AGENDA ITEM
Treasure Island Development Authority
City and County of San Francisco
Meeting of November 6, 2026

Subject: Resolution Authorizing the First Amendment to the Economic Development Conveyance (EDC) Memorandum of Agreement (MOA) between the Treasure Island Development Authority and the United States of America, acting by and through the Department of the Navy, to (i) remove restrictions limiting renewal terms, and (ii) update notice addresses.

Richard A. Rovetti, Deputy Director of Real Estate

Contact:
Phone: 415-274-3365

BACKGROUND

On July 2, 2014, the Treasure Island Development Authority (the "Authority") and the United States of America, acting by and through the Department of the Navy (the "Navy"), executed the Economic Development Conveyance (EDC) Memorandum of Agreement (MOA), establishing the terms and procedures for the conveyance of Naval Station Treasure Island ("NSTI").

Article 12(A) of Exhibit K-2 to the EDC provides for the Navy's continued occupancy of office space in Building 1 (Administration Building) to support ongoing environmental remediation activities at Treasure Island and other Bay Area Base Realignment and Closure program ("BRAC") sites.

Under the EDC, the Navy's premises consist of (i) approximately 2,500 square feet of office space located on the first floor of the Administration Building, Suite 123; (ii) nonexclusive use of the Conference Room located in Suite 117 for Navy Restoration Advisory Board meetings; and (iii) one designated parking space in the Basement of the Administration Building. The Navy has paid fair market value rent to the Authority for its occupancy of the premises since May 30, 2022.

The proposed First Amendment to the EDC would remove the existing restriction limiting the Navy to a single renewal term and expressly authorize successive five-year renewal terms at fair market value rent, subject to the same terms and conditions of the existing agreement. This amendment would provide the Navy with the flexibility to maintain its presence at Treasure Island for as long as necessary to support its ongoing environmental remediation and BRAC-related responsibilities.

Additionally, the proposed First Amendment would update the official notice addresses for both parties, as set forth in Article 20 of the EDC.

BUDGET IMPACT

The proposed amendment will have no impact on the Authority's budget.

RECOMMENDATION

Authority staff recommends that the Treasure Island Development Authority Board of Directors approve the proposed First Amendment to the Economic Development Conveyance (EDC) Memorandum of Agreement (MOA) between the Treasure Island Development Authority and the United States of America, acting by and through the Department of the Navy, to (i) remove restrictions limiting renewal terms and authorize successive five-year renewals at fair market value rent, and (ii) update the notice addresses of both parties.

Staff further recommends that the Board authorize the Executive Director or her designee to execute the First Amendment in accordance with the terms and conditions described above.

EXHIBIT

EXHIBIT A – First Amendment to the Memorandum of Agreement between the United States of America and The Treasure Island Development Authority for Conveyance of The Naval Station Treasure Island

Prepared by: Richard A. Rovetti, Deputy Director of Real Estate
For: Sheela Jivan, Executive Director

[Economic Development Conveyance Memorandum of Agreement – First Amendment]

Resolution Authorizing the First Amendment to the Economic Development Conveyance (EDC) Memorandum of Agreement (MOA) between the Treasure Island Development Authority and the United States of America, acting by and through the Department of the Navy, to (i) remove restrictions limiting renewal terms, and (ii) update notice addresses.

WHEREAS, Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America (“the Federal Government”); and,

WHEREAS, The Base was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97, authorizing the Mayor’s Treasure Island Project Office to establish a nonprofit public benefit corporation known as the Treasure Island Development Authority (the “Authority”) to act as a single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the City and County of San Francisco; and,

WHEREAS, Under the Treasure Island Conversion Act of 1997 (the “Act”), which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968, the California Legislature (i) designated the Authority as a redevelopment agency under California redevelopment law with authority over the Base upon approval of the City’s Board of Supervisors, and (ii) with respect to those portions of the

Base which are subject to the Tidelands Trust, vested in the Authority the authority to administer the public trust for commerce, navigation and fisheries as to such property; and,

WHEREAS, On February 6, 1998, the Board of Supervisors adopted Resolution No. 43-98 approving the designation of the Authority as a redevelopment agency for Treasure Island and Yerba Buena Island; and,

WHEREAS, On January 24, 2012, the Board of Supervisors rescinded designation of the Authority as the redevelopment agency for Treasure Island under California Community Redevelopment Law in Resolution No. 11-12; although such rescission does not affect Authority's status as the Local Reuse Authority for Treasure Island or the Tidelands Trust trustee for the portions of Treasure Island subject to the Tidelands Trust, or any other powers or authority of the Authority; and,

