



108-0112021-002

Agenda Item **No. 5(b)**
Meeting of June 1, 2021

INFORMATIONAL MEMORANDUM

TO: Community Investment and Infrastructure Commissioners

FROM: Sally Oerth, Interim Executive Director

SUBJECT: Authorizing Interim Uses for the Activation of the Former Transbay Temporary Terminal Site on Transbay Blocks 2, 3, and 4; Approving Activation Designs; Authorizing the Executive Director to Execute a Revocable Permit to Enter with East Cut Landing Partners, a Delaware Statutory Public Benefit limited liability company to Design, Implement and Manage the Authorized Interim Activation Uses; Transbay Redevelopment Project Area

EXECUTIVE SUMMARY

The Office of Community Investment and Infrastructure (“OCII”) owns the former Transbay Temporary Terminal Site (bounded by Howard, Main, Folsom and Beale Streets (the “Site”)), which consists of Blocks 2, 3 & 4 in Zone 1 of the Transbay Redevelopment Project Area. The Site will be developed for affordable housing (“Block 2”), a public park (“Block 3”), and a mixed-income residential development (“Block 4”) in accordance with the Transbay Redevelopment Plan (“Redevelopment Plan”). Under the Redevelopment Plan, OCII has land use authority in Zone 1.

In the meantime, the community has requested that OCII facilitate the activation of the Site with publicly accessible uses until development commences, currently proposed for early 2023. The Redevelopment Plan provides for permitted land uses in Zone 1, including community serving retail and personal services, arts activities, physical fitness facilities, recreation facilities, community serving offices, outdoor activity areas, and public, semi-public, institutional and nonprofit uses. In addition, the Redevelopment Plan authorizes OCII to permit the temporary use of land, pending its development, for interim uses not in conformity with the uses permitted in the Redevelopment Plan.

London N. Breed
MAYOR

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In December 2020, OCII issued a request for proposals ("RFP") for interim activation of the Site, at no cost to OCII, through uses authorized under the Redevelopment Plan. Two teams responded to the RFP and in February 2021 OCII convened an evaluation panel. Based on the results of the panel, staff recommends that OCII execute a Permit to Enter ("PTE" or Permit) with East Cut Landing Partners, a Delaware Statutory Public Benefit limited liability company ("ECLP").

ECLP proposes a phased activation, carried out both by ECLP directly and also by selected vendors, operators, concessionaires, contractors and subcontractors ("Sub-Permittees"), that will initially include small soccer fields, local food trucks, food and retail stalls for local businesses, a family-friendly beer garden, fitness space, an outdoor cinema and a children's play area, all of which will be open to the public, subject to the ability to reserve some spaces for organized (i.e., league) use and private group uses for certain limited periods. As the Site becomes activated, ECLP proposes additional uses including pickleball courts, a secure dog run, further improvements to the kid's play area, as well as temporary artworks and signage. In addition, the proposal contains approximately 29,000 square feet of flex space that will initially be used for uses consistent with those listed above, but can provide space for other uses approved by OCII and identified over the course of the activation.

OCII staff have negotiated a revocable PTE (included as Attachment 1), which requires ECLP to design, implement and operate its activation proposal on the Site, including covenants to manage its Sub-Permittees and maintain and secure the Site for the duration of the activation period at no cost to OCII. It allows ECLP and/or its Sub-permittees to install improvements on the Site to facilitate its proposed uses, including the sport courts, cinema, new exterior fencing, temporary artworks, directional signage, and interior improvements to the existing buildings on the Site for ECLP's specified uses. The PTE also includes liabilities protections reviewed and recommended by OCII's insurance consultant; allows OCII to regulate any additionally proposed uses, the "Operating Hours" for the Site; and private events; and includes requirements for compliance with OCII's SBE, Minimum Compensation, and Health Care Accountability Policies, as applicable. Furthermore, ECLP has proposed an outreach policy to provide participation opportunities to local businesses with the Transbay area. In recognition that OCII will need to develop the Site for housing, public park, and related uses, the OCII may terminate the PTE on 60 days' notice or earlier under certain circumstances.

Together with negotiating the Permit, OCII staff has reviewed the proposed uses and determined that they conform with the Redevelopment Plan. Moreover, staff's review of the ECLP's proposed budget for its obligations on the Site as well as its projected revenues indicates that ECLP will be able to meet its obligations to fully activate, manage, maintain, and secure the Site at no cost to OCII for the enjoyment of the public and surrounding community.

Staff recommends that the Commission authorize the uses proposed under the PTE, approve the design for the PTE uses, and authorize the Executive Director to execute the Permit to Enter with East Cut Landing Partners, a Delaware Statutory Public Benefit limited liability company.

BACKGROUND

The Board of Supervisors of the City and County of San Francisco ("Board of Supervisors") approved the Redevelopment Plan for the Transbay Redevelopment Project Area by Ordinances No. 124-05 (June 21, 2005) and No. 99-06 (May 9, 2006), as amended by Ordinance Nos. 84-15, (June 18, 2015) and 62-16, (April 28, 2016) ("Redevelopment Plan"). The Redevelopment Plan's purpose is to redevelop approximately 40 acres of property into a vibrant new downtown neighborhood and to generate funding for the Transbay Joint Powers Authority ("TJPA") to construct the Transit Center.

In 2013, after the state dissolved the San Francisco Redevelopment Agency ("Former Agency"), OCII continued implementation of the Redevelopment Plan and related agreements determined finally and conclusively by the California Department of Finance ("DOF") to be enforceable obligations under Redevelopment Dissolution Law.

Consistent with its enforceable obligations, OCII acquired, by Resolution No. 23-2020 (Aug. 18, 2020), the Site from TJPA to develop residential and open space uses. OCII continues to negotiate with a developer for a mixed-income residential project on Block 4, is working with San Francisco Public Works and Recreation and Parks on the design of Transbay Park on Block 3 and has entered into an exclusive negotiations agreement with affordable housing co-developers for the development of two residential projects on Block 2. Construction of these permanent uses is anticipated to begin in early 2023. See Attachment 2, Development Map.

In the meantime, the surrounding East Cut Neighborhood community sought from the TJPA and OCII a plan to activate the Site to benefit the neighborhood. The Redevelopment Plan, Section 3.4.4. states that "[p]ending the development of land by developers and participants, the Agency is authorized to use temporarily or permit the temporary use of any land in the Project Area for interim uses not in conformity with the uses permitted in this Plan." In addition, Sections 3.3.1 and 3.4.3 of the Redevelopment Plan identify certain permitted land uses, including community serving retail and personal services, arts activities, physical fitness facilities, recreation facilities, outdoor activity areas, community-serving offices, and "public, semi-public, institutional or nonprofit uses" which include "parks, plazas, playgrounds, recreational and sports facilities ... [that] conform, so far as possible, to the provisions of this Plan applicable to the uses in the specified area involved and the Streetscape and Public Open Space Plan to be adopted by the Agency. The Agency may impose other reasonable restrictions upon such uses as are necessary to protect the development and use of the Project Area." Taken together, these provisions allow establishment of certain, publicly accessible, interim activation uses that are proposed for the Site.

RFP Selection Process

On December 3, 2020, OCII released the RFP, seeking proposals that included uses such as an outdoor food or beverage court, including food trucks; outdoor farmer's market; outdoor retail; outdoor

recreational uses; sports programming (soccer field, tennis court, etc.); and outdoor movies that cater to, and create vitalized spaces for those who live, work and visit the East Cut Neighborhood of San Francisco, and other nearby communities. Applicants were encouraged to conduct outreach and engage with the “bricks and mortar” East Cut Neighborhood’s business community, residents, and other relevant stakeholders for input on potential uses. OCII sought a record of proven success delivering services to an economically and socially diverse community and a strong commitment to serving neighborhood communities. Extensive notification of the RFP was provided to farmers markets, community groups, food truck operators, athletic associations, and various outdoor event operators (including Small Business Enterprises) through OCII’s email lists. The RFP was made available on OCII and the City’s websites.

Evaluation Process and Criteria

OCII received two responses to the RFP in February 2021, which were both deemed to be complete and responsive to the RFP submittal requirements. The two proposal teams were as follows:

1. **Parklab**, a California limited liability company that provides urban placemaking and activation; and
2. **East Cut Landing Partners**, a partnership consisting of:
 - East Cut Central Business District, a 501(c)(3) non-profit corporation (“CBD”)
 - Street Soccer USA, a 501(c)(3) non-profit organization (“SSUSA”)
 - KGK Consulting (now Real Active), a sole proprietorship that focuses on helping property owners activate and optimize their assets and secure programming partners
 - Nestory Park, a national commercial real estate developer that focuses on developing sites that emphasize community programming and amenities

OCII contacted team references and convened an evaluation panel comprised of representatives from TJPA, the San Francisco Office of Economic and Workforce Development, the Transbay Citizen’s Advisory Committee (“CAC”), and OCII. The evaluation panel reviewed the proposals in advance of the applicant interviews, which were held via video conference (due to COVID-19 stay-at-home health orders) on February 17, 2021. A representative from OCII’s contract compliance team attended the interviews to discuss OCII workforce policies, but did not participate in the evaluation process.

The evaluation panel scored the applicant teams using the selection criteria set forth in the RFP: a total of up to 40 points were awarded for the proposed operations plan; a total of 30 points were awarded for team experience and qualifications; and a total of 30 points were awarded for team financial capacity, for an overall total of up to 100 points.

Based on these, evaluation criteria, the panel recommended ECLP with an average score of 84/100. The panel noted that the proposal from ECLP included, among other things, a robust plan for activation uses, a realistic and thoughtful budget and rollout plan based on their experience activating spaces, multiple funding sources, and strong local business/SBE and marketing and outreach plans.

Following its selection, OCII requested that ECLP prepare and submit an Operations Plan, providing greater detail on how it intends to activate the Site and meet its obligations for management, security, public safety during and after the COVID pandemic, outreach and community participation. The ECLP Operations Plan is attached hereto as Attachment 4.

DISCUSSION

Following the evaluation panel recommendation of ECLP in March, OCII staff reviewed and commented on ECLP's Operations Plan, and used it as a basis for negotiating an agreement with ECLP to access, activate and manage the Site. The material terms of the ECLP proposal and resulting agreement are discussed below.

Phased Activation of the Site

ECLP proposes to meet its obligation to activate the Site in two phases. Initially, ECLP will expend approximately \$430,000 in Site-improvement costs and in-kind equipment donations, including removing existing temporary construction fencing and replacing it with secured fencing along portions of the Site, together with paving art, signage, utility connections, lighting, Site and building cleaning and readiness to make the Site appropriate and appealing for public use and ready for installation of activation uses. Once the Site preparations are complete, ECLP, both on its own and overseeing its Sub-Permittees, will install improvements for the **first phase** of activation, which includes small soccer fields, a space for local food trucks, food and retail stalls for local businesses, a family-friendly beer garden, fitness space, an outdoor cinema and a children's play area. Once the Site has begun operating, ECLP will use Site-generated revenue to install **second phase** improvements including two pickleball courts, a secure dog run, further improvements to the children's play area, as well as additional temporary artworks and signage. If revenue is not immediately available to install all second phase improvements at once, OCII staff will work with ECLP to prioritize uses most important to the community. Attachment 3, Design Plans, show ECLP's concept for Site improvements as well as the location for the activation uses.

Permitted Uses

Staff is requesting that the Commission authorize, using its authority under Sections 3.4.3, 3.4.4 and elsewhere in the Redevelopment Plan, the following uses, which ECLP and its Sub-Permittees would engage to activate the Site. The uses listed below are generally consistent with other permitted uses within the Transbay Downtown Residential District (Zone 1) of the Redevelopment Plan, which include Community-serving retail and personal services; Arts Activities and Spaces; Community-serving professional and business offices offering on-site services; Physical fitness facility; Recreation facility Outdoor activity area.

1. Food & Beverage.

- a. **Food trucks.** ECLP will contract with local operators to deliver diverse, high-quality and popular food options. ECLP proposes operating up to five food trucks featuring a rotating mix of food options from San Francisco operators. ECLP is working with Miguel Escobedo, owner of the Al Pastor Papi truck, one of the City's most visible and successful mobile food operators, to lead an effort to self-organize food truck operator-Sub-Permittees for the Site.
- b. **Food stalls.** ECLP will engage with local restaurants and food vendors to operate food stalls (approximately 60 – 80 square feet in size based on users' needs) that will allow for Sub-Permittees without food trucks to operate within the Site.
- c. **Beer Garden.** ECLP proposes to work with Sub-ECLP Monarch Beverage Catering to create a family friendly beer-garden style outdoor space with seating and related amenities that serves as the central gathering spot for the Site. In support of this objective, a Family Zone of approximately 4,000 square feet has been established within the Beer Garden community area that will be demarcated through design elements and signage.
- d. **Farmers Market.** ECLP intends to engage a Sub-ECLP to provide a weekly farmers market on the Site that focuses on fresh and affordable produce.

2. Recreation / Fitness.

- a. **Soccer.** SSUSA will install and operate two "short" soccer fields. SSUSA will operate three programs: SSUSA curriculum skills to neighborhood youth and teens typically offered in the after-school hours and evenings. This program is offered through direct outreach to youth and families living in below market rate housing as well as through partnerships with local community based organizations. SSUSA will also host Open Free Play for the public five days per week, and operate leagues and special events for local businesses and teams.

SSUSA currently operates in several San Francisco neighborhoods including North Beach, Chinatown, the Tenderloin, the Western Addition, the Bayview, and the Mission, among others. SSUSA is a long-time partner of the San Francisco Recreation & Parks Department and is a grantee of the City's Department of Children, Youth and their Families.

- b. **Fitness.** ECLP will dedicate approximately 9,000 square feet for fitness and wellness programs including third-party hosted programs and dedicated community fitness space.

- c. **Pickleball.** ECLP will install two courts (approximately 4,000 square feet) and provide all necessary equipment to play. San Francisco Pickleball Community (“SFPC”) is serving as an advisor to ECLP and has offered to provide equipment, instructions, marketing, and social events to support the courts on the Site.
3. **Arts/Outdoor Cinema.** ECLP will work with Sub-ECLP Rooftop Cinema (a cinema experience provider with locations in seven U.S. cities) to provide an approximately 9,700 square foot space dedicated for a high-quality and affordable cinema experience, providing seating and wireless headsets in a unique setting.
4. **Retail Stalls.** ECLP will create retail stalls (approximately 60 – 80 square feet in size based on users' needs) surrounding the Beer Garden and dedicated community area for local retailers to maintain a permanent or semi-permanent presence on the Site.
5. **Kids Play Area.** Approximately 4,000 square feet will be dedicated for a combination of colorful rubber padding and designated, themed pathways that will create a space for children and families to safely play. Short and transparent fencing or barriers will be installed to delineate the space. Once the space is established, ECLP will install modular play structures to complete the build out of the kids play area.
6. **East Cut CBD Office / Youth / Community Services Space.** ECLP will allow approximately 4,000 square feet of the existing Greyhound building (200 Folsom) to be used by the CBD (as a subcontractor to ELCP) for use by its CBD Services Team and by CBD's contractor (Block by Block) for their maintenance, security, and administration services at the Site, as well as throughout the District. The remainder of the building will be used to provide space for community-group uses, for example as space for after-school and summer activities for children that incorporate both classroom teaching and potential for fitness activities outside of the building, to address the impact of distanced learning and absence of school fitness and sports.
7. **Small Dog Run.** ECLP will construct an approximately 4,000 square-foot self-contained dog run. The area will be accessed from Main Street and not have direct entry into the rest of the Site.
8. **Transportation Area.** The Permit identifies an area within the Site to serve as a location for bike parking and organized parking of third-party rental bikes and scooters.
9. **Temporary Art Installations.** To the extent funds are available, ECLP proposes to engage the local artists to facilitate the installation of temporary public art within the Site.

Flex Spaces. In addition to specifically programmed spaces, the proposed Permit intentionally leaves approximately 30,000 square feet of space within the Site less strictly programmed, to initially accommodate overflow from established uses within the Site as well as to provide space that can accommodate requests for short-term community programming and events, and unanticipated programming needs and potential future uses. Future uses of the flex spaces would be required to be consistent with Permitted Uses listed above or receive prior approval by the Successor Agency before implementation.

Private Events. The Permit allows for limited private events on the Site, including private events that use the whole Site, which would be allowed for no more than six consecutive days and 16 total days per year; and private events on portions of the Site, which could account for no more than 20% of the time the area would otherwise be open to the public. Private events are subject to review and approval of OCII. A reservable portion of the beer garden and the Soccer Fields may be reserved for longer periods notwithstanding the 20% limitation, provided the reversible area of the beer garden is held open for the public for certain prime times, and that SSUSA provides opportunities for free play for the public as well as more regulated league-based and community programming (which are also available for members of the public to sign up to participate in).

Design

Although the proposed activation is not permanent, OCII Staff has requested that ECLP provide a design submittal for the improvements to be installed on the Site. Attachment 3: Design Plans shows the conceptual design and location of improvements, as well as locations of fencing, existing utilities, proposed lighting, and perspectives of the proposed activation from the surrounding public realm. OCII staff recommend approving the Design Plans as complementary to and consistent with the surrounding area, subject to two conditions discussed below.

Hours of Operation

The Permit Area will be open and accessible to members of the public seven (7) days per week generally from 7:00 am to 10:00 pm during the week and 11 pm on weekends, except for the outdoor cinema, which may be open to 12 am (utilizing individual headphones for participants). Fitness areas may have a starting time of 6 am during the week, utilizing individual headphones for participants. Operating Hours may be adjusted at OCII's discretion.

Property Management, Security, Maintenance, Safety

As described in Property Management Services (Attachment 3 to the Permit), ECLP will be responsible for property management duties according to standards approved by Successor Agency, including maintenance and repair, janitorial, access, security, and landscaping services. ECLP will dedicate one full-time operations manager ("Site-Ops Manager") who will be responsible for overseeing the Permit Area, the work of hired staff, and Sub-Permittees.

ECLP's Operations Plan states that the East Cut CBD will make its existing vendor, Block by Block, available to ECLP to provide on-site maintenance, janitorial, and security services at the Site in exchange for use of a portion of the Greyhound Building as an operations center for Block by Block's operations within the East Cut Neighborhood. Block by Block currently provides similar services within the CBD's jurisdiction. Allowing Block by Block to use the Greyhound building is beneficial to Site maintenance and security as it will allow for a presence 24/7, with Block by Block overnight security staff providing a continual presence and making them available on-Site 24/7 to monitor the Site, particularly during non-Operating Hours.

Existing landscaping on the Site is not extensive. CBD gardening staff, supplemented by ECLP Sub-Permittees as necessary, will monitor and maintain existing plants on a watering schedule, utilizing the existing irrigation system; will provide weeding in existing planting areas; and will tend to temporary planting areas and/or planter boxes installed as part of the activation. For issues that arise that are outside of Block by Block staff expertise, Sub-Permittees will be hired. Examples include electrical, mechanical, and plumbing repairs, or landscape maintenance above and beyond general gardening requiring an arborist (tree health).

Regulations, Permitting and Licensing

Under the Permit, ECLP is required to obtain, and ensure that its Sub-Permittees possess or obtain, all required permits and licenses for each proposed activation use, and otherwise comply with applicable laws. To respond and prepare, ECLP has retained an advisor with extensive experience in mobile food & beverage permitting, and knowledge of with the Department of Public Health, Department of Public Works, San Francisco Planning, and Department of Alcoholic Beverage Control to ensure a timely and compliant process to obtaining necessary permits. This requirement also extends to implementing COVID-19 safety protocols, and ensuring its Sub-permittees follow COVID-19 protocols, as required by DPH's Public Health Order on COVID health department guidelines.

Insurance and Indemnification

ECLP will obtain and maintain insurance, subject to approval by Successor Agency, throughout the term of the Permit at no expense to Successor Agency. ECLP will carry insurance as described in Attachment 4 to the Permit, including coverage for Successor Agency and ECLP regarding claims raised by sub-permittees and invitees. To the fullest extent allowable by law, ECLP shall hold harmless, defend at its own expense, reimburse, and indemnify Successor Agency, the City and County of San Francisco and their respective commissioners, members, officers, agents and employees against any and all liabilities, claims, losses, damages, injuries, penalties or expenses, including reasonable attorney's fees, arising directly or indirectly from all acts or omissions to act of ECLP or its officers, agents or employees in rendering services under the Permit.

Term of the PTE

The Permit is a revocable, personal, non-assignable, non-exclusive, and non-possessory privilege to enter and use the Site that will terminate sixty (60) days after written notice to ECLP of OCII's intent to transfer the Site or to commence construction of permanent improvements on the Site (or as to portions of the Site), which is anticipated to occur in 2023. The Permit also provides that earlier termination may occur upon certain events of default and that businesses using the Site will not be entitled to relocation benefits upon termination of the Permit.

Costs and Revenue

ECLP has provided a summary of start-up costs and revenue sources and an operating budget for activation, which are both incorporated into the Operations Plan.

Start-Up Costs. ECLP anticipates total start-up costs for all phases to be approximately \$636,500, with approximately \$482,500 required for the first phase of activation. Per ECLP, it retains the necessary funds to activate the first phase upon Commission authorization and execution of the Permit. ECLP continues to actively fundraise for second phase activation, including from sponsorships and donations, as well as through expected revenue from first phase activation.

Management Expenses Estimate. ECLP also provided a monthly operating expense estimate for all Site management obligations, starting with taking possession of the Site before activation through full activation. At full activation, ECLP expects to expend approximately \$45,200 per month on Site management costs, which excludes costs of Sub-Permittees in maintaining portions of the Site exclusively operated by each Sub-Permittee (e.g., Street Soccer maintaining the soccer fields or Rooftop Cinema maintaining the cinema space). OCII staff reviewed the ECLP expenses estimate as well as requested a review of the estimate from its current Site property manager and discussed their feedback with ECLP. Based on this review, OCII staff believe ECLP's estimates for operating expenses to be sound. OCII staff have requested that ECLP begin setting aside a contingency amount to protect against the necessity of a large one-time expenditure. Overall, ECLP's revenue estimates (discussed below) are sufficient to accommodate the proposed management costs and would also be able to accommodate potential increases in expenses, e.g., if additional security or other property management costs arise. Thus, staff believe that ECLP's projections are sound and could be carried out within the proposed financial framework of ECLP's operations.

Revenue Projections. Given the uncertainty surrounding public activations during COVID, OCII requested that ECLP and its Sub-Permittees provide a conservative estimate of revenues from the Site. ECLP projects that with full activation, the Site will generate an average of \$31,000 per month, mainly from a percentage of revenue-generating uses of Sub-Permittees. Monthly revenue ranges from -\$22,000 in the first month of operations (losses which ECLP will bear), to a high of approximately \$56,400 in a hypothetical holiday period which carries revenue from one-time/seasonal events. Overall, staff believe ECLP and its proposed Sub-Permittees' experience

in operating outdoor event spaces is likely to result in a reasonable estimate of revenues, if difficult to estimate during the pandemic. Staff believe that revenues could be lessened by as much as 50% and still allow ECLP to generate revenue sufficient to ensure continued activation and management of the Site, even with assumed increases in management costs discussed above. It should be noted that ECLP is taking significant financial risk in advancing funds to undertake the activation and in taking on obligations to manage the Site, and under the Permit will be required to carry out a program that is of significant benefit to the surrounding community, both residents and local businesses, as well as managing OCII property free of cost to OCII. In this context, OCII staff believe ECLP's estimates to be reasonable and consistent with applicable requirements for use of OCII property.

SBE Participation. The Permit contains requirements for compliance with SBE policies to ensure participation of local and Project Area SBEs within the activation, as discussed in greater detail below.

SMALL BUSINESS ENTERPRISE AND WORKFORCE COMPLIANCE

East Cut Landing Partners is dedicated to the East Cut neighborhood community and, under the PTE, it will comply with OCII's Equal Opportunity Program, including Small Business Enterprise, Nondiscrimination in Contracts and Benefits, Minimum Compensation, and Health Care Accountability Policies.

ECLP has and will continue to conduct outreach to local small businesses prioritizing in the East Cut CBD boundary in accordance with Successor Agency SBE Policies. Sub-permittees located outside of the East Cut CBD boundary will be prioritized based on proximity to the neighborhood boundary, diversity of ownership, quality and variety of cuisine, and popularity. To date, ECLP has emailed and called merchants within the district and walked the neighborhood engaging owners and employees in open storefronts to communicate the opportunity at the Permit Area. As more businesses reopen, ECLP's staff will re-walk the district to broaden awareness. ECLP will also continue to coordinate with OCII Contract Compliance staff to identify potential SBEs that can participate in activation.

Upon Commission approval, ECLP will develop an East Cut Landing website that will highlight opportunities for SBE's and provide an intake form for interested parties. In addition, ECLP anticipates spreading the word through webinars, site tours, online websites and blogs focused on food and community events and working with OCII Contract Compliance to connect with SBEs in OCII project areas.

Transbay Citizens Advisory Committee (“Transbay CAC”)

OCII staff and ECLP presented the proposed activation plan to the Transbay CAC at its meeting of April 8, 2021. The CAC is anxious to see the Permit Area activated. The CAC reviewed ECLP’s proposal and voted to authorize OCII to negotiate a Permit with ECLP. Of the six members present, four members supported authorizing the Permit and two members abstained from voting due to their membership on the East Cut CBD Board.

CALIFORNIA ENVIRONMENTAL QUALITY ACT

Authorizing the proposed interim uses for the activation of the Site; approving the activation designs; and, authorizing the Executive Director to execute a Permit to Enter and Agreement with East Cut Landing Partners to design, implement and manage the proposed interim uses are categorically exempt from the California Environmental Quality Act (“CEQA”) in accordance with Section 15304 (e) of the CEQA Guidelines because these actions would allow minor alterations to land consisting of minor temporary uses of land having no permanent effects on the environment.

NEXT STEPS

ECLP anticipates being able to significantly activate the Permit Area within approximately four weeks after executing the Permit. If authorized, OCII will confirm insurance coverages and entity formation requirements for ECLP and authorize them to enter the Site to proceed with activation. The following is a general schedule for activation:

June 2021

- Commission approval of Permit

July 2021

- Execution of Permit with ECLP
- ECLP assumes responsibility for utilities and fire alarm contract
- Beer Garden
- Food Trucks
- Street Soccer
- Outdoor Fitness

August 2021

- Outdoor Cinema
- Retail Stalls
- Dog run
- Kids Play Area

August - September 2021

- Farmer’s Market
- Pickleball
- Youth/ Community Services

- Senior Outreach

Fall 2021

- Seasonal events
- Temporary art/ interactive installations

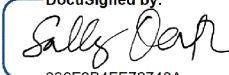
Spring 2023

- Long-term construction commencement on TB 2-3-4

STAFF RECOMMENDATION

Staff recommends that the Commission authorize the proposed interim uses, approve the Design Plans and authorize the Executive Director to execute the Permit with the East Cut Landing Partners Team to manage the interim activation of the Permit Area.

(Originated by Paige Peltzer, Development Specialist)

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Sally Oerth

Interim Executive Director

Attachment 1: Interim Activation Permit to Enter + Attachments

Attachment 2: Development Map and Schedule

Attachment 3: Design Plans

Attachment 4: ECLP Operations Plan

PERMIT TO ENTER AND AGREEMENT TO ACTIVATE AND MANAGE

(Transbay Blocks 2, 3 & 4 Former Transbay Temporary Terminal Site)

Effective as of _____, 2021 (the “Effective Date”) 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 referred to as the Office of Community Investment and Infrastructure (“**Successor Agency**”) grants to **EAST CUT LANDING PARTNERS**, a Delaware Statutory Public Benefit limited liability company (“**Permittee**”) a temporary non-exclusive permit to enter upon certain Successor Agency-owned real property located on Assessor’s Block 3739, Lots 002, 004, 006, 007, and 008 (200 and 250 Main Street and 200 Folsom Street, San Francisco, California) also known as Transbay Blocks 2, 3 and 4 (hereinafter referred to as the “**Permit Area**”), upon the terms, covenants and conditions hereinafter set forth in this Permit to Enter and Agreement to Activate and Manage (“**Permit**”).

1. Permit/License. In consideration of the stated conditions and agreements herein, the Successor Agency hereby grants to Permittee a revocable, personal, non-assignable, and non-possessory privilege to enter upon and activate, manage and maintain the Permit Area for the enjoyment of public visitors, guests and customers (“**Invitees**”) in accordance with this Permit and Successor Agency Commission Resolution No. XXX-21 approved [date]. The Permit is non-exclusive and is subject to the rights of ingress and egress by the Successor Agency and others who are authorized to access portions of the Permit Area. The Permittee intends to activate the Permit Area by authorizing various agents, employees, vendors, operators, concessionaires, contractors, subcontractors and other persons (“**Sub-Permittees**”) to engage in Permitted Uses (as defined in Section 3 below), whose rights shall arise through the Permittee under this Permit.

2. Permit Area: The Permit Area is more particularly depicted on **Attachment 1, Permit Area**, attached hereto and made a part hereof.

3. Permitted Uses:

a. **Generally.** The Permittee may enter and use, at its sole cost and expense, the Permit Area solely for food/beverage service including food trucks, recreation and fitness, outdoor cinema, farmers market, retail stalls, kid's play area, small dog run, and, within the "Greyhound Building", office use for the East Cut Community Benefit District, youth/community services space and event space for community (non-commercial) groups, all as generally identified on **Attachment 2, Proposed Permit Area Activation**, as well as to perform its property management obligations specified in Section 4 below. (the “**Permitted Uses**”). No other uses are permitted unless approved in advance by the Successor Agency, and Permittee shall provide advanced notice of any material changes to the proposed activation shown on Attachment 2. Permittee acknowledges that all Permitted Uses are subject to Permittee's compliance with all laws, as provided herein, including without limitation all public health orders related to the COVID-19 pandemic.

b. **Private Events.** The Permittee acknowledges the Permit Area is primarily intended to be activated and used for the enjoyment of the public. Certain private events may be allowed in accordance with the following:

i. Entire Permit Area. Subject to prior notice to and reasonable approval by Successor Agency, Permittee may offer the entire Permit Area for private events lasting no longer than six days (including closure necessary for setup and take down periods) for a cumulative duration of sixteen (16) days within a 365-day period. Permittee shall be responsible for assessing and implementing necessary additional security, maintenance and other services (e.g., bathrooms, valet parking) for such events and shall be responsible for ensuring that such needs are fully met. Permittee shall repair or cause to be repaired any damage caused by such events. Permittee shall ensure that its policies of insurance cover liabilities associated with such events or provide, for Successor Agency's prior review and approval, evidence of the event sponsor's adequate insurance coverage.

ii. Portions of Permit Area. Subject to prior notice to and reasonable approval by Successor Agency, Permittee or its Sub-permittees may offer discrete portions of the Permit Area for a reasonable number of private events (i) consistent with those uses specified in Section 3(a) and otherwise consistent with this Permit, (ii) provided that such events constitute no more than 20% of the total daily hours the specified portion of the Permit Area is typically operated, and (iii) provided that public access is otherwise maintained through the Permit Area and to as many areas within the Permit Area as possible. The following uses are excluded from the foregoing limitation, in order to allow for reservation for exclusive use by members of the public:

1. Reservable areas of the beer garden as shown on Attachment 1, which may be subject to advanced reservation through an online reservation system, provided that Permittee shall ensure that four prime periods of use, consisting of one Thursday and one Friday per month from 5 pm to 9 pm, and one Saturday and one Sunday per month from 10am to 2 pm (or other comparable time periods approved by Successor Agency), shall be available to public use/blacked-out in the reservation system as "not reservable" (subject to review and reduction of black-out periods by the Successor Agency at the request of ECLP or its Sub-Permittee);

2. Community/youth programming, and fee-based advanced and day-of public sign-up leagues, provided that ECLP or its Sub-Permittee sets aside and provides and advertises frequent opportunities for no-reservation, no-cost "pick-up" use by members of the public.

iii. Successor Agency reserves the right to adjust, in its sole discretion, the number or duration of private events within the Permit Area.

c. **Flex Spaces.** Permittee and Successor Agency acknowledge that those areas identified as "Flex Space" on Attachment 2 are to be used for those Permitted Uses identified thereon, but that the Flex Spaces may in the future be used for other Permitted Uses as the Permittee's activation of the Permit Area becomes established. Permittee shall provide the

Successor Agency with advanced notice of its intent to change or expand the uses of one or more Flex Spaces within the Permit Area.

