

COMMISSION ON COMMUNITY INVESTMENT AND INFRASTRUCTURE

RESOLUTION NO. 15-2025

AUTHORIZING A MEMORANDUM OF AGREEMENT WITH THE CITY AND COUNTY OF SAN FRANCISCO, ACTING THROUGH ITS RECREATION AND PARKS DEPARTMENT, FOR THE PROPERTY MANAGEMENT AND MAINTENANCE OF SPECIFIC PARCELS WITHIN THE HUNTERS POINT SHIPYARD PHASE ONE OPEN SPACE SYSTEM STARTING JULY 1, 2025, FOR A MAXIMUM AMOUNT NOT TO EXCEED \$981,311 FOR AN ELEVEN-MONTH TERM CONSISTENT WITH THE APPROVED BUDGET FOR COMMUNITY FACILITIES DISTRICT NO. 8; HUNTERS POINT SHIPYARD REDEVELOPMENT PROJECT AREA

BASIS FOR RESOLUTION

- WHEREAS, The Board of Supervisors approved, by Ordinance No. 285-97 (Jul. 14, 1997) the Redevelopment Plan for the Hunters Point Shipyard Phase One (“**Redevelopment Plan**”); and,
- WHEREAS, The Redevelopment Plan and related Plan Documents provide for, among other things, the development of parks and designate the location of parks in areas zoned for open space; and,
- WHEREAS, To implement the Redevelopment Plan, the Redevelopment Agency of the City and County of San Francisco (“the **Former Agency**”), OCII’s predecessor in interest, and, Lennar/BVHP LLC entered the Disposition and Development Agreement Hunters Point Shipyard Phase 1, dated as of December 2, 2003 and recorded in the Official Records of the City and County of San Francisco (the “**Official Records**”) on April 5, 2005 as Document No. 2005-H932190, as amended, nine amendments (the “DDA”). Under the DDA, Lennar/BVHP LLC and its successors (the “**Master Developer**”) became obligated to develop public open spaces, parks, plazas, streetscapes fronting open space, parks and plazas and public art on land owned by the Former Agency that was designated as Open Space Parcels in the HPSY 1 Maintenance District (the “**HPSY1 Parks**”). Under the DDA, the Master Developer is obligated to construct the HPSY1 Parks and other infrastructure and OCII is obligated to reimburse the Master Developer for its costs; and,
- WHEREAS, OCII owns fee interest in the real property for all the HPSY1 Parks. Once the Master Developer completes any subset of HPSY1 Parks improvements, OCII issues a Certificate of Completion pursuant to the DDA, then accepts, manages and maintains the subject improvements; and,
- WHEREAS, The Master Developer is the lessee under an interim lease that covers HPSY 1 Parks, pursuant to which it is responsible for maintaining all improvements on these lands until OCII issues a Certificate of Completion. Upon issuance of a Certificate of Completion, the improvements and the underlying land are removed from the interim lease; and,
- WHEREAS, Some of the HPSY1 Parks within the Premises (“**Public Trust Parks**”), are subject to public trust for commerce, navigation and fisheries (“the **Public Trust**”) imposed through transactions pursuant to the Hunters Point Shipyard/Candlestick Point Title Settlement, Public Trust and Boundary Line Agreement (“the **Trust Agreement**”), authorized by Chapter 203 of the Statutes of 2009, as amended by Chapter 429 of the Statutes of 2011 (“**SB 792**”), by and between the Former Agency, the City, the Port Commission, the California State Lands Commission, and the California Department of Parks and Recreation. Pursuant to the Trust Agreement and SB 792, the Former Agency was designated the trustee for the Public Trust; and,