WHEREAS, On July 2, 2014, the Treasure Island Development Authority (the "Authority") and the United States of America, acting by and through the Department of the Navy (the “Navy”), executed the Economic Development Conveyance (EDC) Memorandum of Agreement (MOA), establishing the terms and procedures for the conveyance of Naval Station Treasure Island (“NSTI”); and,

WHEREAS, Article 12(A) of Exhibit K-2 to the EDC provides for the Navy’s continued occupancy of office space in Building 1 (Administration Building) to support ongoing environmental remediation activities at Treasure Island and other Bay Area Base Realignment and Closure program (“BRAC”) sites; and,

WHEREAS, Under the EDC, the Navy’s premises consist of (i) approximately 2,500 square feet of office space located on the first floor of the Administration Building, Suite 123; (ii) nonexclusive use of the Conference Room located in Suite 117 for Navy Restoration

Advisory Board meetings; and (iii) one designated parking space in the Basement of the Administration Building; and,

WHEREAS, The Navy has paid fair market value rent to the Authority for its occupancy of the premises since May 30, 2022; and,

WHEREAS, The proposed First Amendment to the EDC would remove the existing restriction limiting the Navy to a single renewal term and expressly authorize successive five-year renewal terms at fair market value rent, subject to the same terms and conditions of the existing agreement, and would provide the Navy with the flexibility to maintain its presence at Treasure Island for as long as necessary to support its ongoing environmental remediation and BRAC-related responsibilities; and,

WHEREAS, Additionally, the proposed First Amendment would update the official notice addresses for both parties, as set forth in Article 20 of the EDC; now, therefore be it

RESOLVED, That the Board of Directors hereby approves the proposed First Amendment to the Economic Development Conveyance (EDC) Memorandum of Agreement (MOA) between the Treasure Island Development Authority and the United States of America, acting by and through the Department of the Navy, to (i) remove restrictions limiting renewal terms and authorize successive five-year renewals at fair market value rent, and (ii) update the notice addresses of both parties, and authorizes the Treasure Island Executive Director or her designee to execute said Amendment in substantially the form attached hereto as Exhibit A; and be it

FURTHER RESOLVED, That the Board of Directors hereby finds that (i) entering into the Amendment will serve the goals of the Authority and the public interests of the City, and (ii) the terms and conditions of the Amendment are economically reasonable; and be it

FURTHER RESOLVED, That the Board of Directors hereby authorizes the Treasure Island Director or his designee to enter into any additions, amendments or other modifications to the Agreement that the Treasure Island Executive Director or her designee determines in consultation with the City Attorney are in the best interests of the Authority, that do not materially increase the obligations or liabilities of the Authority, that do not materially reduce the rights of the Authority, and are necessary or advisable to complete the preparation and approval of the Agreement, such determination to be conclusively evidenced by the execution and delivery by the Treasure Island Executive Director or her designee of the documents and any amendments thereto.

CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on November 6, 2026.

_____

Mark Dunlop, Secretary

26 August 2026

FIRST AMENDMENT
TO THE
MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
AND
THE TREASURE ISLAND DEVELOPMENT AUTHORITY
FOR THE CONVEYANCE OF
THE NAVAL STATION TREASURE ISLAND

FIRST AMENDMENT
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FOR CONVEYANCE OF
THE NAVAL STATION TREASURE ISLAND

THIS FIRST AMENDMENT to the Memorandum of Agreement between the United States of America acting by and through the Department of the Navy, and the Treasure Island Development Authority for Conveyance of the Naval Station Treasure Island dated July 2, 2014 **("EDC Agreement")** is entered into on this _____ day of _____, 2026 by and between the **UNITED STATES OF AMERICA,** acting by and through the Department of the Navy (**"Navy"),** and the **TREASURE ISLAND DEVELOPMENT AUTHORITY ("Authority"**), recognized as the local redevelopment authority for the former Naval Station Treasure Island. Navy and Authority are sometimes referred to herein collectively as the "**Parties."**

RECITALS

WHEREAS, the Parties entered into the EDC Agreement for the Economic Development Conveyance **("EDC")** to the Authority of the former Naval Station Treasure Island **("Property"),** pursuant to Section 2905(b)(4) of the Defense Base Closure and Realignment Act of 1990, as amended, and associated implementing regulations of the Department of Defense (32 C.F.R. Part 174);

WHEREAS, the Navy's Caretaker Site Office (the "Navy Office") is governed by Article 13 of the EDC Agreement and Exhibit K-2 attached thereto ("Navy Office Provisions"); and