4. Covenants for Use:

a. Activation. Permittee shall, in accordance with this Permit, design, implement and operate a temporary program of activation on the Permit Area that includes a combination of Permitted Uses as identified on Attachment 2, which may be modified from time to time with the reasonable consent of the Successor Agency.

b. Property Management. Permittee shall, at all times from and after its first entry onto the Permit Area under this Permit, and at its sole cost and expense, perform property management of the Permit Area, including maintenance, janitorial, repairs, security, and landscape maintenance as further specified in Attachment 3, Property Management Services, except that Successor Agency will continue its existing property management contractor to provide its scope of work for the first three weeks of the Term (as defined in Section 5 below). In performing this obligation, Permittee shall maintain the Permit Area and all improvements, alterations, fixtures and personal property thereon in good and working order, condition and repair. Among other things, Permittee shall repair or replace broken furniture, equipment and fixtures used in the Permit Area as required to maintain such in accordance with Section 7(d). Permittee shall be responsible for keeping the Permit Area free from graffiti and trash. In the event that Permittee, its Sub-Permittees or Invitees cause any damage (excepting ordinary wear and tear) to the Permit Area or any other Successor Agency property, Permittee shall be responsible to repair the same, and Successor Agency may, in its sole and absolute discretion, elect to repair the same itself or require Permittee to repair the same, all at Permittee's sole cost and expense if Permittee does not remedy or initiate repairs within three (3) days of receiving notice from Successor Agency. Upon receipt of any invoice from Successor Agency for costs incurred by Successor Agency related to any repair performed by Successor Agency in accordance with this Section, Permittee shall immediately reimburse Successor Agency for its costs to perform said repairs. This provision shall survive the expiration or earlier termination of this Permit. Successor Agency shall not be obligated to make any repairs, replacement or renewals of any kind, nature or description whatsoever to the Permit Area or to any improvements or alterations now or hereafter located thereon. Failure to perform the obligations set forth in Section 4.a and 4.b shall be a material breach of this Permit.

c. Neighborhood Outreach/Partnerships. The Permittee shall engage with schools, neighborhood organizations, service providers, or other non-profit organizations within the surrounding community to provide information on the potential usage of the Permit Area and/or partnerships with the Permittee for programming the Permit Area.

5. Term; Activation Start Date; Revocability:

a. Term. The term of this Permit shall begin on the Effective Date with full access to the Permit Area and will terminate as to all or certain portions of the Permit Area sixty (60) days after written notice to Permittee from Successor Agency of intent to transfer or commence construction on the affected portion of the Permit Area, unless earlier terminated by the Successor Agency pursuant to the terms hereof ("**Term**"). If Permittee wishes to enter the

Permit Area and access utility service prior to fully complying with the requirements of Section 12 concerning Permittee's arrangement of utility service, Permittee may request to enter the Permit Area and access utilities upon its written agreement to reimburse Successor Agency for cost of utilities owing from the date of Permittee's entrance.

b. Activation Start Date. Permittee shall install and open the Permit Area to the public for Permitted Uses as shown on Attachment 2 no later than sixty (60) days after the commencement of the Term of this Permit, with the exception of the dog run and play equipment within the kid's play area (which shall be available to the public within 100 days after commencement of the Term), and art installations in the Permit Area (which shall be installed on a rolling basis with final installations made no later than 16 weeks from the commencement of the Term), all subject to unavoidable delays. At least five (5) days before commencing any work on the Permit Area, Permittee will notify the Successor Agency day-to-day contact (see Section 36) of the date such work will commence and the intended schedule. **"Unavoidable delays"** means any delays by reason of acts of nature, accidents, breakage, repairs, strikes, lockouts, other labor disputes, inability to obtain labor or materials, enemy action, civil commotion, protests, riots, demonstrations, federal or state governmental restrictions, or by any other reason beyond the reasonable control of Permittee.

c. Expiration of Term. Any continued use of the Permit Area after the expiration of the Term without the Successor Agency's consent shall constitute a default by Permittee and entitle Successor Agency to exercise any or all of its remedies as provided in this Permit and at law or in equity. All rights of Successor Agency under this Permit, including all indemnifications, shall remain in place during any such unauthorized holdover. Successor Agency shall retain all rights at law or in equity to cause Permittee to vacate the Permit Area.

d. Revocability. Permittee acknowledges that the installation of any facilities in the Permit Area will not in any way limit Successor Agency's right to revoke this Permit or limit any of Permittee's other rights under this Permit.

6. **Time of Entry:** Once the Permit is fully executed and throughout its Term, entry into the Permit Area shall be for 24 hours per day 7 days per week, for use in accordance with this Permit. For the avoidance of doubt, Permittee shall make the Permit Area open and accessible to the public seven (7) days per week from 7:00am to 10:00pm during the week and 11pm on weekends, with the exception of the outdoor cinema (which may be open to 12am on weekends utilizing individual headphones for Invitees), and fitness classes (which may have a starting time of 6am during the week utilizing individual headphones for Invitees) (collectively the **"Operating Hours"**). Successor Agency reserves the right to adjust the Operating Hours in its sole discretion. Permittee shall also be present on the Permit Area outside of Operating Hours to perform obligations under Section 4.b, above, provided that such activities are not, in the reasonable discretion of the Successor Agency, disruptive to surrounding residents.

7. **Installation of Improvements:** Permittee may install on the Permit Area, at its sole cost and expense, (i) improvements including without limitation connection to water service and electrical lines, improvements to internal areas of existing structures, addition of temporary features such as sales stalls/shelters, seating areas with tables and chairs, kid's play and recreational equipment and other temporary fixtures and improvements (such as fencing or other barriers) all

as identified on Attachment 2 or other design plans approved by the Successor Agency, and, (ii) with the prior written consent of the Successor Agency, other improvements to implement its activation and property management obligations under this Permit (the "**Improvements**"), only on Permittee's and its Subpermittees' initial and continued satisfaction of the following conditions, which are for the sole benefit of the Successor Agency:

a. Baseline. Permittee shall survey the Permit Area prior to installing Improvements to ensure that hazardous or potentially hazardous conditions are addressed prior to opening the Permit Area (or portions thereof) to the public. Permittee will provide the results of this survey to Successor Agency.

b. Approval of Plans and Specifications. All Improvements shall be installed in accordance with Attachment 2, and any other plans required or approved by the Successor Agency for uses or Improvements not identified Attachment 2.

c. Permits and Approvals. Before beginning any work to install the Improvements, Permittee shall obtain, or shall ensure the applicable Sub-Permittee has obtained, all Regulatory Approvals of any Regulatory Agencies, as defined in Section 13, required to commence and complete the Improvements. Promptly after receipt of the Regulatory Approvals, Permittee will deliver copies to the Successor Agency. Permittee acknowledges that no approval by the Successor Agency under this Permit for purposes of the Improvements will be deemed to constitute the approval of any other Regulatory Agency, and nothing in this Permit will limit Permittee's obligation to obtain all Regulatory Approvals, at Permittee's sole cost.

d. First-Class Condition. Permittee acknowledges that the Permit Area is in a highly visible part of the South of Market/East Cut community, and accordingly, Permittee shall, for itself and its Sub-Permittees, ensure that the Improvements (including all furniture, equipment, and fixtures used at the Permit Area) are of good quality and attractive, and otherwise maintain and complement the immediate surroundings. Permittee shall ensure sufficient bathroom facilities are provided throughout the Permit Area to serve expected number of users in the Permit Area. The location and number of bathroom facilities, including portable restrooms, shall be subject to Successor Agency staff approval.

e. Safe Ingress, Egress and Circulation. Permittee shall ensure that the Permit Area is configured to maintain sufficient area for pedestrian ingress and egress to and from, and circulation within, the Permit Area.

f. Construction Requirements. All construction shall be undertaken using commercially reasonable measures in accordance with good construction practices to minimize the risk of injury or damage to adjoining portions of the Permit Area and Improvements and the surrounding property, or the risk of injury to members of the public, caused by or resulting from the performance of its work. Commercially reasonable measures shall be undertaken to minimize damage, disruption or inconvenience caused by the work and make adequate provision for the safety and convenience of all persons affected by the work. Dust, noise and other effects of the work shall be controlled using commercially-accepted methods customarily used to control deleterious effects associated with construction projects in populated or developed urban areas. Appropriate construction barricades shall be erected substantially enclosing the area of such

construction and maintain them until the work has been substantially completed, to the extent reasonably necessary to minimize the risk of hazardous construction conditions.

g. Safe Operation of Improvements. All fixtures and equipment installed in the Permit Area shall be operated in accordance with all required health and safety permits and comply with all operating instructions and safety warnings published by the manufacturer or supplier of said fixtures or equipment.

h. Adjustment of Improvements. After installation, Permittee and/or its Sub-Permittees shall make adjustments to Improvements based on reasonable input from Successor Agency if such adjustments are necessary to maintain the Permit Area in the condition required in Sections 7.d to 7.e.

i. Installation of Above-Ground Markers. Permittee shall install above-ground markers identifying the location of any underground Improvements installed at the Permit Area. Successor Agency must approve in writing before installation the location, type, and installation of markers and identifying information.

j. Removal of Improvements. Without limiting any of the Successor Agency's other rights under this Permit or otherwise, Permittee shall promptly at Successor Agency's request, alter or remove at no cost to Successor Agency all Improvements or other property installed or placed in, on, under, or about the Permit Area by or for Permittee, as may be necessary to avoid any actual or potential interference with any public utilities now or later installed in, on, under, or about the Permit Area. In the event of an emergency Successor Agency may, at its sole option and without notice, alter, remove, or protect at Permittee's sole expense, any and all Improvements or other property installed or placed in, on, under, or about the Permit Area by Permittee.

k. Permittee's failure to comply, or failure to ensure compliance on the part of its Sub-Permittees, with the conditions of this Section shall constitute a material default under this Permit.

8. Operations; Security: Permittee shall operate its uses on the Permit Area, and shall ensure that its Sub-Permittees operate uses on the Permit Area, in a first-class manner at all times, including maintaining compliance with Sections 7.d through 7.e above, for the comfort, benefit and safety of the general public users of the Permit Area. Permittee is solely responsible for securing the Permit Area and shall ensure that the Permit Area is secured at all times. Permittee shall ensure that all maintenance and security personnel brought onto the Permit Area by Permittee or its Sub-Permittees are appropriately qualified and trained for their designated functions. Permittee assumes all liability, for itself and its Sub-Permittees, arising out of hiring or otherwise using undertrained or underqualified staff on the Permit Area.

a. Fencing. Permittee shall install and operate fencing and other security measures, and maintain security personnel in and around Permit Area, to prevent the unauthorized entry of persons or vehicles both within and outside of Operating Hours (including the entry of persons or vehicles to back-of-house areas closed to the public for safety reasons). Permittee acknowledges that Successor Agency maintains a rented temporary fence surrounding the Permit

Area, and Permittee shall assume said rental contract upon initial entrance to the Permit Area or shall, in its discretion, terminate the rental fencing contract and install its own fencing securing the Permit Area.

b. Fire Safety. Permittee acknowledges that Successor Agency contracts for the maintenance of a fire safety system serving the former Greyhound Building in the Permit Area, and Permittee shall assume said contract upon initial entrance to the Permit Area or shall, in its discretion, terminate the contract and enter into its own contract for fire safety in this building.

9. Prohibited Uses: Permittee shall use the Permit Area and shall ensure the Permit Area is used solely for Permitted Uses and for no other purpose. Any other use in, on or around the Permit Area or surrounding or adjacent Successor Agency property shall be strictly prohibited, including but not limited to waste, nuisance or unreasonable annoyance to the owners or occupants of adjacent properties, interference with Successor Agency's use of its property, or obstruction of traffic. Permittee acknowledges that the following uses of the Permit Area by Permittee or its Sub-Permittees (as defined herein) are inconsistent with the limited purpose of this Permit and are strictly prohibited:

a. Dumping. Permittee may not dump or dispose of refuse or other unsightly materials on, in, under, or about the Permit Area.

b. Hazardous Substances. Permittee will not cause, and Permittee will not allow any of its Sub-Permittees or Invitees to cause, any Hazardous Substances (as defined below) to be brought on, kept, used, stored, generated, or disposed of in, on, or about the Permit Area, or transported to or from the Permit Area. Permittee will immediately notify Successor Agency when Permittee learns of or has reason to believe that a release (as defined in Section 15.f) of Hazardous Substance has occurred in, on, or about the Permit Area. Permittee will comply with all laws requiring notice of releases or threatened releases to governmental agencies and will take all action necessary to mitigate the release or minimize the spread of contamination.

c. Nuisances. Permittee will not conduct any activities on or about the Permit Area that constitute waste, nuisance, or unreasonable annoyance (including, without limitation, emission of objectionable odors, noises, or glare) to Successor Agency, the owners or occupants of neighboring property or to the public. Lighting and activity in the Permit Area occurring beyond the designated Operating Hours shall be considered a nuisance.

d. Smoking. Permittee acknowledges and agrees that smoking of any kind is not permitted within the Permit Area.

e. Damage. Permittee will not do anything about the Permit Area that will cause damage to any of Successor Agency's property or City property adjacent to the Permit Area.

The prohibited uses listed above are not exclusive and this Section does not limit the Successor Agency's authority to specify additional restrictions on the use of the Permit Area, in Successor Agency's sole discretion.

10. Consideration to Agency: Unless otherwise required to satisfy restrictions existing on the Permit Area, Permittee's consideration to Successor Agency shall be in the form of

fulfilling its activation and maintenance obligations under this Permit at no cost to Successor Agency, which the parties acknowledge is a benefit to the community and to Successor Agency not otherwise provided.

11. “As Is;” Waiver of Claims; Waiver of Consequential and Incidental Damages:

a. The Successor Agency makes no representations or warranties, express or implied, with respect to the environmental condition of the Permit Area or the surrounding property (including without limitation all facilities, improvements, structures and equipment thereon and soil and groundwater thereunder), or compliance with any Environmental Laws, and gives no indemnification, express or implied, for any costs of liabilities arising out of or related to the presence, discharge, migration or Release or threatened Release of any Hazardous Substance in or from the Permit Area. The Permit Area is accepted “**AS IS**” and entry upon the Permit Area by Permittee is an acknowledgment by Permittee that all dangerous places and defects in said Permit Area are known to it and are to be made secure and kept in such secure condition by Permittee. Permittee shall maintain the Permit Area so that it will not be unsafe, unsightly or unsanitary.

b. Neither Successor Agency nor any of its Agents (as defined in Section 14) will be liable for any damage to the property of Permittee, its Sub-Permittees, their employees or Invitees, or for any bodily injury or death to any persons, resulting or arising from the condition of the Permit Area or its use by Permittee.

c. Permittee acknowledges that this Permit is freely revocable by Successor Agency and in view of that fact, Permittee expressly assumes the risk of making any expenditures in connection with this Permit, even if the expenditures are substantial. Without limiting any indemnification obligations of Permittee or other waivers contained in this Permit and as a material part of the consideration for this Permit, Permittee fully RELEASES, WAIVES, AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, Successor Agency, its Agents, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, including, but not limited to, any claim for inverse condemnation or the payment of just compensation under the law of eminent domain, or otherwise at equity, if Successor Agency exercises its right to revoke or terminate this Permit.

d. Permittee acknowledges that, upon termination or revocation of this Permit, the Permittee and its Sub-Permittees will not be displaced persons and will not be entitled to relocation benefits under the California Relocation Act (Government Code Sec. 7260 et seq.) or other applicable law and that Sub-Permittees will be informed, in writing, of the unavailability of these relocation benefits. Permittee fully WAIVES, RELEASES AND DISCHARGES any and all claims, demands, rights, and causes of action against Successor Agency, its Agents, and all persons acting by, through or under each of them, under any present or future federal and state relocation assistance laws to the extent allowed under applicable law.

e. In connection with the foregoing releases, Permittee acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Initials _____

Permittee acknowledges that the releases contained in this Permit includes all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Permittee acknowledges that it has agreed to this Permit with full knowledge of this waiver and the effect of this waiver, and, being fully aware of the consequences, Permittee intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The releases contained in this Permit will survive any termination of this Permit.

f. Under California Civil Code Section 1938, to the extent applicable to this Permit, Permittee is advised that the Permit Area has not undergone inspection by a Certified Access Specialist ("CASp") to determine whether it meets all applicable construction-related accessibility requirements. A CASp can inspect the Permit Area and determine if it complies with all the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Permit Area, Successor Agency may not prohibit Permittee from obtaining a CASp inspection of the Permit Area for the occupancy or potential occupancy of Permittee if requested by Permittee, which, if so requested, will be performed at Permittee's sole cost at a mutually agreed-upon time and manner, the payment of the CASp inspection fee, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Permit Area.

12. Utilities: Successor Agency has no responsibility or liability of any kind for any utilities that may be on, in, or under the Permit Area. Permittee has the sole responsibility to locate all utilities and protect them from damage. Permittee will arrange and pay for any necessary temporary relocation of public utility company facilities that it requires to carry out its permitted uses, subject to the prior written approval by Successor Agency and any utility companies for any relocation. Permittee will be solely responsible for arranging in its own name and paying directly for any utilities or services necessary for its activities. Should the Permittee install new Permit Area utility connections or service, or establish new utility accounts, the Permittee shall assume full responsibility for maintenance of those utilities or accounts and any related costs. No electrical generators will be allowed within the Permit Area except with Successor Agency prior approval. Any mechanical uses not identified in Attachment 2 shall be subject to prior review and approval by Successor Agency.

13. Compliance with Laws; Nondiscrimination; Disability Access:

a. Compliance with all Laws: Permittee will, at its expense, conduct and cause to be conducted all activities on the Permit Area in a safe and prudent manner and in compliance with all laws, regulations, codes, ordinances, and orders of any governmental or other regulatory entity (including, without limitation, noise ordinances, the Americans with Disabilities Act, life safety laws and regulations applicable to uses of the existing buildings, and any other disability

access laws and any orders related to COVID-19 or other health emergencies), whether presently in effect or subsequently adopted and whether or not in the contemplation of the parties.

b. Regulatory Approvals: Permittee understands that Permittee's activity on the Permit Area may require authorization, approval, license, registration, or permit (“**Regulatory Approvals**”) from a local, state or federal government agency (“**Regulatory Agencies**”), and that there is no guarantee, or presumption, that any required Regulatory Approval(s) will be issued by the appropriate Regulatory Agency. Permittee shall be solely responsible for obtaining any such Regulatory Approvals, and Permittee shall not seek any Regulatory Approval without first obtaining the prior written approval of the Successor Agency which shall not be unreasonably withheld, conditioned or delayed. All costs associated with applying for and obtaining any necessary Regulatory Approval shall be borne solely and exclusively by Permittee. Permittee shall be solely responsible for complying with any and all conditions imposed by Regulatory Agencies as part of a Regulatory Approval; provided, however, Permittee shall not agree to the imposition of conditions or restrictions in connection with its efforts to obtain a permit or other entitlement from any Regulatory Agency, if the Successor Agency is required to be a co-permittee under such permit, or if the conditions or restrictions it would impose on the project could affect use or occupancy of other areas controlled or owned by the Successor Agency or would create obligations on the part of the Successor Agency (whether on or off of the Permit Area) to perform or observe, unless in each instance the Successor Agency has previously approved such conditions in writing, in Successor Agency’s sole and absolute discretion.

Any fines or penalties imposed as a result of the failure of Permittee to comply with the terms and conditions of any Regulatory Approval shall be promptly paid and discharged by Permittee, and the Successor Agency shall have no liability, monetary or otherwise, for the fines and penalties. To the fullest extent permitted by Law, Permittee agrees to indemnify Successor Agency and its Agents from and against any loss, expense, cost, damage, attorneys' fees, penalties, claims or liabilities which the Successor Agency may incur as a result of Permittee's failure to obtain or comply with the terms and conditions of any Regulatory Approval.

c. Nondiscrimination: The Permittee herein covenants for itself and for its Sub-Permittees and Invitees that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, gender identity, marital or domestic partner status, disability (including AIDS or HIV status), national origin, ancestry, or other protected class in the use, occupancy or enjoyment of the Permit Area. The Permittee agrees not to discriminate in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees and shall comply fully with all provisions of The Successor Agency’s Nondiscrimination in Contracts Policy, adopted by Agency Resolution No. 175-97, as such Policy may be amended from time to time. Permittee will include in all contracts relating to the Permit Area a non-discrimination clause obligating the contracting party in substantially the form of the foregoing. Permittee’s failure to comply with the obligations in this Subsection will constitute a material breach of this Permit.

d. Compliance with Small Business Enterprise Policy: The Successor Agency implements a Small Business Enterprises (“**SBE**”) Program that was adopted by Successor Agency Commission Resolution No. 43-2015 and that requires consideration in awarding contracts and

operations agreements in the following order: 1) Project Area SBEs, 2) San Francisco-based SBEs (outside a Redevelopment Project Area), and 3) All other SBEs. Pursuant to the SBE Program, if the Permittee intends to award any contracts, subcontracts or any other rights to perform activation within the Permit Area, it shall consult with the Successor Agency and make good faith efforts to achieve, or attempt to achieve, the Successor Agency overall SBE participation goal of 50% for professional, personal services, and construction contracts; provided, however, that this goal may vary depending on the extent of subcontracting opportunities and the availability of SBE subcontractors capable of providing goods or services required by the contract; and provided further, that the Successor Agency has the sole discretion to modify the 50% SBE participation goal consistent with the SBE Program. Permittee shall provide Successor Agency with a weekly summary of its Sub-Permittee's compliance with this provision (i.e., proposed entities to be engaged, outreach efforts made) until Permittee opens the Permit Area to the public under Section 5(b), and bi-weekly thereafter. Permittee SBE outreach efforts shall include outreach to businesses in Transbay by foot; question and answer webinars; marketing via the East Cut Community Business District's mailing list, Successor Agency's website, and other online publications; and the development of an East Cut Landing website that will highlight opportunities for SBEs and provide an intake form for interested parties.

e. Prevailing Wages: Permittee shall comply with all applicable prevailing wage requirements, including the Successor Agency's Prevailing Wage Policy, which includes payment of prevailing wages determined by the California Department of Industrial Relations for installation of applicable improvements.

f. Compliance with Minimum Compensation Policy and Health Care Accountability Policy: Permittee agrees, and shall require its Sub-Permittees to agree in the form of the Declarations included in Attachments 5 and 6, as of the date of this Permit and during the Term, to comply with the provisions of the Successor Agency's Minimum Compensation Policy and Health Care Accountability Policy (the "**Policies**"), adopted by Agency Resolution 168-2001, as such policies may be amended from time to time (See Attachment 5, "Minimum Compensation Policy" and Attachment 6, "Health Care Accountability Policy"). Such compliance includes providing all "Covered Employees," as defined under Section 2.7 of the Policies a minimum level of compensation and offering health plan benefits to such employees or to make payments to the City and County of San Francisco's Department of Public Health, or to participate in a health benefits program developed by the City and County of San Francisco's Director of Health.

Copies of the aforementioned Policies, including Nondiscrimination and SBE are available at <https://sfocii.org/policies-and-procedures>.

14. Indemnification:

a. General Indemnification: To the fullest extent allowable by law, Permittee shall hold harmless, defend at its own expense, reimburse, and indemnify Successor Agency, the City and County of San Francisco and their respective commissioners, members, officers, agents, contractors, subcontractors and employees (collectively, "**Agents**") against any and all liabilities, claims, losses, damages, injuries, penalties or expenses, including reasonable attorney's fees, arising directly or indirectly from all acts or omissions to act of Permittee, its officers, agents,

employees, or Sub-Permittees, in rendering services under this Permit; excluding, however, such liability, claims, losses, damages or expenses arising from the Successor Agency's gross negligence or willful acts and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Permittee, its officers, agents, employees or Sub-Permittees. In addition to Permittee's obligation to indemnify the Successor Agency, Permittee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the Successor Agency 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 Permittee by the Successor Agency and continues at all times thereafter. This Section does not limit the indemnification provided pursuant to Section 15(c), below.

b. No Mechanics' Liens: Permittee shall not, and shall not allow its Sub-Permittees, to permit any mechanics' or other liens to be levied against the Permit Area for any labor or material furnished to Permittee or claimed to have been furnished to Permittee or to its Sub-Permittees or contractors in connection with the Permitted Uses and Permittee shall hold the Successor Agency free and harmless from any and all cost or expense connected with or arising from the Permitted Uses.

15. Hazardous Material Acknowledgement and Indemnification:

a. Hazardous Material Acknowledgement: Permittee recognizes that, in entering upon the Permit Area and performing the Permitted Uses under this Permit, Permittee and its Sub-Permittees and Invitees may be working with or be exposed to substances or conditions which are toxic or otherwise hazardous. Permittee acknowledges that the Successor Agency is relying on the Permittee to identify and evaluate the potential risks involved and to take all appropriate precautions to avoid such risks to its employees, invitees and contractors. Permittee agrees that it is assuming full responsibility for ascertaining the existence of such risks, evaluating their significance, implementing appropriate safety precautions for its employees, invitees and contractors, and making the decision on how (and whether) to enter upon the Permit Area and carry out the Permitted Uses, with due regard to such risks and appropriate safety precautions.

b. Proper Disposal of Hazardous Materials: Notwithstanding the prohibition contained in Section 9.b above, should Permittee or its Sub-Permittees bring Hazardous Materials onto the Permit Area, Permittee assumes sole responsibility for managing, removing and properly disposing of said waste, including, without limitation, preparing and executing any manifest or other documentation required for or associated with the removal, transportation and disposal of hazardous substances to the extent required in connection with the Permittee's activities hereunder.

c. Toxics Indemnification: Permittee shall defend, hold harmless and indemnify the Successor Agency, the City, and their respective Agents and Invitees from and against any and all claims, demands, actions, causes of action or suits (actual or threatened), losses, costs, expenses, obligations, liabilities, or damages, including interest, penalties, engineering consultant and attorneys' fees of every kind, nature and description, resulting from any release or threatened release of a hazardous substance, pollutant, or contaminant, or any condition of pollution, contamination, or nuisance in the vicinity of the Permit Area or in ground or surface waters associated with or in the vicinity of the Permit Area to the extent that such release or

threatened release, or condition is directly created or aggravated by the Permitted Uses undertaken by Permittee pursuant to this Permit or by any breach of or failure to duly perform or observe any term, covenant or agreement in this Permit to be performed or observed by the Permittee, including but not limited to any violation of any Environmental Law (as defined in Section 15.e below); provided, however, that Permittee shall have no liability, nor any obligation to defend, hold harmless or indemnify any person for any claim, action, loss, cost, liability, expense or damage resulting from the discovery or disclosure of any pre-existing condition on or in the vicinity of the Permit Area; and provided further that Permittee shall be held to a standard of care no higher than the standard of care applicable to environmental and geotechnical professionals in San Francisco.

d. Hazardous Substances: For purposes of this Permit, the term "Hazardous Substance" shall have the meaning set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U. S. C. Section 9601(14), and in addition shall include, without limitation, petroleum, (including crude oil or any fraction thereof), asbestos, asbestos-containing materials, polychlorinated biphenyls ("PCBs" or "PCB"), PCB-containing materials, all hazardous substances identified at California Health & Safety Code Sections 25316 and 25281(d), all chemicals listed pursuant to California Health & Safety Code Section 25249.8, and any substance deemed a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under applicable state or local law.

e. Environmental Laws: For purposes of this Permit, the term "Environmental Laws" shall include but not be limited to all federal, state and local laws, regulations, ordinances, and judicial and administrative directives, orders and decrees dealing with or pertaining to solid or hazardous waste, wastewater discharges, drinking water, air emissions, Hazardous Substance releases or reporting requirements, Hazardous Substance use or storage, and employee and community right-to-know requirements, related to the Permitted Uses.

f. Release: For purposes of this Permit, the term "Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any Hazardous Substance or pollutant or contaminant).

g. Soils Investigation: Permittee shall not undertake any soils investigations without prior written permission of Successor Agency and subject to requirements imposed in Successor Agency's sole discretion.

16. Insurance; Waiver:

a. Insurance. Subject to approval by Successor Agency's Risk Manager of the insurers and policy forms, Permittee must obtain and maintain, or cause to be obtained and maintained, insurance as set forth in Attachment 4, Insurance Requirements, throughout the term of this Agreement at no expense to Successor Agency.

b. Waiver. Permittee shall require participants in sports activities to execute a waiver of liability, in a form approved by Successor Agency, prior to participating in any sporting events in the Permit Area.

17. Default by Permittee; Remedies:

a. The occurrence of any one or more of the following events shall constitute a default by Permittee:

1. Failure to fulfill its activation and maintenance obligations at no cost to Successor Agency, and such failure continues for a period of three (3) days following written notice from Successor Agency; or

2. Failure to use the Permit Area solely for the Permitted Uses, as determined by Successor Agency in its sole and absolute discretion and such failure continues for a period of twenty-four (24) hours following written notice from Successor Agency; provided, however, that notwithstanding the foregoing, failure to use the Permit Area solely for the Permitted Uses shall, at Successor Agency's sole and absolute discretion, be deemed an incurable breach of this Permit, allowing Successor Agency to immediately terminate this Permit without notice or demand to Permittee; or

3. Failure to perform any other provisions of this Permit, if the failure to perform is not cured within fifteen (15) days after written notice by Successor Agency, provided that if such default is not capable of cure within such fifteen (15) day period, Permittee shall have a reasonable period to complete such cure if Permittee promptly undertakes action to cure such default within such fifteen (15) day period and thereafter diligently prosecutes the same to completion within sixty (60) days after the receipt of notice of default from Successor Agency; or

4. An assignment, or attempted assignment, of this Permit by Permittee; or

5. Failure to provide evidence of insurance coverage complying with the provisions of Attachment 4, failure to maintain any insurance required to be maintained by Permittee pursuant to this Permit, or if any such insurance shall be canceled or terminated or shall expire or be reduced or materially changed, except as permitted in this Permit and Permittee's failure to deliver evidence of such coverage or failure to reinstate such coverage, all within three (3) business days following written notice from Successor Agency; or

6. Failure by Permittee to comply with the provisions prohibiting Hazardous Substances to be brought on, kept, used, stored, generated, or disposed of in, or about the Permit Area and Permittee's failure to cure the foregoing default within twenty-four (24) hours following written notice from Successor Agency. If such default cannot reasonably be cured within such twenty-four (24) hour period, Permittee shall not be in default of this Permit if Permittee commences to cure the default within such twenty-four (24) hour period and diligently and in good faith continues to cure the default, provided, however, in no event shall Permittee have more than thirty (30) days to cure such default; or

7. Failure by Permittee to discharge any lien or encumbrance placed on the Permit Area or any part thereof in violation of this Permit within ten (10) days after the date such lien or encumbrance is filed or recorded against the Permit Area or any part thereof, or if

Permittee has no knowledge of such lien, then Permittee shall discharge such lien or encumbrance within fifteen (15) days following Permittee's knowledge of such lien or encumbrance; or

8. Permittee shall become bankrupt or insolvent or make a transfer in fraud of creditors, or make an assignment for the benefit of creditors, or bring or have brought against Permittee any action or proceedings of any kind under any provision of the Federal Bankruptcy Act or under any other insolvency, bankruptcy or reorganization act and, in the event such proceedings are involuntary, Permittee is not discharged from the same within sixty (60) days thereafter; or

9. A receiver is appointed for a substantial part of the assets of Permittee and such receiver is not discharged within sixty (60) days; or

10. This Permit or any estate of Permittee under this Permit shall be levied upon by any attachment or execution and such attachment is not stayed or lifted within sixty (60) days.

b. Force Majeure. Failure to meet an obligation or satisfaction of a condition under this Permit due to acts of nature, accidents, breakage, repairs, strikes, lockouts or other labor disputes, inability to obtain labor or materials, enemy action, civil commotion, protests, riots, demonstrations, federal, state or local governmental restrictions, or by any other reason beyond the reasonable control of Permittee and/or its Sub-Permittees shall not be a default provided that the Permittee and/or its Sub-Permittee continues to diligently pursue compliance with the delayed obligation or condition.

18. Successor Agency Remedies. Upon default by Permittee, Successor Agency shall, without further notice or demand of any kind to Permittee or to any other person, and in addition to any other remedy Successor Agency may have under this Permit and at law or in equity, have the ability to immediately terminate this Permit and Permittee's right to use the Permit Area. Upon notice of any such termination, Permittee shall immediately vacate and discontinue its use of the Permit Area and Successor Agency may take any and all action to enforce Permittee's obligations.

19. Right to Cure Defaults: If Permittee fails to perform any of its obligations under this Permit, including without limitation, its failure to maintain or secure the Permit Area as required herein, then Successor Agency may, at its sole option, remedy the failure on Permittee's account and at Permittee's expense by providing Permittee with three (3) days' prior written notice of Successor Agency's intention to cure the default (except that no prior notice will be required in an emergency as determined by Successor Agency). No actions taken by Successor Agency will be construed as a waiver of any rights or remedies of Successor Agency under this Permit or otherwise, and nothing in this Permit will imply any duty of Successor Agency to do any act that Permittee is obligated to perform. Permittee will pay to Successor Agency on demand, all costs, damages, expenses, or liabilities incurred by Successor Agency, including, without limitation, reasonable attorneys' fees, in remedying or attempting to remedy the default. Permittee's obligations under this Section will survive the termination of this Permit.

