

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU"), dated as of June 19, 2018, 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 15th 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 "15th 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 15th 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 15th Street Property to further their respective missions.

E. The City's Director of Property has determined the fair market value of each of the 15th 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 15th 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 15th 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 15th 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 Strategic Real Estate 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 15th 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 15th 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 15th Street Property within thirty (30) days of such substantial completion. The transfer of jurisdiction of the 15th Street Property from ACC to the SFMTA shall be effective on the date (the "15th Street Transfer Date") that ACC has completed such vacation (the "15th Street Transfer Date").
5. No Transfer Fee. Pursuant to two third party independent appraisals of the 15th 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 15th 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 15th 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 15th Street Property to document its condition. ACC shall not make any material modifications to the 15th Street Property after the Effective Date without the prior written consent of the SFMTA. On the 15th Street Transfer Date, the 15th 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 15th Street Property prior to the 15th Street Transfer Date. ACC shall cease all ACC operations at the 15th Street Property on or before the 15th Street Transfer Date.

If ACC makes any material modifications to the 15th 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 15th 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 15th Street Transfer Date, ACC and the SFMTA shall jointly inspect the 15th 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 15th 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 "15th Street Project") as long as such approvals are not binding on ACC and are not effective as to the 15th Street Property until the 15th 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 15th Street Property prior to the 15th 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 15th 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 15th Street Property by or for the SFMTA prior to the 15th 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 15th Street Transfer Date, ACC and RED each represent that no third party has the right to use or occupy any portion of the 15th 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 15th 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. Following the 15th Street Transfer Date, ACC shall be using several locked gates within the parking lot. Following the 15th 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
john.updike@sfgov.org
Re: 15th Street and Bryant Street MOU

If to ACC: Director
Animal Care and Control _____
City & County of San Francisco
1200 15th Street
San Francisco, CA 94103

@sfgov.org
Re: 15th Street and Bryant Street MOU

If to SFMTA: Director of Transportation
Municipal Transportation Agency
1 South Van Ness Avenue, 7th Floor
San Francisco, CA 94103
edward.reiskin@sfmta.com
Re: 15th 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 15th 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 15th 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: 
Virginia Donohue, Director

Date: August 31, 2018

RED:

REAL ESTATE DIVISION OF THE SAN
FRANCISCO OFFICE OF THE
ADMINISTRATOR

By: 
Andrico Q. Penick, Director of Property

Date: 8/21/18.

SFMTA:

SAN FRANCISCO MUNICIPAL
TRANSPORTATION AGENCY

By: 
Edward Reiskin
Director of Transportation

Date: June 19, 2019

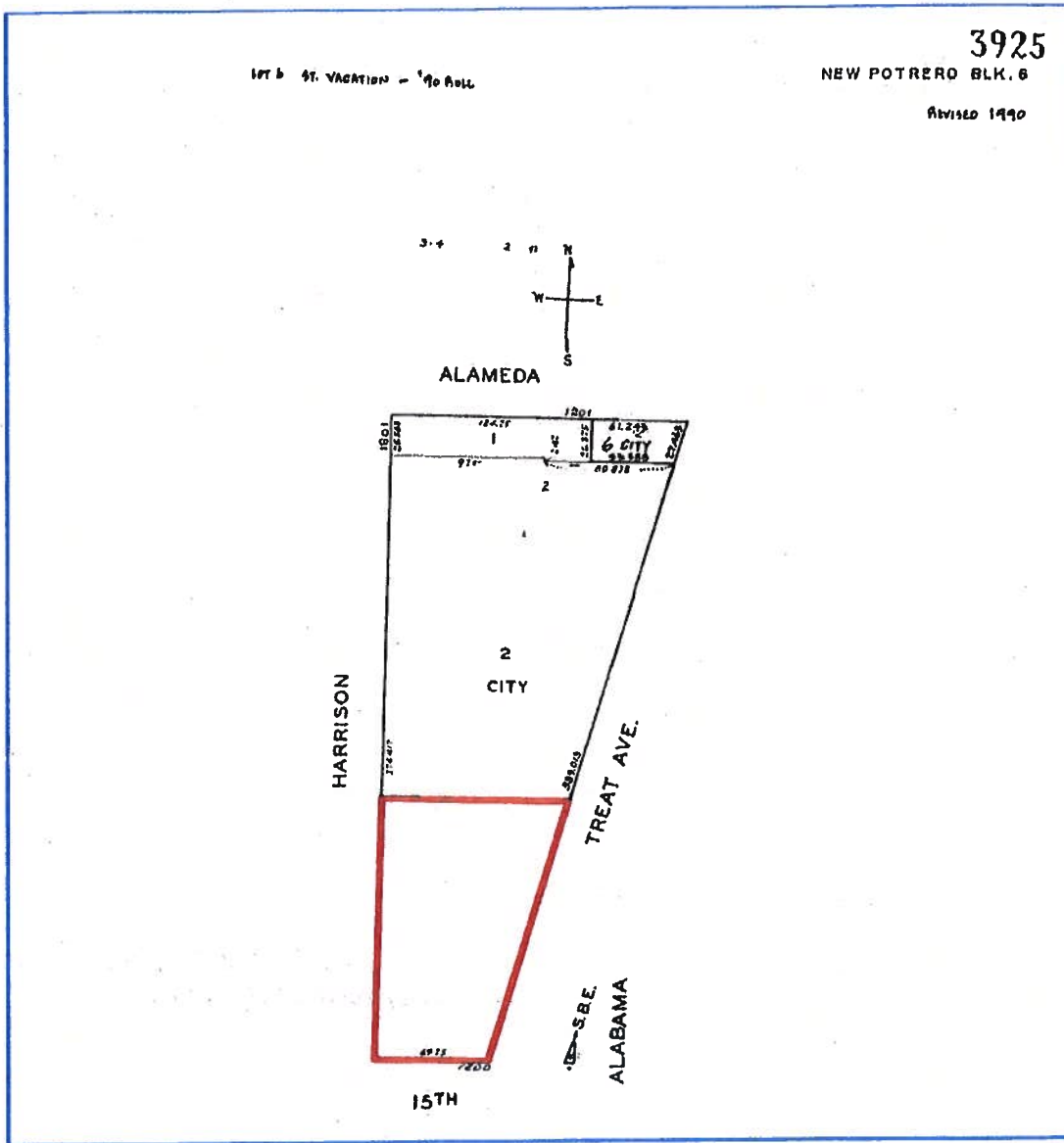
San Francisco Municipal Transportation Agency
Board of Directors

Resolution No: 190309-112

Adopted: September 3, 2019

Attest: 
Secretary, SFMTA Board of Director

LAND/SITE DESCRIPTION



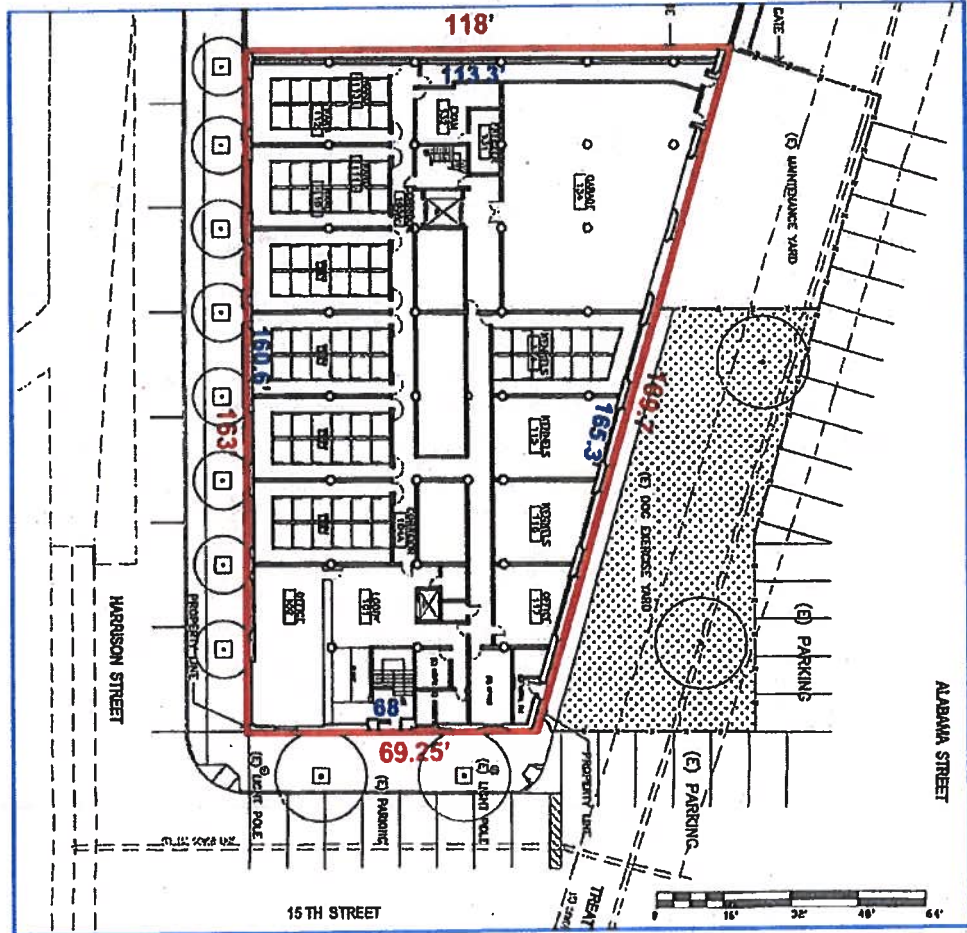
Assessor's Block Map (Excerpt)
Red outline denotes approximate parcel boundaries

