

**THIS PRINT COVERS CALENDAR ITEM NO.: 10.3**

**SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY**

**DIVISION:** Finance and Information Technology

**BRIEF DESCRIPTION:**

Approving the terms and conditions of a Memorandum of Understanding (MOU) between the San Francisco Municipal Transportation Agency (SFMTA), San Francisco Animal Care & Control (ACC), and the Real Estate Division of the San Francisco Office of the City Administrator (RED) for the jurisdictional transfer of property between the SFMTA and ACC.

**SUMMARY:**

- The City owns, under the SFMTA's jurisdiction, real property at 1401-1419 Bryant Street (Bryant Street Property).
- The City and County of San Francisco (City) owns, under ACC's jurisdiction, real property known as 1200 15<sup>th</sup> Street.
- The SFMTA and ACC propose to jurisdictionally transfer and exchange the 15<sup>th</sup> Street Property and the Bryant Street Property pursuant to the terms and conditions of the MOU, which became effective on June 19, 2019.
- The transfer will allow ACC to construct and operate a new Animal Care and Control facility and provide the SFMTA with real estate for operations.
- Based on fair market value and current market conditions, the City's Director of Property determined an equivalent value at \$11,900,000. The proposed transfer would be a no fee property exchange between City departments.

**ENCLOSURES:**

1. SFMTAB Resolution
2. Memorandum of Understanding
3. <http://sf-planning.org/area-plan-eirs> (Eastern Neighborhoods Rezoning and Area Plans Final Environmental Impact Report)

**APPROVALS:**

DIRECTOR Tom Maguire

SECRETARY R. Brumer

**DATE**

August 26, 2019

August 22, 2019

**ASSIGNED SFMTAB CALENDAR DATE:** September 3, 2019

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### **PURPOSE**

Approving the terms and conditions of a Memorandum of Understanding between the San Francisco Municipal Transportation Agency (SFMTA), San Francisco Animal Care & Control (ACC), and the Real Estate Division of the San Francisco Office of the City Administrator (RED) for the jurisdictional transfer of property between the SFMTA and ACC.

### **STRATEGIC PLAN GOALS AND TRANSIT FIRST POLICY PRINCIPLES**

This action supports the following SFMTA Strategic Plan Goals and Objectives:

Goal 3: Improve the quality of life and environment in San Francisco and the region.  
Objective 3.5: Achieve financial stability for the agency.

Goal 4: Create a workplace that delivers outstanding service  
Objective 4.2: Improve the safety, security, and functionality of SFMTA work environments.

This action supports the following Transit First Policy principle:

1. To ensure quality of life and economic health in San Francisco, the primary objective of the transportation system must be the safe and efficient movement of people and goods.

### **DESCRIPTION**

On June 19, 2019, a Memorandum of Understanding (MOU) for the jurisdictional transfer of property between the San Francisco Municipal Transportation Agency and the City's Animal Care and Control Department became effective with the execution of the MOU by the SFMTA's Director of Transportation, City's Director of Property, and City's Director of Animal Care and Control. The SFMTA property is located at 1401 – 1419 Bryant Street (Bryant Street Property) and the Animal Care and Control property is located at 1200 15<sup>th</sup> Street (15<sup>th</sup> Street Property).

The Bryant Street Property, located at 1401-1419 Bryant Street, is owned by the City and under the jurisdictional of the SFMTA and makes up a portion of Assessor's Block 3904, lot 002. The property consists of an approximate 48,000 square foot lot improved with an historic brick building of approximately 41,000 square feet built in 1893 by the Market Street Railway. The property has served as the headquarters for Muni's Overhead Lines Maintenance operations since 1947. Overhead Lines maintains the power connection for the SFMTA's electric trolley bus fleet from this location. Since its inception, the SFMTA has conducted various studies and assessments to gauge the operational and economic viability of renovating the Bryant Street property for future long term SFMTA use. Through those assessments it became apparent that it was not financially feasible to renovate and seismically retrofit the facility.

The City's Animal Care and Control (ACC) is in a property at 1200 15<sup>th</sup> Street, Assessor's Block 3925, Lot 002. The property is owned by the City and County of San Francisco, under the jurisdiction of ACC. The property consists of a 15,260 square foot lot improved with an office

building of approximately 29,116 square feet. The property is no longer adequate for ACC's use. For several years, the City's Real Estate Department has been looking for a new location to relocate Animal Care and Control. A location with proximity to the San Francisco Society for the Prevention of Animal Cruelty (SPCA) and ACC's existing location. In 2016, RED requested SFMTA to consider the jurisdictional transfer of the Bryant Street property to ACC for a new and expanded animal shelter, once SFMTA's Overhead Lines operation relocates from 1401-1419 Bryant Street. In exchange, the SFMTA would receive the former ACC facility at 1200 15<sup>th</sup> Street. With the recent \$43 million transformation of the SFMTA Burke Street Warehouse located at 1570-1580 Burke Street in San Francisco, Overhead Lines has fully vacated Bryant Street and relocated to the renovated Burke Street Warehouse. As a result, the primary condition of the subject MOU, a no cost jurisdictional property exchange between departments can now be fully realized. The jurisdiction of the Bryant Street Property from the SFMTA to ACC would be effective once the Board of Supervisors approves the jurisdictional transfer. Upon substantially completed, ACC will vacate the 15<sup>th</sup> Street Property within thirty days. . The transfer of jurisdiction of the 15<sup>th</sup> Street Property from ACC to the SFMTA will be effective on the date that ACC has completed such vacation.

The other significant condition of the MOU is that the SFMTA retains vehicular and pedestrian access over a portion of the Bryant Street Property, always, between Bryant Street and the SFMTA's remaining property at 2502 Alameda Street (Alameda Street Property). The Alameda Street Property is improved with a power control building. The Transit Division manages the power for the SFMTA's electric trolley bus fleet from this location, including providing power for the nearby Potrero Yard. Upon the jurisdictional transfer, the historic 1893 building at the Bryant Street Property will undergo major capital improvements (ACC Project) and ACC estimates occupancy by fall 2020. The commencement of this Project, managed by the City's Public Works Department, had its ground-breaking ceremony with City officials on May 15, 2019.

### **STAKEHOLDER ENGAGEMENT**

The construction of a new Animal Care and Control facility at the Bryant Street Property is currently underway. The MOU terms and conditions for the jurisdictional transfer and property exchange required no direct outreach. The SFMTA has not formally decided what SFMTA use will occupy the 15<sup>th</sup> Street Property. When that decision is made a project scope, schedule and budget will be developed including stakeholder engagement.

