

CANDLESTICK POINT STATE RECREATION AREA
SUBLEASE TERM SHEET

The City and County of San Francisco has a sincere interest in subleasing a portion of the property commonly known as the Boat Launch parking lot at Candlestick Point State Recreation Area (“**Candlestick**”) in San Francisco, CA. This term sheet (“**Term Sheet**”) outlines the basic business terms and conditions of a proposed sublease between the City and County of San Francisco (“**City**”) through its Department of Homelessness and Supportive Services (“**HSH**”) as “**Subtenant**” and the California Department of Parks and Recreation (“**State Parks**”) as “**Sublandlord**” with the consent and approval of the California State Lands Commission (“**State Lands**” or “**Landlord**”).

1. **Proposed Recitals:**

Whereas, the City and State Parks agree that City Police enforcement and peace officers exercising authority throughout Candlestick shall provide patrolling inside Candlestick. They shall enforce laws on unauthorized encampments, black water dumping into the Bay, intimidation of would be park visitors and staff, vandalism, drug use, public resource degradation, and theft punctuated by the RV encampment on Hunter’s Point Expressway since early 2020. Patrolling services are needed in this area and are public benefits of value to State Lands, State Parks and the citizens/ residents of the State of California.

Whereas, the City is proposing to establish a Vehicle Triage Center on the Premises (defined below), which would provide critical resources to people residing in recreational and passenger vehicles within the Candlestick area and District 10, providing a safe place for people to stay in their vehicles while accessing services and connecting to resources within the Homelessness Response System to support a permanent exit out of homelessness.

Whereas, the combination of using the Vehicle Triage Center to move cars and RVs off the streets and into the Center and the Off-Site Services in and around Candlestick Park would allow people to safely come and enjoy Candlestick again.

Whereas, State Lands and State Parks have entered negotiations to sublet the Premises and to allow this temporary, non-recreational use which provides a public benefit to State Lands, State Parks and the citizens / residents of the State of California.

The City proposes to negotiate in good faith towards a sublease agreement upon the terms and conditions set forth as follows:

2. **Landlord:** California State Lands Commission (“**State Lands**”).
3. **Sublandlord:** California Department of Parks and Recreation (“**State Parks**”).
4. **Subtenant:** City and County of San Francisco (“**City**”) through its Department of Homelessness and Supportive Services (“**HSH**”).
5. **Property:** Candlestick Point State Recreation Area, San Francisco, CA (“**Candlestick**”).

6. Premises: Approximately 312,000 square feet of parking lot area as shown on Exhibit A (the “Site Map”), a portion of Candlestick.
7. Condition of Premises: Subtenant accepts the Premises in its AS-IS condition. At expiration of the lease, Subtenant will demolish and remove its improvements unless otherwise approved by State Parks and State Lands.
8. Use: Providing a Vehicle Triage Center services for up to 150 vehicles (RVs and cars) for people experiencing homelessness and currently living in their vehicles; construction of certain On-Site Improvements related to same; and ancillary activities related to same. (Additional detail under On-Site Improvements below).
9. Term: Two years.
10. Renewal / Extension: Subject to negotiations at the end of the Term, upon mutual agreement of the parties.
11. Commencement Date: November 1, 2021 or upon approval by the Board of Supervisors, Mayor California State Parks, potentially Department of General Services, and State Lands Commission.
12. Annual Rent: In kind law enforcement for entire State Park.
13. Rent Escalator: None.
14. Security Deposit: None.
15. Administrative Fee: None or paid through in kind services.
16. Purchase Option: None.
17. Utilities: Subtenant to be solely responsible for all utilities servicing the Premises Including, but not limited to, electricity, water and sewer.
18. Services: Subtenant to be solely responsible for all services to the Premises including but not limited to janitorial, security, trash, recycling and dump removal.
19. Project Description: The Vehicle Triage Center would provide critical resources to people residing in recreational and passenger vehicles within Candlestick and District 10, providing a safe place for people to stay in their vehicles while accessing services and connecting to resources within the Homelessness Response System to support a permanent exit out of homelessness.