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

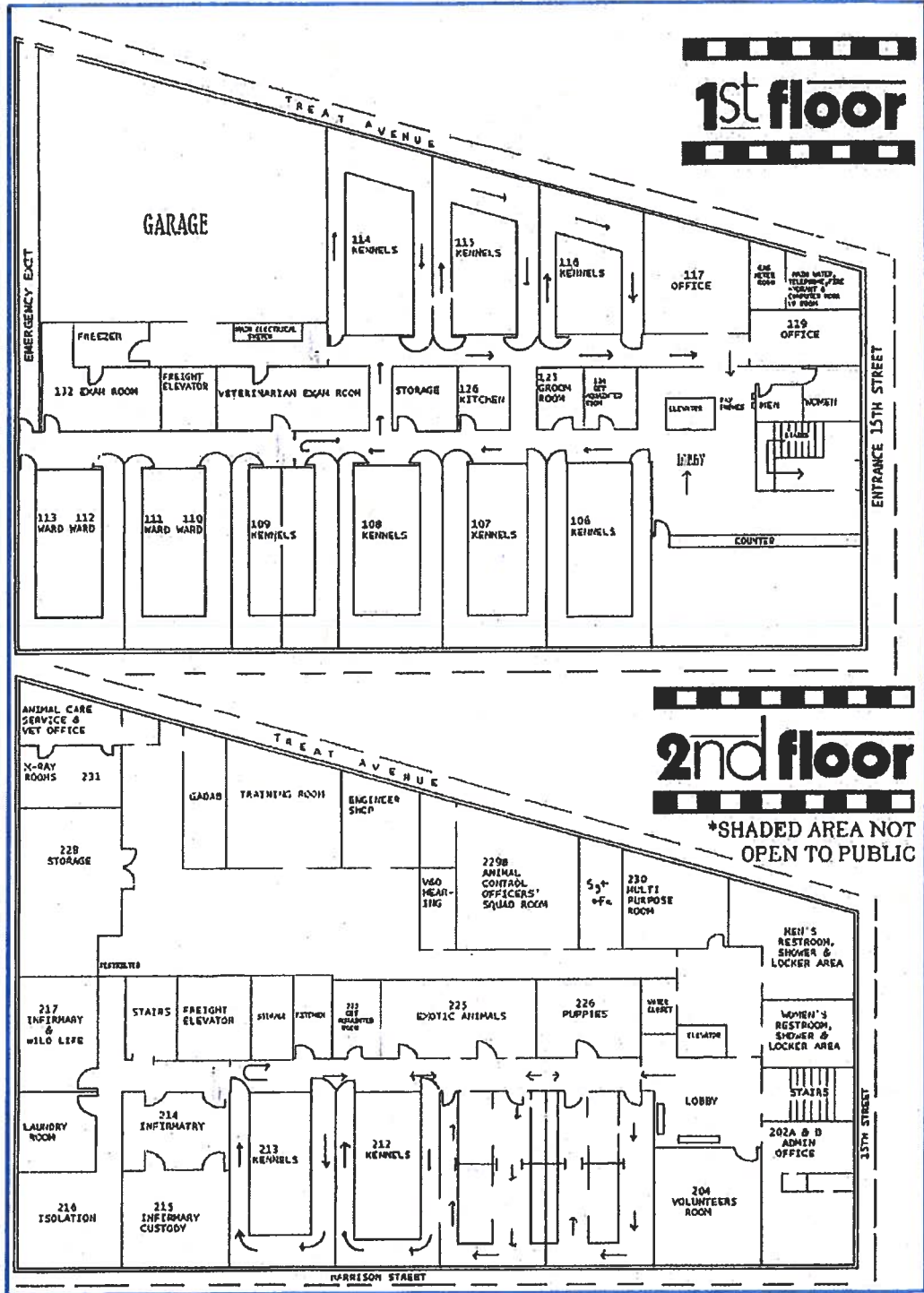


Site Plan

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

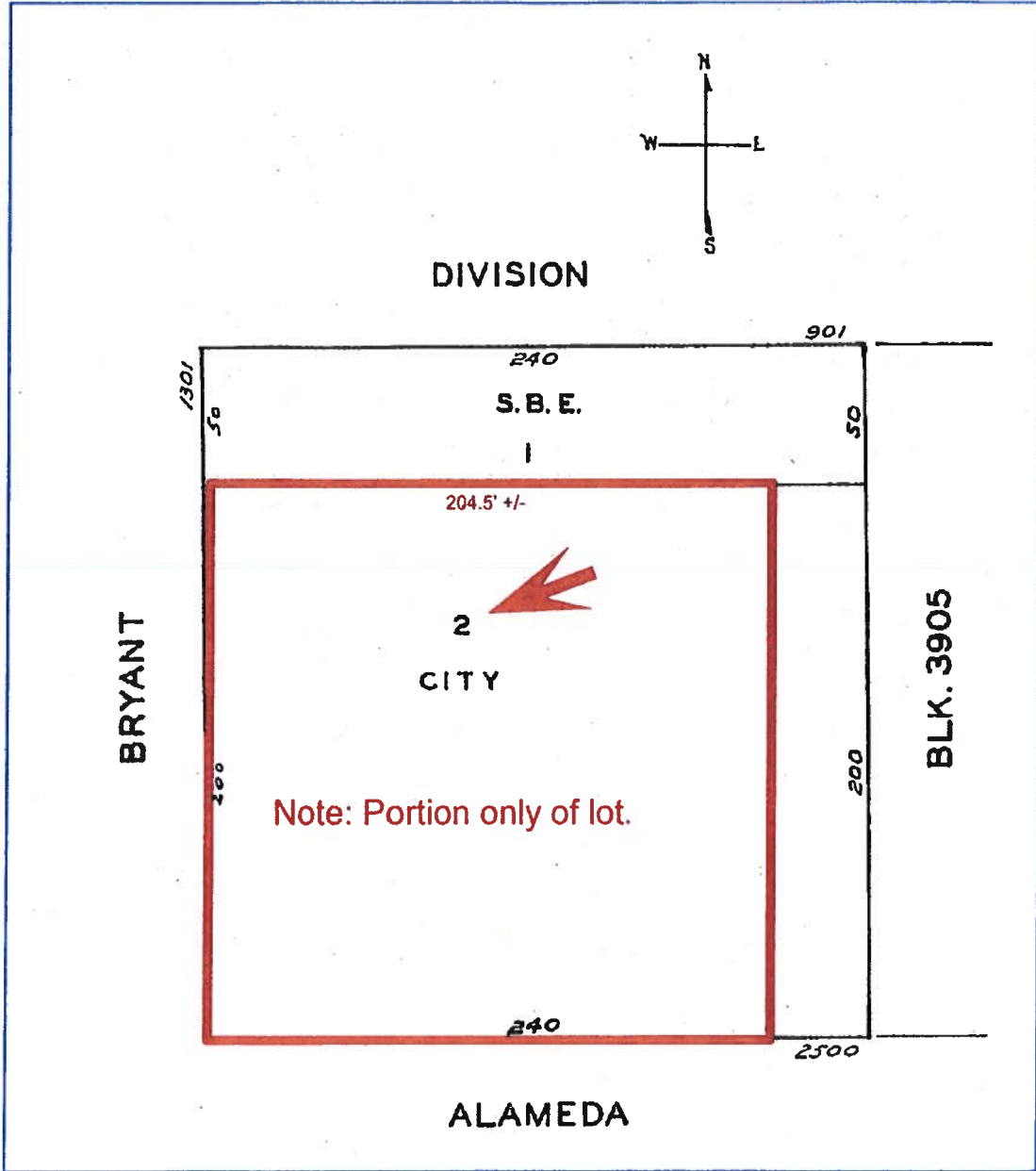


Floor Plan

EXHIBIT B

