

File No. 100649

Committee Item No. 1

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Sub -Committee: Budget and Finance

Date: June 23, 2010

Board of Supervisors Meeting

Date: _____

Cmte Board

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OTHER

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Completed by: Andrea S. Ausberry

Date Friday, June 18, 2010

Completed by: _____

Date _____

An asterisked item represents the cover sheet to a document that exceeds 25 pages. The complete document is in the file.

1 [Lease of Bill Graham Civic Auditorium to BGCA Management, LLC - 99 Grove Street]

2
3 **Resolution approving and authorizing a lease of the Bill Graham Civic Auditorium**
4 **located at 99 Grove Street to BGCA Management, LLC for a term of approximately**
5 **20 years, with two five-year extension options, under San Francisco Charter Section**
6 **9.118; and making findings that the lease is in conformance with the City's General**
7 **Plan and is categorically exempt from environmental review under CEQA.**

8
9 WHEREAS, The City Administrator requested proposals for the rehabilitation, use, and
10 operation of the historic Bill Graham Civic Auditorium owned by the City and County of
11 San Francisco (the "City") and located at 99 Grove Street (between Polk and Larkin Streets)
12 in San Francisco (the "Building"); and,

13 WHEREAS, As stated in the request for proposals, the City Administrator sought to
14 create a vibrant and active venue for concerts and special events and to optimize the public
15 use and enjoyment of the Building, including the retention of certain City uses during each
16 year; and,

17 WHEREAS, The City Administrator selected and negotiated a lease with BGCA
18 Management, LLC, a Delaware limited liability company ("Tenant"), an affiliate of Another
19 Planet Entertainment, Inc., to maximize revenues while providing a high-quality concert venue
20 at no cost to the City; and,

21 WHEREAS, The lease, a copy of which is located in Board File No. 100649 (the
22 "Lease"), includes: (i) an expiration date of December 31, 2030, subject to Tenant's 2 options
23 to extend the term, each for an additional 5 year period, at fair market rent; (ii) Tenant's
24 acceptance of the Building "as-is", without representation or warranty; (iii) base rent of
25 \$100,000 per year, increased by 2-1/2% each year, but subject to a rent abatement period of

1 up to 12 months during the construction of the Initial Improvements; and (iv) participation rent
2 equal to the sum of (A) 50% of net naming rights revenue (from naming the internal arena, not
3 the Building) in excess of \$500,000, (B) \$5 per ticket, increased each year per CPI, for each
4 ticket sold in excess of 337,000 per year, and (C) \$2,500, increased each year per CPI, for
5 each corporate event, subject to renegotiation after Lease Year 10; and,

6 WHEREAS, The Lease also requires Tenant to make improvements to the Building in
7 3 phases (the "Initial Improvements"), including new staging, lighting, drapery, sound and light
8 systems, and others interior improvements designed to turn the Building into a vibrant concert
9 venue, and to spend at least \$10 million on the Initial Improvements. If the Initial
10 Improvements cost more than \$10 million, then Tenant will receive a rent credit against
11 participation rent, but not base rent, for the overage up to \$2.5 million; and,

12 WHEREAS, Under the Lease, the City will retain the right to use the Building 50 days
13 per year for civic events and other City purposes. The City is not required to pay rent, but is
14 required to pay for the costs of use, such as cleaning, ushers, and security, during these City
15 events; and,

16 WHEREAS, The Lease includes specified termination rights for the benefit of the City if
17 the Tenant does not meet certain performance standards, and specified termination rights for
18 the benefit of Tenant if Tenant cannot by the 10th year profitably operate the premises or if
19 City leases or finances a competing venue, all as more particularly described in the Lease;
20 and,

21 WHEREAS, The Lease also permits the Tenant to sell parking passes and to validate
22 parking at the Civic Center Garage during events at the premises, and to receive credit for
23 50% of the net revenue to City generated from such parking sales at the City's "event rate"
24 and from such validated parking tickets (after deducting from Tenant's share any discounts
25 given by Tenant for parking validation), as more particularly described in the Lease; and,

1 WHEREAS, During the Lease term, Tenant shall have the right to sell, and shall in fact
2 sell, sponsorships and/or naming rights to the theater or arena located within the Building, to
3 maximize participation rent. But the Building itself shall continue to be named the "Bill
4 Graham Civic Auditorium"; and,

