

1 [Termination Agreement - Lease Disposition and Development Agreement - Friends of the
2 Geneva Office Building and Powerhouse]

3 **Resolution approving and authorizing termination of the Lease Disposition and**
4 **Development Agreement for the rehabilitation and lease of the Geneva Office Building**
5 **and Powerhouse with the Friends of the Geneva Office Building and Powerhouse and**
6 **authorizing the General Manager of the Recreation and Park Department, or designee,**
7 **to execute a termination agreement.**

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9 WHEREAS, The City and County of San Francisco (City) owns the Geneva Office
10 Building and Powerhouse (Car Barn), located at 2301 San Jose Avenue in San Francisco's
11 District 11; and

12 WHEREAS, In 2004, jurisdiction over the Car Barn was transferred from City's
13 Municipal Transportation Agency (SFMTA) to the Recreation and Park Department (RPD), to
14 be used for recreational purposes and related uses consistent with the RPD's mission (Board
15 of Supervisors Resolution 193-04; File No. 040320), with SFMTA retaining jurisdiction over
16 the adjacent Cameron Beach Rail Yard; and

17 WHEREAS, The Friends of the Geneva Office Building and Powerhouse (Friends), a
18 community based nonprofit public benefit corporation, wishes to support RPD's use and
19 operation of the Car Barn, and to work cooperatively with RPD to develop and manage the
20 Car Barn; and

21 WHEREAS, Between 2007 and 2013, the Friends received seed funding from the City,
22 RPD, SFMTA, and the Department of Children Youth and Families to support the capital
23 campaign for the rehabilitation of the Car Barn as well as youth arts programming; and

1 WHEREAS, On April 21, 2014, in Board of Supervisors Resolution 393-14, the Board
2 of Supervisors approved a Lease Disposition and Development Agreement (LDDA) between
3 the City and Friends, to govern the rehabilitation of the Car Barn by Friends; and

4 WHEREAS, The LDDA establishes conditions that City and Friends must satisfy before
5 City and Friends would execute a proposed ground lease (Lease), under which Friends would
6 renovate, improve and operate the Car Barn, and City would deliver possession of the Car
7 Barn to Friends for such purposes, and the LDDA includes a schedule of performance with
8 deadlines for satisfying the closing conditions; and

9 WHEREAS, As a condition to the closing under the LDDA, Friends, with cooperation
10 from RPD, must obtain funding to complete construction drawings and perform the project;
11 and

12 WHEREAS, RPD and Friends anticipated that Friends would obtain funding from a
13 variety of sources, such as grants, tax credits, and private donations; however given the high
14 costs for the restoration project, Friends reports that fundraising for the project has proven to
15 be exceptionally difficult and that it will be unable to meet the funding requirements of the
16 LDDA; and

17 WHEREAS, Rather than waiting to terminate the LDDA administratively after the
18 deadlines have passed for Friends' performance, Friends has agreed to an early voluntary
19 termination of the LDDA, which would allow RPD to begin more quickly to explore and
20 implement other means of performing the restoration and improvement project, possibly
21 resulting in an earlier commencement of recreational activities in the Car Barn; and

22 WHEREAS, On August 20, 2015, the Recreation and Park Commission recommended
23 that the Board of Supervisors approve an LDDA termination agreement between RPD and
24 Friends (Termination Agreement), a copy of which proposed Termination Agreement is on file
25 with the Clerk of the Board of Supervisors in File No. 150890; now, therefore, be it

1 RESOLVED, That in accordance with the recommendation of the Recreation and Park
2 Commission, the Board of Supervisors hereby approves the Termination Agreement and the
3 termination of the LDDA as contemplated therein, and authorizes the General Manager of the
4 RPD to execute the Termination Agreement in substantially the form presented to this Board;
5 and, be it

6 FURTHER RESOLVED, That within 30 days of the Termination Agreement being fully
7 executed by all parties, RPD shall provide the final document to the Clerk of the Board for
8 inclusion in the official file.

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