

BOARD of SUPERVISORS



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MEMORANDUM

HOMELESSNESS AND BEHAVIORAL HEALTH SELECT COMMITTEE

SAN FRANCISCO BOARD OF SUPERVISORS

TO: Supervisor Hillary Ronen, Chair
Homelessness and Behavioral Health Select Committee

FROM: Stephanie Cabrera, Assistant Clerk

DATE: September 29, 2023

SUBJECT: **COMMITTEE REPORT, BOARD MEETING**
Tuesday, October 3, 2023

The following file should be presented as COMMITTEE REPORT at the regular Board meeting on Tuesday, October 3, 2023. This Resolution was acted upon at the Homelessness and Behavioral Health Select Committee special meeting on Friday, September 29, 2023, at 10:00 a.m., by the votes indicated.

Item No. 34 File No. 230974

[Sublease Agreement - California State Lands Commission - Candlestick Point State Recreation Area - Vehicle Triage Center - Base Rent of \$312,000]

Sponsor: Mayor

Resolution authorizing and approving the Director of Property, on behalf of the Department of Homelessness and Supportive Housing, to negotiate and enter into a sublease agreement for 312,000 square feet of property owned by the California State Lands Commission and leased to the California Department of Parks and Recreation, for the City's continued use as the Bayview Vehicle Triage Center at Candlestick Point State Recreation Area, for a term of two years commencing on or about January 13, 2024, through January 12, 2026, for a base rent of \$312,000 per year; authorizing the Director of Property to execute documents, make certain modifications and take certain actions in furtherance of the sublease; affirming findings under the California Environmental Quality Act; and finding the proposed sublease is in conformance with the General Plan, and the eight priorities of Planning Code, Section 101.1. (Department of Homelessness and Supportive Housing)

(Fiscal Impact)

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor Hillary Ronen - Aye
Supervisor Rafael Mandelman - Aye
Supervisor Shamann Walton - Aye

Cc: Board of Supervisors
Angela Calvillo, Clerk of the Board
Alisa Somera, Legislative Deputy
Anne Pearson, Deputy City Attorney

File No. 230974

Committee Item No. 1

Board Item No. 34

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Homelessness and Behavioral Health Select Date: September 29, 2023

Board of Supervisors Meeting: Date: October 3, 2023

Cmte Board

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Resolution
<input type="checkbox"/>	<input type="checkbox"/>	Ordinance
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<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Budget and Legislative Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Youth Commission Report
<input type="checkbox"/>	<input type="checkbox"/>	Introduction Form
<input type="checkbox"/>	<input type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input type="checkbox"/>	<input type="checkbox"/>	MOU - FY2022-2024 - Clean
<input type="checkbox"/>	<input type="checkbox"/>	MOU - FY2022-2024 - Redline
<input type="checkbox"/>	<input type="checkbox"/>	Grant Information Form
<input type="checkbox"/>	<input type="checkbox"/>	Grant Budget
<input type="checkbox"/>	<input type="checkbox"/>	Subcontract Budget
<input type="checkbox"/>	<input type="checkbox"/>	Contract / DRAFT Mills Act Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Form 126 – Ethics Commission
<input type="checkbox"/>	<input type="checkbox"/>	Award Letter
<input type="checkbox"/>	<input type="checkbox"/>	Application
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Public Correspondence

OTHER

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>DRAFT Candlestick Sublease Agrmnt</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>PLN Determination Memo 090623</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>PLN GPR Letter 090623</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>RED Cover Ltr. 090723</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>CEQA Referral 092123</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>HSH PPT 092923</u>
<input type="checkbox"/>	<input type="checkbox"/>	<u> </u>

Prepared by: Stephanie Cabrera

Date: September 22, 2023

Prepared by: Stephanie Cabrera

Date: September 29, 2023

Prepared by:

Date:

1 [Sublease Agreement - California State Lands Commission - Candlestick Point State
2 Recreation Area - Vehicle Triage Center - Base Rent of \$312,000]

3 **Resolution authorizing and approving the Director of Property, on behalf of the**
4 **Department of Homelessness and Supportive Housing, to negotiate and enter into a**
5 **sublease agreement for 312,000 square feet of property owned by the California State**
6 **Lands Commission and leased to the California Department of Parks and Recreation,**
7 **for the City's continued use as the Bayview Vehicle Triage Center at Candlestick Point**
8 **State Recreation Area, for a term of two years commencing on or about January 13,**
9 **2024, through January 12, 2026, for a base rent of \$312,000 per year; authorizing the**
10 **Director of Property to execute documents, make certain modifications and take certain**
11 **actions in furtherance of the sublease; affirming findings under the California**
12 **Environmental Quality Act; and finding the proposed sublease is in conformance with**
13 **the General Plan, and the eight priorities of Planning Code, Section 101.1.**
14

15 WHEREAS, The Department of Homelessness and Supportive Housing's ("HSH")
16 mission is to prevent homelessness when possible and to make homelessness a rare,
17 brief, and one-time experience in San Francisco through the provision of coordinated,
18 compassionate, and high-quality services; and

19 WHEREAS, With the enactment of Resolution No. 319-18 in October 2018, the
20 Board of Supervisors and Mayor London N. Breed declared a shelter crisis and affirmed
21 San Francisco's commitment to combatting homelessness and creating or augmenting a
22 continuum of shelter and service options for those experiencing homelessness; and

23 WHEREAS, Proposition C (2018) (Gross Receipts Tax for Homelessness Services)
24 ("Prop C"), passed by San Francisco voters in November 2018, created the Homelessness
25 Gross Receipts Tax to fund the Our City, Our Home ("OCOH") program, in order to expand

1 and be complementary to existing funding and strategic efforts to prevent and end
2 homelessness for San Francisco residents; and

3 WHEREAS, On May 10, 2019, the Mayor approved Ordinance No. 82-19, creating the
4 “Safe Overnight Parking Pilot Program” to provide eligible people experiencing homelessness
5 residing in their vehicles a place to park and sleep in their vehicles overnight, case
6 management and other services; and

7 WHEREAS, The City opened the Vehicle Triage Center Pilot Program (“Pilot Program”)
8 as a temporary use of the property located at 2340 San Jose Avenue (“Balboa Upper Yard”)
9 in November 2019 that served a total of 75 individuals during the first year of operations and
10 was closed in March 2021 to allow for the commencement of construction of a 100%
11 affordable housing project at Balboa Upper Yard; and

12 WHEREAS, The Pilot Program at Balboa Upper Yard was proven as an effective
13 program for resolving vehicle encampments in the community; and

14 WHEREAS, In October 2021, Resolution No. 479-21 was approved by the Mayor and
15 the Board of Supervisors and authorized the city to negotiate and enter into a sublease
16 agreement for 312,000 square feet of property owned by the California State Lands
17 Commission and leased to the California Department of Parks and Recreation, for the City’s
18 use as a the Bayview Vehicle Triage Center (“Program”) at Candlestick Point State Recreation
19 Area (“CPSRA”) for an initial term of two years, with rent to be paid through in-kind public
20 services; and

21 WHEREAS, The OCOH Oversight Committee recommended in its 2020-2023
22 Investment Plan that the City use Prop C funds to prioritize investments into a range of
23 different models for sheltering and supporting people experiencing homelessness, tailored to
24 the needs of different communities of people experiencing homelessness, including funding for
25 safe parking programs; and

1 WHEREAS, According to the 2022 Point-in-Time Homeless Count administered
2 by HSH, there were approximately 7,754 people experiencing homelessness in San
3 Francisco, 5,180 of which were unsheltered with 24% of those sleeping in vehicles; and

4 WHEREAS, According to the Tent, Structure and Vehicle Count conducted by the City
5 in July 2023, there were 1,058 inhabited vehicles in San Francisco, 507 or 48% of which were
6 located in District 10; and

7 WHEREAS, Without a safe alternative location for unhoused people living in their
8 vehicles to stay, the City and the State Parks are limited in their ability to resolve existing
9 vehicle encampments in the area; and

10 WHEREAS, In 2021, the City identified an approximately 312,000 square foot parking
11 lot (commonly known as the “Boat Launch Parking Lot”) within the CPSRA, Assessor’s Parcel
12 Block No. 4886, Lot No. 09 (the “Property”), as an optimal site for unhoused people residing in
13 their vehicles to safely store or stay in their vehicles while accessing a variety of services and
14 resources to support a permanent exit from homelessness (“Vehicle Triage Center”) to
15 resolve the vehicle encampment in the vicinity of the CPSRA; and

16 WHEREAS, The identified Property, the Boat Launch Parking Lot, was recommended
17 by community stakeholders because it has been closed for many years and would not impact
18 parking or recreational use of CPSRA; and

19 WHEREAS, The Property is relatively private and remote and does not interfere with
20 the operations or recreational use of the park ; and

21 WHEREAS, On October 19, 2021, the Board of Supervisors adopted Resolution No.
22 479-21 authorizing the City to enter into a sublease (“Sublease”) with the California State
23 Lands for the creation of a Vehicle Triage Center at the Property; and

24 WHEREAS, The Sublease has a term of two years and terminates on January 12,
25 2024; and

1 WHEREAS, The State Lands Committee approved the Sublease on October 21, 2021,
2 and will be required to approve the new sublease following approval of this Resolution by the
3 Board of Supervisors; and

4 WHEREAS, As part of the terms of the Sublease, HSH: (i) installed a perimeter fence
5 around the Program, solar lighting, guard shack, mobile trailers, potable water bibs, and porta-
6 potties as needed; (ii) repainted the adjacent existing public restrooms; and (iii) proposes to
7 repair and improve CPSRA water mains and sewer lines, as necessary, for the use of the
8 Property as a Vehicle Triage Center; and

9 WHEREAS, The Program opened in January 2022, and provided critical resources to
10 unhoused people residing in the vehicle encampments in the vicinity of CPSRA and other
11 recreational and passenger vehicles in the Bayview, providing a safe place to stay in their
12 vehicles while accessing services and connecting to resources within the Homelessness
13 Response System to support a permanent exit out of homelessness; and

14 WHEREAS, The Program has served a total of 113 unique households since it opened;
15 and

16 WHEREAS, On April 26, 2022, the Board of Supervisors adopted Resolution No. 146-
17 22 that authorized HSH to execute a Standard Agreement with the California Department of
18 Housing and Community Development and accept and expend \$5,600,000 of 2021-22
19 California Budget Act Funds to support capital expenditures related to the Program; and

20 WHEREAS, HSH continue to participate in a community working group with neighbors,
21 non-profit operators of the site, and appropriate city departments that meets regularly to
22 address any community concerns related to the Program; and

23 WHEREAS, HSH desires to continues to operate the Program at the Property for
24 another two-year term to continue to provide critical resources to people experiencing
25 homelessness and residing in vehicles in the area; and

1 WHEREAS, The FY2023-25 HSH budget includes funding to maintain critical shelter
2 resources, including the continued operations of the Program with an expanded capacity if the
3 proposed, new sublease is approved; and

4 WHEREAS, The Real Estate Division on behalf of HSH, in consultation with the Office
5 of the City Attorney, has negotiated a new sublease that is similar to the existing Sublease, a
6 copy of which is on file with the Clerk of the Board of Supervisors in File No. 230974; setting
7 forth the terms on which the State will allow the continuation of the Vehicle Triage Center on
8 a portion of the CPSRA, in addition to the upgrade and repair of the existing restroom facility
9 near the Property, and upgrade and repair of existing water and sewer pipelines for use at the
10 Property; and

11 WHEREAS, The term of the proposed new sublease shall be for two years,
12 commencing on or about January 13, 2024, or upon approval by the State Lands
13 Commission; and

14 WHEREAS, Base rent shall be \$312,000 per year, with no annual adjustment as
15 determined by the Director of Property to be fair market value; and

16 WHEREAS, State Parks supports the new sublease of the Property to the City for
17 continued use as the Bayview Vehicle Triage Center; and

18 WHEREAS, Under Administrative Code Section 23.27, since the consideration payable
19 by the City is less than \$45 per square foot per year, an independent fair market rental
20 appraisal is not required for approval of the new sublease; and

21 WHEREAS, The City shall continue to pay for utility and services (janitorial, 24/7
22 staffing) at the Property; and

23 WHEREAS, On September 6, 2023, the Environmental Planning Division of the
24 Planning Department determined that the actions contemplated in this resolution are not
25 subject to the California Environmental Quality Act, Public Resources Code, Section 21000 et

1 seq. ("CEQA"), pursuant to California law set forth in Assembly Bill 101, California
2 Government Code, Sections 65660 – 65668 (AB 101) (the "CEQA Determination"), a copy of
3 which is on file with the Clerk of the Board of Supervisors in File No. 230974 and is
4 incorporated herein by reference; and

5 WHEREAS, On September 6, 2023, the Planning Department found the actions
6 contemplated in this resolution are consistent, on balance, with the General Plan and the eight
7 priority policies in Planning Code, Section 101.1 (the "General Plan Referral"), and a copy of
8 the General Plan Referral is on file with the Clerk of the Board of Supervisors in File No.
9 230974 and is incorporated herein by reference; now, therefore, be it

10 RESOLVED, That in accordance with the recommendation of the Executive Director of
11 HSH and the Director of Property, the Board of Supervisors authorizes the Director of
12 Property, in consultation with the Office of City Attorney and HSH, to renew the Sublease for
13 the Property as set forth in the new sublease for the Property on file; and, be it

14 FURTHER RESOLVED, The yearly base rent for the new sublease term shall be
15 \$312,000, exclusive of utilities and services which are the City's responsibility; and, be it

16 FURTHER RESOLVED, The new sublease form will be generally consistent with the
17 Sublease that was previously negotiated and accepted by the City as tenant, and shall include
18 contracting requirements set forth in the City's Administrative Code, subject to any
19 exemptions or waivers applicable to the State; and, be it

20 FURTHER RESOLVED, The Board of Supervisors authorizes the payment of
21 administrative fees, estimated to be no more than \$25,000 to the State of California
22 Department of Parks and Recreation, and other State departments for review and approval of
23 the new sublease and plans for the proposed improvements to the Property; and, be it

1 FURTHER RESOLVED, The Board of Supervisors finds that the new sublease and
2 proposed continued use of the Property as a Vehicle Triage Center serves a public purpose
3 for the benefit of the State, City and District; and, be it

4 FURTHER RESOLVED, The Board of Supervisors approves the terms as set forth in
5 the new sublease, and authorizes the Director of Property to take all actions, on behalf of the
6 City, to enter into a new sublease consistent with the Term Sheet, and to make any
7 amendments or modifications to the new sublease that the Director of Property determines, in
8 consultation with the City Attorney, are in the best interests of the City, do not materially
9 increase the obligations or liabilities of the City, and are necessary or advisable to complete
10 the transaction and effectuate the purposes and intent of this resolution and are in compliance
11 with all applicable laws, including the City Charter; and, be it

12 FURTHER RESOLVED, The Board of Supervisors authorizes HSH and the
13 Department of Public Works to make improvements to the Property as described in the new
14 sublease as part of the new sublease transaction; and, be it

15 FURTHER RESOLVED, That the new sublease will include a city indemnification of the
16 State Lands Commission and State Parks, and an agreement to defend the State Lands
17 Commission and State Parks against any and all claims, costs and expenses, including,
18 without limitation, reasonable attorney's fees incurred as a result of the City's use of the
19 Property, any default by the City in the performance or any of its obligations under the new
20 sublease, or any acts or omissions of the City or its agents in, on, or about the Property or the
21 larger parcel of CPSRA on which the Property is located, including those claims ,costs and
22 expenses incurred as a result of the negligence or willful misconduct of Landlord and State
23 Lands, State Parks, or their agents; and, be it

24 FURTHER RESOLVED, That any action heretofore taken by any City employee or
25 official with respect to the new sublease is hereby approved, confirmed and ratified; and, be it

1 FURTHER RESOLVED, That the Board of Supervisors adopts the Planning
2 Department's CEQA Determination and findings in the General Plan Referral as its own,
3 incorporates them into this Resolution, and affirms that the actions in this resolution are
4 consistent, on balance, with the General Plan and with Planning code, Section 101.1(b) for the
5 reasons set forth in the General Plan Referral; and, be it

6 FURTHER RESOLVED, That within thirty (30) days following the execution of the new
7 sublease, the Director of Property shall provide a copy of the new sublease to the Clerk of the
8 Board to include into Board File No. 230974.

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/s/
Budget and Analysis Division Director
on behalf of Ben Rosenfield, Controller

/s/
Andrico Q. Penick, Director of Property
Real Estate Division

Mayor Breed
BOARD OF SUPERVISORS

CITY AND COUNTY OF SAN FRANCISCO

BOARD OF SUPERVISORS

BUDGET AND LEGISLATIVE ANALYST

1390 Market Street, Suite 1150, San Francisco, CA 94102 (415) 552-9292
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September 22, 2023

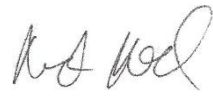
TO: Homelessness & Behavioral Health Select Committee
FROM: Budget and Legislative Analyst 
SUBJECT: September 29, 2023 Homelessness & Behavioral Health Select Committee Meeting

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Item 1 File 23-0974	Department: Department of Homelessness and Supportive Housing (HSH)
EXECUTIVE SUMMARY	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> The proposed resolution would authorize the Director of Property, on behalf of the Department of Homelessness and Supportive Housing (HSH), to negotiate and enter into a sublease with the California Department of Parks and Recreation for 312,000 square feet of property to continue the City’s use of the Bayview Vehicle Triage Center at Candlestick Point State Recreation Area (CPSRA), for a term of two years from approximately January 13, 2024 through January 12, 2026, for annual base rent of \$312,000. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> In April 2019, the Board of Supervisors approved an ordinance that required HSH to establish a Safe Overnight Parking Pilot Program to provide homeless people a safe place to park and sleep in their vehicles. The City identified an underutilized parking lot at CPSRA, and the Board of Supervisors approved a resolution authorizing the Director of Property to negotiate a two-year sublease for the site, with rent paid by in-kind law and parking enforcement services. The California Department of Parks and Recreation has agreed to a new sublease for an additional two years. The Bayview Vehicle Triage Center opened in January 2022. The site initially had anticipated capacity for 78 parking spaces with a goal of expanding to 150 parking spaces after site improvements were completed by July 2022. However, due to the size of vehicles and vehicle spacing required by the State Fire Marshal, capacity has been limited to 35 vehicles and final capacity is now anticipated to be approximately 69 vehicles. HSH is awaiting PG&E approval for power connections to meet the expanded capacity. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> Over the two-year term of the proposed sublease, HSH would pay \$624,000 in total rent. In addition to rent, the Budget and Legislative Analyst estimates that total costs for operating the Bayview Vehicle Triage Center for two years are approximately \$11,596,115. <p style="text-align: center;">Policy Consideration</p> <ul style="list-style-type: none"> Given that PG&E often has long lead times for power connection projects, it is possible that site capacity may not expand during the two-year term of the proposed sublease. Assuming an ongoing capacity of 35 vehicles per night, the cost per vehicle is approximately \$140,000 per year, which is by far the most expensive homeless response intervention. <p style="text-align: center;">Recommendations</p> <ul style="list-style-type: none"> Request the Department of Homelessness & Supportive Housing report to the Board of Supervisors on the costs and benefits of lower cost service models to operate vehicle triage centers by June 2024, as part of the Department’s budget proposal. Approve the proposed resolution. 	

MANDATE STATEMENT

City Administrative Code 23.27 states that any lease with a term of one year or longer and where the City is the tenant is subject to Board of Supervisors approval by resolution.

BACKGROUND

In April 2019, the Board of Supervisors approved an ordinance that required the Department of Homelessness and Supportive Housing (HSH) to establish a Safe Overnight Parking Pilot Program to provide homeless people a safe place to park and sleep in their vehicles (File 19-0141). The City identified an underutilized parking lot at Candlestick Point State Recreation Area (CPSRA), which is owned by the California State Lands Commission and leased to the California Department of Parks and Recreation. In October 2019, the Board of Supervisors approved a resolution authorizing the Director of Property, on behalf of HSH, to negotiate and enter a sublease for 312,000 square feet of property at CPSRA to use as a vehicle triage center for an initial term of two years, with rent to be paid as in-kind law enforcement and parking enforcement services valued at \$1,796,090 (File 21-0966). To prepare the site, HSH installed a perimeter fence, solar lighting, guard shack, mobile trailers, potable water bibs, and portable toilets, and repainted the existing public restrooms. In April 2022, the Board of Supervisors authorized HSH to enter into a Standard Agreement with the California Department of Housing and Community Development (HCD) to accept and expend up to \$5,600,000 in grant funds to fund these improvements (File 22-0293). According to HSH, the Department has spent approximately \$4.6 million in grant funds and approximately \$1 million is available for future improvements, discussed below section below.

With the closure of the original vehicle triage center on San Jose Avenue, the Bayview Vehicle Triage Center is currently the only one operating in San Francisco. According to the 2022 Point-in-Time Homeless Count, there were approximately 1,055 homeless people living in vehicles in San Francisco. Similarly, the City's July 2023 Tent, Structure, and Vehicle Count identified 1,058 inhabited vehicles, of which 507 were located in District 10. The California Department of Parks and Recreation has agreed to a new sublease for an additional two years.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would authorize the Director of Property, on behalf of HSH, to negotiate and enter into a sublease with the California Department of Parks and Recreation for 312,000 square feet of property to continue the City's use of the Bayview Vehicle Triage Center at CPSRA, for a term of two years from approximately January 13, 2024 through January 12, 2026, for annual base rent of \$312,000.¹ The proposed resolution would also authorize the Director of Property to execute documents, make certain modifications, and take certain actions in furtherance of the sublease, affirm findings under the California Environmental Quality Act

¹ Because the proposed rent is below \$45 per square foot annually, an appraisal is not required under Chapter 23 of the City's Administrative Code.

(CEQA), and find that the proposed sublease is in conformance with the General Plan and eight priorities of Planning Code Section 101.1.

The key terms of the proposed lease are shown in Exhibit 1 below.

Exhibit 1: Key Terms of Proposed Sublease

Term	Two years
Premises	312,000 square feet
Annual Rent	\$312,000
Capacity	150 parking spaces stated in lease, actual final capacity likely 69 spaces
Options to Extend	None
Utilities	Paid by City
Disposition of Improvements	City must remove all improvements and property at end of lease

Source: Proposed sublease

As noted above, HSH would no longer pay in-kind rent through law enforcement and parking enforcement services. According to HSH staff, the City would continue providing these services, but HSH has not estimated the costs.

Vehicle Triage Center

The Bayview Vehicle Triage Center opened at the site in January 2022. The site initially had anticipated capacity for 78 parking spaces with a goal of expanding to 150 parking spaces after site improvements were completed. However, due to the size of vehicles and vehicle spacing required by the State Fire Marshal, capacity has been limited to 35 vehicles and final capacity is now anticipated to be approximately 69 vehicles, pending connection to a permanent power source. HSH is awaiting PG&E approval for power connections, and also plans to repair water and sewer mains and pave the road. The remaining \$1 million from the HCD grant is available for these improvements, according to HSH staff.

According to Bryn Miller, HSH Senior Legislative Analyst, the triage center is typically filled to capacity and served 96 clients from 73 households in FY 2022-23, with an average stay of 218 days. Guests are often referred to the site by the Homeless Outreach Team, with a focus on homeless residents living in vehicles near Candlestick Point State Recreation Area.

Service Providers

HSH has contracts with the Bayview Hunters Point Foundation and Urban Alchemy to operate the triage center. Urban Alchemy operates the site, including site maintenance, reservations, storage, entry and exit, and laundry. Bayview Hunters Point Foundation provides engagement, case management, benefits navigation, wellness checks, emergency response and conflict resolution, children's and youth services, exit planning, and two daily meals for guests. The service agreements for both organizations require that both provide intake, orientation, assessments and individual service plans, referrals and coordination of services, and support groups and activities. The contracts with Urban Alchemy and Bayview Hunters Point Foundation expire in January 2024 and June 2024, respectively. According to Senior Legislative Analyst Miller, HSH plan to extend the contracts through the proposed sublease term.

Performance Monitoring

FY 2022-23 performance monitoring for Urban Alchemy indicated that it met all four service objectives but did not meet its two outcome objectives. Only 25 percent of guests were deemed to have a “positive exit” from the site, which is defined as an exit to shelter, housing, homeward bound, or a successful problem-solving resolution, which is below the goal of 50 percent.² HSH staff reported to our office that they still considered 25 percent of positive exits (4 of which were to housing) a sign that the program is working. We note this percentage is similar to the number of exits to housing observed in the Controller’s 2021 evaluation of the Vehicle Triage Center on San Jose Avenue.³

FY 2022-23 performance monitoring for Bayview Hunters Point Foundation indicated that it met all three service objectives and one outcome objective. There were no findings or required corrective actions.

Fiscal & Compliance Monitoring

The Department of Public Health (DPH) reviewed Bayview Hunters Point Foundation’s financial documents as part of the FY 2020-21 Citywide Fiscal and Compliance Monitoring program and identified four findings that were not yet in conformance and noted that failure to conform may result in “elevated concern” status. Bayview Hunters Point Foundation was one of two non-profits on elevated concern status in the Controller’s Citywide Nonprofit Monitoring and Capacity Building Program Report FY 2021-22, based on their lack of compliance with a grant agreement to provide fiscal sponsor service to United Council of Human Services, invoicing departments for costs not yet incurred, and turnover in leadership.⁴ The Controller’s Office, HSH, and DPH are each providing technical assistance to improve the organization’s financial condition and grant performance. HSH provided a status report from July 2023 that showed progress towards the goals of the technical assistance, including completion of an audited financial statement for FY 2020-21 and successful registration with the state as a charitable nonprofit, though the financial audit for FY 2021-22 and a complete cash flow analysis is still pending.

HSH reviewed Urban Alchemy’s financial documents as part of the FY 2022-23 Citywide Fiscal and Compliance monitoring program and identified 10 findings. All findings have been addressed and Urban Alchemy is now deemed to be in conformance.

FISCAL IMPACT

Over the two-year term of the proposed sublease, HSH would pay \$624,000 in total rent. In addition to rent, the Budget and Legislative Analyst estimates that total costs for operating the

² In addition, 70 percent of guests who completed the quarterly satisfaction survey rated the treatment of staff, connection to services, and safety as good or excellent, which is slightly below the goal of 75 percent. There were no findings for FY 2022-23 but a required follow-up from FY 2021-22 that case files are reviewed by a supervisor and that a form is created by September 30, 2022, was implemented.

³ Controller’s Office, “Vehicle Triage Center Evaluation,” February 1, 2021

⁴ These issues are also noted in the Controller’s November 2022 audit, “The City Must Determine Whether United Council of Human Services Should Continue Providing Services to San Francisco Residents Despite Continuing Noncompliance with City Grants.”

Bayview Vehicle Triage Center for two years are approximately \$11,596,115, as shown in Exhibit 2 below.

Exhibit 2: Estimated Bayview Vehicle Triage Center Costs

	FY 2023-24	FY 2024-25	FY 2025-26	Total
Rent	\$130,000	\$312,000	\$182,000	\$624,000
Urban Alchemy	2,881,203	2,989,356	1,796,105	7,666,664
Bayview Hunters Point	1,237,715	775,171	452,124	2,465,010
Service Contract Contingency (20%)	823,784	752,905	449,646	2,026,335
Total	\$5,072,702	\$4,829,432	\$2,879,875	\$12,782,009

Source: BLA estimates from HSH sources

Note: FY 2025-26 figures are through January 2026.

Service contract estimates are based on HSH estimates, which show a decrease in the Bayview Hunters Point contract and include a 20 percent contingency for unforeseen costs. In addition, law and parking enforcement costs are based on 2021 estimated annual costs of \$900,000, with five percent annual escalation. All lease and service contract costs would be funded by Proposition C funds, a gross receipts tax that funds homeless housing and services.

POLICY CONSIDERATION

Site Capacity

As stated above, the Bayview Vehicle Triage Center was planned to open with capacity for 78 parking spaces and expand to 150 spaces after improvements were expected to be complete by July 2022. However, due to the size of vehicles and spacing required by the State Fire Marshal, capacity is currently limited to 35 spaces, or 23 percent of originally anticipated capacity. HSH estimates that after power connections are completed, capacity would expand to approximately 69 vehicles, or 46 percent of originally anticipated capacity. Given that PG&E often has long lead times for power connection projects, and that the Bay Area Air Quality Management District (BAAQMD) has not given approval to use interim power generators, it is possible that site capacity may not expand during the two-year term of the proposed sublease. HSH staff report that they have not yet found another site suitable for a vehicle triage center.

Cost

Assuming an ongoing capacity of 35 vehicles per night, the cost per vehicle is approximately \$140,000 per year, which is by far the most expensive homeless response intervention. According to the Place for All report, the cost of shelter and supportive housing ranges from approximately \$40,000 to \$60,000 per slot and the cost of a safe sleeping site is \$87,600 per slot. If this site's capacity increases to 69 spots, the annual cost per spot would be \$70,000.

The operating costs of \$400 per night (with 35 spaces) are also an increase from approximately \$105 per vehicle per night in the 2021 Controller's Assessment of the original San Jose Avenue vehicle triage center. The original Vehicle Triage Center did not have on-site case management, which was estimated would increase costs to \$117 per spot per night.

We are recommending approval of the proposed resolution because operating a vehicle triage center is consistent with Administrative Code Chapter 119. However, given the high costs of this program, the Board should request HSH to report back on costs and benefits of lower cost service models to operate vehicle triage centers by June 2024 as part of the Department's budget request.

RECOMMENDATIONS

1. Request the Department of Homelessness & Supportive Housing report to the Board of Supervisors on the costs and benefits of lower cost service models to operate vehicle triage centers by June 2024, as part of the Department's budget proposal.
2. Approve the proposed resolution.

Location of LEASE/SUBLEASE/SUBLEASE AREA

CANDLESTICK POINT SRA
500 Hunters Point Expwy
San Francisco, CA 94124
San Francisco County

Agency Department of Parks and Recreation

STATE GROUND LEASE/SUBLEASE

State LEASE/SUBLEASE No.: 660-2021-048

LESSEE/SUBLESSEE: City and County of San Francisco

This LEASE/SUBLEASE (the LEASE/SUBLEASE), dated September , 2023 is made by and between the State of California, acting by and through California Department of Parks and Recreation, hereinafter referred to as STATE, and City and County of San Francisco, a municipal corporation, acting by and through its Real Estate Division on behalf of the San Francisco Department of Homelessness and Supportive Services, hereinafter referred to as LESSEE/SUBLESSEE. (STATE and LESSEE/SUBLESSEE may hereinafter be referred to as a Party, or collectively the Parties.

RECITALS

WHEREAS, Pursuant to Section 5003.17 of the Public Resources Code, STATE may LEASE/SUBLEASE real property acquired for state park system purposes for a period not to exceed 10 years; and

WHEREAS, STATE has under its jurisdiction certain real property in the County of San Francisco, State of California, commonly referred to as the Candlestick Point State Recreation Area, hereinafter referred to as Candlestick or Candlestick Point SRA; and

WHEREAS, LESSEE/SUBLESSEE desires to LEASE/SUBLEASE from State a portion of the property at (Candlestick Point SRA) for the purpose of providing a Vehicle Triage Center services for up to 150 vehicles (RVs and cars) for people experiencing homelessness and currently living in their vehicles; construction of certain On-Site Improvements related to same; and ancillary activities related to same.

WHEREAS, STATE leases the land described below from State Lands Commission, in Lease No. PRC 6414.9; and

WHEREAS, State Lands Commission authorized a change in land use or purpose for two years, improvements related to a temporary facility, and for STATE to execute a SUBLEASE with the City of San Francisco; and

WHEREAS, STATE finds that LESSEE/SUBLESSEE's proposed use would be compatible with the use of the real property as a unit or part of a unit of the state park system and with the sound management and conservation of resources within the unit;

NOW THEREFORE, in consideration of the above recitals, which are herein incorporated, and the mutual promises contained herein, the parties agree to the following terms and conditions:

**PROPERTY
DESCRIPTION**

1. STATE does hereby LEASE/SUBLEASE to LESSEE/SUBLESSEE and LESSEE/SUBLESSEE does hereby hire from STATE approximately 312,000 square feet of parking lot area as described in **Exhibit A**, hereinafter referred to as

the "LEASE/SUBLEASE AREA", located in Candlestick Point SRA, in the County of San Francisco, State of California.

- USE** 2. The LEASE/SUBLEASE AREA shall be used by LESSEE/SUBLESSEE during the term hereof solely for the purpose of a Vehicle Triage Center and providing services for up to 150 vehicles (RVs and cars) for people experiencing homelessness and currently living in their vehicles; construction of certain On-Site Improvements related to same, as identified in the Site Map and plans included in the State Fire Marshal Permit #21-N-1920-C, attached hereto as **Exhibit B**; and ancillary activities related to same.
- TERM** 3. The term of this LEASE/SUBLEASE shall be Two (2) Years, commencing on January 11, 2024, and terminating on January 12, 2026, with such rights of termination as may be herein expressly set forth.
- RENT** 4. The Parties agree the annual fair market rent ("Base Rent") throughout the term of this LEASE/SUBLEASE for the use and rental by LESSEE/SUBLESSEE of the LEASE/SUBLEASE AREA to be \$312,000 per year. STATE further acknowledges that through joint exercise of powers under Government Code section 6502, it can authorize LESSEE/SUBLESSEE to exercise its jointly held powers within the geographic area of Candlestick Point SRA.
- HOLDINGOVER** 5. LESSEE/SUBLESSEE acknowledges and accepts that STATE offers no assurance that the LEASE/SUBLEASE AREA or any other comparable space or facilities will be made available to LESSEE/SUBLESSEE beyond the term stated above or upon termination of this LEASE/SUBLEASE for any reason.
- ACCESS** 6. (a) LESSEE/SUBLESSEE shall access the LEASE/SUBLEASE AREA solely by the access route designated by **Exhibit B**, Site Map. Only the LESSEE/SUBLESSEE, its authorized agents, employees, contractors, and invitees shall have the right of ingress to and egress from the LEASE/SUBLEASE AREA. Access to the LEASE/SUBLEASE AREA shall be limited to that which is reasonably necessary to exercise the rights herein granted. LESSEE/SUBLESSEE shall not permit the public to access or use the LEASE/SUBLEASE AREA or designated access route, and shall not permit any other persons or entities to occupy the LEASE/SUBLEASE AREA, except as expressly approved by this agreement.
- (b) STATE makes no representation regarding the condition of the access road that serves the LEASE/SUBLEASE AREA. By use of the access road, LESSEE/SUBLESSEE accepts such use of the road in its "as-is" condition.

(c) LESSEE/SUBLESSEE shall use said road at its sole risk. LESSEE/SUBLESSEE shall avoid traveling upon it to the greatest extent practicable whenever weather conditions are such that excessive damage to the road surface may result from such use; and further, LESSEE/SUBLESSEE shall, at its own expense, promptly repair any road damage caused by its use, including such road surface protective features as water drains, berms, or culverts, after obtaining the written approval of STATE for any proposed repair work.

UTILITIES**7.**

(a) LESSEE/SUBLESSEE acknowledges and accepts that STATE offers no warranty as to the existence, availability, or reliability of utilities for the LEASE/SUBLEASE AREA.

(b) LESSEE/SUBLESSEE to be solely responsible for all utilities servicing the LEASE/SUBLEASE AREA including but not limited to electricity, water and sewer. LESSEE/SUBLESSEE at its sole expense will establish and pay all utilities as described in Resolution No. 479-21, adopted on October 19, 2021.

(c) During the term, or any holdover or extension, of this LEASE/SUBLEASE, LESSEE/SUBLESSEE shall keep the LEASE/SUBLEASE AREA free of all liens and shall not in any way encumber or cloud title to the LEASE/SUBLEASE AREA or any part thereof. LESSEE/SUBLESSEE shall promptly pay all obligations and all debts contracted by it, and shall pay all charges for utilities connected to, consumed by or used by LESSEE/SUBLESSEE upon the LEASE/SUBLEASE AREA to the end that no liens shall attach thereto.

**WATER AND
IRRIGATION****8.**

LESSEE/SUBLESSEE acknowledges and accepts that STATE offers no warranty as to the existence, availability, quality or quantity of water on, to or for the LEASE/SUBLEASE AREA.

**IMPROVE-
MENTS &
MODIFICA-
TIONS****9.**

(a) LESSEE/SUBLESSEE may improve the LEASE/SUBLEASE AREA to the extent necessary to fulfill the purposes of this LEASE/SUBLEASE as set forth in Section 2 above; provided, however, that any such improvement shall not interfere with any other improvement under control of STATE, its agents or representatives on or off the LEASE/SUBLEASE AREA, operation of Candlestick Point State Recreation Area, or any other interest or right of any person or entity in the State property, unless STATE approves otherwise in writing. All plans and proposed improvements or other changes to the LEASE/SUBLEASE AREA or existing improvements shall require the written approval of STATE prior to commencement of such work. Such approval shall not be unreasonably withheld by STATE. Such approvals by STATE shall not constitute or be construed as approval of LESSEE/SUBLESSEE's plans, improvements, equipment, materials, construction, designs or work for safety or liability purposes, or for purposes of determining compliance with applicable laws. Such approval shall not be construed as a waiver by State of LESSEE/SUBLESSEE's obligation to comply with any and all terms and conditions of this LEASE/SUBLEASE, including, but not limited to, the obligations to maintain the LEASE/SUBLEASE AREA and all improvements in a safe, sanitary condition and to comply with all applicable laws. All plans shall be prepared by a qualified professional appropriately licensed in the State of California. All work shall comply with the approved plans. STATE shall approve or reject

LESSEE/SUBLESSEE's plans within 60 days of receipt, unless STATE needs more time and notifies LESSEE/SUBLESSEE in writing of a different date for approval or rejection.

(b) If any of LESSEE/SUBLESSEE's improvements or equipment is destroyed by acts of nature or other causes, LESSEE/SUBLESSEE may replace them with improvements or equipment of the same general type that meet or exceed the technical specifications of the original equipment if the replacement improvement or equipment occupies no more physical space, has no greater environmental impact, and consumes no more electrical power than the original.

(c) LESSEE/SUBLESSEE shall be responsible for ensuring that all work, operations, construction and other activities by LESSEE/SUBLESSEE, its employees, officers, volunteers, agents, contractors and subcontractors at, on or around the LEASE/SUBLEASE AREA shall be done in a lawful manner and comply with Subsection (a).

(d) LESSEE/SUBLESSEE shall notify STATE at least thirty (30) days prior to the commencement of any and all construction, repair or other work on the LEASE/SUBLEASE AREA.

(e) Upon completion of any and all work, LESSEE/SUBLESSEE shall provide STATE with a copy of a recorded Notice of Completion within five (5) days of the recording and LESSEE/SUBLESSEE shall submit to STATE evidence that all works of improvement are clear of any mechanics' liens or stop notices.

(f) LESSEE/SUBLESSEE may furnish, install, use, maintain and remove such lawful equipment and other personal property on the LEASE/SUBLEASE AREA as is necessary to exercise the rights herein granted and consistent with the purpose of this LEASE/SUBLEASE as set forth in Section 2 above.

(g) No vehicle or equipment refueling, maintenance, or repairs will be permitted within the LEASE/SUBLEASE AREA or lands subject to STATE jurisdiction.

(h) In making any excavation for construction, installation, demolition, removal or modification of improvements or equipment on the LEASE/SUBLEASE AREA, LESSEE/SUBLESSEE shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground and any existing improvement thereon to as near the same condition as they were in prior to such excavation as is practicable, unless otherwise approved by STATE in writing.

(i) If concentrations of prehistoric or historic-period materials are encountered during ground-disturbing work, all work in the immediate vicinity should halt and contractors redirected to other areas/tasks. The discovery should be protected until a State Park Archaeologist can evaluate the finds and make recommendations. Cultural materials may include obsidian and flaked-stone tools or toolmaking debris, culturally darkened soil ("midden") containing artifacts, or shellfish remains, stone milling equipment (e.g., mortars, pestles), stone, concrete, or adobe footings and walls, artifact-filled wells or privies; and deposits of historic-era refuse including metal, glass, and/or ceramic artifacts.

In the event that human remains are discovered all work within the immediate vicinity of the find will cease and the project manager will notify the appropriate DPR personnel. Section 7050.5 of the California Health and Safety Code states that it is a misdemeanor to knowingly disturb a human burial. Any human remains and/or funerary objects will be left in place or returned to the point of discovery and covered. The DPR Superintendent (or authorized representative) will notify the County Coroner. If human remains are of Native American origin, the Coroner must notify the Native American Heritage Commission within 24 hours of that determination. The Commission then notifies the Most Likely Descendant, who has 48 hours to make recommendations to the landowner for the disposition of the remains.

**DISPOSITION
OF IMPROVE-
MENTS**

- 10.** (a) LESSEE/SUBLESSEE shall, at its sole cost and expense, remove all of its improvements, appurtenances and personal property prior to expiration date of this LEASE/SUBLEASE or within sixty (60) days after a termination of this LEASE/SUBLEASE that occurs prior to the expiration date, and shall restore the entire LEASE/SUBLEASE AREA as near as possible to the condition it was in immediately prior to the execution of this LEASE/SUBLEASE; provided, however, upon said expiration or termination of LESSEE/SUBLESSEE's tenancy, LESSEE/SUBLESSEE may, with the prior written consent of STATE, abandon in place all or a portion of said improvements and appurtenances, whereupon title to such improvements and appurtenances shall vest in STATE. LESSEE/SUBLESSEE's obligation to remove its property and restore the LEASE/SUBLEASE AREA to its original condition shall survive the termination of this LEASE/SUBLEASE.
- (b) For any improvements and appurtenances that will be abandoned in place and become the property of the STATE, LESSEE/SUBLESSEE shall provide STATE with a complete set of "as-built" plans in a format reasonably acceptable to STATE. LESSEE/SUBLESSEE shall also provide STATE with a verified report showing that such property is in full compliance with all state and federal accessibility laws, including, but not limited to, the Americans with Disabilities Act of 1990, if and to the extent applicable.
- (c) Should LESSEE/SUBLESSEE fail to remove its property and restore the LEASE/SUBLEASE AREA as required herein, STATE may do so at the risk of LESSEE/SUBLESSEE, and all cost and expense of such removal and restoration shall be paid by LESSEE/SUBLESSEE to STATE within ten (10) days of receipt of a written demand from STATE.

NOTICES

- 11.** (a) All notices or other communications required or permitted hereunder shall be in writing with STATE LEASE/SUBLEASE Number 660-2021-048 prominently displayed, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested, to the addresses set forth below.
- (b) All such notices or other communications shall be deemed received (1) if personally delivered or sent by overnight courier, on the date of delivery to the address of the person to receive such notice, or (2) if mailed as provided above, on the date of receipt or rejection, if the date is Monday through Friday between 6:00

a.m. and 5:00 p.m. Pacific Time, so long as such day is not a state or federal holiday, in which case it shall be deemed received on the next business day.

TO STATE:

California Department of Parks and Recreation
845 Casa Grande Rd.
Petaluma, CA 94954-5804

Phone number: 707-769-5652

With a copy to:

California Department of Parks and Recreation
Acquisition and Real Property Services Division (Lease No. 660-2021-048)
One Capitol Mall, Ste. 410
Sacramento, CA 95814

Phone number:

TO LESSEE/SUBLESSEE:

Director of Real Estate
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102
(415) 554-9850

With a copy to:

Department of Homelessness and Supportive Housing
400 Turk Street
San Francisco, CA 941
Attn:

City Attorney's Office
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Re: Candlestick Point State Recreation Area - VTC

Notice of change of address or telephone shall be given by written notice in the manner described in this Section.

Each Party shall send notices to all persons and offices listed above and the failure to provide notice to all offices shall be deemed to constitute a lack of notice.

LIENS

- 12. (a)** During the term of this LEASE/SUBLEASE or any extension or holding over by LESSEE/SUBLESSEE, LESSEE/SUBLESSEE shall keep the LEASE/SUBLEASE AREA free from any liens or encumbrances arising out of any work performed, materials furnished, or obligations incurred by LESSEE/SUBLESSEE, its agents, contractors or subcontractors. LESSEE/SUBLESSEE shall indemnify, hold harmless and defend STATE from and against any such liens and encumbrances that may arise as a result of

LESSEE/SUBLESSEE's failure to do so. STATE shall not be responsible or liable for any work or materials furnished to LESSEE/SUBLESSEE, its contractors or subcontractors on credit, and no mechanic's or other liens for any such work or materials shall attach to or affect STATE's interest in the LEASE/SUBLEASE AREA. LESSEE/SUBLESSEE shall within thirty (30) days after being furnished notice of the filing of any such lien take any necessary action, including, but not limited to, paying the amount owed, bonding or otherwise, to discharge or satisfy any such lien. A failure of LESSEE/SUBLESSEE to remove or satisfy such lien within thirty (30) days after receiving notice of the lien from State or the lien holder, whichever comes first, shall constitute a default of this LEASE/SUBLEASE by LESSEE/SUBLESSEE, notwithstanding any other provision of this LEASE/SUBLEASE.

(b) STATE shall have the right at all times to post and keep posted on the LEASE/SUBLEASE AREA any notices permitted or required by law to be posted, or that STATE deems proper for its protection or the protection of the LEASE/SUBLEASE AREA and STATE from liens. Nevertheless, if any lien is recorded against STATE's property as a result of LESSEE/SUBLESSEE's acts or omissions and LESSEE/SUBLESSEE fails within thirty (30) days after written notice from STATE or the lien holder, whichever comes first, to pay, settle, or otherwise effectuate release of such lien, or deposit into escrow with a reputable bank or trust company in California a sum sufficient to satisfy such lien in full, or in the event of litigation related to such lien, then upon the failure of LESSEE/SUBLESSEE to satisfy such lien, STATE may pay or otherwise dispose of said lien, or defend, settle, or compromise any lawsuit brought to foreclose the same, in its sole discretion, and all amounts so paid by STATE and any other loss sustained by STATE on that account, including its reasonable attorney's fees and other costs, shall be repaid to STATE by LESSEE/SUBLESSEE within ten (10) days upon written demand by STATE and shall be in addition to any other payment obligations of LESSEE/SUBLESSEE under the terms of this LEASE/SUBLEASE.

**STATE'S RIGHT
TO ENTER**

13.

(a) During continuance in force of this LEASE/SUBLEASE, STATE and its authorized agents shall have the right at all reasonable times to go upon the LEASE/SUBLEASE AREA for survey, inspection or any other lawful STATE purpose, to the extent such access does not unreasonably interfere with LESSEE/SUBLESSEE's uses.

(b) STATE shall provide LESSEE/SUBLESSEE with written notice of intent to enter the LEASE/SUBLEASE AREA at least twenty-four (24) hours prior to the entry, except in the event of an emergency. In the event of an emergency, as reasonably determined by the STATE, STATE shall notify LESSEE/SUBLESSEE as soon as practicable.

(c) LESSEE/SUBLESSEE shall provide to STATE any and all new keys, codes and/or lock combinations that will be required for access to the LEASE/SUBLEASE AREA prior to LESSEE/SUBLESSEE making any changes to the existing security measures. LESSEE/SUBLESSEE shall deliver a copy of any such key, code and/or lock combinations to STATE's Bay Area District Superintendent.

SIGNAGE

14.

LESSEE/SUBLESSEE shall not affix, display, inscribe, paint or otherwise post any signs, billboards, placards or other displays on the LEASE/SUBLEASE AREA without the prior written approval of STATE. Approval shall be granted only when such signs, billboards, placards or other displays are related to the purpose of this LEASE/SUBLEASE and consistent with protecting the visual resources of Candlestick Point SRA, state park principles, the characteristics of the park, and the general plan of the park unit, or they are required by law to be posted. STATE may consider such factors as, but not limited to, their size, color, and location.

**PROTECTION
OF
LEASE/SUBLE
LEASE AREA;
RESTRIC-
TIONS**

15.

(a) LESSEE/SUBLESSEE shall not remove soil from, or dump refuse on, the LEASE/SUBLEASE AREA or any portion of the Candlestick Point State Park except with the prior written approval of STATE.

(b) LESSEE/SUBLESEE shall not commit, suffer to be committed, maintain or permit any waste or nuisance on the LEASE/SUBLEASE AREA or other STATE property and shall not use or permit the use of the LEASE/SUBLEASE AREA for any illegal purposes or activities.

(c) LESSEE/SUBLESSEE shall be responsible for inspecting and maintaining all trees and vegetation on the LEASE/SUBLEASE AREA, except that LESSEE/SUBLESSEE shall not cut or remove any trees or brush thereon without the prior written approval of STATE. In case of emergency, LESSEE/SUBLESSEE may cut a tree or brush without prior approval from STATE only to the extent necessary to protect the safety of persons and property from an imminent hazard. In an emergency, LESSEE/SUBLESSEE shall notify STATE as soon as possible and shall do no further cutting or removal until State approves in writing.

(d) LESSEE/SUBLESSEE shall at all times exercise due diligence in the protection of the LEASE/SUBLEASE AREA and Candlestick Point State Park against damage or destruction by fire or any other causes.

(e) No article or material that is contraband shall be brought onto the LEASE/SUBLEASE AREA. Contraband includes, but is not limited to, illegal narcotics, firearms, edged weapons, and explosives.

(f) LESSEE/SUBLESEE shall maintain the LEASE/SUBLEASE AREA, including all improvements, in a weed-free condition and in good repair, and shall operate the LEASE/SUBLEASE AREA and the improvements on it in a clean, safe and sanitary condition, free of trash and garbage or obstructions, and in a businesslike, lawful manner.

(g) LESSEE/SUBLESEE expressly covenants and agrees to repair at LESSEE/SUBLESEE's own expense any damage done to any water pipe, or pavement on the LEASE/SUBLEASE AREA.

(h) LESSEE/SUBLESEE shall not remove any fixtures, machinery, equipment or other property owned by STATE from the LEASE/SUBLEASE AREA without STATE's prior written consent.

(i) Except as otherwise provided herein, LESSEE/SUBLESSEE shall refrain from interfering with the public's use and STATE's operation of Candlestick Point State Recreation Area and shall comply with all applicable state park regulations.

- MINERAL RIGHTS 16.** LESSEE/SUBLESSEE shall not interfere in any way with the interests of any person or persons who may presently, or in the future, hold oil, gas, or other mineral interests upon or under said LEASE/SUBLEASE AREA, nor shall LESSEE/SUBLESSEE in any way interfere with the rights of ingress and egress of said interest holders.
- EASEMENTS 17.** This LEASE/SUBLEASE is subject to all existing easements and rights of way.
- FENCING 18.** STATE does not warrant the existence of fences in and around the LEASE/SUBLEASE AREA. Any existing fences, corrals, and cross fences may not be the property of STATE and STATE does not warrant their availability for LESSEE/SUBLESSEE's use. LESSEE/SUBLESSEE may, with prior written approval of STATE, and at LESSEE/SUBLESSEE's sole cost and expense, provide other fencing not inconsistent with STATE's use of adjoining lands. Such other fences installed by LESSEE/SUBLESSEE shall remain the property of LESSEE/SUBLESSEE, shall be maintained by LESSEE/SUBLESSEE at LESSEE/SUBLESSEE's sole cost and expense, and shall be removed by LESSEE/SUBLESSEE, and the land restored to the condition it was in prior to installation of the fence, upon expiration or termination of this LEASE/SUBLEASE; provided, however, with written approval of STATE, such fences may be left in place at the expiration or termination of this LEASE/SUBLEASE and shall thereupon become the property of STATE.
- PERMITS AND APPROVALS 19.** LESSEE/SUBLESSEE shall be responsible for obtaining all of the certificates, permits, licenses, and other approvals that may be required by any governmental agency having jurisdiction over such certificates, permits, licenses or approvals in connection with LESSEE/SUBLESSEE's use of, or activities in, the LEASE/SUBLEASE AREA.
- FEES 20.** LESSEE/SUBLESSEE shall pay STATE an administration/technical review fee to reimburse STATE for STATE's administrative costs related to any action initiated by LESSEE/SUBLESSEE requiring LEASE/SUBLEASE administration or technical review by STATE staff or consultants, such as, but not limited to, assignment of this LEASE/SUBLEASE, any amendment of this LEASE/SUBLEASE, review of plans for construction of improvements, and any matters requiring consultation with or approval by the California Department of General Services (DGS). To initiate such services, LESSEE/SUBLESSEE shall submit a written request to STATE. The administration fee shall be charged by STATE based on the anticipated staff time, materials and any other costs. LESSEE/SUBLESSEE shall remit the administration/technical review fee to the STATE prior to the review. At STATE's

discretion, fees charged by DGS may be billed directly to LESSEE/SUBLESSEE and paid by LESSEE/SUBLESSEE to DGS.

DEFAULT**21.** The occurrence of any of the following shall constitute a material breach and default of this LEASE/SUBLEASE by LESSEE/SUBLESSEE.

(a) Failure of LESSEE/SUBLESSEE to occupy and operate the LEASE/SUBLEASE AREA for the purposes stated herein for a period of three (3) consecutive months or more where such failure is not cured within thirty (30) days after notice of such abandonment is given by STATE to LESSEE/SUBLESSEE.

(b) A failure by LESSEE/SUBLESSEE to comply with any other provision, obligation or requirement of this LEASE/SUBLEASE applicable to LESSEE/SUBLESSEE, where such failure continues for thirty (30) days after written notice thereof by STATE to LESSEE/SUBLESSEE; provided, however, that if the nature of such default is such that it cannot be reasonably cured within said thirty (30) day period, LESSEE/SUBLESSEE shall not be deemed to be in default if LESSEE/SUBLESSEE shall within such period commence such cure and thereafter diligently prosecute the same to completion.

(c) LESSEE/SUBLESSEE becomes insolvent or makes any general assignment or general arrangement for the benefit of creditors; the filing by or against LESSEE/SUBLESSEE of a petition to have LESSEE/SUBLESSEE adjudged bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against LESSEE/SUBLESSEE the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of LESSEE/SUBLESSEE's assets, where possession is not restored to LESSEE/SUBLESSEE within forty-five (45) days; or the attachment, execution or other judicial seizure of substantially all of LESSEE/SUBLESSEE's assets, where such seizure is not discharged within thirty (30) days.

REMEDIES**22. STATE's Remedies**

(a) In the event of any material default or breach by LESSEE/SUBLESSEE, STATE may at any time thereafter, without limiting STATE in the exercise of any right of remedy at law or in equity which STATE may have by reason of such default or breach:

- i. Maintain this LEASE/SUBLEASE in full force and effect and recover the rent and other monetary charges as they become due, without terminating LESSEE/SUBLESSEE's right to possession, irrespective of whether LESSEE/SUBLESSEE shall have abandoned the LEASE/SUBLEASE AREA. STATE has the remedy described in California Civil Code Section 1951.4 (STATE may continue the LEASE/SUBLEASE in effect after LESSEE/SUBLESSEE's breach and abandonment and recover rent as it becomes due, if LESSEE/SUBLESSEE has the right to sublet or assign,

subject only to reasonable limitations). In the event STATE elects not to terminate the LEASE/SUBLEASE, STATE shall have the right to attempt to re-let the LEASE/SUBLEASE AREA at such rent and upon such conditions and for such a term, and to do all acts necessary to maintain or preserve the LEASE/SUBLEASE AREA as STATE deems reasonable and necessary without being deemed to have elected to terminate the LEASE/SUBLEASE, including removal of all persons and property from the LEASE/SUBLEASE AREA; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of LESSEE/SUBLESSEE. In the event any such re-letting occurs, this LEASE/SUBLEASE shall terminate automatically upon the new LESSEE/SUBLESSEE taking possession of the LEASE/SUBLEASE AREA. Notwithstanding that if STATE fails to elect to terminate the LEASE/SUBLEASE initially under this sub-section, STATE at any time during the term of this LEASE/SUBLEASE may elect to terminate this LEASE/SUBLEASE by virtue of such previous default of LESSEE/SUBLESSEE.

- ii. Terminate LESSEE/SUBLESSEE's right to possession by any lawful means, in which case this LEASE/SUBLEASE shall immediately terminate and LESSEE/SUBLESSEE shall immediately surrender possession of the LEASE/SUBLEASE AREA to STATE. In such event, STATE shall be entitled to recover from LESSEE/SUBLESSEE all damages incurred by STATE by reason of LESSEE/SUBLESSEE's default including, but not limited to, the following:
 - (A) The amount of the rent LESSEE/SUBLESSEE would have paid for the balance of the term had the LEASE/SUBLEASE not been terminated, plus interest accrued up to the time of the award, minus any rental amount paid to STATE from re-letting the LEASE/SUBLEASE AREA to another LESSEE/SUBLESSEE during the balance of the term; and
 - (B) Any amount necessary to compensate STATE for all the detriment proximately caused by LESSEE/SUBLESSEE's failure to perform its obligations under this LEASE/SUBLEASE or which in the ordinary course of events would be likely to result therefrom; and
 - (C) At STATE's election, such other amounts in addition to or in lieu of the foregoing as may be permitted by applicable state law.
- (b) Upon any re-entry to LEASE/SUBLEASE AREA, STATE shall have the right to make any reasonable repairs, alterations or modifications to the LEASE/SUBLEASE AREA which STATE in its sole discretion deems reasonable and necessary.
- (c) In the event STATE terminates this LEASE/SUBLEASE pursuant to this Section, STATE shall not be required to pay LESSEE/SUBLESSEE any sum or sums whatsoever.

