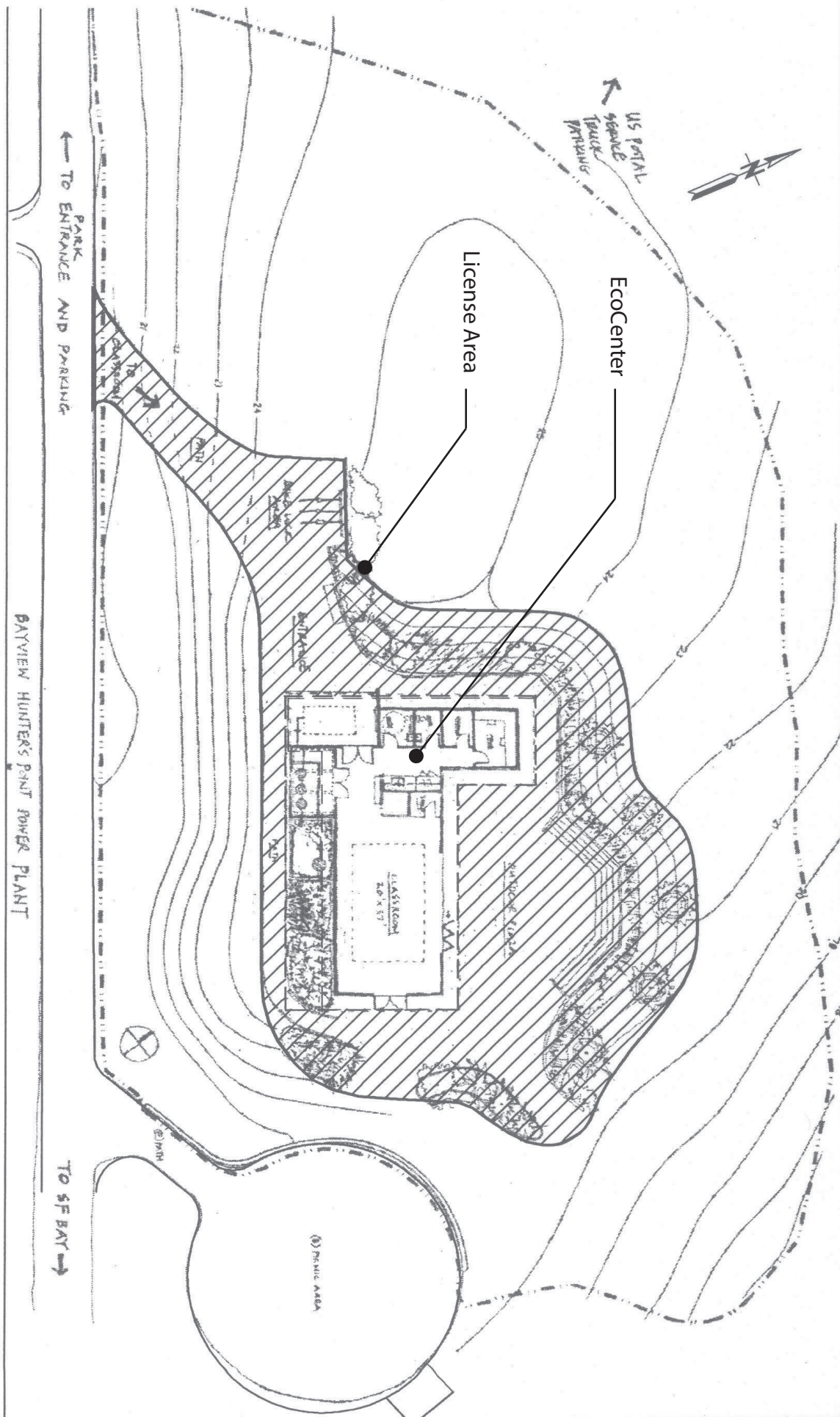


Exhibit A. Site Location, The EcoCenter at Heron's Head Park



Exhibit B. Site Plan for Lease Opportunity



SCALE: 1"=30'

 NON-EXCLUSIVE LICENSE
AREA ≈ 6,058 SQ. FT.
(NOT INCLUDING FLOOR PLAN AREA)



**CITY AND COUNTY OF SAN FRANCISCO
LONDON N. BREED, MAYOR**

MEMORANDUM OF UNDERSTANDING

MOU M-16511

BY AND BETWEEN

THE SAN FRANCISCO PORT COMMISSION

AND

THE SAN FRANCISCO RECREATION AND PARK DEPARTMENT

REGARDING

THE ECOCENTER FACILITY AT HERON'S HEAD PARK

**ELAINE FORBES
EXECUTIVE DIRECTOR**

SAN FRANCISCO PORT COMMISSION

**KIMBERLY BRANDON, PRESIDENT
WILLIE ADAMS, VICE PRESIDENT
GAIL GILMAN, COMMISSIONER
VICTOR MAKRAS, COMMISSIONER
DOREEN WOO HO, COMMISSIONER**

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EXHIBITS AND SCHEDULES

EXHIBIT A	MAP OF PREMISES
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SCHEDULE 1	FEMA NOTICE
SCHEDULE 2	HAZARDOUS MATERIALS DISCLOSURE

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("**MOU**") dated for reference purposes only as of March 1, 2019, is entered into by and between the Recreation and Park Department ("**RPD**") and the San Francisco Port Commission ("**Port**"), each a department of the City and County of San Francisco ("**City**"), regarding the EcoCenter at Heron's Head Park.

RECITALS

A. Under the Burton Act (Chapter 1333 of Statutes 1968, as amended) and San Francisco Charter Section 4.114, the administration and control of real property transferred to the City by the State of California pursuant to the legislative trust grant, including the area encompassing the real property which is the subject of this MOU, is vested in the Port.

B. RPD's mission is to provide enriching recreational activities, maintain beautiful parks, and preserve the environment for the well-being of everyone in our diverse community. RPD has been and will continue to be an organization that puts the needs of the community first.

C. The EcoCenter at Heron's Head Park (the "**EcoCenter**"), located at 32 Jennings Street, occupies approximately 2,300 square feet within the Port's Heron's Head Park. The EcoCenter is LEED Platinum certified, featuring a living roof, solar power, rainwater capture and on-site wastewater treatment system. Its only connection to municipal utilities is the potable water supply. Heron's Head Park is a 22-acre open space dedicated to wetland and wildlife habitat and passive recreation. Heron Head's Park is a signature park on the "Blue Greenway" and a destination for San Francisco residents and visitors from throughout the Bay Area. The EcoCenter was planned and constructed in order to promote public access and deliver high quality programs focusing on green building, sustainable resource use, environmental justice, experiential learning and community engagement for San Francisco's southeastern neighborhoods as well as a broad spectrum of participants of various ages and backgrounds. The EcoCenter and an approximately 6,000 sq. ft. portion of Heron's Head Park immediately surrounding the EcoCenter are collectively referred to herein as the "**Premises**". To date, a series of private parties have operated the Premises under lease agreements with the Port.

D. RPD manages over 4,000 acres of recreational land, which includes 181 playgrounds and play areas, 82 recreation centers and club houses, 222 neighborhood parks, and serves over 880,000 San Francisco residents. Since 2010, RPD has provided approximately 3,200 hours/year of stewardship, education, and youth development at Heron's Head Park through its Youth Stewardship and Greenager Programs. RPD has maintained consistent staff knowledgeable about Heron's Head Park's landscape, history, community members, and seasonal maintenance responsibilities. RPD's long-term commitment, values, mission, ties with community partners, and broad reach make it the ideal party to operate the Premises. In operating the Premises, RPD will continue to provide rich environmental stewardship and recreational programming in line with the Port's mission.

E. The Port and RPD now wish to enter into this MOU to allow RPD to operate the Premises on the terms and conditions described in this MOU. This MOU will allow the Port and RPD to continue and expand on educational programming while serving the community as a gathering space as a spoke and hub model. RPD will leverage its expertise, tenure in the community and partnerships in providing recreational opportunities and creating leadership pathways for local youth to further activate the Premises, which will result in activating Heron's Head Park as a whole.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

AGREEMENT

1. RECITALS

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

2. PREMISES.

The Premises is described in Recital C and more particularly depicted on *Exhibit A* attached hereto.

