

AGENDA ITEM 8
Treasure Island Development Authority
City and County of San Francisco
Meeting of January 14, 2026

Subject: Approving a Memorandum of Understanding with the San Francisco Recreation and Parks Department for Maintenance and Operations of the TI/YBI Parks System (Action Item)

Contact: Bob Beck, Treasure Island Director

Contact: 415-274-0660

BACKGROUND

The Treasure and Yerba Buena Islands Parks and Open Space System (heretofore referred to collectively as the “TI/YBI Parks System”) includes a series of signature shoreline parks, recreation and sports fields, hiking trails, community agriculture and gardens, public plazas and more. TIDA assumes permanent operations and maintenance responsibility of each new park of the TI/YBI Parks System upon its individual acceptance by the TIDA Board of Directors.

Acceptance of the first new park occurred in November 2023, and additional parks come under TIDA’s jurisdiction through each individual park’s delivery. TIDA additionally oversees approximately 57 acres of natural areas and open space collectively managed for biodiversity and native habitat enhancement (heretofore referred to collectively as the “YBI Natural Areas”).

The TI/YBI Parks System and the YBI Natural Areas are of a scale and complexity requiring specialized operations and maintenance services to assure the long-term success, quality and attractiveness of the spaces. TIDA’s staffing for long-term management and operation of the TI/YBI Parks System and YBI Natural Areas must conform to the City and County of San Francisco Charter’s public employee mandate and must be consistent with Civil Service Commission policy and practice.

In order to satisfy these collective obligations, TIDA intends to enter into a Memorandum of Understanding (“MOU”) with the San Francisco Recreation and Parks Department (RPD) for the operation and maintenance of the TI/YBI Parks and the YBI Natural Areas. The final MOU is attached to this staff summary as **Exhibit A** and shall apply to the TI/YBI Parks System and YBI Natural Areas.

At the time the MOU commences on July 1, 2026, RPD will assume responsibility for 7 Parks totaling 15.4 acres across both Treasure and Yerba Buena Island, and responsibility for 57.6 acres of YBI Natural Areas. Over the term of the MOU, RPD will assume responsibility for an additional 4 parks totaling an additional 4.7 acres, and for the 9.1-acre YBI trail system. Maps of all sites covered under the MOU and future parks delivery schedule are found as an Exhibit to the MOU.

A draft MOU was initially presented to the TIDA Board of Directors for review and comment at its December 12, 2025 meeting, and final edits to the draft MOU were made based on those comments. A blackline version of the MOU showing the changes made since the initial December 12th TIDA Board presentation is attached to this staff summary as **Exhibit B**. The San Francisco Recreation and Park Commission approved the final MOU at its December 18, 2025 meeting by Resolution No.2512-003 which is attached to this staff summary as **Exhibit C**.

MEMORANDUM OF UNDERSTADING TERMS AND CONDITIONS

The salient Sections of the proposed Memorandum of Understanding are covered below:

Effective Date and Term (Section 2)

The initial term of the MOU is 5 years, commencing July 1, 2026 and expiring June 30, 2031. The MOU may be extended for an additional 5-year term beyond the original term by written agreement between TIDA and RPD.

TIDA Jurisdiction over Parks and Development Obligations (Section 3)

Section 3 affirms TIDA's retention of its jurisdiction over the spaces under the scope of the MOU and memorializes the ongoing coordination and collaboration between departments as relates to future TI/YBI Parks design and plan review processes. TIDA shall retain final decision-making rights but will consider, and implement to the extent feasible, any feedback from RPD regarding design elements that may impact the operation and maintenance of Park facilities.

Management of the TI/YBI Parks (Section 4)

Section 4 defines the Parks and YBI Natural Areas under the Scope of the MOU, defines general repair and maintenance, and defines the operations and functions to be performed under the MOU. It also captures the annual RPD on-Island staffing levels and defines the method used by RPD to measure and track park quality and RPD performance. Under this Section, TIDA agrees to provide RPD with suitable on-Island space at no cost for secure storage of equipment, vehicles and materials, staff offices, restrooms and operational needs. RPD's occupancy of these spaces will be memorialized in a standard TIDA Real Property Lease between the departments.

Park Maintenance Funding (Section 5)

Section 5 describes the committed revenue sources available to TIDA to fund ongoing parks and open space operations and maintenance including the Community Facilities District (CFD) special taxes and the Parks Open Space Subsidy payable by Treasure Island Community Development, LLC (TICD). The section also describes the collaborative annual budgeting process between departments, responsibilities for costs, and billing and reimbursement procedures. The annual budget may be adjusted to accommodate changing operations and maintenance needs, upon the agreement of both Parties. The annual budget may also be adjusted to accommodate greater public use, permitted events, security concerns and other unanticipated needs.

At MOU commencement, security staffing dedicated to TI/YBI's parks and open spaces will be provided by TIDA through its private contracted security patrol A1 Protective Services. To account for comments made at the Board's December 12th meeting, language of Section 5 (f) has been amended to specify that TIDA is responsible for security services for the TI/YBI Parks until such time that RPD Park Rangers are provided under the RPD staffing model starting in FY31-32. The MOU does allow for RPD Park Ranger position(s) to be added prior to FY31-32, via the annual budget process, upon the mutual agreement of both Parties.

Permits and Reservations (Section 6)

Under the terms of the MOU, TIDA and RPD staff will work collaboratively on special event/film permit applications review, scheduling and special event monitoring. TIDA venue information will be hosted on the RPD website, with inquiries and applications received then routed to TIDA staff. TIDA shall retain sole responsibility for processing and issuing of Permits in TI/YBI Parks (except for picnic areas), collecting all permit fee revenue generated at the TI/YBI Parks, providing customer service for TIDA managed sites and generating regular events calendars for activities in TI/YBI Parks. RPD shall be responsible for booking reservations for BBQ and picnic areas in the TI/YBI Parks.

Applications for TIDA-managed permits are reviewed thoroughly through a safety and security lens by TIDA Permit staff. TIDA will make final determinations on whether an event must provide security staffing. Certain event elements will require the applicant provide private event security staff, SFPD "10B" event officer staffing, or a combination of both, as a Permit condition. A non-exhaustive list of permitted events at the TI/YBI Parks which may require security includes events with sale of alcoholic beverages, amplified sound, ticketed event sales, large expected attendance and events with overnight installations on-site. If the departments collectively determine an event at a TI/YBI Park requires on-site monitoring or security due to the scale or complexity of the event, [REDACTED] the event permittee shall be responsible for required staffing or security and will bear all costs associated with security and staffing requirements as a Permit condition.

In response to comments made at the Board's December 12th meeting, language within Section 6 has been amended to further specify that all revenue generated by RPD-managed permitting (currently limited to picnic area reservation fees under this MOU) is to be allocated to the management and operations of the TI/YBI Parks and also to specify that TIDA is solely responsible for the invoicing and collection of all TIDA-managed permit revenue.

Capital Improvements (Section 7)

Section 7 defines the parameters of improvement work in the TI/YBI Parks that remains TIDA responsibility and subject to available TIDA funding. The Section defines the collaborative relationship between departments in the design, review, development and implementation of any future Capital Improvement projects in the TI/YBI Parks.

In response to comments made at the Board's December 12th meeting, language within Section 7 has been amended to further specify TIDA as holding sole responsibility and authority for performance of Capital Improvements at the TI/YBI Parks.

Public Trust (Section 8)

Section 8 memorializes the fact that TI/YBI Parks are subject to the requirements of Tidelands Trust, memorializes that RPD agrees to comply with the Public Trust Requirements in using the funds available under this MOU. Under Section 8, RPD assumes responsibility for providing all necessary information required for TIDA's compliance with substantive and procedural requirements related to the TI/YBI Parks, including any reporting requirements to the California State Lands Commission.

Additional Sections:

Sections 9 through 16 of the MOU contain standardized language and requirements related to contract administration and noticing between the two parties, restrictions on use, compliance with laws, dispute resolution and document amendments.

BUDGET IMPACT

RPD has established an initial 2-year annual budget for park maintenance services as follows:

FY 2026-2027: \$3,538,952
FY 2027-2028. \$3,663,553

The proposed annual expenses are in line with the Authority's and RPD's proposed FY 2026-2027 and FY 2027-2028 budgets. Any final changes to the proposed annual budgets will be reflected in TIDA's final budget proposal presented to the TIDA Board of Directors in January and February 2026.

The annual budget may be adjusted to accommodate greater public use, permitted events, security concerns and other unanticipated needs. RPD and TIDA will communicate regularly and as needed to prepare and review the annual budget and scope of services in advance of the December 1st annual budget submittal.

RECOMMENDATION

Staff recommends approving the Memorandum of Understanding with the San Francisco Recreation and Parks Department for Maintenance and Operations of the TI/YBI Parks System

EXHIBIT

Exhibit A - Memorandum of Understanding between the Treasure Island Development Authority and the San Francisco Recreation and Parks Department

Exhibit B – Blackline version of Memorandum of Understanding document

Exhibit C – Recreation and Park Commission Resolution 2512-003

Prepared by: Peter Summerville, Principal Analyst
For: Robert Beck, Treasure Island Director

**MEMORANDUM OF UNDERSTANDING FOR OPERATIONS OF TREASURE ISLAND
AND YERBA BUENA ISLAND PARKS AND OPEN SPACES
BETWEEN
SAN FRANCISCO RECREATION AND PARK DEPARTMENT AND TREASURE
ISLAND DEVELOPMENT AUTHORITY**

THIS MEMORANDUM OF UNDERSTANDING FOR MAINTENANCE AND OPERATIONS OF YERBA BUENA ISLAND AND TREASURE ISLAND PARKS AND OPEN SPACES ("MOU" or "Agreement") dated for reference purposes only as of [DATE], is entered into by San Francisco Recreation and Park Department ("RPD"), and Treasure Island Development Authority ("TIDA").

RECITALS

- A. The City and County of San Francisco ("City") created TIDA in 1997 to serve as the entity responsible for the reuse and development of Naval Station Treasure Island, which encompasses Treasure Island (also referred to as "TI") and portions of Yerba Buena Island (also referred to as "YBI"), or collectively as "TI/YBI".
- B. In 2011, the San Francisco Board of Supervisors ("Board of Supervisors" or "BOS") approved the Disposition and Development Agreement ("DDA") pursuant to Resolution No. 241-11, and later, approved an amendment and restatement of the DDA ("A&R DDA") pursuant to Resolution No. 196-24 in May 2024, including an amendment and restatement of the **Financing Plan**. The Financing Plan obligated the City to form a Community Facilities District ("CFD") pursuant to the Mello-Roos Community Facilities Act of 1982 to provide for, among other things, (i) the financing of certain public facilities and (ii) the costs of Ongoing Park Maintenance (as defined in the amended and restated Financing Plan).
- C. In 2017, the Board of Supervisors approved Resolution No. 8-17 forming the CFD ("Resolution of Formation"), which outlines all eligible uses of the CFD, including but not limited to certain Facilities, Authorized Payments, and Services (as defined in the Resolution of Formation and corresponding exhibits) related to TI/YBI parks and open space operations and maintenance.
- D. The parks and open spaces scheduled to be complete and open to the public shall be known "TI/YBI Parks" in this agreement. This definition is inclusive of parks and the open space areas managed as natural areas.
- E. The DDA also requires the Treasure Island Community Development, LLC ("TICD" or "Developer") to contribute an Annual Open Space Subsidy to also fund TI/YBI Parks operations and maintenance pursuant to the DDA Financing Plan.
- F. In 2025, the Board of Supervisors approved Ordinance No. 128-25 to clarify in the Administrative Code that TIDA, when it ceased to exist as the redevelopment agency for TI, became fully absorbed into to the City and became a City department.
- G. As of the effective date of this Agreement (July 1, 2026), there are 73 total acres of TI/YBI parks. This includes 8 (eight) TI/YBI Parks that are complete and open to the public, totaling 15.4 acres, and 57.6 acres of YBI natural areas. Through the terms of this Agreement, there will be an additional 6 (six) TI/YBI Parks, totaling an additional 19.4 acres, that will open to the public, according to the development schedule.

- H. Under BOS Ordinance [121-25](#), Articles 3-6 the San Francisco Park Code (“**Park Code**”) applies to the completed TI/YBI Parks that are approved by the TIDA Board of Directors for public recreational use ; and issuance of permits shall be the responsibility of TIDA unless otherwise agreed to by written agreement of the Parties. Through this Agreement, the Parties intend to authorize RPD to manage certain permits at the TI/YBI Parks.
- I. TIDA is responsible for the development of residential, commercial, and open space on TI/YBI- *and maintains a regular day-to-day staffing presence on TI/YBI*
- J. RPD manages over 4,000 acres of recreational land, which includes 181 playgrounds and play areas, 82 recreation centers and club houses, over 230 neighborhood parks, and serves over 880,000 San Francisco residents. RPD’s long-term commitment, values, mission, ties with community partners, and broad reach make it the ideal party to operate the TI/YBI Parks.
- K. This Agreement will establish the scope of services to be performed by RPD and the compensation and funding mechanisms that TIDA will provide RPD for these services.
- L. This Agreement will be a full cost-recovery model, inclusive of overhead and other costs incurred by RPD for the management of the TI/YBI Parks.
- M. TIDA and RPD (“the **Parties**”) now wish to enter into this Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

AGREEMENT

1) RECITALS

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

2) EFFECTIVE DATE; TERM

- a) Effective Date. The “**Effective Date**” shall be July 1, 2026, pending the approval of this Agreement by the Recreation and Park Commission and the TIDA Board of Directors.
- b) Term. This Agreement shall remain in effect for a 5-year term (FY26-27 through FY30-31), and shall expire on June 30, 2031.
- c) Option to Renew & Notice to Renew or Expire. This Agreement shall have an option to renew for an additional 5-years, upon the written agreement by both Parties, via department heads. Both Parties agree to provide notice of their intent to either renew the Agreement or let the Agreement expire, 2-years prior to the expiration of the Agreement.

3) TIDA JURISDICTION OVER PARKS AND DEVELOPMENT OBLIGATIONS

- a) Jurisdiction over TI/YBI Parks. TIDA has jurisdiction over the TI/YBI Parks. Nothing in this Agreement shall be interpreted to affect jurisdiction over the TI/YBI Parks.
- b) Design and Development of Future TI/YBI Parks. Pursuant to the DDA, design and development of the Future TI/YBI Parks is an obligation of TIDA and Developer. TIDA will collaborate with RPD on the public outreach, design and development of the Future TI/YBI Parks. To the extent consistent with the DDA, TIDA will share draft designs, conduct a design review process in collaboration with RPD consistent with RPD plan review processes (including Capital and Planning Division, Parks and Open Space Division, and Structural Maintenance Division review of construction documents), and consider any feedback from

RPD regarding any design elements that may impact the operation and maintenance of such facilities; provided, however, that nothing herein shall amend or adversely affect TIDA's financial obligations under the DDA and Financing Plan. To the extent feasible, any final designs will be consistent with RPD maintenance and design standards.

4) MANAGEMENT OF TI/YBI PARKS

- a) Management of TI/YBI Parks. RPD will operate, manage, and maintain all the TI/YBI Parks that are complete and approved for public recreational use within the term of this Agreement. *A development schedule and map Maps* of the TI/YBI Parks can be seen in **Exhibit A**.
- b) Scope of Services. RPD will provide day-to-day maintenance and operations of parks, open space and parks infrastructure. RPD will provide administrative support as part of park management, inclusive of Operations, Public Affairs, Administration and Finance, Permits and Reservations (scope of permit services is set forth in Section 6 of this Agreement) and other RPD divisions as needed. RPD maintenance and operations will include horticulture, natural resources management, integrated pest management, arboriculture, custodial, asset management, and routine structural repairs. RPD staffing model for the term of this Agreement can be seen in **Exhibit B**.
- c) Improvements or Alterations. Any improvements or alterations that are not "**General Maintenance and Repairs**" will remain the responsibility of TIDA. General Maintenance and Repairs shall mean those activities required to preserve assets in good working order, to restore normal operations, and to ensure safe, accessible and functional use of the park facilities. This includes preventive maintenance, minor repairs (including patching, sealing, replacing in-kind components including furniture and fixtures), and replacement of discrete elements whose failure does not require major scope revision or substantially extend the useful life of the asset. RPD shall be responsible for General Maintenance and Repairs and will be reimbursed under this Agreement. Any improvements required to bring facilities in compliance with existing or future legislation shall not be considered General Maintenance and Repairs.
- d) Park Maintenance Scores. RPD and the City Controller's Office ("CON") work together to evaluate the City's park maintenance, using objective maintenance standards and evaluations. Each quarter, RPD and CON staff conduct over 200 park evaluations across the city. On an annual basis, CON analyzes the results of the evaluations and reports the results to the public through a website and annual report. TI/YBI parks will be included in the Park Maintenance Scores, to provide accountability and evaluation.
- e) RPD Facilities. TIDA will provide adequate maintenance and staff facilities for RPD without any charge or cost. These facilities will include space for secure storage of equipment, vehicles and materials, staff offices, restrooms and operational needs, and access to utilities and connectivity. A separate lease agreement for these facilities will be entered into by both parties.

5) PARK MAINTENANCE FUNDING

- a) Annual Budget Process. RPD shall create an annual budget for park maintenance that will detail expenses for RPD's maintenance services for TI/YBI parks and open spaces ("**RPD Annual Budget**"). The RPD Annual Budget may be adjusted to accommodate changing operations and maintenance needs, upon the agreement of both Parties. The RPD Annual Budget may be adjusted to accommodate greater public use, permitted events, security concerns and other unanticipated needs. RPD will submit the RPD Annual Budget and scope of services to TIDA by December 1 of each year. RPD and TIDA will communicate regularly and as needed to prepare and review the RPD Annual Budget and scope of services, in advance of the December 1 Annual Budget submittal. Together with the RPD

Annual Budget submittal, TIDA shall include all other TI/YBI parks and open spaces operations and maintenance costs outside of RPD's scope (together, the "**Maintenance Budget**") and submit it to the TIDA Board of Director's and the Mayor's Budget Office for approval as part of TIDA's annual budget approval process.

- b) Park Maintenance Funding Sources.** The primary funding sources for the RPD Annual Budget are CFD special taxes. Per Section 13.3.1 of the DDA and Section 2.7 of the Financing Plan, TIDA shall set the Maintenance Budget at a level sufficient to include the RPD Annual Budget. TIDA, in collaboration with the Controller's Office, shall use the Maintenance Budget to set the following fiscal year's CFD special tax levy, set in June of each year. The CFD special taxes are levied and collected via property tax bills which are deposited to a separate account earmarked only for TI/YBI parks maintenance ("**Ongoing Maintenance Account**") which will solely fund the Maintenance Budget. To the extent the Ongoing Maintenance Account balance is insufficient to cover the annual Maintenance Budget, the Financing Plan calls for a draw upon the Open Space Subsidy ("**Developer Subsidy**") payable by the Developer. The Developer Subsidy will provide up to \$1.5M per year through FY2028 and up to \$3M per year every year thereafter for park operations and maintenance annually through FY2036, reflecting anticipated funds from the Developer, as specified in the DDA Section 13.3.1 and Section 2.7 of the Financing Plan.
- c) Eligible Uses of CFD funds.** Eligible uses of CFD special taxes shall fund parks and open space operations and maintenance, including but not limited to, Facilities related costs, Authorized Payments made to city agencies/departments, and Services for operating and maintaining parks and open spaces as defined in the Resolution of Formation and related exhibits. Full description of eligible uses can be seen in **Exhibit C**.
- d) Utilities and Administrative Costs.** This Agreement shall be fully inclusive of administrative costs for RPD. Utilities will remain under TIDA's account and will be paid by TIDA.
- e) Funding and Budget.** RPD shall maintain the TI/YBI Parks specified in this Agreement, consistent with the DDA and other parks and open spaces that RPD maintains in the City, subject to available funding. Nothing in this Agreement requires TIDA or RPD to spend funds that have not been appropriated for the TI/YBI Parks in their annual budgets. RPD shall seek budget authorizations and funding to maintain the TI/YBI Parks consistent with the standards for maintenance set forth in this Agreement.
- f) Security Services.** RPD Park Rangers are not currently anticipated in the staffing model until FY31-32. If both Parties agree TIDA shall be responsible for security services for the TI/YBI Parks until such time that RPD Park Rangers are regularly needed at TI/YBI Parks prior to provided for under this date, Agreement. RPD staff will coordinate with TIDA staff to report any security concerns observed in the course of their assigned job duties. RPD Park Ranger position(s) ~~earm~~may be added to prior to FY31-32, via the annual budget as needed. If process, upon the mutual agreement of both Parties. If RPD Park Rangers are needed for events or other individual circumstances, they may be provided via interdepartmental service agreement, upon the agreement of both Parties. A template Interdepartmental Service Agreement is available for review in **Exhibit D**.
- g) Recreational Programs.** This Agreement does not provide RPD recreational programs. RPD programming can be provided through additional and separate interdepartmental service agreement, upon the agreement of both Parties.
- h) Billing Procedures.** RPD will submit invoices to TIDA on a quarterly basis within ninety days after the end of each quarter. The invoices will include an actual-to-budget accounting of expenses, describe the services provided, and include sufficient information to determine the methodology used to determine the costs. TIDA staff will review and approve these invoices for payment. Reimbursement will occur no later than forty-five days after a completed reimbursement request is submitted by RPD. RPD staff will provide all necessary

support documentation of costs incurred to TIDA to submit full and complete payment packages to the Controller's Office of Public Finance for purposes of reimbursement by the CFD and/or to TICD to access the Developer Subsidy.

- i) Fee-for-Service Model.** If, for any reason, during the duration of the Agreement TIDA does not have sufficient funds to reimburse RPD for all services agreed upon and rendered, then RPD reserves the right to reduce services commensurate with the level of available funding.

6) PERMITS & RESERVATIONS

- a) RPD-Managed Permits.** RPD will manage permits for reservable picnic sites under their existing reservation policies and permitting system. Revenue from picnic permits will be transferredallocated to TIDA on a quarterly basisthe operations and maintenance of TI/YBI Parks in accordance with the City's Accounting Policies and Procedures and Public Trust Requirements (See Section 8).
 - b) TIDA-Managed Permits.** TIDA will manage permits for all other activities requiring a permit, including but not limited to outdoor fitness classes, weddings, athletics, film and special events. Permit policies for these permits shall align with existing RPD permit policies. TIDA staff will be responsible for:
 - (1) Processing and issuance and approval of permits, including invoicing and the collection of any revenue from TIDA-Managed Permits.
 - (2) Providing customer service for TIDA-managed sites, including maintaining a dedicated email and phone line for inquiries and providing up-to-date reservation, facility and fee information to RPD for publication on RPD's website.
 - (3) Maintaining a calendar of permitted events that is updated and communicated to RPD staff on at least a weekly basis.
 - c) RPD Review of TIDA-Managed Permits.** To ensure protection of park infrastructure and to avoid conflict with operations and maintenance of park facilities, TIDA will coordinate all TIDA-Managed Permits with RPD staff.
 - (1) TIDA shall coordinate and provide all materials sufficient for RPD review of all TIDA-Managed Permits, inclusive of scope, date & time, park impact, event schedule and logistics.
 - (2) RPD may provide recommendations on TIDA-Managed Permits to avoid activities that may be detrimental to park assets, maintenance and operations, or public access to TI/YBI Parks. TIDA and/or their Permittees shall be responsible for any additional operations, maintenance and repair costs related to TIDA-Managed Permits. Such operational support, maintenance and repairs may be performed by RPD via work order upon the agreement of both parties -and subject to RPD's capacity.
 - (3) A reasonable timeline for RPD review of TIDA-Managed Permits will be mutually agreed upon by both Parties.
 - (4) TIDA shall distribute executed copies of all TIDA-managed permits to RPD Permits and Operations Division staff in advance of the event date.
 - (5) For public events that are organized by TIDA and do not require a permit, TIDA will notify RPD within a reasonable timeline, mutually agreed upon by both Parties.
 - d) RPD Staffing for TIDA-Managed Permits.** If RPD staffing is needed to support a TIDA-permitted event, RPD staff time must be reimbursed to RPD at overtime rates.
 - e) Public Listings of Reservable Facilities and Permit Applications.** TIDA's reservable facilities and event spaces shall be listed on RPD's website alongside other RPD-managed venues. Members of the public may submit requests to use TIDA's reservable spaces directly through RPD's permit processing systems. Applications for TIDA-managed sites will be routed to TIDA staff for review, processing and permit issuance.

7) CAPITAL IMPROVEMENTS

- a) Definition of Capital Improvements. TIDA shall retain responsibility *and authority* for (“Capital Improvements”), *which means* → at TI/YBI Parks. *Capital Improvements shall mean* an undertaking that meets any of the following criteria:
 - (1) involves the replacement, renovation, or expansion of a component, system or facility beyond its original or existing state;
 - (2) Substantially extends the useful life of the asset, increases its capacity or service potential, or significantly upgrades the asset’s functionality or standard;
 - (3) Requires design, bidding and coordination steps typical of a multi-phase project and is funded through capital budgets (rather than routine operations and maintenance budgets).
- b) Regulatory Compliance. TIDA shall retain responsibility for compliance with all relevant regulatory codes. RPD shall provide technical review and oversight of Capital Improvement plans for TI/YBI Parks, to ensure alignment with RPD’s maintenance and design standards. TIDA will be responsible for environmental review and obtaining any and all regulatory permits required for Capital Improvements.
- c) Future Capital Improvements. Capital Improvements can be delivered by RPD through additional and separate interdepartmental service agreements, and upon the mutual agreement of both Parties and subject to available funding by TIDA.

8) PUBLIC TRUST

- a) Public Trust Requirements. The TI/YBI Parks are subject to the requirements of Tidelands Trust (“Public Trust Requirements”). RPD agrees to comply with the Public Trust Requirements in using the funds available under this Agreement. RPD will be responsible for providing all necessary information, including financial reporting of revenue and expenditures generated on Trust properties, to TIDA in order to comply with substantive and procedural requirements, including any reporting requirements to the California State Lands Commission.

9) CONTROLLER CERTIFICATION OF FUNDS

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

10) RESTRICTIONS ON USE; COMPLIANCE WITH LAW

- a) Compliance with Agreements and Law. RPD will not use or permit the TI/YBI Parks to be used in a manner that violates this Agreement, the A&R DDA, Financing Plan, CFD Resolution of Formation, and related plan documents, or applicable law, or that would materially interfere with the primary purposes of public access to the TI/YBI Parks.
- b) Hazardous Materials. RPD shall comply with the land use controls and institutional controls that were instated as part of remediation efforts led by the United States Navy (“US Navy”) on TI/YBI. These environmental restrictions and land use management requirements are outlined in the property quitclaim deeds, Covenant to Restrict Use of Property (CRUP), Finding of Suitability for Transfer (FOST), and Soil and Groundwater Management Plan (SGMP). RPD is responsible for complying with restrictions and requirements that may affect routine maintenance tasks, such as shallow irrigation line maintenance, utility

maintenance, vegetation planting, and grading of gravel and/or cover material. A memo summarizing these restrictions and requirements, prepared by TIDA's environmental consultant, Langan CA Inc., is attached in **Exhibit E**.

c) Remediation of Future TI/YBI Parks on US Navy property. The US Navy is responsible for remediation of future TI/YBI Park properties that are currently under their ownership. Any remediation efforts, land use controls, and institutional controls for future TI/YBI Parks currently under US Navy ownership will be clearly documented and shared with RPD.

11) DISPUTE RESOLUTION

a) If a dispute between or among TIDA and RPD arises under this Agreement, the contact person for affected agency shall in good faith meet with the others to resolve the dispute. If the contact persons are not able to resolve the dispute, resolution of the matter will be referred to the head of each affected agency. If the agency heads are unable to resolve the dispute, the matter will be referred to the Mayor's Office for resolution by the Mayor or his or her designee.

12) NOTICE

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

Address for RPD: Chief Financial Officer
San Francisco Recreation and Park Department McLaren
Lodge
San Francisco, CA 94117
Telephone No: (415) 831-2700

Address for TIDA: Treasure Island Director
Treasure Island Development Authority
39 Treasure Island Road, Suite 241
San Francisco, CA 94130
Telephone No: (415) 274-0660

b) 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 additionally be given by email or telephone to the address or numbers set forth above or such other address or number as may be provided from time to time; however, no party may give official or binding notice by email, telephone or facsimile.

13) ENTIRE AGREEMENT

a) This Agreement (including attached exhibits) contains the entire understanding between the Parties with respect to the subject matter hereof.

14) EXCLUSIVE BENEFIT OF PARTIES

a) The provisions of this Agreement are for the exclusive benefit of the Parties and not for the benefit of, nor give rise to any claim or cause of action by, any other person. This Agreement shall not be deemed to have conferred any rights upon any person except the signatories to this Agreement.

15) APPROVALS

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

16) AMENDMENTS

- a)** This Agreement may be amended only by a signed writing of TIDA and RPD
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as
of the date written below.

**CITY AND COUNTY OF SAN
FRANCISCO, a municipal corporation
operating by and through the
TREASURE ISLAND
DEVELOPMENT AUTHORITY**

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

By: _____
ROBERT BECK
Treasure Island Director
Treasure Island Development Authority

By: _____
SARAH MADLAND
Interim General Manager
San Francisco Recreation and Park
Department

Date Signed: _____
Treasure Island Development Authority
Resolution No. _____

Date Signed: _____
San Francisco Recreation and Park Department
Resolution No. 2512-003

**REVIEWED:
DAVID CHIU, City Attorney**

By: _____
Deputy City Attorney

| Date Signed: _____

**MEMORANDUM OF UNDERSTANDING FOR OPERATIONS OF TREASURE ISLAND
AND YERBA BUENA ISLAND PARKS AND OPEN SPACES
BETWEEN
SAN FRANCISCO RECREATION AND PARK DEPARTMENT AND TREASURE
ISLAND DEVELOPMENT AUTHORITY**

THIS MEMORANDUM OF UNDERSTANDING FOR MAINTENANCE AND OPERATIONS OF YERBA BUENA ISLAND AND TREASURE ISLAND PARKS AND OPEN SPACES ("MOU" or "Agreement") dated for reference purposes only as of [DATE], is entered into by San Francisco Recreation and Park Department ("RPD"), and Treasure Island Development Authority ("TIDA").

RECITALS

- A. The City and County of San Francisco ("City") created TIDA in 1997 to serve as the entity responsible for the reuse and development of Naval Station Treasure Island, which encompasses Treasure Island (also referred to as "TI") and portions of Yerba Buena Island (also referred to as "YBI"), or collectively as "TI/YBI".
- B. In 2011, the San Francisco Board of Supervisors ("Board of Supervisors" or "BOS") approved the Disposition and Development Agreement ("DDA") pursuant to Resolution No. 241-11, and later, approved an amendment and restatement of the DDA ("A&R DDA") pursuant to Resolution No. 196-24 in May 2024, including an amendment and restatement of the **Financing Plan**. The Financing Plan obligated the City to form a Community Facilities District ("CFD") pursuant to the Mello-Roos Community Facilities Act of 1982 to provide for, among other things, (i) the financing of certain public facilities and (ii) the costs of Ongoing Park Maintenance (as defined in the amended and restated Financing Plan).
- C. In 2017, the Board of Supervisors approved Resolution No. 8-17 forming the CFD ("Resolution of Formation"), which outlines all eligible uses of the CFD, including but not limited to certain Facilities, Authorized Payments, and Services (as defined in the Resolution of Formation and corresponding exhibits) related to TI/YBI parks and open space operations and maintenance.
- D. The parks and open spaces scheduled to be complete and open to the public shall be known "TI/YBI Parks" in this agreement. This definition is inclusive of parks and the open space areas managed as natural areas.
- E. The DDA also requires the Treasure Island Community Development, LLC ("TICD" or "Developer") to contribute an Annual Open Space Subsidy to also fund TI/YBI Parks operations and maintenance pursuant to the DDA Financing Plan.
- F. In 2025, the Board of Supervisors approved Ordinance No. 128-25 to clarify in the Administrative Code that TIDA, when it ceased to exist as the redevelopment agency for TI, became fully absorbed into to the City and became a City department.
- G. As of the effective date of this Agreement (July 1, 2026), there are 73 total acres of TI/YBI parks. This includes 8 (eight) TI/YBI Parks that are complete and open to the public, totaling 15.4 acres, and 57.6 acres of YBI natural areas. Through the terms of this Agreement, there will be an additional 6 (six) TI/YBI Parks, totaling an additional 19.4 acres, that will open to the public, according to the development schedule.

- H. Under BOS Ordinance [121-25](#), Articles 3-6 the San Francisco Park Code (“**Park Code**”) applies to the completed TI/YBI Parks that are approved by the TIDA Board of Directors for public recreational use, and issuance of permits shall be the responsibility of TIDA unless otherwise agreed to by written agreement of the Parties. Through this Agreement, the Parties intend to authorize RPD to manage certain permits at the TI/YBI Parks.
- I. TIDA is responsible for the development of residential, commercial, and open space on TI/YBI and maintains a regular day-to-day staffing presence on TI/YBI
- J. RPD manages over 4,000 acres of recreational land, which includes 181 playgrounds and play areas, 82 recreation centers and club houses, over 230 neighborhood parks, and serves over 880,000 San Francisco residents. RPD’s long-term commitment, values, mission, ties with community partners, and broad reach make it the ideal party to operate the TI/YBI Parks.
- K. This Agreement will establish the scope of services to be performed by RPD and the compensation and funding mechanisms that TIDA will provide RPD for these services.
- L. This Agreement will be a full cost-recovery model, inclusive of overhead and other costs incurred by RPD for the management of the TI/YBI Parks.
- M. TIDA and RPD (“the **Parties**”) now wish to enter into this Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

AGREEMENT

1) RECITALS

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

2) EFFECTIVE DATE; TERM

- a) Effective Date. The “**Effective Date**” shall be July 1, 2026, pending the approval of this Agreement by the Recreation and Park Commission and the TIDA Board of Directors.
- b) Term. This Agreement shall remain in effect for a 5-year term (FY26-27 through FY30-31) and shall expire on June 30, 2031.
- c) Option to Renew & Notice to Renew or Expire. This Agreement shall have an option to renew for an additional 5-years, upon the written agreement by both Parties, via department heads. Both Parties agree to provide notice of their intent to either renew the Agreement or let the Agreement expire, 2-years prior to the expiration of the Agreement.

3) TIDA JURISDICTION OVER PARKS AND DEVELOPMENT OBLIGATIONS

- a) Jurisdiction over TI/YBI Parks. TIDA has jurisdiction over the TI/YBI Parks. Nothing in this Agreement shall be interpreted to affect jurisdiction over the TI/YBI Parks.
- b) Design and Development of Future TI/YBI Parks. Pursuant to the DDA, design and development of the Future TI/YBI Parks is an obligation of TIDA and Developer. TIDA will collaborate with RPD on the public outreach, design and development of the Future TI/YBI Parks. To the extent consistent with the DDA, TIDA will share draft designs, conduct a design review process in collaboration with RPD consistent with RPD plan review processes (including Capital and Planning Division, Parks and Open Space Division, and Structural Maintenance Division review of construction documents), and consider any feedback from

RPD regarding any design elements that may impact the operation and maintenance of such facilities; provided, however, that nothing herein shall amend or adversely affect TIDA's financial obligations under the DDA and Financing Plan. To the extent feasible, any final designs will be consistent with RPD maintenance and design standards.

4) MANAGEMENT OF TI/YBI PARKS

- a) Management of TI/YBI Parks.** RPD will operate, manage, and maintain all the TI/YBI Parks that are complete and approved for public recreational use within the term of this Agreement. Maps of the TI/YBI Parks can be seen in **Exhibit A**.
- b) Scope of Services.** RPD will provide day-to-day maintenance and operations of parks, open space and parks infrastructure. RPD will provide administrative support as part of park management, inclusive of Operations, Public Affairs, Administration and Finance, Permits and Reservations (scope of permit services is set forth in Section 6 of this Agreement) and other RPD divisions as needed. RPD maintenance and operations will include horticulture, natural resources management, integrated pest management, arboriculture, custodial, asset management, and routine structural repairs. RPD staffing model for the term of this Agreement can be seen in **Exhibit B**.
- c) Improvements or Alterations.** Any improvements or alterations that are not "**General Maintenance and Repairs**" will remain the responsibility of TIDA. General Maintenance and Repairs shall mean those activities required to preserve assets in good working order, to restore normal operations, and to ensure safe, accessible and functional use of the park facilities. This includes preventive maintenance, minor repairs (including patching, sealing, replacing in-kind components including furniture and fixtures), and replacement of discrete elements whose failure does not require major scope revision or substantially extend the useful life of the asset. RPD shall be responsible for General Maintenance and Repairs and will be reimbursed under this Agreement. Any improvements required to bring facilities in compliance with existing or future legislation shall not be considered General Maintenance and Repairs.
- d) Park Maintenance Scores.** RPD and the City Controller's Office ("CON") work together to evaluate the City's park maintenance, using objective maintenance standards and evaluations. Each quarter, RPD and CON staff conduct over 200 park evaluations across the city. On an annual basis, CON analyzes the results of the evaluations and reports the results to the public through a website and annual report. TI/YBI parks will be included in the Park Maintenance Scores, to provide accountability and evaluation.
- e) RPD Facilities.** TIDA will provide adequate maintenance and staff facilities for RPD without any charge or cost. These facilities will include space for secure storage of equipment, vehicles and materials, staff offices, restrooms and operational needs, and access to utilities and connectivity. A separate lease agreement for these facilities will be entered into by both parties.

5) PARK MAINTENANCE FUNDING

- a) Annual Budget Process.** RPD shall create an annual budget for park maintenance that will detail expenses for RPD's maintenance services for TI/YBI parks and open spaces ("**RPD Annual Budget**"). The RPD Annual Budget may be adjusted to accommodate changing operations and maintenance needs, upon the agreement of both Parties. The RPD Annual Budget may be adjusted to accommodate greater public use, permitted events, security concerns and other unanticipated needs. RPD will submit the RPD Annual Budget and scope of services to TIDA by December 1 of each year. RPD and TIDA will communicate regularly and as needed to prepare and review the RPD Annual Budget and scope of services, in advance of the December 1 Annual Budget submittal. Together with the RPD

Annual Budget submittal, TIDA shall include all other TI/YBI parks and open spaces operations and maintenance costs outside of RPD's scope (together, the "**Maintenance Budget**") and submit it to the TIDA Board of Director's and the Mayor's Budget Office for approval as part of TIDA's annual budget approval process.

- b) Park Maintenance Funding Sources.** The primary funding sources for the RPD Annual Budget are CFD special taxes. Per Section 13.3.1 of the DDA and Section 2.7 of the Financing Plan, TIDA shall set the Maintenance Budget at a level sufficient to include the RPD Annual Budget. TIDA, in collaboration with the Controller's Office, shall use the Maintenance Budget to set the following fiscal year's CFD special tax levy, set in June of each year. The CFD special taxes are levied and collected via property tax bills which are deposited to a separate account earmarked only for TI/YBI parks maintenance ("**Ongoing Maintenance Account**") which will solely fund the Maintenance Budget. To the extent the Ongoing Maintenance Account balance is insufficient to cover the annual Maintenance Budget, the Financing Plan calls for a draw upon the Open Space Subsidy ("**Developer Subsidy**") payable by the Developer. The Developer Subsidy will provide up to \$1.5M per year through FY2028 and up to \$3M per year every year thereafter for park operations and maintenance annually through FY2036, reflecting anticipated funds from the Developer, as specified in the DDA Section 13.3.1 and Section 2.7 of the Financing Plan.
- c) Eligible Uses of CFD funds.** Eligible uses of CFD special taxes shall fund parks and open space operations and maintenance, including but not limited to, Facilities related costs, Authorized Payments made to city agencies/departments, and Services for operating and maintaining parks and open spaces as defined in the Resolution of Formation and related exhibits. Full description of eligible uses can be seen in **Exhibit C**.
- d) Utilities and Administrative Costs.** This Agreement shall be fully inclusive of administrative costs for RPD. Utilities will remain under TIDA's account and will be paid by TIDA.
- e) Funding and Budget.** RPD shall maintain the TI/YBI Parks specified in this Agreement, consistent with the DDA and other parks and open spaces that RPD maintains in the City, subject to available funding. Nothing in this Agreement requires TIDA or RPD to spend funds that have not been appropriated for the TI/YBI Parks in their annual budgets. RPD shall seek budget authorizations and funding to maintain the TI/YBI Parks consistent with the standards for maintenance set forth in this Agreement.
- f) Security Services.** RPD Park Rangers are not currently anticipated in the staffing model until FY31-32. TIDA shall be responsible for security services for the TI/YBI Parks until such time that RPD Park Rangers are provided for under this Agreement. RPD staff will coordinate with TIDA staff to report any security concerns observed in the course of their assigned job duties. RPD Park Ranger position(s) may be added prior to FY31-32, via the annual budget process, upon the mutual agreement of both Parties. If RPD Park Rangers are needed for events or other individual circumstances, they may be provided via interdepartmental service agreement, upon the agreement of both Parties. A template Interdepartmental Service Agreement is available for review in **Exhibit D**.
- g) Recreational Programs.** This Agreement does not provide RPD recreational programs. RPD programming can be provided through additional and separate interdepartmental service agreement, upon the agreement of both Parties.
- h) Billing Procedures.** RPD will submit invoices to TIDA on a quarterly basis within ninety days after the end of each quarter. The invoices will include an actual-to-budget accounting of expenses, describe the services provided, and include sufficient information to determine the methodology used to determine the costs. TIDA staff will review and approve these invoices for payment. Reimbursement will occur no later than forty-five days after a completed reimbursement request is submitted by RPD. RPD staff will provide all necessary support documentation of costs incurred to TIDA to submit full and complete payment

packages to the Controller's Office of Public Finance for purposes of reimbursement by the CFD and/or to TICD to access the Developer Subsidy.

- i) Fee-for-Service Model. If, for any reason, during the duration of the Agreement TIDA does not have sufficient funds to reimburse RPD for all services agreed upon and rendered, then RPD reserves the right to reduce services commensurate with the level of available funding.

6) PERMITS & RESERVATIONS

- a.) RPD-Managed Permits. RPD will manage permits for reservable picnic sites under their existing reservation policies and permitting system. Revenue from picnic permits will be allocated to the operations and maintenance of TI/YBI Parks in accordance with the City's Accounting Policies and Procedures and Public Trust Requirements (See Section 8).
- b.) TIDA-Managed Permits. TIDA will manage permits for all other activities requiring a permit, including but not limited to outdoor fitness classes, weddings, athletics, film and special events. Permit policies for these permits shall align with existing RPD permit policies. TIDA staff will be responsible for:
 - (1) Processing, issuance and approval of permits, including invoicing and the collection of any revenue from TIDA-Managed Permits.
 - (2) Providing customer service for TIDA-managed sites, including maintaining a dedicated email and phone line for inquiries and providing up-to-date reservation, facility and fee information to RPD for publication on RPD's website.
 - (3) Maintaining a calendar of permitted events that is updated and communicated to RPD staff on at least a weekly basis.
- c.) RPD Review of TIDA-Managed Permits. To ensure protection of park infrastructure and to avoid conflict with operations and maintenance of park facilities, TIDA will coordinate all TIDA-Managed Permits with RPD staff.
 - (1) TIDA shall coordinate and provide all materials sufficient for RPD review of all TIDA-Managed Permits, inclusive of scope, date & time, park impact, event schedule and logistics.
 - (2) RPD may provide recommendations on TIDA-Managed Permits to avoid activities that may be detrimental to park assets, maintenance and operations, or public access to TI/YBI Parks. TIDA and/or their Permittees shall be responsible for any additional operations, maintenance and repair costs related to TIDA-Managed Permits. Such operational support, maintenance and repairs may be performed by RPD via work order upon the agreement of both parties and subject to RPD's capacity.
 - (3) A reasonable timeline for RPD review of TIDA-Managed Permits will be mutually agreed upon by both Parties.
 - (4) TIDA shall distribute executed copies of all TIDA-managed permits to RPD Permits and Operations Division staff in advance of the event date.
 - (5) For public events that are organized by TIDA and do not require a permit, TIDA will notify RPD within a reasonable timeline, mutually agreed upon by both Parties.
- d.) RPD Staffing for TIDA-Managed Permits. If RPD staffing is needed to support a TIDA-permitted event, RPD staff time must be reimbursed to RPD at overtime rates.
- e.) Public Listings of Reservable Facilities and Permit Applications. TIDA's reservable facilities and event spaces shall be listed on RPD's website alongside other RPD-managed venues. Members of the public may submit requests to use TIDA's reservable spaces directly through RPD's permit processing systems. Applications for TIDA-managed sites will be routed to TIDA staff for review, processing and permit issuance.

7) CAPITAL IMPROVEMENTS

- a) Definition of Capital Improvements. TIDA shall retain responsibility and authority for (“Capital Improvements”) at TI/YBI Parks. Capital Improvements shall mean an undertaking that meets any of the following criteria:
 - (1) involves the replacement, renovation, or expansion of a component, system or facility beyond its original or existing state;
 - (2) Substantially extends the useful life of the asset, increases its capacity or service potential, or significantly upgrades the asset’s functionality or standard;
 - (3) Requires design, bidding and coordination steps typical of a multi-phase project and is funded through capital budgets (rather than routine operations and maintenance budgets).
- b) Regulatory Compliance. TIDA shall retain responsibility for compliance with all relevant regulatory codes. RPD shall provide technical review and oversight of Capital Improvement plans for TI/YBI Parks, to ensure alignment with RPD’s maintenance and design standards. TIDA will be responsible for environmental review and obtaining any and all regulatory permits required for Capital Improvements.
- c) Future Capital Improvements. Capital Improvements can be delivered by RPD through additional and separate interdepartmental service agreements, and upon the mutual agreement of both Parties and subject to available funding by TIDA.

8) PUBLIC TRUST

- a) Public Trust Requirements. The TI/YBI Parks are subject to the requirements of Tidelands Trust (“Public Trust Requirements”). RPD agrees to comply with the Public Trust Requirements in using the funds available under this Agreement. RPD will be responsible for providing all necessary information, including financial reporting of revenue and expenditures generated on Trust properties, to TIDA in order to comply with substantive and procedural requirements, including any reporting requirements to the California State Lands Commission.

9) CONTROLLER CERTIFICATION OF FUNDS

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

10) RESTRICTIONS ON USE; COMPLIANCE WITH LAW

- a) Compliance with Agreements and Law. RPD will not use or permit the TI/YBI Parks to be used in a manner that violates this Agreement, the A&R DDA, Financing Plan, CFD Resolution of Formation, and related plan documents, or applicable law, or that would materially interfere with the primary purposes of public access to the TI/YBI Parks.
- b) Hazardous Materials. RPD shall comply with the land use controls and institutional controls that were instated as part of remediation efforts led by the United States Navy (“US Navy”) on TI/YBI. These environmental restrictions and land use management requirements are outlined in the property quitclaim deeds, Covenant to Restrict Use of Property (CRUP), Finding of Suitability for Transfer (FOST), and Soil and Groundwater Management Plan (SGMP). RPD is responsible for complying with restrictions and requirements that may affect routine maintenance tasks, such as shallow irrigation line maintenance, utility

maintenance, vegetation planting, and grading of gravel and/or cover material. A memo summarizing these restrictions and requirements, prepared by TIDA's environmental consultant, Langan CA Inc., is attached in **Exhibit E**.

c) Remediation of Future TI/YBI Parks on US Navy property. The US Navy is responsible for remediation of future TI/YBI Park properties that are currently under their ownership. Any remediation efforts, land use controls, and institutional controls for future TI/YBI Parks currently under US Navy ownership will be clearly documented and shared with RPD.

11) DISPUTE RESOLUTION

a) If a dispute between or among TIDA and RPD arises under this Agreement, the contact person for affected agency shall in good faith meet with the others to resolve the dispute. If the contact persons are not able to resolve the dispute, resolution of the matter will be referred to the head of each affected agency. If the agency heads are unable to resolve the dispute, the matter will be referred to the Mayor's Office for resolution by the Mayor or his or her designee.

12) NOTICE

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

Address for RPD: Chief Financial Officer
San Francisco Recreation and Park Department McLaren
Lodge
San Francisco, CA 94117
Telephone No: (415) 831-2700

Address for TIDA: Treasure Island Director
Treasure Island Development Authority
39 Treasure Island Road, Suite 241
San Francisco, CA 94130
Telephone No: (415) 274-0660

b) 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 additionally be given by email or telephone to the address or numbers set forth above or such other address or number as may be provided from time to time; however, no party may give official or binding notice by email, telephone or facsimile.

13) ENTIRE AGREEMENT

a) This Agreement (including attached exhibits) contains the entire understanding between the Parties with respect to the subject matter hereof.

14) EXCLUSIVE BENEFIT OF PARTIES

a) The provisions of this Agreement are for the exclusive benefit of the Parties and not for the benefit of, nor give rise to any claim or cause of action by, any other person. This Agreement shall not be deemed to have conferred any rights upon any person except the signatories to this Agreement.

15) APPROVALS

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

16) AMENDMENTS

- a) This Agreement may be amended only by a signed writing of TIDA and RPD
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as
of the date written below.

CITY AND COUNTY OF SAN
FRANCISCO, a municipal corporation
operating by and through the
TREASURE ISLAND
DEVELOPMENT AUTHORITY

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

By: _____
ROBERT BECK
Treasure Island Director
Treasure Island Development Authority

By: _____
SARAH MADLAND
Interim General Manager
San Francisco Recreation and Park
Department

Date Signed: _____
Treasure Island Development Authority
Resolution No. _____

Date Signed: _____
San Francisco Recreation and Park Department
Resolution No. 2512-003

REVIEWED:
DAVID CHIU, City Attorney

By: _____
Deputy City Attorney

Date Signed: _____

Treasure Island/Yerba Buena Island Parks and Open Spaces

Park Name	Island	Acreage	Opening Date
Buckeye Grove - West stormwater garden	YBI	2.1	Now Open
Willow Bridge Park - East stormwater garden	YBI	1.3	Now Open
Panorama Park	YBI	2.2	Now Open
Signal Point	YBI	1.7	Now Open
The Rocks Dog Park	YBI	0.3	Now Open
Treasure Island Landing	YBI/TI	2.1	Now Open
Cityside Park 1 & 2	TI	5.7	Now Open
YBI natural areas and open space	YBI	57.6	Active
Clipper Cove Park	YBI	0.8	August 1, 2026 - est.
Chapel Grove	TI	2.7	August 1, 2026 - est.
Clipper Cove Promenade 1	TI	0.7	January 1, 2027 - est.
YBI Trails 1	YBI	9.1	July 1, 2027 - est.
Eastside Gardens 1	TI	0.5	January 1, 2029 - est.

Attachment A: Map of Parks—Treasure Island



Attachment A: Map of Parks - Yerba Buena Island



Attachment A: Map of natural areas and open spaces - Yerba Buena Island



Classification	Job Title	Year 1	Year 2	Year 3	Year 4	Year 5
		FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31
0922	Manager 1	1	1	1	1	1
2708	Custodian	1	1	1	1	1
3417	Gardener	7	7	7	7	7
3420	Natural Resource Specialist	2	2	2	2	2
3422	Park Section Supervisor	1	1	1	1	1
3424	IPM Specialist	0	0	1	1	1
3434	Arborist Tech	1	1	1	1	1
7346	Painter	1	1	1	1	1
7347	Plumber	1	1	2	2	2
7355	Truck Driver	0	0	1	1	1
Staff Total by FY		15	15	18	18	18

EXHIBIT A

1 CITY AND COUNTY OF SAN FRANCISCO
2 Community Facilities District No. 2016-1
2 (Treasure Island)

3

4 DESCRIPTION OF FACILITIES AND SERVICES TO BE FINANCED BY
4 THE CFD AND EACH IMPROVEMENT AREA THEREIN

5

6 FACILITIES

7

8 It is intended that the CFD, Improvement Area No. 1, and each Future Improvement
9 Area will be authorized to finance all or a portion of the costs of the acquisition,
10 construction and improvement of any of the following types of facilities:

11 A. Facilities Acquired from Third Parties

12 1. Acquisition - includes acquisition of land for public improvements.

13 2. Abatement - includes abatement of hazardous materials and disposal of
14 waste.

15 3. Demolition - removal of below-grade, at-grade, and above-grade facilities,
16 and recycling or disposal of waste.

17 4. Supplemental Fire Water Supply System - including, but not limited to,
18 main pipe, laterals, valves, fire hydrants, cathodic protection, manifolds, air-gap
19 back flow preventer, wharf fire hydrants, portable water pumper, and tie-ins for
20 onsite water supply network that is unique to San Francisco intended for fire
21 suppression.

22 5. Low Pressure Water - including, but not limited to, main pipe, pressure
23 reducing stations, laterals, water meters, water meter boxes, back flow
24 preventers, gate valves, air valves, blowoffs, fire hydrants, cathodic protection,

and tie-ins for onsite and offsite low pressure water supply network intended for domestic use.

6. Water Tank Facilities – including, but not limited to, storage tanks, pumps, and other facilities associated with water storage.

7. Recycled Water - including, but not limited to, main pipe, laterals, water meters, water meter boxes, back flow preventers, gate valves, air valves, blowoffs, cathodic protection, and tie-ins for recycled water supply network intended to provide treated wastewater for use in irrigation of parks and landscaping as well as graywater uses within buildings.

8. Storm Drainage System – including, but not limited to, main pipe, laterals, manholes, catch basins, air vents, stormwater treatment facilities, connections to existing systems, headwalls, outfalls, and lift stations for a network intended to convey onsite and offsite separated storm water.

9. Separated Sanitary Sewer – including, but not limited to, main pipe, laterals, manholes, traps, air vents, connections to existing systems, force main pipe and associated valves and cleanouts, and pump and lift stations for a network intended to convey separated sanitary sewage.

10. Joint Trench – including, but not limited to, the electrical substation, installation of primary and secondary conduits, overhead poles, pull boxes, vaults, subsurface enclosures, and anodes, for dry utilities including but not limited to electrical and information systems.

11. Earthwork – including, but not limited to, importation of clean fill materials, clearing and grubbing, slope stabilization, ground improvement, installation of geogrid, surcharging, wick drains, excavation, rock fragmentation, placement of fill, compaction, grading, erosion control, deep vibratory soil compaction, cement

1 deep soil mix (CDSM) columns and panels, stone columns, and post-
2 construction stabilization such as hydroseeding.

3 12. Retaining Walls – including, but not limited to, excavation, foundations,
4 construction of retaining walls, subdrainage, and backfilling.

5 13. Highway Ramps, Roadways, Pathways, Curb, and Gutter – including, but
6 not limited to, road subgrade preparation, aggregate base, concrete roadway
7 base, asphalt wearing surface, concrete curb, concrete gutter, medians, colored
8 asphalt and concrete, speed tables, class 1 and 2 bike facilities (e.g., cycle
9 tracks), sawcutting, grinding, conform paving, resurfacing, for onsite and offsite
roadways.

10 14. Traffic – including, but not limited to, transit stops, transit facilities, transit
11 buses and ferries, bridge structures, permanent pavement marking and striping,
12 traffic control signage, traffic light signals, pedestrian traffic lighting, and
13 contributions for offsite traffic improvements.

14 15. Streetscape – including, but not limited to, subgrade preparation,
15 aggregate base, sidewalks, pavers, ADA curb ramps with detectable tiles,
16 streetlights, light pole foundations, landscaping, irrigation, street furniture, waste
17 receptacles, newspaper stands, and public art.

18 16. Shoreline Improvements – including, but not limited to, demolition,
19 excavation, installation of revetment, structural improvements of shoreline and
20 revetment, and structural repair for replacement or retrofit of shoreline structures.

21 17. Parks – including, but not limited to, ground improvement, subgrade
22 preparation, landscaping and trees, aggregate base, sidewalks, pavers,
23 decomposed granite, lighting, irrigation, furniture, decks, fountains, and
24 restrooms.

1 18. Ferry Terminal – including, but not limited to, foundations, ferry shelter
2 building, signs, electronic toll collection system, breakwaters, pier, gangway,
3 float, restroom, bike storage
4

5 19. Hazardous Soil Removal – removal and disposal of contaminated soil.

6 20. Community Facilities – including, but not limited to, costs of police station,
7 fire station, community center spaces for uses including reading room/library,
8 senior/adult services, teen/youth center, **outdoor performance and gathering**
9 **spaces, community gardens, public school, childcare centers, public recreational**
10 **facilities including ballfields, playing fields and sports centers, and publicly-owned**
11 **parking garages.**

12 21. Any other amounts specifically identified in the DDA as a Qualified Project
13 Cost.

14 22. Hard Costs, Soft Costs and Pre-Development Costs, as defined in the
15 Conveyance Agreement, associated with the design, procurement, development
16 and construction of all Facilities listed herein.

17 B. Authorized Payments

18 1. **Contribution to the City and other public agencies for costs related to open**
19 **space improvements, transportation and transit facilities, and design and**
20 construction of ramps and access roads.

21 C. Facilities Constructed by the City or TIDA

22 1. Sea Level Rise Adaptations – including, but not limited to, demolition,
23 excavation, and installation of revetment; structural improvements of shoreline
24 and revetment; construction, improvement or relocation of shoreline structures,
25

1 seawalls, stormwater pump stations and outfalls; earthwork, grading and
2 landscaping; and the development of intertidal zones or wetlands.

3 2. Facility Capital Improvements – upgrade, reconstruction, or replacement
4 of publicly-owned assets on Treasure Island and Yerba Buena Island, including,
5 but not limited to, buildings, hangars, school facilities, living quarters, parks,
6 improvements for sea-level rise, piers, and the Acquisition Facilities described in
7 Section A of this Exhibit A.

8 NOTE: The categories of facilities labeled “Facilities Acquired from Third Parties”
9 and “Facilities Constructed by the City or TIDA” reflect current assumptions of the
10 City and TIDA. The CFD shall be authorized to finance the listed facilities
11 whether they are acquired from third parties or constructed by the City or TIDA.

SERVICES

1
2 Special taxes collected in the CFD, Improvement Area No. 1, and each Future
3 Improvement Area will finance, in whole or in part, the following services ("services"
4 shall have the meaning given that term in the Mello-Roos Community Facilities Act of
5 1982):

6

- 7 • The costs of operating and maintaining Improvements constructed pursuant
8 to the Parks and Open Space Plan within the Project Site, including
9 installing landscaping, all personnel or third-party maintenance costs, costs
10 of maintaining irrigation systems and other equipment directly related to
11 maintenance, maintenance or replacement as needed of landscape areas,
12 water features, bathrooms, trash receptacles, park benches, planting
13 containers, picnic tables, and other equipment or fixtures installed in areas
14 to be maintained, insurance costs, and any other related overhead costs,
15 along with TIDA personnel, administrative, and overhead costs related to
16 maintenance or to contracting for and managing third-party maintenance.
17 The terms used in this paragraph have the meaning given them in the
18 Financing Plan.
- 19 • Operating and maintaining TIDA owned structures and facilities within the
20 Project Site, including but not limited to Building 1, Hangers 2 & 3, Pier 1,
21 the Historic Officers' Quarters, Quarters 10 & 62, the Torpedo Building,
22 Chapel, gymnasium, roadways, paths and walkways. Costs include but are
23 not limited to all personnel or third-party maintenance costs, costs of
24 maintaining systems and other equipment directly related to maintenance,
25 as needed, of building systems, roofs, building envelope, and interiors,
insurance costs, and any other related overhead costs, along with TIDA
personnel, administrative, and overhead costs related to maintenance or to
contracting for and managing third-party maintenance. The terms used in
this paragraph have the meaning given them in the Financing Plan.

OTHER

1 The CFD, Improvement Area No. 1, and each Future Improvement Area may also
2 finance any of the following:

4 1. Bond related expenses, including underwriters discount, reserve fund,
5 capitalized interest, letter of credit fees and expenses, bond and disclosure counsel fees
6 and expenses, bond remarketing costs, and all other incidental expenses.

8 2. Administrative fees of the City and the bond trustee or fiscal agent related to
9 the CFD, Improvement Area No. 1, and each Future Improvement Area and the Bonds.

11 3. Reimbursement of costs related to the formation of the CFD, Improvement
12 Area No. 1, and each Future Improvement Area advanced by the City, the landowner(s)
13 in the CFD, Improvement Area No. 1, and each Future Improvement Area, or any party
14 related to any of the foregoing, as well as reimbursement of any costs advanced by the
15 City, the landowner(s) in the CFD, Improvement Area No. 1, and each Future
16 Improvement Area or any party related to any of the foregoing, for facilities, fees or
17 other purposes or costs of the CFD, Improvement Area No. 1, and each Future
18 Improvement Area.

20 4. Funding a capital reserve fund to finance the Facilities described in this
21 Exhibit.

EXHIBIT B

CITY AND COUNTY OF SAN FRANCISCO
Community Facilities District No. 2016-1
(Treasure Island)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR
IMPROVEMENT AREA NO. 1

INTERDEPARTMENTAL SERVICE AGREEMENT - INTERNAL BILLING
OFFICE OF THE CITY ADMINISTRATOR - TREASURE ISLAND DEVELOPMENT AUTHORITY
Fiscal Year 2025-26

BUDGET DETAIL - Requesting Department (TIDA)

Department ID	Fund ID	Authority ID	Project ID	Activity ID	Account ID	Description	Total Amount
---------------	---------	--------------	------------	-------------	------------	-------------	--------------

TOTAL AMOUNT **\$0.00**

BUDGET DETAIL - Performing Department (SFRPD)

Department ID	Fund ID	Authority ID	Project ID	Activity ID	Account ID	Description	Total Amount
---------------	---------	--------------	------------	-------------	------------	-------------	--------------

TOTAL AMOUNT **\$0.00**

DESCRIPTION OF SERVICE DELIVERABLES

BILLING INSTRUCTIONS

Billing: Performing department incurs costs in its own fund, authority and project and submits a journal entry to recover costs from the requesting department through Internal billing process. Performing department will submit work order billings quarterly and may also submit a final FY reconciliation invoice by July 31 after FY-end, if necessary.

Method of Calculation of Charges: Agreed upon costs per cost estimates/Service Order. Supporting documents for personnel costs, including classification/hourly rates, MFB/o

YES

NO

Billing Frequency & Disputes: Department is responsible to submit billing on a quarterly basis. All billing disputes need to be reported to the performing department within 15 days.

Performance Monitoring & Project Completion: At the request of the requesting department, performing department has to provide periodic status updates. When project is completed, performing department should notify the requesting department the scope of work is complete and perform project/financial closeout within 30 days.

Requesting Department Fiscal Contact

Name TIDA Finance Manager
Title ADM Chief Financial Officer
E-mail
Phone

Performing Department Fiscal Contact

Name RPD Budget Manager
Title
E-mail
Phone

SIGNATURES

Requesting Department Approval

Name Katharine Petrucione
Title
E-mail
Phone

Performing Department Approval

Name RPD Director of Administration and Finance
Title
E-mail
Phone

Requesting Department Signature

Performing Department Signature

Date

Date

TO: Eric Andersen
San Francisco Recreation and Parks Department

FROM: Christoper Glenn, PE, LEED GA, Senior Associate
Grace Stafford, Project Manager
Alanna Habegger Mc Cabe, PE, Senior Staff Engineer
Langan CA, Inc.

DATE: 8 November 2024

SUBJECT: Environmental Restrictions at Treasure Island and Yerba Buena Island
Future Open Space Parcels
Former Naval Station Treasure Island
San Francisco, California
Langan Project No. 731611603

This technical memorandum summarizes land use controls (LUCs) and institutional controls (ICs), otherwise known as environmental restrictions, for the San Francisco Recreation and Parks Department's (SFRPD's) use in managing restrictions on future open space parcels acquired by the Treasure Island Development Authority (TIDA) from the United States Department of the Navy (Navy) at Treasure Island (TI) and Yerba Buena Island (YBI). This technical memorandum provides a list of notices, covenants, restrictions, and actions required, as stated in the quitclaim deeds, Covenant to Restrict Use of Property (CRUP) documents and Finding of Suitability for Transfer (FOST) documents which overlap the future proposed open space parcels, to aid in understanding of the implications and obligations of the environmental restrictions during routine maintenance tasks by the SFRPD. This report also captures land use management requirements from the Soil and Groundwater Management Plan (SGMP) as relevant to the open space parcels.

The former Naval Station Treasure Island (NAVSTA TI) is located in San Francisco Bay between San Francisco and Oakland, California, and consists of TI and YBI. TI, a man-made island, was constructed in 1939 for the Golden Gate International Exposition and, along with YBI, was later used by the Navy for World War II-related activities. Due to past naval activities, contamination was found in the soil and groundwater, prompting the Navy to start the Installation Restoration (IR) program in 1987 to investigate and address environmental contamination. This program aims to reduce risks to human health and the environment, with regulatory oversight provided by the California Environmental Protection Agency (Cal/EPA), California Department of Toxic Substances Control (DTSC), California Department of Public Health (CDPH), and the Regional Water Quality Control Board (Water Board).

In 2015, following partial completion of environmental investigation and cleanup activities under the IR program, the Navy began transferring portions of TI and YBI to TIDA for reuse and redevelopment. As shown in Figure 1, some areas of TI are still retained by the Navy and are undergoing cleanup.

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San Francisco, California
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This memorandum focuses on restrictions in place on transferred property and how they may affect SFRPD maintenance operations. We have assumed that SFRPD maintenance activities primarily include shallow irrigation line maintenance, utility maintenance, vegetation planting, and grading of gravel and/or cover material. Future restrictions associated with property under Navy ownership (red shaded area of Figure 1) are not discussed here because the future open space areas will not be constructed/accessible in the immediate future and restrictions are not yet known. The following text explains the types of environmental restrictions at TI and YBI while Table 1 details where the environmental restrictions apply, the restrictions/actions required by the restrictions and our opinion as to whether it will affect SFRPD maintenance activities. We recommend that SFRPD review all environmental restrictions in Table 1 in regards to proposed maintenance tasks.

This memorandum and Table 1 are not a comprehensive list of all environmental restrictions at TI and YBI. For the purposes of this memorandum, environmental restrictions at property that overlaps future proposed open space areas are discussed below and Table 1 provides opinion of if specific restrictions are expected to affect SFRPD maintenance activities. Restrictions which do not overlap future open space areas are not included.

Property-Wide Environmental Restrictions

Current property-wide restrictions at TI and YBI include restrictions on disturbing existing Navy groundwater and soil gas monitoring wells, restrictions on installation of groundwater production wells and buildings known to contain asbestos-containing material (ACM) and lead based paint (LBP) have use restrictions and abatement requirements prior to and following building demolition. We expect that SFRPD operations will be affected by the restriction against disturbing Navy monitoring wells on TI as shown on Figure 2. There are no monitoring wells currently at YBI. The Navy's monitoring well program is continually in flux and may have a slightly different alignment through SFRPD's tenure at TI. Monitoring wells are added and removed as needed to support the Navy's program. Therefore, it is crucial to inquire with TIDA on the current monitoring well program status prior to initiating ground disturbing work in these areas. Monitoring wells can be round metal plates flush with the surrounding surface, ranging in size from two inches to 12 inches in diameter. Some may be constructed with a stove pipe extending above ground. The monitoring wells must not be disturbed or damaged during maintenance work. If damage occurs, TIDA, the Navy and regulatory agencies must be notified immediately. We expect at least some monitoring wells to remain in ground once parks are constructed and SFRPD assumes maintenance responsibilities.

Lead Restriction Areas

Lead restriction areas identified in orange on Figure 1 are in place due to lead remaining in soil. The lead can be interacted with safely under the guidance protocols of a Site Management Plan (SMP). The paved areas around Quarters 1 – 7 on YBI are considered a cap that covers soil with lead. If the paved areas are disturbed, an SMP must be followed. Subsurface work below the

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paved areas at Quarters 1 – 7 on YBI will follow the SGMP. We expect SFRPD maintenance activities to be affected by the lead restrictions.

Comprehensive Environmental Response Compensation and Liability Act (CERCLA) Restriction Areas

CERCLA restriction areas identified in purple in Figure 1 are in place due to residual contamination remaining in soil and/or groundwater. The soil and groundwater can be safely handled under the guidance protocols of an SMP. Environmental restrictions at CERCLA Site 21 and Site 24 require following an SMP for subsurface work and certain land use restrictions, see Table 1 for specifics. Subsurface work within CERCLA Sites 21 and 24 will follow the SGMP. We expect SFRPD maintenance activities to be affected by CERCLA restriction areas.

Petroleum Restriction Sites

Petroleum restriction sites identified in blue on Figure 1 are in place due to low-level concentrations of petroleum remaining in soil. The petroleum-impacted soils can be safely handled under the guidance protocols of an SMP. Each petroleum site has a different depth at which any work below that depth must follow an SMP, which is defined on Table 1. Subsurface work below the defined depth at a petroleum site will follow the SGMP. We expect SFRPD maintenance activities to be affected by petroleum site restrictions.