20. Project
Improvements
and Services:

The following On-Site Improvements and Services will be constructed by the City on the Premises along with the listed on-site services:

- 24/7 staffing, including service practitioners familiar with issues regarding vehicle residency and resources for referral of guests to services
- Custodial services
- Security services
- Food programming
- Installation of perimeter fencing with privacy screen and access gates
- Site striping of stalls for approximately 150 recreational and passenger vehicles and 15 staff vehicles
- Site lighting (poles and solar light
- Construction of pet area
- Construction of Guard Shack
- Construction of Shaded Picnic areas
- Installation of two mobile trailers for case management office/health care
- Installation of shower trailer
- Installation of mobile restrooms
- Construction of site operator RV office and storage
- Potable water hose bibs (water source for guest use)
- Repair and improvement of Candlestick water mains as necessary for Triage Vehicle Center use
- Repair and improvement of CPSRA sewer lines as necessary for Triage Vehicle Center use
- Installation of trash containers (waste, recycling and compost)
- Power charging stations
- Department of Public Works will undertake the following:
 - Litter and debris removal at least 3 days per week
 - Post no dumping signs
 - Explore the possibility of deploying Illegal Dumping Surveillance Cameras

- San Francisco Municipal Transportation Authority will take the following actions along Hunter’s Point Expressway between Jamestown Avenue/Harney Way and Arelious Walker Drive:
 - Repost the removed or damaged parking regulations signs that reflect the current parking regulations.
 - Focus on enforcing parking regulations in the area to prevent re-encampment.
- Department of Homelessness and Supportive Housing will provide data related to program success, including but not limited to, the following:
 - Placement and occupancy
 - Service connections
 - Housing placement and exit data
- HSOC and/or HOT will provide regular data updates including the following:
 - Inhabited vehicle counts in the area
 - Outreach attempts and service/placement offers
 - Encampment resolution information

21. Removal of
New On-Site
Improvements:

Subtenant shall be required to remove all new On-Site Improvements installed by Subtenant during the term of the Sublease unless Sublandlord notifies Subtenant in writing that the new On-Site Improvements do not have to be removed.

22. Pre-existing
On-Site
Improvements:

Subtenant may at its sole election use, repair or maintain pre-existing On-Site Improvements during the term of the Sublease, with Sublandlord’s prior written consent, which shall not to be unreasonably conditioned, withheld or delayed. Such use of pre-existing On-Site Improvements shall not obligate Subtenant to remove said improvements at the end of the Term.

23. Off-Site
Services:

Subtenant, at its sole expense, shall perform or caused to be performed, the Off-Site Services listed in Exhibit B.

24. Insurance:

Subtenant is permissively self-insured. Subtenant shall not be required to obtain or maintain 3rd party insurance during the Term of the sublease.

25. Brokers: Sublandlord and Subtenant represent and warrant to each other that they have not engaged a broker in connection with securing the proposed sublease. Thus, neither party shall be obligated to pay a broker fee or commission in connection with this proposed sublease.

26. Sublease Form: The sublease agreement shall be based (to the extent practicable) on the Lease Agreement between State Lands and State Parks for the Property (Lease No. PRC 6414.9) dated July 2014 (“Lease”), attached hereto as Attachment 2 for illustrative purposes only. The final sublease is subject to negotiations with Sublandlord and Subtenant through its Director of Property, and approval by the City's Director of Property, City Attorney, Board of Supervisors and Mayor, in their respective sole and absolute discretion. The final sublease is also subject to the approval of State Lands and State Parks in their respective sole and absolute discretion.

27. Miscellaneous Terms

Not Applicable: Subtenant finds the following Sections of the Lease inapplicable to the proposed sublease and proposes that the parties negotiate in good faith to draft applicable language consistent with this Term Sheet:

- Section 1 – Basic Provisions
- Section 2 – Special Provisions
- Section 3 – Description of Lease Premises
- Section 8 – Insurance
- Section 9 – Surety Bond

28. Miscellaneous Terms

Applicable: Subtenant finds the following Sections of the Lease applicable to the proposed sublease and agreeable to the extent consistent with the Term Sheet and subject to review of final language:

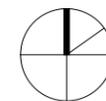
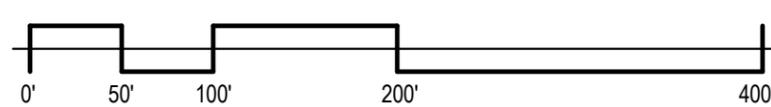
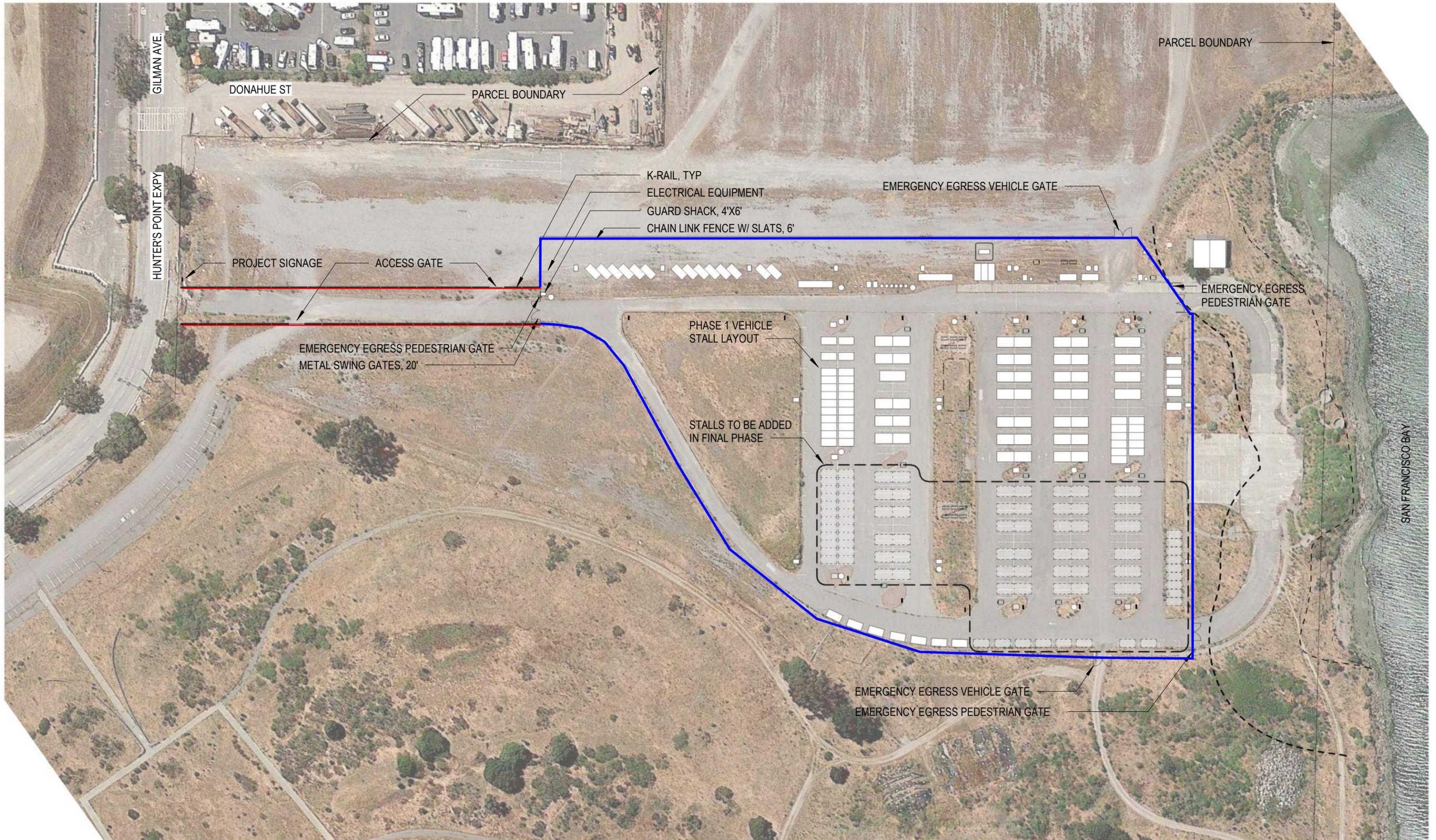
- Section 4 – General Provisions
- Section 5 – Reservations, Encumbrances, and Rights-Of-Way
- Section 6 – Rules, Regulations, and Taxes
- Section 7 – Indemnity
- Section 10 – Assignment, Encumbrancing or Subletting (Provided that the use of the Premises by the City’s service providers and vendors is not deemed an assignment)
- Section 11 – Default and Remedies (Provided that Section 11(a)(2) regarding insurance is removed)
- Section 12 – Restoration of Lease Premises (Subject to Item 22 above regarding Pre-existing On-Site Improvements)

- Section 13 – Quitclaim Deed (Provided that form of Quitclaim deed is attached to the sublease at time of execution)
- Section 14 – Holdover
- Section 15 – Additional Provisions

State Lands, State Parks and the City understand and agree that this Term Sheet is not intended to be, and shall not become, contractually binding on any party and no legal obligation shall exist unless and until the parties in their respective roles have negotiated, executed and delivered a mutually acceptable and authorized Sublease Agreement. In addition, the parties acknowledge and agree that under the City's Charter, no department, commission, officer or employee of City has authority to commit the City to the transactions contemplated by this Term Sheet unless and until appropriate legislation by the City's Board of Supervisors has been duly enacted and approved by the Mayor, each in their respective sole and absolute discretion approving the Sublease Agreement (or alternatively delegating the authority to negotiate and execute such an agreement on their behalf) and the transactions contemplated thereby and appropriating all necessary funds, in compliance with all applicable laws. The Director of Property, on behalf of City, and State Parks (with the consent of State Lands) will attempt in good faith to use the above terms and conditions as the initial base to negotiate and enter into a Sublease Agreement in form and content acceptable to each party, in each party's respective sole and absolute discretion.

Respectfully Submitted

Andrico Q. Penick
Director of Property
City and County of San Francisco





DEPARTMENT OF
HOMELESSNESS AND
SUPPORTIVE HOUSING

Shireen McSpadden, Executive Director



London Breed, Mayor

Interdepartmental Agreement Candlestick Point Vehicle Triage Center Scope of Services

To ensure the success of the Candlestick Safe Parking program, key City department commit to providing services and resources to the area surrounding the Candlestick Point State Recreation Area. These resources are intended to ensure the success of the program, support the operations of the park, the community and people experiencing homelessness.

In order for the Safe Parking Program to be a good neighbor to the Candlestick Point community, the Department of Homelessness and Supportive Housing, the San Francisco Police Department, San Francisco Public Works, and the San Francisco Municipal Transportation Agency will work together to deliver high-quality city services to the community. Below are the steps that City departments will make to ensure safety and cleanliness in the Candlestick Point neighborhood.

SAFE PARKING PROGRAM: HSH, in partnership with a non-profit service provider, will operate a Safe Parking / Vehicle Triage Center program in the Boat Launch Parking Lot at Candlestick State Recreation Area. This program will include:

- Safe place to park and live in your vehicle (car, van or RV)
- 24/7 staffing
- Social services
- Hygiene facilities
- Potable water
- Electrical power

PUBLIC SAFETY: SFPD's top priorities are and continue to be responding to and reducing violent crime. To respond to the needs of the neighborhood, program, and Candlestick Point State Park the SFPD Bayview station, will:

- Set up a schedule of daily passing calls to the Park and program.
- SFPD will advise the design and operations teams on Crime Prevention Through Environmental *Design* (CPTED) to ensure that the program is designed and operated in a way that prioritizes public safety.
- SFPD Bayview station officers will meet regularly with park staff and Safe Parking Program Staff to address safety issues in the Park and surrounding the safe parking program.
- SFPD will create an emergency access plan with the safe parking program to ensure that emergency vehicles can efficiently access the site.
- Support SFMTA in enforcing parking regulations in the area.

- SFPD will provide crime data for the neighborhood to inform the public about safety and crime stats in the neighborhood upon request from the community.

ENCAMPMENT OUTREACH AND RESOLUTION: Prior to the opening of the Safe Parking Program and on an ongoing basis, the Healthy Street Operations Center (HSOC) and the San Francisco Homeless Outreach Team (HOT) agree to conduct regular outreach to people living in vehicles on Hunter's Point Expressway and the streets surrounding Candlestick Point State Park. HSOC and HOT will facilitate the outreach and placement of people into the safe parking program. Following placements HSOC will coordinate with City departments to respond to resolve remaining encampment and address any reemergence of encampment activity.

CLIENT PLACEMENT: To ensure that the Safe Parking program helps relieve vehicle encampments in the surrounding areas, HOT and HSOC will conduct an assessment of the area, outreach to people living in their vehicles, create a by name and vehicle list of the target group, and invite these people into the center. This work will be conducted prior to the opening of the Safe Parking Program. People with extended time encamped in the area will be prioritized for placement into the Safe Parking Program or other Homeless Response System program, as appropriate.

- Prioritize vehicle encampments and population in the Candlestick Point neighborhood in the response effort to the opening of the Safe Parking Program. As vehicle encampments in the area are addressed prior to the opening of the center, residents of the encampments will be prioritized, triaged and referred to all appropriate resources throughout the system, including shelter, housing, Navigation Centers or other appropriate care.

CLEANING / DUMPING: San Francisco Public Works will provide regular cleaning to the encampments along Hunter's Point Expressway and the surrounding the Candlestick Point State Park and will implement dumping prevention and mitigation efforts including:

- Litter and debris removal at least 3 days per week
- Posting no dumping signs
- Explore the possibility of deploying Illegal Dumping Surveillance Cameras

PARKING ENFORCEMENT: The San Francisco Municipal Transportation Authority (SFMTA) will take the following actions along Hunter's Point Expressway between Jamestown Avenue/Harney Way and Arellious Walker Drive to support the Candlestick Point neighborhood and the operations of the Safe Parking Program:

- Repost the removed or damaged parking regulations signs that reflect the current parking regulations.

- When the program opens, and people encamped in the area are invited into the program the SFMTA will focus on enforcing parking regulations in the area to prevent re-encampment.

PERFORMANCE MEASURES: The Department of Homelessness and Supportive Housing will provide data related to program success, including but not limited

- Placement and occupancy
- Service connections
- Housing placement and exit data

HSOC and/or HOT will provide regular data updates including:

- Inhabited vehicle count in the area
- Outreach attempts and service/placement offers
- Encampment resolution information

DocuSigned by:

Mary Ellen Carroll

29F683F5254A4F0...

Mary Ellen Carroll

Executive Director

Department of Emergency Management – Healthy Streets Operation Center

DocuSigned by:

Shireen McSpadden

CAD7B781896B449...

Shireen McSpadden

Executive Director

Department of Homelessness and Supportive Housing

DocuSigned by:

William Scott

1EEB1BBFDCEC4D0...

William Scott

Chief of Police

San Francisco Police Department

DocuSigned by:



073CF73A4EA6486...

Carla Short
Interim Director
San Francisco Public Works

DocuSigned by:



5D9CA93F693F43E...

Jeffrey Tumlin
Director of Transportation
San Francisco Municipal Transportation Agency