### **ALTERNATIVES CONSIDERED**

The only potential alternatives would have been either to continue to operate Overhead Lines from the seismically unreinforced Bryant Street Property and not make the capital investment in the Burke Street Property to accommodate an Overhead Lines relocation. The second alternative would involve the complete renovation of the Bryant Street Property for future long-term use by the SFMTA. Although a potential option, it was not viable and deemed financially infeasible because of the costs associated with seismically retrofitting the Bryant Street Property in combination with other essential unfunded capital renovations. The ACC project at the Bryant Street Property is currently underway and funded.

**FUNDING IMPACT**

There is no funding impact pursuant to the approval of the terms and conditions of the MOU. The City's Director of Property has determined that the fair market value of each the Bryant Street Property and the 15<sup>th</sup> Street Property is \$11,900,000. Two third-party independent appraisals and review appraisals of the 15<sup>th</sup> Street Property, with an August 26, 2016, date of value and Bryant Street Property, with a June 1, 2016 date of value, concluded nearly equivalent value for both properties. Although these appraisals are more than 9 months old, the City Director of Property has relied on current market conditions in concluding that their respective values remain the same. In consideration of the equal value of both properties, no additional payment is required for the Proposed Transfer.

**ENVIRONMENTAL REVIEW**

The jurisdictional transfer for the construction of the new Animal Care and Control facility is within the Eastern Neighborhoods Area Plan area, for which the environmental impacts were analyzed in the Eastern Neighborhoods Rezoning and Area Plans Final Environmental Impact Report (Eastern Neighborhoods FEIR). On August 7, 2008, the San Francisco Planning Commission in Motion 17659 certified the FEIR (Case No. 2004.0160E) and adopted CEQA Findings including a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program pursuant to CEQA. The Planning Department has determined that the jurisdictional transfer for the construction of the new Animal Care and Control facility (Case No. 2015-005388ENV) is consistent with the Eastern Neighborhoods FEIR and is therefore exempt from environmental review pursuant to Title 14 of the California Code of Regulations Section 15183. No new significant effects have been identified, there is no substantial increase in significant effects already identified, and no new mitigation is required for the ACC Project.

The SFMTA Board of Directors has subsequently reviewed the Eastern Neighborhoods FEIR, and hereby adopts the CEQA Findings, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Programs as its own.

Copies of the CEQA determinations are on file with the Secretary to the SFMTA Board of Directors, may be found by Case Number in the records of the Planning Department at <http://propertymap.sfplanning.org/>, and are incorporated herein by reference.

**OTHER APPROVALS RECEIVED OR STILL REQUIRED**

This action will require the City's Director of Property to submit a resolution for the approval of the proposed jurisdictional transfer to the Board of Supervisors. The City's Director of Property, City's Director of Animal Care and Control and the SFMTA Director of Transportation executed the MOU which became effective on June 19, 2019. The MOU will remain effective unless the SFMTA Board of Directors, the Mayor, or the City's Board of Supervisors rejects legislation approving the proposed transfer.

The City Attorney has reviewed this report.

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**RECOMMENDATION**

Staff recommends approving the terms and conditions of a Memorandum of Understanding between the San Francisco Municipal Transportation Agency, San Francisco Animal Care & Control, and the Real Estate Division of the San Francisco Office of the City Administrator for the jurisdictional transfer of property between the SFMTA and ACC.

SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS

RESOLUTION No. \_\_\_\_\_

WHEREAS, The City owns, under the San Francisco Municipal Transportation Agency (SFMTA) jurisdiction, real property at 1401-1419 Bryant Street, a portion of Assessor's Block 3904, Lot 002 (Bryant Street Property), which has been used as the operating headquarters of SFMTA's Overhead Lines Division since 1947; and,

WHEREAS, The City and County of San Francisco (City) owns, under Animal Care and Control (ACC) jurisdiction, real property known at 1200 15th Street, Assessor's Block 3925, Lot 002, which is used as an animal shelter (15th Street Property); and,

WHEREAS, The SFMTA, ACC, and the Real Estate Division of the San Francisco Office of the City Administrator (RED) wishes to jurisdictionally transfer and exchange the 15th Street Property and the Bryant Street Property pursuant to the terms and conditions of the Memorandum of Understanding (MOU) which became effective on June 19, 2019; and,

WHEREAS, The property transfer will provide the SFMTA with real estate for another SFMTA use approved by the Director of Transportation and will allow ACC to construct and operate a new Animal Care and Control facility on the Bryant Street Property while continuing to allow the SFMTA's continued access to central power control of the Transit Division at the adjacent SFMTA property at 2502 Alameda Street; and,

WHEREAS, The proposed transfer would be a no fee property exchange between City departments as the City's Director of Property has determined based on current market conditions and independent third-party appraisals an equivalent value at \$11,900,000; and,

WHEREAS, The jurisdictional transfer for the construction of the new Animal Care and Control facility is within the Eastern Neighborhoods Area Plan area, for which the environmental impacts were analyzed in the Eastern Neighborhoods Rezoning and Area Plans Final Environmental Impact Report (Eastern Neighborhoods FEIR). On August 7, 2008, the San Francisco Planning Commission in Motion 17659 certified the FEIR (Case No. 2004.0160E), and adopted CEQA Findings including a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program pursuant to CEQA. The Planning Department has determined that the jurisdictional transfer for the construction of the new Animal Care and Control facility (Case No. 2015-005388ENV) is consistent with the Eastern Neighborhoods FEIR and is therefore exempt from environmental review pursuant to Title 14 of the California Code of Regulations Section 15183. No new significant effects have been identified, there is no substantial increase in significant effects already identified, and no new mitigation is required for ACC's project; and,

WHEREAS, Copies of the CEQA determinations are on file with the Secretary to the SFMTA Board of Directors, may be found by Case Number in the records of the Planning Department at <http://propertymap.sfplanning.org/>, and are incorporated herein by reference; and now, therefore, be it

RESOLVED, The SFMTA Board of Directors has subsequently reviewed the Eastern Neighborhoods Final Environmental Impact Report and California Environmental Quality Act Findings and adopts these findings as its own; and be it

FURTHER RESOLVED, The SFMTA Board of Directors approves the terms and conditions of a Memorandum of Understanding, which became effective on June 19, 2019, between the San Francisco Municipal Transportation Agency, San Francisco Animal Care and Control, and the Real Estate Division of the San Francisco Office of the City Administrator for the jurisdictional transfer of property between the San Francisco Municipal Transportation Agency and the San Francisco Animal Care and Control for a new Animal Care and Control Facility and SFMTA Operations.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting September 3, 2019.

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Secretary to the Board of Directors  
San Francisco Municipal Transportation Agency

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this MOU), dated as of June 19, 2019 is made by and among the San Francisco Municipal Transportation Agency (SFMTA), San Francisco Animal Care & Control (ACC), and the Real Estate Division of the San Francisco Office of the City Administrator (RED).

### RECITALS

- A. The City and County of San Francisco (City) owns, under ACC's jurisdiction, that certain real property known as 1200 15<sup>th</sup> Street in San Francisco, California, which is comprised of portions of APN 3925-002 and vacated Treat Avenue, improved with an office building, used as an animal shelter, and depicted on the attached Exhibit A (the 15<sup>th</sup> Street Property).
- B. City owns, under the SFMTA's jurisdiction, that certain real property at 1401-1419 Bryant Street in San Francisco, California, which is comprised a portion of APN 3904-002, improved with an unreinforced masonry building that is a historical landmark, used by SFMTA's Overhead Lines Division, and depicted on the attached Exhibit B (the Bryant Street Property), which abuts City property under the SFMTA's jurisdiction, improved with a power control building, and commonly known as 2502 Alameda Street (the Alameda Street Property).
- C. City owns, under the SFMTA's jurisdiction, that certain real property at 1570-1580 Burke Street in San Francisco, California (the Burke Street Property), which is comprised of APN 5203-066, under SFMTA's jurisdiction, improved with a warehouse, and used by SFMTA.
- D. The 15<sup>th</sup> Street Property, which is adjacent to the SFMTA's Scott Maintenance Facility, is not adequate for ACC's uses, and RED believes it would be more advantageous for ACC to use the Bryant Street Property and for the SFMTA to use the 15<sup>th</sup> Street Property to further their respective missions.
- E. The City's Director of Property has determined the fair market value of each of the 15<sup>th</sup> Street Property and the Bryant Street Property is \$11,900,000 based upon a third party appraisal.
- F. The SFMTA, ACC, and RED agree to and seek the approval of the City's Mayor and Board of Supervisors to a no fee jurisdictional transfer of the Bryant Street Property from the SFMTA to RED, and a no fee jurisdictional transfer of the 15<sup>th</sup> Street Property from RED to the SFMTA (the "Proposed Transfer") based upon the agreed upon fair market values as determined by the Director of Property.
- G. The SFMTA is agreeable to the Proposed Transfer if (i) it is approved by the SFMTA Board of Directors and the City's Mayor and Board of Supervisors and Supervisors, (ii) the SFMTA retains full use and possession of the Bryant Street Property until the Burke Street Property is modified to accommodate the Overhead Lines Division currently at the Bryant Street Property (the Burke Street Project), (iii) the SFMTA retains vehicular and pedestrian access over the Bryant Street Property at all times between Bryant Street and the Alameda Street Property, and (iv) the SFMTA timely receives full possession and control of the 15<sup>th</sup> Street Property.

### AGREEMENT



City and SFMTA hereby agree to the following:

1. Effective Date; Term. This MOU shall be effective on the date it is fully executed by the parties hereto (Effective Date), and shall terminate on the earlier to occur of the date (i) the SFMTA Board of Directors, the Mayor, or the City's Board of Supervisors rejects legislation approving the Proposed Transfer and (ii) the 15<sup>th</sup> Street Project (as defined in Section 7(a)) is substantially completed.
  
2. Proposed Transfer Approval Process. Within thirty (30) days of the Effective Date, RED shall submit a General Plan Referral application for the Proposed Transfer with the City Planning Department and the SFMTA shall submit a resolution for the approval of the Proposed Transfer by the SFMTA Board of Directors, along with all required backup materials (collectively, the SFMTA Resolution), to the Secretary of the SFMTA Board of Directors. If the SFMTA Board of Directors rejects the SFMTA Resolution, this MOU shall terminate on the date of such rejection. If the SFMTA Board of Directors approves the SFMTA Resolution, then within thirty (30) days of such approval or as soon thereafter as possible after RED's receipt of a General Plan Referral, the City's Director of Property shall submit a resolution for the approval of the Proposed Transfer, along with all required backup materials (collectively, the Board Resolution), with the Clerk of the City's Board of Supervisors. The Board Resolution shall be in a form reasonably acceptable to the SFMTA's Senior Manager for Facilities and Real Property Management and ACC's Director Virginia Donohue.
  

RED and ACC shall cooperate in providing any materials or information reasonably required by the SFMTA for the submission or approval of the SFMTA Resolution, and the SFMTA and ACC shall cooperate in providing any materials or information reasonably required by RED for the submission or approval of the Board Resolution. The SFMTA and ACC shall each pay one-half of the costs charged by the City's Planning Department for the General Plan conformity finding required under City Charter Section 4.105 and City Administrative Code Section 2A.53 and the appraisal and appraisal review required under City Administrative Code 23.14 if such requirement is not waived by the Board of Supervisors. If the Board of Supervisors rejects the Board Resolution, this MOU shall terminate on the date of such rejection.

  
3. SFMTA Vacation and Transfer of Bryant Street Property. City's Public Works (SFPW) is performing the Burke Street Project for the SFMTA at the SFMTA's sole cost. SFPW anticipates the Burke Street Project will be substantially completed by spring of 2019. If the SFMTA Resolution is approved by the SFMTA Board of Directors and the Board Resolution is approved by the City's Board of Supervisors and the Burke Street Project is substantially completed, the SFMTA shall vacate the Bryant Street Property within thirty (30) days of such substantial completion. The transfer of jurisdiction of the Bryant Street Property from the SFMTA to ACC shall be effective on the date (the Bryant Street Transfer Date) the SFMTA has completed such vacation.
  
4. ACC Vacation and Transfer of 15<sup>th</sup> Street Property. ACC has engaged SFPW to modify the Bryant Street Property to serve as an animal shelter (Bryant Street Project) at ACC's sole cost. ACC anticipates the Bryant Street Project will be substantially completed by fall of 2020 and, commencing on the Bryant Street Transfer Date, ACC shall provide the SFMTA's Facilities and Real Property Management with monthly updates on the status of the Bryant Street Project and ACC's planned date for vacating the 15<sup>th</sup> Street Property. If the Board Resolution is

approved by the City's Board of Supervisors and the Bryant Street Project is substantially completed, ACC shall vacate the 15<sup>th</sup> Street Property within thirty (30) days of such substantial completion. The transfer of jurisdiction of the 15<sup>th</sup> Street Property from ACC to the SFMTA shall be effective on the date (the 15<sup>th</sup> Street Transfer Date) that ACC has completed such vacation (the 15<sup>th</sup> Street Transfer Date).

5. No Transfer Fee. Pursuant to two third party independent appraisals of the 15<sup>th</sup> Street Property and the Bryant Street Property, and review appraisals of same, the Director of Property has determined the fair market value of each of the Bryant Street Property and the 15<sup>th</sup> Street Property is \$11,900,000. In consideration of the equal value of both properties, no additional payment is required for the Proposed Transfer.

