "**TIHDI Rent Share**"). The Parties reiterate this commitment as of the Effective Date and the Authority agrees to continue to pay the TIHDI Rent Share until the earlier of (i) the date when all of the New TIHDI Units have been developed in accordance with this Agreement, or (ii) the date that none of the existing Market Rate Units are used for rental housing. TIHDI shall meet and confer and cooperate with the Authority and agree upon an annual budget for the use and expenditure of all funds received by TIHDI after the date of this Agreement. Without limiting the foregoing, (a) all TIHDI Rent Share received by TIHDI from and after the execution of this Agreement shall, in excess of actual and reasonable nonprofit organizational operating expenses, be used to pay for transition costs or New TIHDI Units in accordance with this Agreement or, with the Authority's prior agreement, to subsidize homeless activities or services on Treasure Island, (b) all expenditures of the TIHDI Rent Share, in excess of actual and reasonable nonprofit operating expenses, shall be subject to review and approval of the Authority, and (c) if the Project may be delayed due to the failure to complete TIHDI transitions in accordance with the TIHDI Transition Housing Plan, then TIHDI agrees to use the TIHDI Rent Share to complete such transitions upon the Authority's request.

B. TIHDI Rights under the Proposed Redevelopment Project

1. Overall Housing Program. The TICD DDA allows for the construction of up to 8,000 residential units, including 6,000 Market Rate Units and 2,000 Affordable Housing Units (as may be adjusted in accordance with the Housing Plan). The Housing Plan contemplates a range of unit types and sizes and provides a range of Affordability levels located in a variety of building structure types. The Affordable Housing Units will be generally distributed throughout the various areas of the Project Site designated for residential use in accordance with the TICD DDA, and will be developed on a proportional basis with the Market Rate Units as further described in the Housing Plan. Of the 2,000 Affordable Housing Units, up to 1,684 units ("**Authority Housing Units**") will be developed by Qualified Housing Developers, including 435 units to be developed by TIHDI Member Organizations in accordance with this Agreement ("**New TIHDI Units**") and the remainder to be developed by the Authority or its designees in accordance with the Housing Plan (the "**Remaining Authority Units**"). Five percent (5%) of privately developed units built by Vertical Developers (up to 316) will be income-restricted Inclusionary Units as further described in the Housing Plan.

2. TIHDI Rights to Developable Lots for Construction of New TIHDI Units

a) As part of its horizontal development obligations under the TICD DDA, TICD will provide Developable Lots to the Authority for the development of all of the Authority Housing Units, including both the New TIHDI Units and the Remaining Authority Units, in accordance with the TICD DDA. The requirements for the completion of the Developable Lots are described in the TICD DDA.

b) TICD is to develop the Project in a series of Major Phases and, within each Major Phase, in a series of Sub-Phases. The TICD DDA requires that TICD submit a Major Phase Application before the start of each Major Phase, and a Sub-Phase Application before the start of each Sub-Phase, both of which must be Approved by the Authority before the applicable work may begin. Each Major Phase Application must identify, and each Sub-Phase Application must confirm (or, if changes are proposed, identify) which of the Developable Lots within that Sub-Phase are to be conveyed to or retained by the Authority for the construction of Affordable Units (the "**Authority Housing Lots**"). The Housing Plan and Phasing Plan further describe certain requirements relating to the phasing and characteristics of the Authority Housing Lots. A portion of the Authority Housing Lots will be made available to TIHDI for the development of the New TIHDI Units in accordance with the procedures described below (the "**TIHDI Lots**"). The Housing Plan and Phasing Plan are designed to ensure that the Authority Housing Lots and the Authority Units are developed in general proportion to the Market Rate Lots and the Market Rate Units, and that they are integrated into the Project.

c) The Housing Map attached to the Housing Plan identifies, as an initial matter, the location of the Authority Housing Lots, and the Housing Plan recognizes that these locations and the configuration of these Authority Housing Lots may change. Accordingly, the Housing Plan includes an approval process for the Authority Housing Lot designations, and for any requested change to the location or size of a previously-approved Authority Housing Lot within a Sub-Phase. For each Major Phase, the Authority and TIHDI shall meet and confer to identify which of the Authority Housing Lots shall become TIHDI Lots, recognizing that some Authority Housing Lots may be shared by TIHDI and the Authority as part of integrated projects or may instead be subdivided between TIHDI and the Authority. The Parties agree to select such TIHDI Lots (or portions of Lots) as required to meet TIHDI's obligations under this Agreement, and to select sites with consideration of the site amenity scoring criteria under the California Tax Credit Allocation Committee's application process (TCAC). The Parties recognize that the vertical improvements with New TIHDI Units (the "**TIHDI Developments**") may be the most likely of the affordable projects to score competitively for 9% Low Income Housing Tax Credits. If such TIHDI Developments are the most likely to secure 9% Tax Credits, the Parties recognize that it would be in their collective interest and that of the Project to prioritize the location of the TIHDI Development to optimize their ability to compete for such 9% Low Income Housing Tax Credits. Otherwise, the Parties recognize that the priority locations may be less warranted for TIHDI Developments and agree to select Authority Housing Lots for TIHDI without special consideration for TCAC scoring and as is generally desirable for the Parties and the Project.