The Premises is to be open to members of the general public for use and enjoyment, and Heron's Head Park is subject to certain regulatory requirements imposed by the Bay Conservation and Development Commission ("BCDC") under Permit M98-3 (as amended through Amendment No. Two, dated April 27, 2006), as amended.

RPD acknowledges and agrees that it is familiar with the Premises, accepts the Premises in its "as is" condition, without any improvements or alterations by Port, without representation or warranty of any kind, and subject to all applicable laws governing its use, occupancy and possession. RPD acknowledges that it has received and reviewed the FEMA disclosure notice attached as *Schedule 1*. RPD acknowledges and agrees that it has investigated and inspected the condition of the Premises and the suitability of the Premises for RPD's intended use. RPD acknowledges and agrees that Port has not made, and Port hereby disclaims, any representations or warranties, express or implied, concerning the rentable area of the Premises, the physical or environmental condition of the Premises, the present or future suitability of the Premises for RPD's intended use, accessibility of the Premises or any other matter whatsoever relating to the Premises, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. RPD must disclose the information contained in this Section to any proposed subtenant at the Premises.

3. EFFECTIVE DATE

The "**Effective Date**" of this MOU shall be when fully executed.

4. TERM.

The "**Term**" of this MOU shall begin when the MOU is fully executed and continue for nine (9) years unless terminated as provided herein. Following the expiration of the Term, this MOU shall continue on a month-to-month basis at which point either party may terminate the MOU with 30-days' prior written notice.

5. NO USE FEE

Use of the Premises by RPD for public recreational and leisure purposes will enliven the waterfront by attracting people to the waterfront and raising awareness of the waterfront and its benefits and amenities at no increased cost to Port. In lieu of paying a use fee and as a material consideration for the Port entering this MOU, except as otherwise provided in this MOU, RPD shall ensure the Premises is open to the public during the Public Access Hours (as defined in Section 6) and deliver the programming required by this MOU and the Operations and Program Plan attached hereto as *Exhibit B*, as may be amended under this MOU.

6. PERMITTED USE

The Premises shall be used for education and public access with focus on green building, sustainability, and the San Francisco Bay environment, and community meeting and assembly space for purposes related to the educational mission as further described in the Operations and Program Plan (the “**Permitted Uses**”). The Premises must be open for free public access at least five (5) days/week, including at least one weekend day/week (the “**Public Access Hours**”). The Port shall cause Heron’s Head Park to be open to the public at all times except between thirty minutes after sunset and thirty minutes before sunrise or as-needed to allow maintenance or construction in the park. RPD shall use its best efforts to ensure that all of the Premises is used continuously during the Term for the Permitted Uses and requirements of this MOU and subject to Section 8, RPD shall not reduce existing Public Access Hours without the prior written consent of Port.

RPD may sell branded and other program-related merchandise at the Premises for the purposes of promoting its own organization and fundraising for the Premises.

RPD may host special events as further described in the Operations and Program Plan which specifies when Port consent is required. Community meetings are not considered to be special events that require the Port’s prior consent and may be held outside of regular operating hours. Port cannot grant consent for any activity that require a Building Permit, Encroachment Permit or Special Event Permit and RPD must obtain any required permit.

RPD shall provide the environmental programming described in the Operations and Program Plan and RPD's failure to do so without timely curing such failure will be a material breach of this MOU. As long as it is permitted under the Operations and Program Plan, RPD may charge fees for certain programs to the extent needed to recover costs for materials or other direct expenses related to providing the subject program. Port may, from time to time, review the Operations and Program Plan and recommend revisions; provided, however, that it can only be amended with the written consent of each party, each acting in its sole discretion. RPD agrees to maintain records regarding its programming at the Premises, including type of program, organization or institution participating, and number of participants, and to provide quarterly reports to Port describing same. RPD shall cooperate with the Port representatives during the course of any review of RPD's operations and programming at the Premises.

All Permitted Uses shall be conducted by RPD contractors, subcontractors, employees, volunteers, or other operators and entities selected by RPD, each of whom shall be deemed to be RPD's agent or invitee (collectively, “**RPD Users**”). Each RPD User shall be subject to all terms and conditions of this MOU, and a breach by a RPD User constitutes a breach by RPD. RPD is responsible for ensuring that each RPD User is aware of and complies with all of the provisions of this MOU. Unless otherwise provided by the Operations and Program Plan, RPD may choose its own RPD Users and RPD Users are not subject to Port consent; however, a transfer or assignment of all of the entirety of the obligations under this MOU to a third party is prohibited.

7. RESTRICTIONS ON USE; COMPLIANCE WITH LAW

RPD shall not use or permit the Premises, or any part thereof, to be used for any purposes that would materially interfere with the primary purposes of public access and education as set forth in Section 6 of this MOU. The Port has the absolute right to veto any use of the Premises that is inconsistent with public trust requirements or the BCDC permit. RPD agrees not to make any material improvements or alterations to the Premises without the prior written consent of Port (which consent shall not be

unreasonably withheld) as well as obtaining any necessary Port regulatory permits; provided, however, that repairs or replacements with similar materials or improvements that do not change the functionality or dimensions of the Premises will not require Port consent.

Except as otherwise described in the Operations and Program Plan or this MOU, RPD shall not: (a) allow overnight stays at the Premises without Port's prior consent; (b) conduct or allow activities that would prevent or impede public access to the Premises, or erect or maintain anything that would materially interfere with views of San Francisco Bay or other intended public uses; (c) allow any activity that requires an After Hours Permit from the San Francisco Police Department without Port's prior consent; or (d) allow or conduct retail sales.

8. MAINTENANCE; SURRENDER OF PREMISES

Except for damage caused by the negligence RPD, including failure to supervise an RPD User (for which RPD will be responsible), the Port shall be responsible for maintenance and repair of the EcoCenter and its building systems (including plumbing, electrical, fire protection, life safety, and other mechanical and electrical systems) in their current configuration and condition. RPD will be responsible for any security, communications, and janitorial services it desires for the Premises and shall conduct routine visual observation of the EcoCenter building systems. The parties' respective obligations with respect to the EcoCenter building systems are further described in the Building Systems Obligation Plan attached hereto as *Exhibit C*. If either party notifies the other party of any matter that requires maintenance and repair and is that party's responsibility under this MOU, the responsible party shall diligently pursue such maintenance and repair to completion. If such maintenance or repair matter substantially interferes with the Permitted Uses or threatens public health or safety, RPD shall have the right to close the Premises to the public until the Port resolves such matter.

At the expiration or earlier termination of this MOU, RPD shall surrender the Premises in at least as good condition as when received, normal wear and tear and the changes from the Port Repairs excepted, clean and free of any items stored on the Premises by RPD, and shall repair any damage to the Premises caused by RPD's use unless such damage is normal wear and tear.

Notwithstanding the foregoing, nothing contained herein shall require either RPD or the Port to repair or replace any damage to the Premises resulting from acts of war, earthquake, tidal wave, other acts of nature.

9. INSURANCE

(a) Third Parties Coverage. Port recommends that RPD require RPD Users to obtain insurance with the following coverage amounts, and in the form generally required by the City's Risk Manager. RPD, in its discretion, shall require each RPD User to secure the insurance coverage specified below as applicable. RPD's requirements for RPD Users to obtain or not obtain insurance shall in no way relieve or decrease RPD's liability under this MOU.

(i) General Liability Insurance. Comprehensive or commercial general liability insurance, with limits not less than One Million Dollars (\$1,000,000.00) each occurrence combined single limit for bodily injury and property damage, including coverages for contractual liability, independent contractors, broad form property damage, personal injury, products and completed operations, fire damage and legal liability with limits not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) and explosion,

collapse and underground (XCU) coverage during any activity on or alteration or improvement to the Premises.

(ii) Automobile Liability Insurance. Comprehensive or business automobile liability insurance with limits not less than One Million Dollars (\$1,000,000.00) each occurrence combined single limit for bodily injury and property damage, including coverages for owned and hired vehicles and for employer's non-ownership liability, which insurance shall be required if any automobiles or any other motor vehicles are operated by such party by such party on the Premises.