5 WHEREAS, During the Lease term, Tenant shall maintain and repair the premises at
6 no cost to the City, provided that Tenant shall have the right to a rent credit in the event
7 Tenant performs a "Major Repair" and such rent credit is approved by the City Administrator in
8 his or her sole discretion. A "Major Repair" is a sudden or unexpected repair to or
9 replacement of the plumbing, elevators, electrical wiring, or heating, ventilation or air
10 conditioning systems not caused by Tenant's failure to maintain such item, the cost of which is
11 expected to cost more than \$250,000; and,

12 WHEREAS, The City shall repair and maintain the exterior and the foundation, load
13 bearing walls and other structural portions of the Building, but if the City repair costs more
14 than \$3 million, as adjusted by CPI, then City shall have the right to make the repair or
15 terminate the Lease. If City elects to terminate, then Tenant may prevent such termination by
16 making the repair and receiving a rent credit in the amount of the repair costs; and,

17 WHEREAS, Tenant shall pay for all utilities in connection with Tenant's use of the
18 Building. But if Tenant's utility costs exceed \$200,000, as adjusted by CPI, in any Lease year,
19 then Tenant shall receive a rent credit for 50% of such excess costs but this rent credit shall
20 not apply during any extension term; and,

21 WHEREAS, Tenant shall have offered employment to all existing employees at the
22 Building, and such employees shall have the right to either accept such employment with
23 Tenant or remain employees of Moscone Center Joint Venture ("SMG"; the current manager
24 of the Building); and,
25

1 WHEREAS, In a Certificate of Determination dated April 7, 2008, the City's Planning
2 Department determined that this Lease is categorically exempt from environmental review
3 under CEQA State Guidelines Section 15301(a), or Class 1; and,

4 WHEREAS, In a Historic Resource Evaluation Response dated March 28, 2008, the
5 City's Planning Department determined that the proposed interior changes to the Building are
6 consistent with the Secretary of Interior's standards for the treatment of historic properties and
7 would not have an adverse effect on off-site historic resources; now, therefore, be it

8 RESOLVED, That the Board of Supervisors of the City and County of San Francisco
9 hereby finds that the Lease is consistent with the General Plan and with the Eight Priority
10 Policies of City Planning Code Section 101.1, and is exempt from environmental review for
11 the same reasons as set forth in the Planning Department's Certificate of Determination dated
12 April 7, 2008; and, be it

13 FURTHER RESOLVED, That the Board approves the Lease and authorizes the City
14 Administrator and the Director of Property to execute and deliver the Lease and to perform the
15 City's obligations under the Lease; and, be it

16 FURTHER RESOLVED, That the Board authorizes the City Administrator and the
17 Director of Property to amend the existing management agreement between the City and
18 SMG dated as of November 6, 1990, as amended, to remove the Building from the
19 management agreement; and, be it

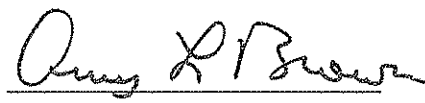
20 FURTHER RESOLVED, That all actions heretofore taken by the officers of the City
21 with respect to the Lease are hereby approved, confirmed and ratified; and, be it

22 FURTHER RESOLVED, That the Board of Supervisors authorizes the City
23 Administrator and the Director of Property to enter into any additional amendments or
24 modifications to the Lease that they determine, in consultation with the City Attorney, are in
25

1 the best interest of the City, do not decrease the rent or materially increase the obligations or
2 liabilities of the City, and are in compliance with all applicable laws, including the City Charter.

3
4 RECOMMENDED:

5
6
7 By: 
8 City Administrator

9
10
11 By: 
12 Director of Property



TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Mayor Gavin Newsom
RE: Lease of Bill Graham Civic Auditorium – 99 Grove Street
DATE: May 18, 2010

Dear Madame Clerk:

Attached for introduction to the Board of Supervisors is the resolution approving and authorizing a lease of the Bill Graham Civic Auditorium located at 99 Grove Street to BGCA Management, LLC for a term of approximately 20 years, with two 5-year extension options, under San Francisco Charter Section 9.118; and making findings that the lease is in conformance with the City's General Plan and is categorically exempt from environmental review under CEQA.