d) Upon receipt of any Sub-Phase Application that includes a proposed TIHDI Lot, or upon any TICD request to change the location or size of a previously-approved TIHDI Lot, the Authority shall promptly notify TIHDI and the Parties shall meet and confer in good faith to determine whether the Authority should approve the proposed location of the TIHDI Lot or the proposed change to a previously-approved TIHDI Lot. If TIHDI objects to any proposed location or change, it shall

provide to TIDA a written statement to explain the reasons for the objection. Both TIDA and TIHDI agree to act reasonably in reviewing and approving the location of TIHDI Lots (in accordance with the standards set forth in the Housing Plan), provided TIDA shall have the sole right to accept or reject any proposed location for an Authority Housing Lot in accordance with the TICD DDA. If TIHDI objects to the location of a proposed TIHDI Lot, then (i) TIHDI shall not be required to accept such Lot, (ii) if the Authority decides to accept such Authority Housing Lot, then the Authority shall use such Authority Housing Lot for the development of Remaining Authority Units and the permitted uses under the Housing Plan, and (iii) the Parties agree to work in good faith to identify a substitute Authority Housing Lot that is acceptable to TIHDI in the next Sub-Phase with Authority Housing Lots. Without limiting the foregoing, if a TIHDI Lot becomes available, and TIHDI is not then in a position to begin development of the New TIHDI Units for any reason, then the Authority shall have the right to use the TIHDI Lot for the development of Remaining Authority Units by designating a subsequent or different Authority Housing Lot as a TIHDI Lot. Furthermore, if required to prevent any delay in the Project, the Authority shall have the right to designate existing or new units as TIHDI Units for purposes of effectuating the TIHDI Transition Housing Plan, and requiring the transition to such interim existing or new units; provided that such designation shall not change or eliminate the commitment set forth in this Agreement for the New TIHDI Units.

e) The Authority will ground lease each TIHDI Lot to a TIHDI Member Organization or entity, proposed by TIHDI and Approved by the Authority, for the construction of New TIHDI Units. The Parties intend that the TIHDI Lots shall be sufficient to support the development of 435 New TIHDI Units, including the 250 New TIHDI Units that will replace the 250 Existing TIHDI Units (the "**TIHDI Replacement Units**"). For a transitional housing building, the ground lease may be with TIHDI or a TIHDI Member Organization, so long as the development entity for the transitional housing building is a Qualified Housing Developer, as defined in the Housing Plan. The Authority and TIHDI will determine the location, affordability and any other matters related to the New TIHDI Units before the execution of the applicable ground lease, but in no event will the Affordability levels for the New TIHDI Units be less restrictive than those applicable to Inclusionary Units, unless agreed to by the Parties and TICD.

f) A map showing the existing proposed locations of the Authority Housing Lots, but not indicating which of these Lots will be TIHDI Lots, is attached to the Housing Plan. The Parties agree that the land acreage for such Authority Housing Lots is sufficient to accommodate 1,249 Remaining Authority Units and 435 New TIHDI Units and appropriate common areas and parking, assuming Type V construction (which may include a Type I podium) for the New TIHDI Units.

3. Replacement Units and Transition of Existing TIHDI Residents.

a) TIHDI will not be required to permanently vacate Existing TIHDI Units until an equivalent number of TIHDI Replacement Units have been constructed on Treasure Island or alternative arrangements have been made for the occupants of the TIHDI Units to move to other interim existing housing units on Treasure Island. TIHDI

shall be responsible for transitioning all TIHDI tenants to the TIHDI Replacement Units or to other housing in accordance with the TIHDI Transition Housing Plan, as further described below, provided that (i) TIHDI shall not be required to vacate an Existing TIHDI Unit until a New TIHDI Unit is created or an alternative existing housing unit on Treasure Island is provided as an interim move, and (ii) TIHDI Member Organizations shall not be required to begin construction of the TIHDI Replacement Units until they have the necessary funding commitments to do so. The Parties agree to cooperate to ensure that the TIHDI Replacement Units are Completed as expeditiously and efficiently as possible.

b) The parties intend that the TIHDI Replacement Units will be constructed in the early phases of the Project. It is possible, however, that some temporary moving of the Existing TIHDI Units to other existing units on Treasure Island may be necessary in order to enable development to proceed. If the Authority determines, in its reasonable discretion, that interim moves of Existing TIHDI Units are required so as to not delay the Project, then TIHDI will consent to and participate in such interim moves, and the Authority will (i) provide a payment to cover the reasonable and actual moving costs for such temporary moves including those costs enumerated as Moving Expenses in the TIHDI Housing Plan, (ii) either perform any Building Code upgrades required by Code or licensing requirements in the temporary replacement units or provide a payment to cover the costs of such required Building Code upgrades, and (iii) ensure that TIHDI and the affected TIHDI Member Organization have not less than 120 days prior notice of the move. The Authority will pay TIHDI costs in connection with such temporary moves (subject to reimbursement from Developer if and to the extent set forth in the Housing Plan) so long as the need for the move is not a result of a default under this Agreement by TIHDI. The Parties agree to work together in good faith to plan for and implement the transition of all Existing TIHDI Units, both permanent and any temporary moves.

c) In transitioning tenants, TIHDI shall comply with the TIHDI Transition Housing Plan attached hereto as Exhibit E (the "**TIHDI Transition Housing Plan**").

d) Funding for permanent TIHDI moves will be paid for out of the housing subsidy provided by the Authority for the applicable TIHDI Development, as described in Section I.B.4 below.

4. Financing.

a) The Authority and TIHDI will work collaboratively on the financing plan for the construction of the TIHDI Development on each TIHDI Lot.

b) The Authority will provide vertical construction subsidies to each developer of a TIHDI Replacement Development in accordance with the principles and procedures below. The total vertical construction subsidies to be paid to all TIHDI Replacement Developments will be equal to a minimum of \$12,750,000, calculated by multiplying 250 units times \$51,000 (which is the vertical construction subsidy that the

Authority expects to receive from TICD per Affordable Unit under the TICD DDA; although the Parties understand that, under the TICD DDA, the housing subsidy is payable by TICD to the Authority at the time of conveyance of a Market Rate Lot to a Vertical Developer, not at the time of construction of Affordable Units, and is based upon the number of Market Rate Units to be developed on such Market Rate Lot times (\$17,500). The minimum vertical construction subsidy will be allocated among the TIHDI Developments and structured as a grant or loan directly to the selected Qualified Housing Developer or project sponsor entity, in accordance with standard City affordable housing underwriting guidelines, and as mutually agreed by the Authority and TIHDI.

