

1 [Lease and License of Real Property at 1 Dr. Carlton B. Goodlett Place, Ground Floor Café
2 and North Light Court]

3 **Resolution authorizing the Lease of 1,426 square feet of space, a License of 2,400**
4 **square feet and the shared use space of 1,360 square feet to the Elias M. Nasra &**
5 **Family Partnership, a California general partnership, in City Hall located at 1 Dr. Carlton**
6 **B. Goodlett Place.**

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8 WHEREAS, City Hall, City and County of San Francisco, is located at 1 Dr. Carlton B.
9 Goodlett Place; and

10 WHEREAS, The employees and patrons of City Hall desire to have a quality café
11 operating within the premises; and

12 WHEREAS, The City desires to have the café operation expanded to the North Light
13 Court; and

14 WHEREAS, The existing Management Agreement for the operation of the Ground
15 Floor Café between the City and Chong Sook Park expired January 3, 2009, at the end of a
16 five-year extension option term, and has been month-to-month since that time; and

17 WHEREAS, There has not been any food or beverage service in the North Light Court
18 since Juma Ventures, Inc., terminated its lease in 2009, and

19 WHEREAS, The Real Estate Division has completed a competitive solicitation to
20 secure a qualified café operator within 1,426 rentable square feet as a lease and 2,400
21 square feet as a license and 1,360 square feet of shared use space at 1 Dr. Carlton B.
22 Goodlett Place at a fair market rental rate, with due consideration of compliance with the
23 Mayor’s Executive Directive 10-01, the Healthy Food and Beverage Options and other
24 qualitative café operation benchmarks as a condition of said solicitation; and

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1 WHEREAS, Out of five proposals received, a three-person selection panel
2 unanimously ranked the proposal of Elias M. Nasra & Family Partnership as the top proposal;
3 now, therefore, be it

4 RESOLVED, That in accordance with the recommendation of the Director of Property,
5 the Director of Property is hereby authorized to take all actions, on behalf of the City and
6 County of San Francisco, as Landlord, to execute a lease and license with the Elias M. Nasra
7 & Family Partnership, a California general partnership, as Tenant for 1 Dr. Carlton B. Goodlett
8 Place, Ground Floor Café and North Light Court, San Francisco, California (collectively, the
9 “Lease”), substantially in the form on file with the Clerk of the Board of Supervisors in File No.
10 101004 ; and, be it

11 FURTHER RESOLVED, That the term of the Lease shall be five years with a
12 commencement date of September 1, 2010; and, be it

13 FURTHER RESOLVED, That the monthly base rent shall be \$1,500.00 upon
14 commencement, modified gross, and such rent shall increase annually by a Consumer Price
15 Index inflator; and, be it

16 FURTHER RESOLVED, That the Lease shall contain one 5-year option for renewal by
17 Tenant at a rental rate to be determined between the parties; and, be it

18 FURTHER RESOLVED, That the Lease shall contain requirements that the Elias M.
19 Nasra & Family Partnership adhere to the terms and conditions of the Healthy and
20 Sustainable Food Executive Directive submitted, as Exhibit H to the Lease; and, be it

21 FURTHER RESOLVED, That the Lease shall include a clause approved by the City
22 Attorney, indemnifying and holding harmless the City from and agreeing to defend the City
23 against any and all claims, costs and expenses, including, without limitation, reasonable
24 attorney’s fees, incurred as a result of Tenant’s use of the premises, any default by the Tenant
25 in the performance of any of its obligations under the Lease or any acts or omissions of

1 Tenant or its agents, in, on or about the premises or the property on which the premises are
2 located, excluding those claims, costs and expenses incurred as a result of the active gross
3 negligence or willful misconduct of City or its agents; and, be it

4 FURTHER RESOLVED, That all actions heretofore taken by any employee or official of
5 the City with respect to this Lease are hereby approved, confirmed and ratified; and, be it

6 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of
7 Property to enter into any amendments or modifications to the Lease that the Director of
8 Property determines, in consultation with the City Attorney, are in the best interest of the City,
9 do not materially reduce the rent or otherwise materially increase the obligations or liabilities
10 of the City, are necessary or advisable to effectuate the purposes of the Lease and are in
11 compliance with all applicable laws, including City's Charter.

12 RECOMMENDED:

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Amy L. Brown
Director of Property

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