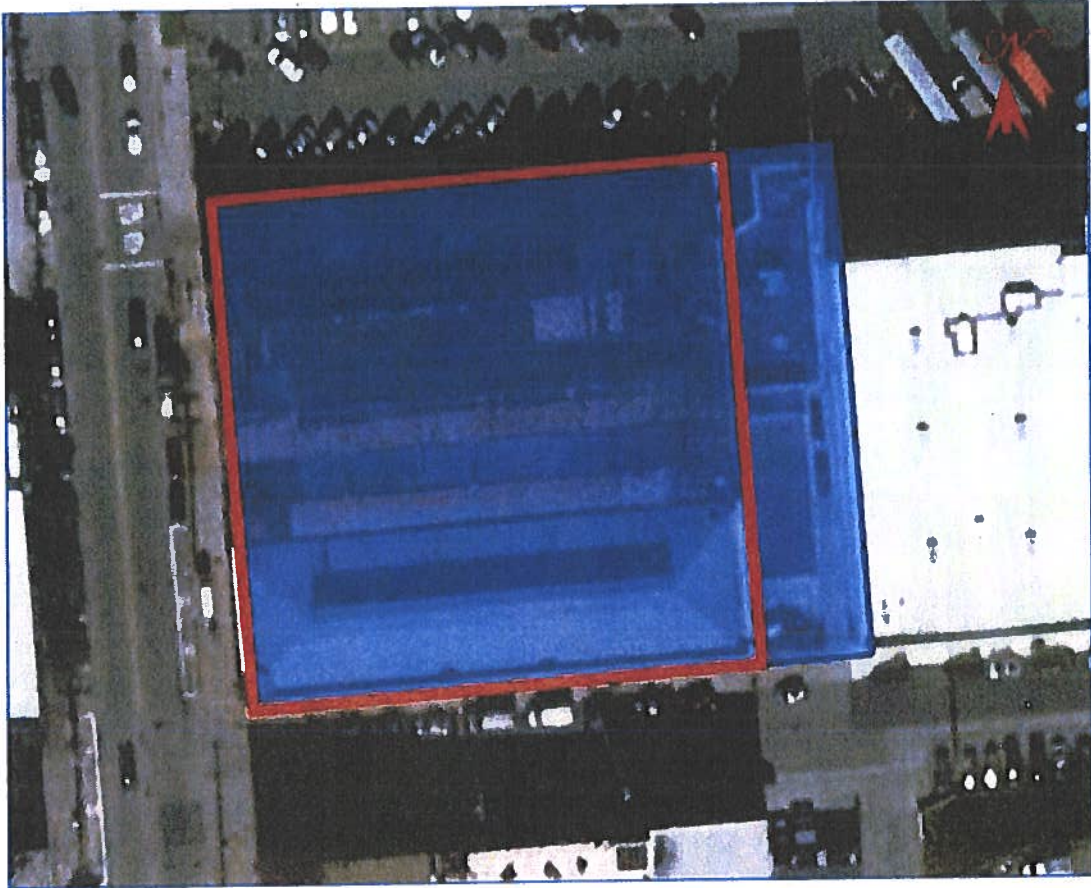
Depiction of Bryant Street Property

LAND/SITE DESCRIPTION



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

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

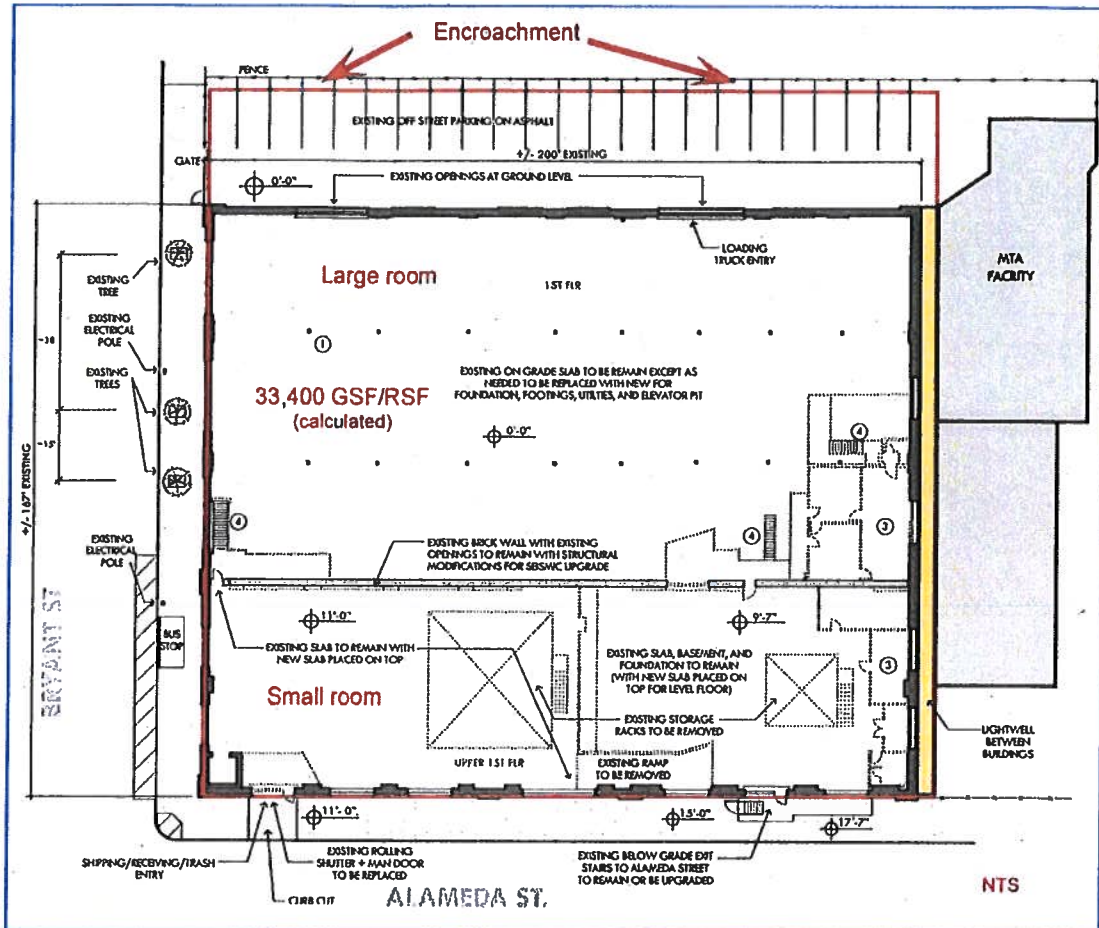