INTEREST DUE 23.

STATE may charge interest on any amount due to STATE but not paid when due, at a rate equal to the annual maximum rate allowable by law from the due date.

ASSIGNMENT, SUBLETTING	24.	<p>LESSEE/SUBLESSEE shall not transfer or assign this LEASE/SUBLEASE, and shall not sublet, license, permit or suffer any use by third parties of the LEASE/SUBLEASE AREA or any part thereof, or LEASE/SUBLEASE space in any building or structure constructed on the LEASE/SUBLEASE AREA, or provide communications or other equipment for the use of others, without first obtaining the prior written consent of STATE, which shall not be unreasonably withheld. "Assign" shall include any transfer of any interest in the LEASE/SUBLEASE by LESSEE/SUBLESSEE or any partner, principal, or controlling stockholder of LESSEE/SUBLESSEE, as the case may be, to any other person, corporation, partnership or other entity.</p>
RIGHTS RESERVED BY STATE	25.	<p>(a) STATE reserves the right to use the LEASE/SUBLEASE AREA, including, but not limited to, the right to construct, place, maintain, use, operate, repair, replace, alter and move pipelines, conduits, culverts, ducts, fences, poles, electrical energy, power and communication lines, roads, bridges, subways, sidewalks, and the continuous right of ingress to and egress from any portion or portions of said real property; provided, however, such use shall be done in a manner that does not unreasonably interfere with the exercise of the rights granted to LESSEE/SUBLESSEE.</p> <p>(b) Any grant to LESSEE/SUBLESSEE herein is subject to all valid and existing contracts, LEASE/SUBLEASEs, licenses, easements, encumbrances and claims of title which may affect said LEASE/SUBLEASE AREA.</p> <p>(c) Right to Reclaim: State reserves the right to reclaim and reoccupy the LEASE/SUBLEASE AREA when necessitated due to National or State Emergency. State will not be responsible for any adverse effects, losses, damages or liability suffered by LESSEE/SUBLESSEE as a result of STATE's reclaiming and re-occupying the LEASE/SUBLEASE AREA in such circumstances.</p>
FIRE AND CASUALTY	26.	<p>STATE shall not be responsible for insuring improvements which are owned, constructed or installed by LESSEE/SUBLESSEE under the provisions of this LEASE/SUBLEASE against fire or casualty, and LESSEE/SUBLESSEE shall make no claim of any nature against STATE by reason of any damage to the business or property, including personal property and equipment, of LESSEE/SUBLESSEE in the event of damage or destruction by fire or other cause.</p>
HAZARDOUS MATERIALS	27.	<p>(a) LESSEE/SUBLESSEE shall not keep, store, possess, sell, purchase, generate, LEASE/SUBLEASE, transport or dispose of any merchandise or materials that are in any way explosive or hazardous; provided, however, LESSEE/SUBLESSEE may use or keep on the LEASE/SUBLEASE AREA such materials, supplies, equipment and machinery as are necessary and customary in the implementation of the purposes for which this LEASE/SUBLEASE is executed, and for proper maintenance and protection of the LEASE/SUBLEASE AREA. Gasoline, oils and other materials considered under law or otherwise to be hazardous shall be stored, handled and dispensed in compliance with all applicable laws.</p> <p>(b) LESSEE/SUBLESSEE shall be solely responsible for obtaining all applicable authorizations necessary to enjoy this LEASE/SUBLEASE and shall comply with all applicable laws, including, but not limited to, all local, state and federal environmental laws, and all laws and government orders applicable to the use, storage, possession, sale, purchase, generation, release, transportation and</p>

disposal of any hazardous substance, as that term is defined in such applicable law. The LEASE/SUBLEASE of non-pesticide petrochemicals on the LEASE/SUBLEASE AREA or state park lands is prohibited. All refueling operations shall have a spill plan signed by a registered engineer and shall use a liner in the secondary container design. LESSEE/SUBLESSEE shall immediately notify State in writing in the event of any spill or other incident involving hazardous substance contamination or a violation of law, and shall undertake the appropriate remedial actions.

(c) In the event STATE, its officers, employees, and/or agents should incur any loss, damages, claims, demands, liability, fines, penalties, costs, or expenses, including attorney's fees and costs, as a result of the LESSEE/SUBLESSEE's illegal or alleged illegal use, storage, release, generation, sale, purchase, possession, transportation, or disposal of any hazardous substance, including any petroleum derivative, the LESSEE/SUBLESSEE shall indemnify, defend, save and hold harmless the STATE, its officers, employees and/or agents against such loss, damages, claims, demands, liability, fines, penalties, costs and expenses.

(d) Where the LESSEE/SUBLESSEE is found to be in breach of this Section due to the issuance of a government order directing the LESSEE/SUBLESSEE to cease and desist any action, or to take any action, in connection with a hazardous substance, or to remediate a contaminated condition caused by the LESSEE/SUBLESSEE, its agent, contractor, or any other person acting on behalf of LESSEE/SUBLESSEE or under LESSEE/SUBLESSEE's authority or direction, LESSEE/SUBLESSEE shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by STATE in connection with or in response to such government order.

**PEST
CONTROL**

- 28.** All pest control activities, chemical or non-chemical, shall be approved by the STATE in writing prior to any such action being performed by the LESSEE/SUBLESSEE, its employees, agents, or contractors. The LESSEE/SUBLESSEE, or a licensed pest control contractor acting on behalf of the LESSEE/SUBLESSEE, shall submit a pest control recommendation on a form approved by the STATE to the STATE's Bay Area District Superintendent for approval. The STATE shall approve or deny the request within fourteen (14) days (this can be modified if needed). LESSEE/SUBLESSEE, or the pest control contractor acting on behalf of the LESSEE/SUBLESSEE, shall submit a report of completed work for each pest management action to the District Superintendent no later than seven (7) days after performance of the work. LESSEE/SUBLESSEE and all of LESSEE/SUBLESSEE's employees, agents, and contractors shall take all actions necessary to prevent the inadvertent transport of pest species into or out of the LEASE/SUBLEASE AREA or the surrounding areas.

LESSEE/SUBLESSEE shall have a written training program for LESSEE/SUBLESSEE's employees who handle pesticides. This program shall comply with California Code of Regulations Title 3, Section 6724. LESSEE/SUBLESSEE and/or any pest control contractor hired by the LESSEE/SUBLESSEE shall comply with all applicable laws and regulations.

**CONDITION OF
LEASE/SUBLE
ASE AREA**

- 29.** (a) LESSEE/SUBLESSEE is aware of the current condition of the LEASE/SUBLEASE AREA and accepts the LEASE/SUBLEASE AREA in its "as is" condition, with all faults and defects, known or unknown, if any. LESSEE/SUBLESSEE has inspected the LEASE/SUBLEASE AREA and by use of

the LEASE/SUBLEASE AREA accepts and acknowledges the LEASE/SUBLEASE AREA as being in good order, condition and repair.

(b) STATE shall not be obligated to make any repairs or improvements on the LEASE/SUBLEASE AREA. LESSEE/SUBLESSEE shall keep the LEASE/SUBLEASE AREA in good order and safe condition at its own expense.

- | | | |
|--|------------|--|
| VACATING
THE
LEASE/SUBLE
ASE/SUBLEAS
E AREA | 30. | LESSEE/SUBLESSEE shall, upon expiration or termination of this LEASE/SUBLEASE, peaceably leave, surrender, and yield up to STATE the LEASE/SUBLEASE AREA and shall restore the LEASE/SUBLEASE AREA as provided in Section 10 of this LEASE/SUBLEASE. |
| RECOVERY OF
LEGAL FEES | 31. | If action is brought by STATE for the recovery of any rent due under the provisions hereof or for any breach hereof, or to restrain the breach of any agreement contained herein, or for the recovery of possession of said LEASE/SUBLEASE AREA, or to protect any rights given to STATE against LESSEE/SUBLESSEE, and if STATE will prevail in such action, the LESSEE/SUBLESSEE shall pay to STATE such amount in attorney's fees in said action as the court shall determine to be reasonable, which shall be fixed by the court as part of the costs of said action. |
| TAXES AND
ASSESSMENT
S | 32. | LESSEE/SUBLESSEE agrees to pay all lawful taxes, or charges that at any time may be levied upon its interest in this LEASE/SUBLEASE or the LEASE/SUBLEASE AREA. LESSEE/SUBLESSEE understands that this LEASE/SUBLEASE may create a possessory interest subject to property taxation and LESSEE/SUBLESSEE may be subject to the payment of taxes levied on such interest. STATE may require LESSEE/SUBLESSEE to reimburse STATE for any assessment or portion of an assessment levied on the STATE property that benefits the LEASE/SUBLEASE AREA, and LESSEE/SUBLESSEE shall pay such reimbursement within thirty (30) days of receiving an invoice from STATE. |
| NON-
DISCRIMINA-
TION | 33. | <p>(a) In the performance of this LEASE/SUBLEASE, the LESSEE/SUBLESSEE shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, age (over 40), marital status, sex, sexual orientation, or use of family care leave. LESSEE/SUBLESSEE shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment.</p> <p>(b) Such prohibition shall apply to, but not be limited to, actions related to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.</p> <p>(c) LESSEE/SUBLESSEE shall comply with the provisions of the Fair Employment and Housing Act (including Government Code Section 12990) and the applicable regulations promulgated to implement such law. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this LEASE/SUBLEASE by reference and made a part thereof as if set forth in full. LESSEE/SUBLESSEE shall give written notice of its obligations under this Clause to any labor</p> |

organizations with which LESSEE/SUBLESSEE has a collective bargaining or other agreement. LESSEE/SUBLESSEE shall include the non-discrimination and compliance provisions of this clause in all contracts or subcontracts to perform work under this LEASE/SUBLEASE.

(d) Remedies for violations:

(1) STATE may determine a violation of the Fair Employment Practices provision to have occurred upon the receipt of a final judgment having that effect from a court in an action to which LESSEE/SUBLESSEE was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the LESSEE/SUBLESSEE has violated the Fair Employment Practices Act and has issued an order pursuant to the appropriate provisions of the Government Code.

(2) STATE shall have the right to terminate this LEASE/SUBLEASE, and any loss or damage sustained by STATE by reason of the termination shall be borne and paid for by the LESSEE/SUBLESSEE.

INSURANCE 34. If LESSEE/SUBLESSEE is self-insured in whole or in part as to any of the described types and levels of insurance coverage set forth below, LESSEE/SUBLESSEE shall provide STATE with written acknowledgment of this fact at the time of the execution of this LEASE/SUBLEASE. The STATE may require financial information to justify LESSEE's self-insured status. If, at any time after the execution of this LEASE/SUBLEASE, LESSEE/SUBLESSEE abandons its self-insured status, LESSEE/SUBLESSEE shall immediately notify STATE of this fact and shall comply with all of the terms and conditions of this Section pertaining to required policies of insurance.. If LESSEE/SUBLESSEE assigns all or part of the LEASE/SUBLEASE pursuant to this LEASE/SUBLEASE, the insurance requirements set forth below shall apply to such assignee.

LESSEE/SUBLESSEE shall cause its contractors to maintain a policy or policies of insurance as follows and such contractors shall provide to STATE a certificate of insurance with STATE LEASE/SUBLEASE Number 660-2021-048 indicated on the face of said certificate, issued to STATE with evidence of insurance as follows:

COMMERCIAL GENERAL LIABILITY

LESSEE/SUBLESSEE shall maintain general liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of the LEASE/SUBLEASE AREA, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to LESSEE/SUBLESSEE's limit of liability.

The policy must include the State of California, Department of Parks and Recreation, their officers, employees and agents as additional insureds, at no cost to STATE, with respect to activities performed under the LEASE/SUBLEASE. The additional insured endorsement must be provided with the certificate of insurance.

AUTOMOBILE LIABILITY

LESSEE/SUBLESSEE shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident for bodily injury and property damage. The policy must include the State of California, Department of Parks and Recreation, their officers, employees and agents as additional insured, at no cost to STATE, with respect to liability arising out of all vehicles owned, hired and non-owned. The additional insured endorsement must be provided with the certificate of insurance.

WORKERS' COMPENSATION

LESSEE/SUBLESSEE shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the LEASE/SUBLEASE, including special coverage extensions where applicable. Employer's liability limits of \$1,000,000 shall be required, and the policy shall include a waiver of subrogation in favor of the State of California. The waiver of subrogation endorsement must be provided with the certificate of insurance.

GENERAL REQUIREMENTS

LESSEE/SUBLESSEE shall ensure that the following general requirements are met:

- (a)** Insurance Companies must be with an AM Best rating of A- VII or higher.
- (b)** LESSEE/SUBLESSEE shall provide STATE with certificates of insurance for all insurance policies and a copy of all endorsements. Any required endorsement must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance. This endorsement shall be supplied in a form acceptable to the California Department of General Services Office of Risk and Insurance Management.
- (c)** Coverage shall be in force at all times for the complete term of this LEASE/SUBLEASE and any option period or holdover. If an insurance policy expires during the term of the LEASE/SUBLEASE, an option period or a holdover, a new certificate showing evidence of coverage, plus copies of any required endorsements, must be received by the STATE at least ten (10) days prior to the expiration date of the expiring policy. This new insurance must still meet the terms of this LEASE/SUBLEASE.
- (d)** LESSEE/SUBLESSEE shall notify the State within five (5) days of LESSEE/SUBLESSEE's receipt of any notice of cancellation or non-renewal of any insurance required by this LEASE/SUBLEASE. Evidence of replacement insurance must show no interruption of the required insurance coverage.
- (e)** LESSEE/SUBLESSEE is responsible for any deductible or self-insured retention contained within the insurance program.
- (f)** Notwithstanding any other provision of this LEASE/SUBLEASE, in the event LESSEE/SUBLESSEE fails to keep in effect at all times the specified insurance coverage required herein, the STATE may, in addition to any other remedies it may have, immediately terminate this LEASE/SUBLEASE upon the occurrence of such event.

(g) Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the STATE.

(h) If LESSEE/SUBLESSEE is self-insured in whole or in part as to any of the above described types and levels of insurance coverage, LESSEE/SUBLESSEE shall provide STATE with written acknowledgment of this fact at the time of the execution of this LEASE/SUBLEASE. The STATE may require financial information to justify LESSEE's self-insured status. If, at any time after the execution of this LEASE/SUBLEASE, LESSEE/SUBLESSEE abandons its self-insured status, LESSEE/SUBLESSEE shall immediately notify STATE of this fact and shall comply with all of the terms and conditions of this Section pertaining to required policies of insurance.

It is agreed that STATE shall not be liable for the payment of any premiums or other charges or assessments on the required insurance coverage.

**HOLD
HARMLESS
INDEMNIFI-
CATION**

- 35.** LESSEE/SUBLESSEE waives all claims and demands against STATE, its officers, agents, and/or employees for any and all loss, injury, death or damage caused by, arising out of, or in any way connected with this LEASE/SUBLEASE, the LEASE/SUBLEASE AREA or any access route to the LEASE/SUBLEASE AREA, LESSEE/SUBLESSEE's use of the LEASE/SUBLEASE AREA or any access route, or LESSEE/SUBLESSEE's implementation or exercise of the rights granted by this LEASE/SUBLEASE. LESSEE/SUBLESSEE shall protect, save, hold harmless, indemnify, and defend STATE, its officers, agents, and/or employees, from and against any and all loss, damage, claims, demands, liability, costs, recoveries, settlements, penalties, fines and expenses, including, without limitation, all legal fees, attorney fees, accounting fees, expert witness fees, consultant fees, interest and expenses related to the response to, settlement, and/or defense of any claims, legal actions, or liability, which may be suffered or incurred by STATE, its officers, agents and/or employees, caused by, arising out of, or in any way connected with this LEASE/SUBLEASE, the LEASE/SUBLEASE AREA or any access route to the LEASE/SUBLEASE AREA, LESSEE/SUBLESSEE's use of the LEASE/SUBLEASE AREA or any access route, LESSEE/SUBLESSEE's implementation or exercise of the rights hereby granted, LESSEE/SUBLESSEE's violation of any environmental law, as described in Section 27 (b) above, and/or LESSEE/SUBLESSEE's violation of any other law, except those arising out of the sole active negligence or willful misconduct of STATE. Further, LESSEE/SUBLESSEE shall cause such indemnification and waiver of claims in favor of the State to be inserted in each contract LESSEE/SUBLESSEE executes in connection with LESSEE/SUBLESSEE's exercise of the rights granted herein. The waiver and obligations contained in this Section shall survive termination of this LEASE/SUBLEASE.

LOSSES

- 36.** STATE shall not be responsible for losses or damage to personal property, equipment or materials of LESSEE/SUBLESSEE from any causes whatsoever.

**DEBT
LIABILITY
DISCLAIMER**

- 37.** STATE, including but not limited to, the STATE's General Fund or any special self-insurance programs, is not liable for any debts, liabilities, settlements, liens, contract obligations or any other obligations of the LESSEE/SUBLESSEE or its heirs, successors or assigns. The STATE and its agencies, departments and divisions shall not be liable for, and shall be held harmless by LESSEE/SUBLESSEE for, any claims or damages associated with any contract,

tort, act or omission, error in judgment, act of negligence, intentional tort, or mistakes by the LESSEE/SUBLESSEE, its employees, agents, servants, invitees, guests or anyone acting in concert with or on behalf of the LESSEE/SUBLESSEE. The STATE shall have no obligation to defend or undertake the defense on behalf of the LESSEE/SUBLESSEE or its heirs, successors or assigns.

WAIVER OF RELOCATION PAYMENTS AND CLAIMS	38.	In the event that STATE terminates this LEASE/SUBLEASE pursuant to its terms, LESSEE/SUBLESSEE acknowledges and agrees that LESSEE/SUBLESSEE shall have no claim against the STATE for Relocation Payments, Relocation Advisory Assistance, or costs pursuant to the Government Code sections 7260 et seq., or any regulations implementing or interpreting such sections and hereby expressly waives any right to make such claims LESSEE/SUBLESSEE further agrees that it has no claim in either law or equity against the STATE for damages or other relief should the LEASE/SUBLEASE be terminated, and LESSEE/SUBLESSEE waives any such claims it may have.
SMOKING RESTRIC- TIONS	39.	Smoking shall not be allowed inside any building, or within 20 feet of any entrance or operable window of any building, or as may be prohibited by any applicable law.
RECORDING	40.	LESSEE/SUBLESSEE shall not record this LEASE/SUBLEASE or a short form memorandum thereof or any other document memorializing or noticing the LEASE/SUBLEASE. Any such recordation will, at the option of STATE, constitute a non-curable default by LESSEE/SUBLESSEE hereunder.
AUTHORITY TO CONTRACT	41.	<p>(a) Each individual executing this LEASE/SUBLEASE on behalf of LESSEE/SUBLESSEE shall provide evidence, acceptable to STATE, showing that he/she is duly authorized to execute and deliver this LEASE/SUBLEASE on behalf of said LESSEE/SUBLESSEE and shall, when applicable, provide a certified copy of a duly adopted resolution of the Board of Directors or other governing body of LESSEE/SUBLESSEE authorizing or ratifying the execution of this LEASE/SUBLEASE in accordance with its terms.</p> <p>(b) If LESSEE/SUBLESSEE is a public, private or non-profit corporation, prior to the execution of this LEASE/SUBLEASE, LESSEE/SUBLESSEE shall provide STATE with a copy of LESSEE/SUBLESSEE's current bylaws and corporate filing status as filed with the California Secretary of State.</p>
PARTNERSHIP DISCLAIMER	42.	LESSEE/SUBLESSEE its agents and employees shall act in an independent capacity and not as agents or employees of STATE. Nothing herein contained will be construed as constituting the parties herein as partners.
CEQA	43.	Any physical changes made by LESSEE/SUBLESSEE or its agents to the LEASE/SUBLEASE AREA or any existing improvements shall comply with all applicable environmental laws, including the California Environmental Quality Act (CEQA).
BANKRUPTCY	44.	In no event shall this LEASE/SUBLEASE or the LEASE/SUBLEASE hold estate become an asset of LESSEE/SUBLESSEE in bankruptcy, receivership or other judicial proceedings.
AMENDMENTS AND	45.	No amendment, modification, or supplement to this LEASE/SUBLEASE shall be binding unless it is by written mutual consent of LESSEE/SUBLESSEE and STATE.

MODIFICATIONS		
MUTUAL CONSENT	46.	This LEASE/SUBLEASE may be terminated by written mutual consent of the LESSEE/SUBLESSEE and STATE.
FORCE MAJEURE	47.	If either Party will be delayed or prevented from the performance of any act required hereunder due to causes or an event not reasonably foreseeable, not caused by that Party, and beyond the reasonable control of that Party, and which occur despite all reasonable attempts of that Party to avoid, mitigate or remedy such cause or event, including acts of God such as flood, fire, earthquake, storm or other natural disaster, and civil war, rebellion, insurrection, terrorist activities, governmental restrictions, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this LEASE/SUBLEASE), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided however, that this Section shall not be applied to permit any delay or time extension due to shortage of funds, or excuse any nonpayment or delay in payment of rent, taxes, insurance or any other monetary amount required to be paid by LESSEE/SUBLESSEE under this LEASE/SUBLEASE, except as may be expressly provided in this LEASE/SUBLEASE. The Party delayed in or prevented from meeting its obligations as provided in this Section shall immediately notify the other Party in writing and take all steps necessary to mitigate the effects of the cause or event preventing performance. If performance is delayed or prevented for a period of thirty (30) days or more, either Party may thereafter terminate this LEASE/SUBLEASE by giving the other Party thirty (30) days written notice.
WAIVER	48.	If either Party waives the performance of any term, covenant or condition contained in this LEASE/SUBLEASE, such waiver shall not be deemed to be a waiver of that or any subsequent term, covenant or condition. Failure by either Party to enforce any of the terms, covenants or conditions of this LEASE/SUBLEASE for any length of time shall not be deemed to waive or decrease a Party's right to insist thereafter upon strict performance. Waiver of any term, covenant, or condition contained in this LEASE/SUBLEASE shall only be made by a written document properly signed by an authorized representative.
ENTIRE AGREEMENT	49.	This LEASE/SUBLEASE and its exhibits constitute the entire agreement between STATE and LESSEE/SUBLESSEE. No prior, contemporaneous or subsequent oral promises or representations shall be binding. This LEASE/SUBLEASE supersedes and voids any prior license, LEASE/SUBLEASE or agreement between STATE and LESSEE/SUBLESSEE with regard to the LEASE/SUBLEASE AREA.
CLAUSE HEADINGS	50.	All Section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this LEASE/SUBLEASE.
SEVERABILITY	51.	If any term, covenant, condition, or provision of this LEASE/SUBLEASE or any application thereof is found invalid, void, or unenforceable to any extent by a court of competent jurisdiction, the remainder of this LEASE/SUBLEASE shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

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|--------------------------------|------------|---|
| BINDING | 52. | The terms of this LEASE/SUBLEASE and covenants and agreements herein contained shall apply to and shall bind and inure to the benefit of the parties, their heirs, representatives, assigns. |
| ESSENCE OF TIME | 53. | Time is of the essence for each and all of the provisions, covenants and conditions of this LEASE/SUBLEASE. |
| DAMAGES | 54. | Notwithstanding anything to the contrary in this LEASE/SUBLEASE, neither Party shall be liable to the other for, and each Party hereby waives the right to recover, incidental or consequential damages, (including, but not limited to, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages. |
| | 55. | |
| CITY RE-
QUIREMENTS | | This Lease Sublease shall be subject to the City and County of San Francisco requirements attached as Exhibit C and incorporated into this LEASE/SUBLEASE by reference. |
| COUNTER-
PARTS | 56. | This LEASE/SUBLEASE may be executed in separate counterparts, each of which when so executed shall be deemed to be an original. Such counterparts shall, together, constitute and be one and the same instrument. |

IN WITNESS WHEREOF, this LEASE/SUBLEASE has been executed by the Parties hereto as of the date of signature of the last Party signing below.

STATE OF CALIFORNIA

LESSEE/SUBLESSEE
City and County of San Francisco,
a municipal corporation

By: _____
BRIAN DEWEY, Assistant Deputy Director
Acquisition and Development

By: _____
ANDRICO Q. PENICK
Director of Real Estate

Date Executed

Date Signed

APPROVAL RECOMMENDED:

APPROVED AS TO FORM:

DAVID CHIU, CITY ATTORNEY

By: _____
EEDEN LEE, Associate Land Agent

By: _____
VINCENT BROWN
Deputy City Attorney

I hereby certify that all conditions for exemption have been complied with and this document is exempt from the Department of General Services approval.

By: _____
BRIAN DEWEY, Assistant Deputy Director
Acquisition and Development

Exhibit A

Exhibit B

Exhibit C

EXHIBIT A

LAND DESCRIPTION

A parcel of land situate in the City and County of San Francisco, State of California, and being described as follows:

Being a portion of "CP State Park Site Public Trust Parcel 1" as described in that certain Quitclaim Deed recorded as Document No. 2014-J915935, City and County of San Francisco Records, and being more particularly described as follows:

COMMENCING at a point on the northeasterly line of Gilman Avenue, said point lying South 53°18'15" East 323.29 feet from the intersection of the northeasterly line of Gilman Avenue with the southeasterly line Donahue Street, said Avenue and Street shown on that certain Record of Survey 7753 filed in Book EE of Survey Maps at Pages 232 to 248, Inclusive, City and County of San Francisco Records; thence from said point of commencement, along said northeasterly line of Gilman Avenue, North 53°18'15" West 147.49 feet to the POINT OF BEGINNING; thence leaving said line and along the following twelve (12) courses:

1. North 36°34'25" East 406.66 feet,
2. North 53°12'00" West 56.35 feet,
3. North 36°00'52" East 673.06 feet,
4. South 89°20'55" East 111.18 feet,
5. South 53°50'28" East 387.89 feet,
6. South 36°59'10" West 307.01 feet,
7. South 53°46'55" West 123.15 feet,
8. South 72°39'57" West 119.37 feet,
9. North 84°07'38" West 253.76 feet,
10. South 77°29'35" West 53.93 feet,
11. South 45°11'19" West 50.19 feet, and
12. South 36°34'25" West 407.01 feet to a point on said northeasterly line of Gilman Avenue;

thence along said line, North 53°18'15" West 45.00 feet to the point of beginning.

EXCEPTING THEREFROM any portions lying within "CP State Park Site Trust Termination Parcel 4" as described in that certain Quitclaim and Trust Termination document recorded as Document No. 2014-J915945, City and County of San Francisco Records.

ALSO EXCEPTING THEREFROM any portions lying southwesterly of the following describe line:

COMMENCING at the intersection of said northeasterly line of Gilman Avenue with the said southeasterly line of Donahue Street; thence along said northeasterly line of Gilman Avenue, South $53^{\circ}18'15''$ East 323.29 feet; thence leaving said line, North $47^{\circ}59'55''$ East 170.43 feet to a point on a line between SRA Mon. 26 and SRA Mon. 27, as said line is depicted on that certain Record of Survey 7753 filed in Book EE of Survey Maps At Pages 232 to 248, Inclusive, City and County of San Francisco Records, said point also being the POINT OF BEGINNING; thence along said line, North $53^{\circ}18'15''$ West 295.88 feet to the terminus of said line.

END OF DESCRIPTION

Prepared 11/04/2021 by the California State Lands Commission Boundary Unit.



