

File No. 210966

Committee Item No. 6

Board Item No. 31

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date October 6, 2021

Board of Supervisors Meeting

Date October 19, 2021

#### Cmte Board

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<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Resolution
<input type="checkbox"/>	<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Digest
<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
<input type="checkbox"/>	<input type="checkbox"/>	Grant Information Form
<input type="checkbox"/>	<input type="checkbox"/>	Grant Budget
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<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Form 126 – Ethics Commission
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<input type="checkbox"/>	<input type="checkbox"/>	Application
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#### OTHER (Use back side if additional space is needed)

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Sublease Term Sheet</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Valuation Analysis</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Site Plan</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>CEQA Exemption</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>General Plan Referral Letter - September 16, 2021</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Department Presentation - October 6, 2021</u>
<input type="checkbox"/>	<input type="checkbox"/>	<u> </u>
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Completed by: Linda Wong Date September 30, 2021

Completed by: Linda Wong Date October 14, 2021

1 [Sublease Agreement - California State Lands Commission - Candlestick Point State  
2 Recreation Area - Vehicle Triage Center - In-Kind Rent of \$1,796,090]

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 use as a Vehicle Triage Center at Candlestick Point State Recreation Area,**  
8 **for an initial term of two years, with rent to be paid through in-kind, public services with**  
9 **an estimated value at \$1,796,090; authorizing the Director of Property to execute**  
10 **documents, make certain modifications and take certain actions in furtherance of the**  
11 **sublease, as defined herein; adopting findings under the California Environmental**  
12 **Quality Act; and finding the proposed sublease is in conformance with the General**  
13 **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 Breed declared a shelter crisis and affirmed San  
21 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, According to the January 2019 Point-in-Time Homeless Count  
24 administered by HSH, there were approximately 8,035 people experiencing homelessness  
25 in San Francisco, 64% of which were unsheltered, a 17% increase since 2017; and

1 WHEREAS, Two-thirds of the increase in the number of unsheltered individuals from  
2 2017 to 2019 was attributable to people sleeping in vehicles; 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 to provide up to 29 parking spaces for people residing in their vehicles to  
10 safely store or stay in their vehicles while accessing a variety of services and resources to  
11 support a permanent exit from homelessness; and

12 WHEREAS, The Pilot Program served a total of 75 individuals during the first year of  
13 operations and was closed in March 2021 to allow for the commencement of construction of a  
14 100% affordable housing project at Balboa Upper Yard; and

15 WHEREAS, Proposition C (2018) (Gross Receipts Tax for Homelessness Services)  
16 (“Prop C”), passed by San Francisco voters in November 2018, created the Homelessness  
17 Gross Receipts Tax to fund the Our City, Our Home (“OCOH”) program, in order to expand  
18 and be complementary to existing funding and strategic efforts to prevent and end  
19 homelessness for San Francisco residents; and

20 WHEREAS, In July 2020, Mayor Breed announced her Homelessness Recovery Plan,  
21 including the goal of providing 6,000 placements into housing and temporary shelter over the  
22 next two years; and

23 WHEREAS, The OCOH Oversight Committee recommended in its most recent  
24 Investment Plan that the City use Prop C funds to prioritize investments into a range of  
25 different models for sheltering and supporting people experiencing homelessness, tailored to

1 the needs of different sub-populations of people experiencing homelessness, including funding  
2 for safe parking programs; and

3 WHEREAS, According to the Tent, Structure and Vehicle Count conducted by the City  
4 in August 2021, there were 1,088 inhabited vehicles in San Francisco, 677 of which were  
5 located in District 10; and

6 WHEREAS, A portion of the Candlestick Point State Recreation Area (the "CPSRA") is  
7 owned by the California State Lands Commission and currently leased to the California  
8 Department of Parks and Recreation ("State Parks") as a public recreation area for the  
9 general public under that certain Lease No. PRC 6414.9 (the "Lease"), a copy of which is on  
10 file with the Clerk of the Board of Supervisors in File No. 210966; and

11 WHEREAS, Since the start of the COVID-19 pandemic, unhoused people in  
12 approximately 100-150 vehicles have lived in the vicinity of the CPSRA creating a vehicle  
13 encampment that has grown to an unsafe level; and

14 WHEREAS, The vehicle encampment is currently blocking public access to the CPSRA  
15 and surrounding certain portions of the CPSRA, which has forced the closure of the public  
16 bathrooms and both parking lots at the CPSRA; and

17 WHEREAS, The vehicles in the encampment are also releasing their grey and black  
18 water into the Bay causing environmental harm, and the vehicle encampment has become a  
19 dumping site that further exacerbates the environmental issues; and

20 WHEREAS, The CPSRA cannot currently operate as a park and public recreation area  
21 because of the vehicle encampment activities in the vicinity of the CPSRA and the related  
22 environmental issues, which prohibits the general public from utilizing the CPSRA for its  
23 intended recreational purpose; and



1           WHEREAS, Without a safe alternative location for unhoused people living in their  
2 vehicles to camp, the City and the State Parks are limited in their ability to resolve the existing  
3 vehicle encampment; and

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

6           WHEREAS, The State Parks staff and multiple San Francisco City departments have  
7 collaborated to place unhoused people living in the vehicle encampment into housing and  
8 shelter, yet there is still immense need in the CPSRA that cannot be addressed until there is  
9 an alternative location for the unhoused people to go; and

10          WHEREAS, The City identified an approximately 312,000 square foot parking lot  
11 (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 Property is currently underutilized because there is no longer a boat  
17 launch use near CPSRA, and was recommended by community stakeholders because it is  
18 private and remote, has been closed for many years, and will not impact the operations,  
19 parking or recreational use of CPSRA; and

20          WHEREAS, The Property has existing infrastructure, including water, sewer,  
21 pavement, and electrical poles for lights, that will allow the City to quickly convert the site into  
22 a Vehicle Triage Center; and

23          WHEREAS, State Parks supports the sublease of the Property to the City for a Vehicle  
24 Triage Center that would serve up to 150 vehicles; and

1 WHEREAS, A Vehicle Triage Center at the Property would provide critical resources to  
2 unhoused people residing in the current vehicle encampment and other recreational and  
3 passenger vehicles in the Bayview, providing a safe place to stay in their vehicles while  
4 accessing services and connecting to resources within the Homelessness Response System  
5 to support a permanent exit out of homelessness; and

6 WHEREAS, HSH will: (i) install a perimeter fence around the Vehicle Triage Center  
7 with a privacy screen, site lighting, guard shack, picnic area, pet area, mobile trailers, potable  
8 water bibs, trash containers, up to 150 guest parking stalls (RV and vehicles) and 15 parking  
9 stalls for staff and toilet and shower trailers, (ii) repair and improve water mains and sewer  
10 lines, as needed, and upgrade electrical service and fire water service at the Property, and (iii)  
11 pay for utility and services (janitorial, 24/7 staffing) at the Property; and

12 WHEREAS, In order for the Vehicle Triage Center to be a good neighbor to the  
13 Candlestick Point community, HSH, the Police Department, Public Works, Department of  
14 Emergency Management and the Municipal Transportation Agency will work together to  
15 deliver high-quality, comprehensive offsite public services to the community and in the vicinity  
16 of the CPSRA, as set forth in the Interdepartmental Agreement ("Agreement"), a copy of  
17 which is on file with the Clerk of the Board of Supervisors in File No. 210966; and

18 WHEREAS, The in-kind, public services under the Agreement will provide a significant  
19 public benefit by (i) helping to restore CPSRA facilities, (ii) improving and restoring public  
20 access and utilization of CPSRA, and (iii) supporting the community and the surrounding area,  
21 including Hunter's Point Expressway, by placing people experiencing homelessness currently  
22 living in the vicinity of the CPSRA and District 10 into the Vehicle Triage Center; and

23 WHEREAS, The Agreement is intended to ensure the success of the Vehicle Triage  
24 Center, and support the operations of the CPSRA, community and people experiencing  
25 homelessness; and

1 WHEREAS, The Real Estate Division on behalf of HSH, in consultation with the Office  
2 of the City Attorney, has prepared a Sublease Term Sheet ("Term Sheet"), a copy of which is  
3 on file with the Clerk of the Board of Supervisors in File No. 210966, setting forth the material  
4 terms of a Sublease Agreement between the City and State Parks ("Sublease"), pursuant to  
5 which the State Parks will allow the City to install the Vehicle Triage Center on the Property,  
6 upgrade and repair existing water and sewer pipelines for use at the Property; and

7 WHEREAS, The term of the Sublease shall be for two years commencing on or after  
8 the date of approval by the State Lands Commission as the owner and prime lessor under the  
9 Lease and execution of the sublease; and

10 WHEREAS, The Sublease will allow the City to pay rent by providing the in-kind law  
11 enforcement and parking enforcement services throughout CPSRA by the San Francisco  
12 Police Department and Municipal Transportation Agency, with an estimated value of  
13 \$1,796,090 under the Agreement as consideration; and

14 WHEREAS, The Director of Property has determined that the in-kind, offsite public  
15 services, repairs, upgrade work, and other public benefits under the Agreement far exceed the  
16 fair market rental value of the Property for the benefit of State Lands Commission, State  
17 Parks, the community in the vicinity of the CPSRA, and the citizens of San Francisco and the  
18 State of California; and

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

22 WHEREAS, The State Lands Commission requires the Director of Property to obtain  
23 authorization by the Board of Supervisors to execute a Sublease with State Parks under the  
24 terms and conditions set forth in the Term Sheet prior to approval by the State Lands  
25 Commission; and

1           WHEREAS, In order to consummate the Sublease of the Property, the Board of  
2 Supervisors desires to authorize the execution, delivery and performance of the Term Sheet  
3 and, if approved by the State Lands Commission, the Sublease with State Parks; and

4           WHEREAS, On September 13, 2021, the Environmental Planning Division of the San  
5 Francisco Planning Department determined that the proposed use of the Property for a  
6 Vehicle Triage Center would not be subject to the California Environmental Quality Act, Public  
7 Resources Code, Section 21000 et seq. ("CEQA"), pursuant to California law set forth in  
8 Assembly Bill 101, California Government Code, Sections 65660 – 65668 (AB 101) (the  
9 "CEQA Determination"), a copy of which is on file with the Clerk of the Board of Supervisors in  
10 File No. 210966 and is incorporated herein by reference; and

11           WHEREAS, The Planning Department found the proposed Term Sheet is consistent  
12 with the General Plan and with Planning Code, Section 101.1(b) (the "General Plan Referral"),  
13 and a copy of the General Plan Referral is on file with the Clerk of the Board of Supervisors in  
14 File No. 210966 and is incorporated herein by reference; now, therefore, be it

15           RESOLVED, That in accordance with the recommendation of the Executive Director of  
16 HSH and the Director of Property, the Board of Supervisors approves the Term Sheet, and  
17 authorizes the Director of Property, working with the City Attorney and HSH, to negotiate,  
18 enter into, and deliver a Sublease for the Property on behalf of the City and based on the  
19 terms set forth in the Term Sheet presented to the Board of Supervisors, and any such other  
20 documents that are necessary or advisable to complete the transaction contemplated by this  
21 Resolution; and, be it

22           FURTHER RESOLVED, The Board of Supervisors authorizes the Director of Property  
23 to take all actions, on behalf of the City, to make any amendments or modifications to the  
24 Sublease that the Director of Property determines, in consultation with the City Attorney, are  
25 in the best interests of the City, do not materially increase the obligations or liabilities of the

1 City under the Term Sheet, and are necessary or advisable to complete the transaction and  
2 effectuate the purposes and intent of this Resolution and are in compliance with all applicable  
3 laws, including the City's Charter; and, be it

4 FURTHER RESOLVED, The Board of Supervisors authorizes the Director of Property  
5 to execute and deliver a quitclaim deed, in consultation with the City Attorney, with respect to  
6 any interest of the City in the Property under the Sublease if requested by State Parks at the  
7 expiration of the Sublease; and, be it

8 FURTHER RESOLVED, The form of Sublease will be generally consistent with the  
9 State's lease form previously negotiated and accepted by the City as tenant, the Lease, and  
10 shall include contracting requirements set forth in the City's Administrative Code, subject to  
11 any exemptions or waivers applicable to the State; and, be it

12 FURTHER RESOLVED, The Board of Supervisors finds that the Term Sheet,  
13 Sublease, and proposed use of the Property for a Vehicle Triage Center serves a public  
14 purpose for the benefit of the State of California and the City; and, be it

15 FURTHER RESOLVED, The Board of Supervisors endorses the proposal for a Vehicle  
16 Triage Center on the Property and the in-kind, offsite public services in the vicinity of CPSRA;  
17 and, be it

18 FURTHER RESOLVED, The Board of Supervisors authorizes HSH and the  
19 Department of Public Works to make the improvements to the Property described in the Term  
20 Sheet as part of the sublease transaction; and, be it

21 FURTHER RESOLVED, The sublease will include an obligation for the City to  
22 indemnify the State Lands Commission and State Parks for use of the Property and consistent  
23 with the existing indemnity under the Lease, and the Director of Property, in consultation with  
24 the City Attorney, is authorized to negotiate the City's indemnity obligation, provided that such  
25 obligation is substantially consistent with the Lease; and, be it

1           FURTHER RESOLVED, That any action heretofore taken by any City employee or  
2 official with respect to the Sublease is hereby approved, confirmed and ratified; and, be it

3           FURTHER RESOLVED, That the Board of Supervisors approves and adopts the  
4 Planning Department's CEQA Determination and General Plan Referral, incorporates them  
5 into this Resolution, and confirms that the Term Sheet and proposed Sublease is consistent  
6 with the General Plan and with Planning Code, Section 101.1(b) for the reasons set forth in  
7 the General Plan Referral; and, be it

8           FURTHER RESOLVED, That within thirty (30) days following the execution of the  
9 sublease, the Director of Property shall provide a copy of the sublease agreement to the Clerk  
10 of the Board to include into Board File No. 210966, and, be it

11          FURTHER RESOLVED, That HSH and the Director of Property will report back to the  
12 Board of Supervisors upon approval of a sublease by the State Lands Commission.

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/s/

<b>Item 6</b> <b>File 21-0966</b>	<b>Department:</b> Homelessness & Supportive Housing
<b>EXECUTIVE SUMMARY</b>	
<p style="text-align: center;"><b>Legislative Objectives</b></p> <ul style="list-style-type: none"> <li>• HSH is proposing to establish a new Vehicle Triage Center in Candlestick Point State Recreation Area, a state park in Supervisorial District 10. According to Department of Homelessness &amp; Supportive Housing (HSH), the accumulation of inhabited vehicles nearby is impairing access to that park.</li> <li>• The proposed resolution would approve the term sheet for a sublease with the California Department of Parks and Recreation for a Vehicle Triage Center in the Candlestick Point State Recreation Area and endorse the proposal for a Vehicle Triage Center and in-kind, off-site public services in the vicinity.</li> </ul> <p style="text-align: center;"><b>Key Points</b></p> <ul style="list-style-type: none"> <li>• The portion of the park that would be subleased by the City includes a parking lot and surrounding area with connecting roads. The proposed two-year sublease would provide space for a Vehicle Triage Center with up to 150 parking spots.</li> <li>• In-lieu of rent, the City would provide in-kind law enforcement and parking enforcement services. The purpose of these off-site services is to restore access to the park.</li> </ul> <p style="text-align: center;"><b>Fiscal Impact</b></p> <ul style="list-style-type: none"> <li>• The total two-year cost of the proposed Vehicle Triage Center, including the one-time site improvement costs of \$3 million and annual operating costs of \$5.2 million, is \$13.5 million, of which \$10 million are Our City Our Home (Proposition C) funds appropriated by the Board of Supervisors in FY 2021-22 and FY 2022-23. HSH anticipates that capital costs will be funded by a State grant. The estimated annual cost of \$5.2 million for the proposed Vehicle Triage Center is higher than the \$3.5 million budgeted for this purpose in FY 2022-23 and may therefore require additional appropriations in that year, subject to Board of Supervisors approval.</li> <li>• The annual value of the MTA and Police off-site services is approximately \$900,000 which is greater than the \$312,000 annual rent in the proposed sublease.</li> </ul> <p style="text-align: center;"><b>Recommendation</b></p> <ul style="list-style-type: none"> <li>• Approve the proposed resolution.</li> </ul>	



**MANDATE STATEMENT**

Administrative Code Section 23.37 requires Board of Supervisors approval by resolution of all leases for a term of more than one year in which the City is the tenant.

**BACKGROUND****Vehicle Triage Center**

Chapter 119 of the Administrative Code required the Department of Homelessness & Supportive Housing (HSH) to pilot an Overnight Safe Parking and Vehicle Navigation Triage Center (later referred to as a Vehicle Triage Center) program to provide a designated safe place for unhoused individuals and families living in vehicles to safely park their vehicles and receive services. HSH operated a pilot Vehicle Triage Center at 2340 San Jose Avenue from December 2019 to March 2021. According to a February 2021 evaluation by the Controller's Office, the pilot Vehicle Triage Center on San Jose Avenue had 29 parking spots and served 75 clients between November 2019 and November 2020, of which 45 were eligible to be referred to a subsidized housing program and 30 were referred to Problem Solving, which refers to HSH clients working with Access Point support services staff to exit homelessness through housing relocation assistance, reunification, mediation and conflict resolution, workforce development or flexible financial resources.. The Vehicle Triage Center on San Jose Avenue was an interim use of that property, which is now being developed into affordable housing.

As stated in the proposed resolution, the Healthy Streets Operations Center's August 2021 Tent, Structure, and Vehicle count identified 1,088 inhabited vehicles, 677 of which were in Supervisorial District 10. HSH is proposing to establish a new Vehicle Triage Center in Candlestick Point State Recreation Area, a state park in District 10. According to HSH, the accumulation of inhabited vehicles near the Candlestick Point Recreation Area is impairing access to that park.