6. Condition of Properties.

(a) ACC acknowledges that the SFMTA has made no representations or warranties concerning the Bryant Street Property and agrees to accept it in its AS-IS condition, subject to the SFMTA's rights and obligations under this subsection. On the Effective Date, the SFMTA and ACC shall jointly inspect the Bryant Street Property to document its condition. The SFMTA shall not make any material modifications to the Bryant Street Property after the Effective Date without ACC's prior written consent. On the Bryant Street Transfer Date, the Bryant Street Property shall be in substantially the same condition it was in on the Effective Date, except to the extent changed by reasonable wear and tear, damage or destruction not caused by the acts or omissions of the SFMTA, any modifications made by ACC or its agents or made with ACC's prior written consent, and the removal of any items by the SFMTA pursuant to the following sentence. The SFMTA shall have the right, but not the obligation, to remove all supplies, furnishings, equipment, and other personal property from the Bryant Street Property prior to the Bryant Street Transfer Date. The SFMTA shall cease all its operations at the Bryant Street Property on or before the Bryant Street Transfer Date.

If the SFMTA makes any material modifications to the Bryant Street Property after the Effective Date without ACC's prior written consent, the SFMTA, at its sole election and cost, shall either remove such material modification or pay the reasonable Bryant Street Project costs (if any) incurred by ACC due to such unapproved SFMTA material modification within thirty (30) of receiving ACC's invoice and reasonable documentation for such costs. On the Bryant Street Transfer Date, ACC and the SFMTA shall jointly inspect the Bryant Street Property to document its delivery condition.

(b) The SFMTA acknowledges that ACC has made no representations or warranties concerning the 15<sup>th</sup> Street Property and agrees to accept it in its AS-IS condition, subject to ACC's obligations under this subsection. On the Effective Date, the SFMTA and ACC shall jointly inspect the 15<sup>th</sup> Street Property to document its condition. ACC shall not make any material modifications to the 15<sup>th</sup> Street Property after the Effective Date without the prior written consent of the SFMTA. On the 15<sup>th</sup> Street Transfer Date, the 15<sup>th</sup> Street Property shall be in substantially the same condition it was in on the Effective Date, except to the extent changed by reasonable wear and tear, damage or destruction not caused by the acts or omissions of ACC, any changes made by the SFMTA or its agents or made with the SFMTA's prior written consent, and the removal of supplies, equipment, and personal property required pursuant to the following sentence. ACC shall have the right, but not the obligation, to remove all supplies, furnishings, equipment, and other personal property from the 15<sup>th</sup> Street Property prior to the 15<sup>th</sup> Street

Transfer Date. ACC shall cease all ACC operations at the 15<sup>th</sup> Street Property on or before the 15<sup>th</sup> Street Transfer Date.

If ACC makes any material modifications to the 15<sup>th</sup> Street Property after the Effective Date without the SFMTA's prior written consent, ACC, at its sole election and cost, shall either remove such material modification or pay the reasonable 15<sup>th</sup> Street Project costs (if any) incurred by the SFMTA due to such unapproved ACC material modification within thirty (30) of receiving the SFMTA's invoice and reasonable documentation for such costs. On the 15<sup>th</sup> Street Transfer Date, ACC and the SFMTA shall jointly inspect the 15<sup>th</sup> Street Property to document its delivery condition.

7. Regulatory Approvals and Investigations.

(a) ACC shall have the right to seek all regulatory approvals required for the Bryant Street Project as long as such approvals are not binding on the SFMTA and are not effective as to the Bryant Street Property until the Bryant Street Transfer Date has occurred, unless otherwise approved in writing by the SFMTA's Director of Transportation. The SFMTA shall have the right to seek all regulatory approvals required to modify the 15<sup>th</sup> Street Property to serve as an administrative office and dispatch and assembly facility with locker rooms and other uses incidental to SFMTA's Enforcement Division operations (the 15<sup>th</sup> Street Project) as long as such approvals are not binding on ACC and are not effective as to the 15<sup>th</sup> Street Property until the 15<sup>th</sup> Street Transfer Date has occurred, unless otherwise approved in writing by ACC's Director.

(b) ACC shall have the right to inspect the Bryant Street Property prior to the Bryant Street Transfer Date if (i) ACC obtains the SFMTA's prior written consent to the timing and manner of such inspection, which consent shall not be unreasonably withheld or conditioned, (ii) such inspections are performed in a manner that does not unreasonably interfere with the SFMTA's use of the Bryant Street Property, (iii) ACC conducts, or require the inspections to be conducted, in a good manner and in compliance with all applicable laws, and (iv) if any third party performs such inspection for ACC, such inspection shall be pursuant to a written agreement approved by the SFMTA and ACC shall require such party to secure the insurance recommended by the City Risk Manager for such inspection, which insurance shall name the SFMTA, City, and its departments, agencies, officers, agents, commissioners, directors, and employees as additional insureds.

(c) The SFMTA shall have the right to inspect the 15<sup>th</sup> Street Property prior to the 15<sup>th</sup> Street Transfer Date if (i) the SFMTA obtains ACC's prior written consent to the timing and manner of such inspection, which consent shall not be unreasonably withheld or conditioned, (ii) such inspections are performed in a manner that does not unreasonably interfere with ACC's use of the 15<sup>th</sup> Street Property, (iii) the SFMTA conducts, or require the inspections to be conducted, in a good manner and in compliance with all applicable laws, and (iv) if any third party performs such inspection for the SFMTA, such inspection shall be pursuant to a written agreement approved by ACC and the SFMTA shall require such party to secure the insurance recommended by the City Risk Manager for such inspection, which insurance shall name ACC, City, and its departments, agencies, officers, agents, commissioners, directors, and employees as additional insureds.

(d) ACC shall be responsible for and indemnify, defend and hold the SFMTA harmless against, all costs, including without limitation, court costs and attorneys' fees, associated with all claims, damages, liabilities or losses which arise as a result of the

investigation of the Bryant Street Property by or for ACC prior to the Bryant Street Transfer Date, except to the extent caused by the gross negligence or willful misconduct of the SFMTA. The SFMTA shall be responsible for and indemnify, defend and hold ACC harmless against, all costs, including without limitation, court costs and attorneys' fees, associated with all claims, damages, liabilities or losses which arise as a result of the investigation of the 15<sup>th</sup> Street Property by or for the SFMTA prior to the 15<sup>th</sup> Street Transfer Date, except to the extent caused by the gross negligence or willful misconduct of ACC. The parties' respective obligations under this subsection shall survive the termination of this MOU.