- WHEREAS, On September 2, 2008, OCII formed, by Resolution No. 81-2008 (the “**Resolution of Formation**”), the CFD No. 8 under the Mello-Roos Community Facilities Act of 1982, Gov’t Code § 53311 et seq. The qualified electors of CFD No. 8 voted to create a community facilities district and authorized a special tax assessment that OCII administers to fund the maintenance of the HPSY1 Parks (called in the Resolution of Formation “Open Space Parcels”). The purpose of CFD No. 8 is to provide funding for the ongoing operation, maintenance and repair of parks, open space, streetscape elements and artwork on property described in Exhibit A to the Resolution of Formation (Description of Services to be Financed by the CFD). The Resolution of Formation provides that CFD Funds will be used for the “operation and maintenance of the parks, pocket parks, open space, artwork and streetscape elements fronting parks, pocket parks and open space (and related services) that are: (a) located within the boundaries of Assessor’s Block 4591A, Lot 76, and Assessor’s Block 4591A, Lot 77; and (b) generally depicted: (i) in the “Hunters Point Shipyard Parcel A Phase 1 Open Space Schematic Design” dated September 4, 2007 (“Open Space Design”), which was prepared by Conger Moss Guillard Landscape Architecture, and approved by the San Francisco Redevelopment Agency Commission by Resolution 06-2007, dated January 16, 2007, as such Open Space Design may be amended from time to time; and (ii) on the Open Space Infrastructure Exhibit, as such Exhibit may be amended from time to time; and,
- WHEREAS, Following a special election of qualified electors in CFD No. 8, CFD No. 8 levied a special tax to maintain the HPSY1 Parks as described in the Resolution of Formation. Special taxes within CFD No. 8 are levied pursuant to the methodology in the Rate and Method of Apportionment of Special Tax (the “**RMA**”), which was adopted as an exhibit to the Resolution of Formation of CFD No. 8. The Mello-Roos Community Facilities Act, the Resolution of Formation, RMA, and related documents are referred to as the “**CFD Requirements**” and the funds available from the special taxes are referred to as the “CFD Funds; and
- WHEREAS, Under Redevelopment Dissolution Law, Cal. Health & Safety Code §§ 34170 et seq., OCII, as Successor Agency to the Former Agency, has assumed the Former Agency’s rights and obligations under the Redevelopment Plan, Plan Documents (as defined in the Redevelopment Plan), the Trust Agreement and SB 792 (including without limitation the trusteeship of the Public Trust), subject to certain state requirements to complete and dispose of redevelopment assets. Cal. Health & Safety Code § 34191.5. In addition, OCII, as the Successor Agency to the Former Agency, has assumed the rights and obligations of CFD No. 8. Under Ordinance No. 215-12, the City’s Board of Supervisors established the Successor Agency Commission (commonly known as the Commission on Community Investment and Infrastructure) and delegated to it the state authority to implement and complete surviving redevelopment projects; and,
- WHEREAS, Currently, OCII has a contract with Parklab Open Space Management (“**POSM**”), which will expire on June 30, 2025. OCII seeks to enter into an agreement to have the City, through RPD, assume, effective July 1, 2025, the maintenance obligations required under the Resolution of Formation and currently provided under the POSM contract to fulfill the CFD Requirements (the Memorandum of Agreement or “MOA”, attached as Exhibit A to this Resolution); and,
- WHEREAS, Redevelopment Dissolution Law requires OCII to dispose of the Former Agency’s real property interests. The California Department of Finance approved Oversight Board Resolution No. 14-2015 (Nov. 23, 2015), which authorized, under Section 34191.5 of the Health and Safety Code, a long range property management plan (“**PMP**”) for OCII that requires, among other things, termination of OCII’s leasehold interests in the Open Space Parcels, but that acknowledges OCII’s continuing administration of CFD No. 8 maintenance funds as separate from the Redevelopment Dissolution Law; and,