20. Successor Agency Entry:

a. Generally. Successor Agency may enter the Permit Area (including all buildings and Improvements thereon) for the purposes of inspecting or auditing compliance with the requirements of this Permit, or any other reason that does not materially conflict with Permittee's Permitted Uses.

b. Predevelopment Activities. Permittee, for itself and its Sub-Permittees, acknowledges that: (i) the Permit Area is located within an active Redevelopment Project Area subject to future permanent development, and (ii) that Successor Agency shall have the right, with reasonable notice to Permittee, to enter the Permit Area or allow Successor Agency's Agents or permittees to enter the Permit Area, to perform predevelopment activities including without limitation geotechnical or soil borings ("**Predevelopment Activities**") that may require Permittee to close certain portions of the Permit Area to the public for safety purposes. For activities that may disturb or require temporary closure of the Permitted Uses of the Permit Area Successor, Agency shall provide no less than seven (7) days' prior written notice to Permittee of its intent to enter the Permit Area together with a request for specific closures. Permittee shall cooperate with Successor Agency's Predevelopment Activities to the greatest extent possible, including without limitation by making identified portions of the Permit Area accessible to the Successor Agency, its Agents or permittees, removal/relocation of furniture, fixtures or other Improvements, and by restricting public access to specified areas for specified durations. Successor Agency will, and will require its Agents and permittees, to take reasonable measures to minimize disruption of the Permitted Uses by the Predevelopment Activities.

21. Early Termination: This Permit may be terminated by the Successor Agency in its sole discretion upon 60-days' written notice to the Permittee at the address provided in Section 29 below. Permittee shall include a reference to the Successor Agency's rights to terminate the Permit in any sub-permit, contract, or other authorization the Permittee provides to Sub-Permittees for use of the Permit Area.

22. Surrender: Upon termination of the Permit, Permittee shall vacate the Permit Area and remove any and all Improvements, facilities and personal property located thereon, cancel all utility connections, services, or accounts, and restore the Permit Area to its condition at the time of entry, unless otherwise permitted by Successor Agency. The Permit Area shall be surrendered clean, free of debris, waste, and Hazardous Materials, and free and clear of all liens and encumbrances other than liens and encumbrances existing as of the date of this Permit and any other encumbrances created by Successor Agency. The Successor Agency shall have the right, with seven (7) days prior notice to Permittee, dispose of any property left by Permittee or its Sub-Permittees after termination of this Permit.

Without any prior notice, Successor Agency may elect to retain or dispose of Permittee's personal property and any alterations and improvements that Permittee has installed with or without Successor Agency's consent that Permittee does not remove from the Permit Area prior upon termination of this Permit. These items shall be deemed abandoned. Successor Agency may retain, store, remove, and sell or otherwise dispose of abandoned property, and Permittee waives all Claims against Successor Agency for any damages resulting from Successor Agency's retention, removal and disposition of such property; provided, however, that Permittee shall be

liable to Successor Agency for all costs incurred in storing, removing and disposing of abandoned property and repairing any damage to the Permit Area resulting from such removal. Permittee agrees that Successor Agency may elect to sell abandoned property and offset against the sales proceeds Successor Agency's storage, removal, and disposition costs without notice to Permittee. Permittee hereby waives the benefits of California Civil Code Section 1993 et seq., to the extent applicable.

If Permittee fails to surrender the Permit Area as required by this Section, Permittee shall indemnify Successor Agency from all damages resulting from Permittee's failure to surrender the Permit Area, including but not limited to any costs of Successor Agency to enforce this Section and claims made by a Sub-Permittee resulting from Permittee's failure to surrender the Permit Area as required together with, in each instance, reasonable attorneys' fees and costs.

23. No Assignment: This Permit is personal to Permittee and may not be assigned, conveyed, or otherwise transferred by Permittee under any circumstances. Any attempt to assign, convey, or otherwise transfer this Permit will be null and void and cause the immediate termination of this Permit.

24. Closure; Cessation of Use: Permittee will not close the Permit Area or terminate its activities on the Permit Area without thirty (30) days' prior written notice to Successor Agency, except as necessary to protect public safety in the course of making required repairs (which shall be done pursuant to 24-hours prior notice to the Successor Agency), or in the event of emergency or as otherwise provided in this Permit.

25. No Joint Ventures or Partnership; No Authorization: This Permit does not create a partnership or joint venture between Successor Agency and Permittee as to any activity conducted by Permittee on, in or relating to the Permit Area.

26. Entry under Permittee Authority: The Permit granted to Permittee for the Permitted Uses shall mean and include Sub-Permittees and Invitees. All Permitted Uses performed in the Permit Area and all persons entering the Permit Area and all property and equipment placed therein in furtherance of the permission granted herein is presumed to be with the express authorization of the Permittee. Permittee shall require its Sub-Permittees and Invitees to acknowledge and comply with the applicable requirements of this Permit, but such acknowledgement does not eliminate or absolve Permittee's obligations to comply with this Permit.

27. Signs: Permittee may place wayfinding signage within the Permit Area identifying, or otherwise directly related to, uses therein, and may place sponsorship signage in the programming areas so long as these signs face internally towards the programming areas and are placed no higher than sixty (60) inches off the ground. Subject to Successor Agency's review and approval, Permittee may place up to two signs (one at each main entrance to the Permit Area) may face be placed no higher of up than eighty-four (84) inches. Permittee will not place, erect, or maintain any other sign, advertisement, banner, or similar object on or about the Permit Area unless Permittee first obtains Successor Agency's written consent, which Successor Agency may give or withhold in its sole discretion.

Successor Agency acknowledges that Permittee may propose a commercial sponsorship program to generate revenue for investment in no-cost community programming for children and families of need, and offer new programming to continue to engage and interest the community. Any such program (including signage) shall be provided to the Successor Agency for its review and approval prior to Permittee engaging a potential sponsor or sponsors.

28. Property Taxes; Special Assessments; Possessory Interest Taxes: This Permit does not create a leasehold interest in the Permit Area. To the extent possessory interest taxes are lawfully assessed against the Permit Area, payment of such taxes shall be the responsibility of Permittee. Successor Agency shall be responsible for payment of any validly assessed special assessments or ad valorem property taxes on the fee interest of the Permit Area.

29. Notices: Except as otherwise expressly provided in this Permit, any notices given hereunder will be effective only if in writing and given by delivering the notice in person, by sending it first class mail or certified mail, with a return receipt requested, overnight courier, return receipt requested, with postage prepaid, addressed as follows:

Successor Agency: Successor Agency to the Redevelopment
Agency of the City and County of San Francisco
One South Van Ness Avenue, Suite 500
San Francisco, California 94103
Attn: Development Services Manager
email: aaron.foxworthy@sfgov.org

Permittee: East Cut Landing Partners
[to be added]

Notices under this Permit will be deemed given two (2) days after the date when it has been mailed if sent by first class, certified or overnight courier, or on the date personal delivery is made. For convenience of the parties, copies of notices may be sent by email, but no notice sent only by email will be deemed given and will not be binding on the parties.

30. Severability: If any provision of this Permit or the application of a provision of this Permit to any person, entity, or circumstance is invalid or unenforceable, the remainder of this Permit, or the application of the provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected, and each other provision of this Permit will be valid and be enforceable to the fullest extent permitted by law, except to the extent that enforcement of this Permit without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this Permit.

31. Counterparts: This Permit may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

32. Cooperative Drafting: This Permit has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Permit reviewed and revised by legal counsel. No party will be considered the drafter of this Permit, and no presumption or

rule that an ambiguity will be construed against the party drafting the clause will apply to the interpretation or enforcement of this Permit.

33. Attorneys' Fees: In any action or proceeding arising out of this Permit, the prevailing party shall be entitled to reasonable attorneys' fees and costs. For purposes of this Permit, the reasonable fees of attorneys of either party shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the attorney's services for either party were rendered who practice in the City in law firms with approximately the same number of attorneys as employed by the San Francisco City Attorney's Office.

34. Governing Law: This Permit shall be governed by and interpreted under the laws of the State of California.

35. Generally Applicable Provisions: (a) This Permit may be amended or modified only by a writing signed by Successor Agency and Permittee. (b) No waiver by any party of any of the provisions of this Permit will be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in the written waiver. (c) All approvals and determinations of Successor Agency requested, required, or permitted under this Permit may be made in the sole and absolute discretion of the Successor Agency Executive Director. (d) This instrument (including its attachments) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings and agreements are merged into this Permit. (e) The section and other headings of this Permit are for convenience of reference only and will be disregarded in the interpretation of this Permit. (f) Time is of the essence. (g) If Permittee consists of more than one person then the obligations of each person will be joint and several. (h) Permittee may not record this Permit or any memorandum hereof. (i) Subject to the prohibition against assignments or other transfers by Permittee under this Permit, this Permit will be binding on and inure to the benefit of the parties and their respective heirs, representatives, successors, and assigns. (j) If Successor Agency sells or otherwise conveys the property where the Permit Area is located, then this Permit will automatically be revoked. (k) All Attachments to this Permit are incorporated by reference.

36. Contact Persons of Parties: Contact person for day-to-day communications concerning this Permit shall be: for the Successor Agency, Paige Peltzer, (415) 749-2479, paige.peltzer@sfgov.org, and for the Permittee Kipp Kjeldgaard, (415) 596-5494, Kipp@realactiveus.com.

[Remainder of page left blank. Signatures begin on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of June ____ 2021.

PERMITTEE

East Cut Landing Partners,
a Delaware Statutory Public Benefit limited liability company

By: _____

Its

**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

APPROVED AS TO FORM:

By: _____

Sally Oerth
Interim Executive Director

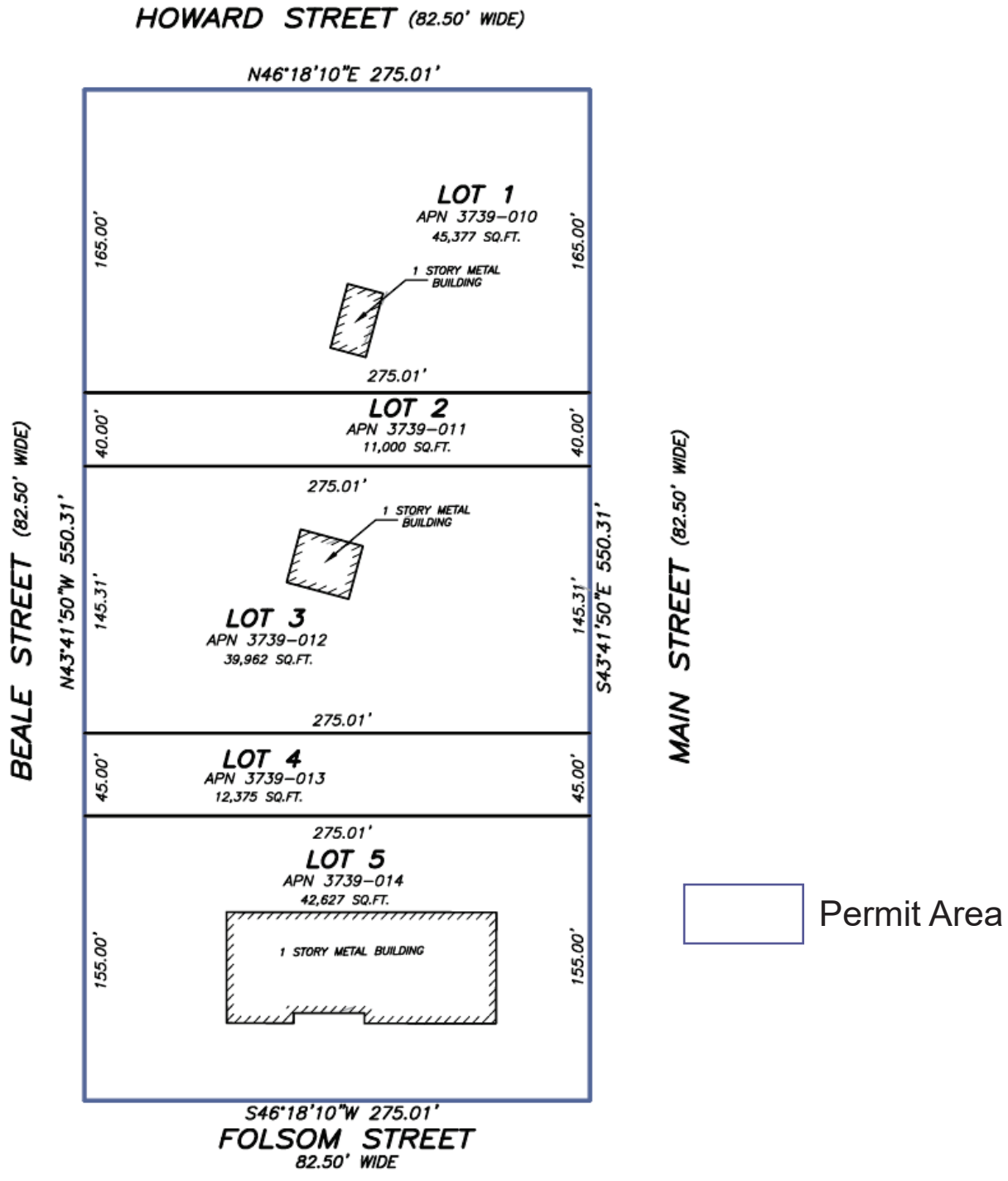
By: _____

James B. Morales
Agency General Counsel

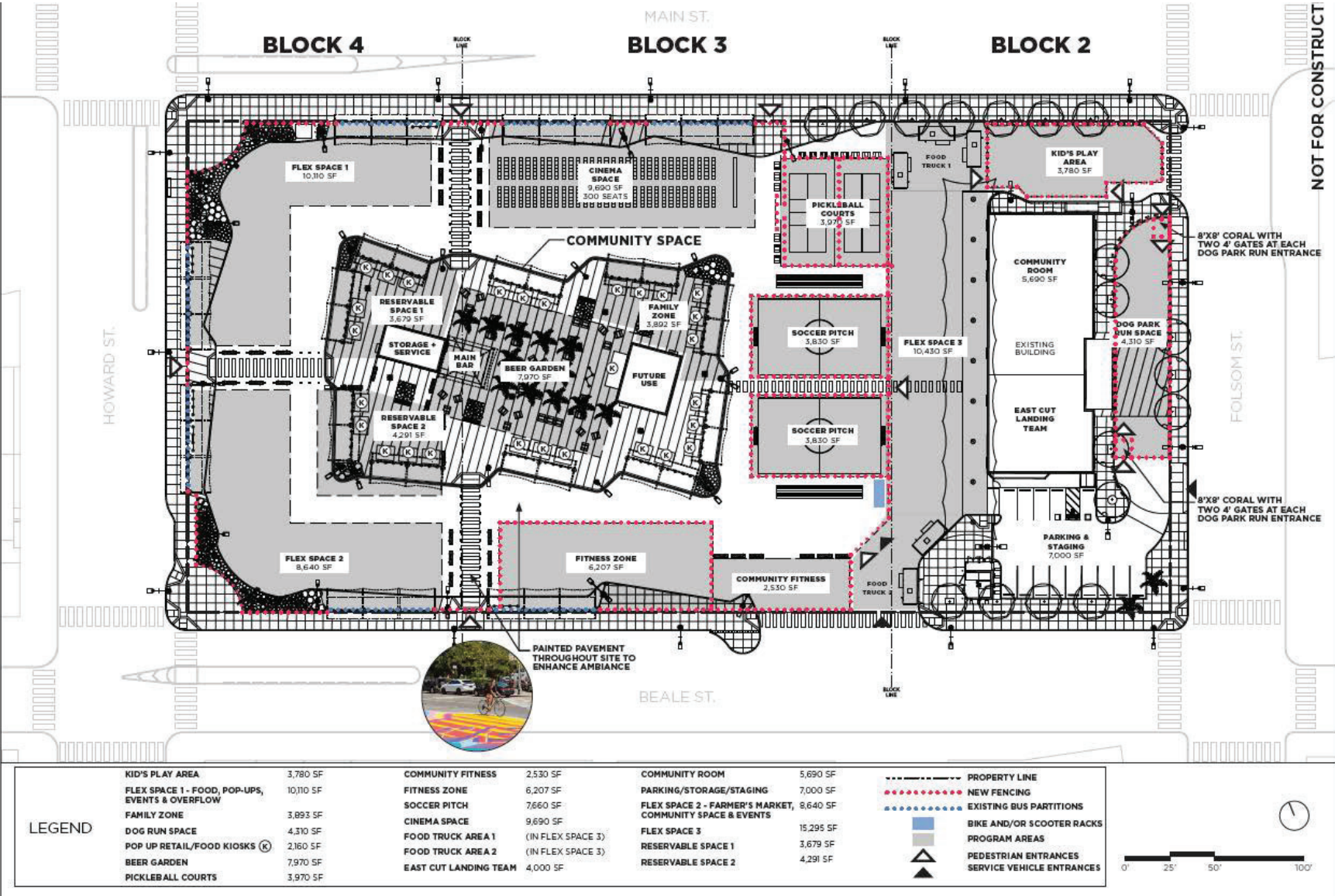
Attachments

Attachment 1: Permit Area
Attachment 2: Proposed Permit Area Activation
Attachment 3: Property Management Services
Attachment 4: Insurance Requirements
Attachment 5: Minimum Compensation Policy
Attachment 6: Health Care Accountability Policy

Attachment 1: Permit Area



Attachment 2: Proposed Activation



Attachment 3: Property Management Services

In addition, and complementary to the requirements specified in the body of the Permit, the Permittee is responsible for providing all services listed in Sections I through III below.

I. Site Operations Manager. Permittee shall employ or otherwise identify a Site-Operations Manager ("**Site-Ops Manager**")¹ who will be on-site during Operating Hours and on-call at all times (24/7) and act as the point person to manage, coordinate and oversee performance of Permittee's and Sub-Permittee's obligations and responsibilities under the Permit, including coordination of and with Sub-Permittees' activities. Permittee shall make the contact information of the Site-Ops Manager available to the public via its website and sign postings throughout the Permit Area. The Site-Ops Manager will attend The East Cut CBD Economic Development Committee meetings and Transbay CAC meetings, composed of neighborhood residents, non-profit operators, and business owners, to receive feedback from the community on activations and solicit feedback. The Site-Ops Manager will also communicate with OCII on a bi-weekly basis to provide status updates on existing and forthcoming activations, outreach to local SBEs for involvement in the Permit Area, and outreach and programs for facilitating community involvement.

II. Permit Area Management

Provide overall property management of the Permit Area and all buildings existing and Improvements installed/to be installed thereon, including janitorial, maintenance and repairs, security, and landscape maintenance. This will include:

- A. Janitorial Services. At all times maintain the Permit Area in a neat, clean, orderly, and attractive condition free of used dishes, utensils, discarded food, debris, and spills, and provide landfill/recycling/compost receptacles serving the Permit Area, collect litter, empty landfill/recycling/compost receptacles, sweep paved areas, clean restrooms, inspect and clean site furnishings. Permittee's obligations shall extend to maintaining sidewalks surrounding the Permit Area in a clean condition free of clutter and refuse from activities on the Permit Area.
- B. Maintenance and Repair. Maintain the Permit Area in a good, clean, safe, secure, sanitary and sightly condition, in accordance with standards generally applicable to public open spaces within San Francisco and with all applicable laws and regulations for such uses ("**Maintenance Standard**"), and perform such repairs as are necessary to meet the Maintenance Standard. This shall include: (i) daily and weekly inspections of the Permit Area, as well as weekly check-ins with Sub-permittees, to identify any potentially unsafe conditions that require repair; and as-needed identification and performance of graffiti removal, tree maintenance, other periodic or non-periodic maintenance activities needed to maintain the Permit Area in accordance with the Maintenance Standard. Permittee has the right but is not required to make necessary structural repairs, or fix exterior deficiencies, to buildings or existing structures in the Permit Area (provided it meets the requirements of Section 13 of the Permit).

¹ The Site-Ops Manager role may be fulfilled by one or more individuals.

- C. Security. Secure the Permit Area both during Operating Hours and outside of Operating Hours to ensure the safety of the Permit Area for members of the public and prevention of unauthorized entry, property damage and related destructive behavior. In performing this obligation, Permittee shall (i) during Operating Hours, provide security meeting industry standards for the proposed uses (including without limitation for outdoor uses involving the distribution of alcohol); (ii) outside of Operating Hours, provide security for the Permit Area meeting industry standards, including performing a reasonable number of foot patrols as are necessary to prevent unauthorized entry and maintain the security of the Permit Area. Security personnel shall be ununiformed and unarmed unless otherwise approved in writing by Successor Agency. Permittee shall maintain fencing or other barriers identified on its Attachment 2 and other submittals to Successor Agency in good condition.

- D. Landscape Maintenance. Maintain Permit Area landscaping, provide gardening services, equipment and supplies, and remove debris daily in order to maintain the landscaping in a neat and orderly appearance. Permittee will also be responsible for tree maintenance, including pruning to maintain hazard-free branching structures, and maintaining/repairing the existing irrigation system.

- E. Deliveries and Vehicle Entry. Coordinate vehicle deliveries and access to the Permit Area of food trucks and other vehicles in a safe manner that limits deliveries to Operating Hours, minimizes noise, disruption to surrounding rights of way and building occupants, and protects public safety.

- F. Utilities and Services. Provide all Permit Area utilities services, including but not limited to, the utilities and fire alarm system listed below.
 - i. Electricity and gas
 - ii. Telecommunications
 - iii. Water and sewer
 - iv. Garbage and recycling
 - v. Fire alarm system – requires inspections, testing, and monitoring by a professional fire alarm company hired by the Permittee.
 - vi. Telecommunications to service the fire alarm system
 - vii. Pest control

III. Permit Area COVID-19 Protocols. The Permittee is responsible for implementing overall Permit Area COVID-19 safety protocols pursuant to local regulations and health department guidelines, and for ensuring its Sub-Permittees follow COVID-19 protocols.

Attachment 4: Insurance Requirements

Subject to approval by the Successor Agency Deputy Director for Finance and Administration of the insurers and policy forms, Permittee must obtain and maintain, or caused to be maintained, insurance as set forth in this Attachment 4 throughout the Term of this Permit, or in accordance with the timeframes stated herein, at no expense to Successor Agency.

- A. Overview of Coverage Requirements. The following table summarizes required insurance policies and documentation. Please see Section B of this Attachment 4 for more detailed descriptions of policy requirements.

Insurance Type	Coverage Amount (Minimum)	Applicable Parties	Endorsement or Certificate Required
Commercial General Liability (see Section B.1)	\$2,000,000 per occurrence/ \$4,000,000 aggregate	Permittee (and subpermittees if Permittee policy not extended to cover)	Additional insured (see Section G)
Automobile Liability (see Section B.2)	\$2,000,000 per occurrence	Permittee (and subpermittees if Permittee policy not extended to cover)	Additional insured (see Section G)
Worker's Compensation and Employer's Liability (see Section B.3)	As per statute for Workers Comp; \$1,000,000 per accident; \$1,000,000 per employee; and in aggregate for bodily injury by disease as respects Employers Liability	Permittee (and subpermittees if Permittee policy not extended to cover)	Waiver of subrogation

- B. Minimum Scope and Limits of Insurance. Permittee (and subpermittees if Permittee's policy does not extend to subpermittees) must maintain insurance with limits no less than:

- 1) Commercial General Liability coverage, under Insurance Services Office occurrence form CG 00 01 or other form approved by Successor Agency, with additional insured endorsement (see Section G). Umbrella or Excess Liability Policy may be used to meet the terms of this section.
- 2) Automobile Liability coverage for all owned, non-owned, scheduled, and hired automobiles under Insurance Services Office form number CA 00 01 or other form approved by Successor Agency, with additional insured endorsement (see Section G). If insured does not own any automobiles, insured must provide Successor Agency a written statement confirming that no automobiles are owned, and Successor Agency will accept an Automobile Insurance policy providing coverage for Symbol 8 (hired autos) and Symbol 9 (non-owned autos), with additional insured endorsement. One Million Dollars (\$2,000,000) per accident for bodily injury and property damage, combined single limit.

- 3) Worker's Compensation and Employer's Liability as required by the State of California. A waiver of subrogation naming Successor Agency is required (also known as "transfer of rights of recovery against others to us"). Employer's Liability coverage must provide limits of One Million Dollars (\$1,000,000) for bodily injury each accident; and not less than One Million Dollars (\$1,000,000) per employee; and One Million Dollars (\$1,000,000) in the annual aggregate for bodily injury by disease. If the Permittee does not have any employees, then evidence of Workers' Compensation and Employers Liability coverage required herein must be provided by either the Permittee's partners who have employees in lieu of such coverage being provided by the Permittee. Additionally, the Permittee must provide a written statement confirming that the Permittee does not have employees.
- C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions in excess of those required for policies stated herein must be declared to and approved by Successor Agency. At the option of Successor Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to Successor Agency, the City and County of San Francisco and their respective commissioners, members, officers, agents and employees; or Permittee shall provide a financial guarantee satisfactory to Successor Agency guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- D. Umbrella or Excess Liability Policies. An Umbrella and/or Excess Liability policy(ies) may be used to reach the Commercial General Liability, Workers' Compensation, and/or Automobile Liability coverage limits required herein. The Umbrella/Excess Liability/OCIP policy(ies) must appropriately schedule any such underlying policy(ies).
- E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise approved by Successor Agency's Risk Manager.
- F. General Requirements.
- 1) If the Permittee maintains additional coverages and/or higher limits than the minimums shown in this Attachment 4, Successor Agency requires and shall be entitled to the additional coverage and/or the higher limits maintained by the Permittee.
 - 2) The policies required herein, with the exception of Workers Compensation, shall be primary insurance and non-contributory as respects to Successor Agency, the City and County of San Francisco and their respective commissioners, members, officers, agents, and employees. Any insurance or self-insurance maintained by Successor Agency, the City and County of San Francisco and their respective commissioners, members, officers, agents or employees shall be in excess of Permittee's insurance and shall not contribute with it.
 - 3) Each insurance policy required herein must be endorsed (if endorsement is available) to state that coverage will not be suspended, voided, canceled by either party, or

reduced in coverage or in limits, except after thirty (30) days' prior written notice by mail has been given to Successor Agency. Should the insurance carrier not be able to provide such notice, then the responsibility to provide the notice to Successor Agency shall be borne by the policyholder.

- 4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Successor Agency, the City and County of San Francisco and their respective commissioners, members, officers, agents or employees.
- 5) Approval of Permittee's insurance by Successor Agency will not relieve or decrease the liability of Permittee under this Agreement.
- 6) Successor Agency and its officers, agents and employees will not be liable for any required premium under any policy maintained by Permittee.
- 7) All claims based on acts, omissions, injury or damage occurring or arising in whole or in part during the policy period must be covered. If any required insurance is provided under a claims-made policy, coverage must be maintained continuously for a period ending no less than five (5) years after the Compliance Term for general liability insurance.

G. Verification of Coverage. Permittee must furnish Successor Agency with certificates of insurance and original endorsements evidencing coverage required by this clause. The certificates and applicable endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by Successor Agency before work commences. Successor Agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements demonstrating the coverage required by these specifications at any time. Permittee shall require and verify that its contractors and consultants maintain the required policies as stated herein. Permittee must furnish Successor Agency with copies of certificates and endorsements upon request. All certificates shall include the following:

- 1) Identify the following as the certificate holder:

Successor Agency to the Redevelopment Agency of the City and
County of San Francisco
One South Van Ness Avenue, 5th Floor
San Francisco, CA 94103

- 2) Identify the name of the insurance policy holder (Permittee, Developer, or Contractor), the Project name, and the Project address.
- 3) For policies in which Successor Agency is required to be named as an additional insured, loss payee, dual obligee, or named on a waiver of subrogation, the policy shall name "Office of Community Investment and Infrastructure/Successor Agency to the Redevelopment Agency of the City and County of San Francisco, the City and

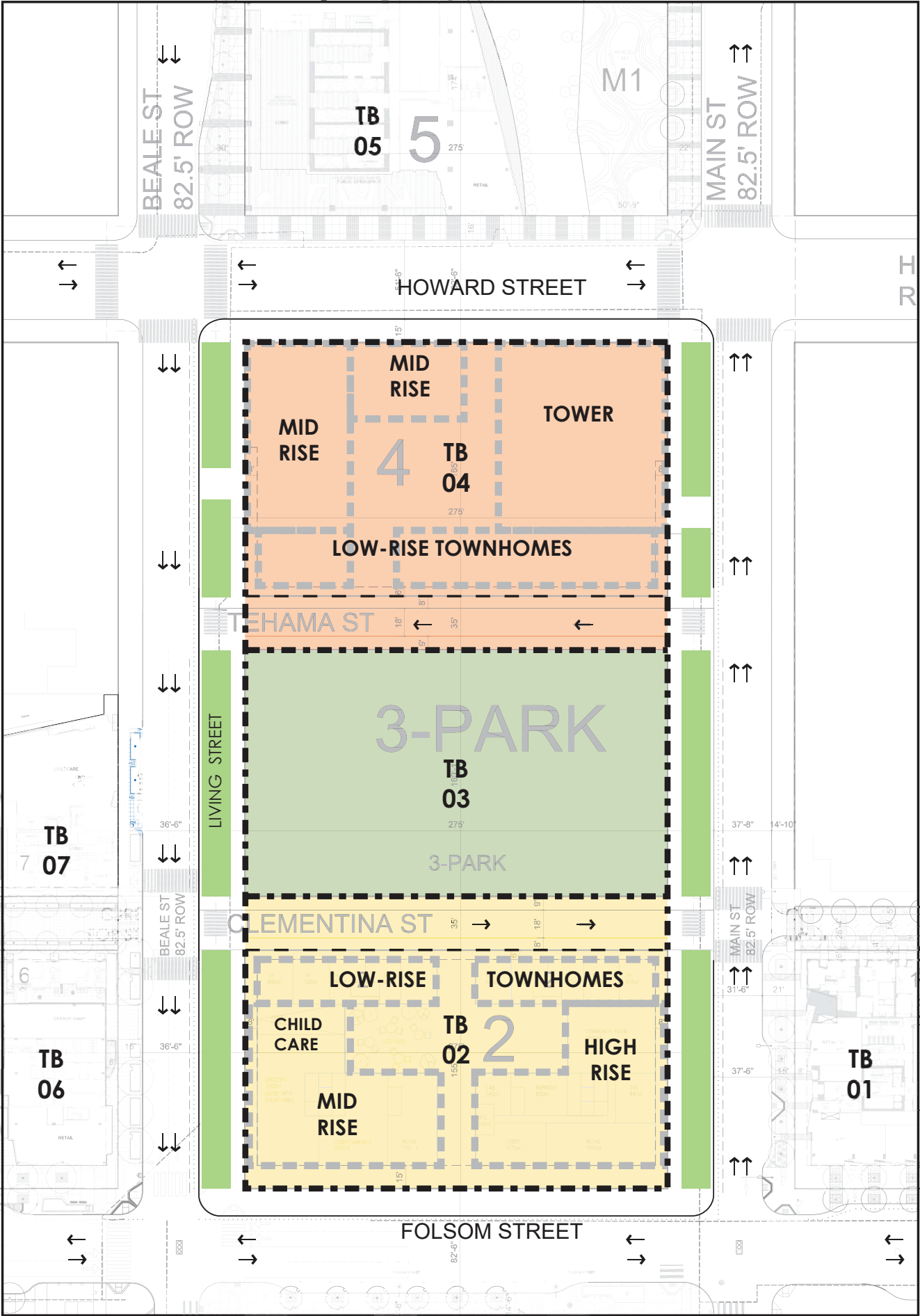
County of San Francisco and their respective commissioners, members, officers, agents and employees” on the certificate and on the attached endorsement or certificate.

- H. Review. Successor Agency reserves the right to modify the insurance coverage under this Section, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances consistent with Successor Agency’s Risk Management Policy. The insurance coverage required under this Section shall be evaluated by Successor Agency for adequacy from time to time. Successor Agency may require Permittee to increase the insurance limits and/or forms of coverage in its reasonable discretion provided that such limits and/or coverage is generally available at commercially reasonable rates.