Date: 11/04/2021

EXHIBIT []

CITY AND COUNTY OF SAN FRANCISCO REQUIREMENTS

- 1. Eminent Domain.** In the event all or part of the LEASE/SUBLEASE or the LEASE/SUBLEASE AREA is taken by eminent domain, City shall have the right to seek an award for the value of its interest in the LEASE/SUBLEASE taken.
- 2. Landlord Ownership of Lease Area.** STATE represents that it leases the LEASE/SUBLEASE AREA, and that it is authorized to enter into this LEASE/SUBLEASE. Any necessary STATE and master landlord consents have been obtained to enter into this LEASE SUBLEASE.
- 3. Applicable Law.** This LEASE/SUBLEASE shall be construed and enforced in accordance with the laws of the State of California.
- 4. Non-Discrimination.** In the performance of this LEASE/SUBLEASE, parties agree to comply with state and federal non-discrimination employment laws.
- 5. Controller's Certification of Funds.** The terms of this LEASE/SUBLEASE shall be governed by and subject to the budgetary and fiscal provisions of the City and County of San Francisco's Charter. Notwithstanding anything to the contrary contained in this LEASE/SUBLEASE, there shall be no obligation for the payment or expenditure of money by LESSEE/SUBLESSEE under this LEASE/SUBLEASE unless the Controller of the City and County of San Francisco first certifies, pursuant to Section 3.105 of the City's Charter, that there is a valid appropriation from which the expenditure may be made and that unencumbered funds are available from the appropriation to pay the expenditure.
- 6. MacBride Principles – Northern Ireland.** The City and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1 et seq. The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles.
- 7. Tropical Hardwood and Virgin Redwood Ban.** LESSEE/SUBLESSEE urges companies not to import, purchase, obtain or use for any purpose any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood products.
- 8. Bicycle Parking Facilities.** Article 1.5, Section 155.3, of the San Francisco Planning Code (the "Planning Code") requires the provision of bicycle parking at City-leased buildings at no cost to STATE. During the Term, City shall have the right to install and maintain, at its sole cost, bicycle parking at the LEASE/SUBLEASE AREA; provided any improvements to the LEASE/SUBLEASE AREA will be subject to STATE's consent as set forth in the LEASE/SUBLEASE. This LEASE/SUBLEASE is not for a City-leased building.


BOARD of SUPERVISORS



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1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689
Tel. No. (415) 554-5184
Fax No. (415) 554-5163
TDD/TTY No. (415) 554-5227

MEMORANDUM

Date: September 20, 2023
To: Planning Department
From: Stephanie Cabrera, Clerk of the Homelessness and Behavioral Health Select Committee
Subject: Board of Supervisors Legislation Referral - File No. 230974
Sublease Agreement - California State Lands Commission - Candlestick Point State Recreation Area - Vehicle Triage Center - Base Rent of \$312,000

- ☒ California Environmental Quality Act (CEQA) Determination
(*California Public Resources Code, Sections 21000 et seq.*) On September 6, 2023, the Planning Department determined that the Bayview Vehicle Triage Center meets the definition of a low barrier navigation center set forth in Government Code Section 65660(a) and meets the criteria set forth in Government Code Section 65662. Accordingly, the Bayview Vehicle Triage Center is not subject to CEQA.
- ☐ Ordinance / Resolution
- ☐ Ballot Measure
- ☐ Amendment to the Planning Code, including the following Findings: ^{10/2/2023}
(*Planning Code, Section 302(b): 90 days for Planning Commission review*) 
- ☐ General Plan ☐ Planning Code, Section 101.1 ☐ Planning Code, Section 302
- ☐ Amendment to the Administrative Code, involving Land Use/Planning
(*Board Rule 3.23: 30 days for possible Planning Department review*)
- ☐ General Plan Referral for Non-Planning Code Amendments
(*Charter, Section 4.105, and Administrative Code, Section 2A.53*)
(Required for legislation concerning the acquisition, vacation, sale, or change in use of City property; subdivision of land; construction, improvement, extension, widening, narrowing, removal, or relocation of public ways, transportation routes, ground, open space, buildings, or structures; plans for public housing and publicly-assisted private housing; redevelopment plans; development agreements; the annual capital expenditure plan and six-year capital improvement program; and any capital improvement project or long-term financing proposal such as general obligation or revenue bonds.)
- ☐ Historic Preservation Commission
- ☐ Landmark (*Planning Code, Section 1004.3*)
- ☐ Cultural Districts (*Charter, Section 4.135 & Board Rule 3.23*)
- ☐ Mills Act Contract (*Government Code, Section 50280*)

☐ Designation for Significant/Contributory Buildings (*Planning Code, Article 11*)

Please send the Planning Department determination to Stephanie Cabrera at Stephanie.Cabrera@sfgov.org.



DEPARTMENT OF
HOMELESSNESS AND
SUPPORTIVE HOUSING

New Sublease: Bayview Vehicle Triage Center

Homelessness and Behavioral Health Committee | September 29, 2023



Resolution

• **Resolution:** Authorizes and approves the Director of Property to enter into a **new sublease** agreement for the 312,000 sq ft parcel owned by the California State Lands Commission and leased to the California Department of Parks and Recreation for a term of two years.

• **Term:**

- Current Term: January 2022 – January 2024
- New Term: **January 2024 – January 2026**

• **Amount:** Annual base rent of **\$312,000**

Bayview Vehicle Triage Center

- **Urban Alchemy** operates the site with 24/7 staffing.
- **Bayview Hunters Point Foundation (BVHP)** provides onsite social services including.
- BVHP and Urban Alchemy work to connect guests with services including housing assistance, health services and public benefits and provide:
 - Intake
 - Case management
 - Benefits navigation
 - Wellness checks

96 Guests served
FY2022-23:

25% Black

51% Latinx

72% Male

29% Age 55+

Bayview VTC: Cost Estimates

- The cost per bed per night of this program is most appropriately calculated by the **total guest capacity** of the site.
- Urban Alchemy Agreement includes **additional services** with annual costs that are uncommon in other shelter programs:
 - Portable toilets and handwashing (\$37,000)
 - Black water pumping (\$28,000)
 - Fresh meals as no freezer/kitchen on site (\$339,000)
 - WiFi and Camera Infrastructure (\$131,000)
 - Laundry services as no onsite laundry (\$60,000)
 - Solar lights (\$110,000)
 - Office trailer and storage (\$22,000)
 - Insurance for this type of program (\$100,000)

Cost Per Bed Per Night
(50 guest capacity) |
\$227

- Urban Alchemy Operations: \$174
- BVHP Support Services: \$40
- Showers: \$12

Cost Per Bed Per Night
(120 guest capacity) |
\$95

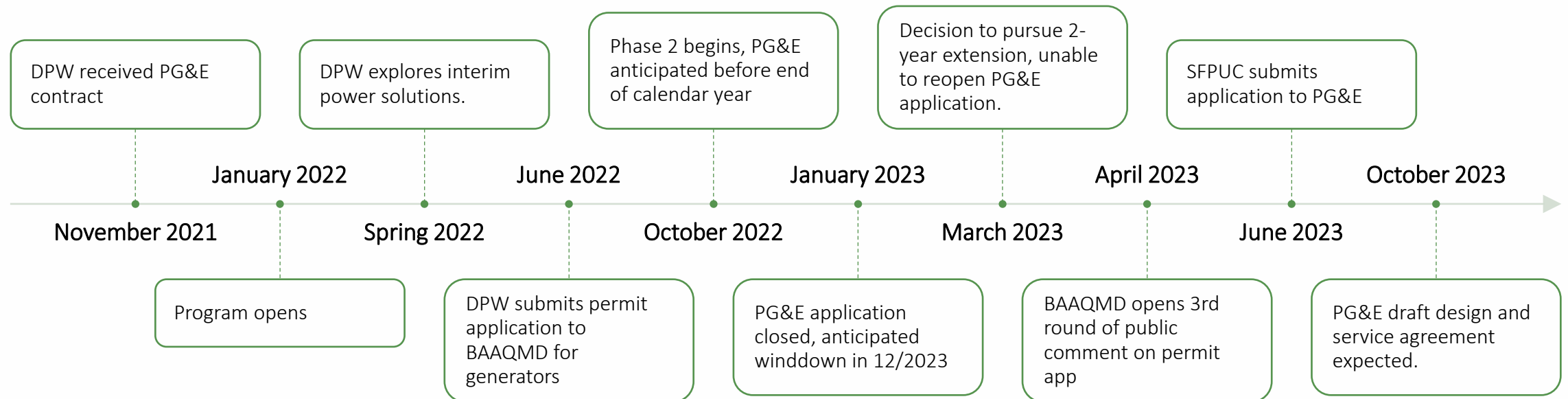
- Urban Alchemy Operations: \$72
- BHVP Support Services: \$17
- Showers: \$5

Not included

- Lease Costs: \$312,000 annually
- Shelter Health and Shelter Transportation

Bayview VTC: Permanent Power Timeline

- HSH and DPW developed a two-phased construction approach to the site. **Phase 1** would support **immediate service needs** and **Phase 2** would expand the footprint of the program in **alignment with permanent power**.
- HSH and DPW continue to work toward permanent power while also exploring **interim power solutions**.



Vehicular Homelessness in San Francisco

- 2022 PIT Count estimates **4,397** people were experiencing **unsheltered homelessness** in San Francisco, **24%** of which was attributed to **people sleeping in vehicles**.
- The July 2023 tent, structure and vehicle count found **1,058 inhabited vehicles** in the city.
 - **507 or 48%** of which were in District 10.
- Bayview VTC is currently the city's only safe parking program.

Bayview VTC | September 2023

- Serving **46 guests** in **35 vehicles**
- **15 guests** having vehicles repaired
- **5 guests** connected to health services



DEPARTMENT OF
HOMELESSNESS AND
SUPPORTIVE HOUSING

Questions?

Thank you.

Learn: hsh.sfgov.org | Like: @SanFranciscoHSH | Follow: @SF_HSH

From: [Carroll, John \(BOS\)](#)
To: [Aman; Cabrera, Stephanie \(BOS\)](#)
Cc: [Marsha Maloof; Russell Morine; Andres Cortes; Christopher Whipple; Becky Graff; Chalam Tubati; Barbara Tassa; Walton, Shamann \(BOS\); Ronen, Hillary; Mandelman, Rafael \(BOS\); Board of Supervisors \(BOS\); Peskin, Aaron \(BOS\); Breed, Mayor London \(MYR\); McSpadden, Shireen \(HOM\); Cohen, Emily \(HOM\); CSLC.Commissionmeetings@slc.ca.gov; Philip.Ginsburg@sfgov.org](#)
Subject: RE: Community opposition to extending the Vehicle Triage Center (VTC) use within Candlestick Point State Recreational Area (CPSRA) – File No. 230974 - HBHS September 29, 2023
Date: Friday, September 29, 2023 12:04:09 PM
Attachments: [Letter re opposition to VTC extension.pdf](#)
[image001.png](#)

Thank you for your comment letter.

We are adding your comment letter to the legislative file for this resolution matter – File No. 230974 – [Sublease Agreement - California State Lands Commission - Candlestick Point State Recreation Area - Vehicle Triage Center - Base Rent of \$312,000]

John Carroll
Assistant Clerk

Board of Supervisors
San Francisco City Hall, Room 244
San Francisco, CA 94102
(415)554-4445



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From: Aman <aman.khosa@gmail.com>
Sent: Friday, September 29, 2023 9:44 AM
To: Walton, Shamann (BOS) <shamann.walton@sfgov.org>; Ronen, Hillary <hillary.ronen@sfgov.org>; Mandelman, Rafael (BOS) <rafael.mandelman@sfgov.org>; Board of Supervisors (BOS) <board.of.supervisors@sfgov.org>; Peskin, Aaron (BOS) <aaron.peskin@sfgov.org>; Carroll, John (BOS) <john.carroll@sfgov.org>; Breed, Mayor London (MYR) <mayorlondonbreed@sfgov.org>; McSpadden, Shireen (HOM) <shireen.mcspadden@sfgov.org>; Cohen, Emily (HOM) <emily.cohen@sfgov.org>; CSLC.Commissionmeetings@slc.ca.gov; Philip.Ginsburg@sfgov.org
Cc: Marsha Maloof <marshapen@gmail.com>; Russell Morine <rmorine@aol.com>; Andres Cortes <andrescortes4500@gmail.com>; Christopher Whipple <crwbot@gmail.com>; Becky Graff

<becky.graff@gmail.com>; Chalam Tubati <vchalam.tubati@gmail.com>; Barbara Tassa <btassa@gmail.com>

Subject: Community opposition to extending the Vehicle Triage Center (VTC) use within Candlestick Point State Recreational Area (CPSRA)

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear representatives:

I am a resident of the Bayview neighborhood in San Francisco. I am writing this letter to express opposition to the extension of the Vehicle Triage Center (VTC) at Candlestick State Park on behalf of our Bayview Hill neighborhood association. Letter attached on behalf of our organization.

On a personal note, back in 2021 I fully supported the idea of Vehicle Triage Center to help the folks affected by pandemic. However, since then, given the execution of VTC for the last two years and reviewing the performance metrics shared by the Department of Homelessness Shelter and Supportive Housing (HSH) it is evident that VTC is not a viable solution to tackle the problem of homelessness and RVs. At this time, all the members of the association share the same opinion.

During the July 2023 monthly meeting, all the members of the association unanimously voted against the extension of VTC at Candlestick State Park in our neighborhood. Some community members sharing the concerns are cc'd here: [@Marsha Maloof](#) , [@Russell Morine](#), [@Andres Cortes](#) , [@Christopher Whipple](#), [@Becky Graff](#) , [@Chalam Tubati](#) and [@Barbara Tassa](#).

As responsible citizens of San Francisco, we ask you to not extend the VTC at Candlestick State Park any further and use the earmarked resources to implore other ways to help the folks in need.

Please do not hesitate to reach out to us if you have any further questions and concerns.

Thank you.

Best,
Aman
On behalf of Bayview Hill Neighborhood Association

Aman
Aman



BAYVIEW HILL NEIGHBORHOOD ASSOCIATION

Mailing Address: 803 Meade Avenue, San Francisco, CA 94124 Phone: 415-468-9168

Sep 28, 2023

Subject: Community opposition to extending the Vehicle Triage Center (VTC) use within Candlestick Point State Recreational Area (CPSRA)

Dear representatives and decision-makers:

We are a group of residents and members of the Bayview Hill Neighborhood Association and we are vehemently opposed to the extension of the Vehicle Triage Center (VTC) within the Candlestick Point State Recreational Area. While some of us initially supported this project two years ago as a way to address the burgeoning number of people living in their vehicles lining Hunters Point Expressway, particularly given the hardships brought on by the pandemic. Now that real outcome data has been gathered, the VTC is not a viable solution. Moreover, given the VTC's lack of transparency, negligible outcomes, negative environmental impacts, and fiscal unsustainability, we are now unanimously opposed to a continuation of this use.

We urge you and the State Land Commission to not support an extension of this use for the following reasons:

Poor Execution: While the initial intent of the VTC was an understandable response to the shocking increase in vehicle encampments along Hunters Point Expressway (HPE) and nearby streets in the BVHP neighborhood during the pandemic along, execution by the City (HSH, DPW, MTA, SFPD) has proven to be catastrophic. Vehicles were relocated to the VTC and the HPE was cleared, but this was solely the result of massive flooding and the complete closure of the most encampment impacted areas. The VTC was a mandate and less of a choice. To date, the HPE remains closed.

Unfulfilled Promises: With a 'safe and secure' place to go the City promised increased enforcement related to long term vehicle encampments within the BVHP. This has not been the case. Other than on the HPE, vehicle encampments have not significantly decreased. Promised utilities are still not available on the site after nearly 18 months of operations. As stated by HSH, the lack of utilities has resulted in temporary 'workarounds' that have negatively impacted the surrounding community. Very large and invasive lights remain on all night, which led to scoping down the capacity to about one third of the initial expectation (50 vehicles rather than 150).

Harmful to the Health of BVHP: To date, the VTC still lacks PGE supplied power. The solution proposed by HSH was the installation of several diesel-powered generators. These generators are in constant operation and were initially unpermitted. It is widely known that the BVHP is considered an environmentally sensitive community after decades of under regulated

industry uses. Diesel generators require permits precisely to protect this community. Yet, HSH is actively seeking BAAQMD approval to continue diesel emission pollution with a Public Park. Diesel emissions will impact open space users as well as VTC clients and the greater BVHP.

Fiscally Irresponsible: To date the VTC has cost the City tax payers over \$6.1 Million (Source: VTC update by HSH June 12, 2023). The most recent HSH report stated that 13 VTC clients made the transition to stable housing and 4 VTC clients made transition to shelter or transitional housing (Source: VTC update by HSH June 12, 2023). The VTC is proving to be fiscally irresponsible. At less than one placement per month, it would be more cost-effective to provide each VTC client with a monthly rental stipend. Even at market-rate rents, it would be cheaper to pay the rents of 50+ households than to keep operating the VTC. It is inconceivable that the City would continue to extend such a program with metrics of success at this level.

Only in the BVHP?: The VTC as a solution to providing services to those living in vehicles is not scalable or replicable. There are no other Public Open Spaces or City Park options in San Francisco that would allow a VTC to be permitted. The City forced the VTC into the Bayview, the one neighborhood that is widely seen as the path of least resistance. The City sought approval from the State as a way to circumvent what is un-permittable at any other Public Park in San Francisco.

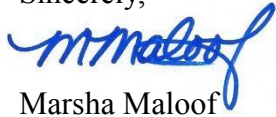
We hope that moving forward that the City will begin to alleviate the social injustice within the Bayview Hunters Point community by years of governmental neglect and systematic racism, starting by NOT adding the extra burden represented by the VTC.

As a community group, active since 1984 and incorporated as a California 501(c)3 non-profit organization in 1990, members of the Bayview Hill Neighborhood Association are residents of the Southeast sector of San Francisco and represent residents/homeowners who live and work in the area from Williams/Van Dyke Avenues to the San Francisco County line and from the Bayshore Freeway to Candlestick Point. We are all committed to making our neighborhood a safe, clean, and well-maintained place to live and raise our children. Our all-volunteer Association meets monthly to discuss neighborhood concerns and provide an opportunity for city and other government agents, developers and other interested parties to meet directly with residents. Our mission is to combat neighborhood deterioration by being a concerned, informed and watchful group of residents that protect the wellbeing of our community through our united voice and actions.

We urge the State Lands Commission to not support the continuation of the VTC within Candlestick Point State Recreational as a show of support as we continue to fight for proper infrastructure, good-quality roads and clean streets, safe and accessible Parks and Open Spaces, and proper public transportation within the Bayview Hunters Point community.

We implore the City of San Francisco to close the Vehicle Triage Center (VTC) within the Candlestick Point State Recreational Area as soon as humanly possible. Use the earmarked money for homelessness to move these people into actual homes. If people don't want to be housed in conventional ways, mobile home parks are available in already established areas. We want the same level of vehicle enforcement in our neighborhood as is standard City wide. We appreciate your prompt consideration of this matter.

Sincerely,



Marsha Maloof
Board President

CC: Bayview Hill Neighborhood Association Board of Directors
Office of the Mayor
OCII Director
District 10 Supervisor and Staff
San Francisco Board of Supervisors President
Department of Public Works
Department of Homelessness and Supportive Housing

From: [Carroll, John \(BOS\)](#)
To: Madeline.Trait@respondl.com; [Cabrera, Stephanie \(BOS\)](#)
Cc: [Board of Supervisors \(BOS\)](#); [Peskin, Aaron \(BOS\)](#); [Breed, Mayor London \(MYR\)](#); [McSpadden, Shireen \(HOM\)](#); [Cohen, Emily \(HOM\)](#); CSLC.Commissionmeetings@slc.ca.gov; Philip.Ginsburg@sfgov.org; madtrait@gmail.com; [Walton, Shamann \(BOS\)](#); [Ronen, Hillary](#); [Mandelman, Rafael \(BOS\)](#)
Subject: RE: Do not extend the VTC for another 2 year term at the CPSRA– File No. 230974 – [Sublease Agreement - California State Lands Commission - Candlestick Point State Recreation Area - Vehicle Triage Center - Base Rent of \$312,000]
Date: Friday, September 29, 2023 9:20:21 AM
Attachments: [image001.png](#)

Thank you for your comment letter.

We are adding your comment letter to the legislative file for this resolution matter – File No. 230974 – [Sublease Agreement - California State Lands Commission - Candlestick Point State Recreation Area - Vehicle Triage Center - Base Rent of \$312,000]

John Carroll
Assistant Clerk

Board of Supervisors
San Francisco City Hall, Room 244
San Francisco, CA 94102
(415)554-4445



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-----Original Message-----

From: Madeline.Trait@respondl.com <Madeline.Trait@respondl.com>
Sent: Thursday, September 28, 2023 10:23 AM
To: Walton, Shamann (BOS) <shamann.walton@sfgov.org>; Ronen, Hillary <hillary.ronen@sfgov.org>; Mandelman, Rafael (BOS) <rafael.mandelman@sfgov.org>
Cc: Board of Supervisors (BOS) <board.of.supervisors@sfgov.org>; Peskin, Aaron (BOS) <aaron.peskin@sfgov.org>; Carroll, John (BOS) <john.carroll@sfgov.org>; Breed, Mayor London (MYR) <mayorlondonbreed@sfgov.org>; McSpadden, Shireen (HOM) <shireen.mcspadden@sfgov.org>; Cohen, Emily (HOM) <emily.cohen@sfgov.org>; CSLC.Commissionmeetings@slc.ca.gov; Philip.Ginsburg@sfgov.org; madtrait@gmail.com
Subject: Do not extend the VTC for another 2 year term at the CPSRA

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Dear Representatives,

I am a Bayview resident and I do not support the extension of the Vehicle Triage Center (VTC) at the Candlestick Point State Recreation Area (CPSRA) in Bayview.

In 2021, HSH introduced a plan to reduce vehicular homelessness with safe parking areas, aiming to stabilize lives and connect people to housing.

However, the results have been dismal. Over 18 months (January 2022 - September 2023), of 113 VTC clients, only 15 found permanent housing. As total program costs have not been shared, at initial VTC estimates of \$15.3 million, this means that it has cost taxpayers \$1 million per permanently housed person from this program.

HSH also failed the neighborhood. Promised services like parking enforcement, preventing re-encampments, and tackling illegal dumping have been half-heartedly pursued. Moreover, HSH polluted the community by secretly operating 16 diesel generators for lighting at the site, after initially claiming it was already electrified. HSH is still seeking more diesel power permits with BAAQMD. This would add even more cancer-causing air pollution to the community.

I'm not opposed to providing services to unhoused communities. But what the city does can't be at the expense of the Bayview community, which has long borne historical discrimination and pollution, while having less access to parks and open space. The CPSRA is a vital outdoor recreation area, and should be used for that purpose.

As the city's own budget and legislative analyst writes in the BLA Report 092223, it is "by far the most expensive homeless response intervention". It is time to end the VTC experiment at Candlestick and invest in proper development and infrastructure in the area. That's why I urge the city NOT to extend the VTC beyond its initial 2-year term, ending in January 2024.

Regards,

Madeline Trait
Residing in 94124

From: [Carroll, John \(BOS\)](#)
To: Marcia.Thomas@responidl.com; [Cabrera, Stephanie \(BOS\)](#)
Cc: [Board of Supervisors \(BOS\)](#); [Peskin, Aaron \(BOS\)](#); [Breed, Mayor London \(MYR\)](#); [McSpadden, Shireen \(HOM\)](#); [Cohen, Emily \(HOM\)](#); CSLC.Commissionmeetings@slc.ca.gov; Philip.Ginsburg@sfgov.org; marciaannthomas10@gmail.com; [Walton, Shamann \(BOS\)](#); [Ronen, Hillary](#); [Mandelman, Rafael \(BOS\)](#)
Subject: RE: Do not extend the VTC for another 2 year term at the CPSRA– File No. 230974 – [Sublease Agreement - California State Lands Commission - Candlestick Point State Recreation Area - Vehicle Triage Center - Base Rent of \$312,000]
Date: Friday, September 29, 2023 9:20:23 AM
Attachments: [image001.png](#)

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John Carroll
Assistant Clerk

Board of Supervisors
San Francisco City Hall, Room 244
San Francisco, CA 94102
(415)554-4445



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-----Original Message-----

From: Marcia.Thomas@responidl.com <Marcia.Thomas@responidl.com>
Sent: Thursday, September 28, 2023 9:56 AM
To: Walton, Shamann (BOS) <shamann.walton@sfgov.org>; Ronen, Hillary <hillary.ronen@sfgov.org>; Mandelman, Rafael (BOS) <rafael.mandelman@sfgov.org>
Cc: Board of Supervisors (BOS) <board.of.supervisors@sfgov.org>; Peskin, Aaron (BOS) <aaron.peskin@sfgov.org>; Carroll, John (BOS) <john.carroll@sfgov.org>; Breed, Mayor London (MYR) <mayorlondonbreed@sfgov.org>; McSpadden, Shireen (HOM) <shireen.mcspadden@sfgov.org>; Cohen, Emily (HOM) <emily.cohen@sfgov.org>; CSLC.Commissionmeetings@slc.ca.gov; Philip.Ginsburg@sfgov.org; marciaannthomas10@gmail.com
Subject: Do not extend the VTC for another 2 year term at the CPSRA

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Regards,
MarciaThomas 94124
Marcia Thomas
Residing in 94124

From: [Carroll, John \(BOS\)](#)
To: John.Tran@responidl.com; [Cabrera, Stephanie \(BOS\)](#)
Cc: [Board of Supervisors \(BOS\)](#); [Peskin, Aaron \(BOS\)](#); [Breed, Mayor London \(MYR\)](#); [McSpadden, Shireen \(HOM\)](#); [Cohen, Emily \(HOM\)](#); CSLC.Commissionmeetings@slc.ca.gov; Philip.Ginsburg@sfgov.org; jtd78@yahoo.com; [Walton, Shamann \(BOS\)](#); [Ronen, Hillary](#); [Mandelman, Rafael \(BOS\)](#)
Subject: RE: Do not extend the VTC for another 2 year term at the CPSRA– File No. 230974 – [Sublease Agreement - California State Lands Commission - Candlestick Point State Recreation Area - Vehicle Triage Center - Base Rent of \$312,000]
Date: Friday, September 29, 2023 9:20:26 AM
Attachments: [image001.png](#)

Thank you for your comment letter.

We are adding your comment letter to the legislative file for this resolution matter – File No. 230974 – [Sublease Agreement - California State Lands Commission - Candlestick Point State Recreation Area - Vehicle Triage Center - Base Rent of \$312,000]

John Carroll
Assistant Clerk

Board of Supervisors
San Francisco City Hall, Room 244
San Francisco, CA 94102
(415)554-4445



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-----Original Message-----

From: John.Tran@responidl.com <John.Tran@responidl.com>
Sent: Thursday, September 28, 2023 9:44 AM
To: Walton, Shamann (BOS) <shamann.walton@sfgov.org>; Ronen, Hillary <hillary.ronen@sfgov.org>; Mandelman, Rafael (BOS) <rafael.mandelman@sfgov.org>
Cc: Board of Supervisors (BOS) <board.of.supervisors@sfgov.org>; Peskin, Aaron (BOS) <aaron.peskin@sfgov.org>; Carroll, John (BOS) <john.carroll@sfgov.org>; Breed, Mayor London (MYR) <mayorlondonbreed@sfgov.org>; McSpadden, Shireen (HOM) <shireen.mcspadden@sfgov.org>; Cohen, Emily (HOM) <emily.cohen@sfgov.org>; CSLC.Commissionmeetings@slc.ca.gov; Philip.Ginsburg@sfgov.org; jtd78@yahoo.com
Subject: Do not extend the VTC for another 2 year term at the CPSRA

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Representatives,

I am a Bayview resident and I do not support the extension of the Vehicle Triage Center (VTC) at the Candlestick Point State Recreation Area (CPSRA) in Bayview.

In 2021, HSH introduced a plan to reduce vehicular homelessness with safe parking areas, aiming to stabilize lives and connect people to housing.

However, the results have been dismal. Over 18 months (January 2022 - September 2023), of 113 VTC clients, only 15 found permanent housing. As total program costs have not been shared, at initial VTC estimates of \$15.3 million, this means that it has cost taxpayers \$1 million per permanently housed person from this program.

HSH also failed the neighborhood. Promised services like parking enforcement, preventing re-encampments, and tackling illegal dumping have been half-heartedly pursued. Moreover, HSH polluted the community by secretly operating 16 diesel generators for lighting at the site, after initially claiming it was already electrified. HSH is still seeking more diesel power permits with BAAQMD. This would add even more cancer-causing air pollution to the community.

I'm not opposed to providing services to unhoused communities. But what the city does can't be at the expense of the Bayview community, which has long borne historical discrimination and pollution, while having less access to parks and open space. The CPSRA is a vital outdoor recreation area, and should be used for that purpose.

As the city's own budget and legislative analyst writes in the BLA Report 092223, it is "by far the most expensive homeless response intervention". It is time to end the VTC experiment at Candlestick and invest in proper development and infrastructure in the area. That's why I urge the city not to extend the VTC beyond its initial 2-year term, ending in January 2024.