- WHEREAS, The RPD manages over 4,000 acres of recreational land, which included 181 playgrounds and play areas, 82 recreational centers and club houses, 230 neighborhood parks, serves over 880,000 San Francisco residents, and is ideally qualified to operate the Open Space Parcels; and,
- WHEREAS, OCII now wishes to enter into the MOA to allow the City, acting through its RPD, to operate and maintain certain Completed Premises identified in the MOA as RPD Open Space Parcels, subject to the Plan Documents, and the Resolution of Formation. The MOA will govern the management, operation, maintenance, repair, and funding of those HPSY1 Parks on which the improvements have been completed and accepted and for which a Certificate of Completion has been issued as of the date of execution and during the Term as defined below (“**the Premises**”). Those HPSY 1 Parks on which the improvements have been issued a Certificate of Completion as of the execution date are identified in Exhibit A to the MOA (the “**Initial Premises**”). Other HPSY1 Parks may have their improvements completed and accepted and receive a Certificate of Completion during the Term (the “**Future Premises**”). The Future Premises will become a part of the Premises as they are issued a Certificate of Completion. HPSY1 Parks that may become Future Premises are identified on Exhibit A to the MOA; and,
- WHEREAS, The MOA amount of \$981,311 covers an eleven-month budget for maintenance costs of the RPD Open Space Parcels and is consistent with Commission Resolution No. 05-2025 (April 15, 2025) approving the CFD budget for FY 2025-26; and,
- WHEREAS, At its March 17, 2025 meeting, the Hunters Point Shipyard Citizens Advisory Committee recommended to the Commission that it authorize the Executive Director to enter into a memorandum of agreement with RPD; and,
- WHEREAS, Approval of the MOA with RPD is categorically exempt from the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Sections 15301 and 15304 because it authorizes the operation, repair, maintenance or minor alteration of existing facilities or topographical features with negligible or no expansion of existing uses and minor alterations to land; now, therefore, be it
- RESOLVED, That the Commission authorizes the Executive Director to execute, substantially in the form of Exhibit A to this Resolution, the MOA with RPD in the amount of \$981,311 for a one-year operating and capital budget related to the property management of the RPD Open Space Parcels in the Hunters Point Shipyard Phase One Open Space System starting July 1, 2025.

I hereby certify that the foregoing resolution was adopted by the Commission at its meeting of May 6, 2025.

Commission Secretary

Exhibit A: Memorandum of Agreement with the San Francisco Recreation and Park Department.

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (“**MOA**”) dated for reference purposes only as of [DATE], is entered into by and between the City and County of San Francisco, acting through its San Francisco Recreation and Park Department (“**RPD**”), and the Successor Agency to the Redevelopment Agency of the City and County of San Francisco, a public body organized and existing under the laws of the state of California (commonly known as the Office of Community Investment and Infrastructure (“**OCII**”)), in its capacity as the Community Facilities District No. 8 (Hunters Point Shipyard Phase One (“**HPSY1**”) Maintenance District); regarding park and open space lands in the Hunters Point Shipyard Phase 1 project area.

RECITALS

- A. The City’s Board of Supervisors approved, by Ordinance No. 285-97 (July 14, 1997), the Redevelopment Plan for the Hunters Point Shipyard Phase One (“the **Redevelopment Plan**”).
- B. The Redevelopment Plan and related plan documents provide for the development of parks and designate the location of parks in areas zoned for open space, among other things.
- C. To implement the Redevelopment Plan, the Redevelopment Agency of the City and County of San Francisco (“the **Former Agency**”), OCII’s predecessor in interest, and, Lennar/BVHP LLC entered into the Hunters Point Shipyard Phase 1 Disposition and Development Agreement, dated as of December 2, 2003 and recorded in the Official Records of the City and County of San Francisco (the “**Official Records**”) on April 5, 2005 as Document No. 2005-H932190, as amended, nine amendments (the “**DDA**”). Under the DDA, Lennar/BVHP LLC and its successors (the “**Master Developer**”) became obligated to develop public open spaces, parks, plazas, streetscapes fronting open space, parks and plazas and public art on land owned by the Former Agency that was designated as Open Space Parcels in the HPSY 1 Maintenance District, as shown in Exhibit A (the “**HPSY1 Parks**”). Under the DDA, the Master Developer is obligated to construct the HPSY1 Parks and other infrastructure, and OCII is obligated to reimburse the Master Developer for its costs.
- D. OCII owns a fee interest in the real property for all the HPSY1 Parks. Once the Master Developer completes any subset of HPSY1 Parks improvements, OCII issues a Certificate of Completion pursuant to the DDA, then accepts, manages, and maintains the subject improvements. This MOA will govern the management, operation, maintenance, repair, and funding of those HPSY1 Parks on which the improvements have been completed and accepted and for which a Certificate of Completion has been issued as of the date of execution and during the Term as defined below (“the **Premises**”). Those HPSY 1 Parks on which the improvements have been issued a Certificate of Completion as of the execution date are identified in Exhibit A (the “**Initial Premises**”). Other HPSY1 Parks may have their improvements completed and accepted and receive a Certificate of Completion during the Term defined below (the “**Future Premises**”). The Future Premises will become a part of the Premises as they are issued a Certificate of Completion. HPSY1 Parks that may become Future Premises are identified on Exhibit A.
- E. The Master Developer is the lessee to OCII under an interim lease covering HPSY 1 Parks (“**Interim Lease**”). Under the Interim Lease, the Master Developer is responsible for maintaining

all improvements on these lands until OCII issues a Certificate of Completion. Upon issuance of a Certificate of Completion, the improvements and the underlying land are removed from the responsibility of the Interim Lease and the responsibility is transferred to this MOA .

F. Some of the HPSY1 Parks within the Premises (“**Public Trust Parks**”), identified on Exhibit A, are subject to the public trust for commerce, navigation and fisheries (“the **Public Trust**”) imposed through transactions pursuant to the Hunters Point Shipyard/Candlestick Point Title Settlement, Public Trust and Boundary Line Agreement (“**the Trust Agreement**”), authorized by Chapter 203 of the Statutes of 2009, as amended by Chapter 429 of the Statutes of 2011 (“**SB 792**”), by and between the Former Agency, the City, the Port Commission, the California State Lands Commission, and the California Department of Parks and Recreation. Pursuant to the Trust Agreement and SB 792, the Former Agency was designated the trustee for the Public Trust.

G. On September 2, 2008, by Resolution No. 94-2008 (“**Resolution of Formation**”), the Former Agency formed the Redevelopment Agency of the City and County of San Francisco Community Facilities District No. 8 (“**CFD No. 8**”) under the Mello-Roos Community Facilities Act of 1982, Gov’t Code § 53311 et seq. The qualified electors of CFD No. 8 voted to create a community facilities district and authorized a special tax assessment that OCII administers to fund the maintenance of the HPSY1 Parks (called in the Resolution of Formation “Open Space Parcels”). The purpose of CFD No. 8 is to provide funding for the ongoing operation, maintenance and repair of parks, open space, streetscape elements and artwork on property described in in Exhibit A (Description of Services to be Financed by the CFD) of the Resolution of Formation, providing that CFD Funds will be used for the “operation and maintenance of the parks, pocket parks, open space, artwork and streetscape elements fronting parks, pocket parks and open space (and related services) that are: (a) located within the boundaries of Assessor’s Block 4591A, Lot 76, and Assessor’s Block 4591A, Lot 77; and (b) generally depicted: (i) in the “Hunters Point Shipyard Parcel A Phase 1 Open Space Schematic Design” dated September 4, 2007 (“Open Space Design”), which was prepared by Conger Moss Guillard Landscape Architecture, and approved by the San Francisco Redevelopment Agency Commission by Resolution 06-2007, dated January 16, 2007, as such Open Space Design may be amended from time to time; and (ii) on the Open Space Infrastructure Exhibit, as such Exhibit may be amended from time to time.”).

H. Following a special election of qualified electors in CFD No. 8, CFD No. 8 levied a special tax to maintain the HPSY1 Parks as described in the Resolution of Formation. Special taxes within CFD No. 8 are levied pursuant to the methodology in the Rate and Method of Apportionment of Special Tax (the “**RMA**”), which was adopted as an exhibit to the Resolution of Formation of CFD No. 8. The Mello-Roos Community Facilities Act, the Resolution of Formation, RMA, and related documents are referred to as the “**CFD Requirements**” and the funds available from the special taxes are referred to as the “**CFD Funds**.”

I. Under Redevelopment Dissolution Law, Cal. Health & Safety Code §§ 34170 et seq., OCII has assumed the Former Agency’s rights and obligations under the Redevelopment Plan, Plan Documents (as defined in the Redevelopment Plan), the Trust Agreement and SB 792 (including without limitation the trusteeship of the Public Trust), subject to certain state requirements to complete and dispose of redevelopment assets. Cal. Health & Safety Code § 34191.5. In addition,

OCII has assumed the rights and obligations of CFD No. 8. Under Ordinance No. 215-12, the City's Board of Supervisors established the Successor Agency Commission (commonly known as the Commission on Community Investment and Infrastructure) and delegated to it the state authority to implement and complete surviving redevelopment projects.

J. Currently, OCII has a contract with Parklab Open Space Management ("**POSM**"), which will expire on June 30, 2025 and will not be renewed. OCII seeks to enter into this MOA to have the City, through RPD, assume, effective July 1, 2025, the maintenance obligations required under the Resolution of Formation to fulfill the CFD Requirements.