Attachment 5: Minimum Compensation Policy

Attachment 6: Health Care Accountability Policy

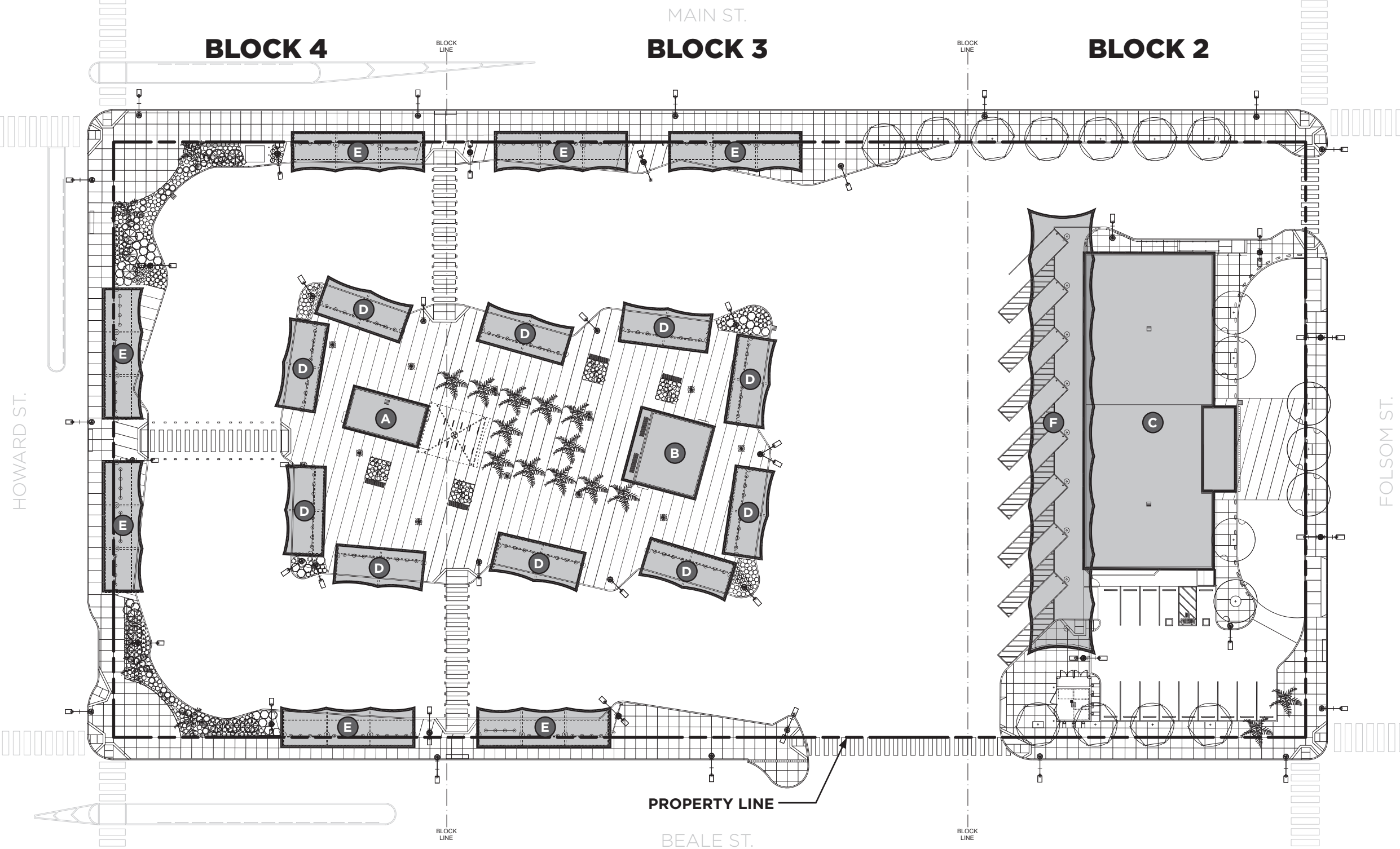
Attachment 2: Development Map



Attachment 3: Design Plans

EAST CUT LANDING INTERIM URBAN ACTIVATION

OCII REVIEW - 4.23.21
4.27.21 r2
5.20.21 r3



NOT FOR CONSTRUCTION

5.20.2021 r3
4.27.2021 r2



PROJECT NAME

EAST CUT LANDING INTERIM URBAN ACTIVATION

200 FOLSOM STREET
SAN FRANCISCO, CA 94105

ISSUE

OCII REVIEW

ISSUE DATE

4.23.2021

ISSUED BY

POPULOUS

PROJECT NUMBER

SHEET NAME

SITE PLAN - EXISTING

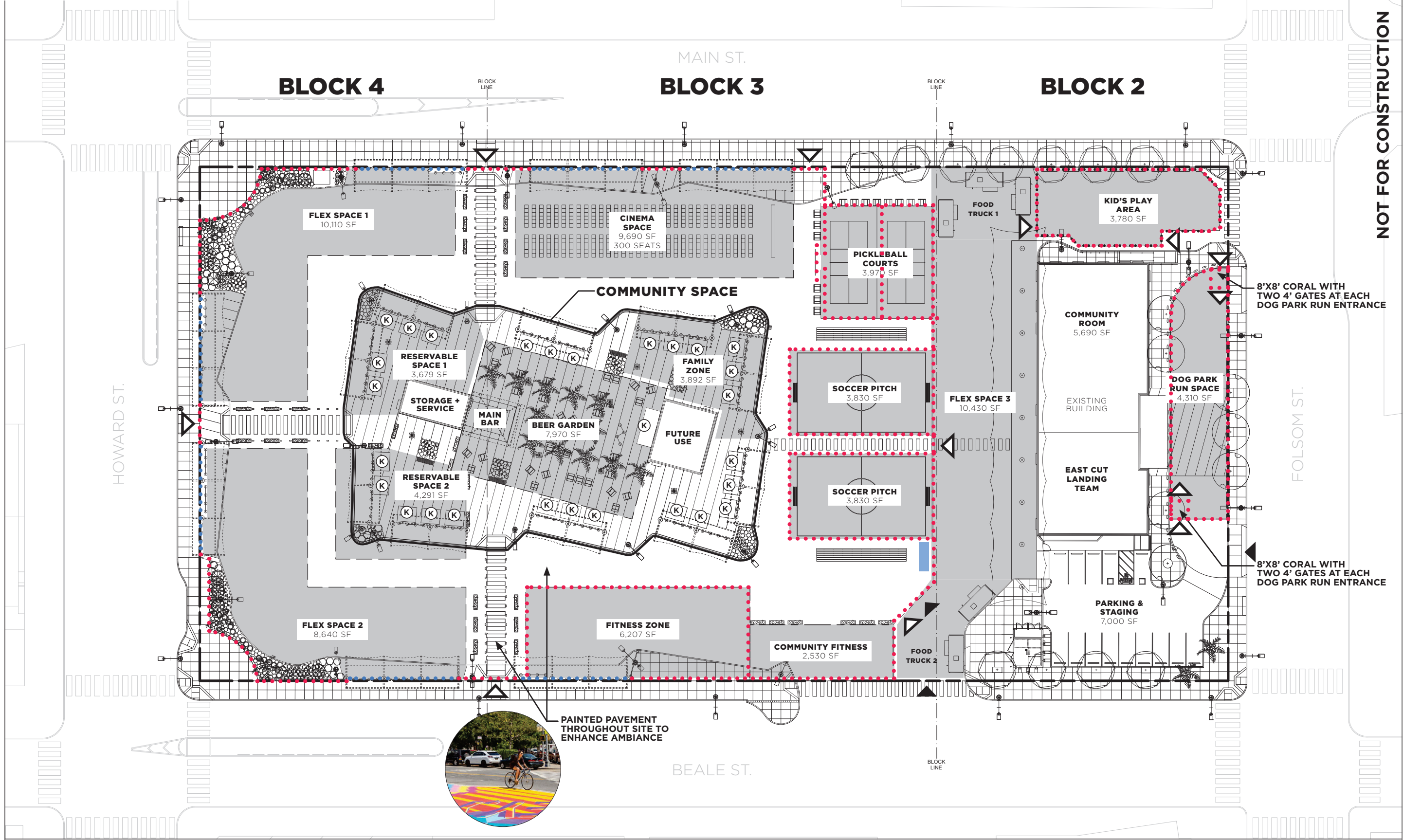
DRAWING NUMBER

A1-1

LEGEND

EXISTING BUILDINGS/STRUCTURES	DIMENSIONS	AREA
A SECURITY OFFICE	19'-6" X 35'-6"	692 SF
B AC TRANSIT OFFICE	34'-6" X 34'-6"	1,190 SF
C GREYHOUND BUS TERMINAL	60'-0" X 140'-0"	8,575 SF
D 2 BAY CANOPY STRUCTURE	17'-6" X 40'-6"	709 SF
E 3 BAY CANOPY STRUCTURE	17'-6" X 61'-0"	458 SF
F 10 BAY CANOPY STRUCTURE	203'-3" X 30'-0"	6,098 SF





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5.20.2021 r3
4.27.2021 r2



PROJECT NAME

**EAST CUT
LANDING
INTERIM URBAN
ACTIVATION**

200 FOLSOM STREET
SAN FRANCISCO, CA 94105

ISSUE

OCII REVIEW

ISSUE DATE

4.23.2021

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POPULOUS

PROJECT NUMBER

70.5445

SHEET NAME

**SITE PLAN -
PROGRAMMING
ZONES**

DRAWING NUMBER

A1-2

LEGEND

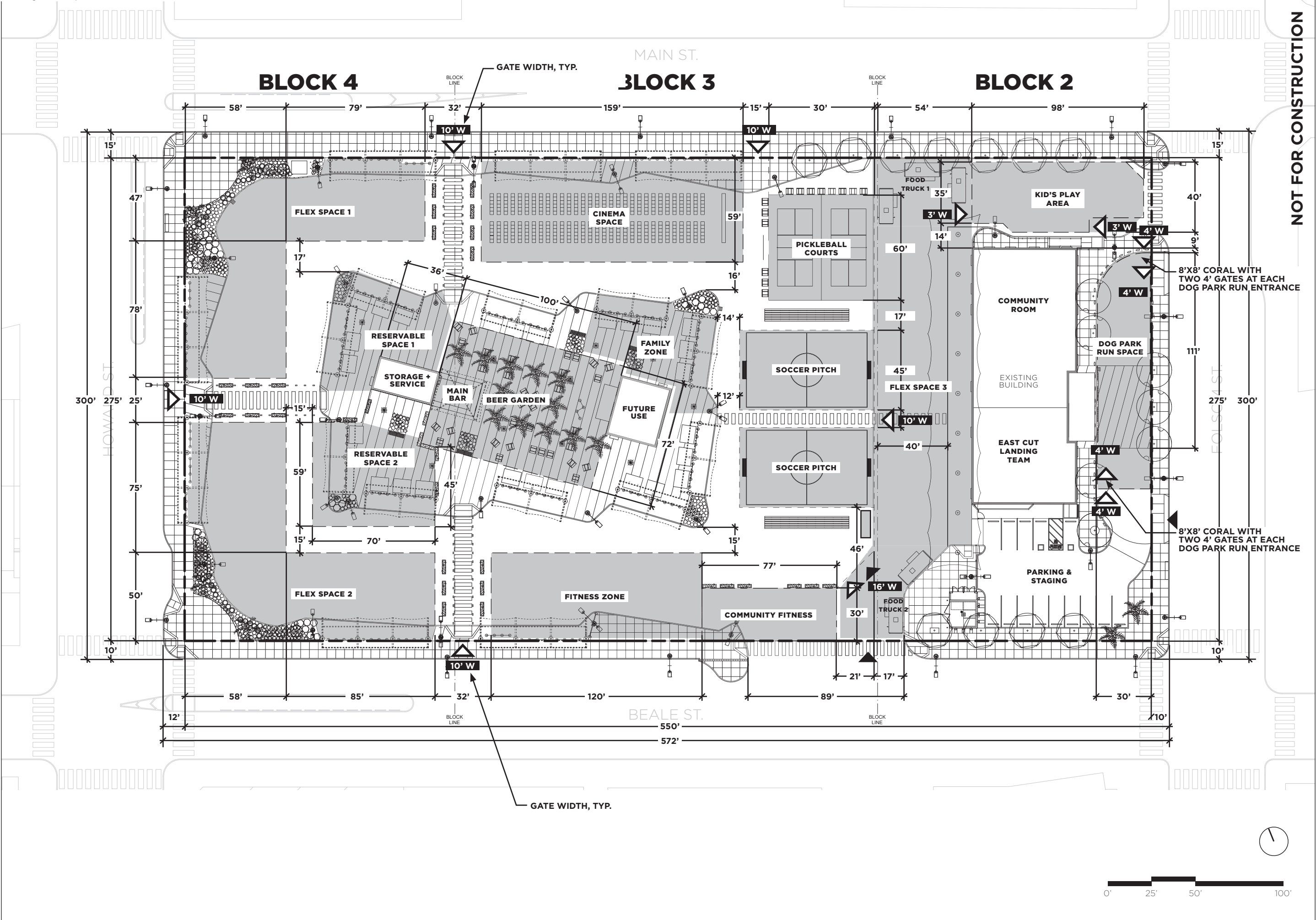
KID'S PLAY AREA	3,780 SF
FLEX SPACE 1 - FOOD, POP-UPS, EVENTS & OVERFLOW	10,110 SF
FAMILY ZONE	3,893 SF
DOG RUN SPACE	4,310 SF
POP UP RETAIL/FOOD KIOSKS (K)	2,160 SF
BEER GARDEN	7,970 SF
PICKLEBALL COURTS	3,970 SF

COMMUNITY FITNESS	2,530 SF
FITNESS ZONE	6,207 SF
SOCCER PITCH	7,660 SF
CINEMA SPACE	9,690 SF
FOOD TRUCK AREA 1 (IN FLEX SPACE 3)	
FOOD TRUCK AREA 2 (IN FLEX SPACE 3)	
EAST CUT LANDING TEAM	4,000 SF

COMMUNITY ROOM	5,690 SF
PARKING/STORAGE/STAGING	7,000 SF
FLEX SPACE 2 - FARMER'S MARKET, COMMUNITY SPACE & EVENTS	8,640 SF
FLEX SPACE 3	15,295 SF
RESERVABLE SPACE 1	3,679 SF
RESERVABLE SPACE 2	4,291 SF

--- --	PROPERTY LINE
.....	NEW FENCING
.....	EXISTING BUS PARTITIONS
■	BIKE AND/OR SCOOTER RACKS
■	PROGRAM AREAS
▲	PEDESTRIAN ENTRANCES
▲	SERVICE VEHICLE ENTRANCES





PROJECT NAME
**EAST CUT
LANDING
INTERIM URBAN
ACTIVATION**

200 FOLSOM STREET
SAN FRANCISCO, CA 94105

ISSUE
OCII REVIEW

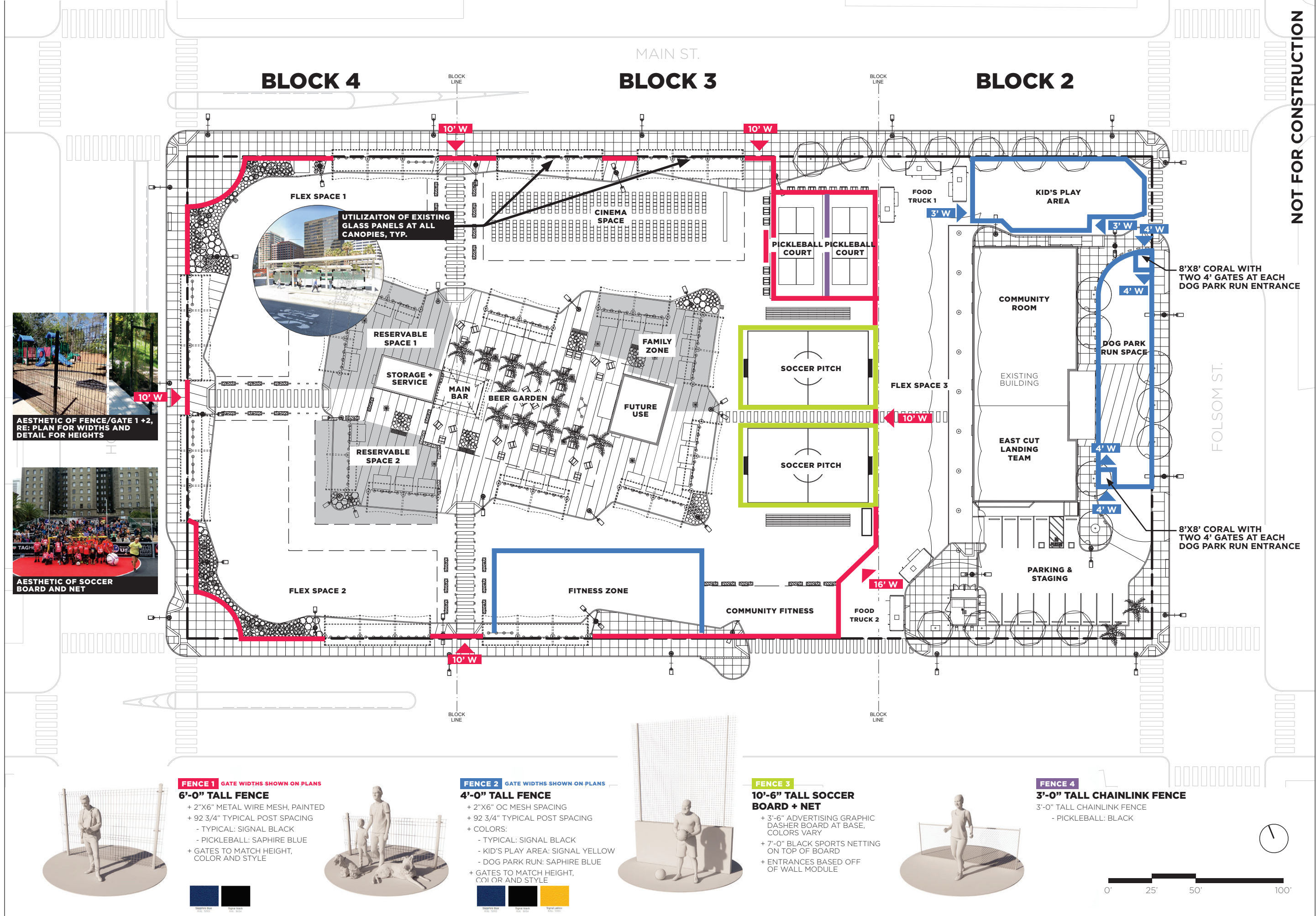
ISSUE DATE
4.23.2021

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POPULOUS

PROJECT NUMBER
70.5445

SHEET NAME
**SITE PLAN -
OVERALL
DIMENSIONS**

DRAWING NUMBER
A1-3



5.20.2021 r3
4.27.2021 r2



PROJECT NAME
**EAST CUT
LANDING
INTERIM URBAN
ACTIVATION**

200 FOLSOM STREET
SAN FRANCISCO, CA 94105
ISSUE

OCII REVIEW

ISSUE DATE
4.23.2021

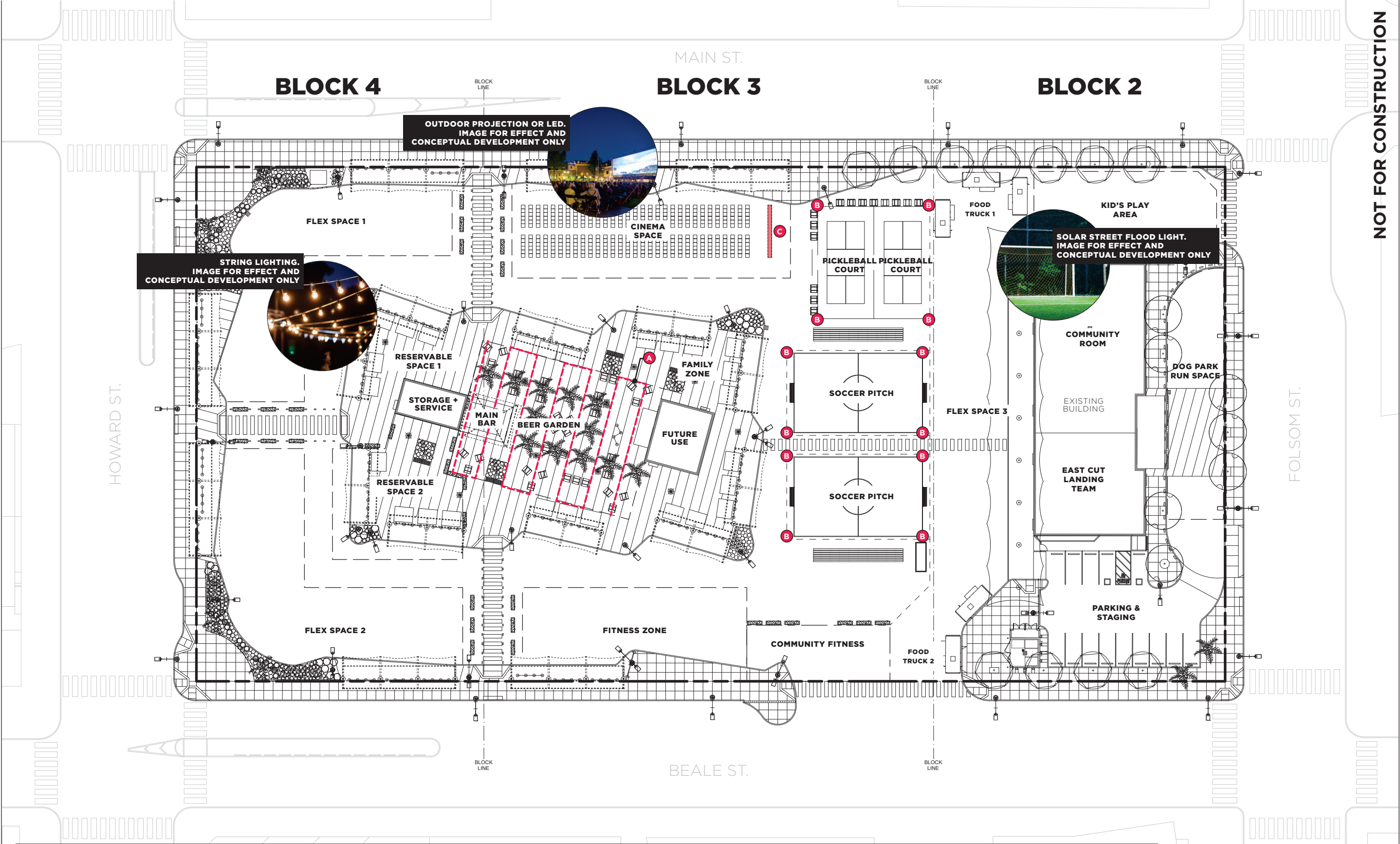
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PROJECT NUMBER
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SHEET NAME

**SITE PLAN -
FENCING PLAN**

DRAWING NUMBER
A1-4



NOT FOR CONSTRUCTION

POPULOUS
Architecture, Planning,
Interiors, Programming
4800 Main Street, Suite 300
Kansas City, MO 64112
816.221.1500

5.20.2021 r3
4.27.2021 r2



PROJECT NAME
**EAST CUT LANDING
INTERIM URBAN
ACTIVATION**

200 FOLSOM STREET
SAN FRANCISCO, CA 94105

ISSUE
OCII REVIEW

ISSUE DATE
4.23.2021

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PROJECT NUMBER
70.5445

SHEET NAME
**SITE PLAN -
LIGHTING PLAN**

DRAWING NUMBER

A1-5

**FOR CONCEPTUAL
PURPOSES ONLY
ENGINEER TO
PROVIDE DRAWING**

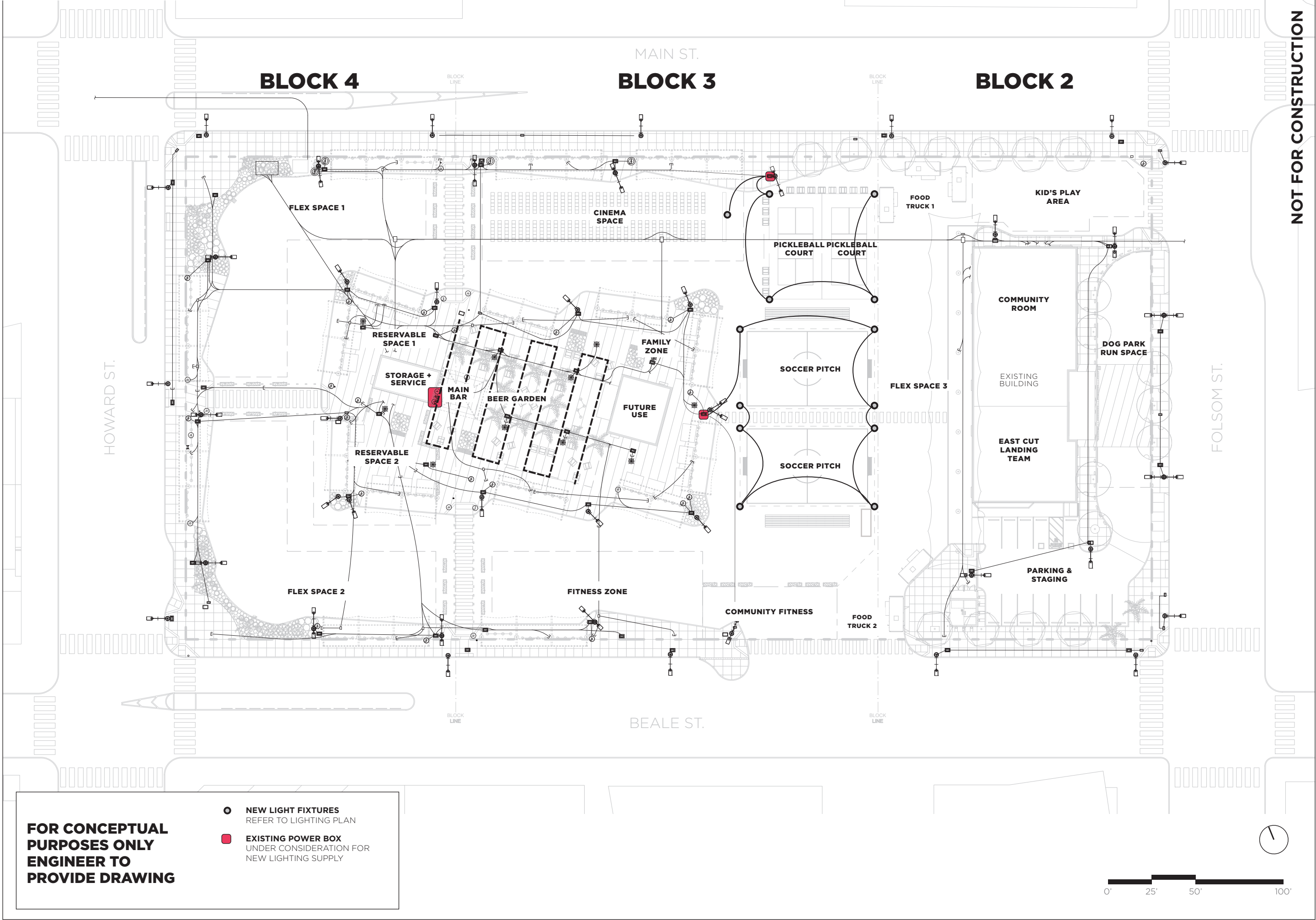
- A STRING LIGHTS**
- + COMMERCIAL GRADE
 - + OUTDOOR / WATERPROOF
 - + DIMMABLE INCANDESCENT EDISON BULB
 - NO GLARE
 - NO LIGHT TRESPASS
 - SHATTER PROOF BULBS
 - ENERGY SAVING BULBS

- B SOLAR STREET FLOOD LIGHT**
- + OUTDOOR LED: 300W
 - NO GLARE
 - NO LIGHT TRESPASS
 - + ADJUSTABLE COLOR TEMPERATURES
 - 2200K-700K TEMPERATURES
 - + WATERPROOF
 - + INSTALLATION HEIGHT: 11' - 0" AFF
 - MOUNTED 1' - 0" ABOVE PARTITION WALLS