Polychlorinated Biphenyls (PCB) Restriction Areas

PCB restriction areas are in place due to PCBs remaining in building vault rooms associated with historical electrical equipment. Despite the future open space areas overlapping some of the PCB restriction areas, we do not expect that SFRPD maintenance activities will be affected because the restrictions are inside buildings unlikely to be accessed by SFRPD.

Tidelands Trust Area

The Tidelands Trust Area on YBI requires that the land be used for water dependent purposes or kept in its natural state and made available to the public. We do not expect SFRPD maintenance activities to be affected by the Tidelands Trust area.

Per- And Polyfluoroalkyl Substances (PFAS) Sites

PFAS have been detected in soil and/or groundwater at the PFAS sites¹. Areas of Interest (AOIs) 1, 3 and 4 and IR Sites 21 and 24 overlap future open space parcels. While no formal deed restrictions are currently in place at PFAS sites, restrictions may be put in place in the future once investigation concludes. Some PFAS sites may be eliminated upon further investigation. The future restrictions will likely include following an SMP for PFAS and requiring personal protective equipment (PPE) for subsurface work to prevent soil and groundwater contact, and

¹ NAVFAC, 2023. Final Site Inspection Report, Per- and Polyfluoroalkyl Substances (PFAS) at IR Sites 7, 14, 21, and 24 and AOIs 1, 2, 3, 4, and 54, Former Naval Station Treasure Island, San Francisco, California. September 8.

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any groundwater discharge to follow applicable discharge regulations for PFAS. We anticipate that the possible future requirement to follow an SMP at PFAS sites where it is a deed restriction will affect SFRPD maintenance activities. This would be the condition that any subsurface work within a PFAS site requires following an SMP. Detail on what those SMP compliance measures may look like are provided below in the SGMP section.

Soil and Groundwater Management Plan (SGMP)

In addition to the environmental restrictions detailed above that require an SMP be followed for subsurface work, the DTSC requested that the SGMP be implemented anywhere on TI and YBI where subsurface work occurs that:

- Disturbs a total volume of greater than 50 cubic yards, and
- Has a depth greater than one foot below ground surface (bgs).

We expect that the requirement to follow the SGMP anywhere on TI and YBI if the above thresholds are met may affect SFRPD maintenance activities.

SGMP Protocols

The SGMP describes management protocols to follow to protect human health and the environment when interacting with the subsurface at TI and YBI. In addition to standard best practices and requirements such as utility clearance, obtaining permits, proper material disposal, and identifying work areas, the SGMP stipulates the following protocols which are expected to affect SFRPD maintenance activities in areas where the SGMP must be followed.

Prior to conducting intrusive work on TI and YBI that must follow the SGMP, SFRPD contractors and their site personnel must be trained on SGMP requirements and conditions. Training involves review of the SGMP and attending a pre-construction training conducted by an environmental professional. The contractor will fill out and sign Appendix B of the SGMP prior to any soil disturbing work or groundwater producing activities.

Work following the SGMP must adhere to certain preparation measures to proactively manage potential contaminants. An Environmental Health and Safety Plan (EHASP) must be submitted to the San Francisco Department of Public Health (SFDPH) which identifies potential contaminants and requires onsite workers be 40-hour Hazardous Waste Operation and Emergency Response (HAZWOPER) trained.

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Prior to work in an environmentally restricted area, the DTSC, Water Board, Treasure Island Community Development (TICD), and TIDA must be notified at least seven days prior to the start of intrusive work².

If import material of any kind (soil, sand, aggregate) needs to be imported, it must be tested and meet the import criteria in SGMP Section 4.7.

Noise and air quality mitigation procedures must be followed as detailed in SGMP Section 4.9. This may include complying with noise mitigation measures, preparing and following a traffic management plan, and implementing emission mitigation actions dependent on breadth of work.

Dust control measures must be followed according to SGMP Section 5.0. This can include preparing and following a Dust Control Plan approved by the SFDPH, implementing Bay Area Air Quality Management District (BAAQMD) dust mitigation, dust and air monitoring and documentation, and perimeter dust monitoring with specialized equipment.

Work must be done in compliance with a YBI and TI-specific stormwater pollution prevention plan to manage stormwater.

When working in areas without known environmental contamination, trained contractor personnel must be aware of unknown or unanticipated conditions that may be encountered during intrusive work. SGMP Section 6.2 protocol must be followed if contaminated soil is encountered in areas without known environmental contamination. If other unknown conditions are encountered, such as subsurface structures, underground storage tanks (USTs), pipelines or other debris, the unknown conditions response protocol must be followed in SGMP Section 11. Response protocols to unknown conditions include stopping work, notifying TIDA, and the regulatory agencies, implement appropriate safety measures, and may include sample collection and excavation.

SFRPD and their contractors must be aware of the above stated restrictions in the future open space parcels at Treasure Island prior to commencing intrusive work and related maintenance activities which require the SGMP.

Attachments: Table 1 – Land Use Controls on Future Recreation and Parks Department Sites
Figure 1 – Navy Property, PFAS Areas and Restrictions on Transferred Land
Figure 2 – Navy Monitoring Wells

731611603.71 Technical Memo-Env Restrictions at Treasure Island_Open Space Parcels_Formal Naval Station Treasure Island

² Terraphase, 2023. Updated Soil and Groundwater Management Plan, Former Naval Station Treasure Island, San Francisco, California. 17 March.

TABLE

Table 1
Land Use Controls on Future Recreation and Parks Department Sites
Treasure Island and Yerba Buena Island, San Francisco, CA

Project No. 731611603
November 2024

Location	Environmental Restriction	Expected to Affect SFRPD Operations?
Property-wide	Restrict disturbance of existing groundwater and soil gas monitoring wells unless specifically approved by the Navy	Yes
Property-wide	Restrict the installation of groundwater production wells without the written approval of the DTSC and Water Board.	No
Property-wide	Prohibit occupancy and use of buildings and structures, or portions thereof, containing known asbestos hazards before abatement of such hazards.	No
Property-wide	In connection with use and occupancy including, but not limited to, demolition of buildings and structures containing asbestos or ACM, comply with all applicable federal, state, and local laws relating to asbestos and ACM.	No
Property-wide	In the event that friable, accessible, or damaged asbestos is discovered, access, use, or occupancy is prohibited until the building is demolished in accordance with all applicable federal, state, and local laws and other requirements relating to asbestos or ACM.	No
Property-wide	A notice of release (NOR) from the Navy can be requested if: 1. Demolition of buildings which required removal of ACM in accordance with regulations has been completed, 2. ACM abatement has been completed, 3. Necessary soil remediation has been completed, and 4. Certification in writing that actions have been conducted to the extent required in accordance with all applicable federal, state, and local laws and regulations is submitted to the Navy. The NOR will remove notices and restrictions relating to ACM in the deed from the specified portion of Property.	No
Property-wide	Manage LBP in compliance with applicable federal, state, and local laws and regulations.	No
Property-wide	Prohibit the interim use of structures on the property as residential real property or child-occupied facilities, prior to any demolition or legally required abatement of LBP hazards	No
Property-wide	Conduct soil sampling and, if necessary, remediation after demolition and removal of demolition debris and prior to occupancy of any newly constructed housing units in a manner consistent with applicable regulations.	No
Property-wide	An NOR from the Navy can be requested if demolition of the improvements on the property and the appropriate federal, state, or local regulatory agency(s) have concurred in writing that LBP has been removed from the improvement and any necessary soil remediation has been conducted to the extent required by laws and regulations	No
Quarters 10 and Building 267	Prohibit residential use at these buildings on YBI.	No
Quarters 1 through 7	Restrict activities that may disturb or alter the paved area (cap) surrounding Quarters 1 through 7 (e.g., excavation, intrusion into building slab foundation, grading, removal, trenching, filling, earth movement, or mining), except as authorized by a DTSC-approved Soil Management Plan (SMP) and project-specific work plan (upon DTSC-request)	Yes
Quarters 1 through 7	If violation of cap restriction is observed during annual inspection, identify party responsible for violation, send letter advising party of violation, and instruct party to cease operations immediately.	No
Quarters 1 through 7	If emergency work is necessary which disturbs the integrity of the cap, the responsible party must notify TIDA/the DTSC.	Yes
Quarters 10	Maintain hardscape cap around Quarters 10 as a barrier between underlying soil and surface.	No

Table 1
Land Use Controls on Future Recreation and Parks Department Sites
Treasure Island and Yerba Buena Island, San Francisco, CA

1.Causeway Pipeline; 7 feet bgs (5 feet above NAVD88) and deeper 2.UST 227; 8 feet bgs (3 feet above NAVD88) and deeper 3.Inactive Fuel line F2A; 6.5 feet bgs (5 feet above NAVD88) and deeper 4.Inactive Fuel Line F2B; 5.5 feet bgs (6 feet above NAVD88) and deeper 5.Inactive Fuel Line D1B; 5 feet bgs (7 feet above NAVD88) and deeper 6.Petroleum Site 14/22; 7 feet bgs (4 feet above NAVD88) and deeper 7.Building 66 (UST 66 area); 284 feet above NAV88 and deeper 8.Pipeline YF3; 41 feet above NAV88 and deeper 9.Site 25: Shallow and deep soils 12.Site 15: Shallow and deep soils	A deed restriction is in place which restricts earthwork at the depths noted, except in accordance with an SMP approved by the Water Board.	Yes
Site 25	Prohibit residential use without written Water Board approval.	No
Site 28	Restrict the land use to those uses allowed under the Tidelands Trust.	No
Building 118 and Building 200 vault rooms	Occupancy of these vault rooms is restricted to low occupancy within the meaning of TSCA due to polychlorinated biphenyls (PCBs).	No
Property-wide	An NOR from the Navy can be requested if demolition of the improvements on the property containing PCBs has been completed, all PCBs have been removed from the improvements, or all PCBs have been remediated in accordance with all applicable federal, state, and local laws and regulations. The NOR will remove all notices and restrictions relating to PCBs in this deed from the specified portion of Property	No
Site 21	Restrict against interior building alterations resulting in the southeast corner of Building 3 being converted to a fully enclosed space, unless a vapor intrusion assessment is performed	No
Site 21	Restrict groundwater uses, including groundwater extraction and groundwater production, except for dewatering and sampling purposes, unless performed in accordance with an approved SMP approved by DTSC	No
Site 21	Restrict against changes of current land use from commercial to residential at existing buildings, and the construction of new non-commercial or new residential buildings without the evaluation and potential installation of engineering controls to address volatile organic compounds (VOCs).	No
Site 21	Restrict against residential use until a vapor intrusion assessment is conducted and engineering controls, if needed, are implemented that are protective of residential use.	No
Site 21	Restrict land-disturbing activities and intrusive work such as grading, soil excavation, trenching, backfilling or groundwater contact without a Navy, DTSC, and Water Board-approved site management plan.	Yes
Site 21	Restrict activities that may alter or interfere with survey monuments and groundwater or soil gas monitoring wells that have not been abandoned with prior DTSC approval. TIDA may request from the Navy and DTSC a list of wells that have not been abandoned.	Yes
Site 21	Complete and submit to the Navy, DTSC, and Water Board an Annual IC Compliance Monitoring Report and IC Compliance Checklist	No
Site 21	Notify TIDA/the DTSC as soon as possible, but no longer than 10 working days after discovery of any LUC/IC activity that is inconsistent with the use restrictions (i.e. breach).	Yes
Site 21	Notify TIDA/the DTSC how a breach of LUC/IC use restrictions will be addressed or has been addressed as soon as practicable, but no more than 10 working days after transferee's notification of the breach.	Yes