K. Under Redevelopment Dissolution Law, OCII must transfer the Former Agency's interests in real property as part of the wind down of redevelopment activities. Cal Health & Safety Code § 34181 (a)(1). OCII prepared a long-range property management plan describing the transfer of its real estate assets consistent with the Redevelopment Dissolution Law. (the "PMP"). Oversight Board Resolution No. 14-2015 (Nov. 23, 2015). The PMP requires the transfer of the HPSY1 Parks, upon their completion, to the City and County of San Francisco for governmental purposes, namely public parks and open space. See Approved PMP for Hunters Point Shipyard/ Candlestick Point at page 13. The parties to this MOA agree that this MOA is an interim measure and that, upon the future transfer of the Premises, OCII and the City will enter into a new agreement whereby OCII provides CFD No. 8 maintenance funds for RPD's management of the Premises.

L. RPD manages over 4,000 acres of recreational land, which includes 181 playgrounds and play areas, 82 recreation centers and club houses, 230 neighborhood parks, and serves over 880,000 San Francisco residents. RPD's long-term commitment, values, mission, ties with community partners, and broad reach make it the ideal party to operate the HPSY1 Parks.

M. The parties now wish to enter into this MOA to allow RPD to operate and maintain the Premises in a coordinated and integrated manner as described in this MOA, subject to the Plan Documents, and the Resolution of Formation

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

AGREEMENT

1. RECITALS

The foregoing recitals are true and correct and are incorporated herein by this reference.

2. MANAGEMENT AND OPERATION OF PREMISES

(a) Management of Premises. RPD shall provide comprehensive property management services, including management, landscape, janitorial, general maintenance, and City park code enforcement ("Park Codes"), to manage the Premises for public use and enjoyment, as generally described herein and, consistent with the Resolution of Formation and its Description of Services to be Financed by the CFD in Exhibit A.

(b) Insurance and Indemnity.

- i. Insurance. The parties acknowledge and agree that RPD self-insures for general liability, automobile liability and workers' compensation and that such self-insurance shall cover any losses, claims or damages incurred by RPD directly or indirectly arising out of or connected with this MOA, and any RPD's activities under this MOA, excluding the willful misconduct or gross negligence of the person or entity seeking to be defended, indemnified or held harmless. However, at its sole discretion, RPD may purchase a policy of insurance to cover against any potential exposure to loss under this MOA.
- ii. Indemnification.
 - aa. RPD shall indemnify and hold OCII, its commissioners, members, officers, employees, and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages (collectively, "Claims") arising out of its performance in providing services under this Agreement except for Claims caused by the sole negligence or willful misconduct of OCII. In addition to RPD's obligation to indemnify OCII, RPD specifically acknowledges and agrees that it has an immediate and independent obligation to defend OCII from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to RPD by OCII and continues at all times thereafter.
 - bb. OCII shall indemnify and hold RPD, its officers, employees and agents, harmless from and against any and all Claims arising out of its performance in funding services under this Agreement except for Claims caused by the sole negligence or willful misconduct of RPD.

(c) **Maintenance Standards.** RPD shall maintain in good order, repair, and condition the Premises and all improvements thereon, consistent with the CFD Requirements. RPD agrees that its maintenance and repair obligations under the CFD Requirements include, but are not limited to, the obligation to maintain sidewalks on or adjacent to the Completed Premises.

(d) Premises.

(i) **Initial Premises.** Commencing upon the start of the Term (as defined below), RPD shall provide the services described in this MOA to and on the Initial Premises, which comprise the following HPSY1 Parks, as shown on Exhibit A:

Pocket Parks 9, 10, 11, 12, 13, 14, 15, 16, Galvez Overlook/Coleman
Promenade, and Community Facility Building/Storehouse Plaza

(ii) **Future Premises.** Upon the issuance of a Certificate of Completion of any improvements within an HPSY1 Park, OCII shall provide notice of such to RPD, pursuant to Section 11 below. The HPSY1 Park subject to such notice shall

become a part of the Premises immediately upon receipt of the notice. OCII and RPD shall cooperate to update Exhibit A to reflect such additions to the Premises. The Future Premises shown in Exhibit A are:

Hillpoint Park/Coleman Bluff Pedestrian Pathways,
Innes Court Park,
Hilltop Open Space

