



Edwin M. Lee, Mayor  
Philip A. Ginsburg, General Manager

**TERM SHEET**  
**Lease Agreement Between**  
**San Francisco Recreation and Parks Department**  
**and**  
**Boys & Girls Clubs of San Francisco**  
**Relating to the Boeddeker Clubhouse**

**Recitals:**

- A. Boeddeker Park is the largest open space in the Tenderloin, one of San Francisco's most dense and diverse neighborhoods.
- B. In 2008 The Trust for Public Land ("TPL") partnered with the San Francisco Recreation and Parks Department to redesign and develop Boeddeker Park including the clubhouse as part of its national "Parks for People" campaign which focuses on urban parks in underserved neighborhoods. TPL and the Department have together raised over \$8 million for the planning, design, community outreach and construction of this park renovation.
- C. Construction began in April of 2013 and is expected to be completed in October of 2014. Once completed, Boeddeker Park will represent an incredible resource for the Tenderloin community. However, due to its location in the heart of the Tenderloin, the park will require constant monitoring while it is open so that it is a safe and welcoming location for all in the community, ranging from children through seniors.
- D. Over the last six years, there has been broad and ongoing community outreach and participation in both the design of Boeddeker Park and the community's needs and desires regarding the programming and activation of the clubhouse and the park.
- E. The sustainability of this valuable neighborhood resource will be dependent upon continued community participation in the programming and activation of the clubhouse to ensure that it remains a safe, clean, healthy and vibrant resource in the Tenderloin.

**Lease Premises:** That building known as the Boeddeker Park Clubhouse (the "Clubhouse"), located in San Francisco, California, owned by City and under the jurisdiction of its Recreation and Park Department (the "Department") and consisting of approximately 4,200 square feet.

**Lessee:** BOYS & GIRLS CLUBS OF SAN FRANCISCO

**Lease Term:** Five (5) years



<b>Base Rent:</b>	Monthly Base Rent shall be \$2,400
<b>Monthly Credit:</b>	A monthly credit of \$2,400 shall be provided for each full month that the Lessee either directly or through other community organizations ensures that the Clubhouse is open and the Park is monitored from the hours of 9 am to 7 pm daily.
<b>Use:</b>	The Lease Premises shall be used for academic and recreational programming services and other community based programs and related events. Lessee shall select, coordinate, schedule, evaluate, oversee and administer programming subject to review and oversight by a Community Action Committee (as defined below). Lessee shall ensure that the Clubhouse is open from 9 am to 7 pm daily with oversight of the Park and that a minimum of 200 hours of programming is provided each month. In no event shall Lessee use the Lease Premises for administrative functions for programs operated outside of Boeddeker Park, without the prior written consent of the General Manager.
<b>Lessee's Insurance:</b>	<p>Lessee at no cost to the City, shall procure and keep in effect at all times during the Term insurance as follows:</p> <ol style="list-style-type: none"> <li>(1) Commercial general Liability with limits not less than One Million Dollars (\$1,000,000).</li> <li>(2) Workers Compensation Insurance with Employer's Liability limits not less than \$1,000,000) each accident</li> <li>(3) Sexual Molestation and Abuse, with minimum limits of \$2,000,000 per occurrence and \$4,000,000 aggregate</li> <li>(4) Property Insurance sufficient to cover Lessee's Personal Property.</li> </ol>
<b>Restrooms:</b>	The Department shall be responsible for the regular cleaning and stocking of the public restrooms located on the Leased Premises
<b>Community Action Committee</b>	<p>Lessee will form and will maintain a Community Action Committee made up of key stakeholders in the Tenderloin to provide support, vision, guidance, resources, etc. in support of the continued positive activation of the Clubhouse and surrounding areas. The Community Action Committee shall have three sub-committees made up of Community Stakeholders:</p> <ul style="list-style-type: none"> <li>• Operations</li> <li>• Safety and Security</li> <li>• Programming and Evaluation</li> </ul>

**Department  
Programming**

The Department shall provide a minimum of 20 hours of programming per week to be coordinated with the Lessee for the first two years of the Lease Term. The Department will continue to provide programming if funding allows and may increase programming at its discretion if additional funding becomes available.

**Public Access:**

The Clubhouse will be available for weekend rentals, and weeknights for community meetings, through the Department's Permits and Reservations Division.

**Other Community Organizations:**

The Parties anticipate that certain of Lessee's obligations to provide programming or staffing will be performed by other neighborhood organizations, to be approved by the Department. The form of agreement under which such other organizations operate in the Clubhouse shall be subject to approval by the Department.

**This letter is a preliminary statement of Department's general intentions. It should be understood that Department and the Lessee mutually intend that neither party shall have any binding contractual obligation to the other relative to the terms specified herein until a formal lease agreement has been prepared, reviewed and approved by each parties' counsel and has been fully executed with all necessary approvals and delivered by the parties.**

**Nothing in this proposal shall be deemed to impose on either party any obligation to continue negotiations and either party shall have the right to discontinue negotiations without incurring any obligation or liability to the other**

\_\_\_\_\_  
Rob Connolly, President

Date

\_\_\_\_\_

Boys & Girls Clubs of San Francisco

\_\_\_\_\_  
Philip A. Ginsburg, General Manager  
San Francisco, Recreation and Parks Department

Date

\_\_\_\_\_