c) TIHDI will leverage outside financing sources to the maximum extent feasible, consistent with the principles outlined in Sections 6.a and 6.b below. The Authority will provide IFD increment or other financing to the extent necessary and available to fund any remaining financial gap required to construct the 250 TIHDI Replacement Units in accordance with the program agreed upon by the Authority and TIHDI at the beginning of each Major Phase or Sub-Phase, or subsequently mutually agreed upon program changes; provided, the Authority shall have the right to make changes as may be needed consistent with standard policies and procedures of the Mayor's Office of Housing ("MOH") and other City agencies which provide may provide funding to TIHDI Developments. TIHDI shall not be required to construct any New TIHDI Unit if it does not have the necessary funding to do so. The Parties may agree to delay the construction of the New TIHDI Units as needed based upon financial constraints.

d) Each TIHDI Lot will be conveyed to a TIHDI Member Organization by ground lease. Ground lease terms will be sufficient to obtain necessary financing, and are expected to have an initial term of 65 to 75 years, with option(s) to extend up to a maximum aggregate term of 99 years. The Parties will agree upon a form of ground lease on or before the first Major Phase Approval. This form will be the basis for all ground leases of TIHDI Lots, subject to such revisions as may be agreed to by the Parties.

e) The Authority will charge a nominal base rent under the ground lease; provided, however, that (i) the consideration for the use and possession of the property will be the tenant's continuing use of the property to provide housing and services to Homeless Persons in satisfaction of the provisions of the Act, and (ii) the ground lease may include an accrued rent provision that provides for payments from excess cash flows in accordance with MOH standard documents. The tenant shall be responsible for all operating expenses, utility costs including but not limited to service connection costs from the property line to the building, and all other costs related to the development and operation of the property, including without limitation, capital improvements, maintenance and insurance costs, taxes, fees and assessments, and all expenses of compliance with applicable laws. Nothing herein shall prevent the tenant from applying for any tax exemption or credit to which it believes it is entitled.

f) The Authority shall loan or grant to the TIHDI Member Organization sponsoring the project a vertical construction subsidy, the amount and

timing of which will be determined the time of execution of each ground lease for a TIHDI Lot. This subsidy includes an allowance of funds to cover the costs of moving residents from the 250 Existing TIHDI Units into the TIHDI Replacement Units including those costs enumerated as Moving Expenses in the TIHDI Transition Plan. Upon the receipt of such funds, TIHDI shall be responsible for the moving of TIHDI residents, and any funds not spent on moving shall be applied to the vertical construction costs.

g) During the Term, TIHDI shall create and maintain books and records, in accordance with generally accepted accounting principles, relating to sources and uses of funds, for all activities on NSTI. All records shall be maintained in a manner that will provide an effective system of internal control and will permit timely and effective audits, if and when required. TIHDI shall make such books and records available to the Authority upon request.

h) TIHDI shall cooperate with the Authority on the use and expenditure of all funds received by TIHDI from the Authority. Without limiting the foregoing, all funds received by TIHDI shall, in excess of actual and reasonable nonprofit organizational operating expenses, be used to subsidize homeless development, activities or services on Treasure Island in a manner acceptable to the Authority.

5. Major Phase and Sub-Phase Applications. Specific details regarding the New TIHDI Units, such as the program, building configuration, unit types and sizes, the potential for including a mixture of New TIHDI Units and Authority Units in the same building, and specific developers and service providers for the New TIHDI Units, are not known at this time. As a result, the Parties agree to work together to plan and coordinate the construction of the New TIHDI Units on a parallel path, with the approval of Major Phases and Sub-Phases under the TICD DDA, and to keep TICD informed of all plans relating to the New TIHDI Units. At the time TICD submits each Major Phase or Sub-phase Application under the TICD DDA, the Authority and TIHDI will promptly meet and confer to agree on the following, and, upon completion of the meet and confer process, document the decisions made in writing:

a) The exact locations and sizes of the TIHDI Lots in that Major Phase or Sub-Phase. Criteria for the selection of TIHDI Lots will include (i) selection criteria used for applications for tax credits and other financing (which criteria may include proximity to certain services), (ii) proximity to other services that support the residents in supportive housing, (iii) the preference for sites that can accommodate on-grade structured parking, (iv) sizing appropriately based on the proposed number of residential units, consistent with the Design for Development, and (v) any additional factors referenced in the Housing Plan.

b) The program for delivery of the New TIHDI Units based on (i) acknowledgement of the then current programs for the Existing TIHDI Units, the proposed programs to meet the needs of the residents of the Existing TIHDI Units, and TIHDI's preference to continue the programs and providers of the Existing TIHDI Units at the time, (ii) the Authority and City policy priorities regarding affordable, supportive housing and supportive homeless housing, (iii) available non-project generated capital

funding sources, and (iv) operating issues including available operating subsidies, operating efficiencies associated with sizes of buildings, and integration with the Project. The program for delivery of the TIHDI Replacement Units will use the criteria described above as a starting point. The Parties intend to prioritize the construction of the TIHDI Replacement Units as needed to prevent any delay to the Project, to construct the remaining New TIHDI Units and the Remaining Authority Units in a balanced and generally proportional approach, in accordance with the policies and requirements of the this Agreement and the Housing Plan, and to provide available Authority affordable housing financing so as to maximize the amount and the speed of delivery of Authority Housing Units and New TIHDI Units, and to take such additional steps and consider such additional factors as necessary to ensure the successful completion of the Project as a whole.

c) Whether any projects in that Major Phase or Sub-Phase will include a mixture of New TIHDI Units and Remaining Authority Units.

d) The schedule of delivery for the TIHDI Lots, the vertical construction subsidy (including the moving cost payments) and other project-generated financing such as tax increment or housing impact fees for the New TIHDI Units in that Major Phase or Sub-Phase.

e) The schedule of performance for construction of the New TIHDI Units in the Major Phase or Sub-Phase, as described more particularly in Section 8 below, which will be consistent with the schedule for obtaining financing from non-project generated sources.

f) Whether it is feasible to include any additional homeless housing units in the Major Phase or Sub-Phase and increase the number of New TIHDI Units above the minimum required 435 units based on the criteria described in Section 6.b above and, if so, whether it is appropriate to designate any additional Authority Housing Lots as TIHDI Lots.

g) TIHDI's potential use of or participation in any of the Community Facilities to be provided in the Major Phase or Sub-Phase, as applicable, with consideration of the size, location and adjacencies of the Community Facilities, in accordance with Section II.3 below.