Table 1
Land Use Controls on Future Recreation and Parks Department Sites
Treasure Island and Yerba Buena Island, San Francisco, CA

Project No. 731611603
November 2024

Site 24	Unless conducted in accordance with an approved SMP, prohibit intrusive work involving grading, soil excavation, trenching, backfilling, or groundwater contact, or altering or destroying monitoring wells in Residential Use, Groundwater, and Commercial/Industrial ARIC	Yes
Site 24	Prohibit residential building construction in Residential Use ARIC or commercial/industrial building construction in Commercial/Industrial ARIC, until a vapor intrusion assessment is conducted and engineering controls, if needed, are implemented that are protective of the corresponding uses and maintained in accordance with an approved vapor mitigation plan.	No
Site 24	Prohibit residential use, human hospitals, schools for persons under age 21, and daycare centers for children in Residential Use ARIC unless engineering controls are implemented in accordance with an approved vapor mitigation plan.	No
Site 24	Prohibit changes of current land use from unoccupied or commercial/industrial to residential (in Residential Use ARIC) or from unoccupied to commercial/industrial (in Commercial/Industrial ARIC) at existing buildings until a vapor intrusion assessment is conducted and engineering controls, if needed, are implemented that are protective of residential uses and maintained in accordance with an approved vapor mitigation plan	No
Site 24	Complete and submit to the Navy, DTSC, and Water Board an Annual IC Compliance Monitoring Report and IC Compliance Checklist	No
Site 24	Notify TIDA/the DTSC as soon as possible, but no longer than 10 working days after discovery, of any LUC/IC activity that is inconsistent with the Site 24 environmental restrictions (i.e. breach).	Yes
Site 24	Notify TIDA/the DTSC how a breach of the Site 24 LUC/IC environmental restrictions will be addressed or has been addressed as soon as practicable, but no more than 10 working days after transferee's notification of the breach.	Yes

Notes:

Highlights correspond to shading on Figure 1 as follows:

Areas with Restrictions for Lead

Areas with Petroleum Restrictions

Areas Restricted to Land Use as defined by the Tidelands Trust

Buildings with Restrictions for PCBs

Areas with CERCLA Restrictions

ACM - Asbestos-containing Material

ARIC - Area Requiring Institutional Controls

CERCLA - Comprehensive Environmental Response, Compensation, and Liability Act

CRUP - Covenant to Restrict Use of Property

DSS - Department of Social Services

IC - Institutional Control

LBP - Lead-based Paint

LUC - Land Use Control

NOR - Notice of Release

O&M - Operation and Maintenance

PCB - Polychlorinated Biphenyl

SFDPH - San Francisco Department of Public Health

SFPUC - San Francisco Public Utilities Commission

SFRPD - San Francisco Recreation and Parks Department

SGMP - Soil and Groundwater Management Plan

SMP - Site Management Plan

TI - Treasure Island

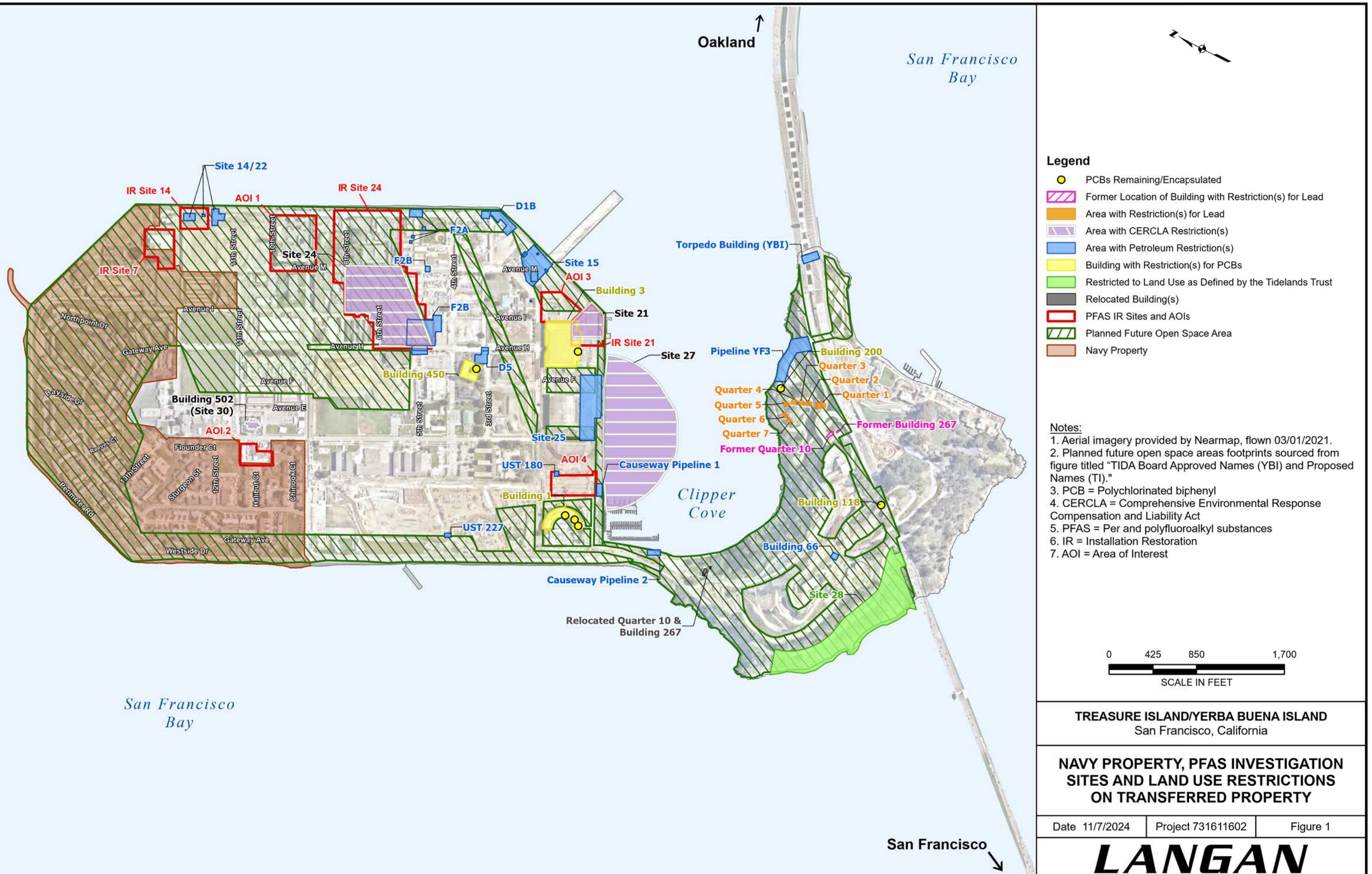
TICD - Treasure Island Community Development

TICDC - Treasure Island Child Development Center

TIDA - Treasure Island Development Authority

YBI - Yerba Buena Island

FIGURES





1 [Memorandum of Understanding with the Recreation and Park Department]

2 **Resolution approving a Memorandum of Understanding with the San Francisco**
3 **Recreation and Park Department for maintenance and operations of the TI/YBI**
4 **Parks System.**

5 WHEREAS, Former Naval Station Treasure Island (the "Base" or "Treasure Island") is
6 a former military base located in the City and County of San Francisco (the "City") consisting
7 of approximately 550 acres on Treasure Island and Yerba Buena Island; and

8 WHEREAS, The Base was selected for closure and disposition by the Base
9 Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its
10 subsequent amendments, and the Base ceased operations in 1997; and

11 WHEREAS, Under the Treasure Island Conversion Act of 1997 (AB 699), which
12 amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to
13 Chapter 1333 of the Statutes of 1968, the State Legislature (i) granted to the Board of
14 Supervisors the authority to designate the Treasure Island Development Authority ("TIDA") as
15 a redevelopment agency under California Community Redevelopment Law with authority over
16 the Base; and (ii) with respect to those portions of the Base that are subject to the public trust
17 for commerce, navigation and fisheries (the "Public Trust"), vested in TIDA the authority to
18 administer the Public Trust as to such property; and

19 WHEREAS, On April 21, 2011, the TIDA Board of Directors unanimously made certain
20 environmental findings under the California Environmental Quality Act ("CEQA") and approved
21 a package of legislation in furtherance of the development project (the "Project"), including a
22 disposition and development agreement (the "DDA") with Treasure Island Community
23 Development, LLC ("TICD"); and

24 WHEREAS, On June 7, 2011, the Board of Supervisors unanimously confirmed
25 certification of the final environmental impact report and made certain environmental findings

1 under CEQA (collectively, the “FEIR”) by Resolution No. 246-11 and approved a package of
2 legislation in furtherance of the Project; and

3 WHEREAS, The DDA included as an exhibit the Parks and Open Space Plan
4 obligating the construction and delivery to TIDA of a world-class series of parks and open
5 spaces across both Islands (heretofore referred to collectively as the “TI/YBI Parks System”);
6 and

7 WHEREAS, The Yerba Buena Island Habitat Management Plan (HMP) assigns TIDA
8 long term responsibility for repair, restoration and improvement of Yerba Buena Island’s
9 undeveloped and extant natural areas totaling approximately 57.6 acres (heretofore referred
10 to collectively as the “YBI Natural Areas”); and

11 WHEREAS, The TI/YBI Parks System and the YBI Natural Areas are of a scale and
12 complexity requiring specialized operations and maintenance services to assure the long-term
13 success, quality, health and attractiveness of the spaces; and

14 WHEREAS, The San Francisco Recreation and Park Department (RPD)’s long-term
15 commitment, values, mission, ties with community partners, and broad reach make it the ideal
16 party to operate the TI/YBI Parks System and maintain the YBI Natural Areas; and

17 WHEREAS, TIDA and RPD wish to enter a Memorandum of Understanding (“MOU”)
18 for RPD’s operation and maintenance of the TI/YBI Parks System and the YBI Natural Areas;
19 and

20 WHEREAS, This MOU establishes the scope of services to be performed by RPD and
21 the compensation and funding mechanisms that TIDA will provide RPD for these services;
22 and

23 WHEREAS, Executing this MOU does not transfer the current or future spaces
24 jurisdiction from TIDA to either RPD or the Recreation and Park Commission, and these on-
25

- 1 Island properties remain outside the formal "park land" designation within the meaning of the
- 2 San Francisco Charter; and

3 WHEREAS, The San Francisco Recreation and Park Commission approved the MOU
4 at its December 18, 2025 meeting by Commission Resolution No.2512-003; now therefore be
5 it

6 **RESOLVED**, That the Authority hereby authorizes the Treasure Island Director or his
7 designee to execute the Memorandum of Understanding in substantially the form attached
8 hereto as Exhibit A with the San Francisco Recreation and Park Department for maintenance
9 and operations of the TI/YBI Parks System and YBI Natural Areas; and, be it

10 **FURTHER RESOLVED**, That the Board of Directors hereby authorizes the Treasure
11 Island Director or his designee to enter into any additions, amendments or other modifications
12 to the Memorandum of Understanding that the Director of Island Operations determines in
13 consultation with the City Attorney are in the best interests of the Authority, that do not materially
14 increase the obligations or liabilities of the Authority, that do not materially reduce the rights of
15 the Authority, and are necessary or advisable to complete the preparation and approval of the
16 Agreement, such determination to be conclusively evidenced by the execution and delivery by
17 the Treasure Island Director or his designee of the documents and any amendments thereto.

18

CERTIFICATE OF SECRETARY

20 I hereby certify that I am the duly elected Secretary of the Treasure Island
21 Development Authority, a California nonprofit public benefit corporation, and that the
22 above Resolution was duly adopted and approved by the Board of Directors of the
23 Authority at a properly noticed meeting on January 14, 2026.

24

25

Mark Dunlop, Secretary

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