**DETAILS OF PROPOSED LEGISLATION**

The proposed resolution would approve (1) the term sheet and authorize the Director of Property to negotiate a sublease and quitclaim deed with the California Department of Parks and Recreation for a Vehicle Triage Center in the Candlestick Point State Recreation Area, (2) endorse the proposal for a Vehicle Triage Center and in-kind, off-site public services in the vicinity, (3) approve actions taken by City officials to finalize the sublease and that are consistent with the final sublease, and (4) approves the Planning Department's findings that (a) the Vehicle Triage Center is exempt from California Environmental Quality Act (CEQA) review and (b) the project conforms with the City's General Plan.

## Term Sheet

Exhibit 1 summarizes the key terms of the proposed term sheet.

### Exhibit 1: Term Sheet

Landlord	California State Lands Commission
Sub-landlord	California Department of Parks & Recreation
Subtenant	City
Premises	312,000 square foot parking lot
Term	Two years
Extension Term	Subject to mutual agreement
Annual Rent	\$312,000 per year (\$1 per square foot), Rent to be paid for through delivery of in-kind law enforcement public services
Utilities	Paid by City

Source: Proposed Term Sheet

According to a valuation analysis completed by the Real Estate Division, the fair market value rent for the site is \$1.00 per square foot per year. The parties have agreed that the rent should be paid with in-kind law enforcement and parking enforcement services. Because the value of the sublease is less than \$45 per square foot, it does not require a third-party appraisal per Chapter 23 of the Administrative Code. The term of agreement is 2 years, subject to possible extension by mutual agreement of parties.

The proposed resolution allows for contract provisions required by the Administrative Code to not be included in the final sublease and states that the final sublease will include a provision to indemnify the State Lands Commission and State Parks and Recreation Department for the City's use of the subleased property.

After Board of Supervisors approval of the sublease term sheet, the State Lands Commission would still have to authorize this use for the parcel and authorize California Department of Parks and Recreation to enter into a Sublease with the City based on the term-sheet.

### Vehicle Triage Center at Candlestick Point State Recreation Area

The Candlestick Point State Recreation Area is a public open space area of land, a portion of which is owned by the California State Lands Commission and leased to the California Department of Parks and Recreation. The portion of the park that would be subleased by the City includes a parking lot and surrounding area with connecting roads.

#### *Site Improvement*

The proposed sublease allows for the following site improvements to the existing parking lot: installing lighting, configuring up to 150 parking spots, constructing a pet area, constructing a guard shack, installation of mobile trailers for office staff, storage, case management and other service staff, installation of shower trailers and mobile restrooms, installation of water sources and charging stations, and installation of perimeter fencing and access gates.

The planned Vehicle Triage Center will ultimately have up to 150 parking spaces and 15 spaces for site staff. Phase 1 of the project will make 78 parking spots available for use upon approval from the Board of Supervisors and State Lands Commission and following initial site improvements. In Phase 2, the remaining parking spaces and supporting infrastructure will be installed over six months and are expected to open in June 2022 or July 2022. Public Works (DPW) will be responsible for soliciting bids from contractors and overseeing site improvement work. Upon the termination of the sublease, Public Works will remove improvements, which will remain City property.

### *Client Referrals*

According to HSH, clients will be referred by the San Francisco Homeless Outreach Team and by the Healthy Streets Operations Center. According to HSH, outreach will focus on the area immediately around Candlestick Point State Recreation Area, where people are already living in their vehicles. As noted above, the homeless vehicle count in District 10 totals 677 and is concentrated around Candlestick Point. The proposed Vehicle Triage Center will accommodate up to 150 vehicles. For those that cannot be accommodated in the proposed Vehicle Triage Center, HSH reports it will continue to provide outreach and engagement to support people residing in their vehicles and is actively seeking property to open a second Vehicle Triage Center site.

### **On-Site Services**

HSH plans to contract with one or more nonprofit providers to deliver the following services: bathroom and shower operations, blackwater services, electricity, security, case management, and referrals to other services. HSH plans a streamlined procurement of such services; per Administrative Code Chapter 21B, HSH and DPW have the authority to enter into contracts for homeless related services without competitive bidding, equal benefits, and local business enterprise requirements.

### **Off-Site Services**

The proposed term sheet states that in-lieu of rent, the City will provide in-kind law enforcement and parking enforcement services throughout the Candlestick Point Recreation Area that are valued greater than the proposed rent of \$312,000. Exhibit 2 summarizes the off-site services required by the proposed sublease:

#### **Exhibit 2: Off-Site Services**

MTA Parking Enforcement	Repost parking regulation signs; enforce parking regulations
Police Services	Daily patrol of Park and Vehicle Triage Center, advise on site design and emergency access, meet regularly with State Park and Vehicle Triage Center staff, support parking enforcement

Source: Interdepartmental Agreement included in the legislative file for this item

In addition, Public Works plans to deliver litter and debris removal at least three days per week, replace no dumping signs, and potentially employ anti-dumping surveillance cameras around the Hunters Point Expressway to address illegal dumping on that street. The original term sheet

submitted in the legislative file for this item included this activity as part of the required in-kind services. Although no longer required by the State Lands Commission, the City intends to provide that service.

### FISCAL IMPACT

Exhibit 3 below summarizes the ongoing on-site and off-site costs associated with the proposed Vehicle Triage Center. The total two-year cost of the Vehicle Triage Center proposed for Candlestick Point State Recreation Area, including the one-time site improvement costs of \$3 million and annual operating costs of \$5.2 million, is \$13.5 million. The annual value of the MTA and Police off-site services is approximately \$900,000, which is greater than the \$312,000 annual rent in the proposed sublease. The purpose of the off-site services is to allow for public access to the Candlestick Point State Recreation Area, which is now impeded by a concentration of inhabited vehicles. The total cost of the Vehicle Triage Center and the off-site services over two-years is \$15.3 million.

#### Exhibit 3: Candlestick Vehicle Triage Center Costs and Off-Site Costs

	Year 1	Year 2	Total
<b>Vehicle Triage Center Costs</b>			
Site Improvement	\$3,000,000	\$0	\$3,000,000
Operations	5,256,000	5,256,000	10,512,000
<b>Subtotal, Vehicle Triage Center Costs</b>	<b>\$8,256,000</b>	<b>\$5,256,000</b>	<b>\$13,512,000</b>
<b>Off-Site Services</b>			
MTA Parking Enforcement	\$750,170	\$745,920	\$1,496,090
Police Services	150,000	150,000	300,000
<b>Subtotal, Off-Site Services</b>	<b>\$900,170</b>	<b>\$895,920</b>	<b>\$1,796,090</b>
<b>Total</b>	<b>\$9,156,170</b>	<b>\$6,151,920</b>	<b>\$15,308,090</b>

Source: BLA Analysis, Department of Homelessness & Supportive Housing, and Valuation Analysis from Real Estate Division

Vehicle Triage Center operating costs are budgeted at approximately \$96 per parking space per night, which is less than the \$105 cost per night of the original Vehicle Triage Center on San Jose Avenue.<sup>1</sup> According to HSH, the lower cost is budgeted due to anticipated efficiencies of scale to

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<sup>1</sup> The Controller's February 2021 evaluation of the San Jose Avenue Vehicle Triage Center estimated the cost per night per parking spot was \$105, not including case management, which was provided by the Homeless Outreach Team. That evaluation estimated the cost of case management would be \$4,500 per parking spot. HSH's \$96 per night per parking spot budget for the proposed Vehicle Triage Center includes site operating and case management services. The actual cost of the Vehicle Triage Center is subject to change and depends on procurement of service providers, which is not yet final.

operate compared to the original VTC. Final estimates are still being developed for the operating budget based on the specifics of the site, including number of parking spaces.

**Sources of Funding**

The Adopted FY 2021-2023 budget for HSH allocated \$10 million from the Our City, Our Homes (Proposition C) funds for one-time capital costs and two years of operating funds for a safe parking site in the Bayview community (\$3 million for capital costs; \$3.5 million for annual operating costs). HSH also expects to receive a \$5.6 million state grant through the FY 2021-22 State budget that will be used to cover the one-time site improvement costs. The estimated annual cost of \$5.2 million for the proposed Vehicle Triage Center is higher than the \$3.5 million budgeted for this purpose in FY 2022-23 and may therefore require additional appropriations in that year, subject to Board of Supervisors approval.

MTA parking enforcement costs of \$750,150 are included in the Agency's FY 2021-22 budget. Police costs of \$150,000 are included in the Departments FY 2021-22 budget.

**RECOMMENDATION**

Approve the proposed resolution.

# CANDLESTICK POINT STATE RECREATION AREA

## SUBLEASE TERM SHEET

The City and County of San Francisco has a sincere interest in subleasing a portion of the property commonly known as the Boat Launch parking lot at Candlestick Point State Recreation Area (“**Candlestick**”) in San Francisco, CA. This term sheet (“**Term Sheet**”) outlines the basic business terms and conditions of a proposed sublease between the City and County of San Francisco (“**City**”) through its Department of Homelessness and Supportive Services (“**HSH**”) as “**Subtenant**” and the California Department of Parks and Recreation (“**State Parks**”) as “**Sublandlord**” with the consent and approval of the California State Lands Commission (“**State Lands**” or “**Landlord**”).

### 1. Proposed Recitals:

Whereas, the City and State Parks agree that City Police enforcement and peace officers exercising authority throughout Candlestick shall provide patrolling inside Candlestick. They shall enforce laws on unauthorized encampments, black water dumping into the Bay, intimidation of would be park visitors and staff, vandalism, drug use, public resource degradation, and theft punctuated by the RV encampment on Hunter’s Point Expressway since early 2020. Patrolling services are needed in this area and are public benefits of value to State Lands, State Parks and the citizens/ residents of the State of California.

Whereas, the City is proposing to establish a Vehicle Triage Center on the Premises (defined below), which would provide critical resources to people residing in recreational and passenger vehicles within the Candlestick area 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.

Whereas, the combination of using the Vehicle Triage Center to move cars and RVs off the streets and into the Center and the Off-Site Services in and around Candlestick Park would allow people to safely come and enjoy Candlestick again.

Whereas, State Lands and State Parks have entered negotiations to sublet the Premises and to allow this temporary, non-recreational use which provides a public benefit to State Lands, State Parks and the citizens / residents of the State of California.

The City proposes to negotiate in good faith towards a sublease agreement upon the terms and conditions set forth as follows:

2. Landlord: California State Lands Commission (“**State Lands**”).
3. Sublandlord: California Department of Parks and Recreation (“**State Parks**”).
4. Subtenant: City and County of San Francisco (“**City**”) through its Department of Homelessness and Supportive Services (“**HSH**”).
5. Property: Candlestick Point State Recreation Area, San Francisco, CA (“**Candlestick**”).

6. Premises: Approximately 312,000 square feet of parking lot area as shown on Exhibit A (the “Site Map”), a portion of Candlestick.
7. Condition of Premises: Subtenant accepts the Premises in its AS-IS condition. At expiration of the lease, Subtenant will demolish and remove its improvements unless otherwise approved by State Parks and State Lands.
8. Use: 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. (Additional detail under On-Site Improvements below).
9. Term: Two years.
10. Renewal / Extension: Subject to negotiations at the end of the Term, upon mutual agreement of the parties.
11. Commencement Date: November 1, 2021 or upon approval by the Board of Supervisors, Mayor California State Parks, potentially Department of General Services, and State Lands Commission.
12. Annual Rent: In kind law enforcement for entire State Park.
13. Rent Escalator: None.
14. Security Deposit: None.
15. Administrative Fee: None or paid through in kind services.
16. Purchase Option: None.
17. Utilities: Subtenant to be solely responsible for all utilities servicing the Premises Including, but not limited to, electricity, water and sewer.
18. Services: Subtenant to be solely responsible for all services to the Premises including but not limited to janitorial, security, trash, recycling and dump removal.
19. Project Description: The Vehicle Triage Center would provide critical resources to people residing in recreational and passenger vehicles within Candlestick 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.

20. Project  
Improvements  
and Services:

The following On-Site Improvements and Services will be constructed by the City on the Premises along with the listed on-site services:

- 24/7 staffing, including service practitioners familiar with issues regarding vehicle residency and resources for referral of guests to services
- Custodial services
- Security services
- Food programming
- Installation of perimeter fencing with privacy screen and access gates
- Site striping of stalls for approximately 150 recreational and passenger vehicles and 15 staff vehicles
- Site lighting (poles and solar light
- Construction of pet area
- Construction of Guard Shack
- Construction of Shaded Picnic areas
- Installation of two mobile trailers for case management office/health care
- Installation of shower trailer
- Installation of mobile restrooms
- Construction of site operator RV office and storage
- Potable water hose bibs (water source for guest use)
- Repair and improvement of Candlestick water mains as necessary for Triage Vehicle Center use
- Repair and improvement of CPSRA sewer lines as necessary for Triage Vehicle Center use
- Installation of trash containers (waste, recycling and compost)
- Power charging stations
- Department of Public Works will undertake the following:
  - Litter and debris removal at least 3 days per week
  - Post no dumping signs
  - Explore the possibility of deploying Illegal Dumping Surveillance Cameras



- San Francisco Municipal Transportation Authority will take the following actions along Hunter's Point Expressway between Jamestown Avenue/Harney Way and Arellious Walker Drive:
  - Repost the removed or damaged parking regulations signs that reflect the current parking regulations.
  - Focus on enforcing parking regulations in the area to prevent re-encampment.
- Department of Homelessness and Supportive Housing will provide data related to program success, including but not limited to, the following:
  - Placement and occupancy
  - Service connections
  - Housing placement and exit data
- HSOC and/or HOT will provide regular data updates including the following:
  - Inhabited vehicle counts in the area
  - Outreach attempts and service/placement offers
  - Encampment resolution information

21. Removal of  
New On-Site  
Improvements:

Subtenant shall be required to remove all new On-Site Improvements installed by Subtenant during the term of the Sublease unless Sublandlord notifies Subtenant in writing that the new On-Site Improvements do not have to be removed.

22. Pre-existing  
On-Site  
Improvements:

Subtenant may at its sole election use, repair or maintain pre-existing On-Site Improvements during the term of the Sublease, with Sublandlord's prior written consent, which shall not to be unreasonably conditioned, withheld or delayed. Such use of pre-existing On-Site Improvements shall not obligate Subtenant to remove said improvements at the end of the Term.

23. Off-Site  
Services:

Subtenant, at its sole expense, shall perform or caused to be performed, the Off-Site Services listed in Exhibit B.

24. Insurance:

Subtenant is permissively self-insured. Subtenant shall not be required to obtain or maintain 3<sup>rd</sup> party insurance during the Term of the sublease.

25. Brokers: Sublandlord and Subtenant represent and warrant to each other that they have not engaged a broker in connection with securing the proposed sublease. Thus, neither party shall be obligated to pay a broker fee or commission in connection with this proposed sublease.
26. Sublease Form: The sublease agreement shall be based (to the extent practicable) on the Lease Agreement between State Lands and State Parks for the Property (Lease No. PRC 6414.9) dated July 2014 (“Lease”), attached hereto as Attachment 2 for illustrative purposes only. The final sublease is subject to negotiations with Sublandlord and Subtenant through its Director of Property, and approval by the City's Director of Property, City Attorney, Board of Supervisors and Mayor, in their respective sole and absolute discretion. The final sublease is also subject to the approval of State Lands and State Parks in their respective sole and absolute discretion.
27. Miscellaneous  
Terms  
Not Applicable: Subtenant finds the following Sections of the Lease inapplicable to the proposed sublease and proposes that the parties negotiate in good faith to draft applicable language consistent with this Term Sheet:
- Section 1 – Basic Provisions
  - Section 2 – Special Provisions
  - Section 3 – Description of Lease Premises
  - Section 8 – Insurance
  - Section 9 – Surety Bond
28. Miscellaneous  
Terms  
Applicable: Subtenant finds the following Sections of the Lease applicable to the proposed sublease and agreeable to the extent consistent with the Term Sheet and subject to review of final language:
- Section 4 – General Provisions
  - Section 5 – Reservations, Encumbrances, and Rights-Of-Way
  - Section 6 – Rules, Regulations, and Taxes
  - Section 7 – Indemnity
  - Section 10 – Assignment, Encumbrancing or Subletting (Provided that the use of the Premises by the City’s service providers and vendors is not deemed an assignment)
  - Section 11 – Default and Remedies (Provided that Section 11(a)(2) regarding insurance is removed)
  - Section 12 – Restoration of Lease Premises (Subject to Item 22 above regarding Pre-existing On-Site Improvements)

- Section 13 – Quitclaim Deed (Provided that form of Quitclaim deed is attached to the sublease at time of execution)
- Section 14 – Holdover
- Section 15 – Additional Provisions