(e) Operations Plan. A primary objective of this Agreement is to ensure the smooth and integrated operation and maintenance of the HPSY1 Parks. Following the Effective Date, RPD staff will create an operations and program plan for all of the HPSY1 Parks (the “**Operations Plan**”), subject to review and approval by OCII acting as CFD No. 8, and to meet annually (in January), or such other period as requested by either RPD or OCII, to review and update the Operations Plan as needed. The Operations Plan may include rules and regulations governing the public’s use of the HPSY1 Parks, or RPD may instead rely on the rules and regulations in the Park Codes, subject to consistency with the Resolution of Formation, Redevelopment Plan and Plan Documents until their expiration.

(f) OCII Oversight. For so long as CFD No. 8 exists, OCII will review and approve the Operations Plan for the Premises, subject to the availability of CFD No. 8 funds to implement the plan, after deducting its administrative costs. The parties agree to work together in good faith to maximize appropriate funding from CFD No. 8.

(i) Maintenance Responsibility Transfer. RPD may transfer to another entity any and all maintenance responsibilities from time to time, with the consent of the Successor Agency Commission as the CFD No. 8 and RPD Commission, and any such transfer shall result in a corresponding change to the Maintenance and Operational Standards and the Approved Budget. Any such transfer shall be in writing, and RPD, in consultation with the Controller and the Mayor’s Budget Director, will work with CFD No. 8 to ensure that the CFD No. 8 Funds are allocated in accordance with the Approved Budget and the Operations Plan.

(g) Coordination Meetings. RPD and OCII, shall meet and confer from time to time to coordinate efforts, ensure consistency, and address any maintenance or repair issues, but no less than semi-annually. Each party shall designate a contact person for such matters. The initial contact persons are: for RPD, Eric Andersen (eric.andersen@sfgov.org), for OCII and for CFD No. 8, Lila Hussain (lila.hussain@sfgov.org).

(h) City Funding. RPD shall maintain the Premises consistent with the Plan Documents, CFD No. 8 requirements, the Operations Plan, the Approved Budget subject to available funding. Nothing in this MOA requires RPD to spend funds that have not been appropriated in its annual budget for the Premises. RPD shall seek budget authorizations and funding to maintain the Premises set forth in this MOA and as may be agreed to by RPD from time

to time; however any final budget decisions are subject to the approval of CFD No. 8, the Mayor, and the Board of Supervisors, each in their sole discretion.

- (i) Billing Procedures. RPD will submit invoices to OCII on a quarterly basis within thirty days after the end of each quarter, not to exceed the amount in the annual CFD budget. The invoices will include an actual budget accounting of expenses, describe the services provided, and include sufficient information to determine the methodology used to determine the costs. OCII staff will review and approve these invoices for payment. Reimbursement will occur no later than thirty days after a completed reimbursement request is submitted by RPD.

- a. Hourly rates billed for the Scope of Services will be based on salary and mandatory fringe benefits. Actual labor charges submitted as part of RPD billing must be supported by a City Labor Distribution Report (“LDR”) or similar payroll report to verify the actual cost of employee salary and fringe benefits. Labor charges submitted must not be based on estimated full time employee(s) (“FTE”), a budgeted amount, or a percentage allocation that is not reviewed and approved in advance by OCII.

- (j) Authority Not Abridged. Nothing in this MOA is intended to limit the authority of OCII under the Redevelopment Plan, the Plan Documents, and the Resolution of Formation, or to limit the Charter authority or regulatory authority of RPD.

3. APPROVED BUDGET

- (a) Approved Budget. RPD will provide the services and produce the deliverables described in the Operations Plan, and in accordance with the attached Exhibit B (the “**Approved Budget**”). The Approved Budget for the period of July 1, 2025 through May 31, 2026 is \$981,311 in total, comprised of projected operating expenses and capital expenses. RPD agrees to submit an invoice to OCII within thirty days after the end of each quarter and if consistent with the Approved Budget and this MOA, OCII agrees to reimburse RPD for services RPD performs in connection with the Premises so invoiced no later than thirty (30) days after receipt of each invoice from RPD. Unless otherwise agreed to in writing by OCII, RPD agrees and acknowledges that OCII is not obligated to reimburse RPD for any costs or expenses that exceed \$981,311 during the term of this MOA.