6. Selection of Affordable Housing

a) An existing TIHDI Member Organization service provider may select its Qualified Housing Developer, subject to the approval of TIHDI and the Authority, which approval shall not be unreasonably withheld. If an existing TIHDI Member Organization decides not to participate in the development of its TIHDI Replacement Units, TIHDI will organize a competitive RFP and selection process to select the Qualified Housing Developer for the applicable TIHDI Replacement Units. An RFP form that includes a request for information relating to sources and uses of funds, operations , services, and organizational capacity and experience, timeline and proposed

development team and qualifications, will be developed by TIHDI with input from the Mayor's Office of Housing (MOH), the San Francisco Redevelopment Agency (SFRA), and/or the Authority, as determined by the Authority. The developer of all New TIHDI Units must be a Qualified Housing Developer, as defined in the Housing Plan.

b) TIHDI will organize a review committee comprised of non-applying TIHDI Member Organizations and Board Members and one or more City or Authority representatives, as determined by the Authority. Selection criteria for both replacement (to the extent applicable) and new units will include: demonstrated experience with tax credit applications and other applicable funding applications; feasibility of financial proposal including both capital and operating budgets and proposed sources of revenue; organizational capacity, experience and qualifications to carry out the development program, management of the project, and proposed service provision. All housing providers must (i) comply with the Mayor's Office of Housing and San Francisco Redevelopment Agency Underwriting Guidelines, and any requirements, terms or conditions as may be reasonably be required by the Authority, and (ii) be a TIHDI Member Organization or be willing to become a TIHDI Member Organization if selected. After the selection committee chooses the housing provider, the provider will be forwarded to the Authority for final approval.

c) The Parties agree to work collaboratively to finalize the solicitation process and to select the Qualified Housing Developer as and when needed in order to avoid any delay in the completion of the New TIHDI Units.

d) The Authority will enter into a vertical Lease Disposition and Development Agreement ("LDDA") and ground lease with the housing provider (including the Qualified Housing Developer) for each TIHDI Development. The LDDA will be substantially in the same form as the vertical DDA for Market Rate projects under the TICD DDA, subject to such revisions as are necessary and appropriate for an affordable housing development and for the conveyance of the ground lease interest as opposed to a fee interest in the underlying real property.

e) Each LDDA will require that the TIHDI Development be constructed in a manner consistent with Island-wide design and construction rules and procedures determined by the Authority and other appropriate regulatory authorities and as set forth in the TICD DDA. At a minimum, each TIHDI Development must meet all of the applicable requirements of the Redevelopment Plan, the Design for Development, the Treasure Island Green Building Specifications, the Design Review and Document Approval Procedures and CEQA mitigation measures.

7. Schedule of Performance.

a) The Parties shall meet regularly through the Major Phase and Sub-Phase Approval processes to develop a schedule of performance for the New TIHDI Units. The Parties understand and agree that the completion of the New TIHDI Units is subject to numerous factors outside of the control of the Parties, most importantly the

date of the delivery of each TIHDI Lot and the availability of necessary funding. However, the Parties will meet on a regular basis to review the status of the particular phase and available funding so as to ensure that reasonable schedules for all pre-development and all development activities can be achieved.

b) Each LDDA will include a mutually acceptable schedule of performance that is reasonable, consistent with the project schedule and anticipated funding, and is binding on the applicable TIHDI Member Organization, the Authority and the selected Qualified Housing Developer, subject to force majeure and TICD's performance of its obligations under the TICD DDA that relate to affordable housing.

c) The Parties recognize the importance of completing the New TIHDI Units as part of the success of the overall project, and each LDDA will include appropriate remedies for the failure to commence, and diligently prosecute to completion, the TIHDI Development. These remedies may include damages, self help rights, and the termination of ground leases after the expiration of notice and cure rights. If the Authority terminates an LDDA and ground lease, it shall re-offer the parcel to another TIHDI Member Organization, or cause TIHDI to re-issue an RFP; provided, however, if time is of the essence for TIHDI Replacement Units, Transition Housing or other Affordable Housing needs of the Project, the Authority may choose instead to develop the applicable Lot for Remaining Authority Housing Units and select a different Authority Housing Lot to offer to TIHDI.

II. ECONOMIC DEVELOPMENT AND SUPPORT FACILITIES COMPONENT, EMPLOYMENT COMPONENT AND SUPPORT COMPONENT

1. Components of the 1996 TIHDI Agreement. The 1996 TIHDI Agreement includes an Economic Development and Support Facilities Component, an Employment Component and a Support Component. The Economic Development and Support Facilities Component serves to create revenue-generating opportunities for TIHDI's Member Organizations and work opportunities on the Project Site for Formerly Homeless and Economically Disadvantaged Persons. The Authority, TIHDI and TIHDI Member Organizations have previously entered into various agreements that further the goals of this component, including landscaping and janitorial contracts, agreements relating to the operation and funding of the childcare center and agreements relating to the operation and management of the special event venues at the Project Site. The Employment Component serves to establish a long-term employment policy for the Project Site by requiring future developers, construction employers, long-term lessees and other employers to comply with First Source Hiring and other existing hiring plan goals and requirements, and make good faith efforts to meet certain goals for employing formerly Homeless and Economically Disadvantaged Persons. The Support Component provides for administrative and operational funding to TIHDI and TIHDI Member Organizations that provide homeless housing and related services at the Project Site and funding for the TIHDI Job Broker Program. The Authority currently provides administrative and operational funds to TIHDI and agrees to continue to provide such funding consistent with existing funding levels during the Term, subject to appropriation and the availability of funds.

2. Jobs and Equal Opportunity Policy. In furtherance of the Economic Development and the Employment Components of the 1996 TIHDI Agreement, the Authority has adopted a Jobs and Equal Opportunity Program (the "**Jobs and Equal Opportunity Program**"), which is attached hereto as Exhibit F. The Jobs and Equal Opportunity Program addresses the following issues:

- Creating new construction and permanent employment opportunities (including but not limited to retail, maintenance, administrative and clerical positions, and para-professional jobs), goals for directing those jobs to priority groups, and a job broker program to facilitate and prepare linking the priority groups to the jobs.
- Creating professional services contracting, construction and other long-term employment opportunities for local San Francisco contractors and their employees.
- Creating economic development opportunities and related support for TIHDI residents and TIHDI Member Organizations.

Some of the key elements of the Jobs and Equal Opportunity Program are derived from the 1996 TIHDI Agreement. Other key elements are derived from other relevant City ordinances and policies and will require coordination with the building trades. The Jobs and Equal Opportunity Program integrates certain elements of the 1996 TIHDI Agreement with other existing City programs that provide similar or complementary functions, including the City's CityBuild program, as well as already mandated, established hiring programs including First Source Hiring, Section 3 Plus, and SBE contracting goals.

If required in connection with the implementation of the Jobs and Equal Opportunity Program or upon the request of either Party, the Authority and TIHDI agree to enter into a memorandum of understanding to further refine their respective roles and responsibilities under the Jobs and Equal Opportunity Program and to coordinate all efforts under the Jobs and Equal Opportunity Program in an efficient and effective manner.

3. Support Facilities Component. In furtherance of the Support Component of the 1996 TIHDI Agreement, the Authority, with input from TICD and TIHDI, has formulated a Community Facilities Plan (the "**Community Facilities Plan**"), which contemplates that TIHDI will have the exclusive right to negotiate for a certain amount of Community Facilities Space. The Authority will provide, or for space controlled by TICD, cause TICD to provide, TIHDI the exclusive right to negotiate in good faith for leases of TIHDI administrative office space of up to 2,500 square feet and up to 9,500 square feet of general social services space, provided both spaces provide direct services to TIHDI Member Organizations' clients. To the extent that general social services space can be located within community space that TIHDI can regularly access, TIHDI agrees to reduce the general social services space requirement to no more than 5,000 square feet. Subject to the reasonable approval of the Authority, TIHDI and its Member Organizations shall not be required to pay rent for this administrative office space and general social services space (although TIHDI may be required to pay reasonable and customary charges for common area maintenance, taxes, insurance, and utilities associated with their space) to the extent that TIHDI and/or its Member Organizations use such space to provide direct services on Treasure Island; otherwise, TIHDI and its Member Organizations shall pay a fair market rental for such space.

This Agreement is executed as of the ___ day of _____, 2011.

TREASURE ISLAND DEVELOPMENT AUTHORITY

By: _____
Name: Rich Hillis
Its: Redevelopment Project Director

TREASURE ISLAND HOMELESS DEVELOPMENT INITIATIVE, INC.,
a California non-profit corporation

By:
Name: Sherry Williams
Its: Executive Director

EXHIBITS:

EXHIBIT A – Project Site

EXHIBIT B – List of TIHDI Member Organizations

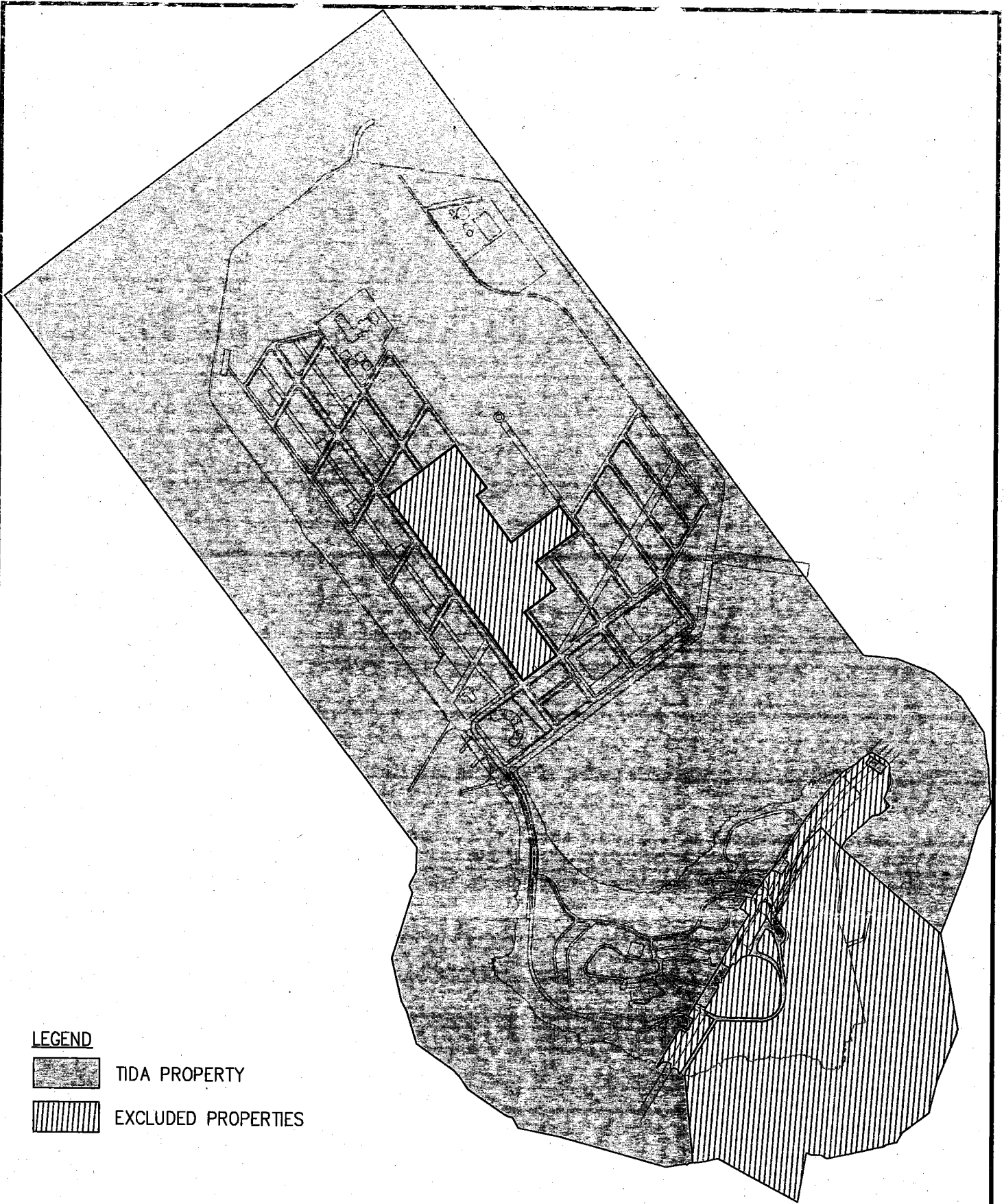
EXHIBIT C – Housing Plan

EXHIBIT D – Existing TIHDI Units

EXHIBIT E – TIHDI Transition Housing Plan For Treasure Island Homeless Development
Initiative Permanent Supportive Housing

EXHIBIT F – Jobs and Equal Opportunity Program

Exhibit A – Project Site



LEGEND



TIDA PROPERTY



EXCLUDED PROPERTIES



0 1200

Exhibit B

THIDI Member Organizations As of April 13, 2010

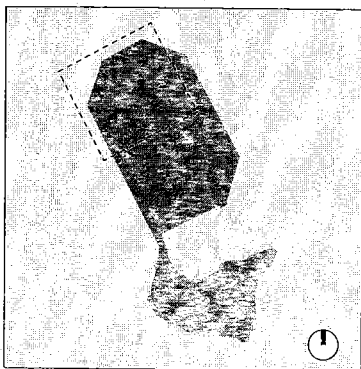
1. Catholic Charities
2. Community Housing Partnership
3. Rubicon Programs
4. Swords to Plowshares
5. Walden House
6. Mercy Housing
7. Toolworks
8. Boys and Girls Club of San Francisco

**Exhibit C
Housing Plan**

To be Attached



EXHIBIT D: EXISTING TIHDI UNITS



Existing TIHDI Units

Exhibit E

TREASURE ISLAND HOMELESS DEVELOPMENT INITIATIVE

TIHDI TRANSITION HOUSING PLAN

**FOR TREASURE ISLAND HOMELESS DEVELOPMENT INITIATIVE PERMANENT
SUPPORTIVE HOUSING**



TIHDI TRANSITION HOUSING PLAN
FOR TREASURE ISLAND HOMELESS DEVELOPMENT INITIATIVE
PERMANENT SUPPORTIVE HOUSING

I. GENERAL

A. Background

This TIHDI Transition Housing Plan for the Treasure Island Homeless Development Initiative Permanent Supportive Housing (“**Transition Housing Plan**”) reflects the TIHDI Agreement Term Sheet between the Treasure Island Homeless Development Initiative (“**TIHDI**”) and the Treasure Island Development Authority (“**TIDA**”) dated as of May 18, 2010 (the “**Term Sheet**”). TIDA has no obligations to provide any Transition Benefits to any TIHDI residents. This Transition Plan only explains the obligations of the TIHDI Housing Providers to provide a Transition Unit and Moving Assistance to their residents. Definitions used in this Transition Housing Plan are provided in **Appendix 4** for reference.

During World War II, Naval Station Treasure Island (“**NSTI**”) was used as a center for receiving, training, and dispatching service personnel.

After the war, NSTI was used primarily as a naval training and administrative center. In 1993, Congress and the President selected NSTI for closure and disposition by the Base Realignment and Closure Commission acting under Public Law 101-510, 10 U.S.C. § 2687 and its subsequent amendments (“**BRAC**”). The Department of Defense subsequently designated the City as the Local Reuse Authority (“**LRA**”) responsible for the conversion of NSTI to civilian use under the federal disposition process.

The City opted to negotiate for the transfer of NSTI under the Base Closure Community Redevelopment and Homeless Assistance Act of 1994 (Pub. Law 103-421) (the “**Base Redevelopment Act**”) amending BRAC, under which certain portions of NSTI would be set aside for homeless assistance programs in a manner that balances the economic development needs of the redevelopment process. A consortium of nonprofit organizations is providing a variety of services to the formerly homeless in conjunction with temporary housing in existing military units pending redevelopment. This consortium is organized as TIHDI, to coordinate the homeless assistance programs to be provided under the Base Redevelopment Act.

In anticipation of base closure and following a public planning process, the Mayor, the Board of Supervisors, and the Planning Commission endorsed a Draft Base Reuse Plan for NSTI in 1996 outlining opportunities, constraints, policy goals, and recommendations for the redevelopment of NSTI. The City entered into an agreement with TIHDI in 1996 to develop and implement the homeless component under the Base Reuse Plan, which includes the right to temporary use of former military housing at NSTI and permanent housing through the base redevelopment process. The City formed TIDA as a redevelopment agency under California

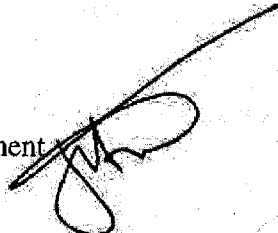
JOANNE HAYES-WHITE
CHIEF OF DEPARTMENT



EDWIN M. LEE
MAYOR

SAN FRANCISCO FIRE DEPARTMENT
CITY AND COUNTY OF SAN FRANCISCO

TO: Planning Commission
FROM: Joanne Hayes-White, Chief of Department
DATE: April 21, 2011
SUBJECT: Treasure Island Development Project



The San Francisco Fire Department has been briefed on the layout and infrastructure plan as it relates to the Treasure Island Development Project and has no objections to its movement forward. It is my understanding that as details of the plan are further refined, the San Francisco Fire Department will have the opportunity to review and approve all aspects that fall under its authority.