8. No Third Party Uses. As of the 15<sup>th</sup> Street Transfer Date, ACC and RED each represent that no third party has the right to use or occupy any portion of the 15<sup>th</sup> Street Property, and the SFMTA represents that no third party has the right to use or occupy any portion of the Bryant Street Property. Neither ACC nor RED shall grant any third party the right to use or occupy any portion of the 15<sup>th</sup> Street Property during the term of this MOU without the prior written consent of the SFMTA, and the SFMTA shall not grant any third party the right to use or occupy any portion of the Bryant Street Property during the term of this MOU.

9. Permitted Use By SFMTA of Bryant Street Property. The SFMTA currently accesses the Alameda Street Property through the parking lot at the back of the Bryant Street Property. ~~and~~ Following the 15<sup>th</sup> Street Transfer Date, ACC shall be using several locked gates within the parking lot. Following the 11th Street Transfer Date, the SFMTA's employees, contractors, and agents shall have vehicular and pedestrian access through the parking lot between Bryant Street and the Alameda Street Property as necessary for access to the Alameda Street Property. (See Exhibit B-1, Schematic Plan for vehicle and man gates.) The SFMTA and ACC shall cooperate in good faith to ensure the SFMTA has the above-referenced access, including providing SFMTA card keys or other manner of access through ACC's locked gates within the parking lot; that security to both the Bryant Street Property and the Alameda Street Property is maintained; and that ACC's construction can proceed without any undue delay from such SFMTA access. SFMTA shall not attempt access through ACC's closed and/or locked gates, including the enclosed animal transfer cage, without notice when the animal transfer cage is occupied. ACC shall install some manner of alert (a red light for example) at the beginning of the parking lot for notice that the animal transfer cage is occupied.

10. Notices. Any notice given under this MOU shall be in writing and given by delivering the notice in person, by commercial courier or by sending it by regular mail, with postage prepaid, to the mailing address listed below or any other address notice of which is given. For the convenience of the parties, copies of notices may also be given by electronic mail to the email address listed below or such other addresses as may be provided from time to time.

If to RED:	Director of Real Estate City & County of San Francisco 25 Van Ness, Suite 400 San Francisco, CA 94102 Andrico.penick@sfgov.org Re: 15 <sup>th</sup> Street and Bryant Street MOU
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If to ACC:	_____
	City & County of San Francisco

1200 15<sup>th</sup> Street  
San Francisco, CA 94103  
\_\_\_\_@sfgov.org  
Re: 15<sup>th</sup> Street and Bryant Street MOU

If to SFMTA:                    Director of Transportation  
   Municipal Transportation Agency  
   1 South Van Ness Avenue, 7<sup>th</sup> Floor  
   San Francisco, CA 94103  
   edward.reiskin@sfmta.com  
   Re: 15<sup>th</sup> Street and Bryant Street MOU

11.    Authority. All matters requiring ACC's approval under this MOU shall be approved of by the Director of ACC or his or her designee. All matters requiring RED's approval under this MOU shall be approved of by the Director of Property or his or her designee. All matters requiring the SFMTA's approval under this MOU shall be approved of by the SFMTA Director of Transportation or his or her designee, or by the SFMTA Board of Directors, if required.

12.    Cooperation. Subject to the terms and conditions of this MOU, ACC, RED, and SFMTA staff shall use reasonable efforts to do, or cause to be done, all things reasonably necessary or advisable to carry out the purposes of this MOU as expeditiously as practicable, including, without limitation, performance of further acts and the execution and delivery of any additional documents in form and content reasonably satisfactory to all parties (subject to any necessary approvals). Notwithstanding anything to the contrary in this MOU, no party is in any way limiting its discretion or the discretion of any department, board or commission with jurisdiction over the actions described in this MOU or any future use of the Bryant Street Property or the 15<sup>th</sup> Street Property, including but not limited to a party hereto, from exercising any discretion available to such department, board or commission with respect thereto, including but not limited to the discretion to (i) make such modifications deemed necessary to mitigate significant environmental impacts, (ii) select other feasible alternatives to avoid such impacts; (iii) balance the benefits against unavoidable significant impacts prior to taking final action if such significant impacts cannot otherwise be avoided, or (iv) determine not to proceed with the Proposed Transfer, the Bryant Street Project, or the 15<sup>th</sup> Street Project. In addition to any conditions described in this MOU, the parties' obligations are expressly subject to the receipt of all legally required approvals following environmental review.

13.    Miscellaneous. (a) This MOU may be amended or modified only by a writing signed by the Director of ACC or his or her designee, the Director Property or his or her designee, and the SFMTA's Director of Transportation or his or her designee. (b) No waiver by any party of any of the provisions of this MOU shall be effective unless in writing and signed by an authorized representative, and only to the extent expressly provided in such written waiver.

The parties hereto execute this MOU as of the date first written above.

ACC: SAN FRANCISCO ANIMAL CARE &  
CONTROL

By: /S/ Virginia Donohue  
Virginia Donohue, Director

Date: August 31, 2008

RED: REAL ESTATE DIVISION OF THE SAN  
FRANCISCO OFFICE OF THE  
ADMINISTRATOR

By: /S/ Andrico Penick  
Andrico Penick, Director of Property

Date: August 21, 2018

SFMTA: SAN FRANCISCO MUNICIPAL  
TRANSPORTATION AGENCY

By: /S/ Edward Reiskin  
Edward Reiskin  
Director of Transportation

Date: June 19, 2019

San Francisco Municipal Transportation Agency  
Board of Directors

Resolution No: \_\_\_\_\_

Adopted: \_\_\_\_\_

Attest:

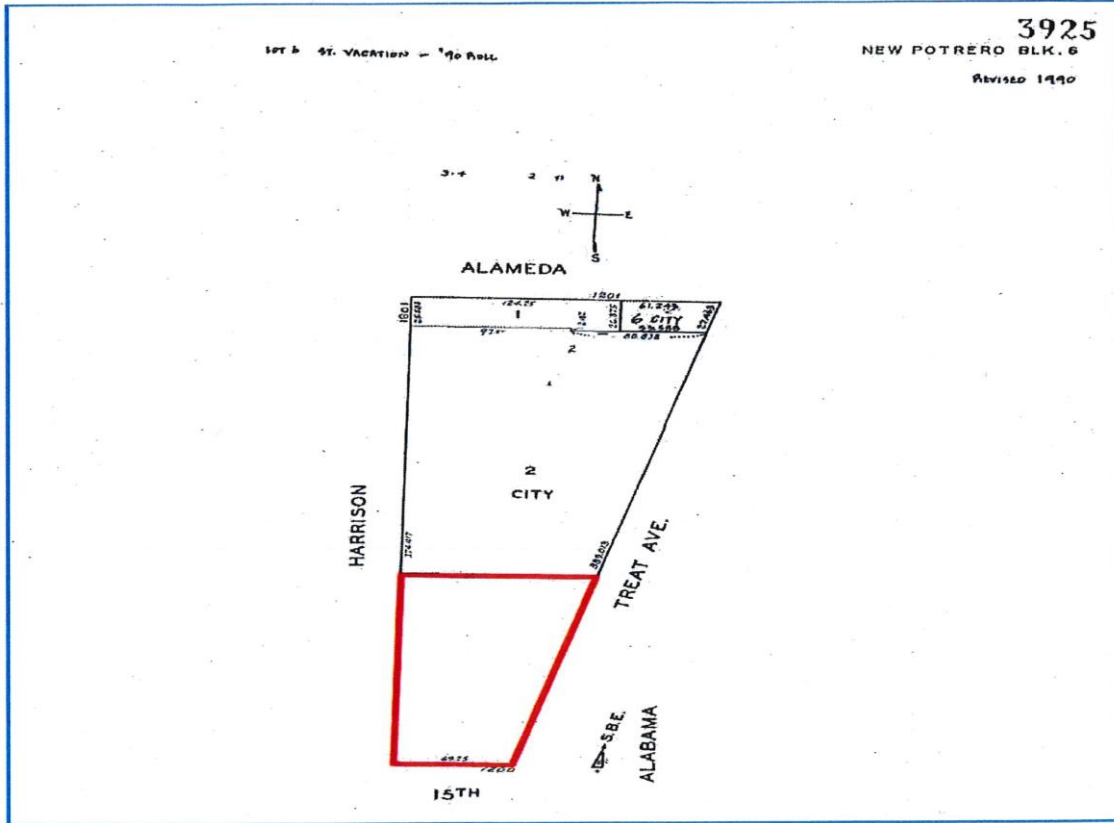
Secretary, SFMTA Board of Director

**EXHIBIT A**

**Depiction of 15<sup>th</sup> Street Property**

1200 15th Street, San Francisco, CA 94103  
San Francisco Animal Care & Control Building