WHEREAS, pursuant to Section 13.1 of the EDC Agreement and Article 12(A) of Exhibit K-2, the Parties executed a renewal option for the Navy to extend its occupancy for a five (5) year term at Fair Market Value ("FMV") rent, commencing on May 30, 2022, and expiring on May 31, 2027; and

WHEREAS, Article 12(A) of Exhibit K-2 currently contains language stating that upon executing such renewal, "Navy shall have no further rights to renew its occupancy"; and

WHEREAS, the Parties desire to amend the EDC Agreement and Exhibit K-2 to remove this restriction and explicitly grant the Navy a continuing right to renew its occupancy for successive five (5) year terms under the same terms and conditions, supporting the Navy's ability to maintain its caretaker presence in Building 1 on the Property; and

WHEREAS, the Parties also desire to update the notice addresses set forth in Article 20 of the EDC Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals and the respective representations, agreements, covenants, and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree the following terms of the EDC Agreement are revised as follows:

AGREEMENT

For simplicity, article numbers and headings in this First Amendment correspond to the article numbers and headings in the EDC Agreement.

Section 1. AMENDMENT TO EXHIBIT K-2 (NAVY OFFICE PROVISIONS)

Article 12 of Exhibit K-2 (*Navy Office Provisions*) to the EDC Agreement is hereby deleted in its entirety and replaced with the following:

ARTICLE 12

ADJUSTMENT OF TERMINATION DATE

(A) At the expiration of the initial seven (7) year occupancy period, Navy may elect to terminate its occupancy or to renew its occupancy at fair market rent, to be determined by TIDA based upon the highest and best use permitted for the occupied space, and based upon rental rates for similar space at Treasure Island, for a renewal term not to exceed five (5) years. Navy shall provide TIDA with written notice of its election to renew its occupancy not less than one hundred eighty (180) days prior to the Termination Date. Within sixty (60) days after TIDA's receipt of Navy's election to renew, TIDA shall provide Navy with written notice of the fair market rent for the Premises. Within sixty (60) days after Navy's receipt of the notice of fair market rent for the Premises, Navy shall notify TIDA of its acceptance of the fair market rent or its dispute of the fair market rent, as described in Article 27 of the EDC MOA for disputes not otherwise subject to Section 27.3.2. If TIDA can show 3 comparable market rates on Treasure Island, the dispute is resolved in TIDA's favor. If Navy accepts the fair market rent, the renewal shall be on all of the terms of these Provisions except as provided in this Article 12 with respect to the fair market rent and the renewal term, and the Navy shall have a continuing right to renew its occupancy for successive five (5) year terms, subject to the same terms and conditions for renewal as set forth herein. If Navy does not notify TIDA of its acceptance or dispute of the fair market rent within such sixty (60) day period, Navy's right to renew its occupancy shall terminate and be of no further force and effect, and Navy shall surrender the Premises to TIDA on the Termination Date in accordance with these Office Provisions."

(B) Navy may otherwise terminate its occupancy at any time upon thirty (30) days written notice.

Section 2. AMENDMENT TO ARTICLE 20 (NOTICES)

The notice addresses listed in Article 20 to the EDC Agreement are hereby deleted in their entirety and replaced with the following:

ARTICLE 20

NOTICES

If to Government:	Director, BRAC Program Management Office West 33000 Nixie Way, Bldg. 50, Suite 207 San Diego, CA 92147
If to Authority:	Director, Treasure Island Development Agency 39 Treasure Island Road, Suite 241 San Francisco, CA 94130
With a copy to:	Office of City Attorney, City and County of San Francisco City Hall, Room 234 1 Dr. Goodlett Place San Francisco, CA 94102
and to:	George Schlossberg, Esq. Kutak Rock LLP 1133 Connecticut Ave NW Suite 1200 Washington, DC 20036

Section 3. SURVIVAL AND BENEFIT

Unless defined separately, the terms used in this First Amendment shall be the same as used and defined in the EDC Agreement, as amended.

Except as set forth herein, and unless modified specifically by this First Amendment, the terms and conditions contained in the EDC Agreement, as amended, shall remain unmodified and in full force and effect upon the Parties and their respective successors and assigns as set forth in the EDC Agreement.

[Signatures on the Following Page]

In Witness Whereof, the Parties, intending to be legally bound, have caused their duly authorized representatives to execute and deliver this First Amendment as of the date first above written.

UNITED STATES OF AMERICA,
Acting by and through the Department of the Navy

Name: AMY JO HILL
Real Estate Contracting Officer

THE TREASURE ISLAND DEVELOPMENT AUTHORITY

Name: SHEELA JIVAN
Executive Director