Regards,

John Tran
Residing in 94124

From: [Carroll, John \(BOS\)](#)
To: [Gina.Tobar@responidl.com](#); [Cabrera, Stephanie \(BOS\)](#)
Cc: [Board of Supervisors \(BOS\)](#); [Peskin, Aaron \(BOS\)](#); [Breed, Mayor London \(MYR\)](#); [McSpadden, Shireen \(HOM\)](#); [Cohen, Emily \(HOM\)](#); [CSLC.Commissionmeetings@slc.ca.gov](#); [Philip.Ginsburg@sfgov.org](#); [ginatobar@gmail.com](#); [Walton, Shamann \(BOS\)](#); [Ronen, Hillary](#); [Mandelman, Rafael \(BOS\)](#)
Subject: RE: Do not extend the VTC for another 2 year term at the CPSRA– File No. 230974 – [Sublease Agreement - California State Lands Commission - Candlestick Point State Recreation Area - Vehicle Triage Center - Base Rent of \$312,000]
Date: Friday, September 29, 2023 9:20:27 AM
Attachments: [image001.png](#)

Thank you for your comment letter.

We are adding your comment letter to the legislative file for this resolution matter – File No. 230974 – [Sublease Agreement - California State Lands Commission - Candlestick Point State Recreation Area - Vehicle Triage Center - Base Rent of \$312,000]

John Carroll
Assistant Clerk

Board of Supervisors
San Francisco City Hall, Room 244
San Francisco, CA 94102
(415)554-4445



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-----Original Message-----

From: Gina.Tobar@responidl.com <Gina.Tobar@responidl.com>
Sent: Thursday, September 28, 2023 9:42 AM
To: Walton, Shamann (BOS) <shamann.walton@sfgov.org>; Ronen, Hillary <hillary.ronen@sfgov.org>; Mandelman, Rafael (BOS) <rafael.mandelman@sfgov.org>
Cc: Board of Supervisors (BOS) <board.of.supervisors@sfgov.org>; Peskin, Aaron (BOS) <aaron.peskin@sfgov.org>; Carroll, John (BOS) <john.carroll@sfgov.org>; Breed, Mayor London (MYR) <mayorlondonbreed@sfgov.org>; McSpadden, Shireen (HOM) <shireen.mcspadden@sfgov.org>; Cohen, Emily (HOM) <emily.cohen@sfgov.org>; CSLC.Commissionmeetings@slc.ca.gov; Philip.Ginsburg@sfgov.org; ginatobar@gmail.com
Subject: Do not extend the VTC for another 2 year term at the CPSRA

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Dear Representatives,

I work in the Bayview and I reside in Visitacion Valley. I do not support the extension of the Vehicle Triage Center (VTC) at the Candlestick Point State Recreation Area (CPSRA) in Bayview.

In 2021, HSH introduced a plan to reduce vehicular homelessness with safe parking areas, aiming to stabilize lives and connect people to housing.

However, the results have been dismal. Over 18 months (January 2022 - September 2023), of 113 VTC clients, only 15 found permanent housing. As total program costs have not been shared, at initial VTC estimates of \$15.3 million, this means that it has cost taxpayers \$1 million per permanently housed person from this program.

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I'm not opposed to providing services to unhoused communities. But what the city does can't be at the expense of the Bayview community, which has long borne historical discrimination and pollution, while having less access to parks and open space. The CPSRA is a vital outdoor recreation area, and should be used for that purpose.

As the city's own budget and legislative analyst writes in the BLA Report 092223, it is "by far the most expensive homeless response intervention". It is time to end the VTC experiment at Candlestick and invest in proper development and infrastructure in the area. That's why I urge the city not to extend the VTC beyond its initial 2-year term, ending in January 2024.

Regards,

Gina Tobar
Residing in 94134

From: [Carroll, John \(BOS\)](#)
To: Quoc.Lam@responidl.com; [Cabrera, Stephanie \(BOS\)](#)
Cc: [Board of Supervisors \(BOS\)](#); [Peskin, Aaron \(BOS\)](#); [Breed, Mayor London \(MYR\)](#); [McSpadden, Shireen \(HOM\)](#); [Cohen, Emily \(HOM\)](#); CSLC.Commissionmeetings@slc.ca.gov; Philip.Ginsburg@sfgov.org; darianlam@yahoo.com; [Walton, Shamann \(BOS\)](#); [Ronen, Hillary](#); [Mandelman, Rafael \(BOS\)](#)
Subject: RE: Do not extend the VTC for another 2 year term at the CPSRA– File No. 230974 – [Sublease Agreement - California State Lands Commission - Candlestick Point State Recreation Area - Vehicle Triage Center - Base Rent of \$312,000]
Date: Friday, September 29, 2023 9:20:30 AM
Attachments: [image001.png](#)

Thank you for your comment letter.

We are adding your comment letter to the legislative file for this resolution matter – File No. 230974 – [Sublease Agreement - California State Lands Commission - Candlestick Point State Recreation Area - Vehicle Triage Center - Base Rent of \$312,000]

John Carroll
Assistant Clerk

Board of Supervisors
San Francisco City Hall, Room 244
San Francisco, CA 94102
(415)554-4445



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-----Original Message-----

From: Quoc.Lam@responidl.com <Quoc.Lam@responidl.com>
Sent: Thursday, September 28, 2023 7:51 AM
To: Walton, Shamann (BOS) <shamann.walton@sfgov.org>; Ronen, Hillary <hillary.ronen@sfgov.org>; Mandelman, Rafael (BOS) <rafael.mandelman@sfgov.org>
Cc: Board of Supervisors (BOS) <board.of.supervisors@sfgov.org>; Peskin, Aaron (BOS) <aaron.peskin@sfgov.org>; Carroll, John (BOS) <john.carroll@sfgov.org>; Breed, Mayor London (MYR) <mayorlondonbreed@sfgov.org>; McSpadden, Shireen (HOM) <shireen.mcspadden@sfgov.org>; Cohen, Emily (HOM) <emily.cohen@sfgov.org>; CSLC.Commissionmeetings@slc.ca.gov; Philip.Ginsburg@sfgov.org; darianlam@yahoo.com
Subject: Do not extend the VTC for another 2 year term at the CPSRA

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untrusted sources.

Dear Representatives,

I am a Bayview resident and I do not support the extension of the Vehicle Triage Center (VTC) at the Candlestick Point State Recreation Area (CPSRA) in Bayview.

In 2021, HSH introduced a plan to reduce vehicular homelessness with safe parking areas, aiming to stabilize lives and connect people to housing.

However, the results have been dismal. Over 18 months (January 2022 - September 2023), of 113 VTC clients, only 15 found permanent housing. As total program costs have not been shared, at initial VTC estimates of \$15.3 million, this means that it has cost taxpayers \$1 million per permanently housed person from this program.

HSH also failed the neighborhood. Promised services like parking enforcement, preventing re-encampments, and tackling illegal dumping have been half-heartedly pursued. Moreover, HSH polluted the community by secretly operating 16 diesel generators for lighting at the site, after initially claiming it was already electrified. HSH is still seeking more diesel power permits with BAAQMD. This would add even more cancer-causing air pollution to the community.

I'm not opposed to providing services to unhoused communities. But what the city does can't be at the expense of the Bayview community, which has long borne historical discrimination and pollution, while having less access to parks and open space. The CPSRA is a vital outdoor recreation area, and should be used for that purpose.

As the city's own budget and legislative analyst writes in the BLA Report 092223, it is "by far the most expensive homeless response intervention". It is time to end the VTC experiment at Candlestick and invest in proper development and infrastructure in the area. That's why I urge the city not to extend the VTC beyond its initial 2-year term, ending in January 2024.

Regards,

Quoc Lam
Residing in 94124

From: [Carroll, John \(BOS\)](#)
To: [Laura.Maguire@responidl.com](#); [Cabrera, Stephanie \(BOS\)](#)
Cc: [Board of Supervisors \(BOS\)](#); [Peskin, Aaron \(BOS\)](#); [Breed, Mayor London \(MYR\)](#); [McSpadden, Shireen \(HOM\)](#); [Cohen, Emily \(HOM\)](#); [CSLC.Commissionmeetings@slc.ca.gov](#); [Philip.Ginsburg@sfgov.org](#); [lumagoo@gmail.com](#); [Walton, Shamann \(BOS\)](#); [Ronen, Hillary](#); [Mandelman, Rafael \(BOS\)](#)
Subject: RE: Do not extend the VTC for another 2 year term at the CPSRA– File No. 230974 – [Sublease Agreement - California State Lands Commission - Candlestick Point State Recreation Area - Vehicle Triage Center - Base Rent of \$312,000]
Date: Friday, September 29, 2023 9:20:33 AM
Attachments: [image001.png](#)

Thank you for your comment letter.

We are adding your comment letter to the legislative file for this resolution matter – File No. 230974 – [Sublease Agreement - California State Lands Commission - Candlestick Point State Recreation Area - Vehicle Triage Center - Base Rent of \$312,000]

John Carroll
Assistant Clerk

Board of Supervisors
San Francisco City Hall, Room 244
San Francisco, CA 94102
(415)554-4445



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-----Original Message-----

From: Laura.Maguire@responidl.com <Laura.Maguire@responidl.com>
Sent: Thursday, September 28, 2023 7:32 AM
To: Walton, Shamann (BOS) <shamann.walton@sfgov.org>; Ronen, Hillary <hillary.ronen@sfgov.org>; Mandelman, Rafael (BOS) <rafael.mandelman@sfgov.org>
Cc: Board of Supervisors (BOS) <board.of.supervisors@sfgov.org>; Peskin, Aaron (BOS) <aaron.peskin@sfgov.org>; Carroll, John (BOS) <john.carroll@sfgov.org>; Breed, Mayor London (MYR) <mayorlondonbreed@sfgov.org>; McSpadden, Shireen (HOM) <shireen.mcspadden@sfgov.org>; Cohen, Emily (HOM) <emily.cohen@sfgov.org>; CSLC.Commissionmeetings@slc.ca.gov; Philip.Ginsburg@sfgov.org; lumagoo@gmail.com
Subject: Do not extend the VTC for another 2 year term at the CPSRA

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Dear Representatives,

I am a Bayview resident and I do not support the extension of the Vehicle Triage Center (VTC) at the Candlestick Point State Recreation Area (CPSRA) in Bayview.

In 2021, HSH introduced a plan to reduce vehicular homelessness with safe parking areas, aiming to stabilize lives and connect people to housing. However, the results have been dismal. Over 18 months (January 2022 - September 2023), of 113 VTC clients, only 15 found permanent housing. As total program costs have not been shared, at initial VTC estimates of \$15.3 million, this means that it has cost taxpayers \$1 million per permanently housed person from this program.

HSH also failed the neighborhood. Promised services like parking enforcement, preventing re-encampments, and tackling illegal dumping have been half-heartedly pursued. Moreover, HSH polluted the community by secretly operating 16 diesel generators for lighting at the site, after initially claiming it was already electrified. HSH is still seeking more diesel power permits with BAAQMD. This would add even more cancer-causing air pollution to the community.

I'm not opposed to providing services to unhoused communities. But what the city does can't be at the expense of the Bayview community, which has long borne historical discrimination and pollution, while having less access to parks and open space. The CPSRA is a vital outdoor recreation area, and should be used for that purpose.

As the city's own budget and legislative analyst writes in the BLA Report 092223, it is "by far the most expensive homeless response intervention". It is time to end the VTC experiment at Candlestick and invest in proper development and infrastructure in the area. That's why I urge the city not to extend the VTC beyond its initial 2-year term, ending in January 2024.

Regards,

Laura Maguire
Residing in 94124

From: [Carroll, John \(BOS\)](#)
To: [Barb.Tassa@responidl.com](#); [Cabrera, Stephanie \(BOS\)](#)
Cc: [Board of Supervisors \(BOS\)](#); [Peskin, Aaron \(BOS\)](#); [Breed, Mayor London \(MYR\)](#); [McSpadden, Shireen \(HOM\)](#); [Cohen, Emily \(HOM\)](#); [CSLC.Commissionmeetings@slc.ca.gov](#); [Philip.Ginsburg@sfgov.org](#); [btassa@gmail.com](#); [Walton, Shamann \(BOS\)](#); [Ronen, Hillary](#); [Mandelman, Rafael \(BOS\)](#)
Subject: RE: Do not extend the VTC for another 2 year term at the CPSRA– File No. 230974 – [Sublease Agreement - California State Lands Commission - Candlestick Point State Recreation Area - Vehicle Triage Center - Base Rent of \$312,000]
Date: Friday, September 29, 2023 9:20:35 AM
Attachments: [image001.png](#)

Thank you for your comment letter.

We are adding your comment letter to the legislative file for this resolution matter – File No. 230974 – [Sublease Agreement - California State Lands Commission - Candlestick Point State Recreation Area - Vehicle Triage Center - Base Rent of \$312,000]

John Carroll
Assistant Clerk

Board of Supervisors
San Francisco City Hall, Room 244
San Francisco, CA 94102
(415)554-4445



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-----Original Message-----

From: Barb.Tassa@responidl.com <Barb.Tassa@responidl.com>
Sent: Thursday, September 28, 2023 7:42 AM
To: Walton, Shamann (BOS) <shamann.walton@sfgov.org>; Ronen, Hillary <hillary.ronen@sfgov.org>; Mandelman, Rafael (BOS) <rafael.mandelman@sfgov.org>
Cc: Board of Supervisors (BOS) <board.of.supervisors@sfgov.org>; Peskin, Aaron (BOS) <aaron.peskin@sfgov.org>; Carroll, John (BOS) <john.carroll@sfgov.org>; Breed, Mayor London (MYR) <mayorlondonbreed@sfgov.org>; McSpadden, Shireen (HOM) <shireen.mcspadden@sfgov.org>; Cohen, Emily (HOM) <emily.cohen@sfgov.org>; CSLC.Commissionmeetings@slc.ca.gov; Philip.Ginsburg@sfgov.org; btassa@gmail.com
Subject: Do not extend the VTC for another 2 year term at the CPSRA

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Dear Representatives,

I am a Bayview resident and I do not support the extension of the Vehicle Triage Center (VTC) at the Candlestick Point State Recreation Area (CPSRA) in Bayview.

In 2021, HSH introduced a plan to reduce vehicular homelessness with safe parking areas, aiming to stabilize lives and connect people to housing.

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I'm not opposed to providing services to unhoused communities. But what the city does can't be at the expense of the Bayview community, which has long borne historical discrimination and pollution, while having less access to parks and open space. The CPSRA is a vital outdoor recreation area, and should be used for that purpose.

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Regards,

Barb Tassa

Residing in 94124

From: [Carroll, John \(BOS\)](#)
To: [Susan.Larara@responidl.com](#); [Cabrera, Stephanie \(BOS\)](#)
Cc: [Board of Supervisors \(BOS\)](#); [Peskin, Aaron \(BOS\)](#); [Breed, Mayor London \(MYR\)](#); [McSpadden, Shireen \(HOM\)](#); [Cohen, Emily \(HOM\)](#); [CSLC.Commissionmeetings@slc.ca.gov](#); [Philip.Ginsburg@sfgov.org](#); [slarara@gmail.com](#); [Walton, Shamann \(BOS\)](#); [Ronen, Hillary](#); [Mandelman, Rafael \(BOS\)](#)
Subject: RE: Do not extend the VTC for another 2 year term at the CPSRA– File No. 230974 – [Sublease Agreement - California State Lands Commission - Candlestick Point State Recreation Area - Vehicle Triage Center - Base Rent of \$312,000]
Date: Friday, September 29, 2023 9:20:03 AM
Attachments: [image001.png](#)

Thank you for your comment letter.

We are adding your comment letter to the legislative file for this resolution matter – File No. 230974 – [Sublease Agreement - California State Lands Commission - Candlestick Point State Recreation Area - Vehicle Triage Center - Base Rent of \$312,000]

John Carroll
Assistant Clerk

Board of Supervisors
San Francisco City Hall, Room 244
San Francisco, CA 94102
(415)554-4445



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-----Original Message-----

From: Susan.Larara@responidl.com <Susan.Larara@responidl.com>
Sent: Friday, September 29, 2023 2:51 AM
To: Walton, Shamann (BOS) <shamann.walton@sfgov.org>; Ronen, Hillary <hillary.ronen@sfgov.org>; Mandelman, Rafael (BOS) <rafael.mandelman@sfgov.org>
Cc: Board of Supervisors (BOS) <board.of.supervisors@sfgov.org>; Peskin, Aaron (BOS) <aaron.peskin@sfgov.org>; Carroll, John (BOS) <john.carroll@sfgov.org>; Breed, Mayor London (MYR) <mayorlondonbreed@sfgov.org>; McSpadden, Shireen (HOM) <shireen.mcspadden@sfgov.org>; Cohen, Emily (HOM) <emily.cohen@sfgov.org>; CSLC.Commissionmeetings@slc.ca.gov; Philip.Ginsburg@sfgov.org; slarara@gmail.com
Subject: Do not extend the VTC for another 2 year term at the CPSRA

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Dear Representatives,

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Regards,

Susan Larara
Residing in 94124

From: [Carroll, John \(BOS\)](#)
To: kent.myers@responidl.com; [Cabrera, Stephanie \(BOS\)](#)
Cc: [Board of Supervisors \(BOS\)](#); [Peskin, Aaron \(BOS\)](#); [Breed, Mayor London \(MYR\)](#); [McSpadden, Shireen \(HOM\)](#); [Cohen, Emily \(HOM\)](#); CSLC.Commissionmeetings@slc.ca.gov; Philip.Ginsburg@sfgov.org; public@papaya.net; [Walton, Shamann \(BOS\)](#); [Ronen, Hillary](#); [Mandelman, Rafael \(BOS\)](#)
Subject: RE: Do not extend the VTC for another 2 year term at the CPSRA– File No. 230974 – [Sublease Agreement - California State Lands Commission - Candlestick Point State Recreation Area - Vehicle Triage Center - Base Rent of \$312,000]
Date: Friday, September 29, 2023 9:20:05 AM
Attachments: [image001.png](#)

Thank you for your comment letter.

We are adding your comment letter to the legislative file for this resolution matter – File No. 230974 – [Sublease Agreement - California State Lands Commission - Candlestick Point State Recreation Area - Vehicle Triage Center - Base Rent of \$312,000]

John Carroll
Assistant Clerk

Board of Supervisors
San Francisco City Hall, Room 244
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(415)554-4445



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-----Original Message-----

From: kent.myers@responidl.com <kent.myers@responidl.com>
Sent: Thursday, September 28, 2023 11:08 PM
To: [Walton, Shamann \(BOS\) <shamann.walton@sfgov.org>](mailto:shamann.walton@sfgov.org); [Ronen, Hillary <hillary.ronen@sfgov.org>](mailto:hillary.ronen@sfgov.org); [Mandelman, Rafael \(BOS\) <rafael.mandelman@sfgov.org>](mailto:rafael.mandelman@sfgov.org)
Cc: [Board of Supervisors \(BOS\) <board.of.supervisors@sfgov.org>](mailto:board.of.supervisors@sfgov.org); [Peskin, Aaron \(BOS\) <aaron.peskin@sfgov.org>](mailto:aaron.peskin@sfgov.org); [Carroll, John \(BOS\) <john.carroll@sfgov.org>](mailto:john.carroll@sfgov.org); [Breed, Mayor London \(MYR\) <mayorlondonbreed@sfgov.org>](mailto:mayorlondonbreed@sfgov.org); [McSpadden, Shireen \(HOM\) <shireen.mcspadden@sfgov.org>](mailto:shireen.mcspadden@sfgov.org); [Cohen, Emily \(HOM\) <emily.cohen@sfgov.org>](mailto:emily.cohen@sfgov.org); CSLC.Commissionmeetings@slc.ca.gov; Philip.Ginsburg@sfgov.org; public@papaya.net
Subject: Do not extend the VTC for another 2 year term at the CPSRA

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untrusted sources.

Dear Representatives,

I am a Bayview resident and I do not support the extension of the Vehicle Triage Center (VTC) at the Candlestick Point State Recreation Area (CPSRA) in Bayview.

In 2021, HSH introduced a plan to reduce vehicular homelessness with safe parking areas, aiming to stabilize lives and connect people to housing.

However, the results have been dismal. Over 18 months (January 2022 - September 2023), of 113 VTC clients, only 15 found permanent housing. As total program costs have not been shared, at initial VTC estimates of \$15.3 million, this means that it has cost taxpayers \$1 million per permanently housed person from this program.

HSH also failed the neighborhood. Promised services like parking enforcement, preventing re-encampments, and tackling illegal dumping have been half-heartedly pursued. Moreover, HSH polluted the community by secretly operating 16 diesel generators for lighting at the site, after initially claiming it was already electrified. HSH is still seeking more diesel power permits with BAAQMD. This would add even more cancer-causing air pollution to the community.

I'm not opposed to providing services to unhoused communities. But what the city does can't be at the expense of the Bayview community, which has long borne historical discrimination and pollution, while having less access to parks and open space. The CPSRA is a vital outdoor recreation area, and should be used for that purpose.

As the city's own budget and legislative analyst writes in the BLA Report 092223, it is "by far the most expensive homeless response intervention". It is time to end the VTC experiment at Candlestick and invest in proper development and infrastructure in the area. That's why I urge the city not to extend the VTC beyond its initial 2-year term, ending in January 2024.

Regards,

kent myers

Residing in 94124

From: [Carroll, John \(BOS\)](#)
To: [Manoj.Ramachandran@responidl.com](#); [Cabrera, Stephanie \(BOS\)](#)
Cc: [Board of Supervisors \(BOS\)](#); [Peskin, Aaron \(BOS\)](#); [Breed, Mayor London \(MYR\)](#); [McSpadden, Shireen \(HOM\)](#); [Cohen, Emily \(HOM\)](#); [CSLC.Commissionmeetings@slc.ca.gov](#); [Philip.Ginsburg@sfgov.org](#); [manoj.r.13@gmail.com](#); [Walton, Shamann \(BOS\)](#); [Ronen, Hillary](#); [Mandelman, Rafael \(BOS\)](#)
Subject: RE: Do not extend the VTC for another 2 year term at the CPSRA– File No. 230974 – [Sublease Agreement - California State Lands Commission - Candlestick Point State Recreation Area - Vehicle Triage Center - Base Rent of \$312,000]
Date: Friday, September 29, 2023 9:20:09 AM
Attachments: [image001.png](#)

Thank you for your comment letter.

We are adding your comment letter to the legislative file for this resolution matter – File No. 230974 – [Sublease Agreement - California State Lands Commission - Candlestick Point State Recreation Area - Vehicle Triage Center - Base Rent of \$312,000]

John Carroll
Assistant Clerk

Board of Supervisors
San Francisco City Hall, Room 244
San Francisco, CA 94102
(415)554-4445



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-----Original Message-----

From: Manoj.Ramachandran@responidl.com <Manoj.Ramachandran@responidl.com>
Sent: Thursday, September 28, 2023 9:45 PM
To: Walton, Shamann (BOS) <shamann.walton@sfgov.org>; Ronen, Hillary <hillary.ronen@sfgov.org>; Mandelman, Rafael (BOS) <rafael.mandelman@sfgov.org>
Cc: Board of Supervisors (BOS) <board.of.supervisors@sfgov.org>; Peskin, Aaron (BOS) <aaron.peskin@sfgov.org>; Carroll, John (BOS) <john.carroll@sfgov.org>; Breed, Mayor London (MYR) <mayorlondonbreed@sfgov.org>; McSpadden, Shireen (HOM) <shireen.mcspadden@sfgov.org>; Cohen, Emily (HOM) <emily.cohen@sfgov.org>; CSLC.Commissionmeetings@slc.ca.gov; Philip.Ginsburg@sfgov.org; manoj.r.13@gmail.com
Subject: Do not extend the VTC for another 2 year term at the CPSRA

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Dear Representatives,

I am a Bayview resident and I do not support the extension of the Vehicle Triage Center (VTC) at the Candlestick Point State Recreation Area (CPSRA) in Bayview.

In 2021, HSH introduced a plan to reduce vehicular homelessness with safe parking areas, aiming to stabilize lives and connect people to housing.

However, the results have been dismal. Over 18 months (January 2022 - September 2023), of 113 VTC clients, only 15 found permanent housing. As total program costs have not been shared, at initial VTC estimates of \$15.3 million, this means that it has cost taxpayers \$1 million per permanently housed person from this program.

HSH also failed the neighborhood. Promised services like parking enforcement, preventing re-encampments, and tackling illegal dumping have been half-heartedly pursued. Moreover, HSH polluted the community by secretly operating 16 diesel generators for lighting at the site, after initially claiming it was already electrified. HSH is still seeking more diesel power permits with BAAQMD. This would add even more cancer-causing air pollution to the community.

I'm not opposed to providing services to unhoused communities. But what the city does can't be at the expense of the Bayview community, which has long borne historical discrimination and pollution, while having less access to parks and open space. The CPSRA is a vital outdoor recreation area, and should be used for that purpose.

As the city's own budget and legislative analyst writes in the BLA Report 092223, it is "by far the most expensive homeless response intervention". It is time to end the VTC experiment at Candlestick and invest in proper development and infrastructure in the area. That's why I urge the city not to extend the VTC beyond its initial 2-year term, ending in January 2024.

Regards,

Manoj Ramachandran
Residing in 94124

From: [Carroll, John \(BOS\)](#)
To: [Connie.Qian@responidl.com](#); [Cabrera, Stephanie \(BOS\)](#)
Cc: [Board of Supervisors \(BOS\)](#); [Peskin, Aaron \(BOS\)](#); [Breed, Mayor London \(MYR\)](#); [McSpadden, Shireen \(HOM\)](#); [Cohen, Emily \(HOM\)](#); [CSLC.Commissionmeetings@slc.ca.gov](#); [Philip.Ginsburg@sfgov.org](#); [connie.qian@gmail.com](#); [Walton, Shamann \(BOS\)](#); [Ronen, Hillary](#); [Mandelman, Rafael \(BOS\)](#)
Subject: RE: Do not extend the VTC for another 2 year term at the CPSRA– File No. 230974 – [Sublease Agreement - California State Lands Commission - Candlestick Point State Recreation Area - Vehicle Triage Center - Base Rent of \$312,000]
Date: Friday, September 29, 2023 9:20:12 AM
Attachments: [image001.png](#)

Thank you for your comment letter.

We are adding your comment letter to the legislative file for this resolution matter – File No. 230974 – [Sublease Agreement - California State Lands Commission - Candlestick Point State Recreation Area - Vehicle Triage Center - Base Rent of \$312,000]

John Carroll
Assistant Clerk

Board of Supervisors
San Francisco City Hall, Room 244
San Francisco, CA 94102
(415)554-4445



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-----Original Message-----

From: Connie.Qian@responidl.com <Connie.Qian@responidl.com>
Sent: Thursday, September 28, 2023 9:29 PM
To: Walton, Shamann (BOS) <shamann.walton@sfgov.org>; Ronen, Hillary <hillary.ronen@sfgov.org>; Mandelman, Rafael (BOS) <rafael.mandelman@sfgov.org>
Cc: Board of Supervisors (BOS) <board.of.supervisors@sfgov.org>; Peskin, Aaron (BOS) <aaron.peskin@sfgov.org>; Carroll, John (BOS) <john.carroll@sfgov.org>; Breed, Mayor London (MYR) <mayorlondonbreed@sfgov.org>; McSpadden, Shireen (HOM) <shireen.mcspadden@sfgov.org>; Cohen, Emily (HOM) <emily.cohen@sfgov.org>; CSLC.Commissionmeetings@slc.ca.gov; Philip.Ginsburg@sfgov.org; connie.qian@gmail.com
Subject: Do not extend the VTC for another 2 year term at the CPSRA

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Dear Representatives,

I'm a Bayview resident, and I have concerns about the proposed extension of the Vehicle Triage Center (VTC) at Candlestick Point State Recreation Area (CPSRA). Bayview has already faced many infrastructure and environmental challenges that cannot be addressed while taking on a disproportionate amount of the city's housing crisis. I moved to Bayview in 2015 because I believed it was "up and coming" and am saddened by this proposed extension.

HSH has not delivered on its promises to our community. They've been inconsistent with parking enforcement and addressing re-encampments and illegal dumping. There is trash everywhere if you drive near the triage center. Also, HSH used 16 diesel generators at the site after saying it was electrified, increasing pollution concerns.

Moreover, these efforts have been ineffective to solve the housing goals they were intended to achieve. In 2021, HSH proposed safe parking zones to address vehicular homelessness. However, from January 2022 to September 2023, out of 113 VTC clients, only 15 found permanent housing. Based on initial estimates, the cost appears to be around \$1 million per permanently housed individual. The city's BLA Report 092223 mentions the high cost of this program. It's clear that this program is more about the city showing activity towards the housing crisis, rather than long-term effects.

I ask the city to think critically about more impactful solutions than extending the VTC after its initial 2-year term ending January 2024.