- C OUTDOOR CINEMA**
- + OUTDOOR PROJECTION OR LED (VENDOR)
 - NO GLARE
 - NO LIGHT TRESPASS





PROJECT NAME
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ACTIVATION**

200 FOLSOM STREET
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ISSUE
OCII REVIEW

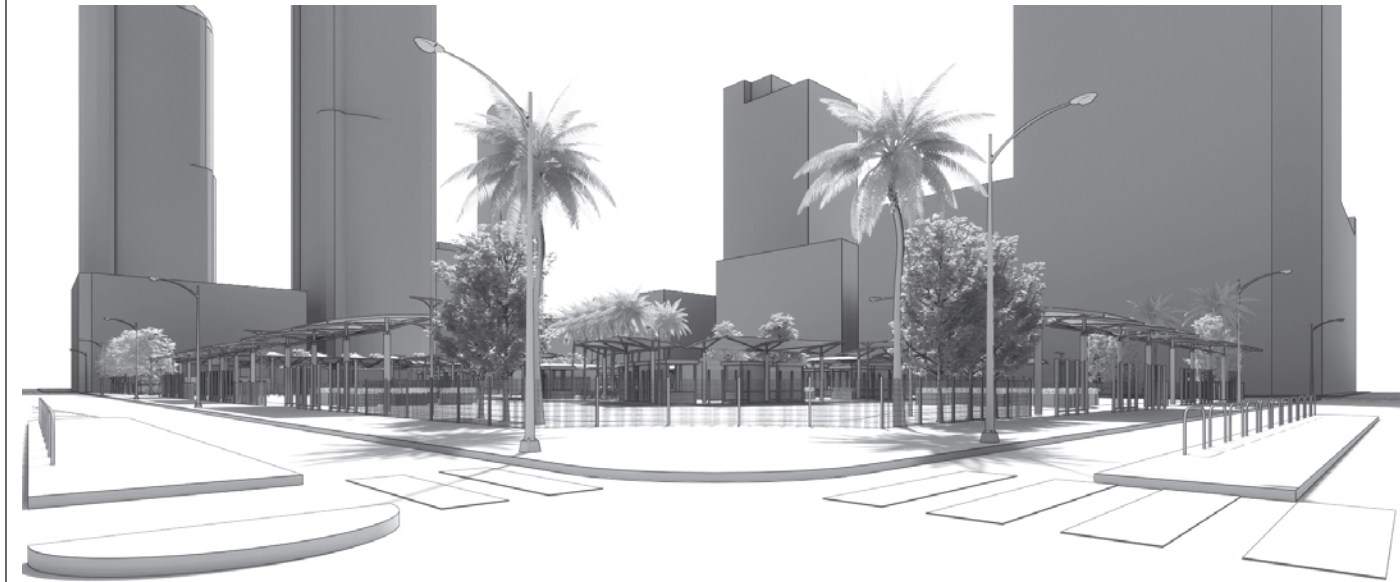
ISSUE DATE
4.23.2021

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POPULOUS

PROJECT NUMBER
70.5445

SHEET NAME
**TENATIVE
UTILITIES
PLAN**

DRAWING NUMBER
A1-6



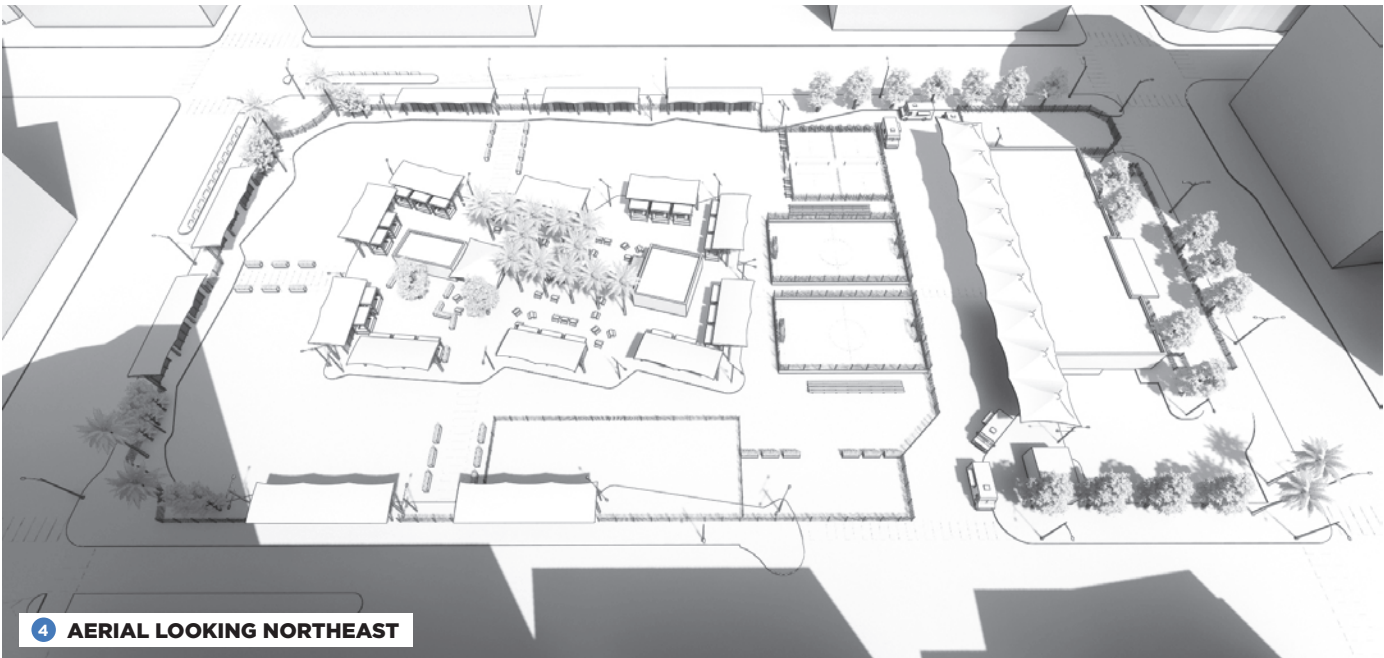
1 MAIN STREET AND HOWARD STREET



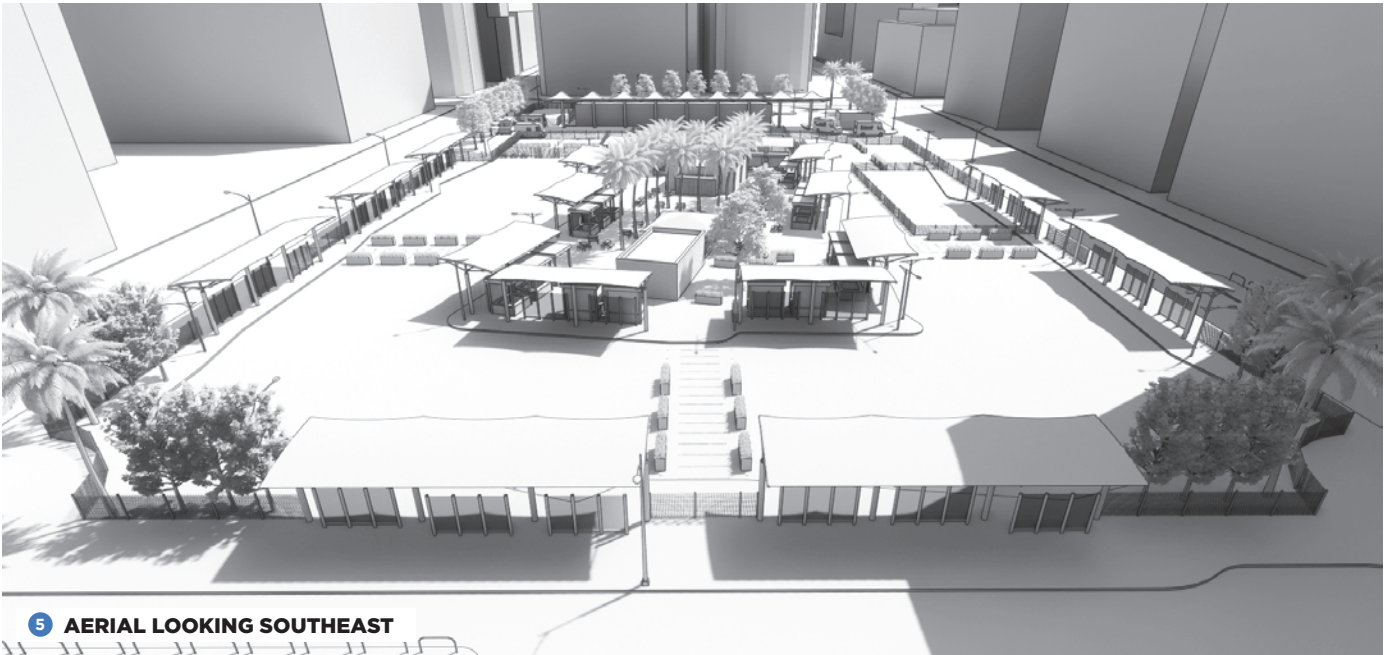
2 VIEW ON MAIN STREET LOOKING WEST



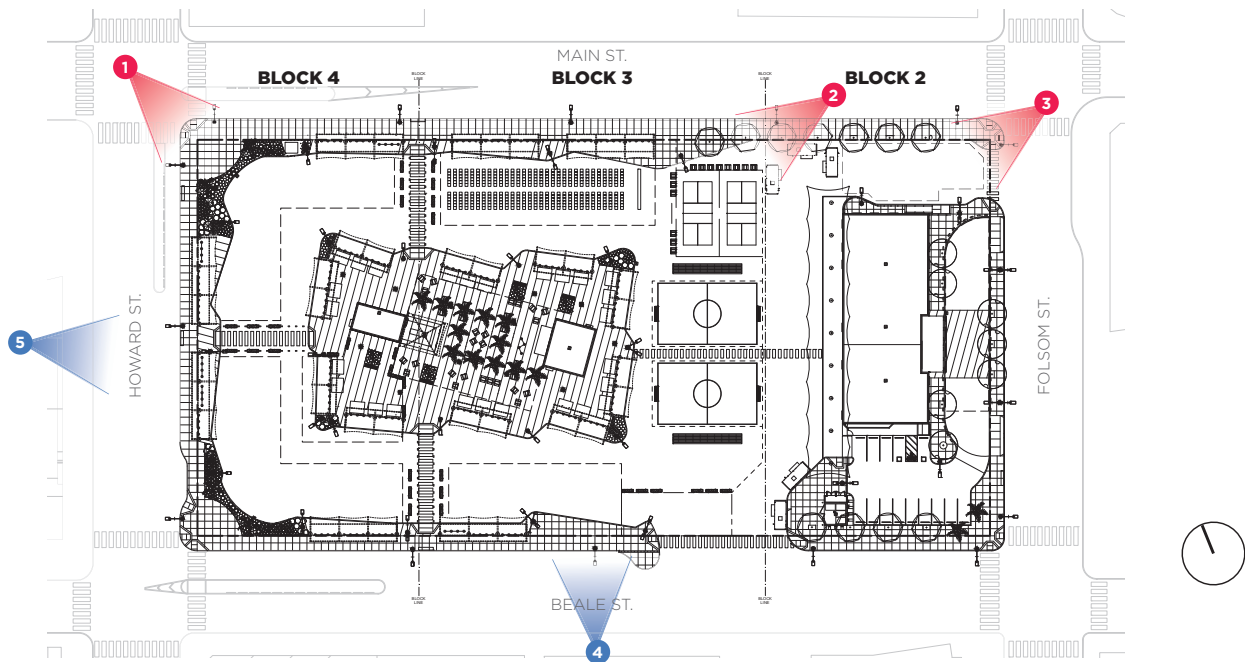
3 VIEW FROM CORNER OF MAIN AND FOLSOM LOOKING WEST



4 AERIAL LOOKING NORTHEAST



5 AERIAL LOOKING SOUTHEAST



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Interiors, Programming
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Kansas City, MO 64112
816.221.1500

5.20.2021 r3
4.27.2021 r2

EAST
CUT
LANDING

PROJECT NAME
**EAST CUT
LANDING
INTERIM URBAN
ACTIVATION**

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SAN FRANCISCO, CA 94105

ISSUE
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4.23.2021

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SHEET NAME
PERSPECTIVES

DRAWING NUMBER
A1-7

ATTACHMENT 4: OPERATIONS PLAN

TRANSBAY TEMPORARY TERMINAL SITE ACTIVATION

East Cut Landing Partners

April 26, 2021

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I. INTRODUCTION

This Operations Plan ("**Operations Plan**") is prepared by East Cut Landing Partners ("**ECLP**") to provide its plan for temporary activation use – including programming, staffing, marketing, maintenance and security/safety – of the former Transbay Temporary Transit Terminal owned by the Office of Community Investment and Infrastructure ("**OCII**"). The Temporary Terminal, located at 200 Folsom Street and bounded by Howard, Beale, Main and Folsom Streets (the "**Site**") is ultimately planned for permanent development overseen by OCII, generally beginning in early 2023. In the interim, OCII has selected ECLP to implement a program of temporary activation uses of the Site to benefit the community around the Site.

ECLP (also referred to herein as the "**Manager**"), a partnership comprised of the East Cut Community Benefit District ("**CBD**"), Nestory Park, Street Soccer USA ("**SSUSA**") and Real Active, is or will be registered as a public benefit corporation and will be the permittee (either as itself or by its constituent partners) under a permit to enter (the "**PTE**") with OCII which will govern access to the Site. In the case of any conflict between the terms of this Operations Plan and the PTE, the PTE shall govern.

The East Cut CBD is a 501(c)(3) non-profit corporation supported by property owners within its district boundaries through an annual assessment, whose mandate is to advance the quality of life, enhance the public realm, and reinforce the viability of the economic base of its District. The CBD provides services to the neighborhood 24-hrs a day, seven days a week cleaning nine miles of sidewalks, provides a nightly community security program, funds the programming and maintenance of Salesforce Park, and builds community through regular neighborhood-based activations.

Nestory Park is a national commercial real estate developer that focuses on developing sites that emphasize community programming and amenities.

Street Soccer USA is a 501(c)(3) non-profit organization established in 2010, currently operating in 12 cities throughout the United States, including offering programming continuously in San Francisco since 2010. Its mission is to fight poverty and empower underserved communities through soccer. Its goal is to provide an alternative to the pay-to-play model of youth sports with a focus on social impact for its players and communities. SSUSA brings its programs to kids 6-18 years old, as well as special needs populations including homeless families, adults and people in recovery. It has dual headquarters in San Francisco and New York.

Real Active is a sole proprietorship that focuses on helping property owners activate and optimize their assets and secure programming partners. Additional services include business development and business strategy consulting services. The firm is owned and managed by Kipp Kjeldgaard, 28-year resident of San Francisco.

II. POINT OF CONTACT

The point of contact for the Manager in relation to this Operations Plan is Kipp Kjeldgaard.
Contact info: Kipp@realactiveus.com / (415) 596-5494

III. GOALS AND OBJECTIVES

ECLP acknowledges that there are many voices and interests within the East Cut and surrounding neighborhoods, and the proposed programming offers opportunities for individuals, couples, children, families, friends, seniors and dog owners to eat, play, exercise and connect. ECLP is also mindful of and includes measures to minimize the potential spread of COVID-19 under its operations. ECLP proposes the following goals and objectives concerning activation uses under this Operations Plan:

1. Provide broad and diverse benefits to be enjoyed by all members of the community;
2. Promote positive social interactions;
3. Develop programming that creates tangible opportunities for play, exploration, relaxation and direct engagements;
4. Offer amenities that may not be readily available in the neighborhood;
5. Create opportunities for hyper-local businesses and entrepreneurs to promote their products and services;
6. Serve as an incubator for potential programming of other publicly-owned open space/parks in Transbay.

In addition, OCII specified the following goals for the activation uses: an active, pedestrian-oriented, community-serving uses that may include, but are not limited to, an outdoor food or beverage court, including food trucks; outdoor farmer's market; outdoor retail; outdoor recreational uses; sports programming (soccer field, tennis court, etc.); outdoor movies, and other uses, subject to OCII approval, that cater to, and create vitalized spaces for, those who live, work and visit the Transbay Redevelopment Project area and other nearby communities.

IV. GENERAL SUMMARY OF OPERATIONS

This Operations Plan responds to OCII's goals for activating the Site by providing a combination of food/beverage, outdoor sports and entertainment, farmer's market and local retail operations sourced primarily from the immediately surrounding community and greater East Cut neighborhood, as well as providing other passive and active recreational uses, as discussed further in **Section V**, below.

Activation is anticipated to occur on a phased basis, with the Manager targeting food/beverage, outdoor sports and entertainment (including Kids Play Area) uses within the first phase, and additional design/art activities, dog run and commissary space to serve the Site within the second phase, as discussed in greater detail in **Section VI** (Scheduling) below. All activations are subject to obtaining necessary permitting, which Manager has begun processing, as discussed further in **Section VIII** (Permitting), below.

The Manager will be responsible for implementing this Plan, both directly and through proposed subcontractors operating on the Site, including complying with all applicable laws, regulations and permitting requirements. The Manager will employ a Site-Operations Manager ("**Site-Ops Manager**") who will be on-site or on-call at all times as the point person managing the coordination of Manager and subcontractor activities, maintenance, safety and security of the Site. The Manager intends for the Site to be activated daily from approximately 7 am (6 am for morning fitness classes) to 10 pm on weekdays, and allowing 12 am on weekends (for Rooftop Cinema movies), as discussed in greater detail in the table at page 10.

The Manager's subcontractor Block by Block, which currently works in the East Cut neighborhood on behalf of the CBD, will manage Site maintenance, public access, operating hours and rules of operation, based on guidance from the Manager that is similar to other publicly accessible outdoor spaces in the City, as discussed in **Section VII** (Maintenance) and **Section VIII** (Staffing). The Site-Ops Manager will oversee other staff directly hired or assigned to perform work on the Site, as well as any authorized community members who the Manager enlists as volunteers on the Site. For areas specifically designated for individual subcontractor use (e.g., soccer fields or beer garden), the Manager and subcontractor may agree that the subcontractor will manage access/operating hours, maintenance and rules of operation applicable to the areas specifically managed by the particular subcontractor, provided that the subcontractor's performance is overseen by the Manager.

V. PROPOSED ACTIVITIES & USES

1. **Food & Beverage.** The Manager will contract with local operators to deliver diverse, high-quality and popular food options. The Manager has secured Letters of Intent (LOI) from several local potential subpermittees and will generate operating agreements with multiple subcontractors while simultaneously conducting additional outreach in accordance with Section VII.
 - a. Food trucks – The Manager proposes operating up to five food trucks mainly in Flex Space 3 adjacent to the Greyhound building but possibly in the other Flex Space areas depending on programming. An awning and seating areas for visitors may be provided in Flex Space 3. Manager will feature a rotating mix of popular and new food options from San Francisco operators. The court will offer lunch and dinner shifts ranging from three to six trucks depending on demand and Site programming. The Manager is working with Miguel Escobedo, owner of Al Pastor Papi, one of the City's most visible and successful mobile food operators, who has agreed to lead an effort to self-organize food truck operator-subcontractors. Miguel is conducting outreach to San Francisco-based operators, focusing on food diversity and popularity, and has proposed conducting an overview meeting between interested operators and ECLP the week of April 26th. Food truck operators within the East Cut CBD boundaries will be prioritized. Offers to truck operators outside the boundaries will be prioritized based on proximity to the East Cut neighborhood, diversity of ownership, and quality of cuisine and popularity.

- b. Food stalls – The Manager intends to initially create five food stalls (approximately 60 – 80 square feet in size based on users' needs) for subpermittees without a food truck to operate within the Site. The food stall area will be proximate to the food truck court and share seating areas. The Manager has focused initial outreach on businesses in the surrounding neighborhood, with those immediately adjacent to the Site (within a 2-block radius) given the first right of refusal, followed by operators within the boundaries of the CBD. Local Kitchen, Spice Kit, Lightbox Café, Southside Spirit House and Epic Roasthouse have signed LOIs. All plan to open at the launch of the Site with Local Kitchen requesting two stalls. Philz Coffee has recently expressed interest in the site and attended a site tour with the above-mentioned operators. Cancha and Noah Japan have also indicated interest in occupying space in these stalls. Both currently operate outside of the East Cut CBD boundary, but within San Francisco and are in back-up positions if additional East Cut operators don't commit. Operators outside of the East Cut CBD boundary will be prioritized based on proximity to The East Cut neighborhood, diversity and quality of cuisine and popularity.
- c. Beer Garden – The Manager proposes to work with its subcontractor Monarch Beverage Catering to create a family friendly beer-garden style outdoor space with seating and related amenities that serves as the central gathering spot for the community. In support of this objective, a Family Zone of approximately 4,000 square feet has been established within the Beer garden community area that will be demarcated through design elements and signage. Wood Island on Treasure Island, Westbrae in Berkeley and Biergarten in Hayes Valley exemplify comparable atmospheres we seek to establish.
- d. Satellite Bar – The Manager and Monarch will assess the potential after Site opening and activate an additional bar for seasonal and private events and/or to address high demand, if needed.

2. Recreation / Fitness

- a. Street Soccer USA (SSUSA) – SSUSA would occupy an approximately 7,600 square foot area with two short soccer fields. SSUSA intends to launch operations upon Site opening. SSUSA currently operates in several San Francisco neighborhoods including North Beach, Chinatown, Tenderloin, Western Addition, Bayview, the Mission among others. SSUSA is a long time partner of the San Francisco Recreation & Parks Department and is a grantee of the Department of Children, Youth and their Families. SSUSA will operate three programs: **SSUSA curriculum skills** to neighborhood youth and teens typically offered in the after-school hours and evenings. This program is offered through direct outreach to youth and families living in below market rate housing as well as through partnerships with local CBO's. Enrollment materials are disseminated in multiple languages and staff help walk participants to fields in order to minimize barriers to participation. SSUSA will also host **Open Free Play** for the public 5 days per week. Finally SSUSA will also operate revenue generating **Leagues and Special Events** for local businesses and teams which fund the free play for youth in the neighborhood. The breakdown is approximately 60% for SSUSA curriculum skills, 15% open for free to the public and 25% for pay-to-play leagues and events.

- b. Fitness – Manager will dedicate approximately 9,000 square feet for fitness and wellness programs including third-party hosted programs and dedicated community fitness space. Manager’s website and communications will specifically highlight that the community fitness area can be utilized by individuals as well as local instructors, providing space for classes to those that may have been furloughed or laid off. Barry’s Bootcamp has provided an LOI to participate as a subcontractor and conducted a Site visit. They anticipate being able to open shortly after the execution of the PTE and subcontract.
 - c. Pickleball – The Manager would install two courts (approximately 4,000 square feet) and provide all necessary equipment to play this easy-to-learn, easy-to-play game. San Francisco Pickleball Community (“SFPC”) is serving as an advisor to Manager and has offered to provide equipment, instructions, marketing, and social events to support the courts on the Site. SFPC visited the site to provide recommendations on court locations and has engaged two contractors to provide bids on installation of netting and fencing and court preparation. Manager/subcontractor will implement a court usage policy that provides for usage on a first-come-first-served basis except for specified times of the day (no more than 25% of total per-day availability) that can be reserved free-of-charge through Manager for lessons or community-related organized activities.
- 3. **Outdoor Cinema.** Manager would work with subcontractor Rooftop Cinema, a cinema experience provider with locations in seven U.S. cities, to provide an approximately 9,700 square foot space dedicated for a high-quality and affordable cinema experience, providing seating and wireless headsets in a unique setting. Ticket and concession ordering are touchless. On-Site capacity with COVID-related restrictions is approximately 150 and will grow to 300 people without COVID-related restrictions. Rooftop has provided an LOI. Manager is in final negotiations and is expected to execute an agreement with sub-permittee upon PTE being executed.
- 4. **Farmers Market.** The Manager intends to provide a weekly farmers market on the Site that focuses on fresh and affordable produce. Size and frequency remain to be determined based on identification of final operator-subcontractor.
- 5. **Retail Stalls.** The Manager intends to initially create five retail stalls (approximately 60 – 80 square feet in size based on users' needs) surrounding the Beer Garden and dedicated community area for local retailers to maintain a permanent or semi-permanent presence on the Site. Retailers adjacent to the Site (within a 2-block radius) will be prioritized, followed by retailers within the East Cut CBD boundary, and finally by retailers with the greater area, to be prioritized based on proximity to The East Cut neighborhood, diversity and quality of cuisine and popularity. Additional space may be provided for temporary but recurring retail activations in conjunction with other events like farmers markets. Retail operators within the East Cut CBD boundaries will be prioritized. Offers to retail operators outside the boundaries will be prioritized based on proximity to the East Cut neighborhood, diversity of ownership, and quality of cuisine and popularity.

6. **East Cut CBD Office.** The Manager proposes to allow approximately 4,000 square feet of the existing Greyhound building (200 Folsom) to be used by the CBD (as a subcontractor to ELCP) for use by its CBD Services Team and by CBD's contractor (Block by Block) for their maintenance, security, and administration services at the Site, as well as throughout the District.
7. **Flex Space.** The Manager has intentionally left space unallocated to allow for short-term community programming and events and unanticipated needs and potential future uses in keeping with the goals of this Operations Plan. As COVID-related restrictions are likely to remain in place for public gatherings and events for the foreseeable future, the flex spaces can serve as socially-distanced gathering space if needed during peak attendance of other uses on the Site. And while permanent food operators are sought on the perimeter of the beer garden, short-term, temporary engagements may be offered in the space to support other local vendors who cannot or prefer not to operate on a permanent basis. Additionally, short-term community activations and events (see below) will likely require a dedicated location and would be allocated predominantly to the flex space. The Manager also intends to retain unallocated space to accommodate unanticipated programming. Lastly, private events may be held in the flex space so as not to restrict public access to any Site programming. Flex space will fall within the PTE and will be maintained by ECLP accordingly.

Flex Space 1 & 2: Approximately 19,000 square feet of space to accommodate peak capacity, demand for food & beverage and retail vendors who desire the ability to book for short periods, pop-up activations, communal events, small-scale performances, including musical, potentially food trucks and other proposed activations that might be proposed by the community.

Flex Space 3: Approximately 15,000 square feet will support outdoor community events, the Farmer's Market youth programming and food trucks. It is ideally suited for these uses given the overhang can provide both shade and cover during rain.

With the possible exception of activations by small groups or individual performers, Manager will enter sub-permittee agreements with groups providing activation or programming.

8. **Transportation Area.** Manager has engaged designer to dedicate one or more areas for transportation purposes, including personal and third-party bike and scooter parking and rental and docking services.
9. **Kids Play Area.** Approximately 4,000 square feet would be dedicated for a combination of modular structures, colorful rubber padding and designated, themed pathways that will collectively create a space for children and families to safely play. Short and transparent fencing or barriers will be installed to delineate the space. Initial activation may not include full range of modular structures, but will at a minimum provide a safe, interesting and separated area for childrens' play.

10. **Youth / Community Services Space.** The Manager intends to enter into a subcontract with a qualified operator to provide low-income and at-risk youth after-school and summer camps that incorporate both classroom teaching and fitness to address the impact of distanced learning and absence of school fitness and sports. Manager, in consultation with SSUSA, is initiating outreach to SSUSA partners Larkin St. Youth Services, Glide, and the YMCA Embarcadero among others who may be a good fit to provide on-site programming. The Manager has obtained an LOI with Creative Cave to provide after-school and summer programs on the Site as a back-up if unable to secure a local provider. Approximately 4,000 square feet of interior space within the Greyhound Building as approximately 3,000 square feet of space immediately outside the Greyhound building for this use.
11. **Community Event Space.** Groups and organizations that reside within the East Cut will be able to reserve space either inside the Greyhound building or directly outside in the designated Flex Space for community events or programming. Examples include: school fundraisers, City agency public meetings for projects or programs in the East Cut neighborhood, including meetings around the upcoming Harrison Streetscape Project and the Transbay Block 3 Park design progress; and evening/weekend holiday events for neighborhood organizations, such as an Easter egg hunt, or holiday cookie decorating event for families at BMR housing adjacent to the site.
12. **Small Dog Run.** Responding to community interest and given the significant number of dog owners and lack of facilities within the East Cut CBD boundary, the Manager will construct an approximately 4,000 square-foot self-contained dog run. The area will be accessed from Main Street and not have direct entry into the rest of the Site. The dog run will not be monitored by staff but will include posted rules and will receive daily cleaning, as necessary, by ECLP staff. Cleaning will include picking up any excrement left by dog owners, and power-washing the surface area. The power-washing will resemble sidewalk pressure washing done daily in the East Cut neighborhood.
13. **Temporary Art Installations.** Initial outreach has been conducted within the local art community to facilitate the installation of public art. Manager is in discussions with San Francisco nonprofit Problem Library to explore developing an interactive installation(s) on Site.
14. **Senior Outreach.** Manager is speaking with two providers that specifically serve seniors; UCSF Health and San Francisco Village. UCSF Health, with nine locations in San Francisco, has a dedicated Community and Government Relations team that works directly with community organizations to provide a variety of services at one-time health events. San Francisco Village, which hosts 35-40 programs a month across 25 neighborhoods is a community organization led by older adults who share their skills, support, and expertise to help seniors navigate the challenges and opportunities of aging. We believe that engaging seniors to use the space, volunteer with our other non-profit partners and to engage with the public will add to their sense of belonging and community and be a welcome addition to East Cut Landing. Services include wellness checks, Fitness, health screenings, prescription medicine delivery, food delivery and volunteer opportunities.

15. Events. Manager proposes hosting and/or facilitating various events to take place within different locations of the site.

- a. **Communal Events:** Through its own efforts or that of third-party partners, ECLP will host numerous events over the course of each year for the benefit of the community. Seasonal, cultural or themed events such as a Holiday Market, Juneteenth celebration, Cinco de Mayo festival and Oktoberfest, or watch parties for the Olympics, World Cup or a Bay Area team's participation in playoffs or championships, create opportunities to bring the community together. Additionally, experiential and interactive activations that promote participation and collaboration create positive engagement and enhance visitor's experiences while keeping programming fresh. These events would take place predominantly in the designated Flex Space areas but could also include the fitness area and SSUSA space. Manager anticipates conducting at least one community event per month with events ranging from one day to possibly a full month, depending on activation (example: Olympics run for 2 weeks and the World Cup four weeks)
- b. **Group Events:** Given the size of the site, a variety of locations can support groups wishing to host events or private gatherings without restricting access to public programming and amenities.
 - i. **Beer Garden:** Two areas outside the beer garden but within the community space would be reservable for group bookings as depicted in the design package. When not booked, the space would be available to the public. Larger events would combine with or move to flex space. While Monarch Beverage Catering would be allowed to book private events, they would adhere to the same policy of utilizing the designated reservable space and must receive prior approval from the Site-Ops Manager or ECLP Management. Pre-Covid we would have anticipated approximately two-to-three bookings a week, including small groups. Emerging from Covid, estimating demand proves challenging as on one hand, it is possible groups will be hesitant to convene. On the other, gathering outside in a semi-private space could be appealing.
 - ii. **Flex Space:** When not in use for communal events or programming, the flex spaces can be utilized for group events. Pre-Covid we would have anticipated approximately two-to-four bookings a month. Emerging from Covid, estimating demand proves challenging as on one hand, it's possible organizations will be hesitant to convene. On the other, gathering outside in a semi-private space could be appealing to initiate team-building or morale-boosting activities.
 - iii. **Street Soccer USA:** Private events would only be held after core youth programming has concluded. As SSUSA fields are available to the public on a limited basis, events would generally not impact access to this programming. SSUSA anticipates one-to-two private events per month.
 - iv. **Rooftop Cinema:** Given Rooftop will likely operate five days a week, they would schedule most group bookings on non-public evenings or during just a

portion of their publicly available hours. Rooftop anticipates approximately two private events per month.

VI. SCHEDULE

1. **Initial Activation.** The Manager anticipates being able to significantly activate the Site shortly after executing the PTE with OCII, through a combination of capital on hand and sub-permittees funding and implementing their respective activations. The CBD, SSUSA, Monarch Beverage, Rooftop Cinema and Barry's Bootcamp have committed to independently activating their programming without funding from ECLP. The Manager will allocate cash on hand to ensure that the food truck court, retail and food stalls are activated with the self-funded sub-permittees, and to activate community programming not operated by a sub-permittee, including the Kids Play Area, and for Site improvements like seating, lighting, design elements and fencing. Depending on timing of required permitting, operators of food stalls may begin with pre-packaged food prepared at their brick-and-mortar location and transition to food preparation on-site and/or at an established commercial kitchen/commissary.
2. **Secondary Activation.** The Manager anticipates that funds generated by Initial Activation, together with sponsorship opportunities and private events, will generate capital necessary to create the Dog Run, enhancements to the Kids Play area and Art Installations, and select Design and Site improvements (wayfinding and a commissary, should one be pursued). The Manager anticipates that the Secondary Activation will be dependent on funding from Initial Activation activities and Manager's additional fundraising, but are targeted to begin installation within 3 to 6 months of Initial Activation, and OCII may require that Manager seek additional funds to create the Secondary Activation if sufficient funds are not generated within the specified timeframe for Secondary Activation.

The table below provides details on schedule of uses, permitting, improvements and date of first use.

PROGRAM SCHEDULE AND RELATED IMPROVEMENTS				
ACTIVATIONS	LAUNCH TIMING	OPERATING DAYS	OPERATING HOURS	IMPROVEMENTS
GENERAL SITE	+ 2 weeks	Daily	7am-10pm weekdays 7am-Midnight weekends	Fencing (asthetic, not continuous), seating, digital wayfinding displays (3) (replace existing systems), signage, design lighting, modular restrooms if necessary
EAST CUT CBD OFFICE	+ 1 week	Daily	8am - 6pm	Interior paint, desks, storage systems, lighting
BEERGARDEN	+ 2 weeks	Daily	Daily 11am - 10pm with extended hours for special events	Modular bar (converted cargo container), hook-up to electrical, water, waste, seating, relocation of bike racks, design lighting, planters, fencing
FOOD TRUCKS	+ 2 weeks	3 - 4 days a week	Lunch: 11am-2pm Dinner: 5pm-8pm	Awning, seating, lighting (design)
STREET SOCCER	+ 2 weeks	Daily	7am-10pm	Turf, modular boards, goals, lighting
BARRY'S BOOTCAMP	+ 4 weeks	Daily	7am-8pm	Tent, fencing, fitness equipment, check-in kiosk, janitorial storage
RETAIL STALLS	+ 4 - 6 weeks	Daily	12pm - 7pm	Modular kiosks / stalls (10)
OUTDOOR CINEMA	+ 4 - 6 weeks	5 - 7 days a week	5pm-10pm weekdays 5pm-Midnight weekends	Screen (approx 15'x25'), projection booth, ticket booth, deck chairs, concession kiosk, turf, accent lighting, storage container, possibly restrooms
SMALL DOG RUN	+ 4 - 6 weeks	Daily	Site Hours	Turf, picnic tables, fencing, potentially water dispensing system
KIDS PLAY AREA	+ 4 - 6 weeks	Daily	Site Hours	Unitary ground cover (ex: synthetic tiles), modular play structure, picnic tables, fencing
FARMER'S MARKET	+ 6 weeks	Weekly	TBD	None required
PRIVATE EVENTS	+ 6 weeks	TBD	Per client, event	Temporary tenting, additional seating & design elements
PICKLEBALL	+ 8 - 12 weeks	Daily	7am-9pm	Textured paint or synthetic court, nets, fencing, benches
YOUTH / COMMUNITY SERVICES	+ 8 - 12 weeks	Daily	As needed	Interior paint, seating and classroom-style materials. Exterior seating
SENIOR OUTREACH	+ 8 - 12 weeks	Weekly	TBD	None required
SEASONAL EVENTS	+12 weeks	TBD	TBD	Temporary tenting, additional seating & design elements
TEMPORARY ART / INTERACTIVE INSTALLATIONS	+12 - 16 weeks	Daily	N/A	Ground mounting via bolted base or direct mount
FLEX SPACE	As needed	As needed	TBD	Seating, stalls, design elements (lighting, planters) as needed

Activation with shaded yellow box requires anticipated funds to launch, open or install. Kids play area can open in Phase I without additional funding but with play elements added in second phase

VII. LOCAL SMALL BUSINESS OUTREACH.

The Manager is and will continue to conduct outreach to local small businesses prioritizing in the East Cut CBD boundary in accordance with OCII's SBE Policies through the following ways:

1. **Direct Outreach:** Manager has emailed and called merchants within the district and walked the neighborhood engaging owners and employees in open storefronts to communicate the opportunity at the Site. As more businesses reopen, Manager's staff will re-walk the District to broaden awareness. Manager will also coordinate with OCII staff member Raymond Lee to identify potential SBE's.
2. **Distributed Collateral & Digital Outreach:** Manager has produced a summary document that highlights the location, layout, opportunity and terms to send to interested parties via The East Cut CBD's 2,000-person email list. Manager is hosting webinars to review the opportunity and answer questions from interested merchants and upon approval, will develop an East Cut Landing website that will highlight opportunities for SBE's and provide an intake form for interested parties.

3. **Site Visit / Tour:** Manager conducted a Site visit and tour on 4/14 for committed and interested parties to review the Site and discuss required infrastructure and preferred operating model.
4. **Additional Outreach:** To the extent any stalls remain available after executing the PTE, Manager will conduct outreach to websites / blogs focused on food and community events (SFGate, Eater SF, 7&7, Thrillist, Hoodline, Curbed) The purpose will be to generate exposure about the launch of East Cut Landing and specifically to highlight the opportunity for SBE's. For example, we'll request the publication or site publishing any subsequent article include contact information so interested SBE's can directly reach us.

VIII. MAINTENANCE / ACCESS / SECURITY

1. **Maintenance.** The Manager will be responsible for maintaining the Site in a clean and safe condition for anticipated and foreseeable uses. The Manager intends to contract with Block by Block, the CBD's existing maintenance provider, for the day-to-day maintenance of the Site. In addition, the Manager may, as part of its subcontracts, allow individual subcontractors to perform this safety obligation for the subcontractor's activation area, in which case the Site-Ops Manager (See Section X.1, Staffing) will be responsible for ensuring coordination between Block by Block staff and subcontractor staff to maintain seamless security for the Site. Manager will also be responsible for identifying and performing irregular repairs/maintenance necessary to retain the Site in a safe condition for the proposed uses. The Site-Ops Manager will perform weekly inspections of the Site, as well as weekly check-ins with subcontractors, to identify any potentially unsafe conditions that require attention, and will coordinate necessary repairs.
2. **Public Access.**
 - a. Hours of Operation. The Site will open and accessible to members of the public seven (7) days per week generally from 7:00am to 10:00pm during the week and 11pm on weekends, with the exception of Rooftop Cinema, which may be open to 12am. Barry's Bootcamp may have a starting time of 6am during the week and 7am on weekends, utilizing individual headphones for participants ("**Operating Hours**"). Operating Hours are subject to adjustment per the PTE. Manager may request authority to expand Operating Hours on a case- by-case basis, which OCII may grant in its sole discretion. The Manager will be responsible for preventing unauthorized access to the Site outside Operating Hours. The Manager will post signs at all Site entrances clearly indicating Operating Hours.
 - b. Neighborhood Involvement and Program Partnerships. Once the temporary activation operation is stabilized, the Manager or its designee will engage with schools, neighborhood organizations, service providers, or other non-profit organizations to offer increased access to the Site, enrich programming opportunities, and increase resources for maintenance.