GIS Aerial Image

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

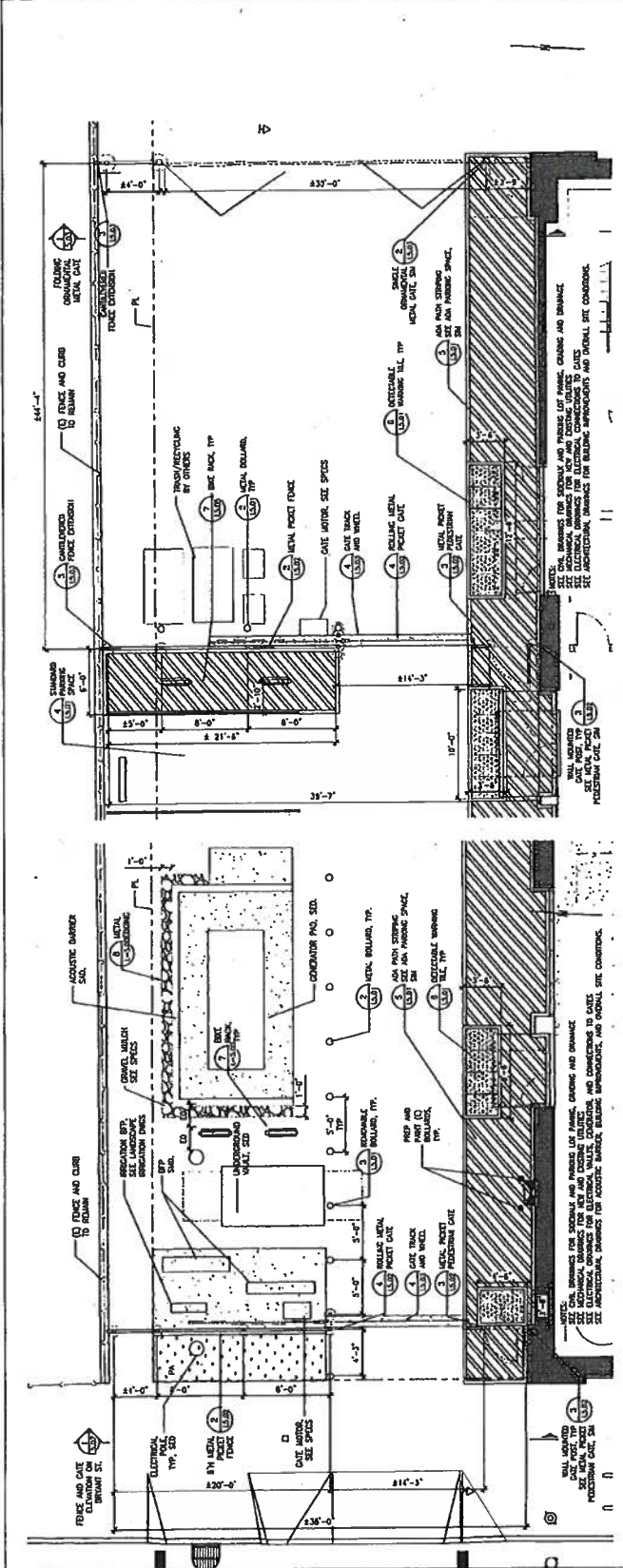


San Francisco Public Works
 400 California Street, San Francisco, CA 94102
 (415) 376-3300
 www.sf.gov

SAN FRANCISCO
 ANIMAL CARE & CONTROL