Regards,

Connie Qian
Residing in 94134

From: [Carroll, John \(BOS\)](#)
To: [Amanpreet.Kaur@responidl.com](#); [Cabrera, Stephanie \(BOS\)](#)
Cc: [Board of Supervisors \(BOS\)](#); [Peskin, Aaron \(BOS\)](#); [Breed, Mayor London \(MYR\)](#); [McSpadden, Shireen \(HOM\)](#); [Cohen, Emily \(HOM\)](#); [CSLC.Commissionmeetings@slc.ca.gov](#); [Philip.Ginsburg@sfgov.org](#); [aman.khosa@gmail.com](#); [Walton, Shamann \(BOS\)](#); [Ronen, Hillary](#); [Mandelman, Rafael \(BOS\)](#)
Subject: RE: Do not extend the VTC for another 2 year term at the CPSRA– File No. 230974 – [Sublease Agreement - California State Lands Commission - Candlestick Point State Recreation Area - Vehicle Triage Center - Base Rent of \$312,000]
Date: Friday, September 29, 2023 9:20:13 AM
Attachments: [image001.png](#)

Thank you for your comment letter.

We are adding your comment letter to the legislative file for this resolution matter – File No. 230974 – [Sublease Agreement - California State Lands Commission - Candlestick Point State Recreation Area - Vehicle Triage Center - Base Rent of \$312,000]

John Carroll
Assistant Clerk

Board of Supervisors
San Francisco City Hall, Room 244
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(415)554-4445



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-----Original Message-----

From: Amanpreet.Kaur@responidl.com <Amanpreet.Kaur@responidl.com>
Sent: Thursday, September 28, 2023 7:14 PM
To: Walton, Shamann (BOS) <shamann.walton@sfgov.org>; Ronen, Hillary <hillary.ronen@sfgov.org>; Mandelman, Rafael (BOS) <rafael.mandelman@sfgov.org>
Cc: Board of Supervisors (BOS) <board.of.supervisors@sfgov.org>; Peskin, Aaron (BOS) <aaron.peskin@sfgov.org>; Carroll, John (BOS) <john.carroll@sfgov.org>; Breed, Mayor London (MYR) <mayorlondonbreed@sfgov.org>; McSpadden, Shireen (HOM) <shireen.mcspadden@sfgov.org>; Cohen, Emily (HOM) <emily.cohen@sfgov.org>; CSLC.Commissionmeetings@slc.ca.gov; Philip.Ginsburg@sfgov.org; aman.khosa@gmail.com
Subject: Do not extend the VTC for another 2 year term at the CPSRA

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Dear Representatives,

I am a Bayview resident and I do not support the extension of the Vehicle Triage Center (VTC) at the Candlestick Point State Recreation Area (CPSRA) in Bayview.

In 2021, HSH introduced a plan to reduce vehicular homelessness with safe parking areas, aiming to stabilize lives and connect people to housing.

However, the results have been dismal. Over 18 months (January 2022 - September 2023), of 113 VTC clients, only 15 found permanent housing. As total program costs have not been shared, at initial VTC estimates of \$15.3 million, this means that it has cost taxpayers \$1 million per permanently housed person from this program.

HSH also failed the neighborhood. Promised services like parking enforcement, preventing re-encampments, and tackling illegal dumping have been half-heartedly pursued. Moreover, HSH polluted the community by secretly operating 16 diesel generators for lighting at the site, after initially claiming it was already electrified. HSH is still seeking more diesel power permits with BAAQMD. This would add even more cancer-causing air pollution to the community.

I'm not opposed to providing services to unhoused communities. But what the city does can't be at the expense of the Bayview community, which has long borne historical discrimination and pollution, while having less access to parks and open space. The CPSRA is a vital outdoor recreation area, and should be used for that purpose.

As the city's own budget and legislative analyst writes in the BLA Report 092223, it is "by far the most expensive homeless response intervention". It is time to end the VTC experiment at Candlestick and invest in proper development and infrastructure in the area. That's why I urge the city not to extend the VTC beyond its initial 2-year term, ending in January 2024.

Regards,

Amanpreet Kaur
Residing in 94124

From: [Carroll, John \(BOS\)](#)
To: Daniel.Goepel@respondl.com; [Cabrera, Stephanie \(BOS\)](#)
Cc: [Board of Supervisors \(BOS\)](#); [Peskin, Aaron \(BOS\)](#); [Breed, Mayor London \(MYR\)](#); [McSpadden, Shireen \(HOM\)](#); [Cohen, Emily \(HOM\)](#); CSLC.Commissionmeetings@slc.ca.gov; Philip.Ginsburg@sfgov.org; danielgoepel@yahoo.com; [Walton, Shamann \(BOS\)](#); [Ronen, Hillary](#); [Mandelman, Rafael \(BOS\)](#)
Subject: RE: Do not extend the VTC for another 2 year term at the CPSRA– File No. 230974 – [Sublease Agreement - California State Lands Commission - Candlestick Point State Recreation Area - Vehicle Triage Center - Base Rent of \$312,000]
Date: Friday, September 29, 2023 9:20:14 AM
Attachments: [image001.png](#)

Thank you for your comment letter.

We are adding your comment letter to the legislative file for this resolution matter – File No. 230974 – [Sublease Agreement - California State Lands Commission - Candlestick Point State Recreation Area - Vehicle Triage Center - Base Rent of \$312,000]

John Carroll
Assistant Clerk

Board of Supervisors
San Francisco City Hall, Room 244
San Francisco, CA 94102
(415)554-4445



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-----Original Message-----

From: Daniel.Goepel@respondl.com <Daniel.Goepel@respondl.com>
Sent: Thursday, September 28, 2023 2:59 PM
To: Walton, Shamann (BOS) <shamann.walton@sfgov.org>; Ronen, Hillary <hillary.ronen@sfgov.org>; Mandelman, Rafael (BOS) <rafael.mandelman@sfgov.org>
Cc: Board of Supervisors (BOS) <board.of.supervisors@sfgov.org>; Peskin, Aaron (BOS) <aaron.peskin@sfgov.org>; Carroll, John (BOS) <john.carroll@sfgov.org>; Breed, Mayor London (MYR) <mayorlondonbreed@sfgov.org>; McSpadden, Shireen (HOM) <shireen.mcspadden@sfgov.org>; Cohen, Emily (HOM) <emily.cohen@sfgov.org>; CSLC.Commissionmeetings@slc.ca.gov; Philip.Ginsburg@sfgov.org; danielgoepel@yahoo.com
Subject: Do not extend the VTC for another 2 year term at the CPSRA

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Dear Representatives,

I am a Bayview resident and I do not support the extension of the failed Vehicle Triage Center (VTC) at the Candlestick Point State Recreation Area (CPSRA) in Bayview.

In 2021, HSH introduced a plan to reduce vehicular homelessness with safe parking areas, aiming to stabilize lives and connect people to housing.

However, the results have been dismal. Over 18 months (January 2022 - September 2023), of 113 VTC clients, only 15 found permanent housing. As total program costs have not been shared, at initial VTC estimates of \$15.3 million, this means that it has cost taxpayers \$1 million per permanently housed person from this program.

HSH also failed the neighborhood. Promised services like parking enforcement, preventing re-encampments, and tackling illegal dumping have been half-heartedly pursued. Moreover, HSH polluted the community by secretly operating 16 diesel generators for lighting at the site, after initially claiming it was already electrified. HSH is still seeking more diesel power permits with BAAQMD. This would add even more cancer-causing air pollution to the community.

I'm not opposed to providing services to unhoused communities. But what the city does can't be at the expense of the Bayview community, which has long borne historical discrimination and pollution, while having less access to parks and open space. The CPSRA is a vital outdoor recreation area, and should be used for that purpose.

As the city's own budget and legislative analyst writes in the BLA Report 092223, it is "by far the most expensive homeless response intervention". It is time to end the VTC experiment at Candlestick and invest in proper development and infrastructure in the area. That's why I urge the city not to extend the VTC beyond its initial 2-year term, ending in January 2024.

Regards,

Daniel Goepel

815 Meade Ave, 94124

From: [Carroll, John \(BOS\)](#)
To: [Rebecca.Graff@responidl.com](#); [Cabrera, Stephanie \(BOS\)](#)
Cc: [Board of Supervisors \(BOS\)](#); [Peskin, Aaron \(BOS\)](#); [Breed, Mayor London \(MYR\)](#); [McSpadden, Shireen \(HOM\)](#); [Cohen, Emily \(HOM\)](#); [CSLC.Commissionmeetings@slc.ca.gov](#); [Philip.Ginsburg@sfgov.org](#); [becky.graff@gmail.com](#); [Walton, Shamann \(BOS\)](#); [Ronen, Hillary](#); [Mandelman, Rafael \(BOS\)](#)
Subject: RE: Do not extend the VTC for another 2 year term at the CPSRA– File No. 230974 – [Sublease Agreement - California State Lands Commission - Candlestick Point State Recreation Area - Vehicle Triage Center - Base Rent of \$312,000]
Date: Friday, September 29, 2023 9:20:16 AM
Attachments: [image001.png](#)

Thank you for your comment letter.

We are adding your comment letter to the legislative file for this resolution matter – File No. 230974 – [Sublease Agreement - California State Lands Commission - Candlestick Point State Recreation Area - Vehicle Triage Center - Base Rent of \$312,000]

John Carroll
Assistant Clerk

Board of Supervisors
San Francisco City Hall, Room 244
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-----Original Message-----

From: Rebecca.Graff@responidl.com <Rebecca.Graff@responidl.com>
Sent: Thursday, September 28, 2023 12:06 PM
To: Walton, Shamann (BOS) <shamann.walton@sfgov.org>; Ronen, Hillary <hillary.ronen@sfgov.org>; Mandelman, Rafael (BOS) <rafael.mandelman@sfgov.org>
Cc: Board of Supervisors (BOS) <board.of.supervisors@sfgov.org>; Peskin, Aaron (BOS) <aaron.peskin@sfgov.org>; Carroll, John (BOS) <john.carroll@sfgov.org>; Breed, Mayor London (MYR) <mayorlondonbreed@sfgov.org>; McSpadden, Shireen (HOM) <shireen.mcspadden@sfgov.org>; Cohen, Emily (HOM) <emily.cohen@sfgov.org>; CSLC.Commissionmeetings@slc.ca.gov; Philip.Ginsburg@sfgov.org; becky.graff@gmail.com
Subject: Do not extend the VTC for another 2 year term at the CPSRA

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Dear Representatives,

I am a Bayview resident and I do not support the extension of the Vehicle Triage Center (VTC) at the Candlestick Point State Recreation Area (CPSRA) in Bayview.

In 2021, HSH introduced a plan to reduce vehicular homelessness with safe parking areas, aiming to stabilize lives and connect people to housing.

However, the results have been dismal. Over 18 months (January 2022 - September 2023), of 113 VTC clients, only 15 found permanent housing. As total program costs have not been shared, at initial VTC estimates of \$15.3 million, this means that it has cost taxpayers \$1 million per permanently housed person from this program.

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I'm not opposed to providing services to unhoused communities. But what the city does can't be at the expense of the Bayview community, which has long borne historical discrimination and pollution, while having less access to parks and open space. The CPSRA is a vital outdoor recreation area, and should be used for that purpose.

As the city's own budget and legislative analyst writes in the BLA Report 092223, it is "by far the most expensive homeless response intervention". It is time to end the VTC experiment at Candlestick and invest in proper development and infrastructure in the area. That's why I urge the city not to extend the VTC beyond its initial 2-year term, ending in January 2024.

Regards,

Rebecca Graff
Residing in 94124

From: [Carroll, John \(BOS\)](#)
To: Sean.Karlin@responidl.com; [Cabrera, Stephanie \(BOS\)](#)
Cc: [Board of Supervisors \(BOS\)](#); [Peskin, Aaron \(BOS\)](#); [Breed, Mayor London \(MYR\)](#); [McSpadden, Shireen \(HOM\)](#); [Cohen, Emily \(HOM\)](#); CSLC.Commissionmeetings@slc.ca.gov; Philip.Ginsburg@sfgov.org; sean.karlin@gmail.com; [Walton, Shamann \(BOS\)](#); [Ronen, Hillary](#); [Mandelman, Rafael \(BOS\)](#)
Subject: RE: Do not extend the VTC for another 2 year term at the CPSRA– File No. 230974 – [Sublease Agreement - California State Lands Commission - Candlestick Point State Recreation Area - Vehicle Triage Center - Base Rent of \$312,000]
Date: Friday, September 29, 2023 9:20:19 AM
Attachments: [image001.png](#)

Thank you for your comment letter.

We are adding your comment letter to the legislative file for this resolution matter – File No. 230974 – [Sublease Agreement - California State Lands Commission - Candlestick Point State Recreation Area - Vehicle Triage Center - Base Rent of \$312,000]

John Carroll
Assistant Clerk

Board of Supervisors
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San Francisco, CA 94102
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-----Original Message-----

From: Sean.Karlin@responidl.com <Sean.Karlin@responidl.com>
Sent: Thursday, September 28, 2023 10:36 AM
To: Walton, Shamann (BOS) <shamann.walton@sfgov.org>; Ronen, Hillary <hillary.ronen@sfgov.org>; Mandelman, Rafael (BOS) <rafael.mandelman@sfgov.org>
Cc: Board of Supervisors (BOS) <board.of.supervisors@sfgov.org>; Peskin, Aaron (BOS) <aaron.peskin@sfgov.org>; Carroll, John (BOS) <john.carroll@sfgov.org>; Breed, Mayor London (MYR) <mayorlondonbreed@sfgov.org>; McSpadden, Shireen (HOM) <shireen.mcspadden@sfgov.org>; Cohen, Emily (HOM) <emily.cohen@sfgov.org>; CSLC.Commissionmeetings@slc.ca.gov; Philip.Ginsburg@sfgov.org; sean.karlin@gmail.com
Subject: Do not extend the VTC for another 2 year term at the CPSRA

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untrusted sources.

Dear Representatives,

I am a Bayview resident and I do not support the extension of the Vehicle Triage Center (VTC) at the Candlestick Point State Recreation Area (CPSRA) in Bayview.

In 2021, HSH introduced a plan to reduce vehicular homelessness with safe parking areas, aiming to stabilize lives and connect people to housing.

However, the results have been dismal. Over 18 months (January 2022 - September 2023), of 113 VTC clients, only 15 found permanent housing. As total program costs have not been shared, at initial VTC estimates of \$15.3 million, this means that it has cost taxpayers \$1 million per permanently housed person from this program.

HSH also failed the neighborhood. Promised services like parking enforcement, preventing re-encampments, and tackling illegal dumping have been half-heartedly pursued. Moreover, HSH polluted the community by secretly operating 16 diesel generators for lighting at the site, after initially claiming it was already electrified. HSH is still seeking more diesel power permits with BAAQMD. This would add even more cancer-causing air pollution to the community.

I'm not opposed to providing services to unhoused communities. But what the city does can't be at the expense of the Bayview community, which has long borne historical discrimination and pollution, while having less access to parks and open space. The CPSRA is a vital outdoor recreation area, and should be used for that purpose.

As the city's own budget and legislative analyst writes in the BLA Report 092223, it is "by far the most expensive homeless response intervention". It is time to end the VTC experiment at Candlestick and invest in proper development and infrastructure in the area. That's why I urge the city not to extend the VTC beyond its initial 2-year term, ending in January 2024.

Regards,

Sean Karlin
Residing in 94124

From: [Carroll, John \(BOS\)](#)
To: Madeline.Trait@respondl.com; [Cabrera, Stephanie \(BOS\)](#)
Cc: [Board of Supervisors \(BOS\)](#); [Peskin, Aaron \(BOS\)](#); [Breed, Mayor London \(MYR\)](#); [McSpadden, Shireen \(HOM\)](#); [Cohen, Emily \(HOM\)](#); CSLC.Commissionmeetings@slc.ca.gov; Philip.Ginsburg@sfgov.org; madtrait@gmail.com; [Walton, Shamann \(BOS\)](#); [Ronen, Hillary](#); [Mandelman, Rafael \(BOS\)](#)
Subject: RE: Do not extend the VTC for another 2 year term at the CPSRA– File No. 230974 – [Sublease Agreement - California State Lands Commission - Candlestick Point State Recreation Area - Vehicle Triage Center - Base Rent of \$312,000]
Date: Friday, September 29, 2023 9:20:21 AM
Attachments: [image001.png](#)

Thank you for your comment letter.

We are adding your comment letter to the legislative file for this resolution matter – File No. 230974 – [Sublease Agreement - California State Lands Commission - Candlestick Point State Recreation Area - Vehicle Triage Center - Base Rent of \$312,000]

John Carroll
Assistant Clerk

Board of Supervisors
San Francisco City Hall, Room 244
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-----Original Message-----

From: Madeline.Trait@respondl.com <Madeline.Trait@respondl.com>
Sent: Thursday, September 28, 2023 10:23 AM
To: Walton, Shamann (BOS) <shamann.walton@sfgov.org>; Ronen, Hillary <hillary.ronen@sfgov.org>; Mandelman, Rafael (BOS) <rafael.mandelman@sfgov.org>
Cc: Board of Supervisors (BOS) <board.of.supervisors@sfgov.org>; Peskin, Aaron (BOS) <aaron.peskin@sfgov.org>; Carroll, John (BOS) <john.carroll@sfgov.org>; Breed, Mayor London (MYR) <mayorlondonbreed@sfgov.org>; McSpadden, Shireen (HOM) <shireen.mcspadden@sfgov.org>; Cohen, Emily (HOM) <emily.cohen@sfgov.org>; CSLC.Commissionmeetings@slc.ca.gov; Philip.Ginsburg@sfgov.org; madtrait@gmail.com
Subject: Do not extend the VTC for another 2 year term at the CPSRA

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Regards,

Madeline Trait
Residing in 94124

From: [Carroll, John \(BOS\)](#)
To: lwilliams@lexlawgroup.com; [Cabrera, Stephanie \(BOS\)](#)
Cc: [Walton, Shamann \(BOS\)](#); [Ronen, Hillary](#); [Mandelman, Rafael \(BOS\)](#)
Subject: FW: HSH Committee -- 9/29/2023 -- Public Comment on Item No. 230974
Date: Friday, September 29, 2023 9:20:04 AM
Attachments: [image001.png](#)
[CHCA CEQA Exemption Appeal \(09-28-2023\)\(fx reduced\).pdf](#)
[image002.png](#)

Thank you for your comment letter.

We are adding your comment letter to the legislative file for this resolution matter – File No. 230974 – [Sublease Agreement - California State Lands Commission - Candlestick Point State Recreation Area - Vehicle Triage Center - Base Rent of \$312,000]

John Carroll
Assistant Clerk

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From: Lucas Williams <lwilliams@lexlawgroup.com>
Sent: Thursday, September 28, 2023 5:48 PM
To: Carroll, John (BOS) <john.carroll@sfgov.org>
Cc: Jacob Janzen <jjanzen@lexlawgroup.com>
Subject: HSH Committee -- 9/29/2023 -- Public Comment on Item No. 230974

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Candlestick Heights Community Alliance provides the following comments on Resolution No. 230974:

The resolution should not be approved because, among other things, it violates CEQA.

Please see attached appeal of Planning's CEQA determination, which was filed earlier today by CHCA.

Lucas Williams

Partner

503 Divisadero Street

San Francisco, CA 94117-2212

(415) 913-7800 (office)

(707) 849-5198 (cell)

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503 DIVISADERO STREET, SAN FRANCISCO, CALIFORNIA 94117-2212
TELEPHONE (415) 913-7800 FACSIMILE (415) 759-4112

September 28, 2023

Via E-Mail

Angela Calvillo
Clerk of the Board
Board.of.Supervisors@sfgov.org

Lisa Gibson
Director of Environmental Planning
Environmental Review Officer
lisa.gibson@sfgov.org

Re: Appeal of CEQA Exemption Determination—Bayview Vehicle Triage Center

Dear Ms. Angela Calvillo and Ms. Lisa Gibson:

Candlestick Heights Community Alliance (the Alliance) appeals the Planning Department's (Planning) CEQA exemption determination for the Bayview Vehicle Triage Center (the Center) dated September 6, 2023. *See* Exhibit 1. Planning's determination—that a nearly \$20 million dollar project located on State-owned public trust land, that will use large diesel generators as its primary source of power, is exempt from CEQA review—is wrong as a matter of law. The City must conduct a thorough review of the Center's significant impacts on the environment and the community.

The Alliance is an all-volunteer unincorporated association whose racially-diverse members live near—many within a mile—of the Center. The Alliance is committed to making the Candlestick Heights and Bayview Hill neighborhoods within Bayview safe, clean, and well-maintained places to live. To advance this goal, the Alliance advocates for fair and inclusive land use planning and protections from industrial and other polluting uses for Bayview communities. The Alliance and its members are directly, adversely, and irreparably affected by the City's failure to study the Center's significant environmental impacts. For example, the Alliance has been, and continues to be, directly impacted by the City's failure to evaluate the Center's energy needs, which have resulted in the City using diesel generators to provide lighting to the Center for over a year.

This appeal is made under Section 31.16(a)(3) of the San Francisco Administrative Code. A determination that a project is statutorily exempt from CEQA is appealable to the Board of Supervisors. *See* S.F. Admin. Code §§ 31.16(a)(3) (authorizing appeals from CEQA exemption determinations) & 31.08(a) (defining "exemption determinations" to include statutory exemption

determinations). The Alliance respectfully requests that the Clerk of the Board schedule a hearing before the full Board of Supervisors as soon as possible.

BACKGROUND

The City unlawfully approved the Center without complying with CEQA in late 2021 and it has been operating the Center since January 2022. To date, the Center has been a dismal failure. The City's proposal to extend the Center for two more years violates CEQA yet again.

The Center is located within the Candlestick Point State Recreational Area, abutting the waterfront along San Francisco Bay. The State Park was established in 1977 "through the efforts of San Francisco residents organizing for environmental justice in their community."¹ Despite being underfunded since its founding, the State Park provides a place where Bayview residents, including members of the Alliance, can enjoy the outdoors and the views of the Bay and participate in recreational activities such as cycling, fishing, running, dog walking, parasailing, windsurfing, and birdwatching.²

"The walking trails, open lawns, and fishing piers at this 252-acre park offer a chance to get away from it all, answering the human need for fresh air, open space and wholesome leisure activities."³ As signage at the State Park states, it is intended to be a "Place for Peace of Mind," where visitors can get "Fresh Air for Wellness." In addition to serving visitors and recreational uses, the State Park and its wetlands provide habitat for wildlife. It is "[a] rare open space resource in San Francisco's southeastern corner," which "provides habitat for birds, small mammals, and other wildlife."⁴ "The park's position along the Pacific flyway makes it a valuable stopover for migrating birds."⁵

¹ California Department of Parks and Recreation, Candlestick Point State Recreation Area, Park Info, https://www.parks.ca.gov/?page_id=519 (emphasis added.)

² See Park Brochure, at 2; see also Candlestick Point State Recreational Area brochure, <https://www.parks.ca.gov/pages/519/files/CandlestickPt.pdf> ["Park Brochure"], at 2 (the park's "location on the western shoreline of the bay—surrounded by millions of urban dwellers—provides a great variety of recreational opportunities, from fishing to windsurfing to strolling").

³ Park Brochure, at 2.

⁴ Candlestick Point State Recreational Area, Final General Plan and Program Environmental Impact Report (Jan. 2013), p. S-1, https://www.parks.ca.gov/pages/21299/files/CPSRA_GP_EIR201301.pdf.

⁵ *Id.* Despite the historical pollution and other factors contributing to the degraded environment, the habitats provide important resources to wildlife:

The habitat located in Yosemite Slough, however, is fragmented, degraded, and relatively small due to the adjacent and surrounding industrial and urban development. Nevertheless, this coastal salt marsh provides foraging habitat for waterfowl, shorebirds, and wading birds, particularly at low tide when areas of mudflats are exposed and tidal pools are accessible. According to an LSA Associates biologist who conducted wildlife surveys in 2003 and 2004, Yosemite Slough is not an important waterfowl area but can support large numbers of shorebirds, especially when outgoing tides expose foraging areas on the mudflats. However, they also noted that relative to other high-

The Center is on public trust land within State Lands Commission jurisdiction and is leased to the California Department of Parks and Recreation.⁶ To accommodate the Center, the State Lands Commission authorized the Department of Homelessness and Supportive Housing to sublet over seven acres (or 312,000 square feet) of the State Park. The sublease, effective January 11, 2022, expires January 12, 2024.

To our best knowledge, no State Recreational Area or other type of state park in the City (or California for that matter) has ever been used for a government-created safe parking and supportive housing for unhoused persons project. The Center at the Candlestick Point State Park is the first and only.

In the City's rush to construct the Center without proper planning or environmental review, it failed to ensure that the Center could address the problem it was intended to solve: vehicle encampment in the Bayview neighborhood and transitioning unhoused people living in vehicles to permanent housing. Although the City will have spent at least \$15.3 million for the first two years of the Center's operation, the Center has space for only 35 vehicles (a cost to date of more than \$437,000 per vehicle). This limited number of spaces for vehicles is a result of the City's failure to consider fire safety and other significant impacts when approving the project. See S.F. B.O.S. Budget and Legislative Report Re September 29, 2023 Homelessness & Behavioral Health Select Committee Meeting (dated September 25, 2023) (hereinafter, BLA Report), at p. 3. These are impacts that would have been disclosed had the City complied with CEQA when the Center was first approved. Moreover, over the first 18 months of the Center's operation, only 15 of the Center's 113 clients found permanent housing.

Meanwhile, the Center has had significant impacts on the environment. The Center has been operating unpermitted diesel generators to power its lighting for over a year. Exhibit 2 at Responses to Interrogatories Nos. 6 & 7. The generators' toxic diesel emissions exceed the Bay Area Air Quality Management Control District's toxics thresholds and are harmful to the Center's residents and the surrounding community. This is particularly egregious given that Bayview has among the highest diesel pollution burdens in California. Exhibit 3.

The Air District's Director of Engineering, upon first learning of the City's intent to use diesel generators at the Center, correctly recognized the folly in the City's plan (or lack thereof), stating: **"energize the RV village w/ deadly diesel PM. What is SF doing?"** Exhibit 4. The Director of Engineering was not exaggerating: California Air Resources Board recognizes that diesel generators' "engines emit a complex mixture of pollutants, including very small carbon

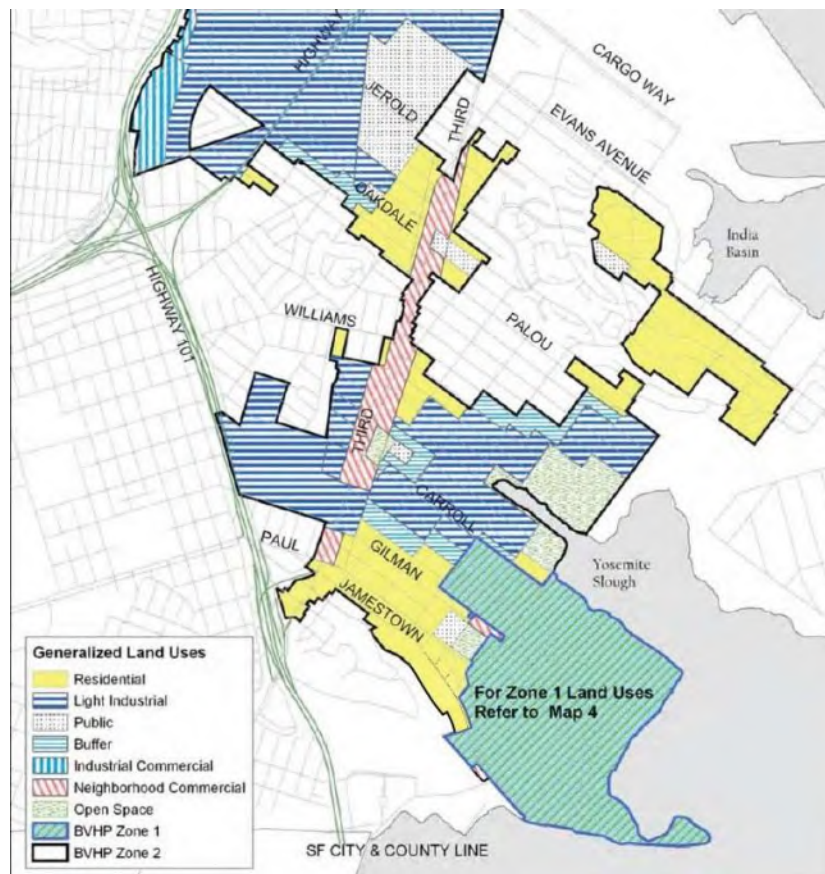
quality salt marsh habitat in the area, shorebird numbers here are typically low except when migratory pulses of shorebirds are present in the region (GGAS 2004).