- c. No Discrimination. Manager acknowledges that it may not discriminate against, or segregate, any person, or group of persons, on account of race, color, religion, creed, national origin, gender, ancestry, sex, sexual orientation, age, disability, medical condition, marital status, acquired immune deficiency syndrome, acquired or perceived, or any other protected class under applicable law in the use, occupancy, maintenance, operations, tenure or enjoyment of the temporary activation.
- d. Prohibited Activities. For the enjoyment of all visitors, the following activities will not be allowed: smoking, defacing private property, feeding birds, camping or sleeping, littering, skating or skateboarding, bicycling outside of designated areas, removal of flowers or plants, pets off leash.
- e. Removal of Obstructions. Manager shall have the right to remove and dispose of, in any lawful manner it deems appropriate, any object or thing left in or deposited on the temporary activation and deemed by Manager to be an obstruction, interference or restriction of use of the temporary activation, including, but not limited to, personal belongings or equipment abandoned in the temporary activation.
- f. Temporary Closure. Manager shall have the right, upon prior written consent of OCII, to temporarily close any or all of the temporary activation to the public at any time and from time to time for one or more of the following reasons. In each instance, such temporary closure shall continue only for as long as reasonably necessary to address the condition warranting temporary closure.
 - i. Disturbance. In the event of an emergency or danger to the public health or safety created from whatever cause (including flood, storm, fire, earthquake, explosion, accident, pandemic, criminal activity, riot, civil disturbances, occupation, civil unrest or unlawful assembly), Manager may temporarily close the temporary activation without notice and in any manner deemed necessary or desirable to promote public safety, security and the protection of persons and property, and may remove any members of the public therefrom; or,
 - ii. Maintenance and Repairs. Manager may temporarily close temporary activation (or affected portions thereof), with 24 to 48 hours posted notice, in order to make any repairs or perform any maintenance as Manager, in its reasonable discretion, reasonably deems necessary or desirable to repair, maintain or operate temporary activation. Repairs shall be made in a timely manner. Closures shall be limited to the minimum duration and extent needed to perform necessary maintenance and repairs.

3. Security

- a. Security During Active Periods. The Manager is responsible for ensuring a safe environment for members of the public visiting the Site during Operating Hours. The Manager intends to contract with Block by Block, the CBD's current security contractor for the neighborhood, to provide security on the Site. In addition, the Manager may, as part of its subcontract, allow individual subcontractors to perform this safety obligation

for the subcontractor's activation area, in which case the Site-Ops Manager will be responsible for ensuring coordination between Block by Block staff and subcontractor staff to maintain seamless security for the Site.

- b. Security During Periods of Non-Access. The Manager is responsible for preventing unauthorized access and ensuring the security of the Site outside of Operating Hours, which Manager also intends to be performed by Block by Block. In doing so, the Manager (or its subcontractor) shall have the right to control entrances to, to install and operate security devices, and to maintain security personnel in and around the temporary activation to prevent the entry of persons or vehicles outside Operating Hours or during the time periods when public access to the temporary activation or any portion thereof is restricted or not permitted pursuant to the foregoing Section VIII.2.f. The Manager intends to remove and replace existing fencing as demonstrated in the separately provided Design Review documents for the purposes of security, safety, circulation and placemaking.
- c. Removal of Persons. Manager shall have the right (but not the obligation) to use lawful means to effect the arrest or removal of any individuals who create a public nuisance, who otherwise engage in Prohibited Activities, or who commit any crime including, without limitation, infractions or misdemeanors in or around the temporary activation.

IX. PERMITTING

In addition to the temporary use authorization and PTE to be approved by OCII, Manager is aware that it will be responsible for obtaining and/or ensuring that subcontractors have or obtain different types of required permitting depending on the proposed Site uses. In response to COVID-19, the operating regulations and permitting process for food and beverage operators have undergone change. Most notably, multiple proposals to provide relief to hospitality providers have been proposed or passed including Proposition H, SB 314 (S. Weiner) and Mayor Breed's recent resolutions. All aim to expedite and streamline the permitting process and provide more operating flexibility. This has created both opportunity and confusion, even amongst issuing agencies. To respond and prepare, the Manager has and is taking the following steps to ensure a timely and compliant process to obtaining necessary permits:

- 1. Retained Expertise
 - a. Manager is in process of negotiating a consulting contract with a senior permitting person from Off the Grid who has extensive experience with mobile food & beverage permitting and relationships with DPH, SFPW and Planning.
 - b. Monarch Beverage Catering has retained ABC License Company to expedite the liquor license process.
- 2. Agency Outreach

Manager has had multiple conversations with senior DPH officials about required on-site food and beverage permitting. Conversations included phone calls with John Castelli, who oversees Mobile Food Facility (“MFF”) permitting, and Mary Joanne Freitas, Senior Environmental Health Inspector. Castelli also visited the site for a preliminary evaluation that included Monarch Beverage Catering’s owner. Manager also spoke with SFPW to assess any potential need for permitting. Based on proposed programming, it is anticipated that there will be no involvement from SFPW.

3. Use Permits Required

1. Food Truck Park / Food Trucks: MFF, Temporary Use Authorization (“TUA”) (issued by OCII), DBI
Food and beverage sub-permittees, Local Kitchen, Kitchen & Spice, Lightbox Café, Southside Spirit House and Epic Roasthouse have existing restaurant permits on file with DPH.
2. Food / Retail Stalls: MFF, TUA (OCII), DBI (if adding on-Site commissary) TBD. Manager will work with selected operators/subcontractors
3. SSUSA: Low profile, low wattage solar lights utilized by SSUSA don't require building permits and will be affixed to the upper netting poles on the field corners.
4. Beer garden: Alcohol Beverage Control (“ABC”), MFF, TUA (OCII), DBI
Monarch Beverage Catering has multiple indoor venues, including both nightclubs and restaurants, on file with DPH as well as liquor licenses through ABC. Monarch also has multiple catering permits.
5. Barry’s Bootcamp
Has current permits for multiple indoor and outdoor locations within San Francisco on file with Planning and DPH. Will require new permits to operate on Site.
6. Farmer’s Market: Certified Farmers Market (CFM), Retail Food Vendor, SFMTA (if securing vendor street parking) TBD. Manager will work with selected operator/subcontractor
7. Rooftop Cinema: TUA (OCII), DBI, DPH
Rooftop Cinema has not previously operated in San Francisco and would be obtaining initial permits. Operator has obtained municipal permitting for similar operations in New York, Los Angeles, San Diego, Houston, Dallas, San Antonio and Tampa
8. Other improvements: pickleball, SSUSA, family play area, dog run, and the cinema screen are not expected to require permits other than temporary use authority from OCII.

4. Existing Building Work and Permitting

- a. 250 Main St Building Commissary/Commercial Kitchen. Depending on demand from subcontractors, the Manager may construct a commissary. Permitting from DPH and potentially DBI will be required for kitchen improvements in 250 Main building, including installation of refrigeration, storage and prep areas and a three-sink basin.
 - b. 250 Main/200 Main Storage. Should a commissary not be constructed at 250 Main, it will likely be used for storage and back of house uses, as will 200 Main. Uses are not likely to require significant building work or permitting.
 - c. 200 Folsom (Greyhound Terminal). 200 Folsom would be used for office and storage space by The East Cut CBD and its contractor (Block by Block, who will also service the Site) and possibly community/classroom space. Anticipated interior improvements include paint, repairing of light fixtures and the addition of modular storage units and desks. No exterior work is planned on any of the existing buildings. This work is not likely to require permitting.
5. **Timing.** Manager has held discussions with a variety of DPH and other City officials to strategize on optimal permitting paths, identify obstacles and make relevant officials aware of pending applications should Manager receive PTE. Individuals include Robin Abad, Ben Von Houten, Mary Jo Freitas, John Castelli and Nicholas Persky. To ensure permitting is not delayed and to meet the objectives of assisting local merchants, only food and beverage operators with existing DPH permits will be included initially.
- a. Food Truck Park. Manager will apply for a Food Truck Park permit, a newly designated DPH permit, that according to Inspector Castelli will take approximately one month to secure.
 - b. Food and Retail Stalls. Manager and DPH will explore which permitting options and programs are best suited to the Site. Food stalls initiating service with packaged food will take approximately one month to obtain permits and six-to-eight weeks to secure permitting allowing on-site food preparation. Retail kiosks covered under OCII TUA.
 - c. Beer Garden. Approximately one week to initially open under TUA and ability to operate for six-to-twelve months under this structure. Monarch will immediately pursue a new liquor license which may take eight-to-twelve weeks.
 - d. Farmers Market. Application submitted by mid-June for July opening.

X. STAFFING

Organizational Structure. The Manager will dedicate one full-time operations manager ("Site-Ops Manager") who will be responsible for overseeing the Site, its operations, maintenance and security. The Site-Ops Manager will oversee the work of hired staff and of staff contributed to the operations of the Site by Manager sub-permittees and subcontractors, including contract maintenance and security staff of East Cut CBD (i.e., Block by Block). In addition, the Site-Ops Manager will coordinate with Manager's

subcontractors whom provide personnel to perform specific functions within subcontractors' locations on Site. Manager anticipates hiring a part-time site Operations Assistant to support the Site-Ops manager by the end of summer 2021 or earlier if necessitated by attendance and programming.

The following lists anticipation of location and programming-specific operator responsibilities:

1. **Overall Site Maintenance.** Experience has proven that maintaining a clean Site, quickly making repairs and having an active presence promotes the safety and security of the Site and enhances the visitor experience.
 - a. The East Cut CBD will make its existing vendor, Block by Block, available to the Site-Ops Manager to provide on-site maintenance, janitorial, and security personnel for the overall Site, ensuring that the premises are well maintained and secure and that the Permittee complies with the maintenance obligations of the Permit.
 - b. The Site-Ops Manager will be responsible for supervising Block by Block's staffing assignments to ensure that staff provided are trained for their respective roles (operations, maintenance, security).
 - c. Dedicated Block by Block services staff will provide cleaning services for each activation zone at the conclusion of each activation, daily. The services are intended to keep up general maintenance, but the team will also be on call for any issues that arise at any time during an activation.
 - i. Cleaning staff will regularly empty the trash and recycling receptacles provided for the activations.
 - ii. Cleaning staff will pick up loose debris, sweep paved areas, pressure wash stained pavement, remove weeds in pavement cracks, and will address graffiti, as necessary.
 - iii. Gardening staff will make sure existing plants are on a watering schedule, utilizing the existing irrigation system; will provide weeding in existing planting areas; and will tend to temporary planting areas and/or planter boxes installed as part of the activation.
 - d. For issues that arise that are outside of Block by Block staff expertise, subcontractors will be hired. Examples include electrical, mechanical, and plumbing repairs, or landscape maintenance above and beyond general gardening requiring an arborist (tree health).
2. **Security.** The CBD will make Block by Block security staff available to the Site-Ops manager to provide security for the Site both during active uses and during off hours. Block by Block Overnight Security staff will be stationed at 200 Folsom Street, providing a continual presence, and making them available on-Site 24/7 to monitor activity and deter illegal activity.
3. **Site Administration.** ECLP staff including the Site-Ops Manager, assistant manager, support staff, and management, will be on-site to coordinate activities such as deliveries, service and overall management.

4. **Staffing.** The following summarizes staffing estimates for proposed activation uses, and is consolidated in the table at page 19:

Site:

ECLP – One (1) Operations Manager, One (1) Operations Assistant

East Cut CBD – 24 (21 services across two shift groups between 5:30am to 10:00pm, two (2) overnight security between 9:30pm and 6:00am) One (1) part-time Block by Block Cleaning Ambassador, (1) part-time Block by Block Gardener, (1) full-time Block by Block Overnight Security. The East Cut CBD's neighborhood contracted services team will operate out of the former terminal building. Having district services centered and deployed from East Cut Landing will provide significant additional cleaning and security benefits by being an additional presence on-site.

Soccer Fields

The Manager will be responsible for ensuring that SSUSA staff maintain the fields during hours of operation. SSUSA is expected to have at least one full-time staff during programming and up to four (4) coaches and two (2) referees for play. Outside of operating hours, Sitewide security staff will monitor the fields.

Beer Garden

The Manager will be responsible for ensuring that Monarch Beverage Catering staff run and manage the day-to-day operations of the beer garden, including staffing, security, and compliance with state or City regulations as it pertains to alcohol and COVID. Monarch is expected to have an on-site manager and three (3) to six (6) staff depending on time of day and anticipated crowd size. One staff will be dedicated to COVID sanitation at all times. Monarch has extensive experience managing venues and large outdoor events and will collaborate with Manager in assessing and providing security, safety and service needs on an on-going basis and adjust staffing as necessary. Outside of operating hours, Sitewide security staff will monitor the beer garden.

Food Truck Court

The Manager will ensure that each food truck owner is responsible for operating and maintaining its facility, including holding necessary permits and adhering to City and State regulations for food handling and COVID. The Site-Ops Manager (or its staff) will be responsible for ensuring food truck vehicles safely enter and exit the Site and park where designated. ECLP/CBD Site maintenance staff will be responsible for area security and maintenance during and after hours of food truck operations.

Food and Retail Stalls

The Manager will ensure that each stall operator is responsible for operating and maintaining its facility, including holding necessary permits and adhering to City and State regulations for food handling and COVID. The Site-Ops Manager (or its staff) will be responsible for ensuring deliveries to the stalls safely enter and exit the Site and park where and when designated. ECLP/CBD Site maintenance staff will be responsible for area security and maintenance during and after hours of food truck operations.

Rooftop Cinema

The Manager will be responsible for ensuring that Rooftop Cinema staff manage the day-to-day operations of their space during cinema operations, including maintenance, security and COVID protocols. This is expected to require Eight (8) to ten (10) staff, depending on day and time, with a goal of hiring 20 employees in total from the community. ECLP/CBD Site maintenance staff will be responsible for area security and maintenance during off hours.

Youth/Community Services

The Manager will be responsible for ensuring that Youth/Community Program subcontractor provides instructors / staff to deliver instruction, guide interaction and play, and maintain safety and enjoyment of the participants. Manager anticipates one (1) – three (3) staff present provided by the subcontractor, depending on programming. ECLP/CBD Site maintenance staff will be responsible for area security and maintenance.

Senior Outreach

Program subcontractor will provide instructors / staff to deliver instruction, guide interaction and play, and maintain safety and enjoyment of the participants. Staffing is anticipated to be one (1) – three (3) staff provided the outreach subcontractor/coordinator, by depending on programming.

Community Space (playground, food/retail flex spaces, dog run, fitness area)

ECLP staff, via Block by Block, will monitor activities within these areas to ensure proper maintenance, set-up / tear-down, safety and security protocols are being followed and to

inspect the areas for any necessary repairs. Appropriate staffing will be provided for any special activations that may increase capacity over normal levels.

	STAFFING	HOURS
EAST CUT CBD		
Services Team	21	7am - 6pm
Security	2	10pm - 6:00am
Administrative	2	8:30am - 5:30pm
ECLP		
Site Management	1	8am - 6pm
Operator Relations, Permitting (part-time)	1	Varies
SSUSA		
Administrative	1	10am - 5pm
Coaches	2 - 4	2pm - 5pm
Referees	1 - 2	5pm - 9pm
BEER GARDEN		
Manager	1	3pm - 10pm*
Staffing	2 - 3	11am - 10pm*
Security	1 - 2	5pm - 10pm*
<i>* 11pm on Friday and Saturday</i>		
ROOFTOP CINEMA		
Operations	6 - 7	4pm - midnight
Ticketing	1	4pm - midnight
Concessions	1 - 2	4pm - midnight
FOOD / RETAIL KIOSKS		
Food	1 - 3	11am - 2pm / 5pm - 9pm
Retail	1 - 2	11am - 7pm
FOOD TRUCK COURT		
Food Truck Staff (per truck)	2 - 3	11am - 2pm / 5pm - 8pm
Park Staff	1	11am - 2pm / 5pm - 8pm
FITNESS & RECREATION		
Barry's	3 - 4	6am - 8pm
YOUTH / COMMUNITY SERVICES		
Youth Services	1 - 3	2pm - 6pm
SENIOR OUTREACH		
3rd Party Provider	1 - 3	TBD
EVENTS		
Seasonal	TBD	TBD
Private	TBD	TBD
FARMERS MARKET		
Vendor Staffing (per tent)	1 - 2	TBD

The following areas / activations would have zero (0) staff:

Fitness Area

Kids Play Area

Dog Run

Community Space

Vendor Staffing (per tent) 2 - 2

XI. FINANCING

1. Updated Start-up Costs

\$370,000 in cash and \$127,000 in equipment in the form of soccer fields is available for deployment. Additionally, per forthcoming agreement with Manager, subcontractor Monarch Beverage Catering will deploy existing assets (in the form of bar infrastructure) for the beer garden.

Manager has initiated outreach to potential sponsors and partners per Section VII above and will identify a fundraising agency prior to OCII approval. Kristi Yim's Resonate Agency, which has secured sponsorships from clients like Apple, Kaiser Permanente, Safeway and Xfinity, is a leading candidate. Manager has engaged design and architecture firm Populous to provide design services. Based on its experience developing activations for leading global brands like the IOC, NFL and Adidas, Populous has expressed confidence in their ability to not only help create community-based activations, but secure sponsorships for the Site. They will also provide overall Site design services at a significantly reduced rate.

These combined factors will allow us to meaningfully activate the Site as proposed.

START-UP COSTS & REVENUE SOURCES

START-UP COSTS	AMOUNT
SCENARIO 1: Capital Improvements (full & immediate)	\$586,700
Start-up Operating Costs	\$49,753
Total	\$636,453
SCENARIO 2: Capital Improvements (dog run, marquee signage and half of playground equipment delayed*)	\$432,700
Start-up Operating Costs	\$49,753
Total	\$482,453

CAPITAL SOURCES	AMOUNT
Committed	
Nestory Park (immediate)	\$150,000
Nestory Park (if other sources not secured)	\$150,000
SSUSA (equipment on hand plus cash)	\$127,000
East Cut	\$45,000
KGK Consulting	\$25,000
Total Committed Funds	\$497,000
Anticipated	
Site-Specific Sponsorships	\$150,000
Corporate Donations	\$200,000
Total Anticipated Funds	\$350,000
Total Funds for Improvements	\$697,000

SCENARIO 1: Overage / Short-fall - Committed & Anticipated Funds **\$60,547**

SCENARIO 1: Overage / Short-fall - Committed Funds Only **-\$139,453**

SCENARIO 2: Overage / Short-fall - Committed Funds Only* **\$14,547**

Available Funds From Individual Investor** **\$100,000**

*Delayed elements installed as funds become available through sponsorships, donations or cash flow

**Funding level desired by individual investor who was previously a Director at Off the Grid. Individual would contribute to site management. ECLP has not committed to taking but would consider if necessary to fund operations

2. Annual Operating Budget

	2021						2022					
REVENUE	June	July	August	September	October	November	December	January	February	March	April	May
CAM Charges		\$9,250	\$9,250	\$9,250	\$9,250	\$9,250	\$9,250	\$9,250	\$9,250	\$9,250	\$9,250	\$9,250
Beergarden	\$11,358	\$14,198	\$18,457	\$21,297	\$25,556	\$25,556	\$25,556	\$25,556	\$25,556	\$25,556	\$25,556	\$25,556
Food Trucks	\$1,381	\$1,381	\$1,381	\$1,381	\$1,381	\$1,381	\$1,381	\$1,381	\$1,381	\$1,381	\$1,381	\$1,381
Rooftop Rent		\$13,860	\$13,860	\$13,860	\$13,860	\$13,860	\$13,860	\$13,860	\$13,860	\$13,860	\$13,860	\$13,860
Food / Retail Stalls	\$7,053	\$7,053	\$9,169	\$10,580	\$12,696	\$14,106	\$14,106	\$14,106	\$14,106	\$14,106	\$14,106	\$14,106
SSUSA Field Rental		\$9,981	\$9,981	\$11,977	\$14,971	\$14,971	\$14,971	\$14,971	\$14,971	\$14,971	\$14,971	\$14,971
Fitness Rental	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000
Events			\$16,813	\$16,813	\$16,813	\$16,813	\$16,813	\$16,813	\$16,813	\$16,813	\$16,813	\$16,813
Seasonal Hosted Events						\$10,000		\$20,000				
Flex Space Stalls				\$3,120	\$3,120	\$3,120	\$3,120	\$3,120	\$3,120	\$3,120	\$3,120	\$3,120
TOTAL REVENUE	\$32,792	\$59,473	\$82,661	\$92,027	\$101,396	\$112,807	\$102,807	\$122,807	\$102,807	\$102,807	\$102,807	\$102,807
OPERATING EXPENSES	June	July	August	September	October	November	December	January	February	March	April	May
Property Management Costs	\$7,167	\$7,167	\$7,167	\$7,167	\$7,167	\$7,167	\$7,167	\$7,167	\$7,167	\$7,167	\$7,167	\$7,167
Acct / Legal	\$7,500	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250
Salary & Wages	\$6,875	\$13,750	\$19,250	\$19,250	\$19,250	\$19,250	\$19,250	\$19,250	\$19,250	\$19,250	\$19,250	\$19,250
Permits, licenses, fees	\$12,500	\$8,250	\$0	\$0	\$0	\$2,337	\$0	\$2,337	\$0	\$0	\$0	\$0
Web Development & Hosting	\$3,500	\$292	\$292	\$292	\$292	\$292	\$292	\$292	\$292	\$292	\$292	\$292
Security	\$7,083	\$7,083	\$7,083	\$7,083	\$7,083	\$7,083	\$7,083	\$7,083	\$7,083	\$7,083	\$7,083	\$7,083
Supplies	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$833
Maintenance	\$2,083	\$2,083	\$2,083	\$2,083	\$2,083	\$2,083	\$2,083	\$2,083	\$2,083	\$2,083	\$2,083	\$2,083
Utilities	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500
Repairs	\$292	\$292	\$292	\$292	\$292	\$292	\$292	\$292	\$292	\$292	\$292	\$292
Credit Card Processing Fees	\$128	\$128	\$128	\$128	\$128	\$128	\$128	\$128	\$128	\$128	\$128	\$128
Insurance	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208
Fire Alarm	\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$130
Total Operating Expenses	\$54,800	\$47,967	\$45,217	\$45,217	\$45,217	\$47,554	\$45,217	\$47,554	\$45,217	\$45,217	\$45,217	\$45,217
Profit / Loss	-\$22,008	\$11,506	\$37,444	\$46,810	\$56,179	\$65,253	\$57,590	\$75,253	\$57,590	\$57,590	\$57,590	\$57,590
Capital Improvement Service			\$9,361	\$11,702	\$14,045	\$16,313	\$14,398	\$18,813	\$14,398	\$14,398	\$14,398	\$14,398
Net Revenue	-\$22,008	\$11,506	\$28,083	\$35,107	\$42,135	\$48,940	\$43,193	\$56,440	\$43,193	\$43,193	\$43,193	\$43,193

XII. SOLICITING FEEDBACK

ECLP will provide contact name and phone number of the Site-Ops Manager to receive feedback on the activation of the Site from members of the public. In addition, the Site-Ops Manager will attend The East Cut CBD Economic Development Committee meetings and Transbay CAC meetings, composed of neighborhood residents, non-profit operators, and business owners, to receive feedback from the community on activations and solicit feedback. Site-Ops Manager will also communicate with OCII on a bi-weekly basis to provide status updates on existing and forthcoming activations, outreach to local SBEs for involvement in the Site, and programs for facilitating community involvement.

XIII. COVID-19 PLANS

COVID Procedures for General Site Programs

Note: Appendix contains additional information pertaining to Site and sub-permittee plans

1. Overall Site

General Site Covid safety and social distancing plans will follow current SFDPH policies and guidance and prior to opening we will submit overall and programming-specific plans to the DPH for review and feedback. Manager is aware that health mandates and guidance are updated on a frequent basis and will designate a representative to monitor DPH policies to ensure compliance.

2. Furniture

- a. ECLP will designate seating areas in which movable furniture can exist safely for public use.
- b. ECLP staff will periodically move straying furniture back to the designated areas.
- c. Seating areas will be designated using signage.
- d. ECLP staff will place tabletop signage if tables need to be closed for any reason.

3. PPE

- a. Appropriate PPE will be worn by all staff, in adherence with government regulations and guidance.
- b. Rubber gloves, to be changed out multiple times per day.
- c. One mask per day/per employee - ECLP will provide disposable masks, or staff are allowed to wear their own if desired.
- d. Hand-sanitizer dispensers in basement storage area and amenity cart for staff use.

4. Public Management + Enforcement

- a. Communicating standards: ECLP will communicate standards of behavior clearly on Site signage, both at Site entrances and within the Site. This will give security and other East Cut Landing personnel tools for enforcement as necessary.
- b. Enforcing behavior: ECLP will rely on individual operator's staff for enforcement efforts throughout the Site to ensure visitor safety while respecting personal choices. ECLP can work with operators to develop this, if desired.

- c. ECLP executive and in-Site staff: when wearing proper identification (East Cut Landing Staff badge), these staff members will explain changes to Site operations and programs due to COVID-19. This may also involve asking the public to refrain from crowding areas and respect queuing layouts.

5. Public Messaging

- a. Messaging and Staff Training
 - i. In-Site staff will be trained to speak to the public about the pandemic response and uphold new rules.
 - ii. ECLP executive staff will anticipate public responses and concerns to pandemic response and will prepare replies to ensure quick communication with interested visitors.
- b. Signage System
 - i. At all Site entrances, signs will request that visitors adhere to Site guidelines regarding COVID-19 safety practices.
 - ii. Updates the public about safety measures ECLP is taking to protect Site users.
 - iii. Educates the public about safety measures they can take to protect themselves, both prior to visiting the Site, and during their visit.
 - iv. Signage will address concerns from the public including those regarding Site initiatives and behavior of other Site visitors.
- c. Social Media
 - i. Should educate visitors about our new safety measures.
 - ii. Should prepare them for their visit so they can pre-register or bring necessary PPE.
 - iii. Should field questions and respond to complaints.

6. Activation Programs

- a. In order to maintain the safety of ECLP's programs during the COVID-19 pandemic, ECLP is developing extensive precautionary measures. Preliminary plans are outlined below.
 - i. No program will be permitted that does not allow for adequate distancing or for other health and safety measures described throughout this document. ECLP's precautions are subject to change should additional best practices or additional guidance become available from government or public health officials.
 - ii. Assessment of Program Risk and Capacity
 - 1. Layout and Capacity Assessment
 - a. ECLP will create a detailed layout and capacity assessment for each program based on the program's location and participation requirements.
 - b. Each program layout and capacity assessment must require a minimum of 6 feet between participants required at all times.

- c. Programs that grow in attendance will be moved to larger areas as needed, staying within max capacity of events.
- iii. Maintaining Distance
 - 1. All ECLP visitors will be encouraged to practice physical distancing. Additional protocols will be put in place to ensure program participants have adequate distance (minimum of 6 feet) from other participants and Site visitors at all points of the program process.
 - 2. ECLP will make program-specific layouts to ensure adequate distancing at all times including seating, queuing, entry, and exit.
 - 3. ECLP will ensure adequately spaced, demarcated aisles for safe entry and exit at all times.
 - 4. ECLP will indicate 6-foot distancing using signs and ground markers where possible.
- iv. Exceptions for Participation with Other Household Members
 - 1. Program participants are allowed to participate with other members of their household and may be within 6 feet of those household members throughout their visit to the Site.
 - 2. Household pairs or groups – while allowed to be within 6 feet of each other -- are still required to follow all other ECLP program policies.
 - 3. Registration for programs may include options to register as a pair or group with other household members. Household pair or group participation areas may be within 6 feet apart.
- v. Health Safety Policies for Program Participants
 - 1. Encourage Participants to Stay Home if Sick
 - a. ECLP will require potential program participants to stay home if they are feeling sick or exhibiting potential COVID-19 symptoms.
 - 2. Masks
 - a. Program participants will be required to wear a mask for medium and small programs.
 - b. All large program participants must wear a mask and must have the mask on in order to enter the entrance queue and the program area.
 - c. Program participants must wear a mask when moving to and from their seat or other designated participation area.
 - d. Program participants will be allowed to temporarily remove their mask in order to eat or drink, so long as they are in a designated participation area.
 - e. Participants will be discouraged from removing masks even while socially distant.
 - 3. Hand Sanitizer and Sanitizing Wipes
 - a. At programs, ECLP will provide at least one of the following options for program participants and encourage their use:

- i. Hand sanitizer at program entrance areas
- ii. Sanitizing wipes (at least 60% alcohol) for participants to clean chairs or other Site equipment as desired

vi. Limiting Shared Program Supplies

- 1. ECLP will review program equipment and materials in order to limit shared equipment wherever possible.
- 2. If shared equipment is required for the program, additional cleaning procedures will be considered and implemented in order to ensure participant safety.

7. Estimated Occupancy

Note: Covid occupancy impacted by attendance restrictions as well as public appetite for public gatherings

	Morning		Afternoon		Evening	
	Covid	Non-Covid	Covid	Non-Covid	Covid	Non-Covid
Staffing	6	8	10-14	18-25	10-14	18-25
General Public	20-50	20-75	100-500	200-1500	50-300	200-1500

APPENDIX

EXHIBIT 1 - Additional LOI's

EXHIBIT 2 - Street Soccer Lighting

EXHIBIT 3 - Security & Alcohol Safety

EXHIBIT 4 - List of Sub-permittees

EXHIBIT 5 - Sub-permittee Covid Plans

EXHIBIT 1: ADDITIONAL LOI'S



Southside Spirit House
575 Howard Street
San Francisco, Ca. 94105
www.SouthsideSF.com

April 6th 2021

Dear Selection Committee,

I have been in discussions with the East Cut Landing Partners and seek to be an operator at the Temporary Transbay Terminal site. I have seen the Interim Activation Opportunity (Food & Retail Kiosks) document and I am in general agreement with the operating structure and terms. I do believe this opportunity would be a benefit to our business and to the local community.

I think the extension of my business would be a great addition to the activation project since we have been a part of this community since 1995 for John Colins and since 2009 for Southside Spirit House.

Please feel free to contact me if you have any questions at (415) 806-0075 or Leilani@southsidesf.com

Sincerely,
Leilani Mason

A handwritten signature in black ink that reads 'Leilani Mason'. The script is fluid and cursive, with the first name 'Leilani' being more prominent than the last name 'Mason'.

Owner of Southside Spirit House



March 17, 2021

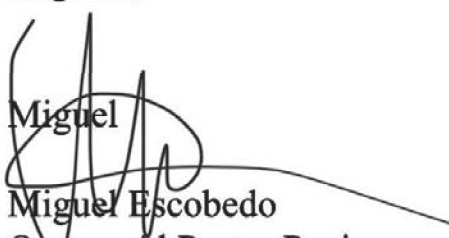
To OCII,

This letter is to confirm that we are in talks with East Cut Landing Partners to create an operator organized food truck program at the site.

As a result of Covid, many food truck operators realize they have been dependent on third-party organizers. As many locations closed, operators had to find new ways to survive. We think that by organizing as a group, we will have more control over our businesses. This would also result in lower fees and higher revenue.

We will identify other local operators that are interested to develop a program for the site and could have trucks available when the site opens in May.

Regards,


Miguel
Miguel Escobedo
Owner, Al Pastor Papi

March 18, 2021

VIA EMAIL

Re: Letter of Intent to program at East Cut Landing Activation

Dear Kipp,

CreativeCave is a Design Thinking studio for school age kids and founded by a **Pixar** alumni. It was born as a Design Thinking project at the **Stanford Graduate school of Business** to empower young students to become creators and inventors and provide them with a hands-on, interactive experience to develop their unique creativity power.

We are excited with the prospect of bringing **CreativeCave** to the **East Cut community**. The rich, complex, and diverse community of East Cut currently does not have a similar offering. We currently have a studio located in Marin and we are in the process of opening a new one in the Bay View district of San Francisco.

The instructors we employ are current graduate degree students from the Academy Arts of San Francisco where I am a professor and all of them reside in San Francisco.

Our program brings a wide range of benefits to kids, families, and communities. Our successful after school program can boost academic performance, reduce risky behaviors, promote physical health, and provide a safe, structured environment for the children of working parents. We are also planning on offering Summer Camps starting in June to provide half and full day activities to school age kids.

Our program provides a fun, safe and supportive place where kids experiment and explore with different **digital** and **traditional mediums** around trending topics like video games, comics and movies.

Our plan for the East Cut activation is to provide a collaborative space, step by step instructions, tools, assistance, and many layers of support for each of the student projects and ideas. Our studio space requirement depends on the number of kids we serve at any given point, but currently we can accommodate 2-3 concurrent classes of 12 kids each in about 1,000 SF.

We are really excited about the opportunity to take part of your activation program and would like to discuss this further with you.

Sincerely,

Mimia Arbelaez
CEO and Founder
CreativeCave

www.creativecave.biz

558 Miller Ave, Mill Valley, CA 94941

(628) 252 9173

EXHIBIT 2: STREET SOCCER LIGHTING

East Cut Landing Partners understands there is sensitivity surrounding the addition of lighting to any project, especially when athletics and recreation are involved.

The below pictures are from Street Soccer's most recent park in Sacramento where solar, low voltage lights are more than effective in allowing night-time programming, and will produce significantly less glare than what was used during operations of the Temporary Terminal



EXHIBIT 3: SECURITY & ALCOHOL SAFETY

Security/ Alcohol Management Plan:

- I.D. checks will be performed by bar tenders at each point of service
- No open alcoholic beverages will be allowed to leave the park.
- No "outside" alcoholic beverages will be allowed into park.
- Segregated beer garden area to be patrolled by event security.
- Signs will be posted at each exit stating something to the effect "Alcohol May Not Leave the Area" or "No Alcohol Beyond This Point."
- Serving visibly intoxicated persons will not be tolerated.
- Allowing visibly intoxicated persons to continue drinking will not be tolerated.
- Staff will remove drinks from visibly intoxicated persons.
- Translucent plastic cups only, Cans no bigger than 16 oz for beer, and 7 oz. cups for wine and 10 oz cups for cocktails.
- A "Pregnancy and alcohol do not mix: Drinking alcoholic beverages, including wine, coolers and beer, during pregnancy can cause birth defects." Sign will be displayed on the premises of all licensed retail liquor premises as either a large sign at the point of entry, or a reduced sized sign at points of sale



EXHIBIT 4: LIST OF SUB-PERMITTEES

SUB-PERMITTEE	PROGRAMMING
East Cut CBD	Administration
Block by Block	Maintenance, janitorial, landscaping, security
SSUSA	At-risk youth programming through soccer
Monarch Beverage Catering	Beer Garden / Bar
Local Kitchen	Food services
Lightbox Cafe	Food services
Kitchen Spice	Food services
Southside Street Spirit House	Food services
Rooftop Cinema	Outdoor Cinema
Barry's Bootcamp	Interval Fitness Classes

EXHIBIT 5: SUB-PERMITTEE COVID PLANS

1. EAST CUT CBD

East Cut Landing common areas and the Greyhound building will have Covid Safety Plans administered by **Block by Block**, an East Cut Services Team contractor. Given the extensiveness of their guidelines and policies, some key aspects are provided below with a link to their full plans here: [East Cut Landing Site Covid Safety Plan](#). Cleaning Ambassador Staff from Block by Block dedicated to the ECLP Activation will observe activations and patrons for COVID protocol adherence, and will provide direction for non-compliance as necessary.

The following information outlines our current operational procedures however all locations must comply with local ordinances, regulations and health department guidelines. Please contact Human Resources if you have questions about your location guidelines.

OPERATING GUIDELINES

Please note we will produce updates to these operating guidelines each Monday during the Coronavirus Pandemic. We will provide more frequent updates as necessary.

[Block by Block COVID-19 Training Videos](#) | [Emergency Service Level Indicator](#) | [Keeping Our Distance](#) | [Ops Center/Office Cleaning and Sanitizing](#) | [Supply Availability](#) | [Guidelines for Maintaining Staffing and Preventing the Spread Among Ambassadors](#) | [Guidelines for Flexible Scheduling](#) | [Cleaning in the Field/Work Assignments](#) | [General Information](#) | [PPE & Supply Requirements](#) | [Other Resources](#)

CRITICAL OPERATIONAL MUST DO'S

Practice Social Distancing Throughout the Entire Operation

- Conduct shift briefings outdoors or in a more open air environment when possible
- Allow only one person to in a company vehicle at a time when feasible
- Avoid large crowds on the sidewalk (maintain 6 ft.)
- Teleconference in to group meetings
- Stagger shift starting times so employees are not in the workspace all at once (e.g. every 15-30 minutes or adding a 30 minute buffer between shifts)
- Have needed supplies ready before the start of each shift to eliminate the need for employees to gather while waiting to be deployed
- Maintain at least a 6 foot distance between yourself and people you are interacting with and avoid any handshakes, high fives, and other forms of physical contact.

Keep Your Workspace and Equipment Clean

- Follow the cleaning protocols listed in the following guidelines
- All offices and equipment must be cleaned thoroughly at the end of each shift

Be Flexible in your Deployment Schedules

- Employee Hardships – if a an employee has a childcare issue or other hardship related to the COVID-19 pandemic, please work to reasonably accommodate them on another shift even if an opening doesn't exist
- No Points will be assessed and available paid time off may be used for absences related to the pandemic

Follow the 14 Day self-quarantine protocols for sick and potentially exposed employees as outlined in the operational guidelines

- Send home any employee testing positive for COVID-19 for a 14-day period of time to ensure the infection does not further spread.
- Send home any employee who has had more than incidental contact with someone in or outside the workplace that has tested positive for COVID-19 so they can get tested and self-monitor. The quarantine period for employees in this category may be up to 14 days based on the individual circumstance.
- “More than incidental contact” is defined as riding in same vehicle, working on a project together, or sustained close contact with someone for a longer period than 15 min.

Maintain a Two Week Inventory of all Supplies & PPE

- Broad Spectrum disinfectant, hand sanitizer, latex gloves can be sourced directly from the Louisville Office.
- Masks – The CDC recommends wearing cloth face coverings in public settings where other social distancing measures are difficult to maintain especially in areas of significant community-based transmission.
 - Masks can be ordered from the Louisville office but could take up to 10 days for your order to be filled so plan accordingly.
 - Employees may opt to wear their own masks/cloth covering while waiting for company provided items to be delivered.

Routine Cleaning: Soiled and frequently touched surfaces can be breeding grounds for germs and pathogens resulting in continued transmission to people. Therefore, for pathogenic microorganisms that can transmit disease through indirect contact (transmission through contaminated surfaces), extra attention must be paid to surfaces that are touched most often by different individuals (Touch Points). As part of Block by Block’s standard infection control practices in in our work spaces, routine cleaning **must** be continued after each shift by following the Block by Block post shift checklists.

If a Confirmed Case of COVID-19 Occurs in Your Operation, you must ensure cleaning and disinfection of frequently touched areas throughout your work space.

- Step 1 Routine Cleaning: Always clean surfaces prior to use of disinfectants in order to reduce soil and remove germs. Dirt and other materials on surfaces can reduce the effectiveness of disinfectants. For combination products that can both clean and disinfect, always follow the instructions on the specific product label to ensure effective use.
- Step 2 Deep Cleaning/Disinfection: **Disinfecting is the responsibility of Block by Block.** Teams are reminded to ensure procedures for safe and effective use of all products are followed. Cleaning of soiled areas must be completed prior to disinfection to ensure the effectiveness of the disinfectant product. Label directions must be followed when using disinfectants to ensure the target viruses are effectively killed. This includes adequate contact times (i.e., the amount of time a disinfectant should remain on surfaces to be effective), which may vary between one and ten minutes after application. Disinfectants that come in a wipe form will also list effective contact times on their label.

Examples of frequently touched areas include:

- Desks and chairs
- Breakroom tables and chairs
- Door handles and push plates
- Handrails

- Kitchen and bathroom faucets and fixtures
- Light switches
- Handles on equipment
- Buttons on vending machines and elevators
- Shared telephones
- Computer keyboards and mice
- Lockers
- For disinfectants that come in concentrated forms, staff should carefully follow instructions for making the diluted concentration needed to effectively kill the target virus. This information can be found on the product label.
- Place all used gloves in a bag that can be tied closed before disposing of them with other waste.
- Wash hands with soap and water for at least 20 seconds immediately after removing gloves or use an alcohol-based hand sanitizer if soap and water are not available. Soap and water should be used if hands are visibly soiled.
- Professional Cleaning Option: If Professional cleaning and disinfection of the space is desired or required, consult with your RVP about securing a local company who specializes in elevated cleaning protocols.
- Sanitize break rooms/restrooms – **after every shift** – follow cleaning checklist
- Disinfect tools and supplies **at the end of each shift** using a bleach mixture
- Disinfect and wipe down vehicles and ATLV's **at the end of each shift** – follow cleaning checklist
- Latex gloves will be required when performing all cleaning tasks and any safety task that deals with close contact between another person, such as administering first aid.
- Provide a means for employee's to cleanse hands when a soap and hot water is not readily available such as alcohol based hand sanitizer or 3% Hydrogen Peroxide in a spray dispenser)

One of our employees has a suspected but unconfirmed case of COVID-19. What should we do?

Take the same precautions as noted above. Treat the situation as if the suspected case is a confirmed case for purposes of sending home potentially infected employees. Communicate with your affected workers to let them know that the employee has not tested positive for the virus but has been exhibiting symptoms that lead you to believe a positive diagnosis is possible.

One of our employees self-reported that they came into contact with someone who had a presumptive positive case of COVID-19. What should we do?

Take the same precautions as noted above. Treat the situation as if the suspected case is a confirmed case for purposes of sending home potentially infected employees. Communicate with your affected workers to let them know that the employee is asymptomatic for the virus but you are acting out of an abundance of caution.

One of our employees has been exposed to the virus but only found out after they had interacted with clients and customers. What should we do?

Take the same precautions as noted above with respect to coworkers, treating the situation as if the exposed employee has a confirmed case of COVID-19 and sending home potentially infected employees that he came into contact with. As for third parties, you should communicate with customers and vendors that came into close contact with the employee to let them know about.

1) Monarch Beverage Catering

COVID Safety Plan:

Train Personnel Ensure that all personnel are trained on the following protocols:

- **Health and Safety Plan, Social Distancing, and Screening Protocols.** Share information on COVID-19, how to prevent it from spreading, and which underlying health conditions may make individuals more susceptible to contracting the virus.
- **How to monitor social distancing and offer gentle reminders to patrons to maintain social distance, and wear Face Coverings.** Patrons should maintain a distance of six feet if they are not in the same household while waiting in line for pick up, waiting to be seated, or waiting in line for the restrooms. Personnel should remind patrons that dancing, and other congregations, for example, standing and mingling away from their tables, is not permitted.
- **Appropriate personal protective equipment, including the proper way to wear face coverings and use protective gloves.**
- **Cleaning and disinfection techniques, and the importance of disinfecting frequently touched surfaces following CDC Guidelines.**

Screen Personnel, Encourage Testing and Vaccination:

- **Conduct wellness checks for everyone (employees, vendors, and delivery staff) before they enter the building.**
- **Encourage COVID-19 testing.** Many people with COVID-19 do not know they are sick because they have no symptoms, yet they can still infect others.
- **If you are feeling ill with cold or flu-like symptoms, you MUST get tested for COVID-19 and have a negative result before being allowed to go back to work.**
- **Take all possible steps to prevent getting sick.** Wear a face covering, practice good hand hygiene, stay physically distant from others (at least six feet), and do not approach the dining table until patrons are masked.
- **Post signage informing employees how to report COVID-19 health order violations.**
- **Post signage providing employees with information about how they can get a COVID-19 vaccination.**

What and When to Disinfect:

- **Use disinfectants on frequently touched surfaces, but not for food contact surfaces.** For food contact surfaces, continue following state requirements for Cleaning and Sanitizing of Equipment and Utensils (California Health & Safety Code, Part 7 Chap. 5).
- **Disinfect highly touched surfaces once per hour.** Disinfection is most important on frequently touched surfaces such as tables, doorknobs, light switches, countertops, handles, desks, phones, keyboards, toilets, faucets, sinks, etc. Keep a bottle of disinfectant and cloth handy near intensely used areas such as payment areas.
- **Disinfect each customer seating location before opening each day and after every use, including tables, chairs, booster seats, highchairs, booths, and the sides of such surfaces.**

Covid Signage:

- **Clearly display covid safety guidelines signage provided by SF Department of Public Health.**

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Train Personnel Ensure that all personnel are trained on the following protocols:

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- **Take all possible steps to prevent getting sick.** Wear a face covering, practice good hand hygiene, stay physically distant from others (at least six feet), and do not approach the dining table until patrons are masked.
- **Post signage informing employees how to report COVID-19 health order violations.**
- **Post signage providing employees with information about how they can get a COVID-19 vaccination.**

What and When to Disinfect:

- **Use disinfectants on frequently touched surfaces, but not for food contact surfaces.** For food contact surfaces, continue following state requirements for Cleaning and Sanitizing of Equipment and Utensils (California Health & Safety Code, Part 7 Chap. 5).
- **Disinfect highly touched surfaces once per hour.** Disinfection is most important on frequently touched surfaces such as tables, doorknobs, light switches, countertops, handles, desks, phones, keyboards, toilets, faucets, sinks, etc. Keep a bottle of disinfectant and cloth handy near intensely used areas such as payment areas.
- **Disinfect each customer seating location before opening each day and after every use, including tables, chairs, booster seats, highchairs, booths, and the sides of such surfaces.**

Covid Signage:

- **Clearly display covid safety guidelines signage provided by SF Department of Public Health.**

2) Food & Retail Stalls

Food & Retail Stall Covid plans will be required of each merchant operating in the area. [SFDPH guidance](#) specific to these operations will be provided to each operator to ensure they're in compliance with the most recent guidance and policies.

Safer Ways to Use New Outdoor Shared Spaces for Allowed Activities During COVID-19

UPDATED December 30, 2020

The following guidance was developed by the San Francisco Department of Public Health (SFDPH) and is posted at <https://www.sfdph.org/>. This interim guidance may change as knowledge, community transmission, and availability of PPE and testing change.

AUDIENCE: Businesses, services, or activities that wish to construct new shelters to operate outdoors in accordance with Health Orders and Directives in effect during COVID-19.

For the purpose of this guidance, a shelter is new construction comprised of fences or overhead coverings to provide protection from sun, rain, other weather elements, and to provide privacy. This guidance applies to shelters in the public right-of-way, such as the sidewalk or parking lane. This does not apply to shelters placed on private property.

BACKGROUND: To prevent transmission of COVID-19, indoor activities must be limited, and businesses are encouraged to conduct activities outdoors to minimize the risk of COVID-19 transmission. For more information, please see <https://www.sfdph.org/indoorrisk>.

This Interim Guidance provides a framework for businesses and service providers to construct or erect new shelters in approved shared spaces. This framework applies to any newly erected shelter specifically constructed to surround a person or persons who are gathered in a space for 15 minutes or more for the purpose of exercising, dining, or participating in any allowed activity (such as obtaining an allowed personal service or educational instruction) outdoors.

Critical Requirements for Outdoor Shelters

- ✓ The MOST important consideration is to maintain outdoor airflow through the shelter in the area of the breathing zone of personnel, clients and customers. It may not be possible to maximize privacy and still provide sufficient airflow.
- ✓ Surfaces must be easily cleaned and sanitized.
- ✓ For safety of all SF residents and workers all shelters must comply with OSHA, ADA, Fire and all local and state permitting requirements.
- ✓ Wearing face coverings and maintaining 6 foot distances between individuals from outside a household must be practiced consistently in accordance with all Health Orders and Directives.

Free Flow of Air

Evidence shows that when air is moving freely outdoors the risk of COVID-19 transmission is greatly reduced. Any outdoor activity permitted under a Health Order or Directive must allow for the “free flow of air in the breathing zone”. The breathing zone refers to the area of space around a person’s nose and mouth through which air passes as they breathe in and out. The breathing zone may be at different heights for personnel, clients and customers. For instance, the breathing zone of someone performing a pedicure and the individual receiving the pedicure are at different heights. Maintaining the outdoor free flow of air in the breathing zone for all individuals using the outdoor space is important to reduce the risk of COVID-19 transmission between people. A face covering is required to cover a person’s breathing zone, unless the person is actively engaged in eating or drinking.

Safer Ways to Use New Outdoor Shared Spaces for Allowed Activities During COVID-19

UPDATED December 30, 2020

The following guidance was developed by the San Francisco Department of Public Health (SFPDH) and is posted at <https://www.sfdph.org/>. This interim guidance may change as knowledge, community transmission, and availability of PPE and testing change.

AUDIENCE: Businesses, services, or activities that wish to construct new shelters to operate outdoors in accordance with Health Orders and Directives in effect during COVID-19.

For the purpose of this guidance, a shelter is new construction comprised of fences or overhead coverings to provide protection from sun, rain, other weather elements, and to provide privacy. This guidance applies to shelters in the public right-of-way, such as the sidewalk or parking lane. This does not apply to shelters placed on private property.

BACKGROUND: To prevent transmission of COVID-19, indoor activities must be limited, and businesses are encouraged to conduct activities outdoors to minimize the risk of COVID-19 transmission. For more information, please see <https://www.sfdph.org/indoorrisk>.

This Interim Guidance provides a framework for businesses and service providers to construct or erect new shelters in approved shared spaces. This framework applies to any newly erected shelter specifically constructed to surround a person or persons who are gathered in a space for 15 minutes or more for the purpose of exercising, dining, or participating in any allowed activity (such as obtaining an allowed personal service or educational instruction) outdoors.

Critical Requirements for Outdoor Shelters

- ✓ The MOST important consideration is to maintain outdoor airflow through the shelter in the area of the breathing zone of personnel, clients and customers. It may not be possible to maximize privacy and still provide sufficient airflow.
- ✓ Surfaces must be easily cleaned and sanitized.
- ✓ For safety of all SF residents and workers all shelters must comply with OSHA, ADA, Fire and all local and state permitting requirements.
- ✓ Wearing face coverings and maintaining 6 foot distances between individuals from outside a household must be practiced consistently in accordance with all Health Orders and Directives.

Free Flow of Air

Evidence shows that when air is moving freely outdoors the risk of COVID-19 transmission is greatly reduced. Any outdoor activity permitted under a Health Order or Directive must allow for the “free flow of air in the breathing zone”. The breathing zone refers to the area of space around a person’s nose and mouth through which air passes as they breathe in and out. The breathing zone may be at different heights for personnel, clients and customers. For instance, the breathing zone of someone performing a pedicure and the individual receiving the pedicure are at different heights. Maintaining the outdoor free flow of air in the breathing zone for all individuals using the outdoor space is important to reduce the risk of COVID-19 transmission between people. A face covering is required to cover a person’s breathing zone, unless the person is actively engaged in eating or drinking.

Safer Ways to Use New Outdoor Shared Spaces for Allowed Activities During COVID-19

UPDATED December 30, 2020

The following guidance was developed by the San Francisco Department of Public Health (SFPDH) and is posted at <https://www.sfdcp.org/>. This interim guidance may change as knowledge, community transmission, and availability of PPE and testing change.

AUDIENCE: Businesses, services, or activities that wish to construct new shelters to operate outdoors in accordance with Health Orders and Directives in effect during COVID-19.

For the purpose of this guidance, a shelter is new construction comprised of fences or overhead coverings to provide protection from sun, rain, other weather elements, and to provide privacy. This guidance applies to shelters in the public right-of-way, such as the sidewalk or parking lane. This does not apply to shelters placed on private property.

BACKGROUND: To prevent transmission of COVID-19, indoor activities must be limited, and businesses are encouraged to conduct activities outdoors to minimize the risk of COVID-19 transmission. For more information, please see <https://www.sfdcp.org/indoornrisk>.

This Interim Guidance provides a framework for businesses and service providers to construct or erect new shelters in approved shared spaces. This framework applies to any newly erected shelter specifically constructed to surround a person or persons who are gathered in a space for 15 minutes or more for the purpose of exercising, dining, or participating in any allowed activity (such as obtaining an allowed personal service or educational instruction) outdoors.

Critical Requirements for Outdoor Shelters

- ✓ The MOST important consideration is to maintain outdoor airflow through the shelter in the area of the breathing zone of personnel, clients and customers. It may not be possible to maximize privacy and still provide sufficient airflow.
- ✓ Surfaces must be easily cleaned and sanitized.
- ✓ For safety of all SF residents and workers all shelters must comply with OSHA, ADA, Fire and all local and state permitting requirements.
- ✓ Wearing face coverings and maintaining 6 foot distances between individuals from outside a household must be practiced consistently in accordance with all Health Orders and Directives.

Free Flow of Air

Evidence shows that when air is moving freely outdoors the risk of COVID-19 transmission is greatly reduced. Any outdoor activity permitted under a Health Order or Directive must allow for the “free flow of air in the breathing zone”. The breathing zone refers to the area of space around a person’s nose and mouth through which air passes as they breathe in and out. The breathing zone may be at different heights for personnel, clients and customers. For instance, the breathing zone of someone performing a pedicure and the individual receiving the pedicure are at different heights. Maintaining the outdoor free flow of air in the breathing zone for all individuals using the outdoor space is important to reduce the risk of COVID-19 transmission between people. A face covering is required to cover a person’s breathing zone, unless the person is actively engaged in eating or drinking.

3) Street Soccer USA

Coronavirus 2020 Emergency Preparedness Plan (as of 1/1/21)



In response to the announcement by the Center for Disease Control that the spread of Coronavirus in the United States is imminent, Street Soccer USA has developed the following Emergency Preparedness Plan to protect our employees and clients from the risk of infection and to safeguard our business operations.

Purpose

The purpose of the plan is to prepare, respond and recover in the event of a Coronavirus epidemic.

Strategic Steering Committee

The Strategic Committee will develop and implement the Emergency Preparedness Plan to protect our employees and clients from the risk of infection and to safeguard our business operations. The strategic committee consists of:

- Lawrence Cann – CEO
- Rob Cann – Chief Operating Officer
- Tiffany Fraser – Chief of Staff
- Viri Vidales-Coyt - Executive Team Assistant

The committee will meet weekly until such time as more/less frequent meetings are required. The Steering Committee will maintain a log of all COVID-19 related actions and precautions.

Definition of Response Levels

The Emergency Preparedness Plan uses three severity levels to structure Street Soccer USA's response. Characteristics of each level are discussed below. Response levels can be applied to a single site/building/program, to a community (i.e., Sunset Park, Brooklyn) or to a jurisdiction (i.e., The City of San Francisco).

Procedure Outline according to Stages of Outbreak at Community-Level

Response Level Green

i.e. low risk, no suspected or confirmed cases within the surrounding community, no suspected or confirmed cases within program(s)



SSUSA In-person Programs Guidelines
[Social Distancing Strategies \(CDC Guidelines\)](#)

- Coaches and participants will maintain 6ft of social distancing whenever possible
- Area of play will be coned off
- Designated Sanitization Station will also be coned off and all players must sanitize prior to participation
- You do not need to wear personal protective equipment (PPE) if you can maintain a distance of 6 feet.
- Do not share balls between players during individual development games, drills. During passing games, be sure to spray soccer balls between games/activities
- If using pinnies, every participant needs to keep their same pinnie the entire time. If you need to switch be sure it is properly sprayed with lysol or provide a new.
- ALL EQUIPMENT NEEDS TO BE SPRAYED DOWN WITH LYSOL AFTER PRACTICE AND WASHED FREQUENTLY.

COACHING: Materials needed for in-person programming

- Lysol spray
- No-touch thermometers
- Alcohol wipes for cleaning thermometers
- Hand sanitizer

In advance of in-person programming

- ☐ **Enrollment form:** All participants must sign up for the program via enrollment form
- ☐ [Risk Acknowledgement Form](#): All participants (guardians) must read and sign acknowledgement form
- ☐ [SSUSA Kicking COVID19](#) (CDC Playbook): review for appropriate games and activities

Parent Drop-Off and Pick-Up

- Hand hygiene stations should be set up at the entrance of the coned off program location, so that children can clean their hands before they enter.
 - hand sanitizer with at least 60% alcohol. Keep hand sanitizer out of children's reach and supervise use.
- Ideally, the same parent or designated person should drop off and pick up the child every day. If possible, older people such as grandparents or those with serious underlying medical conditions should not pick up children, because they are more at risk for [severe illness from COVID-19](#).

Screen Children Upon Arrival (if possible)

Persons who have a fever of 100.40 (38.00C) or above or other signs of illness should not be admitted to practice. Encourage parents to be on the alert for signs of illness in their children and to keep them home when they are sick. Screen children upon arrival, if possible.

Coronavirus 2020

Emergency Preparedness Plan (as of 1/1/21)



- Program(s) will continue to operate on a normal schedule
- Preemptive measures will be put in place to maintain state of low risk:
 - Any participants and/or employees who have recently traveled to impacted countries or regions must undertake a 14-day quarantine at home before returning to any program activities.
 - Participants and employees will be asked to wash their hands frequently with soap and water.
 - Participants and employees will be asked to avoid touching their eyes, nose, mouth, and face.
 - Employees will disinfect shared equipment (i.e. soccer balls, scrimmage vests, goals, cones, etc.) and common surfaces on a daily basis
 - Participants and employees will be asked to avoid contact with sick people.
 - Participants and employees will be asked to cover their coughs with tissue/paper towel or the crook of their elbow.
 - Sick participants and employees will be asked to remain at home and contact their medical provider
- Program managers will keep in close contact with local health departments, community leaders, and school districts to monitor the on-going situation and will report findings to the program director. The program director will update participants and/or their families on a weekly basis via email, social media, at program meetings, etc.

Response Level Yellow

i.e. medium risk, suspected or confirmed case within the surrounding community, no suspected or confirmed cases within program(s)

- Program(s) will continue to operate on a normal schedule; however, employees will be advised to prepare for the possibility of a potential shut-down
- Individual(s) will be asked to report to Tiffany Fraser and Viri Vidales-Coyt that they are exposed.
- Exposed participants and employees will be mandated to undertake a 14-day quarantine at home.
- Existing preemptive measures will be heightened:
 - All exercises and/or games involving direct person-to-person contact will be minimized.
 - Employees will oversee a mandatory hand-wash for participants at the beginning and end of each program session, when possible.
 - The use of certain shared equipment (e.g. scrimmage vests) will be suspended indefinitely
- Program managers will keep in close contact with local health departments, community leaders, and school districts to monitor the on-going situation and report findings to the

Coronavirus 2020**Emergency Preparedness Plan (as of 1/1/21)**

program director. The program director will update participants and/or their families as much as deemed necessary via email, social media, at program activities, etc.

Response Level Red

i.e. high risk, suspected or confirmed cases within program(s) or school(s) where we have programming.

- Program(s) will shut down indefinitely in the affected areas.
- Exposed participants and employees will be mandated to undertake a 14-day quarantine at home.
- In the event of program shutdown, employees will not cease from working, but continue work at home on important tasks including but not limited to team meetings via video and phone conference, program planning and/or event planning, service coordination, managing inventory, curriculum development and lesson planning, etc.
- Intense cleaning of office and other gathering spaces and equipment.
- Program managers will be required to keep in close contact with local health departments, community leaders, and school districts to monitor the on-going situation and report findings to the program director. The program director will update participants and/or their families as much as deemed necessary via email, social media, text, etc.

In addition, please be mindful of the following:

- The CDC has encouraged people who have traveled to China, Iran, Italy or South Korea to self-quarantine for 14 days. If you have traveled to any of these locations in the last 14 days, please let your supervisor know immediately.
- If you are exposed to a confirmed case of COVID-19, regardless of if you are asked to self-quarantine, please let your supervisor know immediately.
- If a client advises you that they have been exposed to a confirmed case of COVID-19, regardless of if they are asked to self-quarantine, please let your supervisor know immediately.

Policy Implementation/Suspension

Street Soccer USA has created an enhanced Sick Leave policy (Appendix D) to address potential scenarios between March and June 2020 related to the COVID-19 epidemic. We reserve the right to change, alter, or discontinue the policy as circumstances change.

To compensate Street Soccer USA employees, benefit eligible employees are credited with a defined number of paid Sick Leave days on an annual basis. Employees should use accrued

Coronavirus 2020



Emergency Preparedness Plan (as of 1/1/21)

Sick Leave days until they have exhausted their available time. For illnesses due to the 2020 Covid-19 outbreak, Street Soccer USA will provide employees COVID Leave to insure they continue to be paid. COVID Leave can be used in instances where an employee has exhausted their Sick Leave due to absences associated with COVID-19, or in an instance where their normal work schedule is disrupted due to a Response Level Red at their site.

While the enhanced Sick Leave policy is in place, the policy requiring employees to provide medical documentation after three days of absence will be suspended. We believe that this could prevent non-infected individuals from exposure at their doctor's office/urgent care/emergency room.

Communication

During an emergency, clear and frequent communication with clients, residents, staff and funders regarding the Agency's operations/response is critical. Each program manager should identify key stakeholders and how they will be kept informed. Site level communication will be handled by the Directors and their management staff through normal communication means. Viri Vidales-Coyt should be CC'd on all communications related to COVID-19.

All staff emails regarding the Agency response should come from the Steering Committee.



SSUSA In-person Programs Guidelines
[Social Distancing Strategies \(CDC Guidelines\)](#)

- Coaches and participants will maintain 6ft of social distancing whenever possible
- Area of play will be coned off
- Designated Sanitization Station will also be coned off and all players must sanitize prior to participation
- You do not need to wear personal protective equipment (PPE) if you can maintain a distance of 6 feet.
- Do not share balls between players during individual development games, drills. During passing games, be sure to spray soccer balls between games/activities
- If using pinnies, every participant needs to keep their same pinnie the entire time. If you need to switch be sure it is properly sprayed with lysol or provide a new.
- ALL EQUIPMENT NEEDS TO BE SPRAYED DOWN WITH LYSOL AFTER PRACTICE AND WASHED FREQUENTLY.

COACHING: Materials needed for in-person programming

- Lysol spray
- No-touch thermometers
- Alcohol wipes for cleaning thermometers
- Hand sanitizer

In advance of in-person programming

- ☐ **Enrollment form:** All participants must sign up for the program via enrollment form
- ☐ [Risk Acknowledgement Form](#): All participants (guardians) must read and sign acknowledgement form
- ☐ [SSUSA Kicking COVID19](#) (CDC Playbook): review for appropriate games and activities

Parent Drop-Off and Pick-Up

- Hand hygiene stations should be set up at the entrance of the coned off program location, so that children can clean their hands before they enter.
 - hand sanitizer with at least 60% alcohol. Keep hand sanitizer out of children's reach and supervise use.
- Ideally, the same parent or designated person should drop off and pick up the child every day. If possible, older people such as grandparents or those with serious underlying medical conditions should not pick up children, because they are more at risk for [severe illness from COVID-19](#).

Screen Children Upon Arrival (if possible)

Persons who have a fever of 100.40 (38.00C) or above or other signs of illness should not be admitted to practice. Encourage parents to be on the alert for signs of illness in their children and to keep them home when they are sick. Screen children upon arrival, if possible.



- Ask parents/guardians to take their child's temperature either before coming to the facility or upon arrival at the facility. Upon their arrival, stand at least 6 feet away from the parent/guardian and child.
- Ask the parent/guardian to confirm that the child does not have fever, shortness of breath or cough.
- Make a visual inspection of the child for signs of illness which could include flushed cheeks, rapid breathing or difficulty breathing (without recent physical activity), fatigue, or extreme fussiness.

OR

- Make a visual inspection of the child for signs of illness, which could include flushed cheeks, rapid breathing or difficulty breathing (without recent physical activity), fatigue, or extreme fussiness.
- Conduct temperature screening (follow steps below)
 - Perform hand hygiene
 - Wash your hands with soap and water for 20 seconds. If soap and water are not available, use a hand sanitizer with at least 60% alcohol.
- Put on disposable gloves/mask.
- Check the child's temperature
- Ensure that you use a clean pair of gloves for each child and that the thermometer has been thoroughly cleaned in between each check.
- If you use disposable or non-contact (temporal) thermometers and you did not have physical contact with the child, you do not need to change gloves before the next check.
- If you use non-contact thermometers, clean them with an alcohol wipe (or isopropyl alcohol on a cotton swab) between each client. You can reuse the same wipe as long as it remains wet.
- After each screening, remove and discard PPE, and wash hands.
- Use an alcohol-based hand sanitizer that contains at least 60% alcohol or wash hands with soap and water for at least 20 seconds.
- If hands are visibly soiled, soap and water should be used before using alcohol-based hand sanitizer.

Clean and Disinfect Caring for Our Children

(CFOC) provides national standards for cleaning, sanitizing and disinfection of educational facilities for children. Toys that can be put in the mouth should be cleaned and sanitized (see below). Other hard surfaces, including diaper changing stations, door knobs, and floors can be disinfected.

Intensify cleaning and disinfection efforts before, during and after practice:

- [Routinely clean, sanitize, and disinfect](#) surfaces and objects that are frequently touched, especially toys and games. This may also include cleaning objects/surfaces not ordinarily cleaned daily such as doorknobs, handle on porter potties. Use the cleaners typically used at your facility. Guidance is available for the selection of appropriate [sanitizers or disinfectants](#)
- Use all cleaning products according to the directions on the label. For disinfection, most common EPA-registered, fragrance-free household disinfectants should be effective. A list of products that are EPA-approved for use against the virus that causes COVID-19 is available [here](#)
- ALL EQUIPMENT NEEDS TO BE SPRAYED DOWN WITH LYSOL AFTER PRACTICE.



***** sample plan

Practice Plans (1.5 hours)

- Team Talk (at distance, no huddles, masks on if available)
- Warm Up / Practice Mindfulness
- **CLEANING BREAK**
- Indv Skill Building Games
- **CLEANING BREAK**
- Passing Games
- **CLEANING BREAK**
- SSUSAMasterTheSkillChallenge (have youth practice the skill of the week and can use footage to post on social media -- clear by parents first)
- **CLEANING BREAK**
- Community Building Activity/Closing Circle (Blue card making, activities surrounding sportsmanship)



SSUSA In-Person Program Checklist

- Keep note of who is dropping youth off to each session. Ideally, the same parent or designated person should drop off and pick up the child every day. If possible, older people such as grandparents or those with serious underlying medical conditions should not pick up participants, because they are more at risk for [severe illness from COVID-19](#).
- SSUSA Program Manager will ask parents/guardians to take their child's temperature either before coming to the facility or upon arrival at the facility. Upon their arrival, stand at least 6 feet away from the parent/guardian and child. Ask the parent/guardian to confirm that the child does not have fever, shortness of breath or cough.
 - Persons who have a fever of 100.40 F or above or other signs of illness should not be admitted to practice.
- Coaches and participants will maintain 6ft of social distancing whenever possible & area of play/ designated sanitization station will be coned off. All players must sanitize prior to participation
- Coaches need to wear personal protective equipment (PPE) while interacting with youth and families. PPE can be taken off if needed but only when you can maintain a distance of 6 feet.
- Do not share balls between players during individual development games, drills. During passing games, be sure to spray soccer balls between games/activities
- If using pinnies, every participant needs to keep their same pinnie the entire time. If you need to switch be sure it is properly sprayed with lysol or provide a new.
- ALL EQUIPMENT NEEDS TO BE SPRAYED DOWN WITH DISINFECTANT AFTER PRACTICE AND WASHED FREQUENTLY.

Place an "X" in the circles below indicating all materials, forms & precautions have been cleared onsite before every session

COACHING: Materials needed for in-person programming

- ☐ Disinfectant spray/ Hand sanitizer / Alcohol wipes
- ☐ No-touch thermometers
- ☐ Mask/Gloves

FORMS: In advance of in-peron programming

- ☐ **SSUSA Enrollment form OR SSUSA Waiver:** All participants must sign up for the program via enrollment form
- ☐ **Risk Acknowledgement Form:** All participants (guardians) must read and sign acknowledgement form
- ☐ **SSUSA Kicking COVID19** (CDC Playbook): review for appropriate games and activities
- ☐ **SSUSA COVID-19 Incident Report Form**

Parent Drop-Off and Pick-Up /Screening

- Hand hygiene stations are set up at the entrance of the coned off program location - youth sanitized at start of session. Hand sanitizer onsite has at least 60% alcohol.
- VISUAL SCREENING: Visual inspection of participants were made. Coaches are looking for signs which could include flushed cheeks, rapid breathing or difficulty breathing (without physical activity), fatigue, or extreme fussiness.

AND/OR

- Temperature screening of participants were conducted with touchless thermometer (follow steps below)
 - Hands are washed with soap for 20 seconds or hand sanitizer was used with at least 60% alcohol.
 - Disposable gloves (if present) and mask were worn.
 - Participants temperature were taken & Non-contact thermometers are cleaned with an alcohol wipe (or isopropyl alcohol on a cotton swab) between each child.

Cleaning During Practice & After Practice

- After each activity OR every 10 minutes participants received hand sanitizer and equipment is wiped down
- Equipment was thoroughly cleaned after the session

Signature _____ Date _____

Risk Acknowledgment By Parent/Legal Guardian

The collective effort and sacrifice of (enter your city) residents staying at home limited the spread of COVID-19. But community transmission of COVID-19 within (enter your city) continues, including transmission by individuals who are infected and contagious, but have no symptoms. Infected persons are contagious 48 hours before developing symptoms ("pre-symptomatic"), and many are contagious without ever developing symptoms ("asymptomatic"). Pre-symptomatic and asymptomatic people are likely unaware that they have COVID-19.

The availability of childcare is an important step in the resumption of activities. However, the decision by the Health Officer to allow childcare and summer camps for all families at facilities that follow required safety rules, does not mean that attending childcare is free of risk. Enrolling a child in childcare could increase the risk of the child becoming infected with COVID-19. While the majority of children that become infected do well, there is still much more to learn about coronavirus in children. City and County of Department of Public Health San Francisco Health Officer Directive Health Officer Directive No. 2020- 14 3 including from recent reports of Multisystem Inflammatory Syndrome in Children (MIS-C).

Each parent or guardian must determine for themselves if they are willing to take the risk of enrolling their child in childcare, including whether they need to take additional precautions to protect the health of their child and others in the household. They should particularly consider the risks to household members who are adults 60 years or older, or anyone who has an underlying medical condition. Parents and guardians may want to discuss these risks and their concerns with their pediatrician or other health care provider. More information about COVID-19, MIS-C, and those at higher risk for serious illness is available on the Centers for Disease Control and Prevention website at <https://www.cdc.gov/coronavirus/2019-ncov/>.

I understand the risks associated with enrolling my child in childcare, and agree to assume the risks to my child and my household. I also agree to follow all safety requirements that the childcare program/summer camp imposes as a condition of enrolling my child.

Signature of Parent/Legal Guardian Date

Name of Child/Children

Risk Acknowledgement by Parent/Legal Guardian 5/29/2020

Risk Acknowledgment - Volunteering with Street Soccer USA, INC.

The collective effort and sacrifice of San Francisco residents staying at home limited the spread of COVID-19. But community transmission of COVID-19 within San Francisco continues, including transmission by individuals who are infected and contagious, but have no symptoms. Infected persons are contagious 48 hours before developing symptoms ("pre-symptomatic"), and many are contagious without ever developing symptoms ("asymptomatic"). Pre-symptomatic and asymptomatic people are likely unaware that they have COVID-19. As an organization, Street Soccer USA, INC. understands the severity of COVID-19 and are taking the necessary steps to ensure our volunteers, coaches, staff and participants are following the most up to date Health Order's mandated by the City of San Francisco as well as any mandates from the San Francisco Department of Youth, Children and their Families.

Each interested volunteer or paid coach must determine for themselves if they are willing to take the risk of being a part of our onsite soccer programming, including whether they need to take additional precautions to protect their own health and/or others in the household.

I understand the risks associated with volunteering with Street Soccer USA, Inc. and agree to assume the risks to myself and my household. I also agree to follow all safety requirements that Street Soccer USA, INC. and its partners impose as a condition of volunteering.

Signature

Date

Contact Tracing Form

<https://www.cdc.gov/coronavirus/2019-ncov/php/notification-of-exposure.html>

SSUSA Program Location
Name of Participant or Coach Infected

Date of Positive COVID-19 Test
Person Hospitalized (Yes/No)
Name of Hospital
Partner Affiliate Noted
SSUSA Teammates and Coaches Notified

Date Filed:
Signature of Person Filing Report:
Program Development Manager Signature:
Managing Director Signature:

*please download copy, complete and send to SSUSA COVID-19 steering committee (Lawrence, Rob, Viri, Tiffany)

4) Barry's Bootcamp

COVID-19 SAFETY

As always, our commitment to your health and safety remains our top priority.

Over the past few weeks, we've been working diligently on a relaunch strategy and have committed to a three-pronged approach.

- We are in compliance with all national and local level mandates.
- We've put together an advisory council of health care experts who are helping to inform us when and how to reopen, based on specifics of the Barry's workout.
- We've conducted focus groups with clients and staff from each city in which we operate, to better understand how our local community on the ground feels, and to ensure clients feel comfortable upon return.
- We've implemented a number of new safety features into our operations including but not limited to; touchless temperature checks, Upgrades to our HVAC systems, including hospital grade MERV-13 filters, as well as the installation of bipolar ionization/UV units. And increased geo-check in.

SAFETY OUTDOORS:

- Masks must be worn at all times, including during the workout
- Physical distancing will be required
- There will be additional time between classes to allow for deep cleaning with hospital grade, EPA registered disinfectant



SIGNAGE & EDUCATION

- Signage at entrance of the facility requiring of everyone: do not enter if experiencing SARS-CoV-2 symptoms (cough, fever, or not feeling well); maintain a minimum six-foot distance from others in line and in the facility; wear a face covering; no touch policy; mandatory temperature checks; encouraging GEO check in; wash hands.
- Physical distancing floor decals on the ground throughout the facility
- Important safety notice signage at check in desk
- Mandatory temperature checking signage at check in
- Sanitizing station signage
- Hand washing signage
- Mandatory mask signage
- Internal safety training for all staff to comprehensively cover safety precautions, policies, and procedures
- County social distancing protocol posted at the facility

PROTECTIVE MEASURES

- Internal safety training for all staff to comprehensively cover safety precautions, policies, and procedures
- Mandatory face masks for all staff
- Disposable masks and gloves provided for staff
- Flexible cancellation policy for all clients
- Mandatory health screening and temp checks every shift

- Equipment (e.g., dumbbells, resistance bands, mats, benches) are not shared by members of the class and are thoroughly cleaned and disinfected between each use with procedures effective against the Novel Coronavirus SARS-CoV-2
- Communication to staff verbally and in writing not to come to work if they are sick
- Information provided on local SARS-CoV-2 testing Sites for staff
- Any clients or staff who report having any of the following symptoms are not be permitted to come to or participate in the fitness class.
- Staff verbally asking each client whether they have had any of the following symptoms within the prior 24 hours that are new and not explained by another reason:
 - Fever or chills
 - Cough
 - Sore throat
 - Shortness of breath or trouble breathing
 - Feeling unusually weak or fatigued
 - New loss of taste or smell
 - Muscle pain
 - Headache
 - Runny or congested nose
 - Diarrhea

MEASURES TO PREVENT UNNECESSARY CONTACT

- GEO CHECK-IN feature on app for clients to check in 100m from the facility
- Physical distancing signage including floor decals
- Cashless payment methods
- Reduced retail offering – grab & go items only
- Equipment (e.g., dumbbells, resistance bands, mats, benches) are not shared by members of the class and are thoroughly cleaned and disinfected between each use with procedures effective against the Novel Coronavirus SARS-CoV-2
- Physical distancing on check in between clients and staff
- Instructor controlled entry and exit of clients to avoid congestion
- Limiting client gatherings to 12 per county guidelines

SANITIZING MEASURES

- Equipment (e.g., dumbbells, resistance bands, mats, benches) are not shared by members of the class and are thoroughly cleaned and disinfected between each use with procedures effective against the Novel Coronavirus SARS-CoV-2
- Regularly disinfect high touch areas throughout the day
- Deep clean workout space for 25 minutes between classes with EPA disinfectant
- Disinfecting wipes provided that are effective against SARS-CoV-2
- Hand sanitizer provided at sanitizing stations
- Break rooms, bathrooms, and other common areas frequently disinfected throughout the day

5) Rooftop Cinema

--UPDATED AT OF 3/4/2021--

In response to the pandemic, we have adapted our operations on the Rooftop with safety, as always, as our number one priority. Here's what we're doing on Site:

- We are opening at a limited capacity, and all ticket purchases must be made online prior to the screening.
- Concessions are available for contactless order and pick-up. We are a cashless business, so please come prepared with your debit or credit card.
- Sanitization solutions will be available around the venue, and team members will wear masks, routinely change gloves and regularly wipe down surfaces.
- We will enforce masks and social distancing in the cinema and bar areas.
- Headphones will be thoroughly sanitized after each use.
- We will not be offering our usual pillows and blankets, but you are welcome to bring your own.
- Due to health guidelines, we also cannot offer bottomless popcorn, but we have increased the size of our popcorn bucket from 32 oz. to 46 oz.

Rules for guests

- Masks are required anytime you are not in your seat, including going to the restroom, picking up food and concessions, or for any reason. ***We also ask that you wear your mask anytime you are not actively eating or drinking.***
- You must practice social distancing at all times when in the proximity of people outside your party. Please do not move chairs around as our team members are working hard to ensure social distance between each party.
- You must refrain from attending a screening if you are experiencing a fever, cough, shortness of breath, or any other symptoms associated with COVID-19, or if you have been diagnosed with COVID-19 or exposed to someone who has been diagnosed.

If the above rules are not followed, you will be asked to leave without refund. We must enforce this to keep our community safe. Thank you for helping us in our efforts!

6) Other Activations

For all other Site programming not outlined above, COVID guidelines will be governed by the most current DPH mandates and guidance. At the time of this Operations Plan

draft, the City of San Francisco is within the Orange Tier, for which the guidance is provided below.



San Francisco Department of Public Health

Guidance

Notice of Suspension or Restrictions of Indoor and Outdoor Activity

March 23, 2021

In alignment with the State's recommendations, San Francisco is reopening at the State's Orange Tier starting March 24, 2021. The decision to reopen balances the public health risks of COVID-19 transmission with the public health risks of economic and mental health stress.

Even though COVID-19 case rates have come down, and more people are vaccinated, there **remains a risk that people who you come into contact with may have COVID-19**. Most COVID-19 infections are caused by people who have no symptoms of illness. We also have confirmed there are new, more contagious virus variants in the San Francisco Bay Area and that **some of these variants are more likely to cause serious illness and death in unvaccinated people**. We don't yet know exactly how these variants will impact vaccine effectiveness, although clinical trial and real world data are reassuring that they will still work as intended. The opening of sectors does not necessarily signify that these activities are "safe."

We have made our best efforts to create guidance to help these activities and sectors provide safer environments for workers and the public. However, this requires that everyone do their part to make these activities as safe as possible, including: wearing a well-fitted masks that covers your mouth and nose especially when talking, avoiding indoor settings to the extent possible, maintaining at least 6 feet distance from those you don't live with, getting tested and isolating if you are ill, complying with additional health protocols required of open businesses. People at risk for severe illness from COVID-19 — such as unvaccinated older adults and unvaccinated people with health risks — and those who live with or care for them are urged to defer participating in activities with other people outside their household where taking protective measures of wearing face masks and social distancing may be difficult, especially indoors or in crowded spaces.

If you are fully vaccinated (i.e., 14 days have passed since your final shot), you can feel safer about your own health risks when participating in activities permitted by our state and local health departments. However, please consider the possible risk your exposure may have on those around you, especially those you live with and those who are unvaccinated, when you take part in activities that involve people outside your household.

Any prior changes in business capacities and other activities required under the amendments must have been implemented by their respective effective dates, and any new changes will take effect by March 24, 2021. If cases rise, the Health Officer may further restrict or suspend other activities currently allowed under Health Officer Order C19-07.

Important Notes: The Health Officer ordered suspensions or restrictions on capacity limits of the activities as shown in the table below. Suspended or restricted businesses may still engage in Minimum Basic Operations as defined in Health Officer Order C19-07. These suspensions or restrictions amend any related orders, directives, or guidance. All impacted people and entities are required to adhere to these new limits and must otherwise continue to monitor and comply with all applicable [Health Orders](#) and [Directives](#). The Health Orders and Directives take precedence over any discrepancies listed in the table below.

Business Capacities and Activities Table			
Activity and Amended Order or Directive	Affected Groups	Indoor or Outdoor	Change as of effective date Δ = New Update
Retail Directive 2020-07 Directive 2020-17	Retail Stores, Indoor Shopping Centers, Grocery Stores	Indoor Restricted	Change as of Wednesday, March 24, 2021 1. Retail stores capacity limits up to 50% (not including personnel). Δ 2. Standalone groceries stores capacity limits up to 50% (not including personnel). 3. Strongly recommend stores to designate special hours for unvaccinated Older Adults and unvaccinated individuals with health risks . 4. Self-serve bulk foods, reusable bags and containers allowed with restrictions. Δ 5. Ventilation signage must be posted including breakrooms.
		Outdoor Allowed	Change as of Sunday, November 29, 2020 1. Outdoor encouraged over indoor
Office Facilities Directive 2020-18	Nonessential offices	Indoor Restricted	Change as of Wednesday, March 24, 2021 1. Nonessential offices capacity limits up to 25% . Δ 2. Indoor conference rooms and meetings capacity limits up to 25% . Δ 3. Ventilation signage must be posted including breakrooms.
Hotels and Lodging Facilities Directive 2020-29	Hotels, Lodging Facilities	Indoor Restricted	Change as of Wednesday, March 3, 2021 1. Lodging facilities may accept reservations for all visitors in accordance with CDPH Travel Advisory . 2. Lodging facilities must provide a copy of tips for staying in lodging facilities and self-screening handout to all guests. 3. It is strongly recommended to quarantine for 10 days for any travel. 4. Dining allowed (See Dining). 5. Indoor gyms and fitness centers allowed (See Gyms / Fitness Centers). 6. No conference rooms, business centers, lounge areas and other indoor gathering places. 7. Ventilation signage must be posted including breakrooms.



San Francisco Department of Public Health

Guidance

Gyms / Fitness Centers Order C19-07 Appendix C-1 Directive 2020-27 Directive 2020-31	Gyms, Fitness Centers, Climbing Gyms, Group Fitness Classes (including cardio, aerobic, spinning, boot camp, kickboxing, stretching, yoga)	Indoor Restricted	Change as of Wednesday, March 24, 2021 1. Indoor gyms / fitness centers capacity limits up to 25% (not including personnel). △ 2. Fitness classes limits up to 25% capacity of room being used for fitness class (Max 100 pp or capacity to achieve 12 feet distancing whichever is less). △ 3. Fitness classes that do not increase the participants fitness breathing rate such as gentle stretching, yoga, and meditation allowed at 6 feet △ 4. Locker rooms and showers allowed up to 25% with additional restrictions. △ 5. No saunas, steam rooms, or hot tubs allowed. 6. Eating is allowed in a separate room or separate space which must be 12 feet from others. (See Dining for additional guidance). △ 7. If any activity involves removal of face coverings, business is required to post Ventilation Checklist and implement at least one measure. △ 8. Ventilation signage must be posted including breakrooms.
		Outdoor Restricted	Change as of Thursday, January 28, 2021 1. Outdoor gyms allowed, no capacity limits, social distancing is required. 2. Outdoor fitness classes capacity limits No capacity limits .
Dining Order C19-07 Appendix C-1 Directive 2020-16	Restaurants, Bars, Wineries, Breweries, and Distilleries, Shopping malls with food, Hotels with Restaurants, Museums, Zoos and Aquariums with Restaurants, Gyms with food, Office Cafeterias	Indoor Restricted	Change as of Wednesday, March 24, 2021 1. Indoor dining capacity limits, up to 50% (Max. 200 pp not including personnel); must maintain at least 6 feet distance between diners. △ 2. Alcoholic beverages sales require a bona fide meal. 3. Per table limit up to 6 people from 3 households. △ 4. Indoor dining only allowed from 5am - 11pm. △ 5. Live entertainment allowed including singing, speaking, chanting and wind instruments. (See gatherings indoor social) △ 6. Personnel who interact with patrons are required to wear a well-fitted mask. N95s are strongly recommended . △ 7. Unvaccinated Older Adults , unvaccinated individuals with health risks , and members of their household urged not to participate. 8. If any activity involves removal of face coverings, business is required to post Ventilation Checklist and implement at least one measure. 9. Required Dining and Vaccination signage must be posted. 10. Designate and implement a COVID-19 Worksite Safety Monitor. 11. For take-out, no eating or drinking while waiting for your food. 12. Ventilation signage must be posted including breakrooms.
		Outdoor Restricted	Change as of Wednesday, March 24, 2021 1. Outdoor restaurants, bars, breweries, distilleries and wineries allowed. All patrons must be seated to be served. △ 2. Per table limit up to 6 people from <u>no household limit</u> . △ 3. Group reservations of up to 2 tables allowed (Max. 12 people). Tables must be separated and no mingling between. △ 4. Alcoholic beverages may be served without bona fide meal. △ 5. Live entertainment allowed including singing, speaking, chanting and wind instruments. (See gatherings small outdoor). △ 6. Tables must be spaced at least 6 feet apart between seated patrons; per State requirements, no barriers in lieu of 6 feet distance. Only exception is for barriers installed before Dec 6. 7. Unvaccinated Older Adults , unvaccinated individuals with health risks , and members of their household urged not to participate. 7. Designate and implement a COVID-19 Worksite Safety Monitor.
Personal Services Directive 2020-23 Directive 2020-30	Hair Salons, Barber Shops, Nail Salons, Massage, Estheticians, Skin Care, Cosmetology, Electrology, Tattooing, Piercing, Microblading	Indoor Restricted	Change as of Wednesday, March 24, 2021 1. Personal services capacity limits up to 50% (not including personnel). △ 2. implement metering system to enforce capacity limits. 3. Services that involve removal of face covering are allowed but must be done at least 6 feet from others or in a separate room. Personnel are required to wear eye protection and a well-fitted mask. N95s are strongly recommended . 4. If any activity involves removal of face coverings, business is required to post Ventilation Checklist and implement at least one measure. 5. Ventilation signage must be posted including breakrooms.
		Outdoor Allowed	Change as of Wednesday, March 3, 2021 1. Services that involve removal of face covering are allowed but must be done at least 6 feet from others. Personnel are required to wear eye protection and a well-fitted mask. N95s are strongly recommended .



San Francisco Department of Public Health

Guidance

Museums, Aquariums, and Zoos Directive 2020-32	Museums, Aquariums, and Zoos	Indoor Restricted	Change as of Wednesday, March 24, 2021 1. Museums, Aquariums, and Zoos capacity limits up to 50% (not including personnel). △ 2. Interactive exhibits may open with sanitation, distancing, and other safety protocols. △ 3. Coat check may open. △ 4. Auditoriums may open for movies, but not live performances. △ 5. Indoor dining, food and beverage concessions allowed (See Indoor Dining). 6. Indoor retail allowed (See Retail Store capacity limits). 7. Ventilation signage must be posted including breakrooms.
		Outdoor Allowed	Change as of Thursday, January 28, 2021 1. With approved plan, Outdoor Museums, Aquariums, and Zoos allowed, No capacity limits.
Movie Theaters Order C19-07 Appendix C-1 Directive 2020-35	Movie Theaters	Indoor Restricted	Change as of Wednesday, March 24, 2021 1. Movie Theaters capacity limits up to 50% (Max. 200 people per screen). △ 2. Food and beverage concessions allowed. Food and beverage must be consumed at assigned movie theater seat or designated seating area. (See Dining for additional guidance). △ a. Inside the movie screening room group capacity limit is up to 6 people from 3 households . Each group must be 6 feet from others. △ b. Outside the movie screening room, designated eating seating area is allowed in a separate room or separate space which must be 12 feet from others. △ 3. If any activity involves removal of face coverings, business is required to post Ventilation Checklist per screen and implement at least one measure. △ 4. Unvaccinated Older Adults , unvaccinated individuals with health risks , and members of their household urged not to participate. △ 5. Ventilation signage must be posted including breakrooms. 6. Designate and implement a COVID-19 Worksite Safety Monitor.
Playgrounds and Family Entertainment Centers Directive 2020-36 Appendix C-1	Naturally distanced (Bowling Alleys, Billiard Halls, Miniature Golf), Unnaturally distanced activities (Arcade Game Centers, Ice and Roller Skating Rinks, and Indoor Playgrounds), Outdoor (Skate parks, Roller and Ice rinks, Batting Cages, Mini-Golf, and Outdoor Playgrounds)	Indoor Restricted	Change as of Wednesday, March 24, 2021 1. Naturally distanced activities capacity limits up to 25% (not including personnel). △ 2. Indoor groups are limited to 1 household . △ 3. Indoor dining allowed in a separate room or designated dining space must be 12 feet from others. (See dining for additional guidance). △ 4. Unnaturally distanced activities not allowed. △
		Outdoor Restricted	Change as of Wednesday, March 24, 2021 1. Ferris wheels, carousels, trampolines, and train rides allowed with only 3 household per space, each space must be 6 feet apart. 2. Outdoor skate parks, outdoor roller and ice rinks capacity limit up to 25% . 3. Outdoor playgrounds, outdoor batting cages & outdoor mini-golf allowed.
Swimming Pools Appendix C-2 Directive 2020-24	Swimming Pools	Indoor Restricted	Change as of Wednesday, March 24, 2021 1. Total capacity limits up to 25% with distancing requirements between swimmers. △ 2. No classes allowed (except swimming safety). △ 3. Locker rooms and showers are allowed (See Gyms/Fitness Center Guidance). △ 4. No saunas, steam rooms, or hot tubs allowed. △
		Outdoor Restricted	Change as of Wednesday, March 24, 2021 1. Total capacity limits up to 50% with distancing requirements between swimmers. △ 2. Swimming lessons and low-impact classes allowed. △ 3. Locker rooms and showers are allowed (See Gyms/Fitness Center Guidance). △



San Francisco Department of Public Health

Guidance

Outdoor Recreation Order No. C19-07 Appendix C-2 Directive 2020-15 Directive 2020-24 Directive 2021-01	CA State's List Low Contact (frisbee, bocce ball, lawn bowling, walking, running, hiking, biking, throwing a ball, swimming and diving tennis, pickleball, golf), Moderate Contact (badminton, baseball, cheerleading, dodgeball, field hockey, gymnastics, kickball, softball, tennis, pickleball and women's lacrosse) and High Contact (basketball, football, men's lacrosse, rugby, rowing/crew, soccer, water polo)	Outdoor Restricted	Change as of Wednesday, March 24, 2021 1. Informal low, medium, and high contact a. Capacity limits up to 25 people from 3 households. △ b. Members of different households should maintain 6 feet when possible. c. Except for swimming and diving, people must wear a mask at all times. △ d. No informal water polo is allowed. △ 2. Tennis, Pickleball, Golf a. Outdoor tennis capacity limits up to 4 people, doubles w/ 4 households. b. Outdoor pickleball capacity limits up to 4 people, doubles w/ 4 households. c. Outdoor golf, tennis, and pickleball tournaments allowed with restrictions. 3. Supervised and Organized a. For low, moderate, and high contact sports capacity limits up to 25 people (not including coaches and personnel). b. For low, moderate, and high contact sports, adult participants, coaches and staff must wear a mask at all times including while playing. Only exceptions are outdoor swimming and diving, outdoor water polo also has COVID-19 testing requirements. △ c. Competitions: (1) Low and moderate contact sports people may remove mask when distance of 6 feet can be easily maintained. (2) High contact sport people must wear mask at all times. Only exceptions are outdoor swimming and diving, outdoor water polo also has COVID-19 testing requirements. △ d. No spectators are allowed.
Indoor Recreation Order No. C19-07 Appendix C-2 Directive 2020-15 Directive 2020-24 Directive 2021-01	CA State's List Low Contact (badminton, bowling, curling, dancing without contact, gymnastics, ice skating, physical training, swimming and diving, singles tennis and pickleball, track and field) Moderate Contact (volleyball, squash, racquetball, partner dance, dodgeball, kickball, doubles tennis and pickleball) and High Contact (basketball, ice hockey, martial arts, water polo, wrestling)	Indoor Restricted	Change as of Wednesday, March 24, 2021 1. If any activity involves removal of face coverings, business is required to post Ventilation Checklist, strongly encouraged to implement at least one measure. △ 2. Indoor recreation facilities capacity limits up to 25% (Max 100 pp). △ 3. For all sports, participants, coaches and staff must wear a mask at all times including while playing. Only exceptions are swimming and diving). △ 4. For Indoor low, moderate, and high contact sports capacity limits up to 16 people (including coaches and personnel) can participate at a time. △ 5. Competitions: low, moderate and high contact are limited up to 16 people per team (Max 32 people can participate at a time) or the allowed facility capacity limit of up to 25%, whichever is less. △ 6. No spectators are allowed. △ 7. Low contact sports a. Informal low contact sports allowed indoors. △ b. Aerobic activities must maintain 12 feet of distance. All other low contact sports must maintain at least 6 feet of distance. △ 8. Moderate and high contact a. Indoor moderate and high contact sports allowed only by organized and supervised programs or leagues of youth and adult sports. △ b. Indoor moderate and high contact teams have COVID-19 testing and other additional requirements. △ c. People on an indoor high contact sport team can not play on any other team. △ d. Must maintain 6 feet when not actively playing. △ 9. Indoor water polo, ice hockey or wrestling are not allowed. △
Religious and Cultural Ceremonies Order No. C19-07 Directive 2020-34	Churches, Temples, Synagogues, Mosques and other Places of Worship	Indoor Restricted	Change as of Wednesday, March 24, 2021 1. Religious and Cultural Ceremonies capacity limits up to 50% (not including personnel). △ 2. Singing, chanting and wind instruments allowed. (See gatherings indoor social) △ 3. Unvaccinated Older Adults, unvaccinated individuals with health risks, and members of their household urged not to participate. 4. If any activity involves removal of face coverings, business is required to post Ventilation Checklist and implement at least one measure. 5. Ventilation signage must be posted including breakrooms.
Gatherings (Religious Activities and Political Protests) Order No. C19-07 Appendix C-2 Directive 2020-19	Religious Activities, Political Protests	Outdoor Restricted	Change as of Thursday, January 28, 2021 1. Religious Activities and Political Protest allowed, no capacity limits, social distancing is required. 2. Singing, chanting and wind instruments allowed. (See gatherings small outdoor). △



San Francisco Department of Public Health

Guidance

Gatherings (Indoor Private Social) Order No. C19-07 Directive 2020-19	Indoor Social Gatherings	Indoor Restricted	Change as of Wednesday, March 24, 2021 1. A maximum of 12 people from <u>3 households</u> may gather indoors for a private social gathering. Δ 2. Pending State allowance, households mixes can include <u>unmasked fully vaccinated individuals</u> with: 1) unmasked fully vaccinated individuals 2) unmasked unvaccinated low risk individuals, or 3) masked unvaccinated higher risk members of a single household who are physically distanced. Δ 3. Singing, speaking, chanting and playing wind instruments. Performers must be 12 feet of distance from other households. Anyone who is singing, speaking, or chanting must wear a face covering and anyone playing any wind instruments must have an instrument cover. Δ
Gatherings (Small Outdoor) Order No. C19-07 Directive 2020-19		Outdoor Restricted	Change as of Wednesday, March 24, 2021 1. A maximum of 25 people from <u>3 households</u> may gather outdoors. No eating or drinking allowed. Δ 2. Singing, chanting, speaking and playing wind instruments. Performers with a mask, 6 feet distance from others. Performers without a mask, 12 feet distance from others. Audience: with a mask, 12 feet from the performers. Δ
Gatherings (Meal) Order No. C19-07 Directive 2020-19		Outdoor Restricted	Change as of Wednesday, March 24, 2021 1. A maximum of 6 people from <u>3 households</u> , may gather outdoors if eating and drinking are involved. Δ
Gatherings (Drive-In) Order No. C19-07 Appendix C-2 Directive 2020-28	Drive in Movie Theaters	Outdoor Restricted	Change as of Wednesday, March 24, 2021 1. Drive-In Gatherings capacity limits of up to 100 Vehicles . 2. Food and beverage concessions allowed. Must follow distancing and masking protocols with ordering and pickup. 3. Live entertainment allowed including Singing, speaking, chanting and wind instruments. (See gatherings small outdoor). Δ
Outdoor Music and Art Festivals and Performances Order No. C19-07 Directive 2021-02	Outdoor Performances	Outdoor Restricted	Change as of Wednesday, March 24, 2021 1. Starting April 1, a maximum of 50 people may attend festival or performance with seating. Δ 2. No assigned seating required but members of different households must maintain at least 6 feet distancing. Δ 3. If food is available, seated groups up to 6 people from <u>3 households</u> . Δ 4. Food and beverages are allowed for consumption only while patrons are in seats. 5. Live entertainment allowed including singing, speaking, chanting and wind instruments. (See gatherings small outdoor). Δ 6. The organizer must submit a health and safety plan. Δ
Long Term Care Facilities Order No. C19-03c Order No. C19-01d Order No. C19-09c	Includes: Skilled Nursing Facilities (SNF); Resident Care Facilities for the Elderly (RCFE); Adult Residential Facility (ARF); Residential Care Facilities – Continuing Care, Social Rehabilitation Facilities, and Residential Care Facility for the Chronically III.	Outdoor/ Indoor Restricted	Change as of Wednesday, March 10, 2021 1. All visitation types must align with CA State Guidance (CDPH and CDSS) or visitation at Long Term Care Facilities. Review CA state guidance for policies and procedures. Δ a. “Necessary” visits may occur when there is an urgent health, legal, time-sensitive, or other critical need. b. “Allowed” Indoors in both a communal space and in-room. Δ c. Alternatives to indoor visits (such as facility window visits, vehicle visits, outdoor visits, and telephone/video visits)