(iii) Worker's Compensation; Employer's Liability. Worker's Compensation Insurance with Employer's Liability limit not less than One Million Dollars (\$1,000,000.00) for each accident, injury or illness, on employees eligible for each.

(iv) Personal Property Insurance. Each party, at its sole cost and expense, shall procure and maintain on all of its personal property and improvements and alterations, in, on, or about the Premises, property insurance on an all risk form, excluding earthquake and flood, to the extent of full replacement value. The proceeds from any such policy shall be used by such party for the replacement of its personal property.

(v) Special Events/Participants. If a party holds special events at the Premises, such party, at its sole cost and expense, shall procure and maintain Special Events/Participants Liability (GL) coverage insurance acceptable to Port, with limits not less than One Million Dollars (\$1,000,000.00).

(vi) Other Coverage. Such other insurance or different coverage amounts as is required by applicable law or as is generally required by commercial owners of facilities similar in size, character, age and location as the Premises, as may change from time to time, or as may be required by the City's Risk Manager.

(b) **Waiver of Subrogation Rights**. RPD is responsible for performing its obligations under this MOU but is not required to carry any third-party insurance for the Premises. Before entering into any written agreement that allows a third party to use or perform work at the Premises, RPD shall require such party to (i) waive any right of recovery against City, including but not limited to the Port and RPD, for any loss or damage sustained by such party with respect to the Premises or any portion thereof or the contents of the same or any operation therein, whether or not such loss is caused by the fault or negligence of the City, to the extent such loss or damage is covered by insurance which such party is required to purchase under such agreement or is actually covered by insurance obtained by such party, and (ii) to agree to cause its insurers to issue appropriate waiver of subrogation rights endorsements to all policies relating to the Premises; provided, the failure to obtain any such endorsement shall not affect the above waiver.

(c) **Port Must be Named**.

(i) All liability insurance policies required by RPD shall name as additional insureds the "**CITY AND COUNTY OF SAN FRANCISCO AND THE SAN FRANCISCO PORT COMMISSION AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS**".

RPD shall, upon Port's request, promptly furnish Port with a complete copy of any insurance policy required hereunder.

10. CLAIMS AND DAMAGES

Because Port will not be receiving any fees for the use of the Premises and because of certain funding restrictions imposed on Port funds due to public trust restraints, it is the understanding of the parties that Port shall not expend any funds due to or in connection with RPD's use of the Premises except as otherwise specified in this MOU. Therefore, RPD agrees to be responsible and cause each RPD User to be responsible for all costs associated with all claims, damages, liabilities or losses which arise (i) as a result of the handling of Hazardous Materials on or about the Premises by RPD or a RPD Users; or (ii) out of any injuries or death of any person or damage of any property occurring in, on or about the Premises from any cause.

In addition, any agreement with any RPD User shall require the RPD User to waive all claims against City relating to any injury, accident or death of any person in or about the Premises or Heron's Head Park from any cause whatsoever (except to the extent caused solely and directly by the gross negligence or willful misconduct of City or its agents) and to indemnify the City for all losses and claims arising from such RPD Users' activities at the Premises.

The foregoing obligations of RPD and any RPD User shall survive the expiration or termination of this MOU and any RPD User's agreement with RPD with respect to the Premises.

11. PRESENCE OF HAZARDOUS MATERIALS

California law requires landlords to disclose to tenants the presence or potential presence of certain Hazardous Materials. Accordingly, RPD is hereby advised that Hazardous Materials (as herein defined) may be present on or near the Premises, including, but not limited to vehicle fluids, janitorial products, tobacco smoke, and building materials containing chemicals, such as lead and formaldehyde. Further, the Hazardous Materials listed in the reports listed in *Schedule 2* are present on the property, copies of which have been delivered to or made available to RPD. By execution of this MOU, RPD acknowledges that the notice set forth in this Section satisfies the requirements of California Health and Safety Code Section 25359.7 and related Laws. RPD must disclose the information contained in this Section to any RPD User. RPD also acknowledges its own obligations pursuant to California Health and Safety Code Section 25359.7 as well as the penalties that apply for failure to meet such obligations.

12. DEFAULT BY RPD

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

(a) Use of the Premises by RPD or an RPD User in a manner inconsistent with this MOU, as determined by Port in its sole and absolute discretion, if such use continues for a period of thirty (30) days following written notice from Port; or

(b) Failure to perform by RPD or an RPD User any other provision of this MOU if that failure is not cured within ninety (90) days after Port has given written notice of the failure to RPD. If the default cannot reasonably be cured within ninety (90) days,

RPD shall not be in default of this MOU if RPD commences to cure the default within such ninety (90) day period and diligently and in good faith continues to cure the default.

(c) Upon the occurrence of default by RPD with respect to the Premises, Port may at its option, with 120 days' notice to RPD, terminate RPD's right to possession of the Premises.

13. DEFAULT BY THE PORT

The Port's failure to perform any of its obligations under this MOU within ninety (90) days after RPD has given written notice of the failure to the Port; provided, however, that if the default cannot reasonably be cured within ninety (90) days, the Port shall not be in default of this MOU if the Port commences to cure the default within such ninety (90) day period and diligently and in good faith continues to cure the default.

14. TERMINATION.

Upon the occurrence of default by either party with respect to the Premises, either party may at its option, with one hundred twenty (120) days' notice, terminate this MOU and RPD's right to possession of the Premises.

15. ENTRY BY PORT

The Port may enter the Premises at any reasonable time, for inspection, inventory or maintenance and repairs, and when otherwise reasonably necessary for the protection of the Port's interests. Such entry shall be conducted in a manner that reasonably limits any impact on the Permitted Uses. Port shall not be liable in any manner, and RPD hereby waives any claim for damages, for any inconvenience, disturbance, loss of business, nuisance, or other damage, arising out of Port's entry onto the Premises or performance of any necessary or required work on the Premises, or on account of bringing necessary materials, supplies and equipment into or through the Premises during the course thereof, except damage resulting solely from the willful misconduct or gross negligence of Port or its authorized representatives.

16. NOTICE

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

Address for Port: Deputy Director, Real Estate and Development
Port of San Francisco
Pier One
San Francisco, CA 94111

Telephone No: (415) 274-0501
Fax No: (415) 274-0578

Address for RPD: Dana Ketcham
Director of Property

San Francisco Recreation and Park Department
McLaren Lodge
San Francisco, CA 94117

Telephone No: (415) 831-6868
Fax No: (415) 831-2099

Any notice hereunder shall be deemed to have been given two (2) days after the date when it is mailed if sent by first-class or certified mail, one day after the date it is mailed, if sent by overnight courier, or upon the date personal delivery is made. For convenience of the parties, copies of notices may also be given by email, facsimile or telephone to the address or numbers set forth above or such other address or number as may be provided from time to time; however, neither the Port nor RPD may give official or binding notice by email, telephone or facsimile.

17. MINERAL RESERVATION

The State of California, pursuant to Section 2 of Chapter 1333 of the Statutes of 1968, as amended, has reserved all subsurface mineral deposits, including oil and gas deposits, on or underlying the Premises. In accordance with the provisions of said Statutes, Port and RPD shall and hereby do grant to the State of California the right to explore, drill for and extract said subsurface minerals, including oil and gas deposits, from such areas.

In no event shall Port be liable to RPD for any claims arising from such exploration or drilling, nor shall such exploration or drilling constitute an actual or constructive eviction of RPD, or otherwise relieve RPD from any of its obligations under this MOU.

18. UTILITIES

The Port shall be responsible for the actual costs for water service to the Premises. RPD waives any claims against the Port for such service.

19. ENTIRE AGREEMENT

This MOU (including attached exhibits, if any) contains the entire understanding between the parties with respect to the subject matter hereof.

20. APPROVALS

All approvals under this MOU and any agreements contemplated hereby may be given by the RPD General Manager and the Port Executive Director, or their respective designees, except as otherwise specified herein or in the City Charter or the City's Municipal Code.

21. AMENDMENTS

This MOU may be amended or modified only by a signed writing of the parties. The RPD General Manager and Port Executive Director, in consultation with the City Attorney, may execute such written amendments on behalf of their respective departments, provided the amendments are in the best interests of their respective departments, do not materially increase the obligations or liabilities of their respective

departments, are necessary or advisable to effectuate the purposes of this MOU, and are in compliance with all applicable laws.

[REMAINDER OF PAGE LEFT BLANK]

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

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation operating by and through the SAN FRANCISCO PORT COMMISSION

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

By: _____
ELAINE FORBES
Executive Director
Port of San Francisco

By: _____
PHIL GINSBURG
General Manager
San Francisco Recreation and Park Department

Date Signed: _____

Date Signed: _____

REVIEWED:
DENNIS J. HERRERA, City Attorney

By: _____
Rona H. Sandler
Deputy City Attorney

Recreation and Park Commission Resolution No.
Port Commission Resolution No.

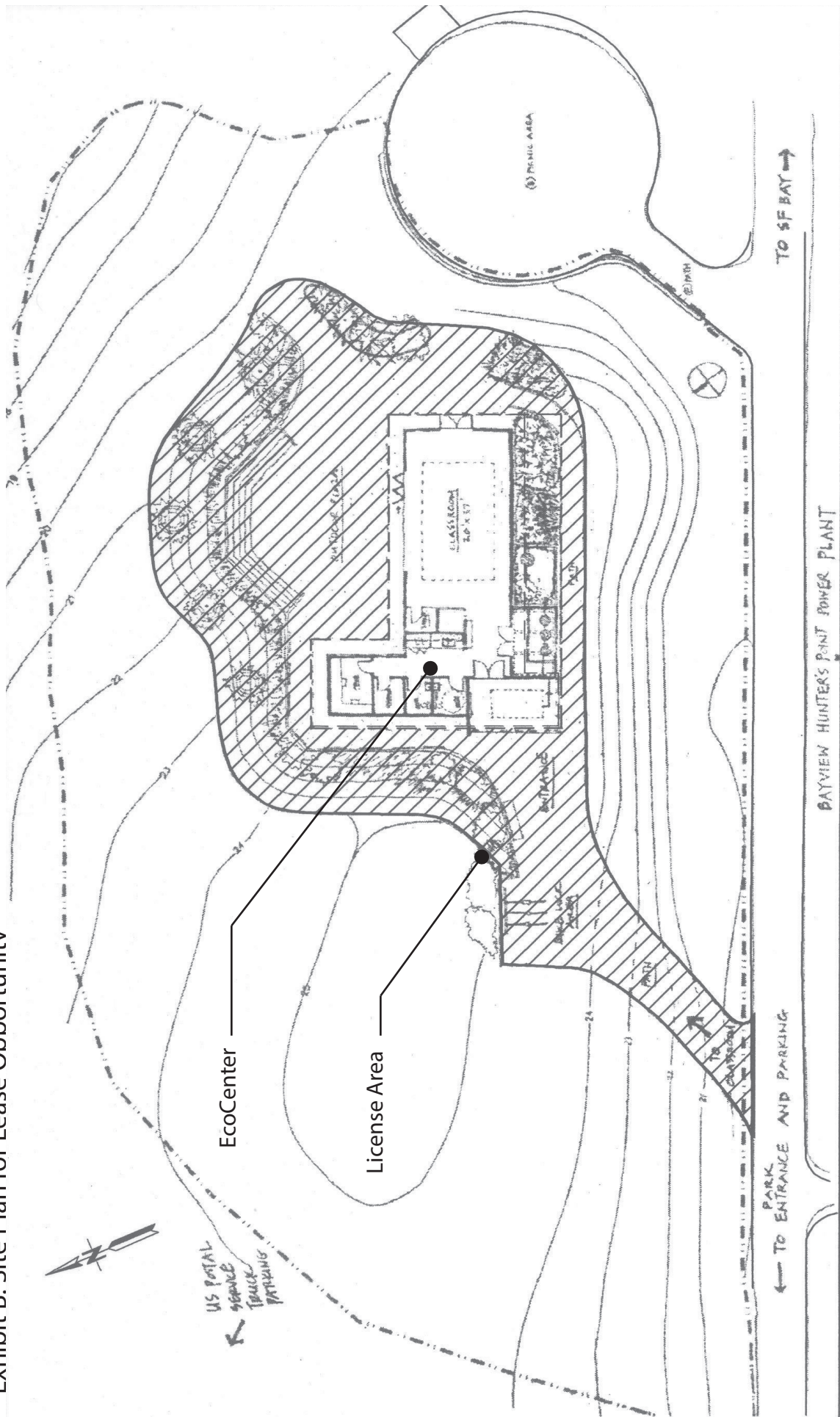
MOU Prepared By: [_____] (initial)

EXHIBIT A

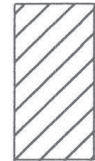
MAP OF PREMISES

[Attachment on following page]

Exhibit B. Site Plan for Lease Opportunity



SCALE: 1" = 30'



NON-EXCLUSIVE LICENSE
AREA ≈ 6,058 SQ. FT.
(NOT INCLUDING FLOOR PLAN AREA)

EXHIBIT B

OPERATIONS AND PROGRAM PLAN

[Attachment on following page]

Operations and Program Plan Heron's Head Park EcoCenter

The San Francisco Port Commission

and

The San Francisco Recreation and Park Department

Table of Contents

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Operations and Program Plan

1.0 Introduction and Vision

The Heron's Head Park EcoCenter is an incredible space for environmental education, public outreach, and for helping people connect with the beauty of San Francisco's wild landscapes through recreational and leisure activities. It represents one of San Francisco's best examples of sustainable solutions to adverse human impacts on the environment. The EcoCenter is a model for green building, sustainable resource use, environmental justice, and experiential learning.

The project was a community-designed initiative, having integrated the voices of hundreds of community members over the course of a decade of planning. The San Francisco Recreation and Park Department (SFRPD) intends to honor the original intent of this facility, to the extent necessary, to provide educational programming and serve the communities in the southeast through environmental stewardship and recreational programming in line with the Port's mission.

SFRPD will work in collaboration with existing stakeholders such as Bayview Mobilization for Adolescent Growth in our Communities (Bmagic), City College of San Francisco, Woo Yee Children's Services and A. Philip Randolph Institute, through the EcoCenter Advisory Committee, to continue developing the EcoCenter as a thriving hub for all facets of the surrounding community by strengthening and building on the EcoCenter's existing educational programming and partnerships. This collaboration will draw on our institutions collective experience in education, programming, community outreach and coordination and the guidance from EcoCenter staff, leaders and residents from the Bayview Hunter's Point (BVHP) community, park volunteers, working professionals, and students of all ages.

2.0 Organizational Structure and Responsibilities

The roots of San Francisco's Recreation and Park Department stretch back to the 1870s, when city officials, responding to residents' demands for a large public park, established a Park Commission to oversee the development of Golden Gate Park. Over the years, many more parks were added to the system, and playgrounds, athletic fields, and recreational facilities were developed under the auspices of the Recreation Commission. In 1950, the two commissions were merged, and the modern Recreation and Park Department was born.

Today the department, overseen by the Recreation and Park Commission, administers more than 220 parks, playgrounds, and open spaces, including two outside the city limits. The system includes 25 recreation centers, nine swimming pools, five golf courses and numerous tennis courts, ball diamonds, soccer fields and other sports venues. Included in the department's responsibilities are the Marina Yacht Harbor, the San Francisco Zoo, and the Lake Merced Complex, and now in partnership, the EcoCenter Facility. SFRPD is committed to provide enriching educational and recreational activities, maintain the integrity of the EcoCenter and surrounding landscape for the well-being of everyone in the Bayview Hunter's Point Community.

The San Francisco Recreation and Park Department's Mission is to provide enriching recreational activities, maintain beautiful parks and preserve the environment for the well-being of everyone in our diverse community. Since 2009, SFRPD has created new, innovative recreation programs and summer camps, encouraging everyone to connect with nature and get out and play. SFRPD Executive Director, Phil Ginsberg, has more than a decade of experience in San Francisco city government. Under his guidance, SFRPD has completed several water conservation projects, cultivated nearly 204,000 hours of annual support from volunteers, developed youth environmental stewardship programs, and launched a citywide program to manage San Francisco's urban agriculture and community gardening efforts.

SFRPD will hold the lease agreement for the EcoCenter and assume all administrative, financial, and operational responsibility as stated in the MOU. Responsibilities include the provision of adequate staff for the terms of the lease and for the execution of programs and access to the facility at least 5 days/week. SFRPD will offer and coordinate use of the EcoCenter to any community and environmental organizations, free of charge, outside the EcoCenter's operating hours for meetings, programs, and relevant events as articulated in the MOU.

2.1 SFRPD and its Collaborators

SFRPD will work with APRI and Bmagic as its principal collaborators to steward the EcoCenter and its landscape with a multitude of other educational and community supporters. SFRPD, with the support of its collaborators, will work

towards building the EcoCenter trajectory as a community nature and welcome center for the BVHP community focusing on a variety of programs and activities such as varied education, social justice, place-based learning, and beyond. This collaboration will explore and promote shared interests and expertise, which can be pursued through a variety of initiatives including but not limited to public outreach, educational programs, community enrichment activities, and volunteer programs.

SFRPD has negotiated and signed a Memorandum of Understanding (MOU) with the Port of San Francisco. Further information on roles and responsibilities for the collaborators are discussed in subsequent sections. Other collaborators may be added as SFRPD develops programming at the EcoCenter.

2.2 EcoCenter Staffing Plan

Hours of Operation for the public		Sun	Mon	Tue	Wed	Thu	Fri	Sat
		9:30-3:30	CLOSED	CLOSED	9:30-3:30	9:30-3:30	9:30-3:30	9:30-3:30
YS EcoCenter Schedule	Staff	Sun	Mon	Tue	Wed	Thu	Fri	Sat
EcoCenter Manager	Brenda	8:30-5	Closed	Closed	8:30-5	8:30-5	8:30-5	
Program Coordinator	Liz	8:30-5	Closed	Closed	8:30-5	8:30-5		
Outdoor Educator	Carissa		Closed	Closed	10-3:30		10-3:30	8:30-5
EcoCenter Co-Manager	Tracy		Closed	Closed			10-2:00	8:30-5
Outdoor Educator	Vanessa		Closed	Closed		8:30-5		
Outdoor Educator	Kiran	8:30-5	Closed	Closed				
Program Coordinator	Lydia		Closed	Closed				8:30-5

Our staffing plan includes placing 7 paid positions that mirror the SFRPD’s structure: Program Manager, Facility Coordinator, Environmental Educators and Outdoor educators. These positions will be filled by existing Rec and Park staff who currently provide Heron’s Head Park with demonstrated leadership and expertise on coordination, outreach, special events, and youth volunteer services. Staff roles as follows:

- Brenda Cartagena, Manager: Youth Volunteer Services (YVS) Manager at SFRPD, CCSF and SFSU Alum
- Tracy Phan, Supervisor: Senior Program Coordinator with YVS
- Elizabeth Koch, Program Coordinator: Education Coordinator with YVS
- Lydia Nichols-Russell, Program Coordinator: Scheduling Coordinator with YVS
- Carissa Ortega, Outdoor Educator: Assistant Program coordinator YVS, SF State student, EcoCenter Intern Alum
- Kiran Melnyk, Outdoor Educator: Restoration Coordinator with YVS
- Vanesa Cabrera, Outdoor Educator: Outreach Coordinator with YVS

Rec and Park Staff will continue to run existing programs in Heron’s Head Park while taking on and managing the daily operations at the EcoCenter Building and surrounding landscape, including the ongoing stewardship of the upland and wetland habitats in Heron’s Head Park.

Rec and Park and its collaborators will plan and implement new programs at the EcoCenter to eventually provide after-school programming for youth. Additionally, Rec and Park intends to pursue funding that will enable adding additional staff and programs that cater to the community. These position(s) would strengthen the collaboration between Rec and Park staff, APRI and BMagic and hopefully increase the community presence and programming at the EcoCenter.

2.3 Key Staff - Qualifications and Roles

Key EcoCenter and titles are listed above.

We have provided additional information about these key staff and their roles below for reference.

Brenda Cartagena, Youth Volunteer Services Manager, SFRPD

Brenda Cartagena's role at the EcoCenter is to direct the implementation of new educational and outreach programming at the EcoCenter in collaboration with Tracy Phan and APRI's Jackie Flin. She will Co-chair the Community Advisory Committee with Ms. Flin and will work with APRI to implement committee recommendations, in addition to overseeing the integration of new and existing programming at the EcoCenter, help direct the development of educational materials, interpretive programs, and volunteer programs in collaboration Rec and Park, A.PRI, Bmagic, Audubon Society and other community organizations.

Brenda Cartagena has B.A. in Geography, Resource Management from San Francisco State University and is an alum of Youth Outside's Rising Leaders Fellowship pilot program of 2015, focusing on shifting culture change within a social justice and equity lens in her organization.

Tracy Phan, EcoCenter Supervisor

Tracy Phan's role is EcoCenter Supervisor. Her role is to assist with execution of tours and programs, provide co-managerial support to the EcoCenter Manager regarding the integration of new and existing programs, operation of the EcoCenter, and planning and coordinating with coordinators to steward of Heron's Head Park for the benefit of the park and programs.

Tracy has a B.A. in Fine Arts from the University of California, Davis Campus and is an Outdoor Educators Institute Alum, 2017.

Elizabeth Koch, EcoCenter Coordinator

Elizabeth Koch's role is EcoCenter Coordinator. This role is responsible the execution of tours and programs and assist the EcoCenter Manager to ensure access to the facility for APRI and Bmagic programs, and other after hours use of the EcoCenter.

Elizabeth goes by Liz has an M.S. in Applied Marine and Watershed Science from California State University, Monterey Bay and B.S. in Marine Biology California State University, Long Beach.

Lydia Nichols-Russell, EcoCenter Coordinator

Ltydia Nichols-Rusell's role is EcoCenter Coordinator. This role is responsible the execution of tours and programs and assist the EcoCenter Manager and Supervisor to ensure access to the facility for APRI and Bmagic programs, and other after hours use of the EcoCenter.

Lydia has B.S. in Environmental Science and a B.A., French from the University of Maryland--College Park and is an Outdoor Educators Institute Alum, 2018.

Kiran Melnyk, Environmental and Outdoor Coordinator

Kiran Melnyk's role is Environmental and Outdoor Educator. His role is to plan, assist with execute tours and programs listed in this Operations and Program plan and support EcoCenter Manager and Supervisor with operations and maintenance as needed.

Kiran has a B.A. in Environmental Studies; Minor Peace and Conflict Studies B.S from Oberlin College, Oberlin OH

Carissa Ortega, Environmental and Outdoor Coordinator

Carissa Ortega's role is Environmental and Outdoor Educator. Her role is to plan, assist with execute tours and programs listed in this Operations and Program plan and support EcoCenter Manager and Supervisor with operations and maintenance as needed.

Carissa is currently studying Environmental Sciences at San Francisco State University. Anticipated year of completion, May 2019.

Vanessa Cabrera, Environmental and Outdoor Coordinator

Vanessa Cabrera's role is Environmental and Outdoor Educator. Her role is to plan, assist with execute tours and programs listed in this Operations and Program plan and support EcoCenter Manager and Supervisor with operations and maintenance as needed.

Vanessa has a B.S. in education Ecology and Evolutionary Biology from the University of California, Santa Cruz

Note: Additional staff will be involved to assist with program development and execution from both SFRPD and APRI as necessary. These additional staff have not been listed in this document. If needed, SFRPD can provide information about these staff to the Port on behalf of all collaborators.

2.4 EcoCenter Advisory Committee

Rec and Park will assume responsibility and resume quarterly EcoCenter Advisory Committee (EAC) meetings to drive community outreach efforts, funding, and program development. We hope to directly integrate community groups and the constituencies into the day-to-day activities at the EcoCenter. SFRPD and its collaborators will work to establish broad representation from within the BVHP community by establishing this EAC of at least 5 representatives from community groups. SFRPD will connect with representatives from numerous local organizations and interest groups, who will ensure that our offerings cater to local needs, and that the people of BVHP come first. *As the EAC picks back up, SFRPD will update the Port as to EAC members/advisors, the organizations they represent and their meeting schedule.*

More information on the role of the EAC and its continued development will be discussed in Section 6.0 Community Outreach and Engagement Plan.

2.5 Key Contacts

Name	Phone	Email	Contact for
Sarah Madland SFRPD Director of Policy and Public Affairs SFRPD	415-831-2740	Sarah.madland@sfgov.org	Concerns or issues related to the EC lease.
Brenda Cartagena SFRPD Youth Volunteer Services Manager	415-218-9558	Brenda.Cartagena@sfgov.org	EcoCenter administrative questions, EAC questions, EC lease questions.
Tracy Phan SFRPD Senior Program Coordinator	415-860-3242	Tracy.Phan@sfgov.org	EcoCenter administrative questions, EcoCenter events, tour, and program scheduling and general information
Jackie Flin APRI Executive Director	510-921-4425	Jackie.aprisf@yahoo.com	EAC questions, Youth after-school program questions

3.0 Facility Operations

The EcoCenter will be open to the public free of charge Wednesdays through Sundays from 9:30AM to 3:30PM for the public and for programs. In the event of unforeseen staff emergencies, facility improvements, programming strategic planning, facility rentals or similar circumstances, SFRPD reserves the right to adjust EcoCenter hours of operation or temporarily close the EcoCenter, subject to Port approval. In the event of this type of closure, SFRPD staff will be made aware and appropriate signage will be posted at the EcoCenter and website to ensure communication.

Additionally, in the event that the EcoCenter property that is identified in the lease becomes unsafe for staff, guests, students or the environment due to environmental hazards, domestic hazards or other concerns, SFRPD reserves the right to adjust the EcoCenter hours of operation or temporarily close the EcoCenter. In the event of this type of closure, SFRPD and Port staff will be notified, and appropriate signage will be posted at the EcoCenter and via website to ensure communication.

Future development of new and/or additional programs, pending direction from the EcoCenter Advisory Committee (EAC), will determine additional hours of operation as they become funded. The facility will be kept open to accommodate any community organizations that wish to use the EcoCenter on any additional days.

The EcoCenter Program Manager should be contacted at least three weeks in advance if they wish to book the EcoCenter for a program, tour, or other event/use. The EcoCenter Program Manager will maintain a Google calendar to keep track of events at the EcoCenter. Rec and Parks' Youth Stewardship Program (YSP) personnel will continue to have access to the shared Google calendar to schedule programs and should indicate when a tour and program with the EcoCenter is to be included so staff can coordinate its planning and execution. Additionally, Rec and Park and APRI staff will be able to have access to and utilize this calendar to schedule programs and/or EAC meetings.

3.1 Policy for After Hours Use

SFRPD will review the current policy for after-hours created by BAY.org and determine by June 30, 2019 if it will adopt the existing policy or define a new one with current partners and collaborators. Guidelines for shared use of the building will be updated and all users of the facility will be required to read and abide by all policies particularly regarding health and safety concerns. All users of the facility will be contacted if they have an event scheduled and the EcoCenter must be closed to the public in the event of a wastewater treatment or electrical system maintenance or malfunction.

3.2 Operations, Maintenance, and Inspection Plan

SFRPD will collaborate to ensure that staff complete each of the following tasks, ensuring the EcoCenter is properly maintained:

- Note each day that the EcoCenter facility is staffed, no less than 5 days/week, any leaks, alarms or overflows in any of the tanks, sumps, piping or constructed wetland, or other evidence of malfunctions. If any of the above are observed, immediately contact the Port Property Manager and Wastewater Treatment System manager if applicable.
- Check energy system monitoring software for percent state of charge on batteries, energy production, and energy consumption of the electrical system in the solar room. Keep an eye on these measures to avoid dropping to low to the extent necessary. If charge drops below 50%, turn off the wastewater treatment system, lights, and other electricity users until batteries can recharge and immediately contact the Port Property Manager.

The respective operations and maintenance responsibilities of the Port and Tenant are outlined in **MOU M-16511, Exhibit C: Building Operations Obligations**. Pursuant to Exhibit C, SFRPD will monitor and report on facility usage and wastewater treatment system observation as described therein.

SFRPD will meet with Port and invite collaborators as needed to discuss maintenance, operations and programs.

4.0 Environmental Education Programs

The EcoCenter provides the ideal setting and opportunity for place-based, hands-on education in one of three remaining wetlands in San Francisco wild urban environment.

Below is a list of each type of program we will provide during our first year in operation (March 2019-February 2020), as well as additional information as to the days/hours offered for this type of program, the target audience, as well as the anticipated reach of this program in Year 1.

SFRPD will provide an annual report by the end of the 1st year and may update its program plan for Year 2 based on its first-year experience of programming.

Program Title/Type	Program Description	Days/Hours Offered	Target Audience	Anticipated Reach During Year 1
EcoCenter Nature and Welcome center	EcoCenter open to the general public to visit.	Wednesdays-Sundays 9:30 am – 3:30 pm	General park guests	4,000 general park guests
Youth Stewardship Program	<p>The Youth Stewardship Program (YSP) offers free programming to educators to engage students from 2nd – 12th grade, in environmental education and service-learning field trips in parks citywide. Each field trip consists of environmental education and hands-on habitat restoration at sites within easy access to each school group.</p> <p>Since 2010, YSP has been leading such trips at Heron’s Head Park., previously working 2nd Saturday workdays with Literacy for Environmental Justice and most recently, collaborated with Bay.org on joint trips throughout the school year.</p> <p>Our mission is to foster in youth an understanding of their important role in helping to build healthy social and natural communities.</p>	Varied – based on the scheduling of YSP	K-12 students, teachers and chaperones	400 students, teachers and chaperones
Greenagers Program	The Greenagers Program is a youth leadership program for 9th and 10th grade students that live in or attend a school in the southeast or northeast sectors of San Francisco. Our mission is to empower youth from the Southeast and Northeast sectors of San Francisco to become community and environmental youth leaders through civic engagement, park stewardship and outdoor recreation opportunities.	Based on Greenager Program Schedule	K-12 students, teachers and chaperones	400 students, teachers and chaperones
Volunteer Program	<ul style="list-style-type: none"> • Recurring 2nd Saturdays of the month every year • International Coastal Clean-up- Annual event • Place adult volunteer groups at Heron’s Head Park (continuous, dates and times vary) • Work with Golden Gate Audubon Society to engage businesses interested in volunteer opportunities 	Dates and times will vary and depend on Orgs seeking volunteer services	College students, professors, working professionals, and other adult groups.	200+
Public weekend Programs	<ul style="list-style-type: none"> • Weekend offerings will be a mix of volunteer events (Greenagers Saturday restoration events, shoreline and/or park cleanup events), engaging public programming with demonstrations and hands-on activities • We will add an additional Sunday Trail Public Engagement ambassador program (Trail P.E.A.P) led by YSP to connect with park visitors and engage them in a few historical park facts, fun Natural elements of the park and entice them to visit the Eco Center. • Conduct intercept surveys with park users each day we’re there for the next several months to create a solid baseline. • Conduct Drop-in tours of EcoCenter (D.I.T)- Impromptu 		General park or EcoCenter guests	480 general park guests

After-school youth programs	SFRPD and APRI will work towards offering a year-round youth program intended to capture youth between the ages 14-24 from diverse Southeast communities and connect them to enrichment and career inspiring opportunities. We will provide technical support for internship applications, interviews, career preparation and employment retention. We will utilize a vast network of program supporters, educational institutions, neighborhood service connectors, and community leaders to inform and offer a broad audience of young adults.	Hours to be determined as program collaboration is planned and developed. Anticipated that program hours will happen either during hours of operation – but might include when the EC is closed to the general public.	Youth and adults – primarily from the BFHP community.	10-60 teens to TAE youth
Summer Programming	SFRPD will work with Bayview Rec Centers to host youth twice a week from June 2019 -August 2019.	Tuesday & Thursday 10 - 1:00pm	10-14 years of age	20-30 youth
Juvenile Probation Enrichment Program (PEP)	10 recurring 3rd Saturday's of the month with a new youth volunteer group from the Probation Enrichment Program (PEP)	3 rd Saturdays of the month	9:00-12:00pm	5 to 10 youth 13-24yrs of age
Jewish Vocational Services (JVS)	JVS teen internship placement at Heron's Head Park hosted by Youth Services Staff	10 Saturdays February 9-April 24, 2019	9:30-1:00pm	1-5 teens 14-18 years of age
Community meeting and event space	Local youth groups, community organizations, and other public agencies will be able to use the EcoCenter for community meetings and as an assembly space for purposes that further our goal of connecting the community to their local environment. Organizations interested in hosting meetings or events at the EcoCenter will need to coordinate with EcoCenter staff as previously documented in this plan.	Varied	Youth and adults	150 participants
Recreation and Leisure Programs	Healthy Parks Healthy People Walks (HPHP)-every 4th Saturday of month-weather permitting	4 th Saturday monthly	Youth and Adults	10-20 participants

5.0 Community Outreach and Engagement Plan

SFRPD strives to reach communities throughout the San Francisco Bay Area and will focus significant time and resources on ensuring that our work at the EcoCenter is appropriate for the families and students living in the BVHP. As mentioned previously, SFRPD, APRI and Bmagic will resume the EcoCenter Advisory Committee (EAC) made up of BVHP community organizations and relevant environmental/education organizations. The purpose of the EAC is to have clear communication between its members and the community to ensure the BVHP community is engaged as a stakeholder, future EcoCenter programming, use of the EcoCenter, communication and outreach to the community about the EcoCenter, and potential funding opportunities.

Designated representatives from SFRPD, APRI and Bmagic will co-chair the EAC. The co-chairs and organizations they represent will collaborate to lead this committee in the following manner:

- Continue to develop committee goals and objectives, defining meeting schedule, based on the needs of the community and committee members;
- Define representation for each seat, ensure representation for each seat and develop sub-committees as needed;

- Coordinate and execute EAC meetings, including but not limited to developing meeting agendas, communicating to EAC members about meetings, acting as secretary for meeting minutes, and reporting back to EcoCenter and SFRPD staff about EAC recommendations and next steps;
- Work with EcoCenter staff, SFRPD staff and EAC organizations to secure funding for programming and staffing opportunities.
- Work with EcoCenter staff, SFRPD staff and EAC organizations (when needed) on future programmatic ideas and funding/resource allocation.

Additionally, SFRPD will work collaboratively with APRI and Bmagic to review existing communications and outreach plan established with Bay.org and decide to adopt or revise existing plan.

This will include:

- Developing consistent messages about the EcoCenter for use in the website, collateral, and other marketing materials.
- Reaching out to key organizations and community members using these new consistent messages; and
- Planning and executing a re-launch event to “re-introduce” the community to the EcoCenter if deemed necessary.

6.0 Monitoring and Reporting Program Implementation

SFRPD will provide Port of San Francisco annual reports on its operations and programming at the EcoCenter and will include the following metrics:

- (1) Program content
- (2) Type and number of participants or programs
- (3) Participation by local entities
- (4) Contact hours
- (5) Outcomes

Program participants, including teachers, interest groups, and local businesses, will submit program application forms detailing their age, group size, special needs, and city and/or neighborhood to allow the EcoCenter to track its audience reach.

We will count people entering the EcoCenter during visitor hours and record any impromptu tours. At the start of our tenancy, we will gather information about the visitors to the EcoCenter via intercept surveys.

7.0 Fees

All anticipated public programming is expected to be provided free of charge. In the future, per the terms of the MOU , SFRPD might develop some donation guidelines for space use or general donations to help support the staff and programs at the EcoCenter. Additionally, SFRPD has not yet identified retail items that might be sold at the EcoCenter, but may propose items in the future.

EXHIBIT C

BUILDING SYSTEMS OBLIGATIONS PLAN

[Attachment on following page]

Exhibit C. Building Operations Obligations

The OWTS is and will continue to be operated, maintained, monitored, and managed by the Port. The Port's employs, and shall continue to employ, the following qualified personnel to operate, maintain, and monitor the performance of the OWTS:

- A maintenance technician certified by the manufacturer to service the OWTS with at least 5 years of relevant experience working on similar systems
- A registered professional engineer with at least 3 years of relevant experience operating, maintaining, and monitoring the performance of similar systems
- An SFDPH-certified laboratory to collect and analyze the samples required by the permit
- Licensed plumbers and electricians to perform routine inspections and maintenance and emergency repairs, as required

All Port personnel, including its contractors, will be appropriately trained in the health and safety protocols and procedures associated with their assigned activities. [Table 1](#) identifies the Port personnel, including contractors, currently tasked with the OM&M of the OWTS. The table will be posted in the EcoCenter office for staff reference and made available to all staff working at the facility. The Port will update [Table 1](#) and provide the updated table to EcoCenter staff anytime changes in personnel occur.

[Table 2](#) summarizes the roles and responsibilities for all Port personnel, including contractors, associated with the OM&M of the OWTS.

Table 1. Roles and Responsibility Summary

Role	Responsibility
Lead Regulator	Ensures safe and proper operation of the OWTS. Verify compliance with the performance objectives specified in the Port's permit.
Owner	Operates, maintains, monitors, and manages the OWTS. OM&M personnel will notify the Lead Regulator of any malfunctions.
Lessee and Lessee's Onsite Representative	Suspends use of the public restrooms and sinks when out of compliance.
Maintenance Technician	Performs quarterly inspections and maintenance activities and emergency repairs, as required.
Lead Engineer	Monitors performance of the OWTS. Submits monthly and annual reports to SFDPH. Provides guidance for operation, maintenance, monitoring, and management.
Assistant Engineer	Performs routine inspections and maintenance and emergency repairs, as required. Prepares monthly and annual reports.
Laboratory Lead	Provides laboratory reports containing analytical results for collected samples.
Laboratory Sampling Technician	Collects weekly samples from OWTS sampling point SP1 and SP2.
Maintenance Coordinator	Schedules and coordinates maintenance activities and repairs.
Plumber	Performs monthly inspections and maintenance activities and emergency plumbing repairs, as required
Electrician	Performs routine inspections and maintenance and emergency electrical repairs, as required.

Notes:

OM&M = operation, maintenance, and monitoring

OWTS = onsite wastewater treatment system

SFDPH = San Francisco Department of Public Health.

SP1 = sample point 1

SP2 = sample point 2

Table 2. Personnel Identification

Role	Name	Title	Agency/Company	Email
Lead Regulator	Mina Mohammadi	Epidemiologist	SFDPH	mina.mohammadi@sfdph.org
Owner	Port of San Francisco Contact: Carol Bach	Environmental and Regulatory Affairs	Port of San Francisco	carol.bach@sfport.com 415.274.0568 office 415.819.8065 cell
Operator	Brenda Cartagena	Youth Volunteer Services Manager	SF Rec and Park	415-218-9558
Operator's On-Site Representative	Tracy Phan	Senior Program Coordinator	SF Rec and Park	415-860-3242
Maintenance Technician	Nick Johnson		Innovative Systems	nickj@comcast.net
Lead Engineer	John Sourial	Senior Project Manager	ETIC Engineering	john.sourial@eticeng.com 925.602.4710 office 415.559.8232 cell
Laboratory Lead	Yeggie Dearborn	Laboratory Director	Cel Analytical, Inc.	yeggie@celanalytical.com
Laboratory Sampling Technician	Steven Tan	Laboratory Technician	Cel Analytical, Inc.	steven@celanalytical.com
Maintenance Coordinator	Patricia Marquez-Ramirez	Maintenance Planner	Port of San Francisco	patricia.marquez-ramirez@sfport.com
Lead Plumber	Dave Rauenbeuhler	Plumber Supervisor	Port of San Francisco	dave.rauenbeuhler@sfport.com 415.597.7918 415.850.7295 (emergency)
Lead Electrician	Mike Hastings	Electrician	Port of San Francisco	Michael.hastings@sfport.com 415-597-7915 415-819-5579

SCHEDULE 2
HAZARDOUS MATERIAL DISCLOSURE

BUILDING SYSTEMS OBLIGATIONS PLAN

[Attachment on following page]

SCHEDULE 1

FEMA-National Flood Insurance Program Disclosure Notice

The Federal Emergency Management Agency ("FEMA") is revising Flood Insurance Rate Maps ("FIRMs") for San Francisco Bay Area communities. As part of this effort, FEMA is preparing a FIRM for the City and County of San Francisco for the first time. That process may have significant impacts for developing new structures and reconstructing or repairing existing structures on San Francisco's waterfront.