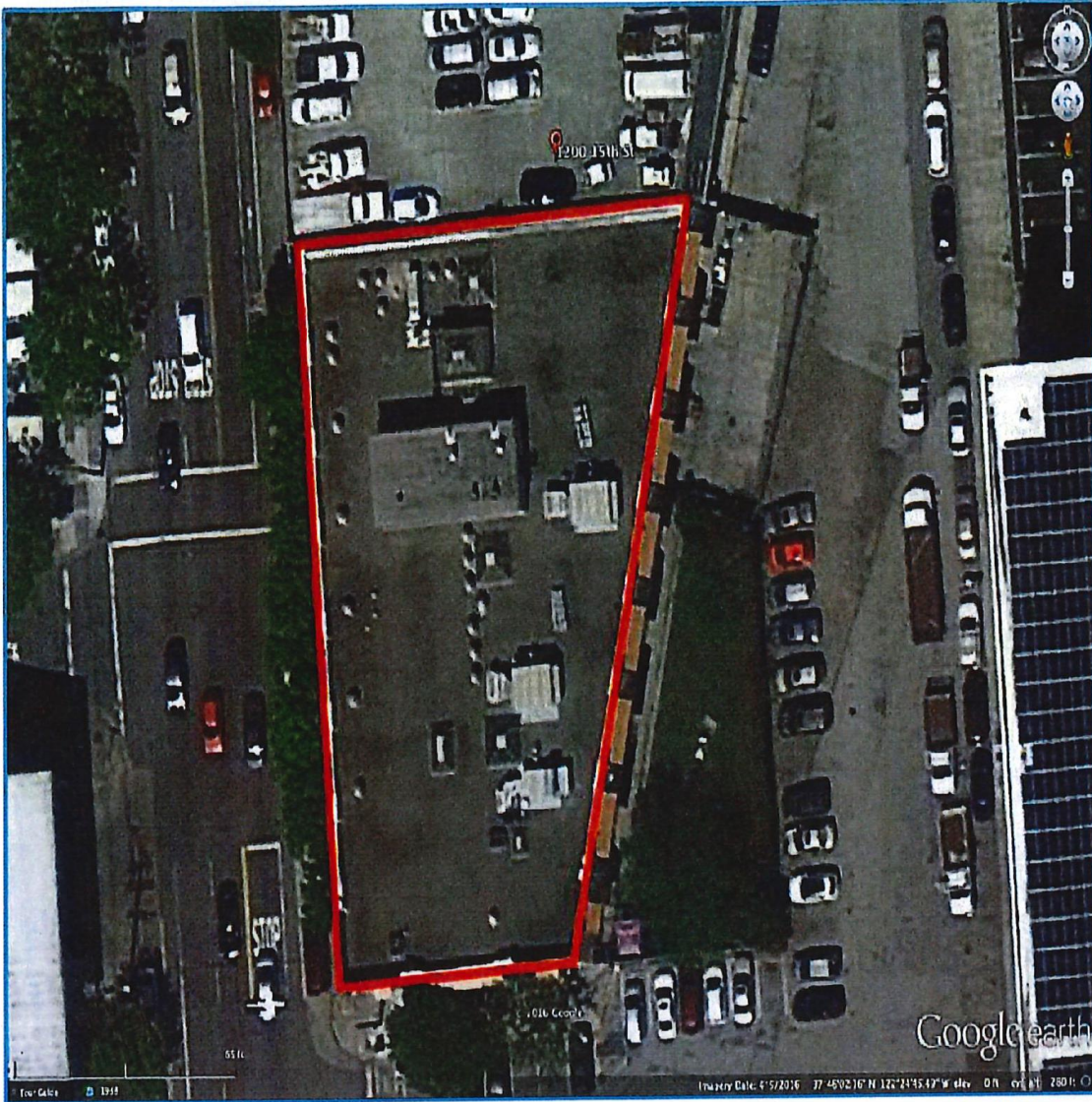
**LAND/SITE DESCRIPTION**



**Assessor's Block Map (Excerpt)**  
Red outline denotes approximate parcel boundaries



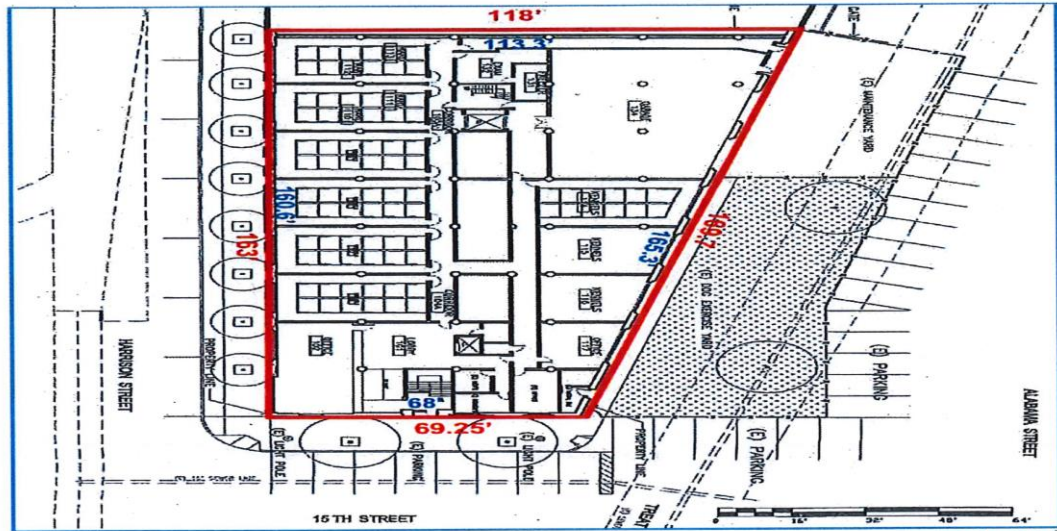
1200 15th Street, San Francisco, CA 94103  
San Francisco Animal Care & Control Building



**Aerial Image**  
Assessor's Block 3925/Lot 2 (portion)  
Red outline denotes approximate parcel boundaries



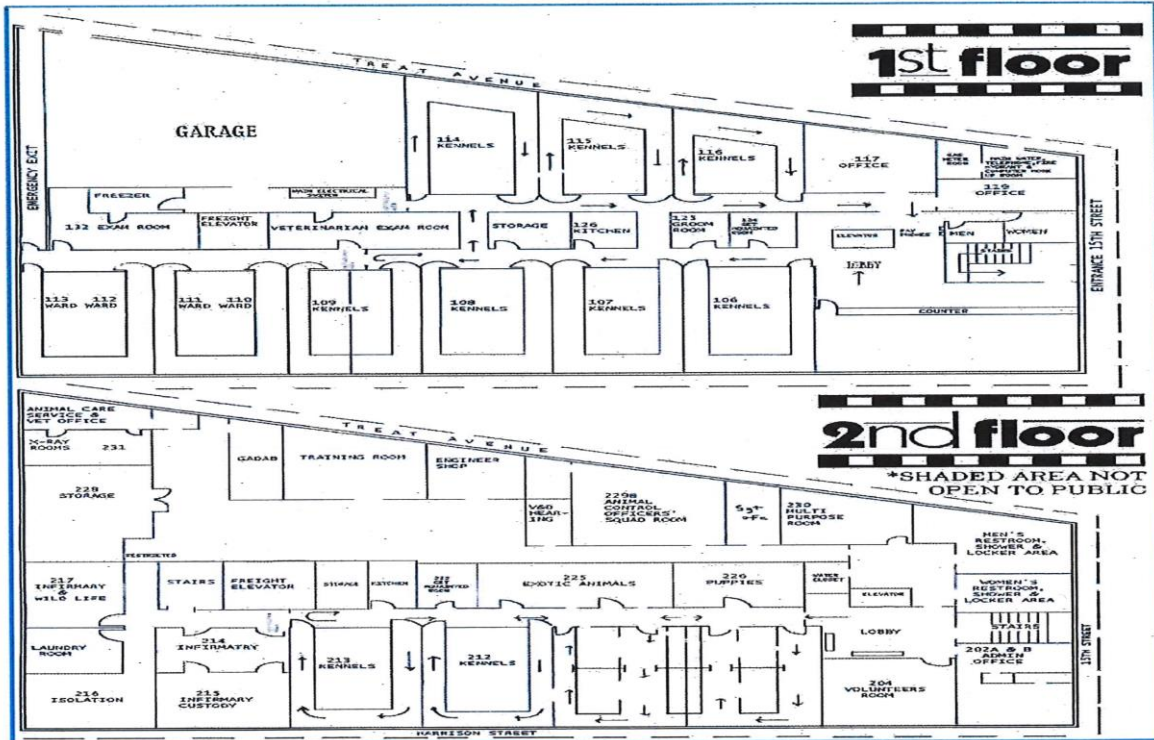
**BUILDING IMPROVEMENTS**



**Site Plan**  
 Site dimensions shown in red  
 Building dimensions shown in blue

**Building Size Summary**

Footprint	14,558 SF
Stories	2
Wall Height	25 feet (estimated)
Area	29,116 SF
Coverage Ratio	95.4%
Floor Area Ratio	1.91
Land-to-Building Ratio	0.52
Parking Ratio	No parking assumed