- (b) Amendment of Approved Budget. The Approved Budget may be amended by the Successor Agency Commission after review and recommendation from the Executive Director, subject to the availability of funds in CFD No. 8. The Approved Budget may not be amended to equal or exceed One Million Dollars (\$1,000,000) without approval of the City’s Board of Supervisors, in its sole discretion.

(c) Supplies. RPD will be responsible for purchasing all supplies for its activities with respect to the Premises from funds provided in the Approved Budget.

4. COMPLIANCE WITH HUNTERS POINT SHIPYARD REDEVELOPMENT PLAN DOCUMENTS

In assuming operation, maintenance, and repair of the Premises under this MOA, RPD agrees to comply with:

(a) CFD No. 8. All requirements of CFD No. 8 as they relate to the eligible use of CFD Funds to operate, maintain, and repair the Premises.

(b) Park Code. The parties agree that the Premises will generally remain open to members of the general public for use and enjoyment, consistent with other parks in the City, and subject to the Redevelopment Plan and related plan documents, applicable Municipal Codes including the City's Park Code and other applicable laws, as amended from time to time. RPD intends to apply the City's Park Code to the HPSY1 Parks pending approval of a resolution at the Board of Supervisors.

5. PUBLIC TRUST

The Public Trust Parks are subject to the requirements of (1) the Public Trust; (2) Sections 13 and 15 of SB 792 and (3) the statutory trust imposed by the Burton Act (Chapter 133, Statutes of 1968, as amended), and any additional restrictions on use created by the Agreement Relating to Transfer of the State of California to the City and County of San Francisco dated January 24th 1969 and recorded at Book B308, Page 686 of the Official Records, except that they will not be subject to Section 12 of the Burton Act (together, "the Public Trust Requirements"). RPD shall manage any Public Trust Parks that are or become part of the Premises in accordance with the Public Trust Requirements and subject to Section 10(a) below. RPD shall additionally be responsible for complying with substantive and procedural duties of the trustee under the Public Trust Requirements as to the Public Trust Parks as follows:

- All revenues received by RPD from the Public Trust Parks shall be expended only for those uses and purposes consistent with the Public Trust Requirements.
- All funds received or generated by RPD from the Public Trust Parks shall be segregated in separate accounts from Non-Trust received or generated funds.
- RPD will provide to OCII any information required for OCII to complete reporting obligations under the Public Trust Requirements, in sufficient time for OCII to complete such obligations.

6. EFFECTIVE DATE

The “**Effective Date**” of this MOA shall be when fully executed and approved by the Successor Agency Commission and the RPD Commission but shall be no earlier than July 1, 2025.

7. TERM.

The “**Term**” of this MOA shall begin on the Effective Date and continue until such time as OCII may transfer the Premises to the City, but in no event longer than one (1) year after the Effective Date. Either party to this MOA may terminate this MOA earlier by providing not less than 180 days’ notice to the other party. Any termination must be in writing, and any termination initiated by RPD will be subject to the prior approval of the Recreation and Park Commission.

8. CONTROLLER CERTIFICATION OF FUNDS

Nothing in this MOA requires a City department to incur costs or expend funds that are not included in its annual budget, as approved by the City’s Board of Supervisors and Mayor. This MOA is subject to the budgetary and fiscal provisions of City’s Charter. Notwithstanding anything to the contrary contained in this MOA, there will be no obligation for the payment or expenditure of money by City unless the Controller first certifies, under Section 3.105 of City’s Charter, that there is a valid appropriation from which the expenditure may be made and that unencumbered funds are available from the appropriation to pay the expenditure.

9. SIGNAGE

RPD as required may create and implement a signage program, so that the Premises all share consistent regulation signs and policies. So long as the Redevelopment Plan in effect, the signage plan will be subject to the approval of OCII.

10. RESTRICTIONS ON USE; COMPLIANCE WITHLAW

(a) RPD will not use or permit the Premises to be used in a manner that violates this MOA, the Redevelopment Plan or Plan Documents, or that would materially interfere with the primary purposes of public access to the Premises.

(b) Except as otherwise described in the Operations Plan or this MOA, RPD will not, without the prior consent of OCII: (i) allow overnight stays at the Premises; or (ii) conduct or allow activities that would prevent or materially impede public access to the Premises.