RECEIVED
BOARD OF SUPERVISORS
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BY AK

1 [Treasure Island Homeless Development Initiative Agreement for Treasure Island/Yerba
2 Buena Island]

3 **Resolution approving the Amended and Restated Base Closure Homeless Assistance**
4 **Agreement with the Treasure Island Homeless Development Initiative.**

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

8 WHEREAS, The Base was selected for closure and disposition by the Base
9 Realignment and Closure Commission ("BRAC") in 1993, acting under Public Law 101-510,
10 and its subsequent amendments; and,

11 WHEREAS, The United States Department of Defense designated the City and County
12 of San Francisco ("City") as the Local Redevelopment Authority ("LRA") responsible for the
13 conversion of the Base under the federal disposition process; and,

14 WHEREAS, The Board of Supervisors adopted Resolution No. 573-94 on July 2, 1994,
15 electing to be governed by a process prescribed by the Federal Government in the Base
16 Closure Community Redevelopment and Homeless Assistance Act of 1994 (the "Homeless
17 Assistance Act"), which requires the LRA to propose a plan for using Base resources to assist
18 homeless persons as part of its preparation of a strategic land use plan for the reuse and
19 development of the Base; and,

20 WHEREAS, The Homeless Assistance Act requires the LRA to prepare (i) a proposed
21 legally binding agreement that provides for the use of buildings, property and other resources
22 on and off the Base to assist homeless persons in the community, which will become effective
23 after completion of environmental review under the California Environmental Quality Act
24 ("CEQA") and the National Environmental Policy Act; (ii) information regarding how the draft
25 Reuse Plan for the Base addresses homelessness in the community; and (iii) a summary of

1 public comments regarding the above-mentioned documents (collectively, the "Homeless
2 Assistance Submission"); and,

3 WHEREAS, The Treasure Island Homeless Development Initiative ("TIHDI") is a
4 collaborative, consisting of non-profit organizations ("TIHDI Member Organizations"), that was
5 formed in June 1994 for the purpose of utilizing the structural and economic development
6 resources of the Base to fill gaps in the continuum of care for homeless individuals and
7 families in the City; and,

8 WHEREAS, TIHDI submitted a Notice of Interest to the LRA on November 1, 1995
9 requesting the use of certain buildings on the Base and proposing various programs on the
10 Base to serve homeless and economically disadvantaged persons; and,

11 WHEREAS, In 1996, the City and TIHDI negotiated a Base Closure Homeless
12 Assistance Agreement and Option to Lease Real Property (the "Homeless Assistance
13 Agreement") as part of the Homeless Assistance Submission, which describes the terms
14 under which TIHDI and TIHDI Member Organizations (i) could utilize up to 375 units of
15 existing former military housing on an interim basis, (ii) would be granted certain rights to new
16 housing opportunities as part of the reuse and development of the Base, (iii) would receive
17 certain rights to economic development opportunities, (iv) would participate in a permanent
18 employment program related to activities on the Base, and (v) could receive certain financial
19 support and facilities; and,

20 WHEREAS, The Board of Supervisors adopted Resolution No. 672-96 on July 25,
21 1996, endorsing a draft Reuse Plan for the Base and authorizing the submission of the draft
22 Reuse Plan and the Homeless Assistance Submission to the Department of Defense and the
23 United States Department of Housing and Urban Development ("HUD") as required under the
24 Homeless Assistance Act; and,

25

1 WHEREAS, HUD approved the draft Reuse Plan and the Homeless Assistance
2 Submission on November 26, 1996; and,

3 WHEREAS, On June 13, 1997, the Board of Supervisors adopted Resolution No. 566-
4 97 endorsing an amendment to the Homeless Assistance Agreement to allow for the transfer
5 of certain Navy personal property to TIHDI, and the Homeless Assistance Agreement, as
6 amended, is referred to in this Resolution as the "1996 TIHDI Agreement"; and,

7 WHEREAS, In 1997, the Base closed and the Treasure Island Development Authority
8 ("TIDA") was created to replace the City as the LRA and to serve as a single entity
9 responsible for the reuse and development of the Base; and,

10 WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended
11 Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter
12 1333 of the Statutes of 1968 (the "Conversion Act"), the California Legislature (i) granted to
13 the Board of Supervisors the authority to designate TIDA as a redevelopment agency under
14 California Community Redevelopment Law with authority over the Base; and (ii) with respect
15 to those portions of the Base that are subject to the public trust for commerce, navigation and
16 fisheries (the "Public Trust"), vested in TIDA the authority to administer the Public Trust as to
17 such property in accordance with the terms of the Conversion Act; and,

18 WHEREAS, Under the Conversion Act and TIDA's Articles of Incorporation and
19 Bylaws, TIDA, acting by and through its Board of Directors (the "TIDA Board"), has the power,
20 subject to applicable laws, to sell, lease, exchange, transfer, convey or otherwise grant
21 interests in or rights to use or occupy all or any portion of the Base; and,

22 WHEREAS, After a competitive bid process, the TIDA Board selected Treasure Island
23 Community Development, LLC ("TICD") as the proposed master developer of the Base and
24 entered into exclusive negotiations with TICD relating to a Disposition and Development
25 Agreement ("TICD DDA") and other transaction documents; and,