FEMA prepares the FIRMs to support the National Flood Insurance Program ("NFIP"), a federal program that enables property owners, businesses, and residents in participating communities to purchase flood insurance backed by the federal government. The San Francisco Board of Supervisors has adopted a floodplain management ordinance governing new construction and substantial improvements in flood prone areas of San Francisco and authorizing the City's participation in NFIP (as amended, the "Floodplain Ordinance"). The Floodplain Ordinance imposes requirements on any new construction or substantial improvement of structures in city-designated flood zones that are intended to minimize or eliminate flood hazard risks. NFIP regulations allow a local jurisdiction to issue variances to its floodplain management ordinance under certain narrow circumstances, without jeopardizing the local jurisdiction's eligibility in the NFIP. However, the particular projects that are granted variances by the local jurisdiction may be deemed ineligible for federally-backed flood insurance by FEMA.

FIRMs identify areas that are subject to inundation during a flood having a 1% chance of occurrence in a given year (also known as a "base flood" or "100-year flood"). FEMA refers to an area that is at risk from a flood of this magnitude as a special flood hazard area ("SFHA"). To prepare the FIRM for San Francisco, FEMA has performed detailed coastal engineering analyses and mapping of the San Francisco Bay shoreline. The San Francisco Bay Area Coastal Study includes both regional hydrodynamic and wave modeling of the San Francisco Bay, as well as detailed onshore coastal analysis used to estimate wave runup and overtopping, as well as overland wave propagation. These onshore analyses form the basis for the Base Flood Elevations (BFEs) and SFHAs shown on the FIRM.

FEMA initiated preparation of a FIRM for the City in the mid-2000s, and issued a preliminary version of the FIRM in 2007, but did not finalize that map. Subsequently, FEMA completed region-wide analyses of flooding on San Francisco Bay and the Pacific Ocean coastline. FEMA used these studies to prepare another preliminary FIRM for San Francisco, which it issued in November 2015. The preliminary FIRM identified SFHAs along the City's shoreline in and along the San Francisco Bay consisting of "A zones" (coastal areas subject to inundation by tidal surge and waves less than three feet in height) and "V zones" (areas subject to the additional hazards that accompany waves more than three feet in height). These zones generally affect City property under the jurisdiction of the Port of San Francisco and other areas of the San Francisco waterfront, including parts of Mission Bay, Hunters Point Shipyard, Candlestick Point, Treasure and Yerba Buena Islands, and an area adjacent to Islais Creek.

Due to comments and an appeal submitted by the City, FEMA has not yet finalized the FIRM. Sometime during 2019, FEMA intends to issue a revised preliminary FIRM showing changes due to the appeal resolution, and give the City a period (most likely 30 days) in which to comment. Following resolution of any comments, FEMA would finalize the FIRM.

To finalize the FIRM, FEMA will issue a Letter of Final Determination (LFD) stating that the map will be published in final form six months from the date of the LFD (referred to as the "effective date" of the FIRM). During that six-month period, the City

must amend the floodplain management ordinance to adopt the new FIRM. After the effective date, the FIRM will be used for all flood insurance and floodplain management purposes.

The federal legislation and regulations implementing the NFIP are located at 42 U.S.C. §§ 4001 et seq.; 44 C.F.R. Parts 59-78, §§ 59.1-78.14. FEMA also publishes "Answers to Questions About the NFIP" and FEMA Publication 186 entitled "Mandatory Purchase of Flood Insurance Guidelines." Additional information on this matter can be found on the City's and FEMA's websites at the following links:

<http://sfgsa.org/san-francisco-floodplain-management-program>

<https://www.fema.gov/national-flood-insurance-program-flood-hazard-mapping>

<https://www.fema.gov/national-flood-insurance-program>

SCHEDULE 2
HAZARDOUS MATERIAL DISCLOSURE

Environmental Reports and Documents Regarding Hazardous Materials

San Francisco Recreation and Parks Department

February 20, 2019

Heron's Head Park

Environmental Assessment and Engineering Feasibility Report Pier 98 Solid Waste Disposal Site, Mark Group, February 21, 1991.

Environmental Health And Safety Plan- Heron's Head Park, AEW Engineering, Inc., August 2008.

Geomatrix Health Risk Assessment Pier 98 2004-02, Geomatrix Consultants, February 2004.

Geomatrix Memo Responses to Health Risk Assessment, Geomatrix Consultants, May 9, 2005.

HeronPark Report Article 22A Compliance EEC AEW, July 2008.

Order Rescinding Waste Discharge Requirement Pier 98 RWQCB, California Regional Water Quality Control Board, August 24, 2000.

Predictive Ecological Risk Assessment, Intertidal Surface Water and Sediment, Hunters Point Power Plant, Haley & Aldrich, 2/24/12.

SFDPH site history & soil invest. pier 98 2008-07-16, San Francisco Department of Public Health, July 16, 2008.

SFDPH soil reuse pier 98 2008-08-27, San Francisco Department of Public Health, August 7, 2008.

Pier 98

Air Quality SWAT Piers 94 & 98 Mark Group 1-03-1989, Mark Group, January 3, 1989.

AMEND REPORT OF WASTE DISCHARGE Pier 98 Mark Group, Mark Group, May 23, 1990.

Environmental Assessment and Engineering Feasibility Report Pier 98 Solid Waste Disposal Site, Mark Group, February 21, 1991.

Geomatrix Health Risk Assessment Pier 98 2004-02, Geomatrix Consultants, February 2004.

Geomatrix Memo Responses to Health Risk Assessment, Geomatrix Consultants, May 9, 2005.

GeoResource Data Compilation Report Vol. 1, Geo/Resource Consultants, Inc., November, 1989.

HeronPark Report Article 22A Compliance EEC AEW, July 2008.

Landfill Closure Certification Letter, AGS, Inc., June 9, 1999.

Levine-Fricke Review of Extent and Impact of Non-Inert Fill Pier 98, Levine-Fricke, October 5, 1995.

MEC Pier 98 Toxicity Test, MEC Analytical Systems, Inc, July 31, 1996.

Order Rescinding Waste Discharge Requirement Pier 98 RWQCB, California Regional Water Quality Control Board, August 24, 2000.

Pier 98 Request to Amend Waste Disch, Cal/EPA, October 1, 1997.

Port of San Francisco- Site History Report and Soil Analysis Plan, March 20, 1998.

Port Of SF Request Revision Waste Discharge Requirement Pier 98, California Regional Water Quality Control Board, October 23, 1996.

PortSF Request Revision of Waste Discharge Requirements Pier 98, California Regional Water Quality Control Board, June 27, 1997.

San Francisco Department of Public Health Letter, March 3,1998.

San Francisco Department of Public Health Letter- Environmental Review, March 24, 1998.

SFDPH site history & soil invest. pier 98 2008-07-16, San Francisco Department of Public Health, July 16, 2008.

SFDPH soil reuse pier 98 2008-08-27, San Francisco Department of Public Health, August 7, 2008.

Site History & Soil Investigation Report, Article 22A Compliance, Hunters Point Power Plant Pipeline Removal, Pivox Corp., 2/17/11.

Site History Report and Soil Analysis Plan, Pier 98, San Francisco Port Commission, February 6, 1998.

Site Management Plan, Hunters Point Power Plant Pipeline Removal, Pivox Corp., 5/6/11.

Tetra Tech Soil Characterization Report, May 6, 1998.

The Mark Group Air Quality Solid Waste Assessment Test Report Solid Waste Disposal Sites At Pier 94 and 98, 1-03-89, Mark Group, January 03, 1989.

Treadwell & Rollo Geotechnical Investigation Living Classroom Pier 98, Treadwell & Rollo, February 22, 2005.

Treadwell & Rollo Letter- Request for Exemption, Treadwell & Rollo, June 12, 2008.

Work Plan, Air Quality Solid Waste Assessment Test and Emission Control Plan, Solid Waste Disposal Sites at Piers 94 and 98, Mark Group, October 17, 1988.