Candlestick Point State Recreational Area, Final General Plan and Program Environmental Impact Report (Jan. 2013) [State Park General Plan and EIR], 2-26,
https://www.parks.ca.gov/pages/21299/files/CPSRA_GP_EIR201301.pdf.

⁶ Staff Report 30, at 2. For a map of the State Park, see Figure 1-2 in the State Park General Plan and EIR, at 53,
https://www.parks.ca.gov/pages/21299/files/CPSRA_GP_EIR201301.pdf.

particles, or ‘soot’ coated with numerous organic compounds, known as diesel particulate matter (PM).⁷ More than 40 cancer-causing substances are also emitted.⁸

Diesel particulate matter emissions from the Center are a particular concern because the Center’s residents are onsite, living adjacent to the generators, and residential housing is close to the Center. Residential areas, indicated in yellow in the map below, are within or close to 1,000 feet of the Center, both on Carroll Street near Yosemite Slough and along Gilman and Jamestown Avenues. Bret Harte Elementary School and the Gilman Playground, where children learn and play, are within 5,000 feet of the Center,⁹ while the Alice Griffith public housing complex is even closer to the Center.¹⁰



⁷ California Air Resources Board, Summary: Diesel Particulate Matter Health Impacts, <https://ww2.arb.ca.gov/resources/summary-diesel-particulate-matter-health-impacts>.

⁸ *Id.*

⁹ See Map 5 from the Bayview Hunters Point Redevelopment Plan (July 16, 2018), available at <https://sfocii.org/sites/default/files/inline-files/BVHP%20Redevelopment%20Plan%20-%20202018.pdf>. The Plan map above is excerpted.

¹⁰ Figure 1-2 in the State Park General Plan and EIR, at 53, https://www.parks.ca.gov/pages/21299/files/CPSRA_GP_EIR201301.pdf.

The Center has also harmed the community's recreational uses of the State Park. Children from the neighborhood, including from the Alice Griffith public housing, are less able to enjoy one of the few areas in the neighborhood where they can play.

Making matters even worse, the Center is located directly on top of soil that is known to be contaminated with toxic chemicals. *See* Exhibit 5. Yet the City plans to conduct, and may have already started, excavation activities,¹¹ that release buried contaminants into the air.

Despite claiming in 2021 that the site had access to grid power, the Center has been without grid power for the last 18 months—and may not receive power for the entirety of the proposed two-year extension of the lease. *See* BLA Report at 1. This means that either: (1) the City will resort to using large diesel fired generators that expose residents and the community to further toxic and carcinogenic pollution; or (2) the Center will not expand to more than 35 vehicles and will waste even more public money that could have been spent meaningfully addressing the homelessness crisis. In either case, the City must conduct CEQA review to analyze the Center's significant environmental impacts before it causes even more harm to the public.

DISCUSSION

I. A Major Vehicle Triage Center Located on State Public Trust Lands Is Not Exempt from CEQA

The Center is not exempt from CEQA under Assembly Bill 101 (Government Code sections 65660 to 65668) under either the plain language of statute or the zoning of the project site. CEQA is designed to force the government to consider the environmental effects of its activities in a meaningful way, to mitigate those effects where feasible, and to give the public access to the decision-making process. *Laurel Heights Improvement Association n. v. Regents of University of California* (1988) 47 Cal. 3d 376, 391-92 (1988). CEQA applies to all “discretionary projects proposed to be carried out or approved by public agencies.” Pub. Res. Code § 21080(a). Unless the project falls within a CEQA exemption, the agency must “conduct an initial study to determine if the project may have a significant effect on the environment.” CEQA Guidelines § 15063(a). Here, AB 101 does not apply to projects on public trust land. This is because land owned by the State in trust for the public is not zoned for “multi-family uses.” Thus, Planning's exemption determination is patently wrong.

The AB 101 exemption is available only for “low barrier navigation centers” in “areas zoned for mixed use and nonresidential zones permitting multifamily uses.” Gov't Code § 65662. “The Planning and Zoning Law requires that supportive housing be a use by right, as defined, in zones where multifamily and mixed uses are permitted, including nonresidential zones permitting multifamily uses, if the proposed housing development meets specified requirements.” 2019 Cal. Legis. Serv. Ch. 159 (A.B. 101).

¹¹ The City plans to repair water mains and sewer lines below the Center. Draft Resolution, <https://sfgov.legistar.com/View.ashx?M=F&ID=12298001&GUID=309C299F-F6D2-4894-8B41-465B2D8372AC>.

Here, the project site is not in a “mixed use” zone or in a “nonresidential zone permitting multifamily uses.” Rather, the land on which the Center is located is a State Park owned by the State—no portion of the site is on City land. This land is public trust land under state law. Neither the City nor its Planning Code governs the Center site. The City’s zoning laws are only valid “within its limits.” *See City of Claremont v. Kruse* (2009) 177 Cal. App. 4th 1153, 1168. AB 101 does not apply to public trust land because it is not an area zoned for mixed use and nonresidential zones permitting multifamily uses.

Even if the project site were governed by the City’s Planning Code, the parcel is zoned for “open space.” It is not zoned for mixed or multifamily uses. The State Park area encompassing the Center site (Candlestick and Hunters Point Naval Shipyard areas) is in a Special Use District, “entitled the Candlestick Point Activity Node Special Use District.”¹² This area is “designated on Sectional Map Nos. SU09 and SU10 of the [Zoning Map](#) of the City and County of San Francisco.”¹³

¹² S.F. Planning Code §§ 235, 249.50. Section 235 provides:

In addition to the use districts that are established by Section [201](#) of this Code, there shall also be in the City such special use districts as are established in this Section and Sections [236](#) through 249.99, and [823](#) in order to carry out further the purposes of this Code. The designations, locations and boundaries of these special use districts shall be as provided in Sections [236](#) through 249.99, and [823](#) and as shown on the [Zoning Map](#) referred to in Section [105](#) of this Code, subject to the provisions of Section [105](#). In any special use district the provisions of the applicable use district established by Section [201](#) shall prevail, except as specifically provided in Sections [236](#) through 249.99 and [823](#).

Section 249.50(c) provides:

All provisions of the Planning Code that would otherwise apply in the Candlestick Point Activity Node Special Use District are superseded by the Bayview Hunters Point Redevelopment Plan, as amended on August 3, 2010, and the Candlestick Point Design for Development document dated June 3, 2010 except as provided therein. Amendments to land use and development controls under the Bayview Hunters Point Redevelopment Plan or to the Candlestick Point Design for Development document dated June 3, 2010 shall be as provided in each of those respective documents.

¹³ *Id.* § 249.50.

The Center site is on Sectional Map No. SU09, which is shown below:

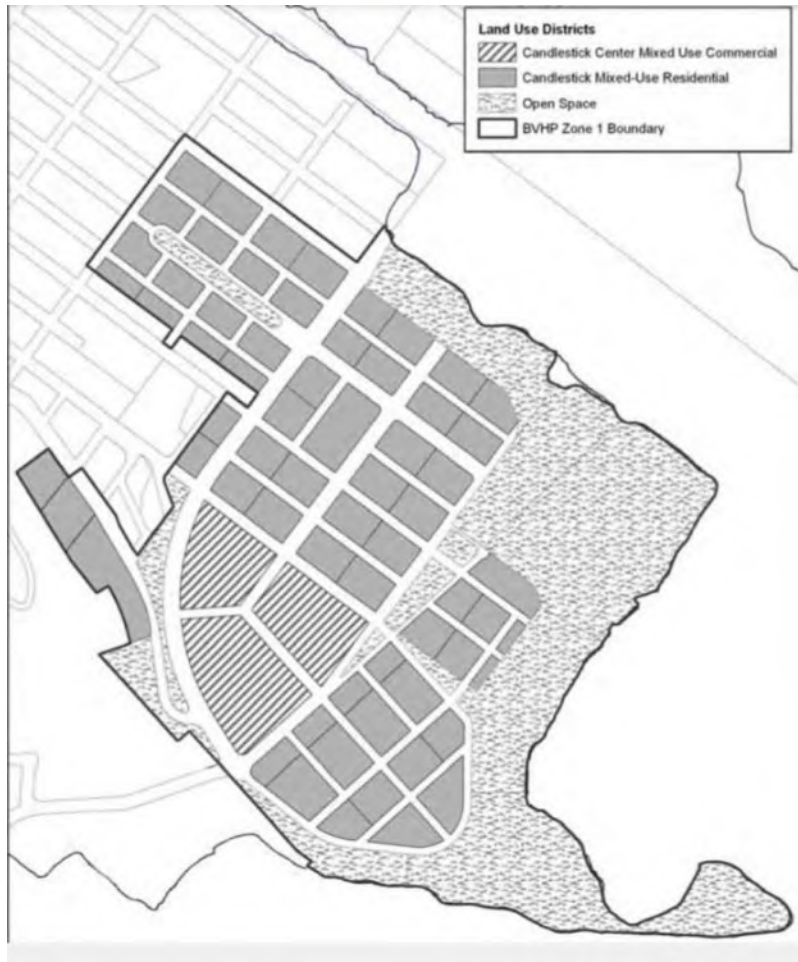


(For context, see map from the City's project application below.)



¹⁴ The Center site is indicated as being in Block number 4886, which matches the Block number identified in the City's project application. City's Project Application, at 1 (identifying the Center site by Block number (2886) and Lot number (009), 4886009).

Planning Code section 235 provides that the plans governing this area are: “the Bayview Hunters Point Redevelopment Plan, as amended on August 3, 2010, and the Candlestick Point Design for Development document dated June 3, 2010.”¹⁵ The Center site is classified as “open space” in the Bayview Hunters Point Redevelopment Plan:¹⁶



Open space is open space—not a mixed use or multifamily use zone, which are separately designated in the Plan. Indeed, Maps 4 and 5 of the Redevelopment Plan show “mixed use” (both residential and commercial), “public,” and “open space” zones as separate zones.

¹⁵ S.F. Planning Code §§ 235, 249.50(c).

¹⁶ The maps are excerpted from the 2018 Bayview Hunters Point Redevelopment Plan. It is unclear whether this or the 2010 plan governs under S.F. Planning Code section 249.50. But the map has not changed since 2010 with respect to the project site. See June 22, 2017 amendment (S.F. Board of Supervisors Ordinance 121-17); and July 16, 2018 amendment (S.F. Board of Supervisors Ordinance 0167-18). Neither amendment affects the project site.

Open space uses do not include a major vehicle triage center, especially one proposing to use diesel generators as primary power.¹⁷

4.2.9 Open Space

The open space areas consist of land owned by the Agency, City or the State to be developed into regional and local-serving public parks including appropriate recreational facilities and equipment and park maintenance areas. Park lands that are subject to the Public Trust will be managed as state or regional parks consistent with the Public Trust. No other uses beyond those described below are permitted in open space areas.

The following Uses are Principal Uses in this Land Use District:

Parks and Recreation Uses:

- Active Recreation Facilities
- Public Art
- Open Space
- Bicycle Storage
- Public Restrooms
- Maintenance Facilities
- Recreational Equipment Rental

Civic, Arts & Entertainment Uses:

- Recreational Facility
- Transit Shelters

In areas not subject to the Public Trust, the full range of Uses allowed in Parks, open air marketplaces, and similar active recreational Uses shall be allowed in addition to the Permitted Uses listed above.

The following Uses are permitted in this Land Use District if the criteria for Secondary Uses set forth in Section 4.2.6 are met:

- Performance Arts
- Restaurants

Open space zones have distinct purposes and are reserved for “regional and local-serving public parks,” and “appropriate recreational facilities and equipment and park maintenance areas” for those parks.¹⁸ Open space zones’ allowed land uses are narrow: “[n]o other uses beyond those [specified in the Redevelopment Plan] are permitted in open space areas.”¹⁹

Despite the City’s conclusion reflected in the Planning Department’s memorandum dated September 6, 2023 (from Senior Environmental Planner, Don Lewis) that the project site is zoned “Public,” such “underlying zoning” is irrelevant here: Because the Center site is in a Special Use District, section 235, which provides that the Bayview Hunters Point Redevelopment Plan governs the land use, has supremacy over the “underlying zoning districts” (such as “P”) otherwise established under S.F. Planning Code section 201.²⁰

¹⁷ See section 4.2.9 (allowed uses for open space), at 36 of the Bayview Hunters Point Redevelopment Plan.

¹⁸ *Id.*

¹⁹ *Id.*

²⁰ *Id.* § 235 & Interpretation.

Thus, the Center is not exempt from CEQA under AB 101.

II. The Center Is Not a “Low Barrier Navigation Center” Under AB 101.

The Center is not exempt from CEQA under AB 101 because it does not meet the requirements of a “low barrier navigation center.”

The Public Works memorandum (Exhibit 1) does not provide any factual basis for its conclusion that the Center meets the definition of a low barrier navigation center. For example, Public Works fails to show that the Center satisfies Government Code section 65662(d), which requires that the Center have “a system for entering information regarding client stays, client demographics, client income, and exit destination through the local Homeless Management Information System as defined by Section 578.3 of Title 24 of the Code of Federal Regulations.”

In addition, the Center cannot qualify as a low barrier navigation center because the Center does not accept “referrals directly from street outreach, drop-in centers, and other parts of crisis response systems frequented by vulnerable people experiencing homelessness,” a requirement of Welfare & Institutions Code section 8255(b)(3), made a requirement by Government Code section 65662(c). Rather, the Center accepts clients only by invitation. Because a referral does not result in an acceptance, the Parking Center is not a “low barrier” center. Public Works’ bare conclusions do not show that AB 101 applies.

In sum, the City’s exemption determination is unlawful because the Center does not meet with AB 101’s requirements. The City must conduct CEQA review before the Center’s lease extension can be approved.

Yours very truly,



Lucas Williams
Lexington Law Group

Attorneys for CANDLESTICK HEIGHTS
COMMUNITY ALLIANCE

Courtesy Copies (By Email):

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SF Planning Department

don.lewis@sfgov.org

Exhibit 1



MEMO

TO: Ronald Alameida, San Francisco Public Works

FROM: Don Lewis, Senior Environmental Planner

DATE: September 6, 2023

PROJECT: Bayview Vehicle Triage Center

SUBJECT: Planning Department / Environmental Review Officer Concurrence
California Environmental Quality Act (CEQA) Exemption per AB 101

This memorandum is in response to a memorandum from San Francisco Public Works dated August 30, 2023 requesting Planning Department confirmation that no environmental review is required for the proposed Bayview Vehicle Triage Center at Candlestick Point State Recreation Area at 500 Hunters Point Expressway. The memo will confirm that the proposed Bayview Vehicle Triage Center is not subject to the California Environmental Quality Act (CEQA) pursuant to California law set forth in Assembly Bill 101, California Government Code Sections 65660 – 65668 (AB 101).

AB 101 provides that a low barrier navigation center that meets certain criteria and is located in a mixed-use zoning district or a non-residential zone that permits multifamily uses is a use by right and is not subject to CEQA (Government Code Section 65660(b)). A “use by right” is defined in Government Code Section 65583.2(i) to mean that the local government’s review of the use may not require a conditional use permit, planned unit development permit, or other discretionary local government review or approval that would constitute a “project” for purposes of CEQA.

The zoning designation for this site is Public (P). This zoning district could be classified as a “non-residential zone” because most of the allowed uses are non-residential. Further, the P zoning can be classified as permitting “multifamily uses” because homeless shelters serve multifamily populations. A homeless shelter that is owned, operated, or leased by the City and County of San Francisco is a principally permitted use in the P District on a permanent basis pursuant to Planning Code Section 211.1(b). Therefore, the Bayview Triage Center would be considered a principally permitted use in the P zoning district.

The memorandum dated August 30, 2023 from Public Works explained how the proposed Vehicle Triage Center complies with the criteria set forth in AB 101. While this proposed Vehicle Triage Center is a little different from other navigation centers currently operating in the City, the proposal meets the definition of a low barrier navigation center set forth in Government Code Section 65660(a) and meets the criteria set forth in Government Code Section 65662. Accordingly, the Bayview Vehicle Triage Center is not subject to CEQA.



Ronald Alameida, Deputy Director & City Architect | Building Design & Construction

ronald.alameida@sfdpw.org | T. 628.271.3075 | 49 South Van Ness Ave. Suite 1600, San Francisco, CA 94103

TO: Don Lewis
Senior Planner
Environmental Planning Division
San Francisco Planning Department

DATE: August 30, 2023

PROJECT: Bayview Vehicle Triage Center

SUBJECT: California Environmental Quality Act (CEQA) Exemption per AB 101

This Memorandum serves as the official request to the San Francisco Planning Department to confirm that no CEQA review is required for the Vehicle Triage Center proposed at Candlestick Point State Recreation Area under the terms of AB 101, which was signed by Governor Newsom in August 2019.

Description of Bayview Vehicular Triage Center

San Francisco Public Works is delivering the project on behalf of our client, the San Francisco Department of Homelessness and Supportive Housing (HSH). The Vehicle Triage Center will be a safe site for people experiencing homelessness and living in their vehicles to sleep in their cars and access services. The site will be established on an existing, unused parking lot at Candlestick Point State Recreation Area at 500 Hunters Point Expressway, which is under the jurisdiction of the State Lands Commission and California Department of Parks and Recreation. Subject to negotiation of the lease between the City, California State Parks, and the State Lands Commission. It operates with a limited number of vehicles and site improvements and will open to full capacity and with all site improvements in early/mid 2024.

The parking lot is approximately 290,000 SF and is connected to Hunters Point Expressway by a 25'-wide, approximately 500'-long driveway. The site will accommodate parking for a maximum of 150 occupied client vehicles with an anticipated total capacity of 225 clients (based on an estimate of 1.5 people per vehicle). The site will provide restrooms, showers, and laundry trailers as well as staff trailers for site supervisors, case managers, clinical supervisors, and security and janitorial staff. Additional parking will be provided for staff, visitors, and secondary client vehicles. The site will provide electrical service to each occupied vehicle, enough to charge cell phones and turn on small appliances. Utility upgrades will be done to support the electrical, water and wastewater needs of the site. The area will also have site lighting and security camera coverage. Other amenities such as picnic tables, shade umbrellas, and a pet area will provide spaces for people to gather and foster community.

- The site will be managed and operated by two service providers: One for general site operations and security and another for clinical support. The site operations service provider will be responsible for the day-to-day operations of the site and program. The clinical support provider will provide case management and connect clients to social services, programs, and housing placements. Proposed service will include 24/7 staffing coverage and supportive services as agreed with HSH and meet all applicable life and safety requirements, including security and janitorial support.
- Additionally, visiting program staff will include:
 - Department of Public Health Shelter Health nurses.
 - Human Services Agency Benefits staff
 - Coordinated Entry contracted staff

Initial placements will be assessed and made via HSH's Outreach programs in cooperation with other City and community partners. The program will serve unsheltered and street-based persons experiencing homelessness.

Project meets the Criteria for a Low Barrier Navigation Center under AB 101

Government code Section 65660(a) defines a "low barrier navigation center" as a Housing First, low-barrier, service enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing. "Low barrier" means best practices to reduce barriers to entry, and may include, but is not limited to:

- 1) The presence of partners if it is not a population-specific site, such as for survivors of domestic violence or sexual assault, women, or youth
- 2) Pets
- 3) Storage of possessions; or
- 4) Privacy, such as partitions around beds in a dormitory setting or in larger rooms containing more than two beds or private rooms.

The Bayview Vehicle Triage Center will provide:

- 1) A safe place for people to park their RVs/Passenger Vehicles and sleep
- 2) Electrical power to each vehicle, enough to charge phones and small appliances
- 3) A pet policy that allows clients to bring their pets

For these reasons, the proposed Vehicle Triage Center is considered a "low barrier navigation center" as contemplated by Government Code 65660(a).

Further, the proposed site meets the following criteria, required by Government Code Section 65662:

- a) It offers services to connect people to permanent housing through a services plan.
- b) It will provide connections and referrals to additional resources within the Homelessness Response System, including referrals or onsite Coordinated Entry Assessments that connects

eligible people to permanent housing, housing assistance or other resources to support permanent exits from homelessness. The Coordinated Entry System is a centralized assessment system developed pursuant to section 576.400(d) or Section 578.7(a)(8), as applicable, of Title 24 of the Code of Federal Regulations, as those sections read on January 1, 2020 and any related requirements, designed to coordinate program participant intake, assessment and referrals.

- c) It complies with Welfare and Institutions Code Section 8255, which includes the following core components:
- 1) Tenant screening and selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services.
 - 2) Applicants are not rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of "housing readiness."
 - 3) Acceptance of referrals directly from street outreach, drop-in centers, and other parts of crisis response systems frequented by vulnerable people experiencing homelessness.
 - 4) Supportive services that emphasize engagement and problem solving over therapeutic goals and service plans that are highly tenant-driven without predetermined goals.
 - 8) In communities with coordinated assessment and entry systems, incentives for funding promote tenant selection plans for supportive housing that prioritize eligible tenants based on criteria other than "first-come-first-serve," including, but not limited to, the duration or chronicity of homelessness, vulnerability to early mortality, or high utilization of crisis services. Prioritization may include triage tools, developed through local data, to identify high-cost, high-need homeless residents.
 - 9) Case managers and service coordinators who are trained in and actively employ evidence-based practices for client engagement, including, but not limited to, motivational interviewing and client-centered counseling.
 - 10) Services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants' lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the tenant so chooses.
 - 11) The project may include special physical features that accommodate disabilities, reduce harm, and promote health and community and independence among tenants.

Regarding terminology, Government Code Section 65662 (c) and Welfare and Institutions Code Section 8255 refers to residents of low barrier navigation centers as "tenants." HSH prefers to use the word "client" instead, as people staying in HSH-owned and operated navigation centers neither sign a lease nor provide payment for services and shelter.

For the above reasons, we are seeking your concurrence that the Bayview Vehicle Triage Center is not subject to CEQA or any of the City's discretionary review procedures or requirements.

cc: Devyani Jain, Deputy Director of Environmental Planning, SF Planning
 Joy Navarrete, Principal Environmental Planner, SF Planning
 Joanne Park, Senior Real Estate Analyst, SF HSH

Exhibit 2

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Attorneys for Defendant
CITY AND COUNTY OF SAN FRANCISCO

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

CANDLESTICK HEIGHTS COMMUNITY
ALLIANCE, an unincorporated association,

Plaintiff,

vs.

CITY AND COUNTY OF SAN
FRANCISCO, a municipal corporation,

Defendant.

Case No. 3:23-cv-00082-SK

**DEFENDANT'S RESPONSE TO PLAINTIFF'S
SECOND SET OF INTERROGATORIES**

Trial Date: May 7, 2024

PROPOUNDING PARTY: Plaintiff Candlestick Heights Community Alliance

RESPONDING PARTY: Defendant City and County of San Francisco

SET NUMBER: Two (2)

Pursuant to Rule 33 of the Federal Rules of Civil Procedure, Defendant CITY AND COUNTY OF SAN FRANCISCO ("Defendant" or the "City") responds and objects to Plaintiff's Second Set of Interrogatories as follows:

1 **PRELIMINARY STATEMENT**

2 The City has not yet completed its investigation of the facts or legal issues relating to this case
3 or completed its preparation for trial. Accordingly, the City's responses are based only upon such
4 information of which it is currently aware and which is reasonably available to the City as of the date
5 of these responses. The City's responses are true and correct to the best of the City's knowledge,
6 information, and belief at this time, and they are subject to correction for any inadvertent errors or
7 omissions, if such errors or omissions are found. The following responses and objections are thus
8 given without prejudice to the City's right to rely on subsequently discovered information and
9 evidence. The City reserves the right to make use of, or to introduce at any hearing and at trial,
10 subsequently discovered facts, or facts that are already known but whose relevance, significance or
11 applicability has not yet been ascertained, including, without limitation, any information or documents
12 responsive to the following interrogatories discovered subsequent to the date of these responses and
13 any other information or documents obtained in discovery or by further investigation of this matter.

14 **GENERAL OBJECTIONS**

15 1. The City objects to each interrogatory to the extent that it may be construed as calling
16 for information that is subject to any claims of privilege, including, without limitation, the attorney-
17 client privilege, attorney work product doctrine, official information privilege, and deliberative
18 process privilege. The City will construe each request as excluding from its scope any such
19 information, and its responses, as set forth below, should not be construed as an express or implied
20 waiver of any applicable privilege.

21 2. The City objects to each interrogatory to the extent it seeks information that violates
22 third parties' rights to privacy under the Constitutions and laws of the United States and the State of
23 California. *See, e.g.*, U.S. 4th Amend.; Cal. Const. art. 1, § 1.

24 3. The City objects to each interrogatory to the extent that it seeks information that is not
25 relevant to any claim or the subject matter of the present action and not reasonably calculated to lead
26 to the discovery of admissible evidence.

27 4. The City reserves all objections to the competency, relevancy, materiality, privilege,
28 and/or admissibility as evidence of the following responses, and any document or thing identified in

any responses to the following interrogatories at any subsequent proceeding in, or trial of, this and any other matter for any purpose whatsoever.

5. The City objects to each interrogatory and each instruction and definition to the extent it purports to impose obligations in excess of those imposed by the Federal Rules of Civil Procedure or other applicable law. To the extent the City accepts any definition contained in these requests, it does so only for the purpose of providing a response thereto; the City does not admit the accuracy of any such definition.

6. The City reserves the right to seek to recover all costs and fees associated with its response to these interrogatories based on Plaintiff's lack of a good faith basis to maintain the action since the Bay Area Air Quality Management District ("Air District" or "BAAQMD") provided Plaintiff with its determination that the permit at issue was not required.

7. The City objects to each interrogatory to the extent that it misleadingly fails to reflect that the "generators" at issue in this case are portable light towers powered by small 5.1 horsepower engines.

8. The City's investigation, discovery, and preparation for trial in this case is ongoing, and this response is based only on information presently available to the City. The City therefore reserves the right to rely on and make use of any information the City should discover after the date of this response.

Subject to and without waiving the above Preliminary Statement and General Objections, the City responds to each interrogatory as follows:

RESPONSES AND OBJECTIONS TO INTERROGATORIES

INTERROGATORY NO. 6:

Identify all GENERATORS by manufacturer, fuel-type, and horsepower located within the Vehicle Triage Center in Candlestick Point State Recreation Area during the time period beginning January 1, 2022 through July 19, 2023. For the purposes of these interrogatories, "GENERATORS" means any engine that burns fuel to produce electricity. The term "GENERATORS" is not limited to "portable light tower[s] powered by a diesel generator" or "portable diesel-powered light towers." See Defendant's Responses to Interrogatories Nos. 1 and 3. For the purposes of these interrogatories, the

1 Vehicle Triage Center in Candlestick Point State Recreation Area is referred to as the “VTC.”

2 **RESPONSE TO INTERROGATORY NO. 6:**

3 The City incorporates the foregoing Preliminary Statement and General Objections as though
4 fully set forth herein. The City objects that Plaintiff’s definition of “GENERATORS” as “any engine
5 that burns fuel to produce electricity” is vague and overbroad and, as drafted, the interrogatory
6 precludes the City from providing a complete and accurate response because it exceeds the reasonable
7 scope of the City’s knowledge, information, and belief. The City will interpret “GENERATORS” to
8 mean the following: the 16 diesel-engine light towers that are the subject of this action, the two prime
9 generators for which the City has applied for permits from BAAQMD, and four personal generators
10 belonging to VTC guests that are subject to rules enforced by the State Fire Marshal and placed in
11 locked storage at the VTC. The City objects that this interrogatory is unduly burdensome and not
12 proportional to the needs of the case because it is duplicative of Plaintiff’s First Set of Interrogatories,
13 including Interrogatory No. 3, in response to which the City has already provided Plaintiff with
14 detailed cut sheets that identify the manufacturer, fuel-type, and horsepower of the 16 diesel-engine
15 light towers. The interrogatory is also duplicative of information in the City’s permit application to
16 BAAQMD and BAAQMD evaluations already in Plaintiff’s possession, which provide the requested
17 information for the two prime generators. The City objects that this interrogatory is unduly
18 burdensome and not proportional to the needs of the case because, insofar as it is not duplicative, it is
19 irrelevant to any claim in Plaintiff’s Complaint, seeks information about “generators” that were not
20 operated at the VTC and did not result in an emissions violation under the Clean Air Act, and demands
21 information that exceeds any reasonable expectation of business records maintained for the VTC. The
22 City further objects to the extent that this interrogatory seeks information protected by the attorney-
23 client privilege, work product doctrine, and the constitutional right to privacy. The City objects to the
24 extent that this interrogatory seeks information that is not relevant to any claim or defense in the
25 present action and is not reasonably calculated to lead to the discovery of admissible evidence.