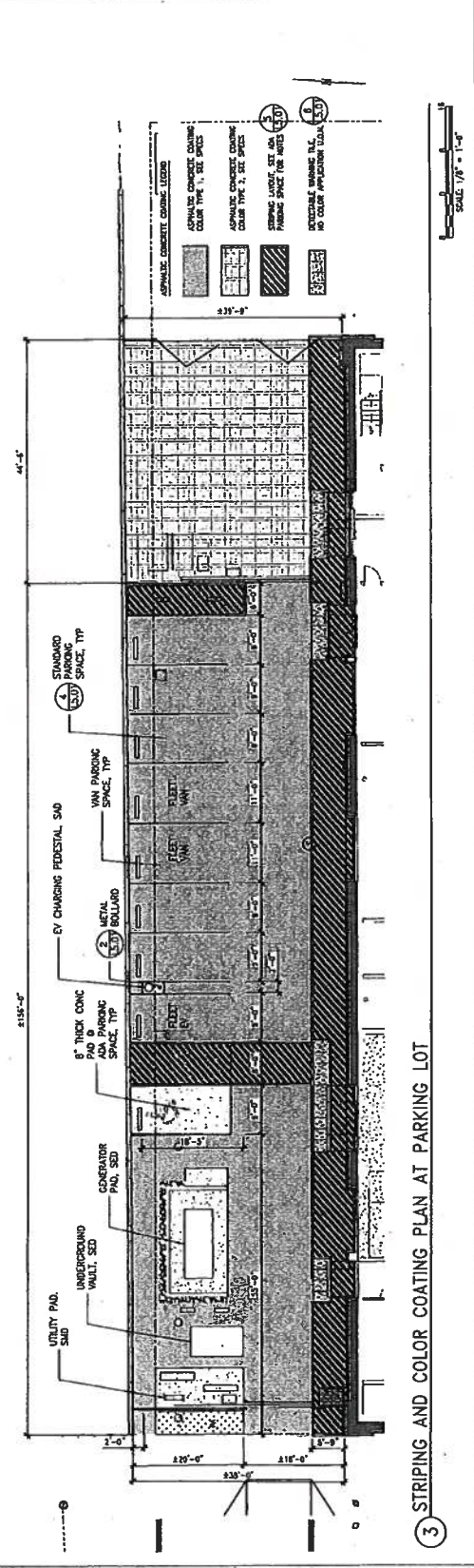
1119 Bayview Drive
 San Francisco, CA 94133

Contractor: _____



① PLAN ENLARGEMENT AT PARKING LOT ENTRANCE

② PLAN ENLARGEMENT AT REAR OF PARKING LOT



③ STRIPING AND COLOR COATING PLAN AT PARKING LOT

100% CONSTRUCTION DOCUMENTS

NO.	DATE	REVISION

KOTLIKOW CONSTRUCTION
 1000 California Street, Suite 1000
 San Francisco, CA 94109
 (415) 398-1100
 www.kotlikow.com

LAYOUT, PAVING, & DETAIL
 REFERENCE PLAN
 PARKING LOT

L1.01

7822A
 VOL. 1