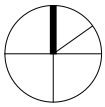
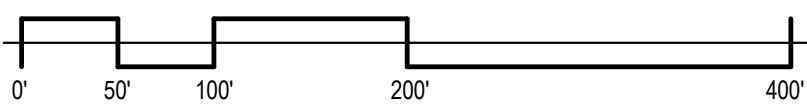
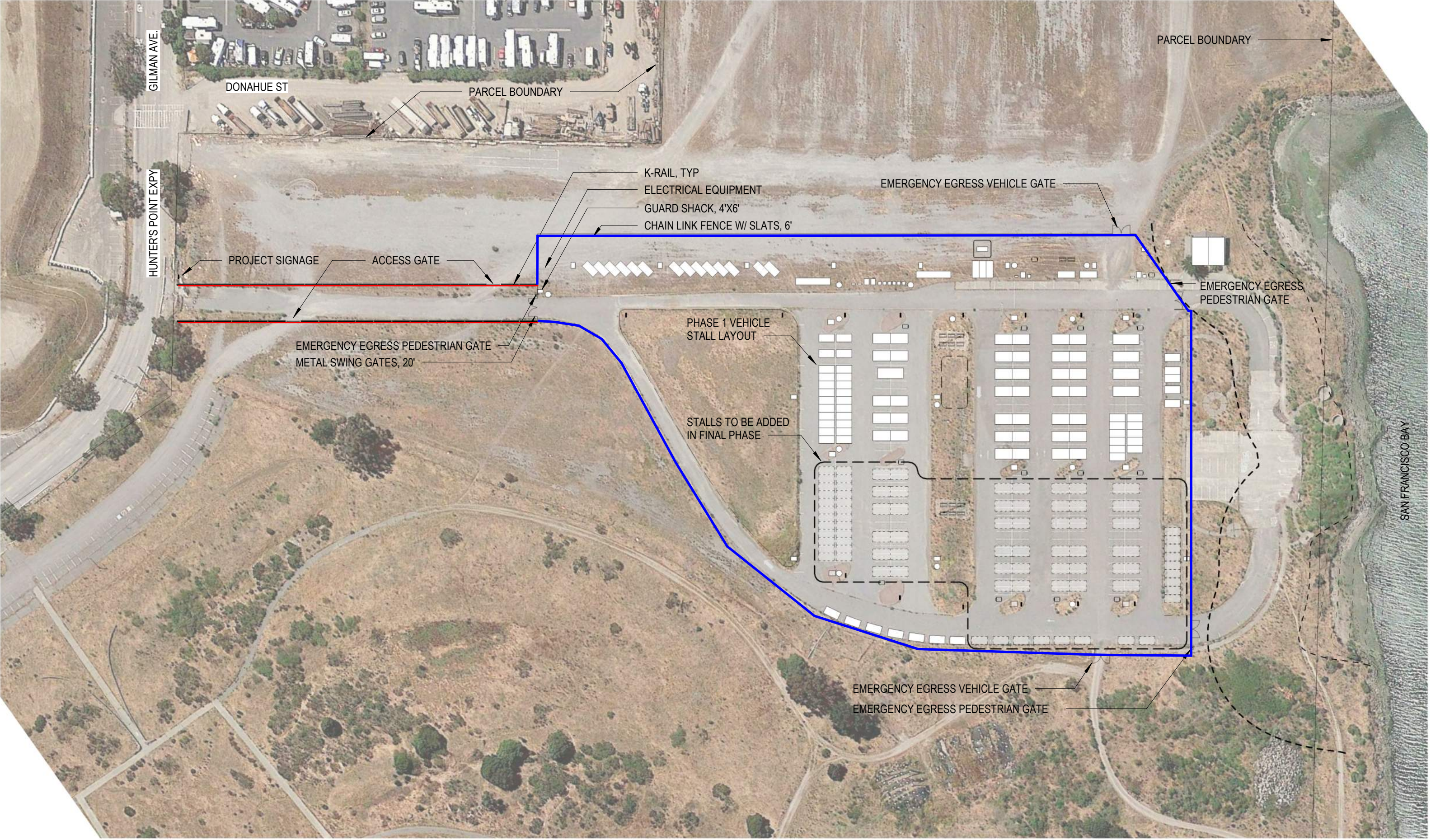
State Lands, State Parks and the City understand and agree that this Term Sheet is not intended to be, and shall not become, contractually binding on any party and no legal obligation shall exist unless and until the parties in their respective roles have negotiated, executed and delivered a mutually acceptable and authorized Sublease Agreement. In addition, the parties acknowledge and agree that under the City's Charter, no department, commission, officer or employee of City has authority to commit the City to the transactions contemplated by this Term Sheet unless and until appropriate legislation by the City's Board of Supervisors has been duly enacted and approved by the Mayor, each in their respective sole and absolute discretion approving the Sublease Agreement (or alternatively delegating the authority to negotiate and execute such an agreement on their behalf) and the transactions contemplated thereby and appropriating all necessary funds, in compliance with all applicable laws. The Director of Property, on behalf of City, and State Parks (with the consent of State Lands) will attempt in good faith to use the above terms and conditions as the initial base to negotiate and enter into a Sublease Agreement in form and content acceptable to each party, in each party's respective sole and absolute discretion.

**Respectfully Submitted**

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Andrico Q. Penick  
Director of Property  
City and County of San Francisco









DEPARTMENT OF  
HOMELESSNESS AND  
SUPPORTIVE HOUSING

Shireen McSpadden, Executive Director



London Breed, Mayor

## Interdepartmental Agreement Candlestick Point Vehicle Triage Center Scope of Services

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To ensure the success of the Candlestick Safe Parking program, key City department commit to providing services and resources to the area surrounding the Candlestick Point State Recreation Area. These resources are intended to ensure the success of the program, support the operations of the park, the community and people experiencing homelessness.

In order for the Safe Parking Program to be a good neighbor to the Candlestick Point community, the Department of Homelessness and Supportive Housing, the San Francisco Police Department, San Francisco Public Works, and the San Francisco Municipal Transportation Agency will work together to deliver high-quality city services to the community. Below are the steps that City departments will make to ensure safety and cleanliness in the Candlestick Point neighborhood.

**SAFE PARKING PROGRAM:** HSH, in partnership with a non-profit service provider, will operate a Safe Parking / Vehicle Triage Center program in the Boat Launch Parking Lot at Candlestick State Recreation Area. This program will include:

- Safe place to park and live in your vehicle (car, van or RV)
- 24/7 staffing
- Social services
- Hygiene facilities
- Potable water
- Electrical power

**PUBLIC SAFETY:** SFPD's top priorities are and continue to be responding to and reducing violent crime. To respond to the needs of the neighborhood, program, and Candlestick Point State Park the SFPD Bayview station, will:

- Set up a schedule of daily passing calls to the Park and program.
- SFPD will advise the design and operations teams on Crime Prevention Through Environmental *Design* (CPTED) to ensure that the program is designed and operated in a way that prioritizes public safety.
- SFPD Bayview station officers will meet regularly with park staff and Safe Parking Program Staff to address safety issues in the Park and surrounding the safe parking program.
- SFPD will create an emergency access plan with the safe parking program to ensure that emergency vehicles can efficiently access the site.
- Support SFMTA in enforcing parking regulations in the area.

- SFPD will provide crime data for the neighborhood to inform the public about safety and crime stats in the neighborhood upon request from the community.

ENCAMPMENT OUTREACH AND RESOLUTION: Prior to the opening of the Safe Parking Program and on an ongoing basis, the Healthy Street Operations Center (HSOC) and the San Francisco Homeless Outreach Team (HOT) agree to conduct regular outreach to people living in vehicles on Hunter's Point Expressway and the streets surrounding Candlestick Point State Park. HSOC and HOT will facilitate the outreach and placement of people into the safe parking program. Following placements HSOC will coordinate with City departments to respond to resolve remaining encampment and address any reemergence of encampment activity.

CLIENT PLACEMENT: To ensure that the Safe Parking program helps relieve vehicle encampments in the surrounding areas, HOT and HSOC will conduct an assessment of the area, outreach to people living in their vehicles, create a by name and vehicle list of the target group, and invite these people into the center. This work will be conducted prior to the opening of the Safe Parking Program. People with extended time encamped in the area will be prioritized for placement into the Safe Parking Program or other Homeless Response System program, as appropriate.

- Prioritize vehicle encampments and population in the Candlestick Point neighborhood in the response effort to the opening of the Safe Parking Program. As vehicle encampments in the area are addressed prior to the opening of the center, residents of the encampments will be prioritized, triaged and referred to all appropriate resources throughout the system, including shelter, housing, Navigation Centers or other appropriate care.

CLEANING / DUMPING: San Francisco Public Works will provide regular cleaning to the encampments along Hunter's Point Expressway and the surrounding the Candlestick Point State Park and will implement dumping prevention and mitigation efforts including:

- Litter and debris removal at least 3 days per week
- Posting no dumping signs
- Explore the possibility of deploying Illegal Dumping Surveillance Cameras

PARKING ENFORCEMENT: The San Francisco Municipal Transportation Authority (SFMTA) will take the following actions along Hunter's Point Expressway between Jamestown Avenue/Harney Way and Arelious Walker Drive to support the Candlestick Point neighborhood and the operations of the Safe Parking Program:

- Repost the removed or damaged parking regulations signs that reflect the current parking regulations.

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PERFORMANCE MEASURES: The Department of Homelessness and Supportive Housing will provide data related to program success, including but not limited

- Placement and occupancy
- Service connections
- Housing placement and exit data

HSOC and/or HOT will provide regular data updates including:

- Inhabited vehicle count in the area
- Outreach attempts and service/placement offers
- Encampment resolution information

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*Mary Ellen Carroll*

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Mary Ellen Carroll

Executive Director

Department of Emergency Management – Healthy Streets Operation Center

DocuSigned by:

*Shireen McSpadden*

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Shireen McSpadden

Executive Director

Department of Homelessness and Supportive Housing

DocuSigned by:

*William Scott*

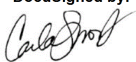
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William Scott

Chief of Police

San Francisco Police Department

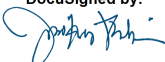
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Carla Short  
Interim Director  
San Francisco Public Works

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Jeffrey Tumlin  
Director of Transportation  
San Francisco Municipal Transportation Agency





DEPARTMENT OF  
HOMELESSNESS AND  
SUPPORTIVE HOUSING

Shireen McSpadden, Executive Director



London Breed, Mayor

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PERFORMANCE MEASURES: The Department of Homelessness and Supportive Housing will provide data related to program success, including but not limited

- Placement and occupancy
- Service connections
- Housing placement and exit data

HSOC and/or HOT will provide regular data updates including:

- Inhabited vehicle count in the area
- Outreach attempts and service/placement offers
- Encampment resolution information

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Executive Director

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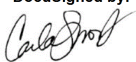
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William Scott

Chief of Police

San Francisco Police Department

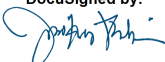
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Carla Short  
Interim Director  
San Francisco Public Works

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Jeffrey Tumlin  
Director of Transportation  
San Francisco Municipal Transportation Agency

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:  
STATE OF CALIFORNIA  
California State Lands Commission  
Attn: Title Unit  
100 Howe Avenue, Suite 100-South  
Sacramento, CA 95825-8202

**STATE OF CALIFORNIA**  
**OFFICIAL BUSINESS**  
Document entitled to free recordation  
pursuant to Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N.  
County: San Francisco

W 26279

**LEASE NO. PRC 6414.9**

This Lease consists of this summary and the following attached and incorporated parts:

Section 1	Basic Provisions
Section 2	Special Provisions Amending or Supplementing Section 1 or 3
Section 3	Land Description
Section 4	General Provisions

**SECTION 1**

**BASIC PROVISIONS**

**THE STATE OF CALIFORNIA**, hereinafter referred to as Lessor acting by and through the **CALIFORNIA STATE LANDS COMMISSION** (100 Howe Avenue, Suite 100-South, Sacramento, California 95825-8202), pursuant to Division 6 of the Public Resources Code and Title 2, Division 3 of the California Code of Regulations, and for consideration specified in this Lease, does hereby lease, demise, and let to **STATE OF CALIFORNIA, acting by and through the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION**, hereinafter referred to as Lessee, those certain lands described in Exhibit A hereinafter referred to as Lease Premises, subject to the reservations, terms, covenants, and conditions of this Lease.

**MAILING ADDRESS:** P.O. Box 942896  
Sacramento, CA 94296

**LEASE TYPE:** General Lease – Public Agency Use

**LAND TYPE:** Filled and Unfilled Sovereign Lands

**LOCATION:** Candlestick Park, City and County of San Francisco, as described in Exhibit A attached and by this reference made a part hereof.

**LAND USE OR PURPOSE:** Public Recreation Uses at Candlestick State Park Recreation Area and Restoration and Remediation of Yosemite Slough

**TERM:** 66 years; beginning July 1, 2014; ending June 30, 2080, unless sooner terminated as provided under this Lease.

**CONSIDERATION:** The public use and benefit, with the California State Lands Commission reserving the right at any time to set a monetary benefit if it finds such action to be in the State's best interest. Subject to modification by Lessor as specified in Paragraph 2(b) of Section 3 - General Provisions.

**AUTHORIZED IMPROVEMENTS:**

- 1) **EXISTING OR PROPOSED:** Open Space and Recreational Use, including but not limited to, Hiking, Jogging and Bicycle Trails, Group Picnic Areas, Wind Surfing Facilities, Boating Center, Piers, Sand Beach, Quiet Areas, Boat Access Facilities, Concessions and Service Area(s)
- 2) **ONGOING ACTIVITY:** Restoration and Remediation of Yosemite Slough marsh and upland habitats

**LIABILITY INSURANCE:** Not Applicable

**SURETY BOND OR OTHER SECURITY:** Not Applicable

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**SECTION 2  
SPECIAL PROVISIONS**

**BEFORE THE EXECUTION OF THIS LEASE, ITS PROVISIONS ARE AMENDED, REVISED, OR SUPPLEMENTED AS FOLLOWS:**

1. Lease term will become effective immediately upon acquisition of property by the Lessor at close of escrow pursuant to terms of Exchange Agreement AD 557.
2. Lessor will consult with Lessee upon receipt of an application for any lease that may encroach onto Lessee's lease premises.
3. Lessee will execute a lease quitclaim deed in favor of the Lessor when a portion of the leased premises is to be conveyed to the San Francisco Redevelopment Agency (now Office of

Community Investment and Infrastructure (OCII) pursuant to the terms of the Candlestick Point State Recreation Area Reconfiguration Improvement and Transfer Agreement.

4. Lessee and State Parks and Recreation Commission have adopted the Candlestick State Park Recreation Area General Plan. Lessee has consulted with Lessor during the revision process.
5. Lessee shall not add or construct additional facilities, structures, or improvements to the Lease Premises without prior authorization from the Lessor.
6. Lessee shall not utilize lease premises for income producing uses without the prior approval of the Lessor.
  - A. Lessor reserves the right to amend the lease and charge an annual rent for any portion of the lease premises that produces income to the Lessee.
7. For the restoration and remediation of YOSEMITE SLOUGH
  - A. Lessee has previously provided Lessor, for Lessor's review and comment, a copy of the Lessee's "Project Manual" (including Appendices and Addendums) that provides detailed Project Plans and Specifications (for Phase I) and other pertinent project information.
  - B. Lessee's prior submittal to Lessor of the Project Manual constitutes Lessee's notification of Lessee's intent to commence construction activities as soon as Lessor's review is completed; not later than March 31, 2011.
  - C. Phase I works has been completed.
  - D. For Phase II work, within ten (10) calendar days of the "Notice to Proceed" for the commencement of any remediation or restoration construction activities, Lessee shall provide to Lessor a copy of a Critical Path Method (CPM) Project Work Schedule showing all significant work activities that will take place during the course of the project. Lessee will provided Lessor, for Lessor's review and comment, a copy of the Lessee's "Project Manual" (including Appendices and Addendums) that provides detailed Project Plans and Specifications and other pertinent project information.
  - E. All activities shall be carried out in accordance with all local, State, and Federal permits and applicable safety regulations.
  - F. Within 60 days of completing the authorized activities, Lessee will provide Lessor with photographs and a set of "as-built" plans that will show where any improvements have been placed.
  - G. Any equipment to be used on the Lease Premises is limited to that which is directly required to perform the authorized use and shall not include any equipment that may cause damage to the Lease Premises or on other lands subject to Lessor's jurisdiction.
  - H. No refueling, repairs, or maintenance of vehicles or equipment will take place on the Lease Premises or on lands subject to Lessor's jurisdiction.
  - I. If barges or vessels are used for the restoration of Yosemite Slough, then Lessee shall maintain a logbook on all work vessels during work within the Lease Premises utilized in operations conducted under this Lease to keep track of all debris created by objects of any kind that may fall into the water. The logbook should include the type of debris, date, time and location to facilitate identification and location of debris for recovery and site clearance verification. All debris shall be promptly removed from the Lease Premises

**IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF SECTION 2 AND SECTION 4 OF THIS LEASE, THE PROVISIONS OF SECTION 2 SHALL PREVAIL.**

### SECTION 3

#### DESCRIPTION OF LEASE PREMISES

##### CP State Park Site Public Trust Parcel 1

All that certain real property, including tide lands and submerged lands, whether filled or unfilled, situate in the City and County of San Francisco, State of California, and being all or portions of Blocks, 463, 489, 490, 617, 804, 805, 806, 807, 810, 811, 825, 826, 830, 831, 843, 844, 848, 854, 857, 860, 863, 864, 865, 866, 867, 869, 870, 871, 872, 873, 874, 875, 877, 878, 880, 881, 882, 883, 885, 887 and 890,

TOGETHER WITH portions of Yosemite Avenue (Formerly 24<sup>th</sup> Avenue), Armstrong Avenue (Formerly 25<sup>th</sup> Avenue), Bancroft Avenue (Formerly 26<sup>th</sup> Avenue), Carroll Avenue (Formerly 27<sup>th</sup> Avenue), Donner Avenue (Formerly 28<sup>th</sup> Avenue), Egbert Avenue (Formerly 29<sup>th</sup> Avenue), Fitzgerald Avenue (Formerly 30<sup>th</sup> Avenue), Gilman Avenue (Formerly 31<sup>st</sup> Avenue), Hollister Avenue (Formerly 32<sup>nd</sup> Avenue), Ingerson Avenue (Formerly 33<sup>rd</sup> Avenue), Jamestown Avenue (Formerly 34<sup>th</sup> Avenue), Key Avenue (Formerly 35<sup>th</sup> Avenue), Le Conte Avenue (Formerly 36<sup>th</sup> Avenue), Mead Avenue (Formerly 37<sup>th</sup> Avenue), Nelson Avenue (Formerly 38<sup>th</sup> Avenue), Olney Avenue (Formerly 39<sup>th</sup> Avenue), Pulaski Avenue (Formerly 40<sup>th</sup> Avenue), Quebec Avenue (Formerly 41<sup>st</sup> Avenue), Richter Avenue (Formerly 42<sup>nd</sup> Avenue), Sampson Avenue (Formerly 43<sup>rd</sup> Avenue), Tovar Avenue (Formerly 44<sup>th</sup> Avenue), Hawes Street (Formerly H Street), Griffith Street (Formerly G Street), Arelious Walker Drive (Formerly F Street), Earl Street (Formerly E Street), Donahue Street (Formerly D Street), Coleman Street (Formerly C Street), Boalt Street (Formerly B Street), Alvord Street (Formerly A Street), Ship Street and Dock Street, as said blocks, avenues and streets are designated and shown on that certain map entitled "Map of the Salt Marsh and Tide Lands and Lands Lying Under Water South of Second Street and Situate in the City and County Of San Francisco" approved by the Board of Tide Land Commissioners March 19, 1869 and filed in Map Book W at Pages 46-47, Document Number X45805, in the office of the Recorder of said City and County,

TOGETHER WITH portions of Yosemite Avenue (Formerly 24<sup>th</sup> Avenue) as said avenue is designated and shown on that certain map entitled "Property of the Bay View Homestead Association", filed June 18, 1872 in Parcel Map Book "C" and "D", Page 3 in the office of said Recorder and

ALL as located by Record of Survey 7753 filed in Book EE of Survey Maps at Pages 232 to 248 in the office of the Recorder of the City and County of San Francisco, described as follows:

BEGINNING at the intersection of the southwesterly line of said Yosemite Avenue with the southeasterly line of Ingalls Street;

thence along said southwesterly line South 53°17'46" East, 370.33 feet to the Agreed 1869 Ordinary High Water Mark described in Exhibit 25 to that certain Hunters Point Shipyard/Candlestick Point Title Settlement, Public Trust Exchange and Boundary Line



Agreement recorded in Book K425, Page 180, Document No. J206009-00, as corrected, in the office of said Recorder, the TRUE POINT OF BEGINNING;

thence in a generally northwesterly direction along said Agreed 1869 Ordinary High Water Mark 58.15 feet, more or less, to the mean high tide line of Yosemite Slough;

thence, along said mean high tide line of Yosemite Slough, with all its sinuosities, in the following general direction and distance:

- (1) southeasterly 1,500 feet, more or less, along the mean high tide line of San Francisco Bay;

thence, along said mean high tide line of San Francisco Bay, with all its sinuosities, in the following seven (7) general directions and distances:

- (1) southwesterly 600 feet, more or less,
- (2) southeasterly 2,700 feet, more or less,
- (3) southwesterly 2,200 feet, more or less,
- (4) southeasterly 1,000 feet, more or less,
- (5) northeasterly 700 feet, more or less,
- (6) southeasterly 700 feet, more or less, and
- (7) westerly 450 feet, more or less, to the county line between San Mateo County and said City and County of San Francisco;

thence, westerly along said county line 124 feet, more or less, to said mean high tide line of San Francisco Bay;

thence, along said mean high tide line, with all its sinuosities, in a generally westerly direction 5,000 feet, more or less, to said county line;

thence along said county line North  $88^{\circ}57'52''$  West, 49.19 feet, more or less, to the southeasterly boundary of Harney Way as designated and shown on that certain Map entitled "Map Showing the Opening of Harney Way from Jamestown to County Line" prepared by San Francisco Department of Public Works as Map T-17-18, filed in Book U of Maps at Pages 64 and 65 under Document No. N63258, in the office of said Recorder;

thence along said southeasterly boundary the following seven (7) courses:

- (1) North  $45^{\circ}49'36''$  East 538.74 feet,
- (2) North  $45^{\circ}49'36''$  East 295.10 feet,
- (3) along a tangent curve to the right, concave southeasterly, having a radius of 360.00 feet, through a central angle of  $41^{\circ}03'15''$ , an arc distance of 257.95 feet,
- (4) North  $86^{\circ}52'51''$  East 484.12 feet,
- (5) along a tangent curve to the left, concave northwesterly, having a radius of 440.00 feet, through a central angle of  $16^{\circ}27'53''$ , an arc distance of 126.44 feet,
- (6) North  $70^{\circ}24'58''$  East 547.16 feet, and
- (7) along a tangent curve to the right, concave southerly, having a radius of 92.00 feet, through a central angle of  $36^{\circ}59'34''$ , an arc distance of 59.40 feet to the southerly line of Jamestown Avenue as said Avenue is designated and shown on "Map

Showing the Widening and Extension of Jamestown Avenue from Hunters Point Expressway to Redondo Street" prepared by San Francisco Department of Public Works as Map T-17-16, filed in Map Book U, Pages 60-63, in the office of said Recorder;

thence along the southwesterly line of said Jamestown Avenue South  $41^{\circ}49'12''$  East 52.49 feet to a point from which survey control monument "Candlestick" described hereafter in the Basis of Bearing, bears South  $51^{\circ}20'36''$  West 2701.51 feet;

thence leaving said southwesterly line of Jamestown Avenue South  $70^{\circ}28'01''$  West 79.80 feet;

thence North  $19^{\circ}31'59''$  West 13.92 feet;

thence southwesterly along a line running nearly parallel with and 35.00 feet distant southeasterly from the southerly line of Harney Way as said southerly line is designated and shown on that certain map entitled "Map Showing the Widening of Harney Way from Jamestown Avenue to Alana Way" prepared by San Francisco Department of Public Works as Map T-29-63, filed May 9, 1979 in Book X of Maps at Pages 4 and 5, under Document No. B099873, in the office of said Recorder the following two (2) courses:

- (1) South  $70^{\circ}26'55''$  West 543.19 feet, and
- (2) along a tangent curve to the right, concave northwesterly, having a radius of 492.00 feet, through a central angle of  $16^{\circ}27'53''$ , an arc distance of 141.38 feet;

thence South  $86^{\circ}54'48''$  West 260.68 feet;

thence South  $88^{\circ}55'05''$  West 227.49 feet;

thence South  $01^{\circ}31'59''$  West 17.03 feet;

thence from a tangent which bears North  $88^{\circ}28'01''$  West along a non-tangent curve to the left, concave southeasterly, having a radius of 300.00 feet, through a central angle of  $18^{\circ}32'51''$ , an arc distance of 97.11 feet;

thence North  $17^{\circ}00'52''$  West 16.72 feet;

thence from a tangent which bears South  $72^{\circ}59'08''$  West, along a curve to the left, concave southeasterly, having a radius of 500.00 feet, through a central angle of  $20^{\circ}19'52''$ , an arc distance of 177.42 feet;

thence the following fifteen (15) courses:

- (1) South  $56^{\circ}53'02''$  East 282.67 feet,
- (2) North  $66^{\circ}15'15''$  East 89.60 feet,
- (3) North  $45^{\circ}25'04''$  East 85.86 feet,
- (4) North  $70^{\circ}06'35''$  East 121.71 feet,
- (5) South  $60^{\circ}39'53''$  East 88.05 feet,
- (6) South  $43^{\circ}15'05''$  East 119.42 feet,
- (7) South  $63^{\circ}50'44''$  East 133.57 feet,
- (8) South  $54^{\circ}07'51''$  East 43.39 feet,
- (9) South  $50^{\circ}45'14''$  East 148.74 feet,
- (10) North  $63^{\circ}31'31''$  East 102.86 feet,
- (11) North  $36^{\circ}20'30''$  East 235.12 feet,

- (12) North 59°53'58" East 233.55 feet,
- (13) North 73°48'12" East 214.43 feet,
- (14) South 85°22'26" East 87.38 feet, and
- (15) South 52°58'06" East 213.15 feet to a point on the southwesterly line of Jamestown Avenue as shown on Sheet 1 of 4 of the "Map Showing the Widening and Extension of Jamestown Avenue from Hunters Point Expressway to Redondo Street" prepared by San Francisco Department of Public Works as Map T-17-16, filed in Book "U" of Maps at Pages 60 through 63 under Document No. N63257 in the office of said Recorder;

thence along said southwesterly boundary of Jamestown from a tangent which bears South 41°49'29" East, along a non-tangent curve to the left, concave northeasterly, having a radius of 700.00 feet, through a central angle of 46°38'45" an arc distance of 569.89 feet;

thence continuing along said boundary and its easterly prolongation South 89°05'08" East 459.73 feet to a point from which said survey control monument "Candlestick" bears South 72°38'54" West 3581.73 feet;

thence along the following seven (7) courses:

- (1) South 52°04'06" East 60.57 feet,
- (2) North 77°30'04" East 56.70 feet,
- (3) North 88°03'07" East 105.18 feet,
- (4) South 83°52'07" East 152.76 feet,
- (5) North 58°35'30" East 54.42 feet,
- (6) North 03°29'53" West 712.73 feet, and
- (7) North 41°59'03" West 355.50 feet to a point on the easterly line of Hunters Point Expressway as shown by the "Map Showing The Opening Of Hunters Point Expressway From Gilman Avenue to County Line" prepared by San Francisco Department of Public Works as Map T-17-17, a copy of which is filed in Map Book U, Page 59, Document N63256 in the Office of the Recorder, from which survey control monument "Candlestick" described hereafter in the Basis of Bearing, bears South 60°08'29" West 4086.48 feet;

thence along said easterly line of Hunters Point Expressway North 00°54'52" East 300.69 feet to a point from which said survey control monument "Candlestick" bears South 56°39'17" West 4248.18 feet;

thence leaving last said easterly line and along the following fourteen (14) courses:

- (1) South 53°18'15" East 483.66 feet,
- (2) North 28°29'56" East 181.75 feet,
- (3) North 33°06'40" East 343.27 feet,
- (4) North 20°18'03" East 267.80 feet,
- (5) North 26°20'05" East 149.63 feet,
- (6) North 68°45'03" East 206.80 feet,

- (7) North 39°58'07" East 215.81 feet,
- (8) North 09°36'28" East 234.06 feet,
- (9) North 12°33'35" West 161.50 feet,
- (10) North 29°00'46" West 209.96 feet,
- (11) North 43°26'10" West 139.81 feet,
- (12) North 50°22'41" West 36.37 feet to a point from which said survey control monument "Candlestick" bears South 49°34'30" West 5884.36 feet,
- (13) South 48°00'38" West 806.04 feet, and
- (14) South 47°59'55" West 419.15 feet to the northeasterly line of said Gilman Avenue;

thence along said Gilman Avenue North 53°18'15" West 323.29 feet to the southeasterly line of said Donahue Street;

thence along said Donahue Street North 36°41'45" East 1109.28 feet to a point from which said survey control monument "Candlestick" bears South 44°14'42" West 5693.55 feet;

thence the following nineteen (19) courses:

- (1) North 00°45'03" West 250.78 feet,
- (2) North 53°19'14" West 96.45 feet,
- (3) South 65°07'25" West 168.91 feet,
- (4) North 53°18'15" West 173.94 feet,
- (5) North 25°19'23" West 117.62 feet,
- (6) North 42°34'38" West 75.09 feet,
- (7) North 24°48'20" West 87.64 feet,
- (8) North 53°18'15" West 351.99 feet,
- (9) North 66°56'28" West 177.17 feet,
- (10) North 53°18'15" West 0.74 feet,
- (11) North 43°48'13" West 15.61 feet,
- (12) North 31°47'46" West 17.73 feet,
- (13) North 34°54'42" West 37.11 feet,
- (14) North 11°34'22" West 28.96 feet,
- (15) North 37°09'59" West 6.16 feet,
- (16) North 05°05'26" West 173.61 feet,
- (17) North 29°54'22" East 201.41 feet,
- (18) North 24°22'08" East 263.40 feet, and
- (19) North 53°19'18" West 418.68 feet to the southeasterly line of said Griffith Street, from which point said survey control monument "Candlestick" bears South 25°41'03" West 6512.26 feet;

thence North 36°42'03" East 22.67 feet along said southeasterly line to the southwesterly line of Yosemite Avenue;

thence along said southwesterly line North 53°17'46" West 957.87 feet to the TRUE POINT OF BEGINNING as located by Record of Survey 7753 filed in Book \_\_\_\_ of Survey Maps at Pages \_\_\_\_ to \_\_\_\_ in the office of the Recorder of the City and County of San Francisco.

BASIS OF BEARING of this description is North 37° 08' 31" East between found monuments designated and shown on that certain Record of Survey 7753 filed in Book \_\_\_\_ of Maps at Pages \_\_\_\_ in the Office of the City and County of San Francisco Recorder as points "CANDLESTICK" (HPGN D CA 04 GF, PID-AB7679, EPOCH 1991.35) and "US Navy Monument", a brass disk located at Innes Avenue and Earl Street with coordinates Northing 2,093,622.933 feet and Easting 6,020,345.522 feet.

DISTANCES in this description are U.S. Survey feet and decimals thereof and are "Ground" measurements per Survey Control Note No. 4 as shown on Sheet 3 and Survey General note 1 of said Record of Survey.

Unless otherwise noted herein all street citations are based upon that certain map entitled "Map of Lands Transferred in Trust to the City and County of San Francisco" as approved by the State Land Commission on October 29, 1975 and March 25, 1976 on file in Liber C169 pages 573 to 664, Document Number Y 88209 dated September 1974 and said map filed in Map Book W Pages 66 to 72 inclusive in the office of the Recorder of said City and County of San Francisco.

#### **CP State Park Site Public Trust Parcel 2**

All that certain real property, including tide lands and submerged lands, whether filled or unfilled, situate in the City and County of San Francisco, State of California, and being all or portions of Blocks 431, 432, and 458,

TOGETHER WITH portions of Underwood Avenue (Formerly 21<sup>st</sup> Avenue), Van Dyke Avenue (Formerly 22<sup>nd</sup> Avenue), Wallace Avenue (Formerly 23<sup>rd</sup> Avenue), Hawes Street (Formerly H Street), Griffith Street (Formerly G Street), Arelious Walker Drive (Formerly F Street), , as said blocks, avenues and streets are designated and shown on that certain map entitled "Map of the Salt Marsh and Tide Lands and Lands Lying Under Water South of Second Street and Situate in the City and County Of San Francisco" approved by the Board of Tide Land Commissioners March 19, 1869 and filed in Map Book W at Pages 46-47, Document Number X45805, in the office of the Recorder of said City and County,

TOGETHER WITH portions of Wallace Avenue (Formerly 23<sup>rd</sup> Avenue) as said avenue is designated and shown on that certain map entitled "Property of the Bay View Homestead Association", filed June 18, 1872 in Parcel Map Book "C" and "D", Page 3 in the office of said Recorder and

ALL as located by Record of Survey 7753 filed in Book EE of Survey Maps at Pages 232 to 244 in the office of the Recorder of the City and County of San Francisco, described as follows:

BEGINNING at the intersection of the northeasterly line of said Underwood Avenue with the northwesterly line of said Arelious Walker Drive;

thence along said northeasterly line South 53°18'04" East, 64.00 feet to the southeasterly line of said Arelious Walker Drive;

thence South 36°42'02" West, 562.57 feet along the southeasterly line of said Arelious Walker Drive to the mean high tide line of Yosemite Slough;

thence, along said mean high tide line of Yosemite Slough, with all its sinuosities, in the following two (2) general directions and distances:

- (1) northwesterly 1,600 feet, more or less, and
- (2) southwesterly 200 feet, more or less, to the intersection of the mean high tide line of San Francisco Bay with

the Agreed 1869 Ordinary High Water Mark described in Exhibit 25 to that certain Hunters Point Shipyard/Candlestick Point Title Settlement, Public Trust Exchange and Boundary Line Agreement recorded in Book K425, Page 180, Document No. J206009, as corrected, in the office of said Recorder;

thence in a generally northwesterly direction along said Agreed 1869 Ordinary High Water Mark 13 feet, more or less, to the northeasterly line of said Yosemite Avenue;

thence along said northeasterly line North 53°17'46" West 94.27 feet to a point 205.02 feet southeasterly of, measured along last said northeasterly line from said Ingalls Street;

thence North 36°41'41" East 200.08 feet to the southwesterly line of said Wallace Avenue to a point 205.02 feet southeasterly of, measured along last said southwesterly line, said Ingalls Street;

thence along said southwesterly line South 53°17'46" East 52.82 feet to said Agreed 1869 Ordinary High Water;

thence in a generally southeasterly direction along said Agreed 1869 Ordinary High Water Mark 277 feet, more or less, to the northeasterly line of said Wallace Avenue;

thence along said northeasterly line South 53°17'46" East 181.42 to the southeasterly line of said Hawes Street;

thence along said southeasterly line North 36°41'39" East 27.63 feet;

thence South 53°19'18" East 587.79 feet;

thence South 03°34'00" West 22.28 feet;

thence along the following four (4) courses:

- (1) South 52°20'04" East 172.46 feet,
- (2) South 52°08'03" East 134.28 feet,
- (3) South 56°23'09" East 220.08 feet, and
- (4) South 83°01'52" East 158.51 feet to the northwesterly line of said Arelious Walker Drive;

thence along said northwesterly line North 36°42'02" East 466.38 feet to the northeasterly line of Underwood Avenue and the POINT OF BEGINNING as located by Record of Survey 7753 filed in Book EE of Survey Maps at Pages 232 to 248 in the office of the Recorder of the City and County of San Francisco.

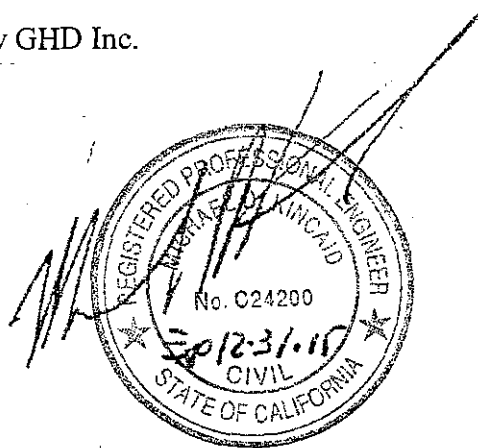
BASIS OF BEARING of this description is North  $37^{\circ} 08' 31''$  East between found monuments designated and shown on that certain Record of Survey 7753 filed in Book \_\_\_\_\_ of Maps at Pages \_\_\_\_\_ in the Office of the City and County of San Francisco Recorder as points "CANDLESTICK" (HPGN D CA 04 GF, PID-AB7679, EPOCH 1991.35) and "US Navy Monument", a brass disk located at Innes Avenue and Earl Street with coordinates Northing 2,093,622.933 feet and Easting 6,020,345.522 feet.

DISTANCES in this description are U.S. Survey feet and decimals thereof and are "Ground" measurements per Survey Control Note No: 4 as shown on Sheet 3 and Survey General note 1 of said Record of Survey.

Unless otherwise noted herein all street citations are based upon that certain map entitled "Map of Lands Transferred in Trust to the City and County of San Francisco" as approved by the State Land Commission on October 29, 1975 and March 25, 1976 on file in Liber C169 pages 573 to 664, Document Number Y 88209 dated September 1974 and said map filed in Map Book W Pages 66 to 72 inclusive in the office of the Recorder of said City and County of San Francisco.

END OF DESCRIPTION

This description was prepared by GHD Inc.



7.18.19

## SECTION 4

### GENERAL PROVISIONS

#### 1. GENERAL

These provisions are applicable to all leases, permits, rights-of-way, easements, or licenses or other interests in real property conveyed by the State Lands Commission.

#### 2. CONSIDERATION

##### (a) Categories

###### (1) Rental

Lessee shall pay the annual rental as stated in this Lease to Lessor without deduction, delay, or offset, on or before the beginning date of this Lease and on or before each anniversary of its beginning date during each year of the Lease term.

###### (2) Non-Monetary Consideration

If the consideration to Lessor for this Lease is the public use, benefit, health, or safety, Lessor shall have the right to review such consideration at any time and set a monetary rental if the State Lands Commission, at its sole discretion, determines that such action is in the best interest of the State.

##### (b) Modification

Lessor may modify the method, amount, or rate of consideration effective on each fifth anniversary of the beginning date of this Lease. Should Lessor fail to exercise such right effective on any fifth anniversary it may do so effective on any one (1) of the next four (4) anniversaries following such fifth anniversary, without prejudice to its right to effect such modification on the next or any succeeding fifth anniversary. No such modification shall become effective unless Lessee is given at least thirty (30) days notice prior to the effective date.

##### (c) Penalty and Interest

Any installments of rental accruing under this Lease not paid when due shall be subject to a penalty and shall bear interest as specified in Public Resources Code Section 6224 and the Lessor's then existing administrative regulations governing penalty and interest.

#### 3. BOUNDARIES

This Lease is not intended to establish the State's boundaries and is made without prejudice to either party regarding any boundary claims which may be asserted presently or in the future.

#### 4. LAND USE

##### (a) General

Lessee shall use the Lease Premises only for the purpose or purposes stated in this Lease and only for the operation and maintenance of the improvements expressly authorized in this Lease. Lessee shall commence use of the Lease Premises within ninety (90) days of the beginning date of this Lease or within ninety (90) days of the date set for construction to commence as set forth in this Lease, whichever is later. Lessee shall notify Lessor within ten (10) days after

commencing the construction of authorized improvements and within sixty (60) days after completing them. Lessee's discontinuance of such use for a period of ninety (90) days shall be conclusively presumed to be an abandonment.

##### (b) Continuous Use

Lessee's use of the Lease Premises shall be continuous from commencement of the Lease until its expiration.

##### (c) Repairs and Maintenance

Lessee shall, at its own expense, keep and maintain the Lease Premises and all improvements in good order and repair and in safe condition. Lessor shall have no obligation for such repair and maintenance.

##### (d) Additions, Alterations, and Removal

(1) Additions - No improvements other than those expressly authorized in this Lease shall be constructed by the Lessee on the Lease Premises without the prior written consent of Lessor.

(2) Alteration or Removal - Except as provided under this Lease, no alteration or removal of improvements on or natural features of the Lease Premises shall be undertaken without the prior written consent of Lessor.

##### (e) Conservation

Lessee shall practice conservation of water, energy, and other natural resources and shall prevent pollution and harm to the environment. Lessee shall not violate any law or regulation whose purpose is to conserve resources or to protect the environment. Violation of this section shall constitute grounds for termination of the Lease. Lessor, by its executive officer, shall notify Lessee, when in his or her opinion, Lessee has violated the provisions of this section and Lessee shall respond and discontinue the conduct or remedy the condition within 30 days.

##### (f) Toxics

Lessee shall not manufacture or generate hazardous wastes on the Lease Premises unless specifically authorized under other terms of this Lease. Lessee shall be fully responsible for any hazardous wastes, substances or materials as defined under federal, state or local law, regulation, or ordinance that are manufactured, generated, used, placed, disposed, stored, or transported on the Lease Premises during the Lease term and shall comply with and be bound by all applicable provisions of such federal, state or local law, regulation or ordinance dealing with such wastes, substances or materials. Lessee shall notify Lessor and the appropriate governmental emergency response agency(ies) immediately in the event of any release or threatened release of any such wastes, substances, or materials.

##### (g) Enjoyment

Subject to the provisions of paragraph 5 (a) (2) below, nothing in this Lease shall preclude Lessee from excluding



persons from the Lease Premises when their presence or activity constitutes a material interference with Lessee's use and enjoyment of the Lease Premises as provided under this Lease.

**(h) Discrimination**

Lessee in its use of the Lease Premises shall not discriminate against any person or class of persons on the basis of race, color, creed, religion, national origin, sex, age, or handicap.

**(i) Residential Use**

No portion of the Lease Premises shall be used as a location for a residence or for the purpose of mooring a structure which is used as a residence. For purposes of this Lease, a residence or floating residence includes but is not limited to boats, barges, houseboats, trailers, cabins, or combinations of such facilities or other such structures which provide overnight accommodations to the Lessee or others.

**5. RESERVATIONS, ENCUMBRANCES, AND RIGHTS-OF-WAY**

**(a) Reservations**

- (1) Lessor expressly reserves all natural resources in or on the Lease Premises, including but not limited to timber and minerals as defined under Public Resources Code Sections 6401 and 6407, as well as the right to grant leases in and over the Lease Premises for the extraction of such natural resources; however, such leasing shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.
- (2) Lessor expressly reserves a right to go on the Lease Premises and all improvements for any purpose associated with this Lease or for carrying out any function required by law, or the rules, regulations or management policies of the State Lands Commission. Lessor shall have a right of reasonable access to the Lease Premises across Lessee owned or occupied lands adjacent to the Lease Premises for any purpose associated with this Lease.
- (3) Lessor expressly reserves to the public an easement for convenient access across the Lease Premises to other State-owned lands located near or adjacent to the Lease Premises and a right of reasonable passage across and along any right-of-way granted by this Lease; however, such easement or right-of-way shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.
- (4) Lessor expressly reserves the right to lease, convey, or encumber the Lease Premises, in whole or in part, during the Lease term for any purpose not inconsistent or incompatible with the rights or privileges of Lessee under this Lease.

**(b) Encumbrances**

This Lease may be subject to pre-existing contracts, leases, licenses, easements, encumbrances, and claims and is made without warranty by Lessor of title, condition, or fitness of the land for the stated or intended purpose.

**6. RULES, REGULATIONS, AND TAXES**

(a) Lessee shall comply with and be bound by all presently existing or subsequently enacted rules, regulations, statutes or ordinances of the State Lands Commission or any other governmental agency or entity having lawful authority and jurisdiction.

(b) Lessee understands and agrees that a necessary condition for the granting and continued existence of this Lease is that Lessee obtains and maintains all permits or other entitlements.

(c) Lessee accepts responsibility for and agrees to pay any and all possessory interest taxes, assessments, user fees or service charges imposed on or associated with the leasehold interest, improvements or the Lease Premises, and such payment shall not reduce rental due Lessor under this Lease and Lessor shall have no liability for such payment.

**7. INDEMNITY**

(a) Lessor shall not be liable and Lessee shall indemnify, hold harmless and, at the option of Lessor, defend Lessor, its officers, agents, and employees against and for any and all liability, claims, damages or injuries of any kind and from any cause, arising out of or connected in any way with the issuance, enjoyment or breach of this Lease or Lessee's use of the Lease Premises except for any such liability, claims, damage or injury solely caused by the negligence of Lessor, its officers, agents and employees.

(b) Lessee shall notify Lessor immediately in case of any accident, injury, or casualty on the Lease Premises.

**8. INSURANCE**

(a) Lessee shall obtain and maintain in full force and effect during the term of this Lease comprehensive general liability insurance and property damage insurance, with such coverage and limits as may be reasonably requested by Lessor from time to time, but in no event for less than the sum(s) specified, insuring Lessee and Lessor against any and all claims or liability arising out of the ownership, use, occupancy, condition or maintenance of the Lease Premises and all improvements.

(b) The insurance policy or policies shall name the State of California, its officers, employees and volunteers as insureds as to the Lease Premises and shall identify the Lease by its assigned number. Lessee shall provide Lessor with a certificate of such insurance and shall keep such certificate current. The policy (or endorsement) must provide that the insurer will not cancel the insured's coverage without thirty

(30) days prior written notice to Lessor. Lessor will not be responsible for any premiums or other assessments on the policy. The coverage provided by the insured (Lessee) shall be primary and non-contributing.

(c) The insurance coverage specified in this Lease shall be in effect at all times during the Lease term and subsequently until all of the Lease Premises have been either accepted as improved, by Lessor, or restored by Lessee as provided elsewhere in this Lease.

#### 9. SURETY BOND

(a) Lessee shall provide a surety bond or other security device acceptable to Lessor, for the specified amount, and naming the State of California as the assured, to guarantee to Lessor the faithful observance and performance by Lessee of all of the terms, covenants, and conditions of this Lease.

(b) Lessor may require an increase in the amount of the surety bond or other security device to cover any additionally authorized improvements, alterations or purposes and any modification of consideration.

(c) The surety bond or other security device shall be maintained in full force and effect at all times during the Lease term and subsequently until all of the Lease Premises have been either accepted as improved, by Lessor, or restored by Lessee as provided elsewhere in this Lease.

#### 10. ASSIGNMENT, ENCUMBRANCING OR SUBLETTING

(a) Lessee shall not either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease and shall not sublet the Lease Premises, in whole or in part, or allow any person other than the Lessee's employees, agents, servants and invitees to occupy or use all or any portion of the Lease Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

(b) The following shall be deemed to be an assignment or transfer within the meaning of this Lease:

(1) If Lessee is a corporation, any dissolution, merger, consolidation or other reorganization of Lessee or sale or other transfer of a percentage of capital stock of Lessee which results in a change of controlling persons, or the sale or other transfer of substantially all the assets of Lessee;

(2) If Lessee is a partnership, a transfer of any interest of a general partner, a withdrawal of any general partner from the partnership, or the dissolution of the partnership.

(c) If this Lease is for sovereign lands, it shall be appurtenant to adjoining littoral or riparian land and Lessee shall not transfer or assign its ownership interest or use rights in such adjoining lands separately from the leasehold rights granted herein without the prior written consent of Lessor.

(d) If Lessee desires to assign, sublet, encumber or otherwise transfer all or any portion of the Lease Premises, Lessee shall do all of the following:

(1) Give prior written notice to Lessor;

(2) Provide the name and complete business organization and operational structure of the proposed assignee, sublessee, secured third party, or other transferee; and the nature of the use of and interest in the Lease Premises proposed by the assignee, sublessee, secured third party or other transferee. If the proposed assignee, sublessee, or secured third party is a general or limited partnership, or a joint venture, provide a copy of the partnership agreement or joint venture agreement, as applicable;

(3) Provide the terms and conditions of the proposed assignment, sublease, or encumbrance or other transfer;

(4) Provide audited financial statements for the two most recently completed fiscal years of the proposed assignee, sublessee, secured party or other transferee; and provide pro forma financial statements showing the projected income, expense and financial condition resulting from use of the Lease Premises; and

(5) Provide such additional or supplemental information as Lessor may reasonably request concerning the proposed assignee, sublessee, secured party or other transferee.

Lessor will evaluate proposed assignees, sublessees, secured third parties and other transferees and grant approval or disapproval according to standards of commercial reasonableness considering the following factors within the context of the proposed use: the proposed party's financial strength and reliability, their business experience and expertise, their personal and business reputation, their managerial and operational skills, their proposed use and projected rental, as well as other relevant factors.

(e) Lessor shall have a reasonable period of time from the receipt of all documents and other information required under this provision to grant or deny its approval of the proposed party.

(f) Lessee's mortgage or hypothecation of this Lease, if approved by Lessor, shall be subject to terms and conditions found in a separately drafted standard form (Agreement and Consent to Encumbrancing of Lease) available from Lessor upon request.

(g) Upon the express written assumption of all obligations and duties under this Lease by an assignee approved by Lessor, the Lessee may be released from all liability under this Lease arising after the effective date of assignment and not associated with Lessee's use, possession or occupation of

or activities on the Lease Premises; except as to any hazardous wastes, substances or materials as defined under federal, state or local law, regulation or ordinance manufactured, generated, used, placed, disposed, stored or transported on the Lease Premises.

(h) If the Lessee files a petition or an order for relief is entered against Lessee, under Chapters 7,9,11 or 13 of the Bankruptcy Code (11 USC Sect. 101, et seq.) then the trustee or debtor-in-possession must elect to assume or reject this Lease within sixty (60) days after filing of the petition or appointment of the trustee, or the Lease shall be deemed to have been rejected, and Lessor shall be entitled to immediate possession of the Lease Premises. No assumption or assignment of this Lease shall be effective unless it is in writing and unless the trustee or debtor-in-possession has cured all defaults under this Lease (monetary and non-monetary) or has provided Lessor with adequate assurances (1) that within ten (10) days from the date of such assumption or assignment, all monetary defaults under this Lease will be cured; and (2) that within thirty (30) days from the date of such assumption, all non-monetary defaults under this Lease will be cured; and (3) that all provisions of this Lease will be satisfactorily performed in the future.

## 11. DEFAULT AND REMEDIES

### (a) Default

The occurrence of any one or more of the following events shall immediately and without further notice constitute a default or breach of the Lease by Lessee:

- (1) Lessee's failure to make any payment of rental, royalty, or other consideration as required under this Lease;
- (2) Lessee's failure to obtain or maintain liability insurance or a surety bond or other security device as required under this Lease;
- (3) Lessee's vacation or abandonment of the Lease Premises (including the covenant for continuous use as provided for in paragraph 4) during the Lease term;
- (4) Lessee's failure to obtain and maintain all necessary governmental permits or other entitlements;
- (5) Lessee's failure to comply with all applicable provisions of federal, state or local law, regulation or ordinance dealing with hazardous waste, substances or materials as defined under such law;
- (6) Lessee's Failure to commence to construct and to complete construction of the improvements authorized by this Lease within the time limits specified in this Lease; and/or

- (7) Lessee's failure to comply with applicable provisions of federal, state or local laws or ordinances relating to issues of Health and Safety, or whose purpose is to conserve resources or to protect the environment.

(b) Lessee's failure to observe or perform any other term, covenant or condition of this Lease to be observed or performed by the Lessee when such failure shall continue for a period of thirty (30) days after Lessor's giving written notice; however, if the nature of Lessee's default or breach under this paragraph is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in default or breach if Lessee commences such cure within such thirty (30) day period and diligently proceeds with such cure to completion.

### (c) Remedies

In the event of a default or breach by Lessee and Lessee's failure to cure such default or breach, Lessor may at any time and with or without notice do any one or more of the following:

- (1) Re-enter the Lease Premises, remove all persons and property, and repossess and enjoy such premises;
- (2) Terminate this Lease and Lessee's right of possession of the Lease Premises. Such termination shall be effective upon Lessor's giving written notice and upon receipt of such notice, Lessee shall immediately surrender possession of the Lease Premises to Lessor;
- (3) Maintain this Lease in full force and effect and recover any rental, royalty, or other consideration as it becomes due without terminating Lessee's right of possession regardless of whether Lessee shall have abandoned the Lease Premises; and/or
- (4) Exercise any other right or remedy which Lessor may have at law or equity.

## 12. RESTORATION OF LEASE PREMISES

(a) Upon expiration or sooner termination of this Lease, Lessor upon written notice may take title to any or all improvements, including fills, or Lessor may require Lessee to remove all or any such improvements at its sole expense and risk; or Lessor may itself remove or have removed all or any portion of such improvements at Lessee's sole expense. Lessee shall deliver to Lessor such documentation as may be necessary to convey title to such improvements to Lessor free and clear of any liens, mortgages, loans or any other encumbrances.

(b) In removing any such improvements Lessee shall restore the Lease Premises as nearly as possible to the conditions existing prior to their installation or construction.

(c) All plans for and subsequent removal and restoration shall be to the satisfaction of Lessor and shall be completed within ninety (90) days after the expiration or sooner termination of this Lease or after compliance with paragraph 12(d), whichever is the lesser.

(d) In removing any or all the improvements Lessee shall be required to obtain any permits or other governmental approvals as may then be required by lawful authority.

(e) Lessor may at any time during the Lease term require Lessee to conduct at its own expense and by a contractor approved by Lessor an independent environmental site assessment or inspection for the presence or suspected presence of hazardous wastes, substances or materials as defined under federal, state or local law, regulation or ordinance manufactured, generated, used, placed, disposed, stored or transported on the Lease Premises during the term of the Lease. Lessee shall provide the results of the assessment or inspection to Lessor and the appropriate governmental response agency(ies) and shall further be responsible for removing or taking other appropriate remedial action regarding such wastes, substances or materials in accordance with applicable federal, state or local law regulation or ordinance.

### 13. QUITCLAIM

Lessee shall, within ninety (90) days of the expiration or sooner termination of this Lease, execute and deliver to Lessor in a form provided by Lessor a good and sufficient release of all rights under this Lease. Should Lessee fail or refuse to deliver such a release, a written notice by Lessor reciting such failure or refusal shall, from the date of its recordation, be conclusive evidence against Lessee of the termination of this Lease and all other claimants.

### 14. HOLDING-OVER

Any holding-over by Lessee after the expiration of the Lease term, with or without the express or implied consent of Lessor, shall constitute a tenancy from month to month and not an extension of the Lease term and shall be on the terms, covenants, and conditions of this Lease, except that the annual rental then in effect shall be increased by twenty-five percent (25%).

### 15. ADDITIONAL PROVISIONS

#### (a) Waiver

(1) No term, covenant, or condition of this Lease and no default or breach of any such term, covenant or condition shall be deemed to have been waived, by Lessor's acceptance of a late or nonconforming performance or otherwise, unless such a waiver is expressly acknowledged by Lessor in writing.

(2) Any such waiver shall not be deemed to be a waiver of any other term, covenant or condition of any other default or breach of any term, covenant or condition of this Lease.

#### (b) Time

Time is of the essence of this Lease and each and all of its terms, covenants or conditions in which performance is a factor.

#### (c) Notice

All notices required to be given under this Lease shall be given in writing, sent by U.S. Mail with postage prepaid, to Lessor at the offices of the State Lands Commission and the Lessee at the address specified in this Lease. Lessee shall give Lessor notice of any change in its name or address.

#### (d) Consent

Where Lessor's consent is required under this Lease its consent for one transaction or event shall not be deemed to be a consent to any subsequent occurrence of the same or any other transaction or event.

#### (e) Changes

This Lease may be terminated and its term, covenants and conditions amended, revised or supplemented only by mutual written agreement of the parties.

#### (f) Successors

The terms, covenants and conditions of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, successors, and assigns of the respective parties.

#### (g) Joint and Several Obligation

If more than one Lessee is a party to this Lease, the obligations of the Lessees shall be joint and several.

#### (h) Captions

The captions of this Lease are not controlling and shall have no effect upon its construction or interpretation.

#### (i) Severability

If any term, covenant or condition of this Lease is determined by a court of competent jurisdiction to be invalid, it shall be considered deleted and shall not invalidate any of the remaining terms, covenants and conditions.

STATE OF CALIFORNIA- STATE LANDS COMMISSION

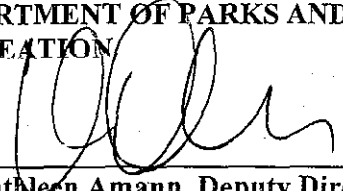
LEASE NO. PRC 6414.9

This Lease shall become effective only when approved by and executed on behalf of the State Lands Commission of the State of California and a duly executed copy has been delivered to Lessee. The submission of this Lease by Lessor, its agent or representative for examination by Lessee does not constitute an option or offer to lease the Lease Premises upon the terms and conditions contained herein, or a reservation of the Lease Premises in favor of Lessee. Lessee's submission of an executed copy of this Lease to Lessor shall constitute an offer to Lessor to lease the Lease Premises on the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date hereafter affixed.

LESSEES:

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND  
RECREATION

By:   
Kathleen Amann, Deputy Director  
Acquisition and Development

Date: 7/3/14

LESSOR:

STATE OF CALIFORNIA  
STATE LANDS COMMISSION

By:   
Chief  
Land Management Division

Title: \_\_\_\_\_

Date: JUL 17 2014

ACKNOWLEDGEMENT

This Lease was authorized by the  
California State Lands Commission on

04/06/2011  
(Month Day Year).

## ACKNOWLEDGMENT

State of California

County of Sacramento )

On July 17, 2014 before me, Cindy A. Cano, Notary Public  
(insert name and title of the officer)

personally appeared Robert Brian Bugsch  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Cindy A. Cano

(Seal)



State of California )

County of SACRAMENTO )

## CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On JULY 3, 2014 before me, ADRIEN CONTRERAS, NOTARY PUBLIC  
(here insert name and title of the officer)

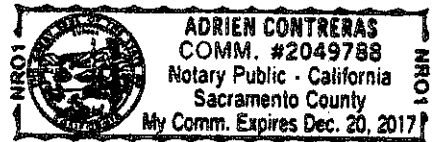
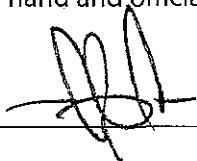
personally appeared KATHLEEN AMANN

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

### OPTIONAL INFORMATION

*Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.*

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of LEASE

containing 17 pages, and dated \_\_\_\_\_

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)  
☐ Attorney-in-Fact  
☐ Corporate Officer(s)

Title(s)

- ☐ Guardian/Conservator  
☐ Partner - Limited/General  
☐ Trustee(s)  
☐ Other: \_\_\_\_\_

representing: \_\_\_\_\_

Name(s) of Person(s) or Entity(ies) Signer is Representing

### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:  
☒ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

### Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ \_\_\_\_\_



## MEMORANDUM

DATE: September 10, 2021

TO: Whom It May Concern

FROM: Andrico Q Penick, Director of Property

A handwritten signature in blue ink, appearing to read "AQ 9/11/21".

**RE: Valuation Analysis – Candlestick Point State Recreation Area,  
San Francisco Block 4886-009**

The City and County of San Francisco ("City") Department of Homelessness and Supportive Housing ("HSH") requested an estimate of the fair market rental value for a portion (312,000 sf) of the Candlestick Point State Recreation Area (Block 4886, Lot 009) ("Property") in San Francisco, owned by the California State Lands Commission ("State Lands") subject to a long-term Ground Lease with the California Department of Parks and Recreation ("State Parks"). State Lands and State Parks also requested an estimate of value. This valuation memo provides that value estimate with the following assumptions:

- a. There is no vertical development potential.
- b. Highest and Best Use is as a state park as there is no other known legally permissible long term use at this time and for the foreseeable future without State Lands' approval and State Parks' consent.

HSH confirmed that it would like to enter into a sublease with State Parks to use the Property for a Vehicle Triage Center under Ordinance No. 82-19, which created the "Safe Overnight Parking Pilot Program" to provide eligible people experiencing homelessness residing in their vehicles a place to park and sleep in their vehicles overnight, case management and other services.

### **The Property and Premises**

State Lands owns the Candlestick Point State Recreation Area ("CPSRA") (the "Property") and leases it to State Parks under a long-term Ground Lease (which goes through June 2080). State Parks agreed to sublease to HSH a portion of the CPSRA (approximately 312,000 square feet)(the "Premises") in exchange for off-site public services that are of benefit to State Lands, State Parks and the citizens of California. The Premises and the on-site improvements are shown on Exhibit A, attached to the draft sublease. The off-site public services are set forth in the Candlestick Safe Parking



City Agreements dated September \_\_\_\_, 2021, attached to the draft sublease as Exhibit B-1. The budget for the off-site public services is attached as Exhibit B-2 to the draft sublease.

### **Project Description**

The Project consists of providing a Vehicle Triage Center for people experiencing homelessness currently living in their vehicles at CPSRA, District 10, and the surrounding area. As part of the Project, HSH will cause the restriping a parking lot area within the Premises and installing: a perimeter fence with privacy screen, solar lights, toilet and shower trailers, approximately 150 guest stalls (RV and vehicles) and 15 stalls for staff; guard shack, picnic area, mobile trailers, potable water hose bibs, trash containers, security cameras,, repair and/or upsizing of the water and sewer pipes as needed, upgraded electrical service, fire water service to the Premises, and provide 24/7 staffing. Although not considered at part of the consideration for the sublease, the City will spend approximately \$45,000 per month or \$540,000 per year to operate the Project.

### **Term**

The sublease, if approved by State Lands and State Parks, would be for two years, with review and possible renewal at that time.

### **Valuation Analysis**

Discussions with an appraiser indicated that the valuation of the Property would be difficult as it has limited to no development potential because it is owned by State Lands and under a long-term lease with State Parks. In addition, most of the coastline, especially vacant land, is owned and purchased by governmental agencies resulting in very few comparable sales to support a clear option of value. Even leasing a portion of the land, other than to another public entity for a public purpose such as in this situation, is improbable.

### **Port of San Francisco Comps**

The Port of San Francisco has a few existing leases near the Property. The Port's existing rental rates for these leases ranges from \$0.37 per square foot to \$0.47 per square foot per month or approximately \$4.44 to \$5.64 per square foot per year.

In light of the development and use restrictions on the Property, and the long-term Ground Lease, using the lower rental rate of \$4.44 per square foot per year calculates to \$1,385,380 per year (\$4.44 x 312,000 sf).

## **Caltrans Comps**

Caltrans' current leasing rate for vacant land and parking areas is \$0.16 per square foot per month or \$1.92 per square foot per year. Using \$1.92 per square foot per year calculates to \$599,040 per year.

## **Valuation**

Unlike this Property, both the Port and Caltrans are able to lease to both public and private parties for different uses. While Caltrans has some limitations as to uses and development on its Property, both entities allow more flexibility and options than the current Property.

Assuming the Property is not developable, has no current or foreseeable use other than as a park, and based upon the above and my knowledge of the San Francisco real estate market, a "nominal rental value" for the Property is warranted. Any income potential would not be a justifiable consideration given the Property has limited leasing possibilities.

**In my opinion the fair market rental value is \$1.00 per square foot per year or \$312,000 per year.**

## **In Kind Consideration for the Sublease and State Public Benefit**

The City and State Parks agree that City Police enforcement and peace officers exercising authority throughout the park against unauthorized encampments, black water dumping into the Bay, intimidation of would be park visitors and staff, vandalism, drug use, public resource degradation, and theft punctuated by the RV encampment on Hunter's Point Expressway since early 2020 are needed in this area and are public benefits of value to State Lands, State Parks and the citizens/ residents of the State of California. People need this so they can safely come enjoy Candlestick again.

The City will be providing the following off-site public services during the term of the sublease to address the needs identified above:

### **Police Services - Estimated Costs: \$12,500 per month**

- Set up a schedule of daily passing calls to the Park and program
- SFPD will advise the design and operations teams on Crime Prevention Through Environmental *Design* (CPTED) to ensure that the program is designed and operated in a way that prioritizes public safety.
- SFPD Bayview station officers will meet regularly with park staff and Safe Parking Program Staff to address safety issues in the Park and surrounding the safe parking program.
- SFPD will create an emergency access plan with the safe parking program to ensure that emergency vehicles can efficiently access the site.
- Support SFMTA in enforcing parking regulations in the area

- SFPD will provide crime data for the neighborhood to inform the public about safety and crime stats in the neighborhood upon request from the community.

#### San Francisco Public Works - **Estimated Costs: \$104,000 per month**

San Francisco Public Works will provide regular cleaning to the encampments along Hunter's Point Expressway and the surrounding the Candlestick Point State Park and will implement dumping prevention and mitigation efforts including:

- Litter and debris removal at least 3 days per week
- Posting no dumping signs
- Explore the possibility of deploying Illegal Dumping Surveillance Cameras

#### San Francisco Municipal Transportation Authority (SFMTA) - **Estimated Costs: \$62,160 per month plus a one-time cost of \$4,250 for signage replacement.**

SFMTA will take the following actions along Hunter's Point Expressway between Jamestown Avenue/Harney Way and Arellio Walker Drive to support the Candlestick Point neighborhood and the operations of the Safe Parking Program:

- Repost the removed or damaged parking regulations signs that reflect the current parking regulations.
- When the program opens, and people encamped in the area are invited into the program the SFMTA will focus on enforcing parking regulations in the area to prevent re-encampment.

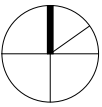
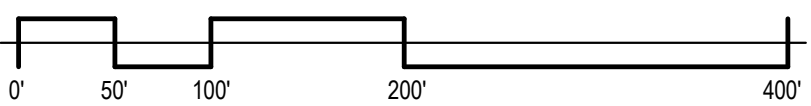
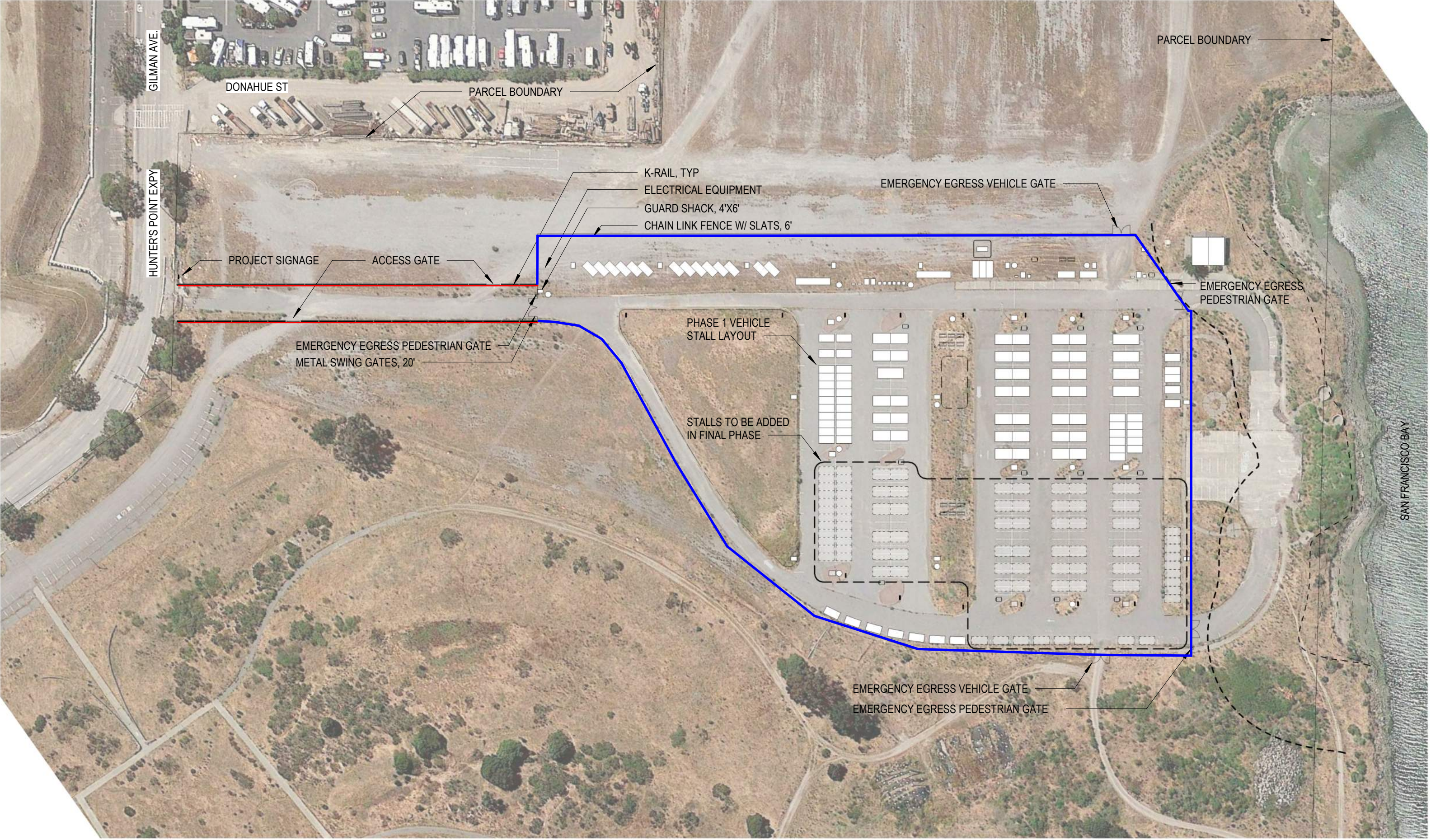
#### Performance Measures

The City through HSH and others will provide data related to program success to help measure the success of both on-site and off-site services, including but not limited:

- Placement and occupancy
- Service connections
- Housing placement and exit data
- Inhabited vehicle count in the area
- Outreach attempts and service/placement offers
- Encampment resolution information

In conclusion, the City will provide **off-site public benefits** at an estimated aggregate cost of **\$178,600 per month or \$2,143,920 per year**. This figure does not include certain one-time costs nor does it include the costs of operating the Project. The City's proposed off-site services convey a benefit to State Lands, State Parks and citizens / residents of the State of California far in excess of the **fair market rental value of \$26,000 per month or \$312,000 per year** that could be charged for the Property for the term.









## GENERAL PLAN REFERRAL

September 16, 2021

**Case No.:** 2021-00880GPR  
**Location:** **Candlestick Point State Recreation Area**  
**Block/Lot No.:** within 4886009  
**Project Sponsor:** California State Lands Commission  
**Applicant:** Sam Dodge or Louis Bracco  
[Sam.dodge@sfgov.org](mailto:Sam.dodge@sfgov.org), [louis.bracco@sfgov.org](mailto:louis.bracco@sfgov.org)  
Department of Homelessness and Supportive Housing  
P.O. Box 427400  
San Francisco, CA 94142  
**Staff Contact:** Reanna Tong – (628) 652-7458  
[reanna.tong@sfgov.org](mailto:reanna.tong@sfgov.org)

**Recommended By:**

AnMarie Rodgers, 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 City and County of San Francisco is interested in using California State Parks Land for two years, to set up a Safe Parking Village/Vehicle Triage location on an existing parking lot within the Candlestick Point State Recreational Area (CPSRA), to provide a safe space to park vehicles and get access to services, including toilets, showers, food, and basic wrap-around services for guests staying within the Village.

This model has proved successful in several other instances, including the City's initiative to set up the first Vehicle Triage Center in November 2019, as well as two safe sleeping villages that were established in June 2020 as part of the citywide Covid-19 Response. Here, HSH plans to have a Community Based Organization managing the site, with 24x7 staff, including service practitioners familiar with issues regarding vehicle residency who can refer Safe Parking residents to services if needed, along with janitorial service, and security. The City anticipates providing food delivery and hygiene services, as well as porta-potties and shower services. The City is evaluating additional transportation needs, power, and water resources (repairing SFPUC water and sewer lines, using solar

lighting poles) and will provide these as needed or as practical. The City has developed guidelines, procedures, and policies for the site operations. These include items such as people and vehicle sign-in and sign-out procedures, vehicle standards with recommendations from the fire department, length of stay and duration of absence policies. All guests will sign participation agreements that outline these guidelines before being admitted into the site

### Site Development

The City plans to develop the site to include amenities that are included in other typical sites. The list of amenities includes site striping, site lighting, mobile shower trailer, potable water hose bibbs, RV sewer discharge connection, power device charging stations, trash containers, site operator RV office and storage, and potentially perimeter fencing with privacy screen. The site striping includes blackout of unwanted existing paint lines, and painting of new site lines. For this site, that will include adding numbered parking and crossing off the unavailable parking spaces in order to maintain spatial distances. The site striping will also include any lettering required by SFFD for emergency egress. The site lighting will include solar powered light towers. These will be installed throughout the site to provide adequate lighting throughout the site and egress driveway. The mobile shower trailer will be available to residents for health and hygiene. These come in sets of 4-8 units within a mobile trailer. The unit can be either serviced by a vacuum truck or connected to a water source with sewer discharge connection. On this site, the plan is to connect into an existing water source, downstream of the backflow preventer, and allow the sewer discharge into existing lift station sump.

Potable water hose bibbs will be installed near the water source for guest use. The RV sewer discharge connection will allow residents who own RVs to discharge into the existing sewer lift station. The power device charging stations are for residents to charge their mobile devices. Trash containers will be provided throughout the site for tenants' waste disposal. These will be collected by Recology on weekly basis.

The site operator RV and storage container will be parked on site to monitor residents and provide health and safety supplies to residents. The doors will be repaired, and the graffiti will be painted over. Additional porta-potties will be installed as needed. Perimeter fencing and privacy screen will be considered after review from SFFD, SFPD, and site operator.

### Environmental Review

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. Therefore, the Bayview Vehicle Triage Center is not subject to CEQA.

### General Plan Compliance and Basis for Recommendation

As described below, the proposed navigation easement to CCSF 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 are in **Bold** font; staff comments are in *italic* font.

## HOUSING ELEMENT

### OBJECTIVE 1

**IDENTIFY AND MAKE AVAILABLE FOR DEVELOPMENT ADEQUATE SITES TO MEET THE CITY'S HOUSING NEEDS, ESPECIALLY PERMANENTLY AFFORDABLE HOUSING.**

#### Policy 1.1

Plan for the full range of housing needs in the City and County of San Francisco, especially affordable Housing.

*The project will provide a path to affordable and stable housing for people currently living in recreational vehicles.*

#### Policy 1.7

Consider public health objectives when designating and promoting housing development sites.

*The project will provide food delivery and hygiene services in a controlled and safe parking area for RV residents.*

### OBJECTIVE 4

**FOSTER A HOUSING STOCK THAT MEETS THE NEEDS OF ALL RESIDENTS ACROSS LIFECYCLES.**

#### Policy 4.3

Provide a range of housing options for residents with special needs for housing support and services.

*The project will a safe parking area for RV residents that will include basic services and re-housing services once the program is complete.*

### OBJECTIVE 5

**ENSURE THAT ALL RESIDENTS HAVE EQUAL ACCESS TO AVAILABLE UNITS**

#### POLICY 5.4

Provide a range of unit types for all segments of need, and work to move residents between unit types as their needs change.

*The project will a safe parking area for RV residents that will include re-housing services once the program is complete.*

#### POLICY 5.5

Minimize the hardships of displacement by providing essential relocation services.

*The project will a safe parking area for existing RV residents of Bayview Hunters Point, minimizing their risk of displacement from the area.*

### OBJECTIVE 6

**REDUCE HOMELESSNESS AND THE RISK OF HOMELESSNESS****Policy 6.1**

Prioritize permanent housing and service enriched solutions while pursuing both short- and long-term strategies to eliminate homelessness.

*This project is a short-term strategy to eliminating homelessness that can lead to long-term housing stability through the program's re-housing services.*

**Policy 6.4**

Improve coordination among emergency assistance efforts, existing shelter programs, and health care outreach services.

*The project is managed by the Department of Homelessness and Supportive Housing (HSH) in collaboration with multiple departments and State agencies, including the Department of Emergency Management, to provide offsite services to RV residents and improvements to the site.*

**OBJECTIVE 12**

**BALANCE HOUSING GROWTH WITH ADEQUATE INFRASTRUCTURE THAT SERVES THE CITY'S GROWING POPULATION.**

**POLICY 12.3** Ensure new housing is sustainably supported by the City's public infrastructure systems.

*This project will be supported by multiple City agencies that will provide key public infrastructure for operations, including SFPUC. The project site also has existing infrastructure, including water, sewer, pavement, and electrical poles for lights that will allow the City to quickly convert the site into a Vehicle Triage Center.*

**TRANSPORTATION ELEMENT****OBJECTIVE 30**

**ENSURE THAT THE PROVISION OF NEW OR ENLARGED PARKING FACILITIES DOES NOT ADVERSELY AFFECT THE LIVABILITY AND DESIRABILITY OF THE CITY AND ITS VARIOUS NEIGHBORHOODS.**

**Policy 30.3**

Maximize the efficient use of land devoted to parking by consolidating adjacent surface lots and garages into a parking structure, possibly containing residential, commercial or other uses.

*This project will relocate RV residents from their current locations on residential streets to an existing underutilized parking lot to improve the livability and desirability of the city and surrounding neighborhood.*

**COMMUNITY SAFETY ELEMENT****OBJECTIVE 4**

**ASSURE THE SOUND, EQUITABLE AND EXPEDIENT RECONSTRUCTION OF SAN FRANCISCO FOLLOWING A MAJOR DISASTER.**



## Policy 4.19

Consider homelessness in the wake of disaster.

*This project will provide a path for stable housing for RV residents in the wake of COVID-19.*

**RECREATION AND OPEN SPACE ELEMENT****OBJECTIVE 2****INCREASE RECREATION AND OPEN SPACE TO MEET THE LONG-TERM NEEDS OF THE CITY AND BAY REGION**

## Policy 2.5

Encourage the development of region-serving open spaces in opportunity areas: Treasure Island, Yerba Buena Island, Candlestick and Hunters Point Shipyard.

*The Candlestick Point State Recreation Area is envisioned to be completely redesigned and rehabilitated, to which Candlestick Point Hunters Point Shipyard Phase 2 development will contribute to a portion of the park improvements over the next ten to twenty years. The temporary use of the CPSRA parking facility for the Safe Parking Village would not undo the CPSRA's long term development and integration into the Candlestick development project. The proposal is to lease the land for only two years.*

**BAYVIEW HUNTERS POINT AREA PLAN****OBJECTIVE 13.4****PROVIDE NEW PUBLIC OPEN SPACE ALONG THE SHORELINE – AT ISLAIS CREEK, HERON'S HEAD, INDIA BASIN, HUNTERS POINT SHIPYARD AND CANDLESTICK POINT/SOUTH BASIN.****CANDLESTICK POINT SUB-AREA PLAN****OBJECTIVE 6****CREATE A WORLD CLASS SYSTEM OF OPEN SPACE THAT INCLUDES A SIGNIFICANT PORTION OF THE OVERALL HUNTERS POINT SHIPYARD, ENABLES IMPROVEMENTS THE SHORELINE ENHANCES ACCESS, PROVIDES A WIDE RANGE OF RECREATIONAL AND ECOLOGICAL RESTORATION OPPORTUNITIES, AND IS SEAMLESSLY INTEGRATED WITH THE EXISTING NEIGHBORHOOD.**

## Policy 6.2

Improve the Candlestick Point State Recreation Area to enhance access by residents and visitors to the waterfront, and create great new public recreational and open spaces in the Project Site.

*This project would help relocate recreational vehicles from an encampment that is currently blocking public access to the Candlestick Point State Recreation Area and surrounding portions of the CPSRA. Vehicles will be relocated to an existing unused CPSRA parking lot, which will allow CPSRA to re-open to the general public and be utilized for its*

*intended recreational purpose. While occupying a parking lot for the CPSRA within the timeframe of the lease proposal will make parking less available for users of the park, the long-term plans for the park's improvement and integration in the Candlestick Point – including improved access – will not be forgone and its schedule for improvement will not be affected by this short-term project.*

### **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 have a negative effect on existing neighborhood-serving retail uses and will not have a negative effect on opportunities for resident employment in and ownership of neighborhood-serving retail, in either San Francisco County.*

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 have a negative effect on housing or neighborhood character in San Francisco County. However, it will allow for the relocation of existing RV residents from residential streets to a designated safe parking area.*

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

*The Project would not have an adverse effect on the City's supply of affordable housing. It is facilitating the transition of RV residents to moving and finding affordable housing.*

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

*The Project would not result in commuter traffic impeding MUNI transit service or overburdening the streets or neighborhood parking in San Francisco County. Instead, it will allow for the relocation of existing RV residents from neighborhood parking to a designated safe parking area.*

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 not cause displacement of the industrial or service sectors due to office development, and future opportunities for resident employment or ownership in these sectors would not be impaired for*

*San Francisco County.*

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

*The Project 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 not have an adverse effect on the City's Landmarks and historic buildings.*

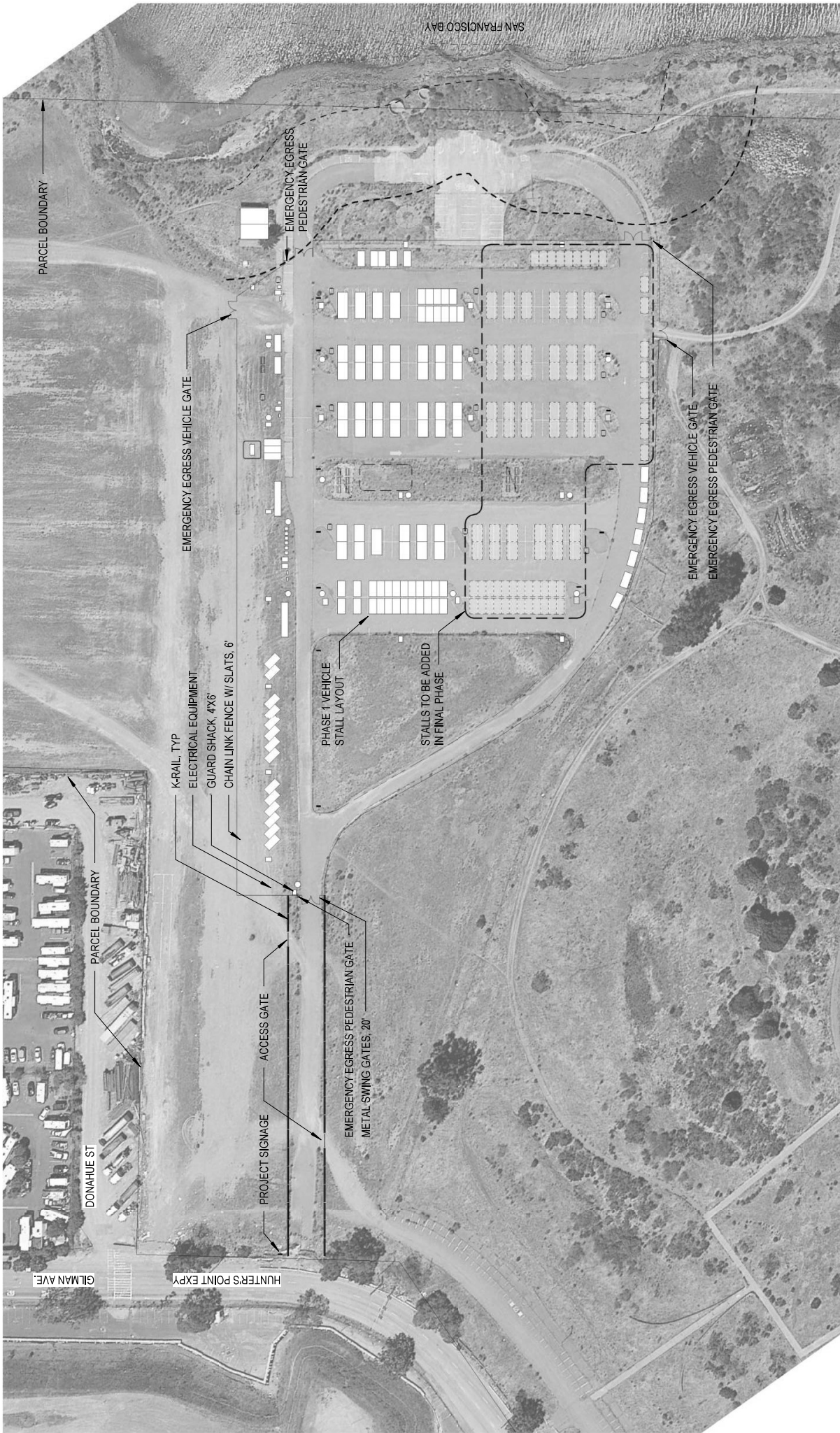
8. That our parks and open space and their access to sunlight and vistas be protected from development;

*While the proposal includes occupying a parking lot within a State park for two years, over the long term, the Project would not have an adverse effect on 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**

**Attachments:**

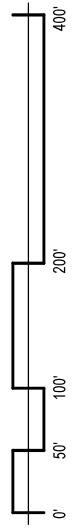
Overall Site Plan



**SAN FRANCISCO PUBLIC WORKS**  
CITY & COUNTY OF SAN FRANCISCO

# PROGRESS DRAFT

**SITE PLAN - OVERALL** | **CONCEPTUAL LAYOUT**  
8/5/2021 | CANDLESTICK POINT VTC | SP-1000





## MEMO

**TO:** Janet Kiyoi, San Francisco Public Works

**FROM:** Don Lewis, Senior Environmental Planner

**DATE:** September 13, 2021

**PROJECT:** Bayview Vehicle Triage Center

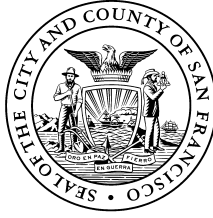
**SUBJECT:** Planning Department / Environmental Review Officer Concurrence  
California Environmental Quality Act (CEQA) Exemption per AB 101

This memorandum is in response to a memorandum from San Francisco Public Works dated September 3, 2021 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 September 3, 2021 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.



September 13, 2021

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**  
**California Department of Parks and Recreation, Sublandlord**  
**California State Lands Commission, Landlord**

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 a Vehicle Triage Center with the California Department of Parks and Recreation ("State Parks") as Sublandlord for HSH.

The City has identified a 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 Vehicle Triage Center would provide 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.

Please attached Term Sheet for key terms of the proposed sublease.

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](mailto:Dylan.schneider@sfgov.org); if you have questions regarding the sublease, please contact me at 415-554-9850 or [Andrico.penick@sfgov.org](mailto:Andrico.penick@sfgov.org).

Respectfully,

Andrico Q. Penick  
Director of Property

**From:** [Peacock, Rebecca \(MYR\)](#)  
**To:** [BOS Legislation, \(BOS\)](#)  
**Cc:** [Kittler, Sophia \(MYR\)](#); [Schneider, Dylan \(HOM\)](#); [Miller, Bryn \(HOM\)](#); [Sawyer, Amy \(MYR\)](#); [Cohen, Emily \(HOM\)](#); [ELIZONDO, VIRGINIA DARIO \(CAT\)](#); [Burch, Percy \(BOS\)](#)  
**Subject:** Mayor -- [Resolution] -- [Sublease Agreement - California State Lands Commission - Candlestick Point State Recreation Area - Vehicle Triage Center - Base Rent of \$312,000]  
**Date:** Tuesday, September 14, 2021 4:34:32 PM  
**Attachments:** [Reso\\_HSH\\_Candlestick Vehicle Triage Center.zip](#)

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Attached for introduction to the Board of Supervisors is a **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 use as a Vehicle Triage Center at Candlestick Point State Recreation Area, for an initial term of two years, for base rent of \$312,000 per year to be paid through in-kind, public services with an estimated value at \$2,143,920; authorizing the Director of Property to execute documents, make certain modifications and take certain actions in furtherance of the sublease, as defined herein; adopting 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.**

Please note that Supervisor Walton is a co-sponsor of this legislation.

Please let me know if you have any questions.

-----  
**Rebecca Peacock** ([they/them](#))  
Office of Mayor London N. Breed  
Legislative & Government Affairs  
City & County of San Francisco



DEPARTMENT OF  
HOMELESSNESS AND  
SUPPORTIVE HOUSING

# Candlestick Vehicle Triage Center (VTC): Proposed Sublease

Board of Supervisors | Budget and Finance Committee  
October 6, 2021

<http://hsh.sfgov.org>





# Overview

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- **Two-thirds** of the increase in the number of unsheltered individuals from 2017 to 2019 was attributable to people sleeping in their vehicles.
- City count in **August 2021** found **677** occupied vehicles in **District 10**.
- **Vehicle Triage Center Pilot Program** in District 11 demonstrated effectiveness of this model for both **guests and community**.
- **FY21-23** allocations to fund **new Safe Parking programs** supported by Mayor Breed, Our City, Our Home Oversight Committee, and the Board of Supervisors.



# Community-Driven Response

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- For 19 months, the City has been participating in ongoing conversations and weekly meetings with **community** and **city stakeholders**.
- Engagement with **residents, businesses, and service providers**.
- Engagement with **State Parks** on solutions to the vehicle encampment along Hunters Point Expressway that is inhibiting recreational use of the park.
- **New outreach resources** dedicated to the area.
- VTC recommendation was proposed as a solution from ongoing **community working group**.



# Candlestick VTC: Site Information

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- Proposed Vehicle Triage Center in Candlestick State Recreation Area **Boat Launch Parking Lot** with capacity for up to **150 vehicles**.
  - Low barrier place for guests to **stay safely** while accessing services.
  - Outreach to prioritize people living in the area for the VTC.
  - Help **neighbors and business** who are impacted by vehicle encampments.
  - **Restore access** to critical local recreation space at the Candlestick SRA for Bayview residents.
- **150+ RVs/vehicles** that people are living in near the Candlestick SRA.
  - Agreements from **HSH, HSOC, DPW, SFMTA**, and **SFPD** to commit dedicated services to meet the needs of unhoused neighbors, community, & the park.



# Candlestick VTC: Operating Details

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## • Services include:

- **Case management** and **24/7 security**
- Bathrooms, sanitation stations, mobile showers
- Mobile blackwater pumping and laundry
- Office and confidential meeting space

## • Proposed Timeline:

- Target Site opening: **Dec. 2021**
- Pending approvals:
  - **Board of Supervisors** – Oct. 2021
  - **State Lands Commission** – Oct. 2021



# Candlestick VTC Sublease

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- Resolution authorizes HSH and Director of Property to **negotiate** and **execute** a sublease agreement with California State Parks for 312,000 sq. feet of property.
- Lease term of **two years**.
- Rent to be paid through **in-kind public services**.



DEPARTMENT OF  
HOMELESSNESS AND  
SUPPORTIVE HOUSING

# Thank you.

Questions?

<http://hsh.sfgov.org>

**From:** [Walton, Shamann \(BOS\)](#)  
**To:** [Cliff Bargar](#); [Waltonstaff \(BOS\)](#)  
**Cc:** [Board of Supervisors, \(BOS\)](#)  
**Subject:** Re: In support of 210966 + more services for the vehicularly housed  
**Date:** Saturday, September 25, 2021 11:58:51 AM

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Thank you for your email Cliff.

Sent from my mobile device. Please excuse typos.

Supervisor Shamann Walton  
President, San Francisco Board of Supervisors  
District 10  
1 Dr. Carlton B. Goodlett Pl, Room 282  
Office: 415.554.7670

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**From:** Cliff Bargar <cliff.bargar@gmail.com>  
**Sent:** Friday, September 24, 2021 5:07:52 PM  
**To:** Walton, Shamann (BOS) <shamann.walton@sfgov.org>; Waltonstaff (BOS) <waltonstaff@sfgov.org>  
**Cc:** Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>  
**Subject:** In support of 210966 + more services for the vehicularly housed

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

Dear Board President Walton,

As a constituent I'd like to express my support for the proposed Vehicle Triage Center (file number 210966) at Candlestick Point and for your continued focus on helping our neighbors who are most in need. I also hope that the City can find more locations to provide similar services and reverse the trend of moving people sleeping in RVs from neighborhood to neighborhood.

In my corner of D10 the relatively recently implemented parking management plan for Northern Potrero Hill included provisions that unfortunately displaced residents who had parking on 17th or Carolina Streets along the edges of Jackson Park. I'm generally very supportive of MTA's expansion of RPP zones and addition of meters to commercial areas but in this case it had an unfortunate side effect. The closest thing to a negative impact that these people ever had which I observed was that I could hear a generator running while reading a book in the park.

In recent years other members of the Board of Supervisors have advocated for parking changes which displaced people living in RVs, which only further concentrates the issue in the parts of the City where it is still allowed. I hope that we can lessen the stigma here while providing these neighbors with dignity and much needed services. And of course I also hope that we can see more housing built across San Francisco so fewer people end up living in their



vehicles to begin with.

Best,  
Cliff  
Connecticut Street

## Wong, Linda (BOS)

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**From:** Board of Supervisors, (BOS)  
**Sent:** Tuesday, October 5, 2021 10:29 AM  
**To:** BOS-Supervisors  
**Cc:** Wong, Linda (BOS); Calvillo, Angela (BOS); Laxamana, Junko (BOS); Mchugh, Eileen (BOS); Ng, Wilson (BOS); Somera, Alisa (BOS)  
**Subject:** FW: Opinion on Vehicle Triage Center - Candlestick

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**From:** kent Myers <public@papaya.net>  
**Sent:** Thursday, September 30, 2021 9:08 PM  
**To:** Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>  
**Subject:** Opinion on Vehicle Triage Center - Candlestick

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

Re: Tuesday, Oct 6 vote on Vehicle Triage Center (VTC) @ Candlestick (Boat Launch)

I am opposed to the VTC. I don't want this in the Bayview!

I am a homeowner near Candlestick and the current situation with homelessness and lack of enforcement have impacted my family to the breaking point. We've had an RV inhabitant at the corner of Ingerson Ave & Bill Walsh Way who makes our life unsafe and unbearable with his criminal actions. City officials have known about all these issues since March and have chosen to do absolutely nothing about it.

I don't believe the VTC will help my situation and will most likely make it worse by bringing 100s of new homeless to my neighborhood. There is no enforcement to move homeless into the VTC—it is voluntary. [Emily Cohen, 9/9/21 Community Meeting - Bayview Safe Parking Site... "Services are voluntary"] The camper next to my house has made it clear he will not participate. He enjoys the space and freedom he has now and it enables his drug dealing business.

This RV inhabitant is not a neighbor who just needs a helping hand and empathy... he is a high functioning criminal cleverly using the Covid moratorium as a cover for his operations. He and his friends drive new BMWs & Lexus Infinities. He has funding. He hosts enormous drug dealing parties taking over the entire intersection serving 40-50 customers a day. He stores raw sewage in a 20 gallon open tub next to my yard. His pit bull dogs are unleashed. The noise is deafening from parties, engines, motorcycles, hot rods doing burnouts and his generator running 24/7. His camp is filled with fire hazards. We are prisoners in our yard. None of this is legal regardless of Covid!

The city allows these violations to persist here in the Bayview. There already is a fix in place, the same enforcement seen in Noe Valley, Nob Hill, and Pacific Heights that moves these people along into the Bayview where they enjoy a state of lawlessness. I need to see the city extending the same basic law enforcement here that exists in the rest of city. I will not support using my neighborhood as a dumping ground for even more homelessness when this policy exists in the Bayview. The city has to clean up these worst violators first before I agree to give them more homeless camps.

Anyone can see the RV inhabitant at Ingerson Ave & Bill Walsh Way is gaming the system. He needs to be moved against his will, away from the homes and the children's playground at Gillman park. There is plenty of space in the city for him

now and plenty open spaces around Candlestick... a block or two further is all I ask. A VTC does no good when these criminals are allowed to operate in family areas.

-kent myers

**From:** [Barbara Tassa](#)  
**To:** [Board of Supervisors, \(BOS\)](#)  
**Cc:** [Wong, Linda \(BOS\)](#); [ChanStaff \(BOS\)](#); [Stefani, Catherine \(BOS\)](#); [Peskin, Aaron \(BOS\)](#); [Mar. Gordon \(BOS\)](#); [Preston, Dean \(BOS\)](#); [Haney, Matt \(BOS\)](#); [MelgarStaff \(BOS\)](#); [MandelmanStaff, \(BOS\)](#); [Ronen, Hillary](#); [Safai, Ahsha \(BOS\)](#)  
**Subject:** Public Comment for the proposed Vehicle Triage Center at Candlestick  
**Date:** Wednesday, October 6, 2021 10:44:15 AM

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

Dear Supervisors,

In short order, you may be asked to support a proposal for a Vehicle Triage Center at Candlestick State Park. The intentions of the proposals are noble and gravely needed—to help vehicularly housed people in the southeast neighborhood in SF to a safe environment with services and amenities. In its execution, however, I along with other nearby residents and [community groups](#) oppose this proposal and ask for your consideration.

Summary:

The proposal, as presented publicly by the Department of Homelessness and Supporting Housing (HSH) has the following characteristics: space for 150 vehicles and up to 177 persons, amenities like bathrooms, water, power, showers, wraparound social services. The proposal also sets a budget for street cleaning and some parking enforcement by the SFMTA. This site is being proposed on 6 acres of State land in the Candlestick Point State Recreation Area (CPSRA), for a 2 year term at a cost of [\\$15.3M](#), or \$102,053.93 per vehicle.

Opposition to the VTC proposal reasoning:

It is for both the plan details and process that I oppose this VTC proposal:

**First, Bayview has more than its fair share of homelessness resources.**

We have 3 navigation centers, a 120-vehicle RV site at Pier 94, Mother Browns and many other dedicated resources for Bayview specifically.

**Second, this project will further concentrate poverty in an already vulnerable area.**

At the nearby Alice Griffiths/Double Rock site, over [50% of neighbors](#) are living below the poverty line. 177 people in extreme poverty will further strain our services. Candlestick area has seen a [926% increase in vehicle encampments](#) versus a 70% increase for the city overall during the July 2019 to August 2021 period, and D10 already has 677 vehicle encampments.

**Third, the VTC proposal has no clear metrics on reducing homelessness.**

You may hear the Balboa park being called a model of success. The Balboa project only

helped [11 individuals](#) of the 75 it served to find housing - only 14.6%. While it is better than zero, that is a very small number - if projected to the 177 people, we might have 26 individuals find housing in this effort. The VTC \$15.3M budget does not create any housing units at all, the lack of which is a contributing factor to high real estate and rental prices that lead to folks losing housing.

**Fourth, the CPSRA is a park for recreation and should be intended for such purposes.**

You may hear that this part of the park is closed, that it is not used. The CPSRA in 2010 declared it has been [underfunded](#) in its developer agreements. Further, a 2021 document the State outlines that it needs [\\$144M](#) to develop and revitalize the property. You may also hear that it is simply a temporary closure (of 2 years); however the VTC proposal has no budget items for project breakdown.

**Fifth, this project does not consider the needs of residents surrounding Candlestick.**

At many levels, there have been failures to stopping illegal dumping, repairing roads, and enforcing illegal parking and activities. In this proposal, there are no guarantees for street repairs, accessible infrastructure to get to/from the State Park, and dumping prevention, no guarantees for preventing more encampments from setting up or towing of vehicles if there are people living in them. This proposal omits the needs of nearby residents.

**Finally, from a process point of view, the proposal was developed with a select group with no broad public announcement until September 9, 2021.** In this [virtual meeting](#) held by HSH meeting, many residents living in nearby Gilman Avenue and Arelious Walker housing expressed not being consulted in the matter at all. There were no options presented—just one site with no alternatives or means for shaping the plan through broad community dialogue.

As a resident in this area, I am asking for investment and development to create an economically balanced community with an equitable distribution of homelessness services. Build housing, fund our parks, bring grocery stores, and improve our infrastructure up to the standards we see in the Marina, Pacific Heights or Mission Bay. This was in fact just the prescription for this area in the [Candlestick Point SubArea Plan in the SF General Plan](#), to *“realize the full potential of the underutilized Candlestick Point by creating a complete and thriving neighborhood...in a way that fully realizes its shoreline location and acts as an economic catalyst for the rest of the Bayview”*. The proposed VTC leads us further away from this objective.

In conclusion, for all these reasons, I am **opposed** to the proposed Vehicle Triage Center and I humbly ask for your consideration in not moving forward with this proposal.

Respectfully,  
Barb Tassa

**From:** [SV](#)  
**To:** [Wong, Linda \(BOS\)](#)  
**Cc:** [info\\_sfhousing \(MYR\)](#); [info\\_sfhousing \(MYR\)](#); [District Attorney. \(DAT\)](#); [District Attorney. \(DAT\)](#); [ortiz@sfgov.org](#); [ortiz@sfgov.org](#); [SFDA-Victim Services](#); [Jennifer Wood](#); [JSCo Corporate Office](#); [gerard.windt@hud.gov](#); [gerard.windt@hud.gov](#); [SFPD Bayview Station. \(POL\)](#); [Bayview Opera House](#); [Willie Daniels](#)  
**Subject:** Fw: OPPOSING VTC @ CANDELSTICK POINT CALL TO ACTION  
**Date:** Wednesday, October 6, 2021 12:23:43 PM

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

To Linda Wong and San Francisco City powers that be and to whom it may concern,

Below is my letter of opposition to the proposed VTC at Candlestick Point Park. I want my letter entered into public record.

S.Marie Visto  
650-771-5650  
2700 Arelious Walker Drive  
SF, Ca 94124

----- Forwarded Message -----

**From:** SV <momsrules@yahoo.com>  
**To:** Barbara Tassa <btassa@gmail.com>  
**Cc:** Shirley Moore <sammy988@aol.com>; Marsha Maloof <marshapen@gmail.com>; "alicegriffithf@gmail.com" <alicegriffithf@gmail.com>; "alicegriffithf@gmail.com" <alicegriffithf@gmail.com>; "tcdcsecretary@outlook.com" <tcdcsecretary@outlook.com>; Rachialle Franklin <rachialle.franklin@bhpms.org>; Ursell Brandon <ursell.brandon@bhpms.org>; Dwayne Gaines <juststopthekilling@gmail.com>; Breed Mayor London (MYR) <mayorlondonbreed@sfgov.org>; Supervisor Shamann Walton <waltonstaff@sfgov.org>; "gavin@gavinnewsom.com" <gavin@gavinnewsom.com>; "gavin@gavinnewsom.com" <gavin@gavinnewsom.com>; Senator Alex Padilla <senator\_padilla@padilla.senate.gov>; United States Senate <senator@feinstein.senate.gov>; ABC 7 On Your Side <7oys@kgo-tv.com>  
**Sent:** Wednesday, October 6, 2021, 04:06:56 AM PDT  
**Subject:** OPPOSING VTC @ CANDELSTICK POINT CALL TO ACTION

HELLO EVERYONE!

Where to start?

I'm angry that Bayview, Double Rock, Alice Griffith, District 10 residents were not made aware of this VTC Candlestick Point Park take over until this late hour and ONLY through various means such as a news segment. The cities lack of communication is negligent at best and secretive at worst, meant to railroad our neighborhood. Keeping residents in the dark. London Breed & Shamann Walton NOT ONLY failed to inform residents but willfully neglect to circulate information to those most to be impacted.

I'm angry that our elementary school half mile from proposed VTC and Shamann Walton, London Breed and S.F. Board of Supervisors have no care for the safety of our young students.

I'm angry that the S.F. city, London Breed, Shamann Walton and S.F. Board of Supervisors have allowed more than 19+months DISASTER to accumulate and FESTER at Candlestick Point Park. Heaping piles of garbage, human waste, broken down vehicles, RV's blocking the roadway, double &



triple parked, dilapidated roads: Hunter's Point Parkway / Gilman, filled with pot holes. Causing unsafe, dangerous and hazardous driving, biking, walking conditions and ZERO ADA access.

I'm angry that for the last 4yrs of promised paved roads, speed bumps, side walks, bike lanes, rapid transit, community garden, orchard, restoration of the Candlestick Point Park, retail development and additional low income housing at Candlestick has NOT even broken ground and NO updated plan to provide these promised improvements in elevating the living conditions of Double Rock / Candlestick Point.

Our very own "District Supervisor" Shamann Walton has sold us down river once again, Shamann Walton the very guy that made many promises to improve our neighborhood at Double Rock / Alice Griffith / Candlestick has NOT only allowed the deterioration, filth, garbage piles, rat infestation, cars / RVs blocking roads, 3rd world road conditions, violent mentally ill drug addicts have invaded the Alice Griffith apartment building, urinating and defecating, shooting up drugs in our stairwells, garage, courtyard, laundry rooms, side of our buildings, camping out and violently and aggressively attacking residents.

Several incidents of mentally ill homeless drug addicts aggressively attacking me and my daughter. I've had to call the police numerous times for vagrants wandering inside our buildings, doing drugs, having sex, stealing, vandalizing property, pissing & shitting on the property. We at Alice Griffith have had mentally ill homeless drug addicts banging on apartment doors trying to get into resident's homes.

My daughter who is autistic is too afraid now to go out and ride her bike, she's afraid to even go to the bus stop or the park because of the violent mentally ill drug addicts that are aggressive, scary and dangerous.

I am angry that London Breed and the powers that be closed Candlestick Point Park and locked the parking lot gates robbing residents of outdoor use for over 19+months. As a disabled person and a parent of a disabled child this has robbed us of our waterfront park.

I am angry that London Breed, Shamann Walton are pushing to ROB me, my child and ALL Double Rock / Alice Griffith / Bayview resident of 2 more YEARS of use at Candlestick Point Park.

I'm angry that the London Breed and District Supervisors have allocated \$15,308,090 MILLION DOLLARS to steal our waterfront park, rob us of safe enjoyment of Candlestick Point Park and further endanger our children and all residents.

We have seen the willful neglect that London Breed & Shamann Walton have not only allowed to take place but put in place policies that encouraged the horrendous conditions at Candlestick Point. Refusing to ticket and tow cars, and RVs and neglecting the removal of garbage festering in the streets.

Bayview residents do NOT want a VTC located at Candlestick, NOT at Candlestick Point Park, NOT half mile from our elementary school. Bayview Double rock Candlestick residents want clean, safe neighborhood. Bayview residents want all the promised improvements as mentioned above that have been promised for the last 4+yrs. Bayview Residents want \$15,308,090 MILLION DOLLARS to be immediately reallocated to the promises made as mentioned above.

I want a neighborhood where my child can go outside without fear of being attacked and ride her bike. I want ADA access on roads and sidewalks and Candlestick Point Park. I want immediate action to the promises of improvements to Double Rock Candlestick Alice Griffith.

I want proper public notification to be made to District 10 Bayview residents and public hearings where residents are heard and in a proper timeline, not waiting for hours at a time to get 2 minutes to speak. As a resident of Alice Griffith since 2017 the first I heard of this VTC proposal was Oct 1st on a tv news segment!! I spoke to numerous neighbors and NO one had heard of this VTC proposal!!

As a disabled person I'm asking for reasonable accommodation to extend public hearings and to be given proper timely advance notification. And that at all future hearings, meetings that adequate time be given to speak on the matter at hand the VTC & all matters concerning District 10, particularly to Double Rock Bayview Candlestick Alice Griffith Bayview Hill.

I look forward to your immediate reply.

Sincerely, S. Marie Visto  
650-771-5650  
2700 Aurelius Walker Drive #209  
San Francisco, Ca 94124