1 WHEREAS, Since endorsement of the Reuse Plan and selection of TICD as the
2 proposed master developer, TIDA has undertaken an extensive public process to further
3 refine the land use plan for the Base, which has included over 250 public meetings before the
4 TIDA Board, the Treasure Island/Yerba Buena Island Citizens Advisory Board ("CAB"), the
5 Board of Supervisors, the Planning Commission, and in other public forums; and,

6 WHEREAS, In 2006, a Development Plan and Term Sheet for the Redevelopment of
7 Naval Station Treasure Island (as amended from time to time, the "Updated Development
8 Plan") between TIDA and TICD was endorsed by the CAB, the TIDA Board and the Board of
9 Supervisors, which, among other things, (i) describes the updated land use plan for the Base,
10 (ii) describes the basic terms of the proposed TICD DDA, and (iii) addresses how the terms of
11 the 1996 TIHDI Agreement are intended to be incorporated into the proposed reuse and
12 development of the Base (the "Project"); and,

13 WHEREAS, TIDA has negotiated an Economic Development Conveyance
14 Memorandum of Agreement with the Navy for the transfer of the Base to TIDA as the
15 designated LRA; and,

16 WHEREAS, TIDA and TIHDI have implemented significant policies of the 1996 TIHDI
17 Agreement through (i) interim subleases between TIDA and TIHDI or TIHDI Member
18 Organizations for TIHDI administrative space, the childcare center and 250 existing housing
19 units on Treasure Island; (ii) contracts between TIDA and TIHDI Member Organizations for
20 landscaping, janitorial and other services; (iii) the creation of the TIHDI Job Broker Program;
21 and (iv) the formation of a joint venture among TIHDI, Toolworks (a TIHDI Member
22 Organization) and Wine Valley Catering to manage TIDA's special events venues at the Base;
23 and,

24

25

1 WHEREAS, In 2010, the Board of Supervisors unanimously endorsed a Term Sheet
2 between TIDA and TIHDI for the Amended and Restated Base Closure Homeless Assistance
3 Agreement (the "TIHDI Term Sheet") in Resolution 249-10; and,

4 WHEREAS, The TIHDI Term Sheet was the basis for the parties' negotiation of an
5 amendment and restatement of the 1996 TIHDI Agreement (the "Amended and Restated
6 TIHDI Agreement" or "TIHDI Agreement") that outlines TIHDI's participation in the
7 development project via housing, economic development and support components and,
8 among other things, reflects the updated land use plan, development program, housing plan
9 and financing plan described in the TICD DDA and other terms negotiated between TIDA and
10 TIHDI, a copy of which is attached hereto as Exhibit A, and incorporated herein by reference;
11 and,

12 WHEREAS, The proposed TIHDI Agreement is consistent with the TIHDI Term Sheet
13 as well as the proposed development program and economic assumptions included in the
14 TICD DDA and TIHDI's current interim uses and activities on the Base; and,

15 WHEREAS, The TIHDI Agreement was presented to the CAB at a duly noticed public
16 meeting on March 22, 2011, and on April 19, 2011 the CAB voted to recommend the TIHDI
17 Agreement; and,

18 WHEREAS, On April 21, 2011, the Planning Commission by Motion No. 18325 and the
19 TIDA Board by Resolution No. 11-14-04/21, as co-lead agencies, certified the completion of
20 the Final Environmental Impact Report for the Project, of which the TIHDI Agreement forms a
21 part; and,

22 WHEREAS, On April 21, 2011, the TIDA Board, by Resolution No. 11-15-04/21,
23 adopted environmental findings pursuant to the California Environmental Quality Act with
24 respect to approval of the Project, including a mitigation monitoring and reporting program and
25 a statement of overriding considerations; now, therefore, be it

1 RESOLVED, That the TIDA Board hereby approves the TIHDI Agreement and
2 authorizes the Treasure Island Project Director ("Director") to execute, deliver and perform the
3 TIHDI Agreement, subject to obtaining the Board of Supervisors' approval of the TIHDI
4 Agreement; and, be it

5 FURTHER RESOLVED, That the TIDA Board authorizes the Director, prior to
6 execution of the TIHDI Agreement, to make changes and take any and all steps, including but
7 not limited to, the attachment of exhibits and the making of corrections, as the Director
8 determines, in consultation with the City Attorney, are necessary or appropriate to
9 consummate the TIHDI Agreement in accordance with this Resolution; provided, however,
10 that such changes and steps do not materially decrease the benefits to or materially increase
11 the obligations or liabilities of TIDA, and are in compliance with all applicable laws; and, be it

12 FURTHER RESOLVED, That all actions heretofore taken by TIDA and its officers,
13 employees, and agents with respect to the TIHDI Agreement are hereby approved, confirmed
14 and ratified; and, be it

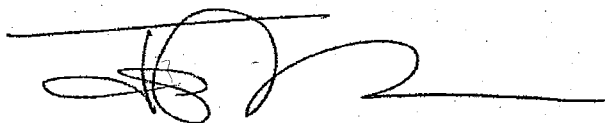
15 FURTHER RESOLVED, That the TIDA Board authorizes and urges all officers,
16 employees, and agents of TIDA and the City to take any and all steps as they deem
17 necessary or appropriate, to the extent permitted by applicable law, in order to consummate
18 the TIHDI Agreement in accordance with this Resolution, including execution of subsequent
19 documents, or to otherwise effectuate the purpose and intent of this Resolution and TIDA's
20 performance under the TIHDI Agreement; and, be it

21 FURTHER RESOLVED, That the TIDA Board authorizes the Director to enter into any
22 amendments or modifications to the TIHDI Agreement that the Director determines, in
23 consultation with the City Attorney, are in the best interest of TIDA, do not materially decrease
24 the benefits to or materially increase the obligations or liabilities of TIDA, and are in
25 compliance with all applicable laws.

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CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on April 21, 2011.



Jean-Paul Samaha, Secretary