26 Subject to and without waiving these objections, and consistent with the above interpretation of
27 the interrogatory, the City responds: (i) for each of the 16 diesel-engine light towers: Allmand, ultra-
28 low sulfur diesel fuel, 5.1 horsepower; *see also* CCSF 000002–CCSF 000005 produced as Exhibit B to

1 the City's response to Plaintiff's First Set of Interrogatories; (ii) for the two prime generators: a) John
2 Deere engine, ultra-low sulfur diesel fuel, 215 horsepower, and b) Isuzu engine, ultra-low sulfur diesel
3 fuel, 170.8 horsepower; *see also* CCSF 000024–CCSF 000031 produced as Exhibit A to these
4 responses; (iii) for the four personal generators belonging to VTC guests that are in locked storage at
5 the VTC, the City cannot testify to the accuracy of any technical specifications, and based solely on
6 non-expert visual inspection, the City responds that these appear to be four small generators ranging
7 from 1200 watt to 5000 watts, requiring gasoline fuel, and bearing the following manufacturer names:
8 PowerStar Plus, Honda, Predator, and RYOBI.

9 **INTERROGATORY NO. 7:**

10 Identify all sources of electricity used to provide power for ACTIVITIES at the VTC between
11 January 1, 2022 to July 19, 2023. For the purposes of this interrogatory, "ACTIVITIES" includes but
12 is not limited to lighting, wireless internet services, shower and bathroom services, and security and
13 support services.

14 **RESPONSE TO INTERROGATORY NO. 7:**

15 The City incorporates the foregoing Preliminary Statement and General Objections as though
16 fully set forth herein. The City objects that this interrogatory is unduly burdensome and not
17 proportional to the needs of the case in that the requested information is entirely irrelevant to any
18 claim or defense in the present action. Plaintiff purports to bring a citizen suit under the Clean Air
19 Act, which requires Plaintiff to serve the City and regulatory bodies with a 60-day notice prior to
20 commencing suit identifying the specific emissions standard or limitation under the Act at issue and
21 the activity alleged to be in violation. Plaintiff's 60-day notice for this action pertains to the operation
22 of 16 diesel-engine light towers at the VTC about which the City has already furnished Plaintiff with
23 detailed technical and operational information. The City objects that "all sources of electricity" used
24 to provide power for activities broadly defined is vague and overbroad and, as drafted, the
25 interrogatory precludes the City from providing a complete and accurate response because it exceeds
26 the reasonable scope of the City's knowledge, information, and belief. The City will interpret "all
27 sources of electricity used to provide power for ACTIVITIES at the VTC" to mean the sources of
28 electricity for lighting at the VTC and the electrical service existing at the VTC used to power an

1 installed guard shack and office trailer and possibly wireless internet services, a phone charging
2 station, and other operational services at the site. The City objects that this interrogatory is unduly
3 burdensome and not proportional to the needs of the case because it is duplicative of Plaintiff's First
4 Set of Interrogatories, including Interrogatory No. 3, in response to which the City has already
5 provided Plaintiff with detailed cut sheets that identify the manufacturer, fuel-type, and horsepower of
6 the 16 diesel-engine light towers; it is also duplicative of Interrogatory No. 6 above. The City objects
7 that this interrogatory is unduly burdensome and not proportional to the needs of the case because,
8 insofar as it is not duplicative, it is irrelevant to any claim in the present action, seeks information for a
9 time period that extends beyond the filing of Plaintiff's Complaint, and demands information that
10 exceeds any reasonable expectation of business records maintained for the VTC. The City further
11 objects to the extent that this interrogatory seeks information protected by the attorney-client privilege,
12 work product doctrine, and the constitutional right to privacy. The City objects to the extent that this
13 interrogatory seeks information that is not relevant to any claim or defense in the present action and is
14 not reasonably calculated to lead to the discovery of admissible evidence.

15 Subject to and without waiving these objections, and consistent with the above interpretation of
16 the interrogatory, the City responds: from mid to late January 2022 until approximately December 22,
17 2022, lighting at the VTC was powered by the 16 diesel-engine light towers (specifications at CCSF
18 000002–CCSF 000005); thereafter, until approximately February 28, 2023, it was powered by seven
19 of the 16 diesel-engine light towers and eight permanent solar light fixtures (specifications at CCSF
20 000091–CCSF 000131 produced as Exhibit B to these responses); until approximately March 22,
21 2023, it was powered by one of the 16 diesel-engine light towers and 16 of the permanent solar light
22 fixtures; thereafter through the present, the lighting was powered by one of the 16 diesel-engine light
23 towers and 17 of the permanent solar light fixtures. From approximately mid to late January 2022 to
24 the present, electrical service of 240V, single phase, 200amp existing at the site of the VTC has been
25 used to power a guard shack and office trailer and possibly wireless internet services, a phone charging
26 station, and other operational services at the site.

27 **INTERROGATORY NO. 8:**

28 Describe in detail the reason or reasons why diesel fueled GENERATORS were used at the

1 VTC instead of renewable energy sources of electricity including but not limited to solar powered
2 lighting.

3 **RESPONSE TO INTERROGATORY NO. 8:**

4 The City incorporates the foregoing Preliminary Statement and General Objections as though
5 fully set forth herein. The City objects that this interrogatory is unduly burdensome and not
6 proportional to the needs of the case in that the requested information is entirely irrelevant to any
7 claim or defense in the present action. Plaintiff purports to bring a citizen suit under the Clean Air
8 Act, which requires Plaintiff to serve the City and regulatory bodies with a 60-day notice prior to
9 commencing suit identifying the specific emissions standard or limitation under the Act at issue and
10 the activity alleged to be in violation. Plaintiff's 60-day notice for this action pertains to the operation
11 of 16 diesel-engine light towers at the VTC about which the City has already furnished Plaintiff with
12 detailed technical and operational information. The City objects that Plaintiff's definition of
13 "GENERATORS" as "any engine that burns fuel to produce electricity" is vague and overbroad and,
14 as drafted, the interrogatory precludes the City from providing a complete and accurate response
15 because it exceeds the reasonable scope of the City's knowledge, information, and belief. The City
16 will interpret "diesel fueled GENERATORS . . . used at the VTC" to mean the Allmand diesel-engine
17 light towers more specifically described at CCSF 000002–CCSF 000005, which are the subject of this
18 action, as the City is unaware of other diesel fueled generators used at the VTC. The City objects that
19 this interrogatory is unduly burdensome and not proportional to the needs of the case in that it
20 demands information that exceeds the burdens and expectations of records reasonably maintained in
21 the ordinary course of business, fails to specify the city departments from which it seeks information,
22 and is unlimited in time. The City further objects to the extent that this interrogatory seeks
23 information protected by the attorney-client privilege, work product doctrine, and the constitutional
24 right to privacy. The City objects to the extent that this interrogatory seeks information that is not
25 relevant to any claim or defense in the present action and is not reasonably calculated to lead to the
26 discovery of admissible evidence.

27 Subject to and without waiving these objections, and consistent with the above interpretation of
28 the interrogatory, the City responds: the City's phased build-out of the VTC included plans to install

1 permanent solar light fixtures at the site, a process that required several months of lead time, including
2 time to fabricate the fixtures. On or about February 28, 2022, the City placed an order for the
3 permanent light poles and solar panels and completed the first part of the phased installation on or
4 about December 22, 2022. Until the lights were completely installed, the City required the use of
5 temporary light towers to ensure sufficient nighttime lighting for the safety and security of VTC guests
6 and staff. Faced with the limited availability of alternative light sources and budget constraints, the
7 City procured Tier 4 Final diesel-engine lights operated on ultra-low sulfur diesel fuel to satisfy the
8 need for temporary security lighting at the VTC until permanent solar light fixtures were installed.

9
10 Dated: August 18, 2023

11 DAVID CHIU
12 City Attorney
13 ROBB W. KAPLA
14 KATHY J. SHIN
15 Deputy City Attorneys

16
17 By:  _____

18 KATHY J. SHIN

19 Attorneys for Defendant
20 CITY AND COUNTY OF SAN FRANCISCO
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I am the Shelter Programs Supervisor for the San Francisco Department of Homelessness and Supportive Housing and I am authorized to make this verification on behalf of Defendant City and County of San Francisco. I have read DEFENDANT'S RESPONSE TO PLAINTIFF'S SECOND SET OF INTERROGATORIES and know its contents. These responses are true to the best of my knowledge, information, and belief, recognizing that no individual City employee has personal knowledge of all matters stated in these responses, and some such matters are not within my personal knowledge. These responses were further prepared with the assistance of counsel for the City based on information and documents discovered to date in responding to discovery in this action. The responses are thus subject to correction for any inadvertent errors or omissions, if such errors or omissions are found.

Executed this 18th day of August 2023, at San Francisco, California.


LOUIS BRACCO

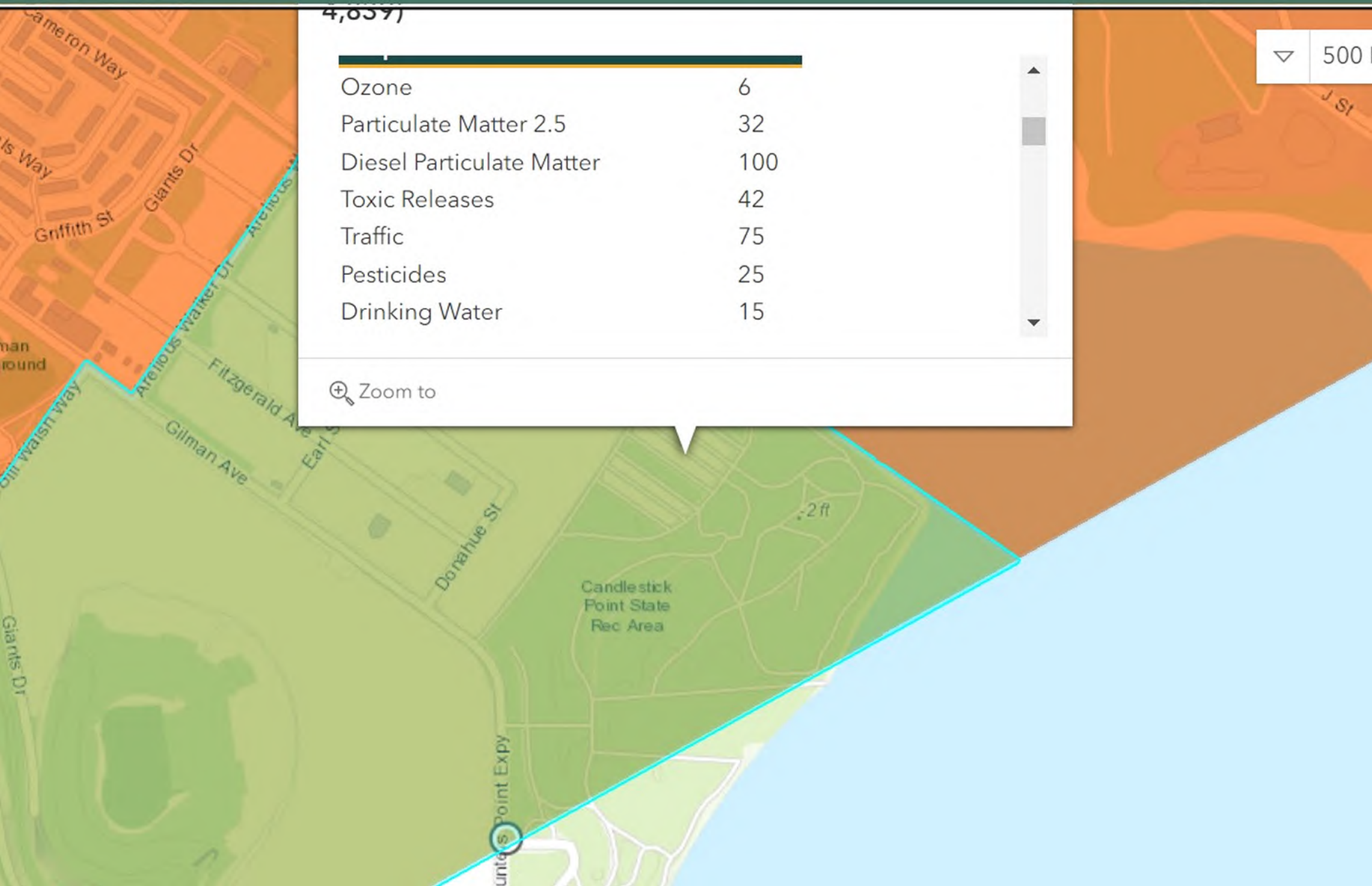
Exhibit 3

4.0

from OEHHA

SB 535 Disadvantaged Communities Map

CalEnviroScreen Website



4,639)

Ozone	6
Particulate Matter 2.5	32
Diesel Particulate Matter	100
Toxic Releases	42
Traffic	75
Pesticides	25
Drinking Water	15

Zoom to

Exhibit 4

DPP

From: Pamela Leong <PLeong@baaqmd.gov>
Sent: Thursday, June 23, 2022 2:44 PM
To: Damian Breen <dbreen@baaqmd.gov>
Subject: FW: Candlestick Point - Generator Permit Inquiry

Damian,
First put the unhoued next to Recology stockpiles, now energize the RV village w/ deadly diesel PM. What is SF doing?

They want a meeting w/ Engineering to permit these. I thought you told Greg it was premature. Not sure what's going on.

Pam

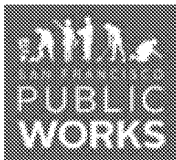
From: Macaraeg, Marc (DPW) <marc.macaraeg@sfdpw.org>
Sent: Thursday, June 23, 2022 2:24 PM
To: Barry Young <BYoung@baaqmd.gov>
Cc: Lee, Jessica (DPW) <jessica.m.lee@sfdpw.org>; John Marvin <JMarvin@baaqmd.gov>; Park, Joanne (HOM) <joanne.park@sfgov.org>; Oates, Dennis (DPW) <Dennis.Oates@sfdpw.org>; Pamela Leong <PLeong@baaqmd.gov>
Subject: RE: Candlestick Point - Generator Permit Inquiry

Some people who received this message don't often get email from marc.macaraeg@sfdpw.org. [Learn why this is important](#)

I'll take the 9-10am time slot. We would like to understand the process from start to finish, I'd like to take a look at all the paperwork involved, and the timeline. It may just be me and Jessica Lee joining the call, but will keep the invitation open to Joanne with HSH (client department) and Dennis if they'd like to attend.

Are you able to send out an invitation?

Thanks,
-Marc



Marc Macaraeg, PE
Construction Manager
San Francisco Public Works | City and County of San Francisco
49 South Van Ness Ave - Suite # 1000 | San Francisco, CA 94103
cell (415) 819-1773

From: Barry Young <BYoung@baaqmd.gov>
Sent: Thursday, June 23, 2022 1:16 PM
To: Macaraeg, Marc (DPW) <marc.macaraeg@sfdpw.org>
Cc: Lee, Jessica (DPW) <jessica.m.lee@sfdpw.org>; John Marvin <JMarvin@baaqmd.gov>; Park, Joanne (HOM) <joanne.park@sfgov.org>; Oates, Dennis (DPW) <Dennis.Oates@sfdpw.org>; Pamela Leong <PLeong@baaqmd.gov>
Subject: RE: Candlestick Point - Generator Permit Inquiry

Exhibit 5

San Francisco Property Information Map - Map Viewer

Search by address, parcel or planning application, or click on the map



Map Layers

PROPERTY

- ☐ Parcels (Block/Lots)
- ☐ Parcel History
- ☐ Blocks
- ☐ Addresses
- ☐ Planning Districts
- ☐ Neighborhoods
- ☐ Current Planning Teams
- ☐ City Properties
- ☐ Schools (K-12)
- ☐ Port Facilities
- ☐ Supervisor Districts 2022-2032
- ☐ Supervisor Districts 2012-2022
- ☐ Census Tracts (2020)
- ☐ Transportation Analysis Zones
- ☐ Year Built
- ☐ Zip Codes

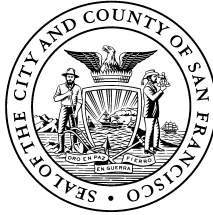
PRESERVATION

- ☐ Historic Evaluations
- ☐ Article 10 Designated Landmarks, Historic Districts, and Work Program Properties
- ☐ Article 11 Preservation Designation
- ☐ National Register Historic Districts
- ☐ National Register Individuals
- ☐ California Register Historic Districts
- ☐ Historic Resource Evaluation Responses
- ☐ Historic Resource Assessments
- ☐ Historic Resource Reviews
- ☐ Active SF Survey Areas
- ☐ Past Surveys
- ☐ Historic Context Statements
- ☐ Mills Act
- ☐ Legacy Business Registry
- ☐ Property Photos

PLANNING APPLICATIONS

- ☐ All Planning Applications
- ☐ Active Planning Applications
- ☐ Conditional Use Authorizations
- ☐ Discretionary Review - Mandatory
- ☐ Discretionary Review - Public Initiated
- ☐ Discretionary Review - Public Initiated - Last 2 Years
- ☐ Environmental Review Applications - Active
- ☐ Environmental Review Applications
- ☐ Preliminary Project Assessments

City & County of San Francisco
London N. Breed, Mayor



Office of the City Administrator
Carmen Chu, City Administrator
Andrico Q. Penick, Director of Real Estate

September 7, 2023

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

RE: Sublease Agreement – Candlestick Point State Recreation Area – Vehicle Triage Center

Dear Honorable Board Members:

Attached for your consideration is a Resolution authorizing and approving the Director of Property, on behalf of the Department of Homelessness and Supportive Housing (“HSH”), to negotiate and enter into a sublease agreement for a portion (312,000 square feet) of Candlestick Point State Recreation Area (“CPSRA”) for continued use as a Vehicle Triage Center with the California Department of Parks and Recreation (“State Parks”) as Sublandlord for HSH.

In 2021, the City identified an underutilized parking lot within CPSRA owned by the State Lands Commission, Block 4886, Lot 09, and leased to State Parks, to operate a Vehicle Triage Center. The Bayview Vehicle Triage Center was opened in January 2022 and has provided critical resources to people residing in recreational and passenger vehicles within CPSRA and District 10, providing a safe place for people to stay in their vehicles while accessing services and connecting to resources within the Homelessness Response System to support a permanent exit out of homelessness.

The Real Estate Division on behalf of HSH, and in consultation with the Office of the City Attorney, has negotiated a new Sublease that is similar to the existing sublease for this Property, a copy of which is included in this file, with the addition of payment of \$312,000 per year instead of “in-kind” improvements which HSH previously completed under the original term.

Along with the recommendation of RED’s Director, HSH recommends approval of the proposed resolution authorizing the sublease. If you have questions regarding the Program and use of the property, please contact Dylan Schneider of HSH at 628-652-7742 or Dylan.schneider@sfgov.org; if you have questions regarding the sublease, please contact me at 415-554-9850 or Andrico.penick@sfgov.org.

Respectfully,

Andrico Q. Penick
Director of Property



MEMO

TO: Ronald Alameida, San Francisco Public Works

FROM: Don Lewis, Senior Environmental Planner

DATE: September 6, 2023

PROJECT: Bayview Vehicle Triage Center

SUBJECT: Planning Department / Environmental Review Officer Concurrence
California Environmental Quality Act (CEQA) Exemption per AB 101

This memorandum is in response to a memorandum from San Francisco Public Works dated August 30, 2023 requesting Planning Department confirmation that no environmental review is required for the proposed Bayview Vehicle Triage Center at Candlestick Point State Recreation Area at 500 Hunters Point Expressway. The memo will confirm that the proposed Bayview Vehicle Triage Center is not subject to the California Environmental Quality Act (CEQA) pursuant to California law set forth in Assembly Bill 101, California Government Code Sections 65660 – 65668 (AB 101).

AB 101 provides that a low barrier navigation center that meets certain criteria and is located in a mixed-use zoning district or a non-residential zone that permits multifamily uses is a use by right and is not subject to CEQA (Government Code Section 65660(b)). A “use by right” is defined in Government Code Section 65583.2(i) to mean that the local government’s review of the use may not require a conditional use permit, planned unit development permit, or other discretionary local government review or approval that would constitute a “project” for purposes of CEQA.


The zoning designation for this site is Public (P). This zoning district could be classified as a “non-residential zone” because most of the allowed uses are non-residential. Further, the P zoning can be classified as permitting “multifamily uses” because homeless shelters serve multifamily populations. A homeless shelter that is owned, operated, or leased by the City and County of San Francisco is a principally permitted use in the P District on a permanent basis pursuant to Planning Code Section 211.1(b). Therefore, the Bayview Triage Center would be considered a principally permitted use in the P zoning district.

The memorandum dated August 30, 2023 from Public Works explained how the proposed Vehicle Triage Center complies with the criteria set forth in AB 101. While this proposed Vehicle Triage Center is a little different from other navigation centers currently operating in the City, the proposal meets the definition of a low barrier navigation center set forth in Government Code Section 65660(a) and meets the criteria set forth in Government Code Section 65662. Accordingly, the Bayview Vehicle Triage Center is not subject to CEQA.



GENERAL PLAN REFERRAL

September 6, 2023

Case No.: 2023-008134GPR
Location: Candlestick Point State Recreation Area
Block/Lot No.: within 4886/009
Project Sponsor: California State Lands Commission
Applicant: Joanne Park
City and County of San Francisco Department of Homelessness and Supportive Housing
joanne.park@sfgov.org
440 Turk Street
San Francisco, CA 94102
Staff Contact: Amnon Ben-Pazi – (628) 652-7428
Amnon.Ben-Pazi@sfgov.org
Recommended By: 
Joshua Switzky, Acting Director of Citywide Policy for
Rich Hillis, Director of Planning

Recommendation: Finding the project, on balance, is **in conformity** with the General Plan

Project Description

The Project is the City and County of San Francisco's sublease of a portion of the Candlestick Point State Park Recreation Area that is owned by the State Lands Commission and leased by the State of California Department of Parks and Recreation. The City and County is proposing use of California State Parks Land to continue to operate the Vehicle Triage Center ("VTC") and provide people living in their vehicles with a safe space to park vehicles and access services, including toilets, showers, food, and basic wrap-around services.

HSH will continue to have a Community Based Organization ("CBO") manage the site, with 24X7 staff, including service practitioners familiar with issues regarding vehicle residency who can refer guests to services if needed, along with janitorial service, and security. The City provides food delivery and hygiene services. The City is in the process of repairing SFPUC water and sewer lines for shower and toilet trailers, upgrading the existing electrical infrastructure, and installing solar lighting poles. The City has developed guidelines, procedures and

policies for the site operations. These procedures include sign-in and sign-out procedures, vehicle standards with recommendations from the State Fire Department, length of stay and duration of absence policies. All guests sign participation agreements that outline these guidelines before being admitted into the site.

Environmental Review

On September 6, 2023, the planning department determined that the Bayview Vehicle Triage Center meets the definition of a low barrier navigation center set forth in Government Code Section 65660(a) and meets the criteria set forth in Government Code Section 65662. Accordingly, the Bayview Vehicle Triage Center is not subject to CEQA.

General Plan Compliance and Basis for Recommendation

As described below, the proposed Project is consistent with the Eight Priority Policies of Planning Code Section 101.1 and is, on balance, in conformity with the Objectives and Policies of the General Plan.

Note: General Plan Objectives are shown in **BOLD UPPER CASE** font; Policies and Actions are in **Bold** font; staff comments are in *italic* font.

HOUSING ELEMENT

OBJECTIVE 1.C

ELIMINATE HOMELESSNESS.

Policy 8

Expand permanently supportive housing and services for individuals and families experiencing homelessness as a primary part of a comprehensive strategy to eliminate homelessness.

Action 3.3.1

Expand the capacity of temporary shelter models that are low barrier and that incorporate housing-focused case management, such as non-congregate shelter options and Navigation Centers. Per HSH's forthcoming strategic plan, aim to increase temporary shelter investments, along with Permanent Supportive Housing and homelessness prevention investments to improve the rate of successful exits from homelessness to stable housing.

Action 3.3.6

Offer safe places to park for unhoused people living in their vehicles and access to financial assistance to help address their barriers to housing.

The Project would enable the continued operation of the VTC, an existing facility which provides unhoused people living in their vehicles with a safe place to park and access to services including toilets, showers, food, and basic wrap-around services. The VTC is a low-barrier, non-congregate shelter offering supportive services.

Planning Code Section 101 Findings

Planning Code Section 101.1 establishes Eight Priority Policies and requires review of discretionary approvals and permits for consistency with said policies. The Project is found to be consistent with the Eight Priority Policies as set forth in Planning Code Section 101.1 for the following reasons:

1. That existing neighborhood-serving retail uses be preserved and enhanced and future opportunities for resident employment in and ownership of such businesses enhanced;

The Project would not impact existing and future neighborhood-serving retail uses.

2. That existing housing and neighborhood character be conserved and protected in order to preserve the cultural and economic diversity of our neighborhoods;

The Project would not impact existing housing. The Project would enable the continued operation of the VTC, which enables unhoused San Francisco residents to continue living in the City thus preserving the City's cultural and economic diversity.

3. That the City's supply of affordable housing be preserved and enhanced;

The Project would enable the continued operation of the VTC, which provides unhoused San Francisco residents with shelter and services.

4. That commuter traffic not impede MUNI transit service or overburden our streets or neighborhood parking;

The Project would not increase commuter traffic and would not impede MUNI transit service or overburden City streets or neighborhood parking.

5. That a diverse economic base be maintained by protecting our industrial and service sectors from displacement due to commercial office development, and that future opportunities for resident employment and ownership in these sectors be enhanced;

The Project would have no impact on the City's industrial and service sectors.

6. That the City achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake;

The Project would enable the continued operation of an existing facility which was constructed in compliance with all relevant regulations. It would not have an adverse effect on City's preparedness against injury and loss of life in an earthquake.

7. That the landmarks and historic buildings be preserved;

The Project would have no impact on the City's Landmarks and historic buildings.

8. That our parks and open space and their access to sunlight and vistas be protected from development;

The Project would enable the continued operation of the VTC, which is located in the northernmost parking lot of the Candlestick Point State Recreation Area (SRA). This parking lot is situated approximately ¼ mile north of the main gate of the SRA and is accessed from outside the SRA. The SRA includes several parking lots accessed from the main gate which continue to be available to SRA patrons. The VTC is located back from the shoreline which remains accessible to SRA patrons. Continued operation of the VTC would not negatively impact the City's parks and open space and their access to sunlight and vistas.

Recommendation: Finding the Project, on balance, is in conformity with the General Plan

BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689
Tel. No. (415) 554-5184
Fax No. (415) 554-5163
TDD/TTY No. (415) 554-5227

MEMORANDUM

Date: September 20, 2023
To: Planning Department
From: Stephanie Cabrera, Clerk of the Homelessness and Behavioral Health Select Committee
Subject: Board of Supervisors Legislation Referral - File No. 230974
Sublease Agreement - California State Lands Commission - Candlestick Point State Recreation Area - Vehicle Triage Center - Base Rent of \$312,000

- ☒ California Environmental Quality Act (CEQA) Determination
(*California Public Resources Code, Sections 21000 et seq.*)
 - ☐ Ordinance / Resolution
 - ☐ Ballot Measure
- ☐ Amendment to the Planning Code, including the following Findings:
(*Planning Code, Section 302(b): 90 days for Planning Commission review*)
 - ☐ General Plan ☐ Planning Code, Section 101.1 ☐ Planning Code, Section 302
- ☐ Amendment to the Administrative Code, involving Land Use/Planning
(*Board Rule 3.23: 30 days for possible Planning Department review*)
- ☐ General Plan Referral for Non-Planning Code Amendments
(*Charter, Section 4.105, and Administrative Code, Section 2A.53*)
(Required for legislation concerning the acquisition, vacation, sale, or change in use of City property; subdivision of land; construction, improvement, extension, widening, narrowing, removal, or relocation of public ways, transportation routes, ground, open space, buildings, or structures; plans for public housing and publicly-assisted private housing; redevelopment plans; development agreements; the annual capital expenditure plan and six-year capital improvement program; and any capital improvement project or long-term financing proposal such as general obligation or revenue bonds.)
- ☐ Historic Preservation Commission
 - ☐ Landmark (*Planning Code, Section 1004.3*)
 - ☐ Cultural Districts (*Charter, Section 4.135 & Board Rule 3.23*)
 - ☐ Mills Act Contract (*Government Code, Section 50280*)