(c) RPD will promptly notify OCII if there has been a release of any hazardous materials in or around the Premises. RPD will cooperate, with the City Attorney and OCII, in any action against the party responsible for the release.

11. NOTICE

Any notice given under this MOA shall be effective only if in writing and given by delivering the notice in person or by sending it first-class mail or certified mail with a return receipt requested or by overnight courier return receipt requested, with postage prepaid, at the following addresses, or at such other addresses as the agencies listed below may designate by notice as their new address:

Address for RPD:

Phil Ginsburg
General Manager
McLaren Lodge, Golden Gate Park
501 Stanyan Street
San Francisco, CA 94117
Telephone No: (415) 831-2700
Email: rpdinfo@sfgov.org

Address for OCII:

Thor Kaslofsky
Executive Director
1 South Van Ness Ave., 5th Floor
San Francisco, CA 94103
Telephone No: (415) 749-2588
Fax No: (415) 749-2585
Email: thor.kaslofsky@sfgov.org

Any notice hereunder shall be deemed to have been given two (2) days after the date when it is mailed if sent by first-class or certified mail, one day after the date it is mailed, if sent by overnight courier, or upon the date personal delivery is made. For convenience of the parties, copies of notices may also be given by email, facsimile or telephone to the address or numbers set forth above or such other address or number as may be provided from time to time; however, no party may give official or binding notice by email, telephone or facsimile.

12. MINERAL RESERVATION

The State of California, pursuant to SB 792, as amended, has reserved all subsurface mineral deposits, including oil and gas deposits, on or underlying the Premises.

13. ENTIRE AGREEMENT

This MOA (including attached exhibits and attachments) contains the entire understanding between the parties with respect to the subject matter hereof.

14. EXCLUSIVE BENEFIT OF PARTIES

The provisions of this MOA are for the exclusive benefit of the City departments and OCII, and not for the benefit of, nor give rise to any claim or cause of action by, any other person. This

MOA shall not be deemed to have conferred any rights upon any person except the signatories to this MOA.

15. APPROVALS

All approvals or disapprovals under this MOA and any agreements contemplated hereby may be given on behalf of RPD by the RPD General Manager or the General Manager's designees, except as otherwise specified herein or in the City Charter or the City's Municipal Code and on behalf of OCII by OCII's Executive Director or the Executive Director's designee, except as other required by law.

16. AMENDMENTS

This MOA may be amended only by a signed writing of OCII and RPD. The RPD General Manager, in consultation with the City Attorney, may execute written amendments on behalf of RPD, and OCII's Executive Director, in consultation with OCII's General Counsel, each provided the amendments do not materially increase the obligations or liabilities of RPD, further the purposes of this MOA, and are in compliance with all applicable laws.

IN WITNESS WHEREOF, the parties have caused this MOA to be executed as of the date written below.

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation operating by and through its RECREATION AND PARK DEPARTMENT

By: _____
Phil Ginsburg
General Manager

Date Signed: _____

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, commonly known as the OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE, a public body organized and existing under the laws of the State of California and acting under its authority as Community Facilities District No. 5

By: _____
Thor Kaslofsky
Executive Director
San Francisco Office of Community Investment and Infrastructure

Date Signed: _____

Approved as to form:
DAVID CHIU, City Attorney

Approved as to form:
James B. Morales
Successor Agency General Counsel

By: _____
Manu Pradhan
Deputy City Attorney

Recreation and Park Commission Resolution No. _____

Commission on Community Infrastructure
and Investment Resolution No. _____

EXHIBIT A

PREMISES

[Attachment on following page]

EXHIBIT B

APPROVED BUDGET

Not to Exceed \$981,311
Estimated expenses are below.

CFD 8 Budget for FY 25-26

Shipyard Budget		FY25-26 (11 months)	
Class	Class Title	FTE	\$
2708	Custodian	0.46	\$ 55,917
3417	Gardener	2.75	\$ 383,235
3422	Park Section Sup	0.46	\$ 76,998
Structural Maintenance Yard Staff		0.92	\$ 158,912
8208	Park Ranger (off-budget)	1.00	\$ -
Utilities / Operation costs			\$ 206,250
Maintenance/M&S			\$ 100,000
Total Budget			\$ 981,311
Total		5.58 FTE	