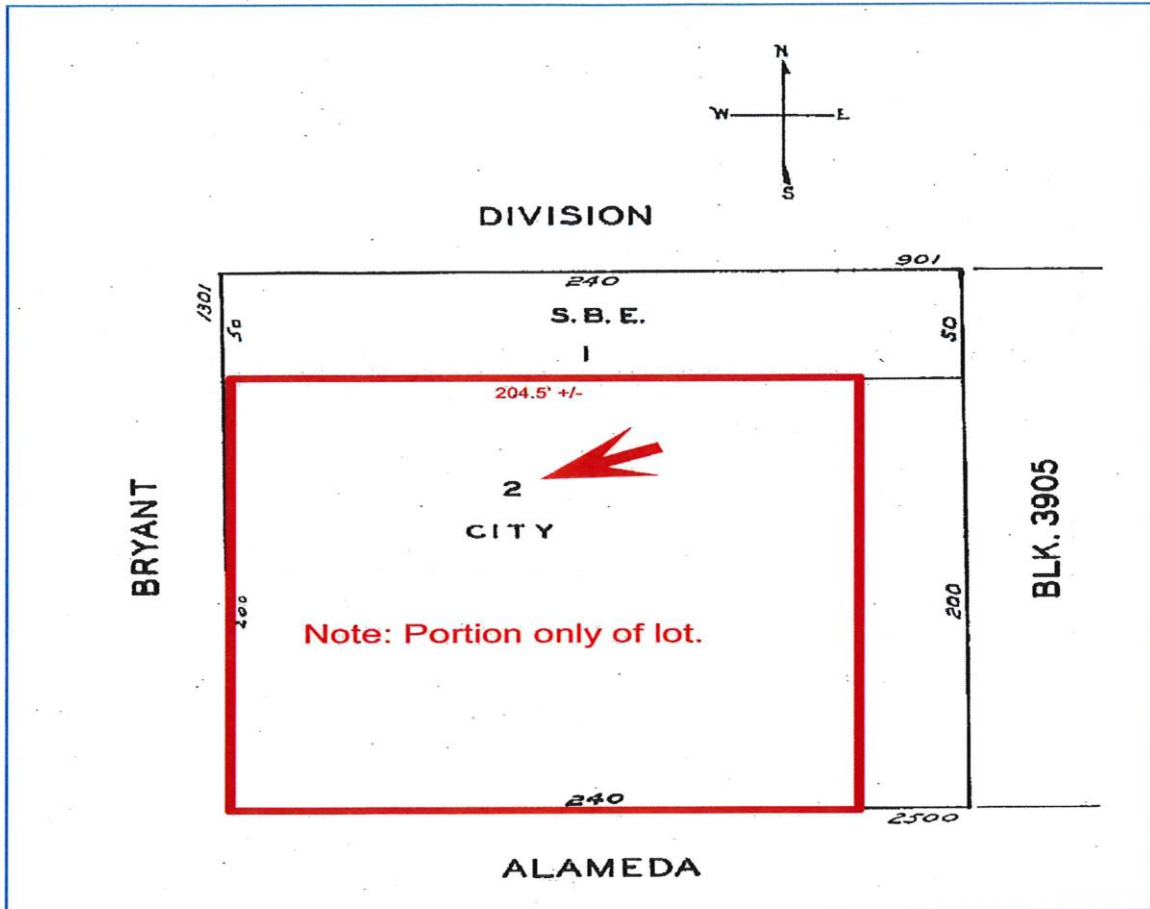
**Floor Plan**

**EXHIBIT B**

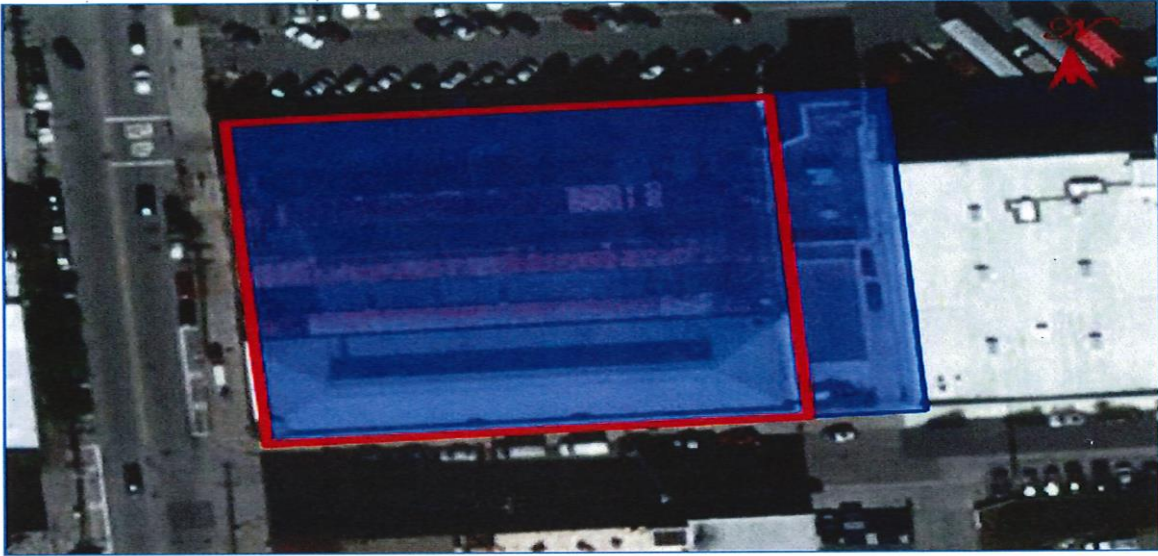
**Depiction of Bryant Street Property**

1419 Bryant St, San Francisco, CA 94103  
Municipal Railway Overhead Lines

**LAND/SITE DESCRIPTION**



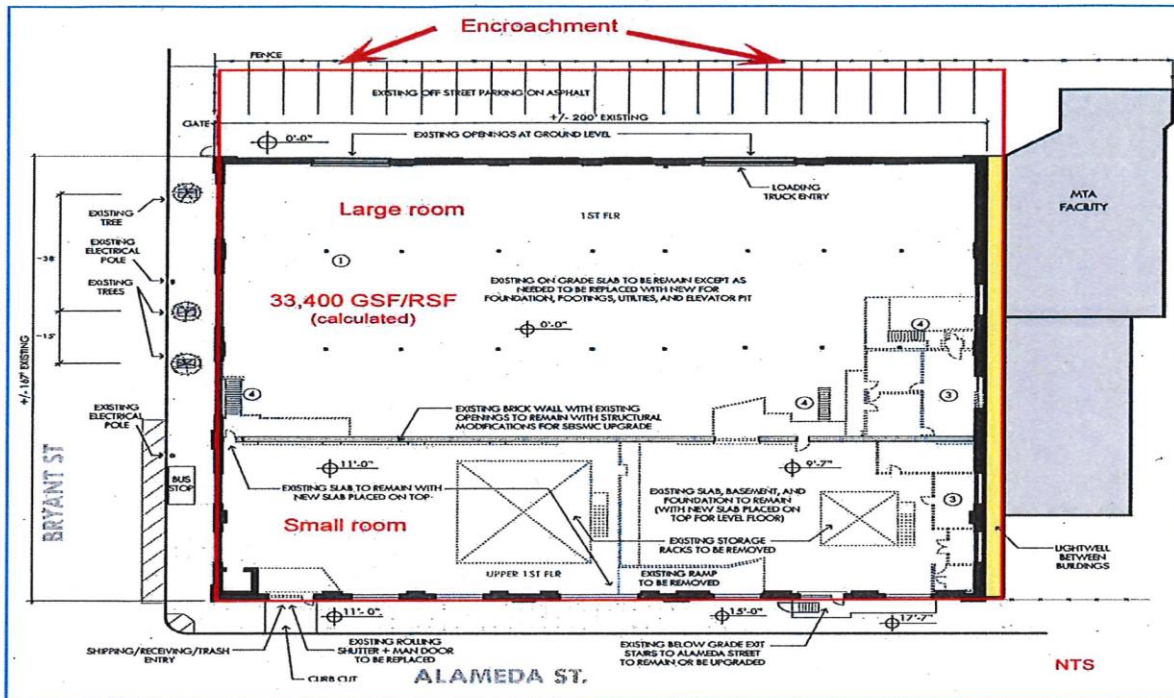
**Assessor's Block Map (Excerpt)**  
Red outline denotes appraisal parcel boundaries



**GIS Aerial Image**  
Assessor's Block 3904/Lot 2 shaded violet  
Red outline denotes appraisal parcel boundaries

Note: Appraisal parcel now includes land in lightwell.

**BUILDING IMPROVEMENTS**



**Site Plan Showing Dimensions**  
Red outline denotes appraisal parcel boundaries

(Note: Appraisal parcel now includes land in lightwell.)



# EXHIBIT B-1

## Schematic Site Plan