I request that this item be calendared in Budget and Finance Sub-Committee.

Should you have any questions, please contact Starr Terrell (415) 554-5262.

100649

CITY AND COUNTY OF SAN FRANCISCO
GAVIN NEWSOM, MAYOR

LEASE

between the

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, acting by and through the City Administrator

“City”

and

BGCA MANAGEMENT, LLC,
a Delaware limited liability company

“Tenant”

Dated as of March 10, 2010

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EXHIBITS TO LEASE

- EXHIBIT A - Description of the Premises
- EXHIBIT B - Initial Improvements
- EXHIBIT C - City Days
- EXHIBIT D - Existing Employees
- EXHIBIT E - Form of Guaranty

LEASE

THIS LEASE (“Lease”), dated for reference purposes as of March 10, 2010, is by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“City”), operating by and through the City Administrator (“Administrator”), and BGCA MANAGEMENT, LLC, a Delaware limited liability company (“Tenant”).

THIS LEASE IS MADE WITH REFERENCE TO THE FOLLOWING FACTS AND CIRCUMSTANCES:

By a Request for Proposals (“RFP”), dated February 22, 2006, the Administrator requested proposals for the rehabilitation, use, and operation of the historic Bill Graham Civic Auditorium owned by City and located at 99 Grove Street in San Francisco, California.

As stated in the RFP, City established the following general goals relative to the rehabilitation and use of the Building: (i) rehabilitate the Building to create a vibrant and active venue for concerts and special events; (ii) rehabilitation, maintenance and operation should occur at no cost to City; (iii) optimize the public use and enjoyment of the Building, including retention of certain City uses during the course of each year; and (iv) create opportunities to hire local and economically disadvantaged persons during project activities. In releasing the RFP, City sought a tenant that could maximize revenues while providing an affordable, high-quality concert experience for educational, community and cultural events.

Proposals were received and evaluated, and the City Administrator selected Tenant as the party with whom City would enter into exclusive negotiations per the terms of the RFP. Tenant demonstrated that it has the ability to bring significant specialized knowledge, expertise and experience to the management and operation of the Building and to construct necessary improvements and promote a broad range of cultural, musical, and other events at the Building. Accordingly, the parties entered into an exclusive negotiations agreement (“ENA”) dated as of December 6, 2006.

During the ENA term, Tenant investigated the Building and performed such due diligence regarding the Building and its suitability for the purposes contemplated by this Lease as determined necessary by Tenant. Tenant also refined its proposal for improvements to be made to the Building.

In a Certificate of Determination dated April 7, 2008, the City's Planning Department determined that this Lease is categorically exempt from environmental review under CEQA State Guidelines Section 15301(a), or Class 1.

City and Tenant now desire to enter into this Lease, upon all of the terms and conditions hereof.

ACCORDINGLY, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, City and Tenant agree as follows:

BASIC LEASE INFORMATION

The following is a summary of basic lease information (the “Basic Lease Information”). Each item below shall be deemed to incorporate all of the terms in this Lease pertaining to such

FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, SF Board of Supervisors	City elective office(s) held: Members, SF Board of Supervisors

Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: Bill Graham Management, LLC	
<i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i>	
1) Gregg W. Perloff; Sherry Wasserman; Steve Welkom; Robert Piccinini 2) CEO – Gregg W. Perloff; COO – Steve Welkom 3) Gregg W. Perloff; Robert Piccinini 4) N/A 5) N/A	
Contractor address: BGCA Management, LLC c/o Another Planet Entertainment 1815 Fourth Street, Suite C Berkeley, CA 94710	
Date that contract was approved:	Amount of contract: TBD – see lease terms on file with the Clerk of the Board (File No. 100649)
Describe the nature of the contract that was approved: Lease of Bill Graham Civic Auditorium	
Comments:	

This contract was approved by (check applicable):

the City elective officer(s) identified on this form (Mayor, Gavin Newsom)

a board on which the City elective officer(s) serves San Francisco Board of Supervisors

Print Name of Board

the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

Filer Information <i>(Please print clearly.)</i>	
Name of filer: Nicole Wheaton, Policy Analyst, Mayor's Office	Contact telephone number: 415-554-7940
Address: City Hall, Room 294	E-mail: Nicole.Wheaton@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed

